

Rates of Pay and Rules

# Wage Agreement No. 41

Superseding Wage Agreement No. 41  
signed December 8, 2012

Agreement between

Canadian Pacific

Hereafter referred to as the Company

and the

Teamsters Canada Rail Conference  
Maintenance of Way Employees Division

Hereafter referred to as the Union

In respect of employees employed on:

Canadian Pacific in Canada

Rewritten and updated to include changes contained within  
Memorandum of Settlement  
Dated May 11, 2017

**Note: The collective agreement re-write process, including the incorporation of various appendices, was not intended to add to or detract from the intent of the negotiated language by virtue of the re-write itself.**

For this reason, the Collective Agreement will be open for correction of any instance where this may have occurred. If the parties have a dispute on whether the intent has been changed in any way, they will meet to resolve the issue. If the issue cannot be resolved, then they will agree to have the matter arbitrated expeditiously.

Any reference to the BMWWE contained within W.A. # 41 & 42 or the Job Security Agreement will have application to the TCRC MWED.

Canadian Pacific is committed to providing and maintaining a work environment that supports the dignity of all individuals, and will make every effort to ensure that no one at Canadian Pacific is subjected to discrimination, harassment or sexual harassment. Such conduct will not be tolerated at any level of the Company.

**Note 1:** See Appendix A-4 concerning Harassment and Discrimination Policy

**Note 2:** See Section 17 concerning Human Rights

**Note 3:** The Company and the Union acknowledge that they will support Employment Equity. Further, Employment Equity plans relevant to TCRC MWED members will be developed in consultation with the Union to address employment equity barriers.

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## **SECTION 1**

### **DEFINITION OF MAINTENANCE OF WAY EMPLOYEES**

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- 1.1 Maintenance of Way Employees are employees for whom rates of pay are provided in this agreement #41, #42 and supplements thereto.
- 1.2 Labourers in extra gangs, unless those engaged practically all year round, shall be considered as coming under Wage agreement #42.
- 1.3 TCRC MWED and Canadian Pacific foster and support a work environment that is inclusive of both men and women. The use of the masculine gender in this Collective Agreement includes the feminine and vice versa.



## SECTION 2 RATES OF PAY

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2.1 Rates of pay for the various classes of employees in the Maintenance of Way Department of the Company.

### Starting Rates

(a) Employees entering the service 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

(b) An employee, will, when entering a different position in the same bargaining unit, be compensated at the same percentage of the job rate of the position being entered as the employee was receiving in the position being vacated. Service in the position vacated will be counted as service in the position entered for purposes of application of paragraph (a).

2.2 The minimum hourly rate for probationary employees as defined in Article 9.1 shall be specified in Articles 2.1 a) and 2.1(b).

(a) This Article 2.2 does not apply in respect of employees who on entering the service can show evidence of six months' service in similar work.

(b) An employee who, on entering the service, can show evidence of six months' service as a Trackman will commence service at 90% of the job rate of Trackman, advancing to the job rate in accordance with the applicable provision of this agreement.

(c) An employee who, on entering the service can show evidence they have, in accordance with the provisions of Section 14 hereof, received the training and is qualified in any of the classifications referred to in Article 2.1(a), shall upon filling a position in such classifications be paid the rate applicable to qualified employees in those classifications.

**Note:** This Article will also apply to Grade 1 Maintainer positions.

## **2.3 RATES OF PAY Track Forces. SEE ARTICLES 2.1 (a) & (b)**

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	<b>Rates of Pay Effective Jan. 1, 2018 (Per Hour)</b>	<b>Rates of Pay Effective Jan. 1, 2019 (Per Hour)</b>	<b>Rates of Pay Effective Jan. 1, 2020 (Per Hour)</b>
<b>Extra Gang Foreman</b>			
Job Rate	\$35.503	\$36.213	\$36.937
95%	\$33.728	\$34.403	\$35.091
90%	\$31.953	\$32.592	\$33.244
85%	\$30.178	\$30.781	\$31.397
<b>Assistant Extra Gang Foreman (Article 9.16 &amp; 9.17)</b>			
Job Rate	\$33.079	\$33.740	\$34.415
95%	\$31.425	\$32.053	\$32.694
90%	\$29.771	\$30.366	\$30.973
85%	\$28.117	\$28.679	\$29.253
<b>Track Maintenance Foreman - BTMF 8 employees or more (Excluding Foreman)</b>			
Job Rate	\$33.959	\$34.638	\$35.331
95%	\$32.261	\$32.906	\$33.564
90%	\$30.563	\$31.174	\$31.798
85%	\$28.865	\$29.442	\$30.031
<b>Track Maintenance Foreman - BTMF 0-7 employees (Excluding Foreman)</b>			
Job Rate	\$32.912	\$33.571	\$34.242
95%	\$31.267	\$31.892	\$32.530
90%	\$29.621	\$30.214	\$30.818
85%	\$27.975	\$28.535	\$29.106
<b>Asst. Track Maintenance Foreman - BTMF</b>			
Job Rate	\$30.585	\$31.196	\$31.820
95%	\$29.055	\$29.637	\$30.229
90%	\$27.526	\$28.077	\$28.638
85%	\$25.997	\$26.517	\$27.047
<b>Leading Track Maintainer - BTMF</b>			
Job Rate	\$29.873	\$30.470	\$31.080
95%	\$28.379	\$28.947	\$29.526
90%	\$26.885	\$27.423	\$27.972
85%	\$25.392	\$25.900	\$26.418

	<b>Rates of Pay Effective Jan. 1, 2021 <u>(Per Hour)</u></b>	<b>Rates of Pay Effective Jan. 1, 2022 <u>(Per Hour)</u></b>
<b>Extra Gang Foreman</b>		
Job Rate	\$37.676*	\$38.430*
95%	\$35.792*	\$36.508*
90%	\$33.909*	\$34.587*
85%	\$32.025*	\$32.665*
<b>Assistant Extra Gang Foreman (Article 9.16 &amp; 9.17)</b>		
Job Rate	\$35.103*	\$35.805*
95%	\$33.348*	\$34.015*
90%	\$31.593*	\$32.225*
85%	\$29.838*	\$30.435*
<b>Track Maintenance Foreman - BTMF 8 employees or more (Excluding Foreman)</b>		
Job Rate	\$36.037*	\$36.758*
95%	\$34.236*	\$34.920*
90%	\$32.434*	\$33.082*
85%	\$30.632*	\$31.244*
<b>Track Maintenance Foreman - BTMF 0-7 employees (Excluding Foreman)</b>		
Job Rate	\$34.927*	\$35.625*
95%	\$33.180*	\$33.844*
90%	\$31.434*	\$32.063*
85%	\$29.688*	\$30.282*
<b>Asst. Track Maintenance Foreman - BTMF</b>		
Job Rate	\$32.457*	\$33.106*
95%	\$30.834*	\$31.451*
90%	\$29.211*	\$29.795*
85%	\$27.588*	\$28.140*
<b>Leading Track Maintainer - BTMF</b>		
Job Rate	\$31.701*	\$32.335*
95%	\$30.116*	\$30.718*
90%	\$28.531*	\$29.102*
85%	\$26.946*	\$27.485*

\*2021 and 2022 rates of pay may be subject to further increase. See Appendix A-21.

	<b>Rates of Pay Effective Jan. 1, 2018 (Per Hour)</b>	<b>Rates of Pay Effective Jan. 1, 2019 (Per Hour)</b>	<b>Rates of Pay Effective Jan. 1, 2020 (Per Hour)</b>
Track Maintainer/Section			
Truck Driver AIR - BTMF			
Job Rate	\$32.418	\$33.066	\$33.727
95%	\$30.797	\$31.413	\$32.041
90%	\$29.176	\$29.759	\$30.355
85%	\$27.555	\$28.106	\$28.668
Track Maintainer/Section			
Truck Driver - BTMF			
Job Rate	\$29.352	\$29.939	\$30.537
95%	\$27.884	\$28.442	\$29.010
90%	\$26.416	\$26.945	\$27.484
85%	\$24.949	\$25.448	\$25.957
Track Maintainer - BTMF			
Job Rate	\$28.811	\$29.387	\$29.975
95%	\$27.370	\$27.918	\$28.476
90%	\$25.930	\$26.448	\$26.977
85%	\$24.489	\$24.979	\$25.479
Trackman			
Job Rate	\$27.523	\$28.073	\$28.635
95%	\$26.147	\$26.669	\$27.203
90%	\$24.770	\$25.266	\$25.771
85%	\$23.394	\$23.862	\$24.339
Switch Inspector (Clause 2.9)			
Job Rate	\$32.912	\$33.571	\$34.242
95%	\$31.267	\$31.892	\$32.530
90%	\$29.621	\$30.214	\$30.818
85%	\$27.975	\$28.535	\$29.106
Assistant Switch Inspector (Clause 2.10)			
Job Rate	\$29.873	\$30.470	\$31.080
95%	\$28.379	\$28.947	\$29.526
90%	\$26.885	\$27.423	\$27.972
85%	\$25.392	\$25.900	\$26.418

	<b>Rates of Pay Effective Jan. 1, 2021 <u>(Per Hour)</u></b>	<b>Rates of Pay Effective Jan. 1, 2022 <u>(Per Hour)</u></b>
Track Maintainer/Section		
Truck Driver AIR - BTMF		
Job Rate	\$34.402*	\$35.090*
95%	\$32.682*	\$33.335*
90%	\$30.962*	\$31.581*
85%	\$29.242*	\$29.826*
Track Maintainer/Section		
Truck Driver - BTMF		
Job Rate	\$31.148*	\$31.771*
95%	\$29.591*	\$30.182*
90%	\$28.033*	\$28.594*
85%	\$26.476*	\$27.005*
Track Maintainer - BTMF		
Job Rate	\$30.574*	\$31.186*
95%	\$29.046*	\$29.627*
90%	\$27.517*	\$28.067*
85%	\$25.988*	\$26.508*
Trackman		
Job Rate	\$29.207*	\$29.791*
95%	\$27.747*	\$28.302*
90%	\$26.287*	\$26.812*
85%	\$24.826*	\$25.323*
Switch Inspector (Clause 2.9)		
Job Rate	\$34.927*	\$35.625*
95%	\$33.180*	\$33.844*
90%	\$31.434*	\$32.063*
85%	\$29.688*	\$30.282*
Assistant Switch Inspector (Clause 2.10)		
Job Rate	\$31.701*	\$32.335*
95%	\$30.116*	\$30.718*
90%	\$28.531*	\$29.102*
85%	\$26.946*	\$27.485*

\*2021 and 2022 rates of pay may be subject to further increase. See Appendix A-21.

	<b>Rates of Pay Effective Jan. 1, 2018 (Per Hour)</b>	<b>Rates of Pay Effective Jan. 1, 2019 (Per Hour)</b>	<b>Rates of Pay Effective Jan. 1, 2020 (Per Hour)</b>
<b>Rail Lubricator Technician (Clause 2.11)</b>			
Job Rate	\$32.912	\$33.571	\$34.242
95%	\$31.267	\$31.892	\$32.530
90%	\$29.621	\$30.213	\$30.817
85%	\$27.976	\$28.535	\$29.106
<b>Snow Plow Foreman, Flanger</b>			
Foreman			
Job Rate	\$35.344	\$36.051	\$36.772
95%	\$33.577	\$34.248	\$34.933
90%	\$31.810	\$32.446	\$33.095
85%	\$30.042	\$30.643	\$31.256
<b>Snow Plow Helper</b>			
Job Rate	\$30.648	\$31.261	\$31.886
95%	\$29.116	\$29.698	\$30.292
90%	\$27.583	\$28.135	\$28.698
85%	\$26.051	\$26.572	\$27.103
<b>Welder Foreman</b>			
Job Rate	\$34.321	\$35.007	\$35.708
95%	\$32.605	\$33.257	\$33.922
90%	\$30.889	\$31.507	\$32.137
85%	\$29.173	\$29.756	\$30.351
<b>Welder - Track Forces</b>			
Job Rate	\$33.563	\$34.234	\$34.919
95%	\$31.885	\$32.523	\$33.173
90%	\$30.207	\$30.811	\$31.427
85%	\$28.529	\$29.099	\$29.681

	<b>Rates of Pay Effective Jan. 1, 2021 <u>(Per Hour)</u></b>	<b>Rates of Pay Effective Jan. 1, 2022 <u>(Per Hour)</u></b>
Rail Lubricator Technician (Clause 2.11)		
Job Rate	\$34.927*	\$35.625*
95%	\$33.181*	\$33.844*
90%	\$31.434*	\$32.063*
85%	\$29.688*	\$30.282*
Snow Plow Foreman, Flanger		
Foreman		
Job Rate	\$37.507*	\$38.258*
95%	\$35.632*	\$36.345*
90%	\$33.757*	\$34.432*
85%	\$31.881*	\$32.519*
Snow Plow Helper		
Job Rate	\$32.524*	\$33.174*
95%	\$30.898*	\$31.516*
90%	\$29.271*	\$29.857*
85%	\$27.645*	\$28.198*
Welder Foreman		
Job Rate	\$36.422*	\$37.150*
95%	\$34.601*	\$35.293*
90%	\$32.780*	\$33.435*
85%	\$30.958*	\$31.578*
Welder - Track Forces		
Job Rate	\$35.617*	\$36.330*
95%	\$33.837*	\$34.513*
90%	\$32.056*	\$32.697*
85%	\$30.275*	\$30.880*

\*2021 and 2022 rates of pay may be subject to further increase. See Appendix A-21.

## 2.4 RATES OF PAY B & S FORCES. SEE ARTICLES 2.1(a) & (b)

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	<b>Rates of Pay Effective Jan. 1, 2018 (Per Hour)</b>	<b>Rates of Pay Effective Jan. 1, 2019 (Per Hour)</b>	<b>Rates of Pay Effective Jan. 1, 2020 (Per Hour)</b>
<b>B &amp; S Foreman</b>			
Job Rate	\$34.402	\$35.090	\$35.791
95%	\$32.681	\$33.335	\$34.002
90%	\$30.961	\$31.581	\$32.212
85%	\$29.241	\$29.826	\$30.423
<b>Bench Carpenter, Plumber, Pipefitter, Welder, Pump Repairer, Plasterer, Electrician</b>			
Job Rate	\$33.563	\$34.234	\$34.919
95%	\$31.885	\$32.523	\$33.173
90%	\$30.207	\$30.811	\$31.427
85%	\$28.529	\$29.099	\$29.681
<b>Carpenter</b>			
Job Rate	\$31.812	\$32.448	\$33.097
95%	\$30.221	\$30.826	\$31.442
90%	\$28.631	\$29.203	\$29.787
85%	\$27.040	\$27.581	\$28.132
<b>Painter</b>			
Job Rate	\$30.890	\$31.507	\$32.138
95%	\$29.345	\$29.932	\$30.531
90%	\$27.801	\$28.357	\$28.924
85%	\$26.256	\$26.781	\$27.317
<b>Bridgeman</b>			
Job Rate	\$30.157	\$30.760	\$31.376
95%	\$28.649	\$29.222	\$29.807
90%	\$27.142	\$27.684	\$28.238
85%	\$25.634	\$26.146	\$26.669

	<b>Rates of Pay Effective Jan. 1, 2021 (Per Hour)</b>	<b>Rates of Pay Effective Jan. 1, 2022 (Per Hour)</b>
<b>B &amp; S Foreman</b>		
Job Rate	\$36.507*	\$37.237*
95%	\$34.682*	\$35.375*
90%	\$32.856*	\$33.514*
85%	\$31.031*	\$31.652*
<b>Bench Carpenter, Plumber, Pipefitter, Welder, Pump Repairer, Plasterer, Electrician</b>		
Job Rate	\$35.617*	\$36.330*
95%	\$33.837*	\$34.513*
90%	\$32.056*	\$32.697*
85%	\$30.275*	\$30.880*
<b>Carpenter</b>		
Job Rate	\$33.759*	\$34.434*
95%	\$32.071*	\$32.712*
90%	\$30.383*	\$30.991*
85%	\$28.695*	\$29.269*
<b>Painter</b>		
Job Rate	\$32.780*	\$33.436*
95%	\$31.141*	\$31.764*
90%	\$29.502*	\$30.092*
85%	\$27.863*	\$28.421*
<b>Bridgeman</b>		
Job Rate	\$32.003*	\$32.643*
95%	\$30.403*	\$31.011*
90%	\$28.803*	\$29.379*
85%	\$27.203*	\$27.747*

\*2021 and 2022 rates of pay may be subject to further increase. See Appendix A-21.

	<b>Rates of Pay Effective Jan. 1, 2018 (Per Hour)</b>	<b>Rates of Pay Effective Jan. 1, 2019 (Per Hour)</b>	<b>Rates of Pay Effective Jan. 1, 2020 (Per Hour)</b>
Helper			
Job Rate	\$27.280	\$27.825	\$28.382
95%	\$25.916	\$26.434	\$26.963
90%	\$24.552	\$25.043	\$25.544
85%	\$23.188	\$23.652	\$24.125
B & S Gang Labourer, Bridgetender, Signalmen and Watchmen			
Job Rate	\$27.608	\$28.161	\$28.724
95%	\$26.228	\$26.753	\$27.288
90%	\$24.848	\$25.345	\$25.852
85%	\$23.467	\$23.936	\$24.415
Bridgetender (Special Agreement Haig/Coquitlam)			
Job Rate	\$28.943	\$29.521	\$30.112
95%	\$27.495	\$28.045	\$28.606
90%	\$26.048	\$26.569	\$27.101
85%	\$24.601	\$25.093	\$25.595
Fuel Plant Maintainer (eg. Britt)			
Job Rate	\$33.119	\$33.782	\$34.457
95%	\$31.463	\$32.093	\$32.735
90%	\$29.807	\$30.404	\$31.012
85%	\$28.151	\$28.715	\$29.289
Fuel Plant Assistant Maintainer (eg. Britt)			
Job Rate	\$30.771	\$31.387	\$32.015
95%	\$29.233	\$29.817	\$30.414
90%	\$27.694	\$28.248	\$28.813
85%	\$26.156	\$26.679	\$27.212

	<b>Rates of Pay Effective Jan. 1, 2021 <u>(Per Hour)</u></b>	<b>Rates of Pay Effective Jan. 1, 2022 <u>(Per Hour)</u></b>
Helper		
Job Rate	\$28.950*	\$29.529*
95%	\$27.502*	\$28.052*
90%	\$26.055*	\$26.576*
85%	\$24.607*	\$25.099*
B & S Gang Labourer, Bridgetender, Signalmen and Watchmen		
Job Rate	\$29.298*	\$29.884*
95%	\$27.834*	\$28.390*
90%	\$26.369*	\$26.897*
85%	\$24.904*	\$25.402*
Bridgetender (Special Agreement Haig/Coquitlam)		
Job Rate	\$30.714*	\$31.328*
95%	\$29.178*	\$29.762*
90%	\$27.643*	\$28.195*
85%	\$26.107*	\$26.629*
Fuel Plant Maintainer (eg. Britt)		
Job Rate	\$35.147*	\$35.850*
95%	\$33.389*	\$34.057*
90%	\$31.632*	\$32.265*
85%	\$29.875*	\$30.472*
Fuel Plant Assistant Maintainer (eg. Britt)		
Job Rate	\$32.655*	\$33.308*
95%	\$31.022*	\$31.643*
90%	\$29.389*	\$29.977*
85%	\$27.757*	\$28.312*

\*2021 and 2022 rates of pay may be subject to further increase. See Appendix A-21.

## **Compensation for Foremen**

- 2.5** A Bridge and Structures Foreman whose gang is increased to twenty employees or more, for the supervision of whose work they are responsible, shall receive sixty (60) cents per hour in addition to their regular rate of pay.

Note: When, during overtime hours, the gang is twenty (20) employees or more, overtime will be based on the regular daily rate of the foreman plus sixty (60) cents. When, during overtime hours, the gang is less than twenty (20) employees, overtime will be based on the regular daily rate.

- 2.6** A Track Maintenance Foreman required to leave their own section gang or put in charge of a combination of more than two section gangs, shall be paid the rate of Track Maintenance Foreman 8 or more employees.

## **Switch Inspector**

- 2.7** Rate of pay for this classification will be the same as that of Track Maintenance Foreman. Employees not holding TMF Seniority shall establish such when awarded the position. Positions shall be awarded as if they were TMF positions. When implemented, this classification will be primarily responsible for the inspection and maintenance of switches.

## **Assistant Switch Inspector**

- 2.8** Rate of pay for this classification will be the same as that of Leading Track Maintainer. Employees not holding LTM seniority shall establish such when awarded the position.

Positions shall be awarded as if they were LTM positions. No Assistant Switch Inspector shall be established without first the establishment of a Switch Inspector position. When implemented, this classification will be primarily responsible for the inspection and maintenance of switches.

## **Rail Lubricator Technician**

- 2.9** Rate of pay for this classification will be the same as that of Track Maintenance Foreman. Employees not holding TMF seniority shall establish such when awarded the position. Positions shall be awarded as if they were TMF positions. When implemented, this classification will be primarily responsible for the inspection and maintenance of rail lubricators. Rail Lubricator Technicians may be assigned to rail lubricator inspection and repair work throughout the Basic Seniority Territory (BST).

## **Compensation for Additional Positions or Classifications**

- 2.10** When additional positions or classifications are created, compensation shall be fixed in conformity with agreed rates for similar positions or by agreement between the TCRC MWED President and Officers of the Railway.

## **Additional Pay and Compensation Provisions**

- 2.11** Labourers in an extra gang engaged practically all year round (a period of 10 months or more in any calendar year), shall be paid the same rates as Trackman or, if qualified as such, as Track Maintainers.

Note: The 10-month or greater time period refers to the length of time in a calendar year from the extra gang startup until the time that the extra gang layoff notice takes effect. A "crew" is defined as any "gang or crew" where Extra Gang Labourers are employed. Extra Gang Labourers who work on any such gang will have their rates adjusted accordingly for all time worked on any such extra gang engaged practically all year round.

- 2.12** On Railways and in territories where Maintenance of Way Employees are assigned exclusively to steel bridge work, rail and reclamation plants, or other work of a special nature for which seniority territories are established by agreement between the TCRC MWED President and officers of the Railway under the provisions of Article 9.12, the rates to be paid and any special conditions shall be mutually agreed upon between the TCRC MWED President and Officers of the Railway concerned.
- 2.13** Carpenters employed in the Bridge and Structures department and who are required to perform cabinet making, planing mill, and coach and locomotive carpenter work shall be paid under the same provisions as Bench Carpenter.
- 2.14** Rates provided for the classification of Bridge and Structures Gang Labourer will not apply to casual labourers temporarily employed as such, provided that regular Bridge and Structures department employees laid off on account of reduction of staff, who take jobs as labourers and are available for service the year round, shall be paid the Bridge and Structures Gang Labourer rate.
- 2.15** Employees temporarily assigned to higher-rated positions shall receive the higher rates in accordance with Articles 2.3 and 2.4 inclusive and 14.4, while occupying such positions.
- 2.16** Employees temporarily assigned to lower-rated positions shall not have their rates reduced.
- 2.17** The rates of pay defined in this Section 2 for the various classifications of employees named shall be applied only on the Railways named in the preamble of this agreement, and in the territories on such Railways where such classifications are specified in existing schedules.
- 2.18** Classifications of employees specified in existing schedules on any Railway named in the preamble of this agreement in any territory on such Railways and not named in this Section 2 shall be maintained on such Railways in such territories.

## **Shift Differentials**

- 2.19** Effective December 8, 2012, employees whose regularly assigned shifts commence between 1400 and 2159 hours shall receive a shift differential of \$0.80 per hour, and,

employees whose regularly assigned shifts commence between 2200 and 0559 hours shall receive a shift differential of \$1.05 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 vacation, general holidays, etc.

## **Injured on Duty**

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

## **Attending Court or Investigations**

- 2.21** Employees attending court or investigations at the request of the proper officer of the Railway, or required to attend inquests in which the Railway is concerned, will be paid at schedule rates for each day lost, and reasonable expenses actually incurred while away from home. This will not apply where employees are required for examination for promotion, disability, to meet legal requirements, or in connection with irregularities for which they are found to be responsible. Any fee or mileage accruing will be assigned to the Railway.

## **Jury Duty**

- 2.22** An employee who is summoned for jury duty and is required to lose time from their assignment as a result thereof, shall be paid for actual time lost with a maximum of one (1) basic day's pay at the straight time rate of their position for each day lost, less the amount allowed to the employee 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 their vacation dates will not be required to change their vacation because of being 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.

## **Direct Deposit of Paycheques**

- 2.23** Employees will be paid every other Thursday in accordance with the Memorandum of Agreement dated April 30, 1992. The Company shall at the time of making any payment of wages to an employee, furnish the employee with a statement in writing. This may also be done electronically with the employee's permission.

Employees with a date entered service prior to December 31, 2012 that have opted for electronic delivery of their pay notice must remain with electronic delivery.

## **Operation of Air brake Equipped Motor Vehicles on Service Areas**

- 2.24** Service Area employees, other than Track Maintainer/Section Truck Drivers AIR - BTMF and employees who fall within the scope of the machine operators supplemental (green pages), who are assigned the operation of Service Area motor vehicles equipped with air brakes shall be paid a premium payment of \$1.20 per hour, above their normal hourly rate of pay, for each hour that the employee is assigned the responsibility for care and operation of the vehicle.

In the application of this subsection 2.24, Section employees will be assigned to drive the Section Vehicle in the following classification order:

1. Track Maintainer
2. Leading Track Maintainer
3. Track Maintenance Foreman

In all other applications, when such employees are so assigned, they shall be chosen on the basis of senior may/junior must from the date of entry into Maintenance of Way service, on the crew.

This air brake premium payment shall not apply to compensation for any paid leave, including General Holidays, Annual Vacation, Bereavement Leave, Jury Duty, the establishment of Basic Weekly Pay for MBR and ES top-up purposes, nor shall it apply to the application of section 10.16.

Compensation pertaining to this air brake premium payment shall not be considered as pensionable earnings.

## SECTION 3

### OVERTIME, CALLS AND WORK ON REST DAYS

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- 3.1 Except as otherwise provided, when employees are required to work in excess of eight (8) hours per day or on regularly assigned rest days, unless when these are being accumulated under Article 8.18, employees shall be paid for overtime on an actual minute basis at the rate of time and one half.

For overtime work, the senior employee regularly performing the work will be called. Employees shall be paid overtime based on their regular rate of pay, or the rate of pay for the position they actually work, whichever is higher.

- (a) For overtime work on any particular track section the following order of call will be utilized:

**First Employee** – TMF on that section, if unavailable the ATMF, if unavailable the LTM, if unavailable the TM/TD (if qualified), if unavailable the Track Maintainer (if qualified). If there is no qualified employee available from the track section affected, a qualified employee from the mobile crew on that assigned territory will be called, in the same order as above. If unavailable from the mobile crew, then a qualified employee from the closest adjoining section to the work location or the suspected trouble area will be called, in the same order as above.

**Second Employee** - TM/TD on the track section affected.

**Additional employees** - will be called, based on Track Maintainer seniority from that track section. If further additional employees are required they shall be called in the same order as above from the following:

- mobile gangs on the assigned territory, if any
- employees from the closest adjoining section on that seniority territory
- other track employees from the seniority territory

**Note:** In cases of urgency (train delay) requiring track section forces, a qualified employee, who can respond to the service requirement at least ten (10) minutes sooner than the senior employee, will be called.

- (b) For overtime work and callout procedures for Structures employees, the following order of call will be utilized:

**First Employee**

- (ii) If a callout problem is not known the senior Structures Foreman working as such at the headquarter location on the territory where the problem occurs. If unavailable the next senior qualified employee from the Structures Foreman's list at the headquarter location on the territory where the problem occurs. If unavailable then proceed to the Additional Employees callout procedures listed below.

(ii) If a callout problem is known, the senior qualified employee regularly performing the work will be called.

**Additional Employees** – will be called from the Bridgeman seniority list at the location if qualified in seniority order. If no qualified employees are available at the location, additional qualified employees will be called from the Seniority Territory as per Appendix D of Wage Agreement 41 where applicable.

- 3.2 Except as otherwise provided, work in excess of forty (40) straight time hours in any work week shall be paid for at one and one-half times the basic straight time rate, except where such work is performed by an employee moving from one assignment to another, or to or from a laid-off list, or where rest days are being accumulated under Article 8.18.
- 3.3 Except as otherwise provided, employees working more than five (5) days in a work week shall be paid one and one-half times the basic straight time rate for work on such sixth and seventh days worked in any work week, 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, or where rest days are being accumulated under Article 8.18.
- 3.4 There shall be no overtime on overtime; neither shall overtime hours paid for, other than hours not in excess of eight (8) paid for on holidays or for changing shift, be utilized in computing the forty (40) 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.
- 3.5 An employee called in case of emergency or a temporary urgency outside of their regularly assigned hours, after having been relieved, shall be paid a minimum of three (3) hours at overtime rates for which three (3) hours of service may be required, but for such minimum shall not be required to perform work other than that of the emergency, and possibly another emergency which might arise subsequent to time of call. If, however, employees are called to commence work less than two (2) hours before regular starting time, the time will be computed continuously with the regular day's work, and the time before the regular starting time shall be paid for at the rate of time and one-half on the minute basis.
- 3.6 An employee who is called by the Company for overtime work pre-arranged or otherwise and accepts a call, will be paid one (1) hour at punitive rates if such call is cancelled prior to their leaving home.
- 3.7 Employees shall not be required to suspend work in regular working hours to equalize overtime.
- 3.8 All overtime earned shall be shown as a separate item on the pay statements of employees.

- 3.9** Employees required to work on their rest days will receive the CCS credit for that day, not to exceed two hundred and fifty (250) days per year.
- 3.10** When the Company requires the patrol of two or more sections on the sixth day of the regular work week as a regular practice, any employee (s) assigned to such patrol will be paid at the rate of time and one-half for the time so occupied with a minimum of eight (8) hours work.

## **Banked Overtime**

### **3.11 a) Regular Bank**

Employees are allowed to bank a maximum of five (5) days to be taken as time off in lieu of overtime payments. Requests for time off in lieu of overtime will be evaluated based on operational requirements and the need for resources. Employees can request that their banked time be processed for payment. Banked time will be accumulated on the basis of one (1) hour overtime, to one and one half (1 ½) hours banked.

### **b) Layoff Bank**

In addition to Article 3.11(a), employees shall also be allowed to bank time in a separate bank which they can use to receive regular pay once they have been laid off.

The following conditions shall apply:

1. The bank must be used up in the year it is earned and if this is not possible any banked time remaining in the bank must be cashed out by December 31<sup>st</sup> of the year it was banked.
2. While the employee is drawing salary from their bank following layoff, such employee will be considered as a laid-off employee for the purposes of benefits, pension, CCS, etc.

## **After Hours and Weekend Response**

**3.12** The Company and the TCRC MWED will review opportunities where two (2) or possibly three (3) qualified employees from designated mainline subdivisions will be placed on call on the following basis:

- a) Positions will be awarded on a senior may basis.
- b) In this application the employee on call will be the first called for any after-hours callouts during the on-call period on their home section limits. In situations for callouts off of their home section limits, the call out procedure in article 3.1 would apply. In all circumstances where additional employees are required they shall be called using procedures in accordance with the article 3.1.
- c) On call employees cover entire subdivision or terminal.

- d) Company has the ability to implement/cancel “on call” with seven (7) days’ notice depending on seasonal and/or operational requirements.
- e) Employees on call to receive eight (8) hours pay at straight time rates, for each seven (7) day period on call.
- f) Employees on call must carry a Company supplied cellular phone while protecting the service.
- g) Employees on call must be fit for duty and will be required to respond to callouts during the on call period.

## SECTION 4

### GENERAL HOLIDAYS

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- 4.1 The following general holiday provisions shall be applicable in respect of general holiday entitlement.

Employees will be granted holidays with pay on the basis of their headquarters at the time the holiday occurs, irrespective of where they may actually be working on the holiday in question. However, as a consequence of employees transferring from one province to another, no employee shall be entitled, if qualified, to less than or more than a total of eleven (11) general holidays in any year.

- 4.2 An employee who qualifies in accordance with Article 4.4 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, except when New Year's Day falls on a Friday this holiday will be observed on the following Monday.
- 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)
- The first Monday in August

#### Ontario, Manitoba, Saskatchewan, Alberta, and British Columbia

- Civic Holiday (the first Monday in August)
- Remembrance Day

**Note:** 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 day after New Year's Day in all Provinces except in Quebec where it will be the first Monday in August.

**4.3** When any of the above holidays falls on Sunday or Saturday the day observed by the Federal Government in respect of its employees as the holiday shall be recognized.

If, in any province or part thereof, a holiday is more generally recognized than any one of the holidays specified above, the signatories to the Master Agreement dated May 24, 1974 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.

**4.4** In order to qualify for pay for any one of the holidays specified in Article 4.2, an employee:

**(a)** must have been in the service of the Company and available for duty for at least thirty (30) calendar days. This Article (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 the employee's work days excluding vacation days.

This Article (b) 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 qualifies for, weekly sickness benefits because of illness on such holiday.

A regularly assigned employee who is required to work on such general holiday shall be given an advance notice of four (4) calendar days, except for unforeseen exigencies of the service in which case they will be notified not later than the completion of their shift or tour of duty immediately preceding such holiday that their services will be required;

**(c)** must be entitled to wages for at least ninety-six (96) regular hours during the thirty (30) calendar days immediately preceding the general holiday. This Article (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 ninety-six (96) regular hours referred to in this Article (c).

**4.5** A qualified employee whose vacation period coincides with any of the general holidays specified in Article 4.2 shall receive an extra day's vacation with the pay to which the employee is entitled for that general holiday.

**4.6** An assigned employee qualified under Article 4.4 and who is not required to work on a general holiday shall be paid at the regular number of hours as their regular assignment at the straight time rate of pay.

- 4.7** An unassigned or spare employee qualified under Article 4.4 and who is not required to work on a general holiday shall be paid at the straight time rate of pay in which such employee worked their last tour of duty prior to the general holiday as provided for in Article 4.6.
- Note:** In the application of this Article 4.7 for employees paid on the basis of a specified number of hours per four-week period "eight (8) hours" pay at the "pro rata hourly rate" shall be deemed to be a day's pay.
- 4.8** An employee who is required to work on a general holiday shall be paid, in addition to the pay provided in Article 4.6 at a rate equal to one and one-half (1 ½) times their regular rate of wages for the actual hours worked by the employee on that holiday with a minimum of three (3) hours for which three (3) 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.
- 4.9** Where an employee is paid a guarantee of a specified number of hours per four-week period and who works on the holiday, the general holiday with pay specified in Article 4.6 shall be paid in addition to the regular compensation for such four-week period.
- 4.10** 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.
- 4.11** Pump Repairers paid on the basis of 179.3 hours per four-week period and qualified under Article 4.7 and who are not required to work on a general holiday shall be paid eight (8) hours at the straight time rate and this time shall be included in making up the 179.3 hours.

### **Closedown for Christmas and New Year's Holidays**

- 4.12** Where Maintenance of Way gangs, otherwise continuously employed are closed down for the Christmas and New Year's holidays to allow employees to return to their homes, and where employees so affected are, by mutual arrangement and as a consequence of such closedown, required by the Company to work additional days over and above their normal work week prior to such closedown, the additional regular hours so worked will be recognized as regular hours for which the employee is entitled to wages in the application of Article 4.4 (c). Where such closedown occurs and the Company does not require the employees to work additional days as a consequence thereof, the number of regular working hours in the period of closedown will be credited in the application of Article 4.4 (c).

## **SECTION 5**

### **BEREAVEMENT LEAVE**

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- 5.1** Upon the death of an employee's spouse, child, step-child, parent, step-parent, brother or sister, the employee shall be entitled to five (5) days bereavement leave without loss of pay provided they have more than three (3) 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 their regular wages for that period to the employee to whom leave is granted.
- 5.2** Upon the death of an employee's grandparent, grandchild, step-grandchild, father-in-law, mother-in-law, step-brother or step-sister, the employee shall be entitled to three (3) days bereavement leave without loss of pay provided they have not less than three (3) 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 their regular wages for that period to the employee to whom leave is granted.

#### **Definition of Eligible Spouse:**

The person who is legally married to you and who is residing with or supported by you, provided that if there is no legally married "spouse" that is eligible, it means the person that qualifies as a "spouse" under the definition of that word in the Canadian Human Rights Benefit Regulations.

## SECTION 6

### VACATION WITH PAY

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**6.1** An employee who, at the beginning of the calendar year, is not qualified for vacation under Article 6.2 hereof, shall be allowed one (1) working day's vacation with pay for each twenty-five (25) days' cumulative compensated service, or major portion thereof, during the preceding calendar year, with a maximum of ten (10) working days until qualifying for further vacation under Article 6.2.

**6.2** 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 three (3) years and has completed at least 750 days' of cumulative compensated service, shall have their vacation scheduled on the basis of one (1) working day's vacation with pay for each 16-2/3 days' cumulative compensated service, or major portion thereof, during the preceding calendar year, with a maximum of fifteen (15) working days; in subsequent years, they will continue vacation entitlement on the foregoing basis until qualifying for additional vacation under Article 6.3.

**Note 1:** An employee covered by Article 6.2 will be entitled to vacation on the basis outlined therein if on their fourth or subsequent service anniversary date they achieve 1,000 days of cumulative compensated service; otherwise their vacation entitlement will be calculated as set out in Article 6.1. 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 their next vacation, the adjustment will be made at time of leaving.

**6.3** 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 ten (10) years and has completed at least 2,500 days of cumulative compensated service, shall have their vacation scheduled on the basis of one (1) working day's vacation with pay for each 12-1/2 days of cumulative compensated service, or major portion thereof, during the preceding calendar year, with a maximum of twenty (20) working days; in subsequent years, they will continue vacation entitlement on the foregoing basis until qualifying for additional vacation under Article 6.4.

**Note 2:** An employee covered by Article 6.3 will be entitled to vacation on the basis outlined therein if on their eleventh or subsequent service anniversary date they achieve 2,750 days of cumulative compensated service; otherwise their vacation entitlement will be calculated as set out in Article 6.2. 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 their next vacation, the adjustment will be made at time of leaving.

**6.4** 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 eighteen (18) years and has completed at least 4,500 days of cumulative compensated service, shall have their vacation scheduled on the basis of one (1)

working day's vacation with pay for each ten (10) days of cumulative compensated service, or major portion thereof, during the preceding calendar year, with a maximum of 25 working days; in subsequent years, they will continue vacation entitlement on the foregoing basis until qualifying for additional vacation under Article 6.5.

**Note 3:** An employee covered by Article 6.4 will be entitled to vacation on the basis outlined therein if on their nineteenth or subsequent service anniversary date they achieve 4,750 days of cumulative compensated service; otherwise their vacation entitlement will be calculated as set out in Article 6.3. 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 their next vacation, the adjustment will be made at time of leaving.

**6.5** 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 compensated service, shall have their vacation scheduled on the basis of one working day's vacation with pay for each 8-1/3 days' cumulative compensated service, or major portion thereof, during the preceding calendar year, with a maximum of 30 working days.

**Note 4:** An employee covered by Article 6.5 will be entitled to vacation on the basis outlined therein if on their twenty-ninth or subsequent service anniversary date they achieve 7,250 days of cumulative compensated service; otherwise their vacation entitlement will be calculated as set out in Article 6.4. 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 their next vacation, the adjustment will be made at time of leaving.

**6.6** In the application of Article 6.5, 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.

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

**6.8** In computing service under Articles 6.1, 6.2, 6.3, 6.4 and 6.5, days worked in any position covered by similar vacation agreements shall be accumulated for the purpose of qualifying for vacation with pay.

**6.9** Provided an employee renders compensated working service in any calendar year, time off duty, account bona fide illness, injury, authorized pregnancy leave, to attend committee meetings, called to court as a witness or for uncompensated jury duty, not exceeding a total of one hundred (100) days in any calendar year, shall be included in the computation of service in that year for vacation purposes.

**6.10** An employee who becomes ill or is injured while on an annual vacation shall have the right to terminate (temporarily) their 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 continue their vacation if within their 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 applicable TCRC MWED Director.

**6.11** An employee who, due to sickness or injury, is unable to take or complete their annual vacation in that year shall, at the option of that employee, have the right to have such vacation carried to the following year. Under such circumstances, annual vacation shall be paid at the current year's applicable rate of pay.

No employee (as referenced in the note below) shall be forced to take annual vacation at the end of the work season, if they are still able to remain working. In this case they shall have the right to have such vacation carried over to the following year, however, annual vacation that is carried over must be taken in the carryover year and shall be paid at the previous year's applicable rate of pay.

Vacation carry over must be used prior to May 1 of the following year. (Example: 2019 vacation that is accrued in 2018 and carried over must be used by May 1, 2020.)

On May 1, of each year, the calculation of Vacation Top up in accordance with the Canada Labour Code shall be made for all employees and paid no later than June 1 of that calendar year. In the event any of the previous years' vacation has not been taken, it will be paid in lieu of at the same time as the Vacation Top up.

**Note:** Paragraph two (2) above shall apply to employees that remain in temporary seasonal positions at the end of a work season including, but not limited to, Track Renewal and Equipment, Divisional Extra Gang and B&S Road Gang positions. It shall also apply to employees holding temporary positions of a permanent nature, where the permanent incumbent is working a temporary seasonal position as described in the first sentence of this note. Vacation carry-over will not apply to employees holding permanent positions unless they are filling temporary positions as described in the first sentence of this note.

**6.12** 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, the Company will provide the employee and the Union with a reasonable explanation for the necessity of the change. The employee shall be given at least fifteen (15) working days' advance notice of such rescheduling and will be paid at the rate of time and one-half their regular rate of wages for all work performed during the scheduled vacation period. The rescheduled vacation with pay to which they are entitled will be granted at a mutually agreed upon later date. This Article 6.12 does not apply where rescheduling is a result of an employee exercising their seniority to a position covered by another vacation schedule.

**6.13** An employee will be compensated for vacation at the rate of pay they would have earned had they not been on vacation during such period.

- 6.14** An employee terminating their employment for any reason at a time when an unused period of vacation with pay stands to their credit shall be allowed vacation calculated to the date of their leaving the service, as provided for in Articles 6.1, 6.2, 6.3, 6.4 and 6.5 if not granted shall be allowed pay in lieu thereof.
- 6.15** An employee with remaining annual vacation entitlement, who is laid off and not recalled to service during that calendar year, may elect one of the following:
- a) Receive pay in lieu of any remaining annual vacation entitlement for the calendar year in which laid off, or
  - b) Have the option to immediately use the remaining annual vacation entitlement for the calendar year in which laid off in consecutive weekly increments while laid off until the vacation is exhausted, including extending into the next calendar year (e.g. 3 weeks remaining to be used December 17, 2018 to January 6, 2019). Such time will be used in the calculation of CCS, pension, stat holiday eligibility and benefits.
- 6.16** An individual who leaves the service of their own accord or who is dismissed for cause and not reinstated in their former standing within two (2) years of date of such dismissal shall, if subsequently returned to the service, be required to qualify again for vacation with pay as provided in Article 6.1.
- 6.17** An employee who has become entitled to a vacation with pay shall be granted such vacation within a twelve (12) month period immediately following the completion of the calendar year of employment in respect of which the employee became entitled to the vacation.
- 6.18** Applications for vacation from employees filed between December 15th of the previous year and March 1st shall, insofar as it is practicable to do so, be given preference in order of seniority of the applicants. Such applicants will have preference over later applicants. Applicants will be advised in March of the dates allotted them and unless otherwise mutually agreed employees must take their vacation at the time allotted. Order of seniority refers to date of entry into Maintenance of Way service.
- Note:** For seasonal work crews that commence after March 1, vacation requests must be submitted by the end of their first work cycle of the start of the work season. The vacation schedule for each work crew shall be posted within one month of the vacation requests being submitted. Such requests shall be made directly with the crew manager.
- 6.19** Subject to the Note in Section 6.18, unless otherwise mutually agreed, employees who do not apply for vacation prior to March 2nd or, for seasonal crews commencing after March 1, prior to the end of their first work cycle, shall be required to take their vacation at a time to be prescribed by the Company.
- 6.20** Employees desiring an advance vacation payment must make application for it not later than five (5) weeks prior to commencing their vacation.

The advance vacation payment shall be 4% of the employee's previous year's earnings, less an appropriate amount (approximately 30%) to cover standard deductions.

- 6.21** Employees entitled to two (2) or more weeks' of vacation may apply under Article 6.18 of Wage Agreement No. 41 to split their vacation into portions of not less than one (1) week. When vacations are split, the preference in order of seniority of applicants shall be limited to the portion indicated as first choice. When other mutually satisfactory arrangements are in effect for the splitting of vacations, they may continue.
- 6.22** An employee whose vacation period coincides with any of the general holidays specified in Article 4.2 may schedule the extra day at the commencement or completion of the scheduled vacation. Such scheduling must be included on the employee's application in keeping with Article 6.18.
- 6.23** It is not the intent for an employee working a 4 and 3 work cycle, or any other mutually agreed work cycle to lose vacation as a result of this work cycle.
- 6.24** An employee accepting an official position will have their bargaining unit approved scheduled vacation reassigned to the bargaining unit for the period the employee is occupying their official position. If requested, the Company will allow the most senior employee to reapply for the vacation slot created by the Temporary Supervisor. If requested, the company will also allow the next senior employee to reapply for the vacation slot created by the most senior employee.

## **SECTION 7**

### **DEDUCTION OF DUES**

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- 7.1** The Railway shall deduct on the payroll for the first pay period of each month from wages due and payable to each employee coming within the scope of this Collective Agreement an amount equivalent to the uniform monthly union dues of the Teamsters Canada Rail Conference Maintenance of Way Employees Division, subject to the conditions and exceptions set forth hereunder.
- 7.2** The amount to be deducted shall be equivalent to the uniform, regular dues payment of the Teamsters Canada Rail Conference Maintenance of Way Employees Division covering the position in which the employee concerned is engaged and shall not include special assessments. The amount to be deducted shall not be changed during the term of this Collective Agreement excepting to conform to a change in the amount of regular dues of the TCRC MWED in accordance with its constitutional provisions. The provisions of Section 7 shall be applicable on receipt by the Railway of notice in writing from the TCRC MWED of the amount of regular monthly dues.
- 7.3** 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 Railway and of the Organization, shall be excluded from dues deduction, except as otherwise provided for in Article 10.21.
- 7.4** Membership in the TCRC MWED shall be available to any employee eligible under the constitution of the TCRC MWED on payment of the initiation or reinstatement fees uniformly required of all other such applicants by the Local Lodge or Division concerned.
- 7.5** Deductions for new employees shall commence on the payroll on the first pay period of the month.
- 7.6** If the wages of an employee payable on the payroll for the first pay period of the 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 Railway in such month. The Railway shall not, because the employee did not have sufficient wages payable on the designated payroll, carry forward and deduct from any subsequent wages the dues not deducted in an earlier month.
- 7.7** Employees filling positions coming within the scope of more than one wage agreement in the pay period in which deduction is made shall have dues deducted for the Organization holding the agreement under which the preponderance of their time is worked in that period. Not more than one (1) deduction of dues shall be made from any employee in any month.
- 7.8** Only payroll deductions now or hereafter required by law, deduction of monies due or owing the Railway, pension deductions and deductions for provident funds shall be made from wages prior to the deduction of dues.
- 7.9** The amounts of dues so deducted from wages accompanied by a statement of deductions from individuals shall be remitted by the Railway to the officer of the

TCRC MWED, as may be mutually agreed by the Railway and the TCRC MWED, not later than forty (40) calendar days following the pay period in which the deductions are made.

- 7.10** New employees, whom the TCRC- MWED represents, that establish membership with the Union, shall be subject to a one time initiation fee of \$25.00, or as may be altered and communicated by the TCRC MWED from time to time.
- 7.11** The initiation fee will be collected through payroll deduction on the first pay deposit that does not include a regular Union Dues deduction and will be forwarded by the Company to the Union, accompanied by a statement of deductions. Such deductions shall be remitted by the Railway to the officer of the TCRC MWED, as may be mutually agreed by the Railway and the TCRC MWED, not later than forty (40) calendar days following the pay period in which the deductions are made.
- 7.12** The Railway shall not be put to any cost or risk and shall not be responsible financially or otherwise, either to the TCRC MWED or to any employee, for any failure to make Union Dues and Initiation Fee 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 or initiation fee from an employee's wages, the Railway shall adjust it directly with the employee. In the event of any mistake by the Railway in the amount of its remittance to the TCRC MWED, the Railway shall adjust the amount in a subsequent remittance. The Railway shall have no liability for any and all amounts deducted pursuant to the provisions of this article.
- 7.13** In the event of any action at law against the parties (including without limitation any actions before a Court of Law, an Arbitrator, the Canada Industrial Relations Board, Human Resources Development Canada, or any other decision making body) hereto resulting from any payroll deductions made or intended to be made by the Railway in respect of a Union Dues and Initiation Fee deduction, all parties shall cooperate fully in the defense of such action. The TCRC MWED shall bear its own costs in their entirety, including counsel fees. Further, the TCRC MWED shall indemnify and save harmless the Railway from any losses, damages, costs (including all legal costs), liability or expenses suffered or sustained by it as a result of making payroll deductions in respect of Union Dues and Initiation Fee deductions. In all cases, the TCRC MWED agrees to keep Canadian Pacific whole in all respects. In the case of any challenge of any kind as to the propriety of the Union Dues and Initiation Fee deductions, the TCRC MWED shall assume all costs and responsibility associated with answering and defending any such challenge.
- 7.14** The question of what, if any, compensation shall be paid the Railway by the TCRC MWED in recognition of services performed under Section 7 shall be left in abeyance subject to reconsideration at the request of either party on fifteen (15) days' notice in writing.

## SECTION 8

### WORK WEEK

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8.1 The work week for all employees covered by this agreement, unless otherwise excepted herein, shall be either:

- a) forty (40) hours consisting of five (5) days of eight (8) hours each, with two (2) consecutive rest days in each seven (7). The preferred rest days will be those identified in Article 8.17, which are Saturday and Sunday and then Sunday and Monday; or
- b) forty (40) hours consisting of four (4) days of ten (10) hours each, with three (3) consecutive rest days in each seven (7). The preferred rest days will be Friday, Saturday and Sunday or Saturday, Sunday and Monday; or
- c) In addition to items a) and b) above, work schedules for employees working
  - (i) In Track Renewal and Equipment,
  - (ii) As Timekeepers pursuant to the Supplemental Agreement governing Timekeepers in Maintenance of Way Service,
  - (iii) In work equipment repair service pursuant to the Supplemental Agreement governing Employees in the Work Equipment Repair Shops on the System in Connection with the Repair of Power Operated Roadway Machines,
  - (iv) As members of Bridges & Structures crews working on Capital and Special Maintenance projects,
  - (v) As members of a Division Extra Gang Work Crew on Eastern Region District #2 working on Capital or Special Maintenance Authority projects, or while working in alignment with a track block being utilized by a TR&E Seasonal Work Crew or a Bridge and Structures Crew working on Special Maintenance Authority projects,
  - (vi) As members working in Winter Crew (Snow Fighting) Service that are covered by a Machine Operator's Supplemental (Green Pages),
  - (vii) As Flagmen.

may be established as follows:

- Eighty (80) hours consisting of eight (8) days of 10 hours, with six (6) consecutive rest days in each fourteen (14).
- Eighty (80) hours consisting of seven (7) days of 11 hours and 25 minutes each, with seven (7) consecutive rest days in each fourteen (14).

It is understood and agreed that, without exception, and notwithstanding any other provision in this collective agreement, every crew that works either an 8&6 schedule or a 7&7 schedule shall be deemed to be a Special Work Crew for the purposes of, and shall fall within the scope of, section 8.36 of this collective agreement.

Notwithstanding the above, when the work cycles of a crew change, the employee will not suffer lost wages through the course of fulfilling the requirements of eighty (80) regular hours for the pay period.

This Article shall not be construed to create a guarantee of any number of hours or days of work not provided for elsewhere in this agreement. (See Article 8.17)

**Note:** Unless otherwise provided for in the collective agreement, the work week of all headquartered permanent positions cannot be changed without mutual agreement between the Director, Labour Relations and the President of the TCRC MWED, or their designate. Mutual agreement will not be unreasonably withheld.

**8.2** 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.

No more than 30% of the regularly scheduled shift on the final day of a work cycle may be worked on the rest day following the end of the work cycle.

**8.3** The Company and the Union agree to meet prior to bulletining the gangs in order to finalize gang crew consists and work cycles. Such meetings will be held no later than November 15 of the year preceding the work season to be finalized. It is understood that should the meeting occur prior to approval of the Capital Plan from the Board of Directors the information exchanged at the meeting may be subject to change. These changes will be promptly communicated to the Union and if the Union requests a subsequent meeting, it will be held promptly.

Prior to the annual meeting, as per above, the General Manager, or their designate, will provide to the Union a detailed list showing the locations on each subdivision that will be used to store occupied Boarding Car Outfits for the work season. This information will also contain the explanation for the storage of occupied Boarding Car Outfits adjacent to main track at all locations where this is to be practiced.

In addition, the Company will schedule its occupied Boarding Outfit Car storage locations with the attempt to eliminate or minimize storage adjacent to main track and access for employees. The Company will consider proximity to amenities where allowed by operational requirements.

Any plans for contracting out of TR&E work for the following season will also be discussed. Such discussions will not relieve the Company of its obligations under Articles 13.4.

If the Union requests additional information it will be supplied promptly, prior to the annual Article 8.3 meeting.

If the Union has concerns with any of the locations, every attempt shall be made to resolve such at the 8.3 meeting. If resolution cannot be met, these issues may be escalated to the Vice-President of Engineering Services. The Vice-President of Engineering Services will have fifteen (15) calendar days to respond to any issue so escalated. If the matter remains unresolved it may be referred to arbitration, as mutually agreed between the parties.

## **Hours of Service and Meal Period**

**8.4** Eight (8) consecutive hours, exclusive of meal period (which shall be one (1) hour unless otherwise mutually arranged) shall, except as otherwise provided, constitute a day's work. If an employee normally takes a one (1) hour meal break and is required to work any portion of that time they will be paid time and one half for actual time worked. When eight (8) hours of continuous service are required in regular operations, twenty (20) minutes will be allowed in the fifth or sixth hour of service for a meal without loss of pay, during which no service will be performed. Requirements of the nature of service will determine at what point in the fifth or sixth hour of service the twenty (20) minutes will be.

No employee shall be required to work more than six (6) hours without food.

**8.5** Regular day shifts shall start at or between 6:00 a.m. and 8:00 a.m.

**8.6** Notwithstanding the provisions of Article 8.5, starting times may be established or changed to meet the requirements of the service. Where practicable, the notice of establishment or change in starting times will be posted promptly in a place accessible to affected employees. The Local Representative, or designate, and the TCRC MWED Director, or designate, shall be advised as soon as practicable following any change in starting times and in any event, within seventy-two (72) hours of the time the change in starting time became effective.

(1) Affected employees with an assigned Headquarter location will be given forty-eight (48) hours advance notice.

(2) Affected employees that do not have an assigned Headquarter location shall be given as much advance notice as possible, but not later than at the completion of the previous tour of duty.

(3) In the application of this item 8.6, it is understood that starting times could vary each day by up to two (2) hours, however, a starting time change in excess of two (2) hours can only be implemented once in each 5/2 and 4/3 work cycle and twice in each 8/6 cycle.

**8.7** Any change in starting time is subject to employees being afforded eight (8) hours rest between tours of duty exclusive of any meal or travel time required.

**8.8** Upon the request of the Foreman made with the consent of the employees in the work crew and approval of the proper officer of the Railway, special arrangements may be made to vary starting times on the first and/or last day of the work schedule

to permit employees to travel to and from home. Notice of such arrangements will be sent to the applicable TCRC MWED Director.

- 8.9** Where two (2) shifts are worked, the starting time of each shift shall be established to meet the requirements of the service. The provisions of Article 8.6 apply in respect of any change of starting time.
- 8.10** Where shifts are worked in continuous service the second shift relieves the first, the third relieves the second and the first relieves the third; the starting time of the first shift shall be at or between 6:00 a.m. and 8:00 a.m. The provisions of Article 8.6 do not apply hereto.
- 8.11** In changing or establishing starting times, due consideration be given to the availability of public transportation, when applicable.
- 8.12** The periods of advance notice in respect of changes in starting time contained in Article 8.6 may, by mutual consent between the employees affected and their immediate supervisor, be reduced in any particular situation to meet local conditions.
- 8.13** All employees working in a production line/shop environment will be allowed a paid fifteen (15) minute break in the first half of their shift and a paid fifteen (15) minute break in the second half of their shift in addition to their regular lunch break. The current practice for the taking of breaks on the remainder of the property will not change.

## **Hours of Rest**

- 8.14** In emergencies, employees shall not be required to work more than sixteen (16) hours continuously without a rest of eight (8) hours, exclusive of any meal or travel time required.

**Note:** See letter dated November 8, 1985, Appendix A-2

- 8.15** If any of the eight (8) hours of rest is within the employee's regular shift, the employee will be paid at straight-time for those rest hours that fall within the regular shift.
- 8.16** Employees called out within four (4) hours of their regular shift start time will be required to report and work their complete regular shift. Employees called out prior to four (4) hours of their regular shift start time will be afforded six (6) hours of rest, inclusive of any meal or travel required, if their emergent tour of duty (or night time call out) is not continuous with their regular shift. If any of the six (6) hours of rest is within the employee's regular shift, the employee will be paid at straight-time rate of pay for those rest hours that fall within the regular shift.

## **Assignment of Rest Days**

- 8.17** The rest days shall be consecutive as far as is possible consistent with the establishment of regular relief assignments and the avoidance of working an employee on an assigned rest day. Preference shall be given to Saturday and

Sunday and then to Sunday and Monday. In any dispute as to the necessity of departing from the pattern of two consecutive rest days or for granting rest days other than Saturday and Sunday or Sunday and Monday, it shall be incumbent In the Railway to show that such departure is necessary to meet operational requirements and that otherwise additional relief service or working an employee on an assigned rest day would be involved.

(See Article 8.1)

**8.18** Intentionally left blank.

## **Non-Consecutive Rest Days**

**8.19** In the event that a situation arises which makes it impracticable to assign consecutive rest days to all employees on a particular seniority territory, the following procedure shall be followed.

**8.20** All possible regular relief positions shall be established pursuant to Articles 8.27, 8.28 and 8.29.

**8.21** Possible use of rest days other than Friday, Saturday, Sunday or Monday, where these may be required under this agreement, to be explored by the parties.

**8.22** Intentionally left blank.

**8.23** Other suitable or practicable plans, which may be suggested by either of the parties, shall be considered and efforts made to come to an agreement thereon.

**8.24** If the foregoing does not solve the problem, then some of the relief or extra employees be given non-consecutive rest days.

**8.25** If, after all the foregoing has been done, there still remains service which can only be performed by requiring employees to work in excess of five (5) days per week, the number of regular assignments necessary to avoid this may be made with two (2) non-consecutive days off.

**8.26** The least desirable solution of the problem would be to work some regular employees on the sixth or seventh days at overtime rates and thus withhold work from additional relief employees.

## **Relief Assignments**

**8.27** All possible regular relief assignments with five (5) days' work per week and two (2) consecutive rest days (subject to Articles 8.19 to 8.26, inclusive) 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.

**8.28** Where situations exist making it impracticable to establish relief assignments in accordance with the above, the Representatives of the employees and the Railway concerned 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.

- 8.29** 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.

## **Employees Paid on the Basis Of 179.3 Hours Per Four-Week Period**

- 8.30** In view of the intermittent character of the work of Pump Repairers, except as otherwise provided herein, such employees shall be allowed 179.3 hours per four-week period for all work performed during such four-week period. The 179.3 hours per four-week period shall be comprised of one hundred and sixty (160) straight-time hours and 19.3 hours at time and one-half

**Note:** When any employee works less than the regular one hundred and sixty (160) hours in a four-week period, the 19.3 hours referred to in Article 8.30 will be pro-rated as per practice currently in effect.

- 8.31** If required to work in excess of 179.3 hours per four-week period, exclusive of time occupied in traveling, such hours shall be paid for as follows:

- Actual overtime hours worked in excess of one hundred and sixty (160) hours will be accumulated over a twelve (12) 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.

- 8.32** Should an employee take a position paid on the basis of Article 8.30, and remain on such position for a period of less than twelve (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 twelve (12) week period. This does not apply to employees who work for periods of less than one (1) week.

- 8.33** They shall be assigned one (1) regular rest day per week, Sunday if possible, and service on such assigned rest day shall be governed by Articles 3.1 and 12.12. Hours paid for on such assigned rest days shall not be included in computing the 179.3 hours per four-week period.

- 8.34** Where in regular practice such employees were allowed one (1) day a week off prior to this agreement, the conditions applicable to such day shall apply to the sixth work day of the work week and they shall not be required to work on such days except in emergency to make up the 179.3 hours.

- 8.35** Ordinary maintenance or construction work not heretofore required on Sunday shall not be required on the sixth work day of the work week.

## Special Work Crew Classification

### 8.36.1 Scope of Application

- a) At the discretion of the Company, work schedules with rest days that are not identified as the preferred rest days in Articles 8.1 (a), 8.1 (b) and 8.17 of the Collective Agreement, or that require employees to work a 7&7 or 8&6 schedule, may be implemented for:
  - i) Track Renewal and Equipment work crews, or
  - ii) Employees working positions covered by the Supplement to Wage Agreement No. 41, Covering Rates of Pay and Rules governing working conditions of Timekeepers in Maintenance of Way Service, or,
  - iii) Employees working positions covered by the Supplement to Wage Agreement No. 41, Covering Rates of Pay and Rules governing working conditions of employees in the Maintenance of Way department, employed in Work Equipment Repair Shops on the System in connection with the repair of power operated Roadway Machines, or,
  - iv) Bridge and Structure Crews working on Capital or Special Maintenance Authority projects, or,
  - v) As members of a Division Extra Gang Work Crew on Eastern District #2 working on Capital or Special Maintenance Authority projects, or while working in alignment with a track block being utilized by a TR&E Seasonal Work Crew or a Bridge and Structures Crew working on Special Maintenance Authority projects, or,
  - vi) As members working in Winter Crew (Snow Fighting) Service that are covered by a Machine Operator's Supplemental (Green Pages), or,
  - vii) As Flagmen.
- b) It is understood and agreed that in every instance when a work schedule with rest days that are not identified as the preferred rest days in Articles 8.1 a), 8.1 b) and 8.17 of the Collective Agreement is implemented for a crew or employees identified in 8.36.1(a) (i), (ii), (iii), or (iv) above, or an employee is covered by 8.1(c) of this collective agreement, the provisions of this Section 8.36 shall apply.
- c) It is understood and agreed that the scope of sections 8.1(c) and 8.36.1 may extend only to actual work crews and not to individual employees except for Timekeepers and Work Equipment Maintainers.

### 8.36.2 Implementation

- a) Coincident with the implementation of a work schedule that falls within the scope of section 8.36.1(a), such work crew will be considered a “Special Work Crew”.
- b) A Special Work Crew shall represent a new classification of service.
- c) Implementation of Special Work Crew schedules shall be as follows:
  - i) For TR&E Seasonal Work Crews, employees working positions covered by the Supplement to Wage Agreement No. 41, Covering Rates of Pay and Rules governing working conditions of Timekeepers in Maintenance of Way Service, and employees working positions covered by the Supplement to Wage Agreement No. 41, Covering Rates of Pay and Rules governing working conditions of employees in the Maintenance of Way department, employed in Work Equipment Repair Shops on the System in connection with the repair of power operated Roadway Machines:
    - 1) As advertised in the initial start-up bulletin,
    - 2) As advertised by bulletin for crews and for employees as per subsection 8.36.1(c) that commence subsequent to the initial bulletin, or
    - 3) Upon the provision of written notice pursuant to all of the following conditions:
      - a) Applies only to employees and existing work crews that are switched to a 7&7 or 8&6 work schedule for a duration of thirty (30) calendar days or less.
      - b) Written notice detailing the change shall be provided to the President and the respective Director of the Union and shall be posted in the workplace as soon as possible but not less than fifteen (15) calendar days prior to the date of implementation.
      - c) Within five (5) working days of receiving notice of the change, affected workers shall elect either to remain in their positions or to exercise their seniority elsewhere. Vacancies created by employees electing to exercise seniority elsewhere shall be filled on a senior may/junior must basis on the Region.
      - d) A change implemented pursuant to this subsection 3) shall be permitted only once per work season on each Region.
      - e) In the event of a conflict between this subsection 3) and any other provision of the collective agreement, this subsection 3) shall prevail.

- ii) For Bridge & Structures Crews:
  - 1) As advertised by bulletin, or,
  - 2) Upon written notification by the Company to the Director of the Union and notification to the affected employees, which shall be posted in the workplace. In such circumstances, notification will be as soon as possible, but no later than fifteen (15) calendar days prior to the implementation date.

This short notification period applies solely for the purpose of aligning the work schedule of a Bridge and Structures Crew, working on the same subdivision as a TR&E Seasonal Work Crew that has been designated as a Special Work Crew. The geographic restriction may be extended by mutual agreement between the Union and the Company. Once the Bridge and Structures Crew is aligned with the TR&E Seasonal Work Crew, as a Special Work Crew, subsequent changes to the TR&E Seasonal Work Crew will also apply to the Bridge and Structures Crew.

### **8.36.3 Schedule Changes**

- a) Once the work schedule of a TR&E Special Work Crew has been established, the following shall apply:
  - i) In the event that:
    - 1) the established commencement or completion date of an advertised Special Work Crew with a 5&2 or 4&3 schedule is changed by two (2) or less work cycles, or an advertised Special Work Crew with a 8&6 or 7&7 work schedule is changed by one (1) work cycle, the Company shall post written notice in the workplace for affected employees at least fifteen (15) calendar days prior to the date of the change.
    - 2) the established commencement or completion date of an advertised Special Work Crew with a 5&2 or 4&3 schedule is changed by more than two (2) work cycles, or an advertised Special Work Crew with a 8&6 or 7&7 work schedule is changed by more than one (1) work cycle, or in the event that the bulletined Special Work Crew work schedule is cancelled, the Company shall provide written notification to the Director of the Union and post written notice in the workplace for affected employees at least fifteen (15) calendar days prior to the date of the change.
  - ii) In the event that:
    - 1) the original schedule is moved forward in time, the time period between the last day of the original schedule and the first day of the new schedule shall not exceed two (2) months.

- 2) the original schedule is moved backward in time, the time period between the first day of the new schedule and the last day of the original schedule shall not exceed two (2) months.
  - 3) the Company may implement a schedule move that exceeds the two (2) month periods provided for in subsections (1) and (2), a maximum of once per Special Work Crew, once per work season.
  - 4) whenever a schedule move is implemented pursuant to this subsection ii), the Company shall provide written notification to the Director of the Union and post written notice in the workplace for affected employees at least fifteen (15) calendar days prior to the date of the change.
- b) In the application of subsection a) i) 2) and ii) above, the affected employees will inform the Company, within five (5) calendar days of the Company notice, whether they intend to remain or depart the crew. Failure to inform the Company will result in the employee remaining with the crew, unless awarded another position by bid under the provisions of the Collective Agreement.
  - c) Employees subject to the change notice issued pursuant to subsections a) i) 2) and a) ii) that elect to depart the Special Work Crew will be permitted to exercise their seniority under the provisions of the Collective Agreement.
  - d) When a Special Work Crew schedule is changed, moved or cancelled and employees elect to depart the work crew, the provisions of Section 8.36 no longer apply and employees will not be entitled to any premium payments for the previously scheduled Special Work Crew period.
  - e) When a Special Work Crew schedule is changed, moved or cancelled and employees elect to remain on the work crew, the provisions of Section 8.36 will only apply to actual time worked in Special Work Crew service.

#### **8.36.4 Start Time Changes**

- a) The Company may change the start time for employees working on a Special Work Crew in accordance with Article 8.6 of the Collective Agreement, except that:
  - i) the start time may be changed by a maximum of three (3) hours or less, and,
  - ii) by more than three (3) hours one (1) time in each 5&2, 4&3, 8&6 or 7&7 work schedule.

#### **8.36.5 Schedule Transitioning**

- a) An employee working a standard 5&2 or 4&3 work schedule transitioning into, or out of, a 5&2 or 4&3 Special Work Crew schedule shall be paid no less than eighty (80) regular hours in a pay period, unless absent from work due to illness, injury, leave of absence or other attendance related reasons.

If an employee earns less than eighty (80) hours in a pay period, solely account the change in work schedules, the Company will top-up to eighty (80) hours. The top-up hours will be paid at the Special Work Crew rate of pay.

b) The following applies to an employee working a 5&2 or 4&3 work schedule or an opposing 8&6 or 7&7 work schedule, transitioning into, or out of, a Special Work Crew with a 8&6 or 7&7 work schedule:

i) If the employee is forced into, or out of, a position with a 8&6 or 7&7 work schedule, the employee shall be paid no less than eighty (80) regular hours, unless absent from work due to illness, injury, leave of absence or other attendance related reasons.

1) If an employee earns less than eighty (80) hours in a pay period, solely account the change in work schedules, the Company shall top-up to eighty (80) hours. The top-up hours shall be paid at the rate of pay of the position worked prior to transitioning.

2) Employees shall be considered as forced as follows;

- employee is protecting seniority
- employee is protecting ES/JS
- employee is securing a promotion, or a position in a higher classification
- to remain working

3) When an employee is forced to transition between a 5&2 or 4&3 and a 8&6 or 7&7 work schedule, the employee's rest days of the former work schedule shall be honoured. In this regard, employees shall not be required to work on former rest days. This does not apply to employees that bid to a position on a Special Work Crew.

When forced to transition between work schedules, if an employee agrees to work on a former rest day, compensation shall be at the applicable overtime rate of pay.

ii) If an employee bids and is awarded a lateral or lower rated position with an 8&6 or 7&7 work schedule, the top up to eighty (80) hours of regular pay in a pay period shall not apply.

1) In order to avoid undue hardship to the employee and the Company, the employee may report to the crew working the 8&6 or 7&7 work cycle on the first work day of the next full work cycle of the 8&6 or 7&7 work schedule following the completion of the rest days on the former work cycle. Under such circumstances:

- The employee shall not be paid overtime solely on account of a change in work schedules. However, the employee will be entitled to overtime rates when they are required to work more than the regular hours of their schedule (e.g. Time in excess of ten hours per day for an employee working on 4&3 schedule).

- Should the employee decide to report to the 8&6 or 7&7 work schedule on a rest day of the former work cycle, the employee shall be paid for that day at the straight time rate of pay.
- c) When an employee is transitioning between work schedules, in order to mitigate any labour liability associated with the top up requirement, the Company may hold the employee on the former work schedule.
- d) In order to avoid loss of pay, an employee may continue to occupy their current position until reporting for duty on the first day of the next full cycle of the crew working their new work schedule.

### **8.36.6 Compensation**

- a) Rates of pay for Special Work Crews shall be the established rates with 15.5% premium increase applied which shall only apply when working in Special Work Crew service.

All other provisions of the Collective Agreement apply to employees working on Special Work Crews, except as otherwise provided in this Section 8.36.

- b) Premium payments associated with Special Work Crew service shall not apply to compensation for any paid leave, including General Holidays, Annual Vacation, Bereavement Leave, Jury Duty, or the establishment of Basic Weekly Pay for MBR and ES top-up purposes. The premium payments associated with Special Work Crews shall not be added to or included in the determination of what constitutes a lower paid classification or group for the purposes of section 10.16 of the collective agreement.

Note: Time compensation for such days, for employees working a 7&7 work schedule, shall be 11 hour and 25 minutes.

Time compensation for such days, for employees working a 8&6 work schedule, shall be 10 hours.

- c) Basic Weekly Pay for MBR and ES top-up purposes shall be calculated on the basis of 40 hours per week.

### **8.36.7 Rest Days**

- a) Rest days for Special Work Crews shall be consecutive, but shall not give preference to those identified in Articles 8.1 (a), 8.1 (b) or 8.17 of the Collective Agreement.
- b) When transitioning into, or out of, a Special Work Crew the employee's rest days of the former work schedule shall be honoured. In this regard, employees shall not be required to work on former rest days. This does not apply to employees that bid to a position on a Special Work Crew.

### 8.36.8 Annual Vacation

- a) Annual vacation for employees covered by the 7&7 schedule and 11 hour and 25 minute shift shall be calculated through the following conversion:
  - 5 days, 40 hours vacation = 3.5 days
  - 10 days, 80 hours vacation = 7 days
  - 15 days, 120 hours vacation = 10.5 days
  - 20 days, 160 hours vacation = 14 days
  - 25 days, 200 hours vacation = 17.5 days
  - 30 days, 240 hours vacation = 21 days
  
- b) In the application of 8.36.8(a), employees may exercise one of the following options in order to compensate for the .5 days of their annual vacation entitlement:
  - i) Increase their entitlement to the next whole number of days and receive only 5 hours and 42 minutes respectively for the increased day;
  - ii) Increase their entitlement to the next whole number of days and transfer 5 hours and 42 minutes respectively from their banked overtime – regular bank to cover the pay shortfall for the increased day;
  - iii) Decrease their entitlement to the next whole number of days and transfer the 5 hours and 42 minutes respectively to their banked overtime – regular bank.
  
- c) In the application of section 8.36.8(b), employees shall advise in writing of the option they wish to exercise fourteen (14) days prior to commencing annual vacation.
  
- d) Annual vacation entitlement shall be handled as outlined in section 6 of the collective agreement for all other work schedules.
  
- e) An employee who has previously scheduled and approved vacation, and whose work schedule changes pursuant to this article 8.36, shall have the following options:
  - i) Reschedule annual vacation to a mutually agreeable time, or,
  - ii) Increase annual vacation to cover the shortfall (in order to fill out the vacation days) by using banked time, or,
  - iii) Supplement by using unused annual vacation to fill out the vacation days, or,
  - iii) Secure an unpaid Leave of Absence.

### **8.36.9 General Holidays**

- a) In the application of Section 4 of this collective agreement (General Holidays), when a general holiday falls on a day that does not coincide with a rest day, the Director of the Union and the Manager of Labour Relations may agree to an alternate general holiday.

### **8.36.10 Eastern Region District #2 TR&E crews**

- a) All Eastern Region District # 2 TR&E crews, whether in region service or not, shall work a 7&7 or 8&6 work schedule, unless otherwise mutually agreed.
- b) Employees working in Winter Crew (Snow Fighting) Service that are covered by the Machine Operator's Supplemental (Green Pages) on the Eastern Region District #2 shall work either a 7&7, 8&6 or 9&5 work schedule.

**Note:** On the Parry Sound and Cartier Subdivisions a 5&2 or 4&3 work schedule may also be established. Should these work schedules conform to the preferred rest days provided for in Articles 8.1 a), 8.1 b) and 8.17 of the collective agreement, they shall not be considered as a Special Work Crew.

### **8.36.11 Canada Labour Code – Averaging Agreement Understanding**

- a) The 7&7, 8&6 and 9&5 work schedules shall constitute a 14 day averaging period for the purposes of Section 169(2) of the Canada Labour Code.
- b) Except as provided for in item 8.36.5(b), time worked on proper authority during the 14 day averaging period, in excess of 80 hours shall be considered overtime hours and shall be paid at time and one half rates at the completion of the averaging period.

### **8.36.12 Application Issues**

- a) It is understood between the parties that any unforeseen concerns arising from the application of this agreement will be discussed promptly and a good faith attempt will be made to resolve the issue to both parties satisfaction.

## **Region Positions**

**8.37.1** The Company may advertise, in the initial work crew start-up bulletin, for Region positions as follows:

- a) TR&E work crew positions,
- b) Timekeepers that work with TR&E Region crews,
- c) Positions covered by the Supplement to Wage Agreement No. 41, Covering Rates of Pay and Rules governing working conditions of employees in the Maintenance of Way department, employed in Work Equipment Repair Shops

on the System in connection with the repair of power operated Roadway Machines that work with TR&E Region Crews.

**Note:** The benefits contained in this section 8.37 shall not apply to employees who fall within the scope of Item (b) and are headquartered.

**Note:** The benefits contained in this section 8.37 shall not apply to employees who fall within the scope of Item (c) and are headquartered and working at their respective Work Equipment Repair Shops.

**Note:** In the application of Items (b) and (c), an employee who is working off his or her Home District supporting a TR&E District crew shall be entitled to the expense benefits provided for in subsection 8.37.7, however, they will work the same work schedule as the District crew that they support. For these purposes, Home District shall be defined as follows:

- i) For an employee who holds a permanent position, the District in which the permanent position is held.
  - ii) For an employee who does not hold a permanent position but who resides in the Region in which he or she holds seniority, the District in which he or she resides.
  - iii) For an employee who does not hold a permanent position and who does not reside in the Region in which he or she holds seniority, the District in the Region in which seniority is held that is geographically closest to the employee's place of residence.
- d) It is understood and agreed that the scope of sections 8.37.1 may extend only to actual work crews and not to individual employees except for Timekeepers and Work Equipment Maintainers.

**8.37.2** Subsequent to the initial work crew start-up bulletin, Region positions may be established as follows:

- a) By subsequent bulletin, or
- b) Upon the provision of written notice to the President and Director of the Union and subject to all of the following conditions:
  - i) Applies only to positions that have a duration of thirty (30) calendar days or less.
  - ii) The written notice shall be provided to the President and the respective Director of the Union and shall be posted in the workplace as soon as possible but not less than fifteen (15) calendar days prior to the date of implementation.
  - iii) Within five (5) working days of receiving notice, affected workers shall elect either to remain in their positions or to exercise their seniority elsewhere.

Vacancies created by employees electing to exercise seniority elsewhere shall be filled on a senior may/junior must basis on the Region.

- iv) The establishment of Region positions pursuant to this subsection (b) shall be permitted only once per work season on each Region, towards the end of the work season, when work remains that cannot otherwise be completed.
- v) The establishment of Region positions pursuant to this subsection (b) shall not result in a shortened work season for other employees holding TR&E work crew positions who are working on their own seniority territories.

**8.37.3** The number of Region positions that may be established shall be limited as follows:

Pacific Region – A total of 250 positions per work season, of which 75 may be established in region tie crew service.

**Note:** For the Pacific Region only, the limits do not include positions covered by the Supplement to Wage Agreement No. 41, Covering Rates of Pay and Rules governing working conditions of employees in the Maintenance of Way department, employed in Work Equipment Repair Shops on the System in connection with the repair of power operated Roadway Machines, that are established to work with TR&E Region Crews and Timekeeper positions.

Prairie Region – A total of 215 positions per work season.

Eastern Region – A total of 200 positions per work season.

Atlantic Region – A total of 120 positions per work season.

**Note:** Should there be an operational need to expand the position limits in this subsection 8.37.3, the President of the Union and the respective General Manager shall meet to discuss the requirement. Subject to mutual agreement, the cap limits may be increased. Mutual agreement will not be unreasonably withheld.

**8.37.4** Employees holding Region positions on the Pacific Region may be required to work in both Pacific Region District 1 (Alberta) and District 2 (BC).

Employees holding Region positions on the Prairie Region may be required to work in both Prairie Region District 1 (Manitoba) and District 2 (Saskatchewan).

Employees holding Region positions on the Eastern Region may be required to work in both Eastern Region District 1 (Southern Ontario) and District 2 (Northern Ontario).

Employees holding Region positions on the Atlantic Region may be required to work throughout the Atlantic Region.

**8.37.5** Region positions shall be awarded on the basis of seniority date in the classification. If seniority is equal, then the position shall be awarded on the basis of the principles set out in section 9.2.

**8.37.6** Should there be insufficient applicants for Region positions, unfilled vacancies shall be filled on a senior may/junior must basis.

**8.37.7** The system rest day travel policy shall apply to employees working Region positions pursuant to item 8.37.1 subject to the following:

- a) Employees holding Region positions shall receive a payment equal to the meal allowance referred to in 12.9 f) for each leg of the rest day travel provided the employee actually travels to and from the work location. A maximum of two claims per work cycle shall be permitted;

Note: This payment is in addition to any other meal allowance or travel assistance.

- b) Employees holding Region positions shall receive the mileage rate set out in Article 12.10 for their rest day travel mileage allowance.

**8.37.8** In the application of section 4 of this collective agreement, when a general holiday falls on a day that does not coincide with a rest day, the Director of the Union and the Manager of Labour Relations may agree to an alternate general holiday.

**8.37.9** Eastern Region employees and Prairie Region employees working Region positions shall work a 7&7 or 8&6 work schedule unless otherwise mutually agreed.

**8.37.10** An employee without previously established seniority in a classification who first establishes seniority in that classification in a Region position shall be shown on their home District seniority list in such classification.

**8.37.11** Employees with no established seniority (ie. new hires), who establish seniority on a Region crew, will have the opportunity to choose which District (within the Region) they wish to establish seniority.

**8.37.12** Subject to operational requirements, employees holding Region positions and working a 7&7 or 8&6 work schedule shall, on the last day of the 7&7 or 8&6 schedule, be released one (1) hour prior to the scheduled completion time of the shift for the purposes of clean up and travel.

Should the Union have concerns regarding the administration or application of this subsection 8.37.12, the President of the Union and the General Manager of TR&E shall promptly meet to resolve the concern.

**8.37.13** It is understood between the parties that any unforeseen concerns arising from the application of this agreement shall be discussed promptly and a good faith attempt shall be made to resolve the issue to both parties satisfaction.

## **8.38 Winter Crew (Snow Fighting) Service**

- a) Employees working in Winter Crew (Snow Fighting) Service may be assigned rest days that are:

- i) Not identified as the preferred rest days listed in Article 8.1 a) and b), or,
  - ii) Non-Consecutive rest days, without the need to establish relief assignments, or,
  - iii) When i) and ii) above apply, these crews will be designated as Special Work Crews in accordance with 8.36.1
- b) The starting time of a Winter Crew (Snow Fighting Crew) position will not be between the hours of 01:00 and 04:00.
  - c) Should there be insufficient work to keep employees working in Winter Crew (Snow Fighting) service fully engaged, then such employees may be assigned other Maintenance of Way work.

## SECTION 9 SENIORITY

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- 9.1 Except as otherwise provided in Article 14.13, a new employee shall not be regarded as permanently employed until after sixty-five (65) working day's service, which service must be accumulated within the preceding twenty-four (24) months. Within such sixty-five (65) day period they may, without investigation, be removed for cause, which in the opinion of the Railway renders the employee undesirable for its service. If removed for cause they shall be provided with a written notice. If retained, seniority in the Maintenance of Way department shall commence from the date of entry into the service as Maintenance of Way employee under this agreement.
- 9.2 When two (2) or more employees are employed in the bargaining unit on the same day, their seniority standing will be determined in the following order:
- (a) last date of entry into Company service; if the same,
  - (b) the local time at which they started work in the bargaining unit; if the same,
  - (c) date on which application for employment was made; if the same,
  - (d) by a drawing of names as arranged by the appropriate Company Officer and the Local Representative.
- 9.3 In the event of an employee leaving the service when their services are required, upon re-entering the service, they shall rank as a new employee but shall not be required to complete the probationary period stipulated in Article 9.1. If the experience of an applicant meets the requirements of this Section they are, if employed, entitled to the minimum schedule rate.
- 9.4 Probationary employees, if qualified, shall have preference of employment over the engagement of new hires.

### Seniority Lists

- 9.5 Complete lists of all Maintenance of Way employees covered by this agreement on each seniority territory as defined\* hereunder, showing their date entered Maintenance of Way service, permanent position (if applicable), seniority standing in their respective departments and dates of promotion to higher classifications therein, shall be updated and posted at the headquarters locations of all employees concerned, on or before March 31 and September 30 of each year. A copy of said list shall be furnished to the Union Representatives of the employees. Seniority territories, as defined\* hereunder, shall not be changed except by agreement between the railway involved and the TCRC MWED President.

**Note:** See Seniority Territories, Appendix B

**Note 2:** In conjunction with the annual meeting pursuant to Section 13.4, the Union representatives will also meet with the designated officers of the company to discuss any changes to seniority lists on each district and division. At least 14 days prior to such meeting the Company will provide draft seniority lists. At least 7 days prior to such meeting the Union will provide a list of any issues to be discussed.

- 9.6** Separate lists will be prepared for employees in the Track Department, Bridge and Structures Department and all other groups governed by this agreement.
- 9.7** Seniority lists shall be open for correction for a period of one hundred and twenty (120) calendar days on presentation in writing of proof of error by the employee or their Representative to the issuing officer. Except by mutual agreement, between the TCRC MWED President or his designate and the appropriate officer of the Railway, seniority standing shall not be changed after becoming established by being posted for one hundred and twenty (120) calendar days following date of issue, without written protest.
- 9.8** The list for Track Maintainer shall be prepared and will include those employees who in the exercise of their seniority have been assigned to vacancies or new positions regarded at the time as providing full time work. A seniority list shall also be prepared for the classification of Trackman "B" to include those employees who have not exercised their seniority to fill positions in the classification of Track Maintainer.
- 9.9** A seniority list shall be established for Track Maintainer/Section Truck Drivers. Bulletined vacancies of Track Maintainer/Section Truck Driver will be awarded on the basis of seniority in the classification of Track Maintainer/Section Truck Driver. A Track Maintainer/Section Truck Driver will retain all seniority rights and shall be able to exercise all rights to promotion as currently provided for in the Collective Agreement. Displacement into the position of Track Maintainer/Section Truck Driver will be on the basis of seniority in the classification of Track Maintainer/Section Truck Driver. All current employees with Track Maintainer Seniority will be grandfathered onto the Track Maintainer/Section Truck Driver seniority list as agreed by the Company and the Union.

All training regarding the Section Vehicle will be provided by the Company during regular working hours. Upon award of a Track Maintainer/Section Truck Driver position, employees will be provided training as soon as reasonably possible, after which they shall have sixty (60) days to qualify. The Company is prepared to absorb the cost of training, qualification and any additional licensing fees regarding the operation of the Section Vehicle.

**a)** An employee will not forfeit seniority in higher classifications (above Track Maintainer) for failure to occupy vacancies in those classifications if the employee occupies a permanent position as a Track Maintainer/Section Truck Driver.

**b)** The Track Maintainer/Section Truck Driver will have the primary responsibility for the operation of the BTMF Section Vehicle. This operation will consist of the regular driving and daily inspection of the Section Vehicle. The principal duties of an employee working in the position of Track Maintainer/Section Truck Driver shall be that of a Track Maintainer.

**c)** If for any reason a Track Maintainer on the section is unable to drive the Section Vehicle, that duty will be performed by the Leading Track Maintainer or the Track Maintenance Foreman.

**d)** All training regarding the Section Vehicle will be provided by the Company during regular working hours. The Company is prepared to absorb the cost of any additional licensing fees regarding the operation of the Section Vehicle.

e) Work Equipment Repair Shop employees represented by the TCRC MWED shall provide maintenance services on the BTMF Section Vehicles, including repair of hydraulic components, crane and Hi-Rail components, in line with present practices.

**Note:** Following the 1993 BTMF Reorganization, on each Seniority Territory, bulletins were issued to fill the permanent positions of Track Maintainer/Section Truck Driver that were established under the BTMF implementation. For the purposes of establishing these new positions, one position of Track Maintainer, as outlined in the Article 8 notices, for each of the reorganized sections to which a BTMF Section Vehicle was assigned, were considered to be a vacancy for a permanent position of Track Maintainer/Section Truck Driver.

## Definitions

**9.10** A Track Maintainer is defined as an employee who has successfully completed the training program for such classification and has passed the qualifying tests as outlined in Section 14.

The position of Track Maintainer is to be regarded as one which has been assigned in accordance with the provisions of Article 10.10 and which has been worked, in the preceding eighteen (18) months, by the Track Maintainer assigned to it or by the senior Track Maintainer who has displaced the employee.

**9.11** After a position has been filled by a Trackman "B" for one (1) year, it shall be bulletined as a Track Maintainer position unless otherwise agreed between the TCRC MWED President and the appropriate Officer of the Railway.

**9.12** For employees engaged in specialized classes of work which justify other specified seniority territories, these may be established by agreement between the TCRC MWED President and the appropriate Officer of the Railway.

**9.13** Employees who, during the preceding calendar year, have performed no service for the Railway may be removed from the seniority list by agreement between the TCRC MWED President and the appropriate Officer of the Railway.

## Promotion

**9.14** Employees shall be promoted in each of the departments as enumerated in Articles 9.5 to 9.12, inclusive, on their respective seniority territories in order of seniority, provided they are qualified. Employees qualifying for Foremen positions must be able to read and write English or French.

**Note:** See Appendix A-3

**9.15 (a)** The line of promotion for employees in the Track Department shall be as follows:

- Extra Gang Foreman (Divisional)

- Asst. Extra Gang Foreman (Divisional)
  - Track Maintenance Foreman
  - Asst. Track Maintenance Foreman
  - Leading Track Maintainer
  - Track Maintainer
  - Trackman "B"/Extra Gang Labourer
- (b)** Extra Gang Foreman. The line of promotion for District or Regional Extra Gang Foreman shall be as follows:
- Extra Gang Foreman
  - Assistant Extra Gang Foreman

Then the following based on date of entry into the bargaining unit:

- (1)** TMF or Group 1 Machine Operator or ATMF or LTM or Group 2 Machine Operator.
  - (2)** Assistant Machine Operator or TM or Group 3 Machine Operator.
  - (3)** Any others based on entry into the bargaining unit.
- (c)** The order of preference for qualified employees in filling bulletined positions within the Bridge and Structures Department classifications shall be as follows:
- (1)** Bridge and Structures Foreman
  - (2)** Bench Carpenter, Plumber, Pipefitter, Welder, Pump Repairer, Plasterer, Electrician
  - (3)** Carpenter
  - (4)** Bridgeman, Rough Carpenter or Painter
  - (5)** Helper
  - (6)** B&S Gang Labourer (including Bridgetender -mechanical operation).
- (d)** Vacant or newly established welding positions will be awarded on the basis of seniority standing in the following order:
- (1)** Welder Foreman and Welder lists. Division Seniority Territory per Appendix B Wage Agreement 41 where applicable.
  - (2)** Employees with Track Maintainer classification. Division Seniority Territory per Appendix B Wage Agreement 41 where applicable.
  - (3)** Welder Foreman and Welder lists. District Seniority Territory for Gangs as per Machine Operator Supplemental Agreement where applicable.

- (4) Welder Foreman and Welders lists. Region Atlantic, Eastern, Prairie or Pacific where applicable.
- (5) Thermite Welders off the District List. Seniority Territory for Gangs as per Machine Operator Supplemental Agreement where applicable.

**Note 1:** The classification of Welder Helper is eliminated and all Welder Helpers will become Welders provided they are qualified and they will be added to the bottom of the Welders seniority list. Any Welder Helper who is not qualified as a Welder will be grand fathered as a Welder Helper on the District Welders Seniority List.

**Note 2:** It is understood that Welders will not be required to work alone when working on live track.

**9.16** Intentionally left blank.

**9.17** An Assistant Extra Gang Foreman who takes training and becomes qualified as an Extra Gang Foreman and is subsequently found to be unqualified as an Extra Gang Foreman, will forfeit their Extra Gang Foreman Seniority; however, in such case the employee shall retain entitlement to the rate while working as Assistant Extra Gang Foreman.

## **Positions Not Subject to Rules of Promotion**

- 9.18** The positions of Track and Bridge Watchman, and Signaller at highway or railway (non-interlocked) crossings are not subject to the general rules for promotion. These positions are intended to provide for employees who become unfit for other service, and shall be assigned to such employees in the Maintenance of Way department unless mutually agreed otherwise between the President TCRC MWED and the appropriate Officer of the Railway.
- 9.19** Watchmen at each location shall have preference of shift, based on seniority as Watchman, provided that, by mutual agreement between the authorized Union Representative and Representative of the Railway, rotation of shift may be arranged.
- 9.20** In the event of reduction of forces in positions mentioned in Article 9.18, the employee with the earliest date of entry into service as a Maintenance of Way Employee under this agreement shall have preference of employment. It is understood, however, that a disabled employee under the provisions of Article 9.18 may displace an able-bodied employee.

## **SECTION 10**

### **VACANCIES AND NEW POSITIONS**

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**10.1** Except as otherwise provided in Article 10.13, except for positions of Trackman "B" which need not be bulletined, employees shall be advised by bulletin on the first Monday of each month of all vacancies or new positions in their department (except official positions), including the positions of Extra Gang Foreman and Assistant Foreman (When the first Monday is a statutory holiday, the bulletin will be issued on the next regular working day). Bulletins will be posted promptly in places accessible to all employees affected. All Service Area bulletins, shall be posted on TR&E crews working on that district. A copy of each bulletin will be furnished to the Union officers of the territory involved.

Bulletins will be issued monthly. If there is no information to be distributed, a bulletin to that effect will be issued.

This rule is not intended to preclude the issuance of individual bulletins on other than the first Monday of the month should circumstances so warrant in any particular instance.

Bulletins shall remain open for applications for twelve (12) days from the date of issuance.

**Note 1:** Initial gang bulletins, when issued, will remain open for a minimum of twenty- one (21) days to a maximum of twenty-eight (28) days. Positions advertised will be awarded fourteen (14) days following the close of the bulletin.

**Note 2:** Any bulletined position not cancelled prior to the end of the bulletin period shall be awarded.

**10.2** Bulletins will show classifications of position, location and/or expected work locations in production gang advertisements, rest days, closing date, particulars of living accommodation, if the vacancy is temporary, its expected duration and any other information relevant to the position. The format of bulletins will be standard across the System.

**10.3** Employees desiring bulletined positions will submit written application, which application must reach the issuing officer not later than the fifteenth day after the date of the bulletin. Applicants must forward a copy of their application to their Local Representative. Applicants bidding on more than one position on the same bulletin must state, in order, their preference.

**10.4** Applicants to all positions on seasonal work gangs will be permitted to make application for a position on more than one (1) gang provided the start up time between those gangs is greater than forty-five (45) days.

Example 1:

Gang 1 start up February 1

Gang 2 start up April 1

An employee senior and qualified could, if he so applied, be awarded a group 1 Machine Operator's position on gang 1 on February 1 with the right to occupy another position on gang 2 on April 1 to which the employee is senior and qualified.

Example 2:

Gang 1 start up February 1

Gang 2 start up March 1

An employee senior and qualified could, if he so applied, be awarded an Extra Gang Foremen's position on gang 1 or gang 2. If he chose gang 1 their application for gang 2 would not be accepted. If he chose gang 2 he would not be permitted to work on gang 1 during the period February 1 – 28 inclusive.

- Subsequent vacancies on seasonal work gangs will be bulletined pursuant to the Collective Agreement.
- All employees awarded positions pursuant to this proposal would be considered as fulfilling their obligations with respect to Article 11.9 of Wage Agreement No. 41.

**10.5** An employee may bid to a lower classification or group or to any position in Wage Agreement 41 or any Supplemental Agreements thereto, without forfeiting seniority in any classifications or groups in which they have previously established seniority. However, an employee who bids from a permanent position in a higher class or group to a permanent position in a lower class or group within any particular agreement, or from a permanent position in one agreement to a permanent in another, will only be allowed to return to a permanent position in the higher classification or group or former agreement in the following situations:

- (a)** by bulletin, or
- (b)** when forced by the Senior May/Junior Must provisions, or
- (c)** E.S. situations, or
- (d)** in the event the employee is displaced or laid off from their permanent position.

**10.6** An employee who does not bid on a position for which they had previously established seniority will not forfeit any seniority as a result of failure to bid for any position.

- 10.7** An employee will not forfeit any established seniority while working in a lower classification or group when a junior employee is working in a higher classification or group.
- 10.8** An employee applying for a permanent position is required to show on the application for the permanent position whether or not they intend to occupy that position immediately or to continue to occupy their temporary position. If the employee does not so indicate, it will be assumed that the employee will occupy the permanent position immediately.
- 10.9** An employee who has applied for a position may cancel their application provided written cancellation reaches the designated officer and the Union officer prior to the closing date and time of the bulletin, otherwise they will not be permitted to do so. An employee may bid on a vacancy which they have created.

**Note:** In circumstances whereby an employee has made a legitimate error in the manner in which they bid on the Initial Gang Bulletin they may notify the TCRC MWED Regional Director and request the error be corrected.

Within 16 days of the closing of the bulletin the TCRC MWED Regional Director must bring the error to the attention of the issuing officer of the Company, supplying any relevant information that would justify correction of the error.

If necessary, the TCRC MWED Director and the issuing officer of the Company will meet to discuss the legitimacy of the claim as soon as possible but no later than within 48 hours, unless mutually agreed otherwise. Such meeting, where practicable, may be by telephone. If it is agreed by the parties that the error was legitimate, the Company will have the error corrected and will post a corrector award in a timely manner. If agreement cannot be reached, a grievance may be initiated at step 2 of the grievance procedure.

On all other bulletins, if an employee has made a legitimate error in the manner in which they bid, the process of correction will be the same as above except such error must be brought to the Company's attention within 9 days of the closing of the bulletin.

It is agreed that a change of circumstances will not constitute a legitimate error.

Contact information for the Issuing officer of the Company and of the TCRC MWED Director will be on the bulletin.

Should any unforeseen concerns arise from this process, they will be discussed promptly and a good faith attempt will be made to resolve the issue to both parties satisfaction.

- 10.10** An awards bulletin will be issued 7 days following the closing date informing employees of the successful applicants to the positions advertised. Appointments shall be made by the officer issuing the bulletin to the senior qualified applicant in each classification or group. The name of the appointee and their seniority number will be shown on the next bulletin. Except as otherwise provided, the successful applicant will be required to take over the position without undue delay.

**Note:** Employees who already possess some of the qualifications required for a particular position or could be qualified in a reasonable period of time will be considered in accordance with Appendix A-3.

- 10.11** Bulletined positions may be filled temporarily pending the assignment of the successful applicant.
- 10.12** Any appeal against appointment must be made in the manner provided in Article 15.7 within twenty-eight (28) calendar days from the date of issue of bulletin covering such appointment.
- 10.13 (a)** Except as otherwise provided below, temporary vacancies of less than forty-five (45) calendar days required by the Company to be filled, in positions subject to being bulletined in accordance with Article 10.1, shall be filled by the senior qualified employee immediately available holding seniority in that classification or group, and working in a lower paid classification or group. Then in accordance with the line of promotion. If there is a reason a senior employee is considered not immediately available, this must be provided in writing to the TCRC MWED Director of the applicable Region. The provisions of Article 12.9 will apply.

An employee who does not exercise their seniority to such a temporary vacancy of less than forty-five (45) days will not forfeit any seniority.

- (b)** In the application of Article 10.13 (a) above, where a temporary vacancy of Track Maintenance Foreman or Assistant Track Maintenance Foreman of up to one hundred and twenty (120) calendar days is required by the Company to be filled on sections having regular assigned positions of Assistant Track Maintenance Foreman and/or Leading Track Maintainer, it shall be filled by employees in the following order of priority.

**T.M.F.**

- (1)** the senior Track Maintenance Foreman on that section not working as such; if none,
- (2)** the Assistant Track Maintenance Foreman on that section; if none,
- (3)** the senior Assistant Track Maintenance Foreman on that section not working as such; if none,
- (4)** the Leading Track Maintainer of that section.

**A.T.M.F.**

- (1)** the senior Track Maintenance Foreman on that section not working as such; if none,
- (2)** the senior Assistant Track Maintenance Foreman on that section not working as such; if none,

**(3)** the Leading Track Maintainer on that section.

If such temporary vacancy of over forty-four (44) but less than one hundred and twenty (120) calendar days cannot be filled under the above procedure, it will be bulletined under Article 10.1.

**(c)** An employee will only establish seniority in a higher classification by being awarded a bulletined vacancy in such higher classification. An employee filling a temporary vacancy under this Article 10.13 other than by bid will, at the conclusion of such temporary vacancy, revert to their former position.

**10.14 (a)** A qualified employee appointed to a higher classification by bulletin will be accorded a seniority date from the date of appointment on bulletin in such classification and in all lower-rated classifications in which they are qualified to work and in which they had not previously established seniority. This Article 10.14(a) does not apply to Bridge and Structures Department Employees.

**(b)** An employee appointed by bulletin to a position in a B&S classification listed in Article 9.15 (c) will be accorded a seniority date from the date of appointment in such classification and all lower rated B&S classifications in which they are known to be qualified to work and in which they had not previously established seniority. Notwithstanding the foregoing, an employee will only establish a seniority date in those groups in which they are known to be qualified to work and which they had not previously established seniority. (For the purpose of this Article 10.14 (b) each position listed in classifications 2, 3, 4 and 6 is a separate group.)

**(c)** Employees establishing seniority as Extra Gang Foremen or Assistant Extra Gang Foremen on a District Seniority List will not establish such seniority and seniority in lower-rated classifications pursuant to Articles 10.14a) and 10.14b) on another seniority list without first being awarded a bulletined vacancy to which such other seniority list applies. An employee establishing seniority as Extra Gang Foreman on a District Seniority List will also establish seniority as an Assistant Extra Gang Foreman on that District Seniority List if not previously established.

**(d)** An employee who has been appointed by bulletin to a higher classification and is not qualified to work in all lower-rated classifications or other group(s) within their classification at the time of their appointment, will be accorded their original seniority promotion date in the event they subsequently qualify for the classifications or group(s) for which they were previously unqualified.

**10.15** If none of the applicants hold seniority in the classification or group being applied for, the TCRC MWED/Canadian Pacific Committee may apply Appendix A-3 of Wage Agreement No. 41 on a case by case basis to allow applicants from other classifications or groups to be awarded a position. In the event there are no applicants for the position holding seniority within the particular Agreement, applicants from other Agreements, in order of their date of entry into M/W service will be considered based on A-3.

- 10.16** Should there be no qualified applicants for a bulletined position, the most junior qualified employee holding seniority in that classification or group, and working in a lower paid classification or group will be awarded the position. Should an employee decline to fill such a position awarded in this manner, that employee will forfeit seniority in that classification or group. The position will then immediately be awarded to the next most junior qualified employee holding seniority in that classification or group, and working in a lower classification or group within the particular Agreement, at the time that the awards are made, and so on.
- 10.17** When it is expected that the result of an employee bidding into another supplemental agreement would result in that employee being forced back to their own vacancy the employee will not be allowed to report to their new position. However, the vacancy they would have created in their own supplemental agreement will still be advertised. If there are qualified employees to fill the position then the employee will be released to their bid position and compensated for all loss of earnings and expenses incurred, if any.
- 10.18** In the event of a vacancy or new appointment occurring in the departments enumerated in Article 9.6 and no application being made, employees of the other departments shall have the preference in filling vacancies or new appointments before new employees are hired, provided they are qualified.
- 10.19** In case of emergency, an employee may be transferred temporarily to another sub-department of the Maintenance of Way service. Employees may also be transferred temporarily for extra gang work, to construction department, from one seniority territory to another, or on the opening of new lines, without losing their seniority standing on the seniority territory from which transferred, and transfer will be given in writing, if requested. Transfers, if extended beyond one (1) year, shall be subject to agreement between the appropriate Union officer and the appropriate officer of the Railway.
- 10.20** An employee accepting an official position may be returned to their former position if such change is made within a period of one (1) year, and after one (1) year they may displace the junior permanent employee of their class on their seniority territory.
- 10.21** a) An employee accepting an official temporary position with the Railway will be required to pay an assessment fee equal to monthly Union dues (the "Assessment") and will continue to accumulate all seniority.
- b) An employee who has accepted an official permanent position with the Railway will have the following options in regards to seniority:
- i) For those employees who accepted a position prior to January 1, 2012, and who elected not to pay the Assessment, seniority will continue to be frozen and such employee will not accumulate additional seniority.
- ii) For those employees who accepted a position after January 1, 2012, and who elected to continue to pay the Assessment, seniority will continue to accrue for a period of two years from January 1, 2018, so long as the employee continues to pay the Assessment. At the end of the two year period

the employee's seniority will be frozen provided the employee continues to pay the Assessment.

- c) Every employee who accepts an official permanent position with the Railway on or subsequent to January 1st, 2018:
  - i) Will have 90 days, from the date of appointment, to advise the Union and the Company of his or her decision whether or not to pay the Assessment. The employee's decision will be provided in writing on the designated form and, if required, will make any necessary arrangements for deduction of the Assessment.
  - ii) If the employee elects to pay the Assessment, he or she shall continue to accumulate seniority for a period of two years. At the end of the two year period, the seniority of the employee shall be frozen provided the employee continues to pay the Assessment. The principles set out in article 10.23 shall apply.
  - iii) If the employee chooses not to pay the Assessment, he or she shall be removed from all seniority lists and forfeit all previously accrued seniority. A copy of the employee's written declaration shall be provided to the Secretary Treasurer of the TCRC MWED via either fax or email.
- d) Except for employees who fall within the scope of paragraph b) i) above, every employee that initially elects to pay the Assessment and subsequently decides to stop paying the Assessment will be removed from all seniority lists and forfeit all previously accrued seniority.

**10.22** Permanent and temporary supervisors are not active bargaining unit members nor can they be represented by the Union while serving as a supervisor but they may continue to accumulate seniority in accordance with Article 10.21. The Company will provide timely notice, of temporary and permanent appointments and reversions to the unionized ranks, to the Secretary/Treasurer and the applicable TCRC MWED Director.

**10.23** Employee's permanently promoted from a bargaining unit position who reverts to a bargaining unit position will not be eligible to receive a benefit contained in the Job Security Agreement, Article 7.14, unless such employee has occupied a bargaining unit position for a period of one (1) year or will be required to relocate in order to hold a position as a result of the implementation of a T/O/O change. It is also understood that this restriction may be waived by mutual agreement between the parties, should a junior employee eligible to receive Article 7 benefits contained in the Job Security Agreement be required to relocate as a result of the implementation of a T/O/O change during this one (1) year period.

**10.24** An employee holding seniority under this Agreement who works in a classification not specified in this agreement for a period of twelve (12) consecutive months will have their former permanent position bulletined as permanent.

**Note:** An employee will only be deemed as returning to the bargaining unit, if he works a classification specified within this agreement for no less than two full

pay periods. This shall also apply to the employee's ability to apply for bulletined positions under Article 10.1.

## SECTION 11

### STAFF REDUCTION AND RECALL

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- 11.1 Not less than ten (10) working days' advance notice will be given when regularly assigned positions and seasonal work crew positions are to be abolished, except in the event of a strike or a work stoppage by employees in the Railway industry, in which case a shorter notice may be given. Such notice will include, when known, the expected duration of temporary abolishments. A copy will be provided to the TCRC MWED Director of that Region.
- 11.2 The Company will provide employees working on seasonal work crews with monthly updates including best possible projection on the expected duration of work programs. It is anticipated that work schedules may change. Such changes and the contents of these updates will not be grieved.
- 11.3 An affected employee must within fifteen (15) calendar days, exclusive of any scheduled annual vacation or approved banked time, fulfill their obligations under Articles 11.3(a) and 11.3(b).
- (a) Except as otherwise provided in Article 10.13, or 10.14, in the event of displacement or lay off from a temporary position or at the conclusion of a temporary vacancy (over or under 45 days ), an employee must, do any of the following:
- (1) Displace a junior employee working a temporary position in any classification or group in which he holds seniority, or
  - (2) Revert to their permanent position, or
  - (3) May fill a vacancy in any class or group in which they hold seniority.

In the event of displacement or lay off from a temporary position or at the conclusion of a temporary vacancy employees, who hold a permanent position, will not be allowed to displace to other permanent positions in the circumstances where they can exercise any of the three (3) options listed immediately above. However, in situations where the employee does not own a permanent position and does not wish to exercise options one (1) or three (3) above, such employee will be allowed to exercise their established seniority to displace a junior employee in a permanent position

**Note:** Employees who already possess a preponderance of the qualifications required for a particular position or could be qualified on the job site in a reasonable period of time, shall be permitted to displace into the position in accordance with Appendix A-3. This shall not apply to positions for which Seat Stability applies, as per Article 5.17 of the Machine Operators Supplement, or positions where Train and Hold applies, as per Article 14.5A of Wage Agreement No. 41 and Article 5.3A of the Machine Operators Supplement.

In application to the Machine Operators Supplemental Agreement the Company and Union shall review annually what minimum level of qualification is to be possessed

by an employee to be eligible to make such displacement by classification and machine type.

When 14 working days or less remain on a temporary position only fully qualified employees may displace into such positions.

**(b)** In the event of displacement or lay off from a permanent position, an employee must, do any of the following:

- (1)** Displace a junior employee working a temporary position in any classification or group in which they hold seniority, such employee must declare to a permanent position unless covered under Article 7.9 of the JSA when a declaration is not required. In situations where 7.9 does not apply, an employee may elect to exercise to a temporary position but must declare to a permanent position. Such employee will not be required to report to such position until the employee has concluded exercising on temporary positions or vacancies at which time the relocation benefits under the JSA apply. If such an employee is successful to another permanent vacancy during the time they are exercising on temporary positions, the employee shall be eligible for relocation to that new permanent position, if applicable, at the conclusion of their exercising on temporary positions provided the cost is no greater than the cost would have been had the initial relocation taken place, or
- (2)** displace any junior employee working a permanent position in the class or group in which they held a permanent position, or
- (3)** may fill a vacancy in any class or group in which they hold seniority, subject to the same declaration process as in item 1 above.

**Note 1:** In situations where the employee is unable to exercise any of the above options, such employee will be allowed to exercise their established seniority to displace a junior employee in a permanent position in a higher class or group.

**Note 2:** Regardless of the above, in E.S. situations, an employee will be required to exercise all established seniority, on a senior may junior must basis, except as provided in Article 7.9 of the JSA.

**Note 3:** Other than what is currently contained within the Collective Agreement, it is intended that employees will not be laid off when work is available.

**(c)** An employee failing to exercise their seniority within fifteen (15) days\*, unless prevented by illness or other cause for which bona fide leave of absence has been granted, shall result in severance of their employment relationship, unless satisfactory reason is given.

**Note:** The fifteen (15) day time limit starts at the conclusion of any scheduled annual vacation or approved banked time.

- (d) Employees need not exercise seniority to a position expected to be in existence for less than forty-five (45) calendar days.
- 11.4 An employee whose permanent position is abolished and such employee has exercised their seniority in accordance with the above, will have prior rights to return to their former position if such position is re-established within a period of eighteen months. Such prior rights will not extend over a senior employee who has been displaced and is exercising seniority to displace a junior employee.
- 11.5 All rights and benefits to which the employees are currently entitled will not be affected by the Senior May / Junior Must concept.
- 11.6 The TCRC MWED and the Company may mutually agree that further changes to these seniority rules are required. Other than what is currently contained within the Collective Agreement, it is the intent of the parties that employees will not be laid off when work is available. Should the parties agree to further changes, all concerned will be advised by bulletin.
- 11.7 A Trackman "B", who is displaced for any reason, may, within fifteen calendar days of being displaced, exercise their seniority rights to displace a junior employee in that group. Such employee will have the right, seniority permitting, to return to their former position when work opens up at that point.
- 11.8 An employee, who is laid off on account of reduction in staff, and who is unable, in the exercise of seniority, to displace a junior employee on their own seniority territory in accordance with Articles 11.3 and 11.7 may, within thirty (30) calendar days, seniority permitting:
- (a) Displace the junior employee on the Region in the same seniority group from which laid off. An employee who elects to displace in accordance with the foregoing shall carry to the seniority territory to which they transfer only such seniority as was held in the classification from which they were laid off on their former seniority territory. In the application of this Article, Track Maintainers will be regarded as having been laid off from Class "A" positions.
- OR:
- (b) Elect to take layoff.
- (c) An employee electing to displace in accordance with Article 11.8 (a) shall, after displacing the junior employee on the Region, retain their seniority rights on their former seniority territory in all classes or groups in which they had formerly established seniority. However, if they fail to exercise such seniority at the first opportunity to a position bulletined on their former seniority territory where the work is of an expected duration of ninety calendar days or more, they will forfeit any and all seniority dates held in such former classes or groups.

Thereafter they will have the seniority date they carried and seniority dates established on the seniority territory to which they transferred. An employee returning to their former seniority territory shall relinquish all seniority dates

held on the seniority territory to which they had transferred. Copies of bulletins shall be furnished the employees concerned.

- 11.9** Except as provided in Article 11.10, when staff is increased or when vacancies of forty-five (45) days or more occur, laid-off employees shall be recalled to service in seniority order in their respective classifications by registered mail. Failure to respond to such recall within fifteen (15) days of the date the registered letter was sent to the employee's last known address, shall result in severance of employment relationship, unless satisfactory reasons are given.
- 11.10** When staff is increased or when vacancies of forty-five (45) days or more occur, laid-off Trackman "B" who wish to work on other than their own home section, shall be required to accept recall to such work in seniority order, provided they have indicated in writing to the proper officer of the Railway their desire to have their names placed on the recall list for such work. Failure to accept such recall within fifteen (15) days of the date an employee is notified at their last known address will result in their name being removed from the recall list and they will not be called again for work on other than their own home section during the period of their lay-off.
- 11.11** Temporary positions or temporary vacancies of under forty-five (45) days duration shall be filled by qualified laid-off employees living at or near the work location, provided they are immediately available and provided the provisions of Article 10.13 a) have been fulfilled. Laid-off employees shall not be required to accept recall to vacancies of less than forty-five (45) days when they have steady employment elsewhere.
- 11.12** A laid-off employee must keep the proper officer of the Railway advised of their address at all times.
- 11.13** A Trackman/Track Maintainer who has been laid off on account of reduction of staff and who is unable to exercise displacement rights in accordance with Article 11.8, shall have preference of employment in order of seniority in any extra gangs.

It will not be necessary for the Trackman or Track Maintainer, having completed their probationary period under Wage Agreement No. 41 to complete a probationary period under Wage Agreement No. 42. They will be paid the maximum rate per hour applicable to a temporary Extra Gang Labourer who has the same amount of cumulative compensated service.

It is also understood that when a temporary Extra Gang Labourer is employed on a regular section gang they will be required to comply with the provisions of Article 9.1 of Wage Agreement No. 41 if they had not previously done so.

## **SECTION 12**

### **MEALS, LODGING AND EXPENSE CLAIMS**

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- 12.1** Employees called to work outside of their regular working limits, requiring their absence beyond regular working hours, shall be supplied with boarding cars or alternate accommodations or given an opportunity to procure meals when necessary and practicable.
- 12.2** There shall be no charge to employees for meals supplied by the Company or by contractors outfit on boarding cars. Employee must provide twenty-four (24) hours' notice to those in charge of outfits of their intent to be absent for two (2) or more consecutive meals.
- 12.3** Where it has heretofore been the practice in boarding outfits, one (1) employee shall be allowed one (1) hour for cooking dinner and one (1) hour for cooking supper. This will not apply where meals are furnished by boarding car contractor or where a Foreman is boarding the employees.
- 12.4** In large gangs time will be increased sufficiently for the employee to perform this duty. Foremen shall be held responsible if there is any excess time devoted to cooking. Employees performing this service shall not be paid for time in excess of that period on any day to other labourers in the gang. Notwithstanding the provisions of Article 12.2, the Railway may elect to employ a suitable cook.
- 12.5** When it can be done without in any way interfering with the work, employees shall be permitted to take meals at their homes. When meals are to be so taken, employees must give one day's notice to the person in charge of the boarding car.
- 12.6** Bridge and Structures road gang cars, welding gang and Extra Gang Foreman's cars or other cars generally used throughout the years, will be equipped with clean mattresses, and with end doors if required, and as conditions permit such cars as are not fitted with sleeping car type berths will be equipped with steel bunks with springs, and the number of bunks per car will be so regulated that there will not be less than 200 cubic feet of space per employee sleeping in the car.
- 12.7** Employees taken off their assigned territory or regular boarding outfits, to work temporarily on snow or tie trains, or other work, shall be compensated for boarding and lodging expenses they necessarily incur. This shall also apply under similar conditions to Pump Repairers when taken away from their headquarters and to Pumpmen when away from their regularly assigned territory.
- 12.8** Intentionally left blank.
- 12.9** Expense Claims (See Appendix D)
- a) System Rest Day Travel Policy**

Rest day travel arrangements must be fair and practical and must not be permitted to interfere with the performance of work. These arrangements must also contain suitable restrictions on the frequency of trips and must

not place an unreasonable economic burden on the Company.

A variety of means can be utilized to assist the employees with rest day travel. The determination of the means to be applied in any given situation must rest with the appropriate Company Officers.

**Qualification:**

In order to qualify for rest day travel assistance, an employee must be required to work away from their home location, on a regular basis, as follows:

- a) a minimum of five (5) consecutive days prior to the start of rest days on a 5&2 work cycle, or,
- b) a minimum of four (4) consecutive days prior to the start of rest days on a 4&3 work cycle, or,
- c) a minimum of seven (7) consecutive days prior to the start of rest days on a 7&7 work cycle, or,
- d) a minimum of eight (8) consecutive days prior to the start of rest days on a 8&6 work cycle

It is not the intention to provide rest day travel assistance to an employee holding a permanent position in one location who elects to live in another; however, there may be exceptional situations, such as lack of housing, etc., which may require that consideration be given to a rest day travel allowance in such situations. These situations must be authorized by the appropriate Company Officer in advance.

**Travel Assistance:**

As mentioned above, the means to be used to assist employees with rest day travel will vary.

The Company will decide which means of travel assistance will be offered to the employee(s). The means that may be employed are:

- Train Service
- Company Vehicles
- Actual bus fares by way of tickets or passes provided by the Company
- A mileage allowance calculated using bus fares prevailing on August 1<sup>st</sup> each year.

The employee will elect which offer they prefer from those advanced.

Note: The offer must include a choice of the mileage allowance.

**This table is for illustrative purposes only (Bus Rates as of August 1, 2017):**

DISTRICT	BUS RATE	4/3, 5/2 SCHEDULE PLUS 6 CENTS	7/7, 8/6, 9/5 SCHEDULE PLUS 11 CENTS	All Employees working on Region Crews \$0.37
ATLANTIC D-1	24.92 CENTS/KM	30.92 CENTS /KM	35.92 CENTS /KM	37 CENTS /KM
EASTERN D-2	24.55 CENTS/KM	30.55 CENTS /KM	35.55 CENTS /KM	37 CENTS /KM
PRAIRIE D-3	19.42 CENTS/KM	25.42 CENTS /KM	30.42 CENTS /KM	37 CENTS /KM
PACIFIC D-4	18.23 CENTS/KM	24.23 CENTS /KM	29.23 CENTS /KM	37 CENTS /KM

\* Employees working on a Region Crew that is working an 8&6 or 7&7 schedule will only be entitled to the Region Crew mileage allowance.

**Restrictions:**

The Company's commitment under this rest day travel policy shall not extend beyond the limits of the Region\* on which the employee is working at the time of submission. The only exception to the foregoing is when an employee is employed on a gang which is temporarily transferred from one Region to another. In such circumstances, the employee shall be entitled to rest day travel assistance on a pro-rata basis, from his/her work location on one Region to their home location on the other.

\* (The former Atlantic, Eastern, Prairie and Pacific Regions will remain separate for the purpose of establishing travel limits for this policy)

Note: These restrictions may only be modified by mutual agreement between the Parties.

**Administration:**

Claims for payment under the terms of this arrangement must be made in accordance with Company instructions. For all Rest Day Travel expense claims submitted to the Company, the employee submitting such expense claim shall retain evidence (which, when possible, will include receipts) verifying the expense claimed for 1 year from the date of the expense claim. Upon formal request from a Company Officer in Forensic Audit & Investigations, Employee Relations or Labour Relations an employee shall provide the evidence verifying the expense claimed.

- Mileage allowance adjustment for bus fares will be made on August 1st of each year. Should the bus rates in any given year decrease, the rate established in the previous year will remain in effect.

- Applies to production gang employees who are provided with boarding car or direct billed accommodation. Also applies when a per diem is provided in lieu of boarding cars or direct billed accommodation.
- Applies when traveling to/from principal place of residence (PPR) to/from special work site on scheduled days off.
- For the purpose of this claim, employees are allowed to register a second PPR on the Region in the event that their primary PPR is not located on the Region.
- Secondary PPR's must be within a reasonable distance of the Canadian Pacific track network. Payment will not exceed 100 kilometers past the Canadian Pacific track network.
- Employees who do not have a Primary Place of Residence (PPR) on the Region and do not declare a secondary PPR on the Region will be provided with a rest day Travel Allowance; the maximum claim will be the distance from the assembly point to the regional boundary. If the employees travel to a location other than their PPR, they will be provided with an allowance based upon the lesser of the distance actually traveled or the distance to the regional boundary.
- Employees must provide the Company with the address of their primary PPR and their secondary PPR, if one exists, at the outset of production gang season. The location of secondary PPR's will not be adjusted during the production gang season.
- The relocation of primary PPR's must be supported by a change of address, change of telephone number when applicable, and a photo copy of their driver's license depicting their new address, where applicable.
- This allowance will cover all expenses incurred while traveling on scheduled days off.

**Note:** As required by Revenue Canada, all employees reporting to work at "Special Work Sites" are required to file with the employer, form TD4, which identifies the employee's principal place of residence ("PPR"). As described under Revenue Canada's requirements found under their Interpretation Bulletin – IT 91R4 "Employment at Special Work Sites or Remote Locations", a post office box will not qualify as a PPR but requires the place to be a self-contained living accommodation.

**(b) Direct Billed accommodation or a Per Diem in lieu:**

- Applies in all instances where direct billed hotel accommodations are provided in this Section 12 with the exception of Article 12.9 e).
- When direct billed accommodation is provided by the Company it shall be single occupancy accommodation. The Company further agrees that every employee may, in lieu of single occupancy accommodation, and at his or

her sole discretion, choose to receive the Per Diem amount set out in section 12.9(b) of the Agreement No. 41.

**Note:** The Company shall, in a timely manner, make every good faith effort to ensure that every employee is provided with single occupancy accommodation.

In the event that, at any particular location, no reasonable way can be found to provide every employee with single occupancy accommodation, the Company and the TCRC MWED Director of the applicable Region shall discuss the matter in an attempt to reach a mutually acceptable solution. If no solution can be found, the overflow of employees shall be placed into double occupancy accommodation in inverse seniority order using their date of entry into Company service.

- when per diems are provided in lieu of direct billed accommodation and meal allowance, they shall be as follows.

Per Diem: \$110.10 (Effective January 1, 2020, this amount will be increased to \$112.10 and effective January 1, 2022, this amount will be increased to \$114.10)

- employees on a per diem must secure suitable accommodation to ensure proper rest.
- employees will be responsible for their own travel to and from their place of accommodation and the designated assembly location.
- Assembly locations will be established by mutual agreement between the appropriate Representative of the Union and the Company.
- time will be paid for travel to and from the work site and the designated assembly location, if applicable, regardless of where employees elect to take lodging.
- when direct billed accommodation is supplied, the meal allowance shall be \$47.00 (Effective January 1, 2020, this amount will be increased to \$49.00 and effective January 1, 2022, this amount will be increased to \$51.00)

**(c) Scheduled days off allowance when remaining on Boarding Cars or in Direct Billed accommodation:**

- applies to employees who are entitled to a travel allowance on their scheduled days off but elect to remain on their boarding cars or in Company provided direct billed accommodation (Review note below).
- a daily meal allowance of \$30.10 (Effective January 1, 2020, this amount will be increased to \$32.10 and effective January 1, 2022, this amount will be increased to \$34.10) will be provided if weekend meals are not available

on boarding cars, or when employees are provided with direct billed hotel/motel rooms.

**Note:** Revenue Canada rules require that travel between the “Special Work Site” and the principal place of residence normally must exceed eighty (80) kilometers in order to obtain this allowance as a non-taxable payment.

**(d) Ad hoc Allowance:**

- applies when employees are required to stay away from their headquarters or boarding cars overnight.
- employees will receive a meal allowance when accommodation is direct billed or claimed against the Company of \$47.00 (Effective January 1, 2020, this amount will be increased to \$49.00 and effective January 1, 2022, this amount will be increased to \$51.00)
- in lieu of the above and at the employee’s discretion, employees will be provided with a meal and lodging per diem allowance as follows:

Per Diem: \$110.10 (Effective January 1, 2020, this amount will be increased to \$112.10 and effective January 1, 2022, this amount will be increased to \$114.10)

- employees on a per diem must secure suitable accommodation to ensure proper rest.

**e) Forced to temporary vacancies/positions: (must be a minimum of eighty (80) kilometers from their residence)**

For the sole purpose of this provision, home location will be considered to be within eighty (80) kms of an employee’s place of residence. Expenses will be provided to employees who are forced to fill temporary vacancies/positions away from their home location.

An employee will be considered as “forced”, if they fill a temporary vacancy/position to:

- Protect their seniority or,
- To protect their ES or JS or,
- To remain working (if there is no work available at home location).

The first month’s expense allowance will be as follows:

- The Company’s option of Company supplied accommodation and meals or; direct billed accommodation and meal allowance or; a per diem in lieu of same, as provided for in Section 12 of Wage Agreement 41. In instances where the expenses provided are direct billed accommodation and meal allowance or a per diem in lieu of same, the employee can instead elect a flat rate expense claim of \$1,250 without receipts.

For all subsequent months, the employee will receive a flat rate of \$855 a month without receipts.

- Monthly flat rate expense claims will be subject to prorating and rounded up to the nearest week when an employee is released or displaced during the course of a month.
- Rest Day travel in accordance with Article 12.9a) will apply. However, in the application of this provision it is understood that any employee who voluntarily changes their place of residence to more than one hundred (100) kms from the Canadian Pacific track network, will not be entitled to rest day travel allowance for those kilometers beyond one hundred (100) kms from the Canadian Pacific track network.

In order to lessen the need for employees to be forced to work away from their home location, the following exceptions will be made to the forcing provisions of the Collective Agreement and Job Security Agreement:

- A senior employee collecting ES benefits will not be forced to fill a temporary vacancy/position away from their home location if there is a qualified junior ES employee residing within eighty (80) kms of the temporary vacancy/position.
- A senior laid off employee entitled to JS-SUB benefits will not be forced to fill a temporary vacancy/position away from their home location if there is a qualified junior employee residing within eighty (80) kms of the temporary vacancy/position. It is understood that if their JS-SUB ceases, the senior employee will have the option of filling a temporary vacancy/position away from their home location. If the employee chooses to fill the temporary vacancy/position in this instance they will be entitled to expenses under this provision providing there is no work available at their home location.
- A senior laid off employee who is not entitled to JS-SUB benefits will not be required to fill a temporary vacancy/position away from their home location if there is a qualified junior employee residing within eighty (80) kms of the temporary vacancy/position. It is understood that if the senior employee chooses to remain working by filling a temporary vacancy/position in this instance they will be entitled to expenses under this provision providing that there is no work available at their home location.
- It is also understood that when an employee has been forced to work away from their home location and a temporary vacancy/position that their seniority entitles them to later becomes available at their home location, the employee will have the option of returning to their home location to fill that temporary vacancy/position or stay on the temporary position away from their home location. However, if in this instance the employee opts to stay on the temporary position away from their home location, they will not be eligible for expenses, as this will no longer be considered as a “force”.

- f) Forced to temporary vacancies: (Regional/District Seniority)  
(Must be a minimum of fifty-six (56) kilometers from their residence)**
- occurs when a junior employee is forced to a position through the application of senior may/junior must rules.
  - employees will receive a meal allowance when direct billed accommodation is provided by the Company of \$47.00 (Effective January 1, 2020, this amount will be increased to \$49.00 and effective January 1, 2022, this amount will be increased to \$51.00)
  - in lieu of the above and at the employee's discretion, employees will be provided with a meal and lodging per diem as follows:  
  
Per Diem: \$110.10 (Effective January 1, 2020, this amount will be increased to \$112.10 and effective January 1, 2022, this amount will be increased to \$114.10)
  - employees on a per diem must secure suitable accommodation to ensure proper rest
- Note:** The Company's current practice of providing expenses to employees occupying temporary positions at certain locations, whether by bid or force, will not be changed.

- g) Employees required to report to other than normal reporting location, within an 80 kilometer radius of their PPR and they agree to commute, using own vehicle shall be provided with the following allowances:**
- Daily Meal Allowance - \$23.50 (Effective January 1, 2020, this amount will be increased to \$25.50 and effective January 1, 2022, this amount will be increased to \$27.00)
- Commuting Allowance - \$0.37/km

**Note 1:** Does not apply when forced to temporary vacancies.

**Note 2:** In addition to the expense provisions outlined above, the expense entitlements contained in JSA Article 7.3(c) will also apply.

- h) These expense entitlements will apply to production crew employees in the following four (4) situations:**
- 1. Production crew is staying in Company direct billed accommodation less than fifty-six (56) km's from the employee's PPR.**
    - a)** Employee will not be allowed to stay in the Company direct billed accommodation. The Company will make exceptions for hardship cases e.g. employee does not have a vehicle, where accommodation and meal allowance will be provided.

- b) An employee, who drives their vehicle home, will be provided with 37 cents per kilometer for actual mileage traveled to and from assembly point; and
- c) Employees will be provided with \$23.50 (Effective January 1, 2020, this amount will be increased to \$25.50 and effective January 1, 2022, this amount will be increased to \$27.00) per day for meals.

**2. Production crew is staying in Company direct billed accommodation at least fifty-six (56) km's from the employee's PPR.**

The employee will be given the option of whether to stay in direct billed accommodation or elect Per Diem in lieu of direct billed accommodation and meal allowance.

**3. Production crew is staying in Company boarding cars less than fifty-six (56) km's from the employee's PPR.**

a) An employee may return home at their discretion. An employee, who drives their vehicle home, will be provided with 37 cents per kilometer for actual mileage traveled to and from assembly point; and

b) Employee will be given \$23.50 (Effective January 1, 2020, this amount will be increased to \$25.50 and effective January 1, 2022, this amount will be increased to \$27.00) per day for meals provided that the Company can avoid the cost of providing the employee with meals on the boarding car. Otherwise, the employee will be allowed to take meals on the boarding cars.

**4. Production crew is staying in Company boarding cars at least fifty-six (56) km's and less than eighty (80) km's from the employee's PPR.**

a) Employee will remain on the boarding cars unless mutual agreement is reached between the employee and the Company that the employee will return home. An employee, who drives their vehicle home, will be provided with 37 cents per kilometer for actual mileage traveled to and from assembly point; and

b) An employee will receive a \$23.50 (Effective January 1, 2020, this amount will be increased to \$25.50 and effective January 1, 2022, this amount will be increased to \$27.00) provided that the Company can avoid the cost of providing the employee with meals on the boarding car. Otherwise, the employee will be allowed to take meals on the boarding cars.

**Note:** These expense entitlements have application to employees on production crews only. They do not resolve the issues involving employees accommodated in boarding cars or direct billed accommodation, on other than production crews, nor do they set precedent in those cases.

## **Auto Allowance**

- 12.10** When directed by the Company to use a personal automobile, an automobile mileage allowance is paid in the amount of thirty-seven (37) cents per kilometer.
- 12.11** Opportunity and free transportation shall be given to employees for getting to their place of residence on their rest days, when such leave will not interfere with the performance of the work.

## **Traveling or Detained On Orders Of Railway**

- 12.12** Employees when detained for conveyance and while traveling on passenger trains on orders of the Railway to and from work away from their regular sections or headquarters after regular hours will be paid at the straight time rate for all time involved, except that they will not be paid between the hours of 10:00 p.m. and 6:00 a.m. when passenger sleeping car accommodation is provided for them.

Unless an employee is voluntarily exercising their seniority rights, an employee who is instructed to travel to relieve a Foreman will be paid their regular rate while traveling to the assignment and will be paid at the Foreman rate while returning to their regular assignment.

- 12.13** Employees will be paid for time traveling in boarding and sleeping cars, on orders of the Railway, under the following conditions only:
- (a)** during regular working hours, or
  - (b)** between 12:01 a.m. and 6:00 a.m. provided the employees concerned have to work that day, or
  - (c)** between 6:00 a.m. and 10:00 p.m. on a regularly assigned rest day or on a general holiday.

Payment under the foregoing conditions shall be at straight time.

- 12.14** Employees not traveling in boarding and sleeping cars when such cars are moved on orders of the Railway and employees required to change hotels mid cycle will, provided they were available for duty at the old work location at the completion of work and are available for duty at the new location at the commencement of work, be paid straight time for the time taken for such movements during regular working hours. Employees moved on orders of the Railway outside of regular working hours shall be paid at the overtime rate for all such hours.
- 12.15** When required the Foreman, or another employee designated by the Company, will accompany boarding and sleeping cars being moved from one location to another. In such circumstances, payment will be in accordance with Article 12.13.
- 12.16** When practical to do so, boarding and sleeping cars shall be moved at times other than between 11:00 p.m. and 6:00 a.m.

- 12.17** Employees' time spent traveling to and from the designated assembly point during assigned hours will be included in a day's pay.
- 12.18** Employees' time spent traveling on track motor cars or Company-operated vehicles outside of assigned hours shall be paid at the time and one-half rate except while traveling as passengers in a bus, truck cab, crew compartment of a highway vehicle, or in other similar suitable equipment provided for the carrying of passengers, when payment will be made at the straight time rate.
- 12.19** Notwithstanding the provisions of Article 12.18, employees' time spent traveling prior to regular starting time shall be paid at time and one-half rate.
- 12.20** The traveling time referred to in Articles 12.18 and 12.19 will not be used in computing daily or weekly overtime.
- 12.21** When boarding cars are moved during the regular work cycle, employees moving their private vehicles outside of regular working hours will be paid the mileage allowance in accordance with Article 12.9(a).

**12.22 Assembly Points**

- (a)** Time for employees not living in hotels, motels, boarding cars, or other mobile units, will start and end at designated tool houses or shops.
- (b)** Assembly points for employees living in Company provided hotels, motels, boarding cars or other mobile units, will be the living accommodation provided. Time for these employees will start and end at the assembly point.
- (c)** Assembly points for employees who arrange their own accommodation in accordance with Article 12.9 (b), will be determined by the Company and the Union. Time for these employees will start and end at the assembly point.
- (d)** For production gang employees, in calculating penalty overtime, regular time will commence upon arrival at the work site or, one (1) hour after starting time, whichever occurs first.

**Note:** This application does not apply to Crew Bus Operators & other employees who engage in transporting employees to and from work sites, or employees operating Company vehicles.

- (e)** Employees who voluntarily elect to travel between the assembly point and worksite in their own vehicles will be governed the same as (d) above, provided they reach the worksite on time.
- (f)** Where local conditions necessitate it temporarily, other designated assembly points may be established by mutual agreement between the appropriate Representative of the TCRC MWED and the Company.

## **Transportation Provisions**

**12.23** Employees laid off through reduction when re-engaged within one (1) year, shall be granted free transportation to and from a place of work over the seniority territory on which formerly employed pursuant to the letter dated May 17, 1985 concerning rest day travel assistance forming a part of the Article III Settlement dated May 20, 1985. This provision will also apply to employees holding permanent positions who are appointed to fill positions on seasonal work gangs.

**12.24** An employee exercising their seniority to a permanent position in a higher classification will have the cost of transporting their household effects paid for by the Company. It is understood that such expenses will only be considered necessary if the employee is required to commute an additional forty (40) miles from residence to headquarters.

### **12.25 Meals on Boarding Car Outfits**

Prior to January 30<sup>th</sup> of each year, the Company will review the catering menu for boarding car outfits with the Union.

Should problems with meal quality or frequency arise, the concern will be immediately brought to the attention of the respective Work Crew Supervisor. If not resolved within two (2) business days, the respective Director of the Union shall bring such concern(s) to the attention of the Director of Track Renewal, within five (5) days of the notice of the unresolved concern, so that the appropriate remedies can be identified and implemented.

### **12.26 Laundry Allowance**

When an employee working on a Seasonal Work Crew is away from their place of residence for a period of three (3) nights (4&3 work schedule), or four (4) nights (5&2 work schedule), or more, and where laundry facilities are not provided by the Company, a laundry expense of \$7.00 per work cycle may be claimed.

When an employee working on a Seasonal Work Crew is away from their place of residence for a period of eight (8) nights (9&5 work schedule), seven (7) nights (8&6 work schedule), or six (6) nights (7&7 work schedule), or more, and where laundry facilities are not provided by the Company, a laundry expense of \$14.00 per work cycle may be claimed.

Dry cleaning charges do not qualify for the laundry expense claim.

### **12.27 Meal Allowance**

Employees that are not being provided with meal expenses or per diem expenses and are on duty in excess of three (3) hours beyond their regular quit time will be supplied with a meal or a \$16.00 meal allowance in lieu thereof.

The practice of continuing to provide meals to employees who return to Boarding Car Outfits under the aforementioned circumstances shall remain in effect.

## **SECTION 13**

### **PERFORMANCE OF MAINTENANCE OF WAY WORK BY EMPLOYEES OUTSIDE OF DEPARTMENT**

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**13.1** Except in cases of emergency or temporary urgency, employees outside of the maintenance of way service shall not be assigned to do work which properly belongs to the Maintenance of Way department, nor will Maintenance of Way employees be required to do any work except such as pertains to their division or department of Maintenance of Way service.

**Note:** The Company is prepared to investigate any complaints of supervisors performing bargaining unit work if brought to the attention of the Manager, Labour Relations. When warranted, corrective action will be taken. This understanding does not preclude the Union exercising their rights to final determination under the disputes resolution procedures of the Collective Agreement.

### **Contracting Out**

**13.2** Work presently and normally performed by employees who are subject to the provisions of this wage agreement will not be contracted out except;

- (a) When technical or managerial skills are not available from within the Railway; or
- (b) Where sufficient employees, qualified to perform the work, are not available from the active or laid-off employees, and such work cannot be delayed until such employees are available; or
- (c) When essential equipment or facilities are not available and cannot be made available at the time and place required (i) from Railway-owned property, or (ii) which may be bona fide leased from other sources at a reasonable cost without the operator; or
- (d) Where the nature or volume of work is such that it does not justify the capital or operating expenditure involved; or
- (e) The required time of completion of the work cannot be met with the skills, personnel or equipment available on the property; or
- (f) Where the nature or volume of the work is such that undesirable fluctuations in employment would automatically result.

**Note 1:** Refer to Appendix 1 of this Section concerning the Company's commitment to commence insourcing work.

**Note 2:** See Appendix A-19 – Letter dated May 11, 2017 with respect to the Company's ongoing obligation to reduce contracting out.

**Note 3:** See Appendix A-20 - Letter dated May 11, 2017 with respect to Bridge & Structures facilities work.

- 13.3** 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.
- 13.4** At a mutually convenient time at the beginning of each year and, in any event, no later than January 31 of each year, Representatives of the Union will meet with the designated officers to discuss the Company's plans with respect to contracting out of work for that year. In the event Union Representatives are unavailable for such meetings, such unavailability will not delay implementation of Company plans with respect to contracting out of work for that year.

The Company will cover the expenses and wages for one (1) Local Representative from each affected Basic Seniority Territory to attend the annual Service Area contracting out review meeting.

- 13.5** The Company will advise the Union Representatives involved in writing, as far in advance as is practicable, of its intention to contract out work which may have a material and adverse effect on employees. Except in case of emergency, such notice will not be less than thirty (30) days.
- 13.6** Such advice will contain 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. If the TCRC MWED Director, or equivalent, requests a meeting to discuss matters relating to the contracting out of work specified in the above notice, the appropriate company representative will promptly meet with him/her for that purpose.
- 13.7** Should a TCRC MWED Director, or equivalent, request information respecting contracting out which has not been covered by a notice of intent, it will be supplied to him/her promptly. If they request a meeting to discuss such contracting out, it will be arranged at a mutually acceptable time and place.
- 13.8** On a quarterly basis, the Company will provide the designated Union Representative with itemized lists of all contracts.
- 13.9** Where the Union contends that the Company has contracted out work contrary to the provisions of this Article, 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 thirty (30) days from the alleged non-compliance.

## **Appendix 1**

The Company is committed to commence insourcing work that was traditionally performed by TCRC MWED employees. Such work shall include, but not be limited to, snow removal, brush work, track protection, track repair, track maintenance and track construction, and the construction, repair and maintenance of bridges and structures.

The parties recognize that in order for the Company to fulfill its commitment, issues of hiring, training and the acquisition of equipment will have to be addressed.

The parties also appreciate that matters of cost and efficiency are criteria which form considerations to the implementation of the insourcing, described above.

The parties recognize that dealing with these issues will take some time. With that in mind, the Company agrees to address this issue on an ongoing basis and have all relevant matters settled and implemented by the end of the term of the present contract, December 31, 2017.

Nothing in this Appendix 1 shall limit or interfere with the Union's ability to exercise its rights under Article 13.9 of the present collective agreement.

The President of the Union and the Senior Vice President, Operations will meet monthly to discuss the progress of the insourcing.

## **Leave of Absence**

- 13.10** Employees shall be granted leave of absence in accordance with the current general regulations or practice of the Railway. The TCRC MWED Director will be notified when such leave is granted.
- 13.11** Employees elected to a full time Union position, shall be granted leave for the term of office or until completing the activity as the case may be, for which leave of absence was granted. Any elected Union official on leave of absence from their regular position will be credited with compensated service for all time served in their elected Union position.
- 13.12** Leave of absence shall be granted to members of duly appointed committees for the adjustment of matters in dispute between the Railway and the employees within ten days after request in writing has been made to the proper officer.
- 13.13** Employees shall, if desired, be granted leave of absence at least six times each year to attend their meetings. Such leave will only be granted when consistent with good service and provided the railway is not put to any additional expense.

## **Special Maintenance and Extra Gangs**

- 13.14** Track Maintainers and Trackman "B" employed in temporary extra gangs to be known as special maintenance gangs, doing section maintenance work, shall be paid the applicable Trackman or Track Maintainer rate.

Service performed in a special maintenance gang by a probationer who has had service on a regular section will be counted towards completing the probationary period as specified in Article 9.1 of Wage Agreement No. 41.

- 13.15** Section rates of pay shall not apply on large temporary extra gangs employed in ballasting and lifting track where new material has been distributed continuously along the line, relaying rail out of face, lining and other work incidental to such

ballasting and relaying rail, or in other work too heavy for regular section gangs to perform.

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

### **Composition of B & S (Bridges & Structures) Crew**

**13.17 (a)** A Bridge and Structures gang will be composed of a B&S Foreman and any of the classifications listed in 9.15 (c).

**Definitions:**

1<sup>st</sup> Foreman

2<sup>nd</sup> Carpenters, who shall be skilled mechanics in house or bench work, and have a proper kit of carpenter's tools.

3<sup>rd</sup> Bridgemen, who shall be rough carpenters, experts in saw, axe and hammer work, and have a general experience in bridge work.

4<sup>th</sup> Bridge and Structures Gang Labourers who shall be capable of performing such work as may be assigned to them.

**(b)** The following line of promotion shall be used exclusively for consolidation purposes and the current practices with respect to the composition of B&S gangs will remain intact.

**(1)** Bridge and Structures Foreman

**(2)** Bench Carpenter, Plumber, Pipefitter, Welder, Pump Repairer, Plasterer, Electrician

**(3)** Carpenter

**(4)** Bridgeman, Rough Carpenter or Painter

**(5)** Helper

**(6)** B&S Gang Labourer (including Bridgetender -- mechanical operation).

### **Snow Service**

**13.18** Intentionally left blank.

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

- 13.20** On a section from which a snow plow is operated, the Trackmen, Track Maintainers and Leading Track Maintainers bidding on positions bulletined for this section, need not be qualified or have to qualify for the operation of snow plows. However, the Union and the Company will cooperate in endeavoring to have sufficient qualified employees available to operate snow fighting equipment.
- 13.21** A senior Snow Plow Foreman desiring to exercise seniority rights at any location must be available when required.
- 13.22** Snow Plow Foreman have rights to position of Flanger Foreman when a snow plow is not required.
- 13.23** Regular Trackmen, Track Maintainers and Leading Track Maintainers in order of Track Maintainer seniority, if qualified, have preference for the purpose of assisting Snow Plow Foreman in the operation of a snow plow.
- 13.24** When a Trackman, Track Maintainer or Leading Track Maintainer, who is not required at that time to relieve the Foreman on the section, assists a Foreman in the operation of snow plow or flanger or when required to operate a spreader in snow service in conjunction with a snow plow, will be paid the rate of Snow Plow Helper Their Track Maintainer seniority will apply.
- 13.25** The rate applicable will be paid the employee for the hours they are entitled to pay, from the time they are required to report for duty at the home station until released from duty on return to home station. They will be paid at the straight time rate within regularly assigned hours and at the rate of time and one-half outside the limits of such regularly assigned hours. Twenty (20) minutes will be allowed for meals en route (see Article 12.22). The employee's regularly assigned hours will be the same as the section assignment. For detention time they will be paid at the straight time rate exclusive of eight (8) hours rest (i.e. in a 24 hour day, 16 hours will be paid at straight time and 8 hours will be rest). The employee will be provided with suitable sleeping accommodation at Away Station. Time spent deadheading will be paid at the straight time rate.

## **Reporting for Duty & Weather Conditions**

### **13.26.1 Reporting for Duty**

All employees are expected to make every effort to report for work on time, notwithstanding weather conditions.

### **13.26.2 Reporting Late for Duty**

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 due to weather conditions that cause the proper municipal authorities to:

- i) issue travel advisories informing the public to leave their motor vehicles at home; or,

- ii) for employees that depend upon public transportation for commuting, local public transportation services are not operating

Employees who report after the midpoint of their tour of duty, due to the above conditions referenced in i) and ii) above, will be paid one-half day.

### **13.26.3 Unable to Report for Duty**

Employees who are unable to report for their assignments, due to conditions referenced in item 13.26.2 i) and ii) above, will 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.

### **13.26.4 During Working Hours**

Employees that are unable to continue performing their duties due to weather conditions shall be allowed straight time, provided they remain on duty.

Weather conditions that present a risk to personal safety shall justify the application of this clause 13.26.4

## **Transfer of Work**

**13.27** 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. The proper officer of the Railway and the TCRC MWED Director shall cooperate to determine the number of employees who shall transfer.

**13.28** Employees who transfer under this provision shall after ninety (90) calendar days lose their seniority at the seniority terminal they left.

## **Manning New Lines or Extensions**

**13.29** Preference in manning new lines or extensions shall be given to employees on promotion territories from which the new lines divert.

## **Section Houses and Dwellings**

**13.30** The Railway shall keep section houses in good repair, the cost of repairs other than those due to ordinary wear and tear shall be charged to the occupants, their surroundings must be kept clean by the occupants. The Railway shall also furnish, when required, storm doors, storm windows (for cold sections of the country), and shall also furnish window and door screens when necessary.

- 13.31** Regular section houses shall be for the use of Track Maintenance Foreman and their families only, unless with the consent of the occupants.
- 13.32** Where necessary at outlying points where other living accommodation is not available, suitable quarters for sleeping and eating shall be provided for Pumpmen, Trackmen/Track Maintainers, Signalmen and Watchmen, which shall be kept in good repair.
- 13.33** Where it is necessary to transport water for the use of the employees living in Railway dwellings, good water and suitable receptacles shall be provided; ice may be substituted for water. When water is not available in the vicinity, and is not supplied by the Railway, it may be obtained on the Railway's time.

## **SECTION 14**

### **TRAINING**

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- 14.1** Employees taking training under this Training Program shall, for the purpose of this agreement, be designated as follows:
- (a)** Regular Employee: An employee holding a position as an Extra Gang Foreman, an Assistant Extra Gang Foreman, a Track Maintenance Foreman, an Assistant Track Maintenance Foreman, a Track Maintainer, or a Trackman "A", prior to January 1, 1978, or an employee becoming qualified as a Track Maintainer pursuant to paragraph (b) below.
  - (b)** Trainee: An employee establishing seniority as a trackman "A" on or after January 1, 1978. Such employee shall be regarded as a Trainee until he becomes fully qualified as a Track Maintainer, after which he will be regarded as a Regular Employee.
- 14.2** A Regular Employee will be required to take training and attempt the qualifying tests in all classifications in which he holds seniority. In instances where an employee requests that he not be required to take training because of particular circumstances, this case will be reviewed by the TCRC MWED President or the authorized Representative, and proper officer of the Company. In the event such employee does not take training, he will not be entitled to the higher rate.
- A Regular Employee holding seniority in a higher classification who fails to qualify in such higher classification, shall retain seniority in such classification until he relinquishes it in accordance with the provisions of this agreement.
- 14.3** A Regular Employee will not be permitted to apply for or take training for promotion until he has successfully completed the qualifying tests in the present classification.
- 14.4** The Company shall determine the order in which employees will receive their training. The selection will be based on seniority order to the extent practicable. However, a senior employee shall not lose seniority in a higher classification to a junior employee when, through no fault of their own, such senior employee has not had the opportunity to take training and qualify. Until he takes training, such senior employee shall, while occupying a position in a higher position, be paid the rate applicable to qualified employees.
- 14.5** (a) An employee who is awarded a position by bid, but does not possess the requisite qualifications for an Extra Gang Foreman, Assistant Extra Gang Foremen, Track Maintenance Foreman, Lead Track Maintainer or B&S Foreman position, will remain in the position for which the training is required for a period of three (3) regularly scheduled monthly bulletin cycles following the date of award unless such employee is appointed to or obtains a bulletin position in a higher rated classification, is displaced by a senior qualified employee or upon conclusion of the position. The Company shall provide the requisite training during the hold period.

- (b) An employee selected for training must attend and actively participate in all training sessions.
- 14.6** While in training, an employee will be paid at the rate of pay he would have received had he not been in training and will be allowed actual reasonable away-from-home expenses necessarily incurred. Travel time will be paid for travel during regular working hours on regular working days.
- 14.7** When regular rest days coincide with the classroom training session, other rest days off will be given without loss of pay.
- 14.8** If, through mutual agreement in writing between the employee and the appropriate Railway officer an employee's annual vacation is rescheduled to enable the employee to attend the Training Program, the provisions of Article 6.12 shall not apply and the employee affected shall be granted their vacation at a mutually convenient later date.
- 14.9** The Railway shall provide each employee taking training with text books and/or other written material required for training which will remain the property of the Railway and must be returned on request or on leaving Maintenance of Way service.
- 14.10** Employees will, when required, assist other employees to learn and understand the various aspects of their jobs.
- 14.11** The requirements for qualification in each classification, the training and corresponding tests to be given will be established by the Railway. Training and tests not applicable to a particular seniority territory may be waived from the requirements. The TCRC MWED President will be given an opportunity to review written course material to be used in the training program.
- 14.12** An employee taking training will be required to take the corresponding oral, practical and/or written tests. A Trainee who fails a test on the first attempt will be given a second opportunity to pass such test prior to the expiration of two (2) years' cumulative compensated service. A Regular Employee who fails a test on the first attempt will be given a second opportunity to pass such test within a reasonable period of time.
- 14.13** A Trainee must qualify as a Track Maintainer prior to accumulating two (2) years of cumulative compensated service. A Trainee who fails twice on the Track Maintainer's test during such two year period will be released from service or in the case of Trackman "B" having seniority as such prior to January 1, 1978, or an employee who transferred from another sub-department in Maintenance of Way service, such employee may, seniority permitting, return to their former position.

A Trackman who fails to successfully complete a Leading Track Maintainer's course but does, during the same course, qualify as a Track Maintainer will, subject to such employee occupying a position of Track Maintainer, be so classified and allowed the applicable rate of pay.

This does not alter the current practice of allowing Track Maintainer rates of pay to Trackmen who qualify, through training, as Leading Track Maintainers or Track

Maintenance Foremen while such employees are occupying positions of Track Maintainer.

It is further understood that the application of Track Maintainers' rates of pay in accordance with the contents of this letter will not result in claims for Track Maintainers' rates of pay for any employees who have not been so qualified.

- 14.14** A Regular Employee who fails twice on any test will be considered for further testing on their own time, and providing that the Company is not put to any expense or undue inconvenience. Such employee desiring further testing must apply in writing to the supervisor requesting an appointment.
- 14.15** An employee who fails any test and claims he did not have a proper test may appeal the decision under the provisions of Article 15.7, starting at Step 2.
- 14.16** Notwithstanding the provisions of Article 9.14, an employee may accept promotion to a higher classification in order of seniority prior to taking training in such classification. An employee so promoted must complete the training and become qualified within twelve (12) months from the date he is promoted to such higher classification or be returned to their former position and forfeit any seniority acquired through such promotion.
- 14.17** An employee will not be required to attempt a particular qualifying test without having had an opportunity to receive the appropriate training or be exposed to that aspect of the job.
- 14.18** An employee who has successfully passed all tests in a classification will receive a card certified by the appropriate Manager in Engineering Services. An employee becoming qualified in the classification of Extra Gang Foreman or Track Maintenance Foreman will also receive a diploma certified by the General Manager.

Note: All Section employees will be properly trained in the use of cutting torches that will be supplied to each Section. These cutting torches shall be used for the performance of incidental duties related to Section work and shall not be used by the Section on a continuous basis throughout the workday. While it is the intention of the Company that all members of the Section be able to use the cutting torch, failure to successfully complete training will not disqualify the employee from a position on a Section.

## **Training for B & S Foremen**

- 14.19** Employees taking training under the Bridge and Structures Foreman Training Program shall, for the purpose of this Agreement, be designated as follows:
  - (a)** Regular Employee: an employee holding seniority as a Bridge and Structures Foreman (B&S Foreman), on or prior to January 15, 1983.
  - (b)** Trainee: an employee establishing seniority as a B&S Foreman, after January 15, 1983. Such employee shall be regarded as a trainee until he has taken training and successfully completed the qualifying tests.

- 14.20** All Regular Employees and Trainees will be required to take training and attempt the qualifying tests. In instances where a Regular Employee requests that he be exempted from taking training because of particular circumstances, the request will be reviewed by the TCRC MWED President and the General Manager or their authorized Representatives.
- 14.21** The requirements for qualification, the training and corresponding tests to be given will be established by the Railway. Training and tests not applicable to a particular seniority territory may be waived from the requirements. TCRC MWED President will be given an opportunity to review written course material to be used in the training program.
- 14.22** Employees who fail a test on the first attempt will be given a second opportunity to pass such test. A Regular Employee who fails a second opportunity may be given a further opportunity at the discretion of the Company and will retain seniority in the B&S Foreman's classification until he relinquishes it in accordance with the provisions of this Agreement.
- 14.23** A Trainee must qualify as a B&S Foreman no later than two (2) years after failing to qualify on the first attempt. A Trainee who fails on the second attempt will return to their former position and forfeit any seniority as a B&S Foreman.
- 14.24** Employees who fail any test and claim they did not have a proper test may appeal the decision under the provisions of Article 15.7, starting at Step 2.
- 14.25** Notwithstanding the provisions of Article 9.14, employees may accept promotion to a position of B&S Foreman in order of seniority prior to taking training in such classification.
- 14.26** Employees will not be required to attempt a particular qualifying test without having had an opportunity to receive the appropriate training or be exposed to that aspect of the job.
- 14.27** The Company shall determine the order in which employees will receive their training. The selection will be based on seniority order to the extent practicable. However, a senior employee shall not lose seniority as a B&S Foreman to a junior employee when, through no fault of their own, such senior employee has not had the opportunity to take training and qualify.
- 14.28** Employees selected for training must attend and actively participate in all training sessions.
- 14.29** Employees will, when required, assist other employees to learn and understand the various aspects of their jobs.
- 14.30** While in training, an employee will be paid at the rate of pay he would have received had he not been in training and will be allowed actual reasonable away-from-home expenses necessarily incurred. When authorized in advance, an employee using their automobile will be reimbursed pursuant to Article 12.10. Travel time will be paid for travel during regular working hours on regular working days. If an employee travels in excess of four (4) hours on a rest day prior to and/or at the conclusion of a

training program, they will be allowed time off in lieu at straight time rates equaling such excess time (i.e. time in excess of four (4) hours on each rest day). Employees traveling by train and who are supplied with passenger sleeping accommodation will not accumulate time between the hours of 10:00 pm and 6:00 a.m. Any time off in lieu to which an employee becomes entitled will be taken at a time mutually agreeable to the employee and their Supervisor.

- 14.31** When regular rest days coincide with the classroom training session, other rest days off will be given without loss of pay.
- 14.32** If, through mutual agreement in writing between the employee and the appropriate Railway officer, an employee's annual vacation is rescheduled to enable the employee to attend the Training Program, the provisions of Article 6.12 shall not apply and the employee affected shall be granted vacation at a mutually convenient later date.
- 14.33** The Railway shall provide each employee taking training with written material required for training which will remain the property of the Railway and must be returned on request or on leaving Maintenance of Way service.
- 14.34** Employees who pass the qualifying tests will receive a diploma certified by the General Manager.
- 14.35** Technical training may involve online training modules. Such training may be self-directed and may be completed at other than a Company facility during non-working hours.

Each such training module will include estimated completion time. Employees will be paid such time at the straight time rate of their position upon successful completion of the training module.

- 14.36** Should new training modalities be developed and implemented by the Company, the Joint Training Committee shall meet to discuss mutually agreeable terms of implementation, agreements not to be unreasonably withheld.

## SECTION 15

# INVESTIGATIONS, GRIEVANCES AND FINAL DISPUTE RESOLUTION

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**Note 1:** See Appendix A-10 Informal handling, Admission of Responsibility and Deferred Discipline

**Note 2:** See Section 17 for Human Rights Formal Investigations

**15.1** No employee shall be disciplined or discharged until a fair and impartial investigation has been conducted and responsibility established.

An employee is not to be held out of service unnecessarily in connection with an investigation. An employee may be held out of service for an investigation for the following reasons:

- The nature of the offence is dismissible in and of itself, or,
- The continued employment of the individual is in jeopardy, or,
- There are concerns regarding the safety of the employee.

In such cases, an employee held out of service more than forty (40) working hours, or as mutually extended, will be paid a regular days pay, at the basic rate of pay, exclusive of overtime, for each day held out of service in excess of forty (40) working hours, or such other agreed upon period, whatever the decision rendered by the Company.

If an employee is unavailable for investigation, the forty (40) working hour period shall be extended by a period equal to the period the employee was unavailable.

In the event that an employee is held out of service, the investigation is to be conducted as soon as possible.

**Note 1:** The Company will advise the Union when an employee is held out of service. The appropriate Service Area Manager or Track Renewal & Equipment Manager, if requested, will have a meeting with the Union, to discuss alternatives, with the purpose of lessening undue hardship on the employee and their family. Such meeting can be in person or by telephone. This will not apply to violations of the Lifesaving Rules.

**Note 2:** When an employee is held out of service solely pending the results of substance testing following an incident and whose results are negative, they will be compensated for all lost wages including any overtime and/or premiums.

**15.2** When an investigation is to be held, the employee will be notified 48 hours in advance, in writing, with an electronic copy to the Regional Director, of the time, place and subject matter of such hearing. He may, if he so desires, have a fellow employee and/or an accredited Representative of the TCRC MWED present at the hearing. The employee involved in the investigation will not suffer a loss of regular earnings, except if held out of service. Reasonable expenses will be provided to the

employee involved when an investigation cannot be held within a reasonable commute.

The accredited Representative and/or fellow employee attending the hearing will be subject to the following:

The Company will compensate either the accredited Representative or the Fellow Employee for attending the hearing:

- day of Regular earnings, and
- Actual reasonable expenses.

In the event that an investigation extends beyond 1 day, the accredited Representative or the Fellow Employee may, with the prior consent of the Company, which will not be unreasonably withheld, be compensated for the time he or she attends the investigation. When such circumstances arise, the Union will, to the extent possible, direct the accredited Representative or Fellow Employee closest to the location of the investigation to attend it. Reasonable expenses for accredited Representatives or Fellow Employees who attend investigations beyond the first day will be discussed by the Company and the Union on a case by case basis. The accredited Representative or Fellow Employee will be responsible to ensure that time spent in investigations is properly coded in the Company's pay systems, as attending investigation (AI).

It is understood that expenses will not normally exceed payment for one day which includes the day of the investigation. In cases where the Union directs an accredited Representative or Fellow Employee who does not reside/work at a location closest to the location the investigation is being held, the Union will notify the VP Engineering of the reasons for their decision.

The employee will be provided a copy of the evidence with the notice of the hearing. The employee will have the opportunity to review all evidence taken, immediately prior to the commencement of the hearing, and he shall be furnished with a copy of the statement, and, on request, copies of all evidence taken. Investigations will be held during regular hours to the extent practicable. Where it can be demonstrated that an investigation could have been held within regular hours, the employee will be compensated for a maximum of three (3) hours pay at straight time rates. Electronic copies of the notice, evidence and investigation transcripts will be provided to the Union's Regional Director upon request and if available. When electronic copies of audio or video files are to be provided, the Union's Regional Director will be required to confirm in writing or by email that such files will not be provided to any other individuals and that such files are for the exclusive purpose of grievance and arbitration.

**Note:** Company agrees that initial investigations (phone calls without Union representation) will be memorialized in a memorandum and entered as evidence in the investigation. The Company further agrees that in the event that an initial investigation (phone call without Union representation) is not memorialized in a memorandum, the contents of the initial investigation shall not be used or relied upon

as evidence in any disciplinary investigation, during the grievance procedure or at arbitration.

- 15.3** The investigation will be completed within twenty eight (28) calendar days from the date it is commenced. If the investigation is not completed within twenty eight (28) calendar days it will be deemed to have found no cause for the assessment of discipline or for further investigation.

A decision will be rendered as soon as possible but not later than twenty-eight (28) calendar days from the date the investigation is completed.

Time limits stated above may be extended upon mutual agreement which will not be unreasonably withheld.

- 15.4** An employee who has been suspended, disciplined or dismissed and who is subsequently found blameless shall be reinstated to the former position held, unless that position has in the meantime been abolished, or occupied by a senior employee through displacement, and paid at schedule wages for each day lost, and also reimbursed for any reasonable expenses incurred if required to be away from home in connection with the investigation.

- 15.5** When discipline is recorded against an employee, he will be advised in writing. In the event a decision is considered unjust, an appeal may be made commencing at Step 1 of the grievance procedure.

- 15.6** Grievances concerning dismissals and the assessment of a suspension of ten (10) calendar days or more will be initiated at Step 2 of the grievance procedure. Vacancies created by dismissals will not be bulletined as permanent during the appeal period (maximum of two (2) years). This practice will not be used by the Union during the grievance process or at arbitration to argue that dismissals are other than permanent.

**Note:** Generally speaking, the parties agree to be guided by the principle that the return of an employee to the service of the Company, who has been dismissed or demoted for cause, should not be permitted to displace other employees.

(See Appendix F-13)

## Grievances

**Note:** See Appendix E - Release of Information Joint Waiver form that may be used, when practicable, by either party to assist in the Grievance Procedure.

- 15.7** A grievance concerning the interpretation, or alleged violation of this agreement, or an appeal by an employee who believes he has been unjustly dealt with shall be handled in the following manner.

## **STEP 1**

The aggrieved employee, the Local Representative or the duly authorized Representative shall present the grievance in writing to the designated Manager within twenty-eight (28) calendar days from the date of the cause of the grievance.

A decision at Step 1 of the grievance procedure shall be rendered in writing within twenty-eight (28) calendar days of the receipt of appeal.

## **STEP 2**

Within thirty-five (35) calendar days of receiving the decision under Step 1, the Appropriate Union officer or the authorized Representative may appeal the decision in writing to the designated Manager or Director and copied to Labour Relations.

A decision at Step 2 of the grievance procedure shall be rendered in writing within thirty-five (35) calendar days of the receipt of appeal.

- 15.8** The Company will supply the Union with a list, on an annual basis or sooner if changes occur, of appropriate Managers and their addresses to whom grievances will be submitted. The Company will ensure prompt notice of change to Officers within the grievance procedure and grievances will not be lost or forfeited by the Union if sent to the wrong Officer in the event the Company has not provided such notice of change where required.

**Note:** See letter dated April 26, 1982, Appendix A-1.

- 15.9** A grievance under Article 15.7 shall include a written statement of the grievance and where it concerns the interpretation or alleged violation of the Collective Agreement, the statement shall identify the section and paragraph of the section involved.
- 15.10** A grievance not progressed within the time limits specified shall be considered settled on the basis of the last decision and shall not be subject to further appeal. Where a decision is not rendered by the appropriate officer of the Company within the time limits specified, the grievance may be progressed to the next step in the grievance procedure, except as otherwise provided in Article 15.11.
- 15.11** Where, in the case of a grievance based on a claim for unpaid wages, a decision is not rendered by the designated officer of the Company as outlined in Article 15.7 within the prescribed time limits specified, the claim will be paid. The application of this Article shall not constitute an interpretation of the Collective Agreement.
- 15.12** Time limits referred to in Article 15.7 may be extended by mutual agreement between the parties referred to in each such step.
- 15.13** Regular grievance meetings will be held with each Regional TCRC MWED Director, at appropriate intervals not to exceed every six (6) months.
- 15.14** The Company will provide the Directors of the Union with a quarterly report summarizing discipline issued on their respective territories.

## **Final Disposition of Grievances**

- 15.15** A grievance which is not settled at the last step of the grievance procedure may be referred by either party to the Canadian Railway Office of Arbitration & Dispute Resolution for final and binding settlement without stoppage of work.
- 15.16** A request for arbitration shall be made within ninety (90) calendar days following the date decision is rendered in writing by the officer designated in the last step of the grievance procedure. The request shall be made by filing written notice thereof with the Canadian Railway Office of Arbitration & Dispute Resolution in accordance with the procedure established by the Canadian Railway Office of Arbitration & Dispute Resolution.
- 15.17** The time limits specified in Article 15.16 may be extended, by mutual agreement between the TCRC MWED President and the officer designated for this purpose by the Railway involved in the dispute.
- 15.18** The settlement of a grievance shall not under any circumstances involve retroactive pay beyond a period of sixty (60) calendar days prior to the date such grievance was submitted to the immediate supervisory officer in accordance with Article 15.7.
- 15.19** When the Company has made an error in the remuneration of an employee, representatives of the Company will work with the Union to develop a reasonable reimbursement period.

## **SECTION 16**

### **HEALTH AND SAFETY**

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#### **Company Duties**

**16.1** 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 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 ES Health & Safety Policy Committee

#### **ES Health & Safety Policy Committee**

**16.2** The Company and the Union agree to maintain the established ES Health & Safety Policy Committee 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. This committee will serve as the policy committee under the applicable section of the Canadian Labour Code.

**16.3** Two (2) co-chairpersons shall be selected from the members of the Committee. One (1) of the co-chairpersons shall be a Union member chosen by the Union's members. The other co-chairperson shall be a Company member.

**16.4** The Committee shall assist in creating a safe and healthy place to work and one which does not harm the environment, shall recommend actions which will improve the effectiveness of the Health and Safety program, and shall promote compliance with appropriate laws, regulations, codes of practice and guidelines.

**16.5** The Committee will hold regular meetings at least four (4) times each year or more frequently if mutually agreed upon by the Union and the Company co-chairpersons.

#### **Education and Training**

**16.6** Workplace Health & Safety Committee members shall be provided a minimum twenty-four (24) hours training a year during the life of the Collective Agreement. Further training will be needs based.

#### **Compensation**

**16.7** Effective August 1, 2007, the hourly rate of pay for Workplace Health & Safety Committee Members will be increased by 1%. This increase will be processed as a lump sum payment and will be prorated and paid on a monthly basis for each month's service as a Health & Safety Member.

#### **Reporting**

**16.8** All FRA reportable injuries shall be reported to the TCRC MWED Regional Director of the Region of the occurrence within 8 hours of the supervisor in charge being made aware of the occurrence. Notification may be by way of telephone or email. In the event of a fatality or serious injury which may result in permanent disability such notification will take place as soon as possible.

## SECTION 17

### HUMAN RIGHTS

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**17.1** 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, color, religion, age, sex, marital status, family status, sexual orientation, disability or conviction for which a pardon has been granted.

**17.2** 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 but not limited to:

- threats
- intimidation
- verbal abuse
- unwelcome remarks
- innuendo
- offensive and inappropriate material
- hate literature
- offensive jokes

**17.3** Sexual Harassment is any unsolicited and unwelcome conduct, comment, gesture or contact of a sexual nature that:

- (a) is likely to cause offence 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.

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

**17.4** The Company and the Union recognize that harassment or sexual harassment is unacceptable behavior and will not be tolerated in the workplace.

**17.5** The Union shall advise the Company of the four (4) duly authorized Human Rights Representative(s) to handle territories that parallel the TCRC MWED Directors. Each duly authorized Human Rights Representative shall be afforded training on Human Rights.

## **Union Handling of a Complaint**

**Note:** This process does not detract from any rights which the complainant may have pursuant to the Canadian Human Rights Act.

**17.6** Should an employee choose to report a complaint to the Company's Employee Relations department, the Company will ask the employee if they wish to have the complaint brought to the attention of the Union.

When agreed to by the complainant, Employee Relations will inform the Union Human Rights Representative and/or the respective Director of the Union, advising the nature of the complaint and the intended handling process.

**17.7** When agreed to by the complainant, the Union will be afforded the opportunity to resolve a harassment or discrimination complaint without an investigation as outlined in Section 15. In such cases, the procedures set out below will be followed:

- The Union Human Rights Representative shall establish a confidential file on the complaint;
- All files and facts gathered relating to the harassment and/or human rights complaint shall be considered strictly confidential and will be protected in a safe and private place;
- If the complainant is satisfied with the resolution, the case will be closed and no further action will be taken, and if the complaint was initially brought forward to the Company, the appropriate Company officer will be advised;
- 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 Section 15 of the Collective Agreement. Rather than an investigation, where appropriate, other recourse such as counseling, training or mediation may be considered.

**17.8** 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.

## **Formal Investigation**

**17.9** Should a formal investigation proceed under Section 15 of the Collective Agreement, the duly authorized Representative shall be advised of the Company's intent to conduct a confidential investigation with respect to an alleged violation of this

Section. In addition, the duly authorized Representative shall be advised of the final outcome of said investigation.

**17.10** In investigations involving alleged Human Rights violations, Section 15 is modified as follows:

- (a)** In the case of an investigation being conducted as a result of an alleged violation of this Section - Human Rights, the Union Human Rights Representative and/or the TCRC MWED Director shall be the only Representative(s) present at any and/or all statements taken in the course of such investigation.
- (b)** All known existing evidence to be used in the investigation including but not limited to: copies of statements, stenographic reports, and all other evidence taken shall be furnished to the employee and his/her Representatives at the commencement of the statement.
- (c)** In order to maintain the strictest of confidentiality in the case of an investigation conducted as a result of an alleged violation of this Section, all known 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 this Section.
- (c)** 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 TCRC MWED Director 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 2 of the grievance procedure.

**17.11** The modified formal investigation procedures, referenced in section 17.10, may be used to investigate other matters, subject to mutual agreement between the Company and the TCRC MWED President, or his designate. Such mutual agreement will not be unreasonably withheld.

## SECTION 18

### RETURN TO WORK

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- 18.1** The Company and the TCRC-MWED recognize their legal and moral responsibility to accommodate disabled employees.
- 18.2** In addition to ensuring that both parties remain in compliance with applicable legislation, participation in the Return to Work Program enhances the opportunity to accommodate disabled employees.
- 18.3** Should an employee become physically disabled during the course of their employment and is unable to perform the regular duties of their assigned position and is unable to exercise their seniority on a position which they are capable of performing, the following shall apply:
- a)** The proper officer of the Company and the Director of the Union will meet to see if arrangements can be made to provide employment to the employee concerned within the bargaining unit.
  - b)** A disabled employee may, by mutual agreement between the Company and the TCRC MWED, be placed on a position that their qualifications and ability allow the employee to perform, notwithstanding that it may be necessary to displace an able-bodied employee in the bargaining unit so as to provide suitable employment. The permanently assigned employee so displaced will be allowed to exercise seniority onto a position within the bargaining unit that they are qualified for and have the ability to perform.
  - c)** A disabled employee placed on a position shall not be displaced by an able-bodied employee so long as they remain on that position except when a senior employee is otherwise unable to hold a position of equal or higher rate through the exercise of their seniority.
  - d)** Should the disabled employee subsequently recuperate, they shall be subject to displacement, in which case such employee will exercise seniority rights.
  - e)** When a senior able-bodied employee believes that the provisions of this Article will result in undue hardship, the Director of the Union may discuss the circumstances with the Company.

**Note: 1:** The above Article is to provide guidelines for assisting disabled employees to continue to be employed. It is not intended to preclude the use of the Return to Work Program to assist disabled employees.

**Note 2:** It is understood that in the case of any conflict between the provisions of this Article and the requirements of the Canadian Human Rights Act, the latter will take precedence.

## **SECTION 19**

### **ACCESS TO INFORMATION**

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- 19.1** Employees may inspect and/or receive copies of their personal files in accordance with the terms and conditions as outlined in Canadian Pacific's Policy concerning Privacy of Information - Policy 1804. A copy of this policy is available upon request from their immediate Supervisor.
- 19.2** Upon a formal request in writing from the Union, the Company will provide one designated Representative from the Union with a list of employees governed by this Collective Agreement, which shall include the employee's home address and telephone number. This information shall be provided for the purpose of conducting Union business.
- 19.3** Within fourteen (14) days of their employment, the Company will provide the Union with the name and address of any employee entering into the Maintenance of Way service.

#### **Certificate of Service**

- 19.4** Employees leaving the service of the Railway shall be furnished with a certificate of service, if requested.

## **SECTION 20 BENEFITS**

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### **Medical Reports**

- 20.1** 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.

### **Dental Plan**

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

### **Employee Benefit Plan**

- 20.3** The Employee Benefit Plan shall be that Plan established by the Supplemental Agreement dated April 21, 1989, as revised, amended or superseded, between certain Canadian Railways and the Associated Railway Unions representing non-operating employees, to which the Company and the Union are signatories.

### **Extended Health and Vision Care Plan**

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

### **Life Insurance Upon Retirement**

- 20.5** An employee who retires from the service of the Company will, provided he is fifty-five (55) years of age or over and has not less than ten (10) years' cumulative compensated service, be entitled, upon retirement, to a \$7,000 life insurance policy, fully paid up by the Company.

### **Job Security - Technological, Operational, Organizational Changes Agreement**

- 20.6** The provisions of the Job Security Agreement dated April 29, 1992, as revised by the May 5, 1995 Memorandum of Agreement and as may be subsequently amended, revised or superseded between Canadian Pacific and the Teamsters Canada Rail Conference Maintenance of Way Employees Division shall apply to employees in positions covered by this Agreement.

## SECTION 21

### GENERAL

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- 21.1 Employees shall not be required to clean out public station latrines or septic tanks.
- 21.2 The use of Stoves will be permitted in tool houses.
- 21.3 Except where shop hands are not available, employees in charge of snow plows shall not be required to put on or take off tarpaulins of engines.
- 21.4 Assigning of Trackmen, Track Maintainers or Leading Track Maintainers to paint switch targets when regular painters are unavailable for such work.

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

- 21.5 The Company agrees to develop and distribute to employees a list of preferred vendors that would offer employee discounts for safety clothing & footwear purchases.

The preferred list will be distributed once per year and will be updated as applicable.

## **SECTION 22**

### **INTERPRETATION**

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**22.1** It is agreed that the Parties signatory hereto shall confer promptly upon notice from either party to the other with respect to any question which may arise regarding the interpretation of this Agreement.

#### **Local Rules**

**22.2** All new local rules will need to be approved by the Director of Labour Relations (or designate) and the President (or designate) of the TCRC MWED.

#### **Jurisdiction**

**22.3** For the carrying out of this Agreement, the Railways concerned shall, except as otherwise provided, deal only with duly authorized Representative(s) of their maintenance of way employees. At the beginning of each year the TCRC MWED President will furnish the regional or other officer in charge with the names of the Representative(s) authorized to deal with such matters in their respective territories.

#### **Printing of Agreements**

**22.4** The Company will undertake the responsibility for the printing of this agreement as may be required from time to time and will absorb the cost of such printing. The agreement will be produced in pocket size format within six (6) months of the ratification of settlement. Copies of the agreement will be made available to the TCRC MWED electronically. The Company will also distribute and absorb the cost of distributing the Wage Agreement to all employees.

The printing of this agreement shall only include Wage Agreement Nos 41 & 42 and the Supplements. The Job Security Agreement and employee benefit plans will be made available to employees electronically and, upon request, will be printed for employees on 8.5" x 11" paper.

## **Duration of Agreement & Signatory page**

**22.5** This Agreement, effective January 1, 2018 as amended and updated, shall remain in full force and effect until December 31, 2022, and thereafter, subject to six months' 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 June 30, 2012.

SIGNED AT Calgary, Alberta this 11th day of May, 2017.

For Canadian Pacific:

For the Teamsters Canada Rail Conference  
Maintenance of Way Employees Division

Director, Labour Relations  
Canadian Pacific

President,  
TCRC MWED

**22.6** This Agreement (including all Supplemental Agreements) shall remain in effect until December 31, 2022.

---

Myron Becker  
Assistant Vice President  
Labour Relations

---

Gary Doherty  
President  
TCRC MWED

---

Justin Meyer  
Vice President  
Engineering

---

Henry Helfenbein  
Vice President  
TCRC MWED

---

Matt Foot  
General Manager  
Engineering Planning

---

Wade Phillips  
Director, Eastern Region  
TCRC MWED

---

Robert Hope  
Director, Production West  
Engineering

---

Patrick Gauthier  
Director, Atlantic Region  
TCRC MWED

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Dave Guerin  
Senior Director  
Labour Relations

---

David Brown  
Counsel

# **APPENDIX A-1**

## **APPLICATION TO THE GRIEVANCE PROCEDURE**

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April 26, 1982 File: N/O 82-5

Messrs.	J.M. Bentham	L.A. Hill
	A.A. Boyar	G.H. Legault
	J.B. Chabot	W. Mummery
	J.P.T. Clough	T.E. Munford
	J.A. Edge	J.J.E. Pelletier
	J.H. Geddis	I.B. Scott
	R.C. Gilmore	R.J. Shepp

One of the proposals made by the Associated Non-Operating Unions in the recent negotiations was that when, in the application of the applicable grievance procedure, a decision was not rendered by the designated officer of the Company the claim will be paid or in the case of a grievance not involving a time claim the grievance would be allowed.

During negotiations the Union Representatives explained that the major problem was that some designated officers were not complying with the intent of the grievance procedures. They specifically mentioned that cases not involving monetary claims were not dealt with within the specified time limits; also, very brief replies were being given by Supervisors without dealing with the points raised by the Union Representative in the employee letter.

We undertook to remind you of the importance of dealing with all grievances within the prescribed time limits. It is appreciated that there may be an unusual case that cannot be handled within the time limits. In such instances, you should request an extension of time limits from the appropriate Union Representative. In addition we expect that the appropriate Supervisor will state the reasons for declination in relation to the statement of grievance submitted by the Union Representative.

Would you please see that this matter is brought to the attention of all Supervisors and that grievances directed to them are handled in accordance with the provisions of the applicable Wage Agreement.

(Sgd.) R. Colosimo  
Industrial Relations

c.c.: Messrs. J.D. Hunter  
J.E. Platt  
R.C. Smith  
A.Passaretti  
G.M. Tychon

## APPENDIX A-2

### REVISION TO SECTION 8.4

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November 8, 1985 File No. 140.32

Mr. H.J. Thiessen  
System Federation General Chairman  
Brotherhood of Maintenance of Way Employees  
1706 Bank Street  
Ottawa, Ontario  
K1V 7Y6

Dear Mr. Thiessen:

This has reference to the Article III Settlement dated May 20, 1985, which includes revisions to Article 8.14 of Wage Agreement 41 and Article 3.4 of Wage Agreement No. 42.

As a result of these revisions, the contents of the letter dated February 1, 1979 from Mr. W.W. Stinson to the General Managers, Appendix B-13 of the Wage Agreement, are no longer fully applicable. It was agreed therefore, that those portions that continued to have application would be drawn to the attention of the General Managers.

The portion to be recirculated is the Union's allegation made in 1979 that, in some instances employees required to work for long periods of time, are not afforded adequate opportunities to eat and rest. In this regard, particular emphasis was directed to situations such as snow shoveling and other emergency work requiring long periods of sustained physical activity.

With respect to the foregoing, you were advised that the line officers concerned, would be requested to ensure that men are not worked unreasonably or excessively, and that a reasonable opportunity for meals and rest is to be provided for employees called upon to work for prolonged periods of time.

By copy of this letter the General Managers are being made aware of our understanding. This letter will be contained as an Appendix in the revised Wage Agreement.

Yours truly,

(Sgd.) I.J. Waddell  
Manager, Labour Relations

c.c.: Messrs. G.A. Swanson  
E.S. Cavanaugh  
L.A. Hill  
R.R. Morrish

**Note:** The intent of the above referenced letter has not been altered, however changes have been made to the applicable Section and Appendix numbers that are referenced herein.

## **APPENDIX A-3 EMPLOYEES BECOMING QUALIFIED IN A REASONABLE PERIOD OF TIME**

---

March 4, 1989

File: 140.32

Messrs. J.M. White  
E.S. Cavanaugh  
E.J. Rewucki

This has reference to one of the Article III demands submitted by the Brotherhood of Maintenance of Way Employees concerning the appointment of an employee to a position he/she "can be qualified in a reasonable period of time".

During negotiations the Union expressed concerns that, in instances, the Company is not choosing senior employees who already possess some of the qualifications required for a particular position or could in a reasonable period of time be qualified.

In resolving this issue we undertook to remind you to appoint, where practicable, the senior employee in the manner outlined above.

Would you, therefore, please see that this matter is brought to the attention of all supervisors and that every effort is made to consider senior employees when filling such vacancies.

(Sgd.) I.J. Waddell  
Manager, Labour Relations

cc: Mr. M.L. McInnes

## **APPENDIX A-4 HARASSMENT & DISCRIMINATION POLICY**

---

February 13, 1998

To: Messrs. G.A. Pozzobon  
B.M. O'Rourke  
J.A. Inshaw  
A.L. Voisine  
R.G. Tumak

During the recent round of negotiations with the Brotherhood of Maintenance of Way Employees, the BMWWE representatives expressed concern that there are situations where employees believe that individual supervisors act inappropriately in their dealings with employees under their jurisdiction.

While the Union recognized that the Company has a harassment and discrimination policy, they indicated concern that there are certain actions that might not be considered as harassment under current Canadian Human Rights Legislation. In those instances the BMWWE would like to ensure that such issues are promptly dealt with by the Company.

The Company representatives assured the BMWWE that it is our policy to ensure a harassment free and discrimination free workplace. Harassment and discrimination will not be tolerated at any level of the Company. The BMWWE was advised that incidents of concern, including those not strictly covered by our existing CPR harassment policy, may be referred directly to the appropriate Engineering Services District Manager. Please ensure that any such incidents are promptly and thoroughly investigated, and the employee involved, and the BMWWE if involved, is advised of the outcome of the investigation in writing.

The BMWWE was advised that concerns could also be brought to the attention of the Director, Employee Relations.

Yours truly,

(signed)

Ernie Rewucki  
Vice President  
Engineering Services & Chief Engineer

## **APPENDIX A-5 TRAINING**

---

February 14, 1998

Mr. J.J. Kruk  
System Federation General Chairman  
Brotherhood of Maintenance of Way Employees  
Suite 2, 2775 Lancaster Road  
Ottawa, ON K1B 4V8

Dear Sir:

This is in connection with the B.M.W.E. Training demand served on the Company during the current negotiations.

One of the Company's key strategies in the 1998 Engineering Services safety plan is to ensure that everyone working in Engineering Services has the information and skills to work safely. We would like to obtain commitment from the B.M.W.E. for our proposed training plans.

The Company is committed to obtaining input and involvement from the Union to assist us in developing the training requirements of each job classification to ensure the safe and skilled performance of the work. B.M.W.E. involvement during the development of training programs for employees is needed to develop the best programs that we can for the employees.

Yours truly,

(signed)

Ernie Rewucki  
Vice President  
Engineering Services & Chief Engineer

## **APPENDIX A-6 FUTURE JOINT INITIATIVES**

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January 14, 2005

Mr. W. Brehl  
President  
Teamsters Canada Rail Conference  
Maintenance of Way Employees Division  
2775 Lancaster Road, Suite 2  
Ottawa, ON K1B 4V8

Dear Mr. Brehl:

This has reference to our discussions concerning the undertaking of future Joint Initiatives.

Acknowledging that both parties see value in addressing issues like safety and training on a joint basis, the following will serve as a protocol for selecting employee representatives. This includes the establishment of focus groups:

- The TCRC MWED President and/or Director from the territory concerned will be provided with advance notice of the need for employee representatives
- The Union will advance names of employees that they deem to be suitable for the task at hand.

Yours truly,

M.G. DeGirolamo  
Assistant Vice-President  
Industrial Relations

## **APPENDIX A-7**

### **PENSION PLAN CONSENT PROVISION**

---

CALGARY, January 14, 2005

Mr. W. Brehl  
President  
Teamsters Canada Rail Conference  
Maintenance of Way Employees Division  
Suite 2 – 2775 Lancaster Rd.  
Ottawa, Ontario  
K1B 4V8

Dear Sir:

This concerns the Company's desire to re-instate the consent provision for Teamster Canada Rail Conference – Maintenance of Way Employees Division 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 TCRC-MWED member 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.

It is also understood that this "consent letter" will have no affect on employees, if they are eligible, in choosing Option One or Option Two of Article 7.14 of the Job Security Agreement.

Yours truly,

S.J. Samosinski  
Director, Labour Relations

## **APPENDIX A-8**

### **TEMPORARY POSITIONS BECOMING PERMANENT**

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CALGARY, January 14, 2005

Mr. W. Brehl  
President  
Teamsters Canada Rail Conference  
Maintenance of Way Employees Division  
Suite 2 – 2775 Lancaster Rd.  
Ottawa, Ontario  
K1B 4V8

Dear Sir:

During our discussion the TCRC-MWED raised concerns that certain existing temporary positions have been in existence for well in excess of one year. It was the view of the Union that a temporary position that has been in existence for over one year (12 consecutive months) should now be viewed to be permanent.

While the Company could not agree with the Union's view in each and every instance it nevertheless is prepared to recognize the principle that a temporary position will become permanent effective 12 months from the first of the month following ratification if each of the following conditions apply:

1. Temporary bulletined vacancy must be filled on an ongoing basis for a minimum of twelve consecutive months.
2. Temporary bulletined vacancies created to cover the absence of a permanent incumbent are excluded from the terms of this letter of understanding.
3. Project work and Track Renewal and Equipment seasonal temporary positions are excluded from the terms of this letter of understanding. The Company commits to advising the Union promptly when any such positions are expected to last more than 12 months.
4. The Union will apply in writing to the Service Area Manager or Manager Track Renewal to convert positions from temporary to permanent. Following a review by the Company which will be completed within 28 calendar days, if it is determined that the circumstances warrant, the position will be deemed permanent and will then be re-bulletined as such to employees on the respective Basic Seniority Territory.

Yours truly,

S.J. Samosinski  
Director, Labour Relations

I concur,

W. Brehl  
President  
TCRC MWED

## **APPENDIX A-9 INFORMAL DISCIPLINE & ADMISSION OF RESPONSIBILITY**

---

**May 11, 2017**

Mr. G. Doherty  
President  
Teamsters Canada Rail Conference  
Maintenance of Way Employees Division  
Suite 2 - 2775 Lancaster Rd.  
Ottawa, Ontario  
K1B 4V8

Dear Mr. Doherty:

This concerns the continuation of informal discipline handling and admission of responsibility.

In this regard, it was agreed that coincident with the ratification of the May 11, 2017 Memorandum of Settlement, the parties would extend the application of informal discipline handling, admission of responsibility and deferred discipline for the duration of the current contract period covering the years 2018, 2019, 2020, 2021 and 2022, as follows:

### **INFORMAL HANDLING**

- 1) The service record of the individual warranting, for the first offence of a minor nature the case may be handled in the following manner.
- 2) In the place of the formal investigation as provided for in the Collective Agreement an informal interview will be held to review the incident involved at which interview the employee may have an accredited Representative of the Union present.
- 3) A record of the incident, along with any rebuttal provided by the employee, will be placed on the employee's file and a copy of same given to the employee.
- 4) This record on file does not constitute discipline but does establish that the incident took place. The fact that the incident occurred may be used by the Company in assessing the appropriate amount of discipline should repeat offenses take place within a one-year period.
- 5) The existence of this record on an employee's file will not be used at arbitration by either party if repeat offenses do not take place within one year.

### **ADMISSION OF RESPONSIBILITY**

- 1) Where an individual admits responsibility for an incident where the penalty to be assessed is a suspension of up to 5 working days (which may include deferred

and/or record suspensions), and the individual chooses to waive the right to a formal investigation provided for in his/her Collective Agreement, discipline may be assessed without the need for such investigation.

- 2) In these circumstances an informal interview will be held to review the incident involved. If so desired, the employee may have an accredited Representative of the Union and/or a fellow employee present. Discipline will be issued within 10 calendar days of the interview.
- 3) No written record of the proceedings will be kept except for the discipline itself and the individual's written concurrence that he/she wishes to forego the formal investigation and admit responsibility.
- 4) By accepting the admission of responsibility procedure, the employee waives the right to grieve the discipline assessed under the provisions of his/her Collective Agreement.

## **ADMISSION OF RESPONSIBILITY**

### **Canadian Pacific**

Location, Province

Date:

Dear Sir/Madam;

This will acknowledge that I, (Name and Occupation), have opted to admit responsibility in connection with (incident (s) ) dated \_\_\_\_\_ and in accordance with the terms agreed upon between the Company and the TCRC MWED respecting Admission of Responsibility outlined in Appendix A-9 of Wage Agreement 41, I have chosen to forego a formal investigation with the understanding that any discipline that may be assessed in consequence thereof will be a suspension of up to 5 working days (which may include deferred and/or record suspensions).

I acknowledge that I have been provided the opportunity to discuss this matter with my Union Region Director. I further acknowledge that I fully understand the terms and conditions associated with "Admission of Responsibility" and that, by opting to choose this course of action, I am waiving any and all rights to appeal discipline that may be accordingly assessed.

\_\_\_\_\_  
(Signature)

Witnessed:

\_\_\_\_\_  
Accredited Representative

## **APPENDIX A-10 SEASONAL WORK CREWS STAYING IN DIRECT BILLED ACCOMMODATION OBTAINING PROPER MEALS**

---

June 6, 2007

Mr. W. Brehl  
President  
Teamsters Canada Rail Conference  
Maintenance of Way Employees Division  
Suite 2 - 2775 Lancaster Rd.  
Ottawa, Ontario  
K1B 4V8

Dear Mr. Brehl,

This is in regard to our discussions during negotiations pertaining to the Union's concern that employees on Seasonal Work Crews, which were staying in direct billed accommodation, were not being provided with a reasonable opportunity to obtain proper meals.

The company will commit that all reasonable attempts will be made to insure that direct billed accommodation is located near amenities and/or restaurants that will be open in conjunction with the shifts worked by the employees staying there, recognizing that this will not always be possible.

The company will also commit to attempting to supply accommodations with kitchen facilities, microwaves and/ or refrigerators when cost effective and available.

The company agreed that when direct billed accommodation is located such that access to meal facilities is neither convenient nor feasible, then the Company will make transportation arrangements for employees to obtain meals and/or meal supplies.

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

Yours truly,

I Concur:

Rick Wilson  
AVP, Labour Relations

W. Brehl  
President  
Teamsters Canada Rail Conference  
Maintenance of Way Employees Division

:

## **Appendix A-11**

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## **Appendix A-12**

# **ESTABLISHMENT OF PEER OBSERVATION POSITIONS**

---

April 10, 2010

Mr. W. Brehl  
President  
Teamsters Canada Rail Conference  
Maintenance of Way Employees Division  
Suite 2 - 2775 Lancaster Rd.  
Ottawa, Ontario  
K1B 4V8

Dear Mr. Brehl,

During negotiations the TCRC MWED submitted a demand concerning the establishment of Peer Observation positions.

The Company could not agree with the Union demand, as advanced.

The parties are committed to continuous improvement in safety performance. As such, the Company was agreeable to the establishment of peer observation positions under the following terms and conditions:

- Peer observations are an integral component of the functionality of local workplace Health and Safety Committees and full time TCRC MWED Safety Representatives.
- The establishment of supplemental peer observation positions, including the number and location, shall be at the sole discretion of the Company.
- Should the Company establish supplemental Peer Observation positions, the following shall govern:
  - The Union shall advance a list of potential candidates. The Company will have the right of selection of employees chosen for the position from the list advanced. Should the initial list not contain a candidate suitable to the Company the Union shall provide a lists of potential candidates until an employee is selected.
  - Peer Observation positions shall be paid at the Extra Gang Foreman (Article 2.3 a)) rate of pay, for all regular and overtime hours of work
  - The duties of the peer observation position shall be established by the Company with input from the local workplace Health & Safety Committee and the Union.
- Prior to commencing the process to establish any supplemental Peer Observation positions, the Company will provide 15 days written notice to the respective Director of the Union.

Yours truly,  
Scott Seeney  
Director, Labour Relations

## **Appendix A-13**

# **SAFETY FOOTWEAR & CLOTHING SUBSIDY**

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December 8, 2012

Mr. W. Brehl  
President  
Teamsters Canada Rail Conference  
Maintenance of Way Employees Division  
Suite 2 - 2775 Lancaster Rd.  
Ottawa, Ontario  
K1B 4V8

Dear Mr. Brehl,

The Company and the Union agree to change the safety footwear and clothing subsidy as follows:

- Effective January 1, 2013, increase the safety footwear subsidy from \$60.00 to \$65.00/twice per year. Effective January 1, 2016, increase the safety footwear subsidy from \$65.00 to \$70.00/twice per year.
- Effective January 1, 2013, change the "Alternate High Visibility Apparel Employee Purchase Program" as it applies to employees represented by the Teamsters Canada Rail Conference Maintenance of Way Employees Division by increasing the existing subsidy from \$50.00 to \$60.00. It is understood that this increase will either apply to two subsidies per year, or alternatively, they can be combined and applied once per year, as stipulated in the policy. Employees will be required to submit receipts in order to receive reimbursement.

Yours truly,

Scott Seeney  
Director, Labour Relations

## Appendix A-14

# CONSOLIDATION OF THE ATLANTIC SENIORITY TERRITORY

---

Calgary, June 17, 2009

Mr. W. Brehl  
President  
Teamsters Canada Rail Conference  
Maintenance of Way Employees Division  
Suite 2 - 2775 Lancaster Rd.  
Ottawa, Ontario  
K1B 4V8

Dear Mr. Brehl,

This is further to the meeting held in Montreal on December 10<sup>th</sup>, 2008 in regards to the Company and the Union's closed period commitment outlined in Appendix B-47 of the Memorandum of Settlement signed between the parties on June 6<sup>th</sup>, 2007 concerning the consolidation of the Atlantic Regional Seniority Territories.

Flowing from those discussions, the parties agree to the following:

1. The existing Montreal and Laurentian Seniority Territories will be amalgamated into a new Seniority Territory called the Quebec Division Seniority Territory.
2. There will be no change to the Saint John Division, Farnham Seniority Territory, Quebec Central Seniority District and the Dominion Atlantic Railway Seniority Territory as outlined in the current Collective Agreement.
3. The seniority of the employees from both existing seniority territories will be dovetailed - into one Quebec Division Seniority territory based on their current seniority date in each classification.
4. Permanent and Temporary Track and B&S employees currently holding seniority on either the existing Laurentian or Montreal Seniority territories, and who entered Maintenance of Way service prior to January 1, 2005, will be "grandfathered" on an ongoing basis from the date of the signing of the agreement. These employees will be protected from displacement by an employee who, through the dovetailing of their seniority, would have an earlier seniority date (see exceptions in item 5 below). These employees will also have "prior rights: on any bulletined position or < 45 day vacancy on their former seniority territory (Laurentian or Montreal) as it exists in the current collective agreement.
5. If any "grandfathered" employee is affected by the layoff of their position, they will be permitted to displace a junior "grandfathered" employee on their former Seniority Territory (Laurentian or Montreal). A "grandfathered" employee will not, however, be permitted to displace a junior "grandfathered" employee on the other former Seniority Territory (Laurentian or Montreal).

6. The following four (4) B&S employees on the Laurentian Division will not be forced to apply for nor can they be forced to fill any bulletined position or < 45 day vacancy on the former Montreal Seniority Territory.

M. Poulin (Emp. # 298530)    M. Noreau (Emp. # 615053)  
M. Sammy (Emp. # 298830)    J. Moisan (Emp. # 629953)

7. The parties will meet within thirty (30) days of the signing of this agreement to discuss the existing track section limits as outlined in the Collective Agreement, Appendix "B", of the current Laurentian and Montreal Seniority Territories with a view to redefining the mileage limits of the new Basic Seniority Territory.
8. Once the track section limits have been defined by the parties as per item 7 above, any future change in track section limits cannot result in the limits of the new track section(s) overlapping both the former Laurentian Division and Montreal Terminal Seniority District as outlined in Appendix B Seniority Territories of Wage Agreement 41 & 42, unless the permanent incumbents of the track section positions affected by the change entered maintenance of way service subsequent to January 1, 2005 (i.e. they are not "grandfathered").
9. Any "Prior Rights" agreement currently in effect will remain in effect.
10. The parties will meet within thirty (20) days of the signing of this agreement to jointly create the new Quebec Division Seniority List.
11. The principles outlined in this agreement will take effect once the new Quebec Division Seniority List is created and the limits of the new Quebec Division Seniority Territory are agreed to in full by the parties.

If you agree to the foregoing, please signify your concurrence in the space provided below, returning one signed copy to me for my records.

Yours truly,

Mike Moran  
Labour Relations Officer /for

Scott Seeney  
Director, Labour Relations

I Concur,

S. Delongchamps  
Vice President, TCRC MWED /for

W. Brehl  
President, TCRC MWED

## **Appendix A-15**

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## **Appendix A-16**

# **TRAVEL ASSISTANCE FOR ATLANTIC PROVINCE TR&E EMPLOYEES**

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Updated Travel Assistance for Atlantic Province TR&E Employees

December 8, 2012

Mr. W. Brehl  
President  
Teamsters Canada Rail Conference  
Maintenance of Way Employees Division  
Suite 2 - 2775 Lancaster Rd.  
Ottawa, Ontario  
K1B 4V8

Dear Mr. Brehl:

During negotiations the Union expressed concerns regarding the financial hardship experienced by employees that travel from the Atlantic Provinces to work on Seasonal TR&E work crews.

In addressing this concern, effective January 1, 2008, the Company shall provide compensation for one round air fare trip, in economy class, to assist these employees with "deployment" and "return home" expenses.

Reimbursement shall be administered through expense account submission and air fare will be reimbursed as the "lowest fare available" rate, regardless of the actual fare paid.

In the event that an employee resigns or is dismissed, the Company will make arrangement to recover the costs of the return airfare. In all other circumstances where an employee does not work a full work season, the Company and the Union will meet to discuss reimbursement arrangements.

In lieu of reimbursement for air fare ticket(s) that are purchased, employees may elect a lump sum cash equivalent payment.

Reimbursement for air fare tickets, or lump sum cash equivalent payments, will be processed in accordance with Revenue Canada tax requirements and regulations concerning taxable benefits, which may have tax deduction implications.

Yours truly,

Scott Seeney  
Director, Labour Relations

## Appendix A-17 TRAINING

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Training

December 8, 2012

Mr. W. Brehl  
President  
Teamsters Canada Rail Conference  
Maintenance of Way Employees Division  
Suite 2 - 2775 Lancaster Rd.  
Ottawa, Ontario  
K1B 4V8

Dear Mr. Brehl,

The Company agrees to apply the following principles regarding training

- Training for D Card qualification must be offered to all employees, to attend the next available training class, within thirty (30) days of them attaining the required service according to current company policy.
- The Company will provide the opportunity for training, to attend the next available training class, within six (6) months of an employee occupying a bulletined position, which requires that training.

This above applies to all positions that require training for classifications within Wage Agreement 41/42 and supplemental agreements.

Yours truly,

Brent Laing  
Vice President, Engineering  
Canadian Pacific

## Appendix A-18

# SINGLE ROOM OCCUPANCY

---

February 18, 2013

W. Brehl  
President  
Teamsters Canada Rail Conference  
Maintenance of Way Employees Division  
Suite 1, 2775 Lancaster Road  
Ottawa, Ontario  
K1B 4V8

RE: Letter of Understanding concerning the Administrative Application of Article 12.9 b) as it pertains to Direct Billed Accommodation and Single Room Occupancy

Dear Mr. Brehl,

This is further to our discussions concerning the provision of direct billed accommodation and single room occupancy.

In the application of Article 12.9 b), the parties agree that the following guidelines shall govern:

1. When the Company elects to provide direct billed accommodation, employees will have the choice to elect a single occupancy room, or per diem. Employees will be provided a declaration form on the first day of the work cycle at each new work location. This declaration form will include the location and duration of the Crew for the next work schedule. Employees must declare their choice of the following for the next work location:
  - a) Direct billed single occupancy room for the entire period of time the crew is at that work location (See Item 3 below); or
  - b) The per diem allowance for the entire period of time the crew is at that work location (See Item 6 below)

Employees must complete their declaration form and submit it to their supervisor by the end of the first work cycle at each new work location.

2. This declaration process will be repeated at the start of each new work location. Should an employee not declare their choice for the next work location during the first cycle at each new work location, then a direct billed room will be secured and the per diem choice will not be available.
3. Should there be no reasonable way for the Company to provide single occupancy accommodation at a specific work location, the Company and Union shall meet to discuss the matter in an attempt to reach a mutual resolve. If no solution is found, the overflow of employees shall be placed into double

occupancy accommodation in inverse seniority order using their date of entry into Company service. Employees will be advised as to whether the Company will be able to provide single or double occupancy accommodation at the next work location prior to the employee being required to make their declaration as per item 1 above.

4. An employee's choice shall remain in effect for either;
  - a) The duration of time that the employee is at the new work location ;  
or
  - b) The conclusion of the position ; or
  - c) At such time that the employee is displaced off the crew ; or
  - d) At such time the employee bids to another crew.

Should an employee be displaced from their position and they exercise to a position on the same crew, the employee's original choice shall remain in effect.

5. Should an employee choose an option of either per diem or direct billed accommodation for the next work location, and the duration of the stay at that work location is changed or shortened or exceeded by greater than one work cycle, then employees will be notified and provided another opportunity to declare their choice at that work location.
6. Employees that elect the per diem allowance will not be permitted to stay in Company provided accommodation during their scheduled days off. They will be provided a per diem of 50% of the per diem amount provided for in Article 12.9b.
7. Employees that elect direct billed single room occupancy will also be entitled to single room occupancy during their scheduled days off should they meet the requirements as set out in Article 12.9c and subject to item 3 above. Employees meeting the requirements of Article 12.9c will be entitled to the meal allowance as provided for in that Article during their scheduled days off.
8. An employee that elects the per diem allowance may utilize the Canadian Pacific negotiated preferred rate, should one exist at their desired hotel/motel accommodation choice, subject to the term of the hotel/motel owner.
9. The Canadian Pacific Facilities Department will not provide hotel/motel room reservation or rate guarantee service/information to employees that have elected a per diem allowance in lieu of direct billed accommodation.
10. An employee that has elected a per diem allowance is expected to secure suitable accommodation to enable restorative rest.
11. An employee that has elected direct billed single room occupancy may permit other employees or guests to stay in their company supplied motel room should the motel so allow. Should the motel permit other employees or guests to stay in their Company supplied motel room, the employee assigned the room will be required to register the other guests with the motel front desk

and to pay any associated fees charged by the motel for the additional guests.

12. The parties agree to review and discuss any exceptional circumstances of an employee requesting to change his/her declaration outside of the allowable period as mentioned above.

This agreement is made without prejudice or precedent with respect to any other matter, except any action or proceeding arising out of this agreement.

If you are agreeable to the above terms and conditions I would appreciate your concurrence in the space provided below.

Yours truly,

Mike Moran  
Manager Labour Relations

cc : Scott Seeney, Director Labour Relations  
Brent Laing, VP Engineering  
Matt Foot, GM Capital Planning & Projects

I Concur:

\_\_\_\_\_  
W. Brehl  
President  
TCRC MWED

\_\_\_\_\_  
Date:

## **Appendix A-19**

# **REDUCTION OF CONTRACTING OUT**

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May 11, 2017  
Calgary, Alberta

**RE: APPENDIX 1 IN SECTION 13 OF AGREEMENT NO. 41**

This is further to our discussion concerning the Company's ongoing obligation to reduce contracting out.

While the Union acknowledges that the Company has taken significant steps towards meeting its obligations pursuant to Appendix 1 of Section 13.9 of Agreement No. 41, the Company has not yet fully satisfied those obligations.

The Union is concerned to ensure that progress continues to be made and that the gains that have already been achieved are not lost or reduced.

In an effort to assist in this regard, the Union undertakes to continue to work with the Company to ensure that instances of contracting out are reduced.

That being said, and in order to address its concerns, the Union reserves the right to grieve in the event that after December 31, 2017 the Company fails to make every reasonable effort to meet its commitments pursuant to Appendix 1 of section 13.9.

Sincerely,

I concur:

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Gary Doherty  
President  
TCRC MWED

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Justin Meyer  
Vice President  
Engineering, CP Rail

## Appendix A-20

# BRIDGE & STRUCTURE FACILITY WORK

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May 11, 2017  
Calgary, Alberta

Further to proposals discussed during bargaining concerning the contracting out of Bridge and Structures facilities work, the parties agree to the following;

1. The parties will meet to discuss the creation of positions within the Bridge and Structures department that will deal solely with Facility work.
2. The parties will meet as soon as possible but not later than 30 days following the ratification of the memorandum of settlement to discuss the insourcing of facility work that is currently being contracted out.
3. The parties will within 90 days from the initial meeting develop a frame work to address ongoing contracting out of facility work.
4. It is understood the positions, training, and retention of employees dedicated to facilities work shall be discussed within this frame work.
5. It is understood that additional flexibility or the creation of new seniority territories or work areas may be established during these meetings, to meet operational requirements and distribute manpower efficiently.
6. It is understood between the parties that cost, work quality and expedience will be considerations when developing a framework for insourcing of facilities work.

TCRC MWED

Canadian Pacific

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Gary Doherty  
President  
TCRC MWED

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Justin Meyer  
Vice President  
Engineering

## Appendix A-21

# GENERAL WAGE INCREASE FOR 2018 - 2022

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Gary Doherty  
 President  
 TCRC-MWED

Dear Sir,

This refers to our discussions regarding a General Wage Increase over the 5 year term of the Collective Agreement covering January 1, 2018 to December 31, 2022.

In recognition of the 5 year term agreed upon by the parties, and acknowledging the labour stability that a long term settlement provides, the Company is prepared to tie the General Wage increases for the years 2021 and 2022 to the operating realities of the Company at that time.

The parties agree that the General Wage Increases associated with years 2021 and 2022 will be a minimum of 2%. However, there is an opportunity for these General Wage Increases to exceed this minimum based on year-over-year percentage increases to the Company's Revenue Ton Mileage (RTM). RTMs are available externally on the Investor Relations website: <http://www.cpr.ca/en/investors/key-metrics>.

As long as the Minimum Threshold, defined below, is exceeded, the available General Wage Increases for 2021 and 2022 are as follows:

Year-Over-Year (YOY) RTM % Increase	< 3%	3-4%	≥4%
Associated General Wage Increase	2%	2.5%	3%

The YOY RTM % Increase for the 2021 GWI shall be calculated as follows:

$$\frac{(\text{RTM (Dec. 1, 2019 to Nov. 30, 2020)} - \text{RTM (Dec. 1, 2018 to Nov. 30, 2019)})}{\text{RTM (Dec. 1, 2018 to Nov. 30, 2019)}} \times 100 = 2021 \text{ YOY RTM \% Increase}$$

The YOY RTM % Increase for the 2022 GWI shall be calculated as follows:

$$\frac{(\text{RTM (Dec. 1, 2020 to Nov. 30, 2021)} - \text{RTM (Dec. 1, 2019 to Nov. 30, 2020)})}{\text{RTM (Dec. 1, 2019 to Nov. 30, 2020)}} \times 100 = 2022 \text{ YOY RTM \% Increase}$$

To determine if the RTM escalation(s) are available, the RTM for the period of December 1, 2015 to November 30, 2016 will be used as a "Minimum Threshold". The RTM escalations shall only be available if the following criteria are met:

- For 2021, the RTM for the period of December 1, 2018 to November 30, 2019 must exceed the Minimum Threshold; and
- For 2022, the RTM for the period of December 1, 2019 to November 30, 2020 must exceed the Minimum Threshold.

The parties agree that the Minimum Threshold criteria and the YOY RTM % Increase criteria outlined above are based on freight service only. Additionally, should the Company enter into any sale or acquisition of business during these periods, the effect of these transactions' impact will be removed from the RTM snapshots for the all the periods outlined above.

Yours Truly,

For TCRC MWED,

Myron Becker  
Assistant Vice President  
Labour Relations

Gary Doherty  
President

## **Appendix A-22**

# **ESTABLISHMENT OF A JOINT TRAINING COMMITTEE**

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May 11, 2017  
Calgary, Alberta

Letter Concerning the Establishment of a Joint Training Committee

During negotiation discussions, both the Company and the TCRC MWED agreed that it is in the interest of both parties to establish a closed period Training Committee composed of two Company and two Union representatives. The Committee's ongoing mandate will be to review, propose, develop and oversee training methods and programs for TCRC MWED employees. This will include reviewing the components of online training modules and determining the number of hours required to complete them.

In addition to the broad authority outlined above, the Committee shall have the power to retain experts in the field to advise on training related matters and to recommend possible programs and strategies.

Both Union and Company nominees to the Training Committee shall be named within thirty days of ratification of this collective agreement and shall meet within sixty days. Subsequently, meetings shall occur every three months or at such other time as may be required. Meetings may take place either in person or by way of conference call.

Canadian Pacific

TCRC MWED

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Myron Becker  
Assistant Vice President

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Gary Doherty  
President

## Appendix A-23

# TRAINER/MENTORSHIP PROGRAM

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May 11, 2017  
Calgary, Alberta

Mr. G. Doherty  
President TCRC-MWED

Dear Sir:

This refers to our discussions during the current round of collective bargaining regarding the parties desire to develop a trainer/mentorship program for employees. We both recognize the value of such a program with a long term desire in the training, development and retention of our employees. It is agreed that Unionized Trainer/Mentor positions will be established pursuant to the following:

- The number of required trainers and locations shall be mutually established by the parties during Section 8.3 meetings that are to occur by no later than November 15 of each year preceding the next production work season.
- The Company will issue a special bulletin for employees to declare their interest for Trainer/Mentor positions. The list of those that apply shall be supplied to the Union by no later than October 15 of each year in advance of the Section 8.3 meeting. The Company will review all potential candidates with the Union, however retains final right of selection for each position chosen.
- Trainer/Mentor positions shall be paid at the Extra Gang Foreman (Section 2.8) rate of pay and entitled to an additional 3%, for all regular and overtime hours of work. The premium payment will be processed as a lump sum payment at the end of the work season, or the end of the position, as applicable.
- The duties of the trainer/mentor position shall be established jointly by the Company and the Union at the initial Section 8.3 meeting.
- A Trainer/Mentor failing to maintain an appropriate level of performance may, at the discretion of the Company and after discussion with the Union, be removed from the position. In such circumstances, the employee will have the previously earned premium paid out for the time occupied and revert to their former position or exercise seniority per the collective agreement. The

Company shall provide the Union the evidence it relied upon in deciding to remove the employee from his or her position.

I am sure you will agree that the collaborative approach to training and mentoring will help develop our employees in a meaningful way.

Yours Truly,

I concur:

Myron Becker  
AVP, Labour Relations

Gary Doherty  
President TCRC-MWED

# APPENDIX B

## SENIORITY TERRITORIES

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### 1. Atlantic Region

(Former as of August 31, 1984.) (Company Lines in Canada)

#### **Saint John Division**

McAdam Sd., Fredericton Sd., West Saint John Sd., Shogomoc Sd., Shore Line Sd., St. Andrews Sd., St. Stephen Sd., Tobique Sd., Edmundston Sd. (Mi. 0.0 to 28.2 and 55.6 to 56.1), Gibson Sd., Southampton Sd., Minto Sd., Aroostook Sd. (Mi. 0.0 to 4.82), Mattawamkeag Sd. (Mi. 0.0 to 5.6), Houlton Sd., (Mi. 0.0 to 5.0).

#### **Farnham Seniority District**

Standstead Sd., Adirondack Sd. (Mi. 0.0 to 34.0), Beebe Sd. (Mi. 2.9 to 40.2). Drummondville Sd., Newport Sd., Sherbrooke Sd., Stanbridge Sd., St-Guillaume Sd.

#### **Laurentian Division**

Berthierville Sd., Buckingham Sd., Lachute Sd., Maniwaki Sd., M&O Sd., Ste-Agathe Sd., St-Gabriel Sd., St-Maurice Valley Sd., Trois-Rivieres Sd., Waltham Sd., Winchester Sd. (Mi. 18.9 to 20.0), Park Ave. Sd. (Mi. 9.0 to 19.9), Vaudreuil Sd. (Mi. 3.2 to 18.9).

#### **Montreal Terminal Seniority District**

Farnham Connection Sd., Park Avenue Sd. (Mi. 5.9 to 9.0), St-Luc Branch Sd., Vaudreuil Sd. (Mi. 0.0 to 3.2), Westmount Sd., Adirondack Sd. (Mi. 34.0 to 50.3), Lacolle Sd.

#### **NOTE 1:** NJR - Lacolle Sd:

Employees who held seniority on a former NJR seniority list, as of 93-11-01, retain "prior rights" on this subdivision. (See Letter of Agreement dated 93-10-08)

**NOTE 2:** Montreal Terminal: Employees who held seniority on a former NJR Terminal list, as of 93-11-01, retain "Prior rights" on that portion of the Montreal seniority territory. (See Letter of Agreement dated 93-10-08)

#### **Quebec Central Seniority District**

Chaudiere Sd., Vallee Sd., Levis Sd., Tring Sd.

#### **Dominion Atlantic Railway Seniority Territory**

Halifax Sd., Kentville Sd., Yarmouth Sd., Truro Sd.

## 2. Eastern Region

### **Smith Falls Division Seniority Territory**

Winchester Sd. (Mi. 20.0 to 123.8), Cornwall Sd., Prescott Sd., Ellwood Sd., Brockville Sd., Belleville Sd. (Mi. 0.0 to 172.8), Chalk River Sd. (Mi. 0.0 to 114.5), Carleton Place Sd., Kingston Sd.

### **London Division**

Teeswater Sd., Galt Sd. (Mi. 15.0 to 114.6), Elora Sd., Owen Sound Sd., Goderich Sd., St. Thomas Sd., Port Burwell Sd., St. Marys Sd., Hamilton Sd., Windsor Sd., Simcoe Sd. (Mi. 0 to 59.8), Waterloo Sd. (Mi. 0 to 15.8), Fort Erie Sd., Dunville Sd.

**NOTE 1:** Employees who were employed on the London Division seniority territory on or before January 19, 1987 retain "Prior rights" to positions on this territory as it existed prior to the integration of the territories outlined in NOTES 2, 3 and 4 below.

**NOTE 2:** CASO - Hamilton Sd. (Mi. 0.0 to 22.2) & Fort Erie Sd:  
Former CASO employees who were placed on a TH&B seniority list at the time of integration of CASO and TH&B, retain "prior rights" on this portion of the London seniority territory until and unless they voluntarily vacate such positions by accepting a permanent position elsewhere on the Eastern Region. (See Special Agreement dated 85-06-13 covering Conditions and Benefits for Employees upon purchase of CASO and Note 4 below)

**NOTE 3:** TH&B - Hamilton Sd. (Mi. 22.2 to 60.4) & Dunville Sd:  
Employees who were employed on the former TH&B seniority territory, as of 87-01-19, retain "Prior rights" on this portion of the London seniority territory, until and unless they voluntarily vacate such positions by accepting a permanent position elsewhere on the Eastern Region.

(See Memorandum of Agreement dated 87-01-20 covering integration of TH&B employees into CP Rail)

**NOTE 4:** GR&LE&N - Waterloo Sd. (Mi. 0.8 to 11.3):  
Employees who were employed on the former GR&LE&N seniority territory, as of 87-05-31, retain "Prior rights" on this portion of the London seniority territory, until and unless they voluntarily vacate such positions by accepting a permanent position elsewhere on the Eastern Region. (See Memorandum of Agreement dated 87-06-05 covering integration of GR&LE&N employees into CP Rail)

### **Toronto Division**

Belleville Sd. (Mi. 172.8 to 210.0), Mactier Sd. (Mi. 0.0 to 126.9), Canpa Sd., North Toronto Sd., Galt Sd. (Mi. 0.0 to 15.0), Havelock Sd., Port McNicoll Sd., Bobcaygeon Sd., Nephton Sd., Parry Sound Sd. (Mi. 0.0 to 0.4).

**Sudbury Seniority Territory**

Chalk River Sd. (Mi. 114.5 to 115.3), North Bay Sd., Cartier Sd. (Mi. 0.0 to 111.0), Parry Sound Sd. (Mi. 0.4 to 121.7), Temiscaming Sd., Ville Marie Sd., Nickel Sd., Webbwood Sd., Little Current Sd.

**Schreiber Division**

Cartier Sd. (Mi. 111.0 to 113.0), Nemegos Sd., White River Sd., Heron Bay Sd., Nipigon Sd. (Mi. 0.0 to 126.5), Manitouwadge Sd.

**3. Prairie Region****Lakehead Division**

Nipigon Sd. (Mi. 132.9 to 126.5), Kaministiquia Sd., Ignace Sd., Keewatin Sd., Lac du Bonnet Sd. (Mi. 7.7 to 56.8).

**Winnipeg Division**

Winnipeg Terminal, Winnipeg Beach Sd., La Riviere Sd. (Mi. 0.0 to 11.5), Lac du Bonnet Sd. (Mi. 0.0 to 7.7), Keewatin Sd. (Mi. 118.5 to 125.7), Glenboro Sd. (Mi. 0.0 to 0.4), Emerson Sd., Arborg Sd., Carberry Sd. (Mi. 0.0 to 9.2).

**Brandon Division**

Arcola Sd., Bredenbury Sd., Broadview Sd. (Mi. 0.0 to 129.0), Carberry Sd. (Mi. 9.2 to 133.1), Estevan Sd., Glenboro Sd. (Mi. 4.0 to 146.7), Gretna Sd., La Riviere Sd. (Mi. 11.5 to 111.0), Lyleton Sd., Minnedosa Sd., Napinka Sd., Neudorf Sd., (Mi. 0 to 82.0), Russell Sd., Carman Sd., Kiseby Sd. (Mi. 0.0 to 1.1).

**Saskatoon Division**

Bulyea Sd., Dodsland Sd., Furness Sd., Hardisty Sd., Kerrobert Sd. (Mi. 1.2 to 102.5), Lanigan Sd. (Mi. 6.1 to 104.6), Lloydminster Sd., Macklin Sd., Meadow Lake Sd., Melfort Sd., Prince Albert Sd., Reford Sd., Sutherland Sd., Tisdale Sd., White Fox Sd., Wilkie Sd., Wynyard Sd., Neudorf Sd. (Mi. 82.0 to 126.2).

**Moose Jaw Division**

Altawan Sd., Amulet Sd., Assiniboia Sd., Bromhead Sd., Colony Sd., Dunelm Sd., Expanse Sd., Fife Lake Sd., Gravelbourg Sd., Indian Head Sd., Kiseby Sd. (Mi. 1.1 to 61.8), Lanigan Sd. (Mi. 0.0 to 6.1), Maple Creek Sd. (Mi. 0.0 to 2.3), Notukeu Sd., Outlook Sd., Portal Sd., Shamrock Sd., Shaunavon Sd., Swift Current Sd., Tyvan Sd., Vanguard Sd., Wood Mountain Sd., Broadview Sd. (Mi. 129.0 to 130.9), Kerrobert Sd. (Mi. 0.0 to 1.2).

## 4. Pacific Region

### **Esquimalt and Nanaimo Seniority Territory**

Victoria Sd., Port Alberni Sd.

### **Vancouver Division Seniority Territory**

Cascade Sd. (Mi. 109.7 to 129.0), Westminster Sd. (Mi. 0.0 to 8.4)

### **Canyon Division Seniority Territory**

Cascade Sd. (Mi. 0.0 to 109.7), Thompson Sd., Mission Sd., Princeton Sd.

### **Revelstoke Division**

Shuswap Sd., Mountain Sd., Laggan Sd. (Mi. 136.3 to 136.6), Windermere Sd. (Mi. 139.9 to 142.5), Okanagan Sd.

### **Kootenay Division Seniority Territory**

Windermere Sd. (Mi. 0.0 to 139.9), Cranbrook Sd., Fording River Sd., Kimberly Sd., Kingsgate Sd., Nelson Sd., Boundry Sd., Rossland Sd., Kaslo Sd. (Mi. 4.3 to 31.2), Slocan Sd., Crowsnest Sd. (Mi. 100.9 to 101.1)

### **Edmonton Division Seniority Territory**

Breton Sd., Hoadley Sd., Wetaskiwin Sd., Willingdon Sd., Coronation Sd., Lacombe Sd., Leduc Sd., .

### **Calgary Division Seniority Territory**

Red Deer Sd., Laggan Sd., MacLeod Sd. (Mi. 0.0 to 10.5), Brooks Sd. (Mi. 165 to 175.8)

### **Medicine Hat Seniority Territory**

Brooks Sd. (Mi. 0.0 to 165.0), Maple Creek Sd. (Mi 2.3 to 147.4), Empress Sd., Bassano Sd., Acme Sd., Burstall Sd., Hatton Sd., Irricana Sd., Langdon Sd., Pennant Sd., Strathmore Sd.

### **Lethbridge Seniority Territory**

MacLeod Sd. (Mi. 10.5 to 107.0), Aldersyde Sd., Cardston Sd., Coutts Sd., Crowsnest Sd. (Mi. 0.0 to 100.9), Lomond Sd., Pecten Sd., Stirling Sd., Taber Sd., Turin Sd., Altawan Sd. (Mi. 121.0 to 122.1).

## **APPENDIX C**

### **FLAGGING AGREEMENT**

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1. This agreement does not apply to basic track protection applications, incidental to normal duties.
2. This agreement supersedes the Pacific Region Flagging Agreement, dated July 17, 1980.
3. Any employee filling a flagman position, under the terms of this agreement, will receive the TMF rate of pay, except when B&S employees are filling flagman positions in connection with work being performed on track bridges and/or structures, in which case the B&S Foreman rates will apply.
4. Vacancies of less than 45 days will be filled in accordance with Article 10.13(a) of Wage Agreement No. 41.
5. Vacancies greater than 45 days will be advertised in accordance with Article 10.1. Such positions will be awarded to the senior applicant, based on TMF seniority or B&S Foreman seniority, as the case may be. Then in accordance with the line of promotion.
6. Flagging positions may be bulletined on the Vancouver, Toronto and Quebec Division Seniority Territories annually to establish flagging pools. Flagging positions established in this way may be assigned flagging duties as short as one day in duration at any one work location and may be required to work at any location on the BST on which the position is established.

Flagging pools may be established on other BST's as may be required under mutual agreement of the Company and the Union.

It is understood that if more than one flagman position is established within a flagging pool on the same basic seniority territory, efforts will be made to assign work locations on a seniority basis.

Flagging positions shall be headquartered and incumbents shall begin and end their days at the headquarters when the flagging assignments are within 56km of the headquarter location. When flagging assignments are greater than 56km from the headquarter location the Company shall have the option to assign an alternate assembly point. When an alternate assembly point is assigned provisions of Wage Agreement No. 41, Article 12.22, shall apply.

## **SPECIAL PROJECT FLAGGING:**

(Special Project Flagging may be implemented subject to the following criteria)

1. Special Projects Flagging will be triggered when manpower requirements, after recalling laid off and ES status employees, cannot be accommodated within the Basic Seniority Territory without adversely impacting operational requirements. The Company will not utilize Special Projects Flagging on any particular BST, unless the number of flagging positions exceeds 30% of the number of permanent basic track positions.

Employees on the BST will have first right to the number of flagging positions equivalent to the number of laid off and ES status employees. Additional manpower requirements will be drawn from the Region.

2. The flagman positions will be considered positions outside the line of promotion. No seniority shall be established nor forfeited by exercising any right under this portion of the agreement.
3. Flagman positions will be advertised by bulletin on the Region, for the Basic Seniority Territory (BST) on which the work is to be carried out. After fulfilling item 1 above, positions shall be awarded to the senior applicants based on their first date of entry into the bargaining unit, first to the employees on the District and if there are any vacancies thereafter, to employees on the Region. If any of the flagman positions move from one Seniority District to another they shall be advertised on a new bulletin.
4. Flagman positions will be established in accordance with Articles 8.1 to 8.3 & 8.17 of the wage agreement. Any departure from this shall require mutual agreement between the proper Officer of the Company and the TCRC MWED Director, from the territory which the work is to be performed.
5. All expenses including travel, accommodation and meals will be governed by the Expense Guidelines contained within the Collective Agreement.
6. Employees filling flagman positions which are more than 1,000 km from their principal place of residence, will be entitled to Company provided airfare to and from the nearest airport to their residence, for their days off. This shall also apply where the employee can demonstrate that it is a reasonable cost alternative to provide such airfare.
7. Wage Agreement 41 will apply in all other applications not covered or referred to in this agreement.

**Note:** The intent of the above referenced letter has not been altered, however changes have been made to the applicable Section numbers that are referenced herein.

## **APPENDIX D**

### **EXPENSE CLAIMS – Q & A's**

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#### **A) Rest Day Travel**

- Q1.** If there is more than one person in the car traveling back and forth who is eligible for the weekend travel?
- A1.** Each of the occupants of the vehicle is entitled to claim the allowance.
- Q2.** If I am from off the region and I do not claim a secondary “principle place of residence” what am I entitled to?
- A2.** In this case, an employee would be entitled to claim travel allowance not to exceed beyond the limits of the Region on which employed. (See Article 12.9a)
- Q3.** If I travel to another location on the weekend rather than my primary or secondary place of residence what am I entitled to in regards to Rest Day Travel?
- A3.** In this case you are entitled to the lesser of the distance to your PPR or Secondary PPR or the actual distance to the other location to which you traveled. It must be understood that employees in this circumstance will not be allowed to occupy Company provided accommodation during their rest days.
- Q4.** I live off of the region and have relatives where I spend the weekend but they live more than 100 km from the Canadian Pacific network. What am I entitled to in regards to Rest Day Travel?
- A4.** Employees will not be restricted from choosing a secondary PPR in excess of 100 km from the nearest point on the Canadian Pacific network, however, for the purpose of calculating rest day travel, kilometers will be limited to 100 km from the Canadian Pacific network. Travel calculations will be based on the most direct route traveled between the two points.
- Q5.** Are only production gang employees eligible to this allowance?
- A5.** No, other employees entitled to rest day travel will continue to be so entitled.
- Q6.** It states that I cannot move my secondary PPR after I have advised the Company of that location. What am I entitled to if I do actually change my secondary PPR either closer or further away from the location I had advised the Company of?
- A6.** The registration of secondary PPR's will not be adjusted during a production gang season. Travel allowance will be based on the original secondary PPR, regardless of circumstance.

- Q7.** This allowance states that it covers all expenses incurred while traveling. Does this mean that I cannot claim a meal?
- A7.** No you cannot claim a meal under this provision.
- Q8.** What is a “Special Work Site”?
- A8.** In general, a Special Work Site is that defined by Revenue Canada to be: a location at which the duties performed by the employee are of a temporary nature.

## **B) Per Diem in Lieu of a Direct Billed Accommodations and Meal Allowance**

- Q1.** Who is entitled to a per diem?
- A1.** Production Gang Employees have the option to take per diem when direct billed accommodation is offered by the Company. Other employees can opt for this per diem when entitled to an adhoc allowance.
- Q2.** What if there is not enough accommodation available within a reasonable distance to the assembly point?
- A2.** Both the Company and the Union have to agree to assembly points and both parties will ensure that such points are suitable for the number of people on the gang.
- Q3.** What if the area is a high cost area?
- A3.** Again, the mutual agreement for assembly points will ensure that tie up locations are reasonable for a per diem.
- Q4.** How will I know the assembly points for gangs when I bid and during the year?
- A4.** Assembly points will be noted by location (ie. municipality, railway station, etc.), in the initial gang bulletin. The specific assembly point will be specified prior to arrival at each location. However, assembly points may be adjusted during the production gang season, subject to Union concurrence.
- Q5.** How will I know if a per diem will be provided on the gang for which I apply?
- A5.** In every instance where direct billed accommodation is offered, employees will have the option to elect the per diem.
- Q6.** Does this mean that a per diem gang can have the type of accommodation changed during the work season?
- A6.** Refer to Appendix A-18.

- Q7.** I am an employee on a gang that is provided direct billed accommodation and meals. Where is the assembly point?
- A7.** At your Company supplied hotel/motel.
- Q8.** If I am staying closer to the work site than the assembly point, can I travel on my own to the work site, rather than the assembly point? What am I entitled to?
- A8.** Yes, time will be paid the same as for those traveling from the assembly point to the work site.
- Q9.** If I am receiving a per diem, am I entitled to travel time from my lodging to the assembly point?
- A9.** No, time starts at the assembly point.

### **C) Scheduled days off Allowance:**

- Q1.** Who is entitled to this allowance?
- A1.** Any employee that is entitled to travel home on their scheduled days off but elect to remain on boarding cars or Company provided direct billed accommodation.
- Q2.** I am a production gang employee who is currently provided with direct billed accommodation or boarding car accommodation. I elect not to travel on my weekend and receive a daily meal allowance in accordance with Section 12.9(c). Now that the Company can provide a per diem in lieu, how does this affect me?
- A2.** You will receive 50% of your per diem for each scheduled day off.

### **D) Ad Hoc Allowance**

- Q1.** Who is entitled to this allowance?
- A1.** This applies to an employee who as a result of it being too far to return to their Principle Place of Residence stays out overnight.
- Q2.** Normally, I received Company direct billed accommodations and a meal allowance. Can I take the per Diem instead or can I be instructed to?
- A2.** Yes, you can take the Per Diem but you cannot be instructed to.
- Q3.** I am usually entitled to this type of expense for two or three days a week. Am I able to choose either option (Per Diem or Direct Billed Accommodation and Meal Allowance) of the Ad Hoc Allowance on a daily basis?
- A3.** Yes.

**Q4.** If I go over the daily meal allowance can I claim more?

**A4.** Yes, Article 12.7 allows actual expenses but receipts would be required in such circumstances.

## **F) Forced to Temporary Vacancies- Regional/District Seniority**

**Q1.** Who is entitled to this allowance?

**A1.** Any employee holding Regional or District seniority forced to a Temporary Regional or District position through the application of senior may/junior must rules.

**Q2.** If I am working less than 56 km from my residence, am I entitled to expenses?

**A2.** Yes, in accordance with "G".

**Q3.** Do I have a choice of Per Diem or meal and direct billed accommodation?

**A3.** Yes, this is at the employee's discretion per Article 12.9 b).

**Q4.** Can I change between Per Diem and direct billed accommodation and meals, and if I can, how often?

**A4.** Refer to Appendix A-18.

## **G) Employees Required to Report to Other Than Their Normal Reporting Location, Within an 80 km Radius of Their PPR and They Agree to Commute, Using Their Own Vehicle**

**Q1.** Who is eligible for this expense?

**A1.** Employees required to report to other than their normal reporting location, within an 80 km radius of their PPR and they agree to commute, using their own vehicle, will receive this expense.

**Q2.** Can I be eligible for this expense if it is over 80 km?

**A2.** No, unless by mutual agreement of the employee and the Company.

**Q3.** My current position provides boarding car or Company direct billed accommodation and meal allowance. Can I opt for this expense?

**A3.** If agreed to by the Company.

**Q4.** Is this benefit optional?

- A4.** Yes, refer to question 1.
- Q5.** Although non-related, can this expense option be used by employees in lieu of direct billed/meal allowance?
- A5.** Yes, if distances are consistent and approved by management.

## **APPENDIX E**

### **Release of Information Joint Waiver Form**

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Date:

To: Whom it may concern

I, (name of employee) authorize the President of the Teamsters Canada Rail Conference – Maintenance of Way Employees Division or any other person authorized by the Teamsters Canada Rail Conference – Maintenance of Way Employees Division to receive or exchange relevant personal information needed about me which may include, but is not limited to, medical practitioner reports, therapist reports, or treatment institutions, required for the Grievance Procedure.

I understand that the information obtained may be used in the Grievance Procedure and may be shared with the Company.

A photocopy of this authorization is as valid as the original.

\_\_\_\_\_  
(signature of employee)

\_\_\_\_\_  
(date)

This letter may also include the provision of information previously provided to the Union.

## **ARCHIVED APPENDICES**

The parties have agreed that the following Appendices to the Collective Agreement shall be placed into a separate grouping under the Collective Agreement called Archived Appendices.

Archived Appendices are appendices of the Collective Agreement that, in general terms, are (1) seldom used, (2) very narrow in application, or (3) of defined duration.

The parties agree that the sole purpose for the creation of a separate grouping for Archived Appendices is to facilitate, ease and expedite the use of, and reference to, the Collective Agreement.

It is agreed that it is not the intention of the parties to create a separate category of appendices in terms of range or force of application. The parties agree that each and every Archived Appendix shall continue and remain in full force and effect and shall apply in equal measure to any and all other provisions of the Collective Agreement.

No Appendix of the Collective Agreement shall be included in or removed from the list of Archived Appendices without the written agreement of both parties.

## **APPENDIX F- 1 STARTING TIME RULES**

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### **The Railway Association of Canada**

Montreal, Quebec March 13, 1970

Mr. C. Smith  
Vice-President  
Brotherhood of Maintenance of Way Employees  
115 Donald Street  
Winnipeg 1, Manitoba

Dear Mr. Smith:

Referring to your discussion today with Mr. J.C. Anderson, Vice-President, Industrial Relations, CP Rail, in which you expressed the concern on the part of some members of your General Committee as to the manner in which the Railways intend to apply the new starting time rules agreed to in the Memorandum of Settlement signed on February 18, 1970.

We are prepared to advise the line officers that the purpose of the flexibility in starting times is to permit them to establish or adjust starting times which will enable a particular work force to function in the manner that will achieve higher productivity. It was realized by all concerned at the negotiations that maintenance and construction work on the Railways' facilities must, to the extent possible, be performed at times when conditions permit the undertaking to be progressed in the most efficient and productive manner and the purpose of the rule is to meet these conditions. There is no intention whatever that starting times be changed as you put it to suit the personal desire or convenience of any Company officer. Starting times will not be changed except where it is necessary to do so to obtain proper productivity and efficiency in the work force.

The foregoing is consistent with the application of starting time flexibility in the other Collective Agreements in the railway industry.

Yours truly,

(Original signed D.M. Dunlop)  
Chairman, Operating Committee

(Original signed K.L. Crump)  
Executive Secretary

## **APPENDIX F- 2**

# **BULLETINING OF VACANT TRACKMAN "A"/ TRACK MAINTAINER'S POSITIONS**

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Montreal, February 1, 1979 File No. 140.32

Messrs.        R.A. Swanson  
                  L.A. Hill  
                  R.J. Shepp  
                  J.M. Patterson

During our recent Article III Negotiations for revision of Wage Agreement No.17, the B.M.W.E. Representatives complained of situations where the Railways placed Trackmen "B" on vacant positions which they considered should be bulletined to Trackmen "A"/Track Maintainers. They claimed that for Trackmen "A"/Track Maintainers who were working away from home this practice removed any opportunity of working at home.

Under the terms of Article 14.1 of Wage Agreement No. 17, a vacancy of 45 days or more in a Trackman "A"/Track Maintainer position, required by the Company to be filled, is to be covered by bulletin to the employees. We would appreciate it if you would ask your officers to ensure that this provision is followed.

J.A. McGuire  
Manager  
Labour Relations

c.c.: Mr. T.V. Greig  
Chairman  
For the Central Committee for Canada  
Brotherhood of Maintenance of  
Way Employees

c.c.: Mr. A. Passaretti  
Secretary  
For the Central Committee for Canada  
Brotherhood of Maintenance of  
Way Employees

## **APPENDIX F- 3**

### **TIME REQUIRED TO WORK BEFORE BEING ALLOWED OPPORTUNITY TO EAT**

---

January 20, 1982

Messrs.        J.B. Chabot  
                  J.P. Kelsall  
                  R.J. Shepp  
                  L.A. Hill

One of the Article III demands submitted by the Brotherhood of Maintenance of Way Employees was to reduce the period of time employees may be required to work before being allowed an opportunity to eat. The provisions of the Collective Agreement to which the Brotherhood referred were Article 8.4 of Section 8 and Article 12.1 of Section 12.

The concern expressed by the Union in relation to the application of Article 8.4 of Section 8 related to situations where employees who are allowed a twenty minute meal period are required to work without being permitted their meal period in the fifth or sixth hour of service. Their concern in relation to Article 12.1 of Section 12 related to situations where employees who are called to work outside of their regular working limits are required to work longer than 6 hours without food in circumstances where overtime is required.

While they recognized that in emergency situations, circumstances may necessitate some minor delays in obtaining meals, they indicated concern in those situations when the delays were such that the result was protracted periods without food.

After discussing this demand, the Union agreed to the retention of these rules in their present form on the understanding that their concerns would be brought to the attention of those responsible for the organization of work in the above situations. The Union was told that you would be requested to ensure that an opportunity for meals would be provided as indicated.

(Sgd.) I.J. Waddell  
for Manager, Labour Relations

c.c.:     Mr. J. Fox

**Note:** The intent of the above referenced letter has not been altered, however changes have been made to the applicable Articles and Sections that are referenced herein.

## **APPENDIX F- 4 PHYSICALLY DISABLED EMPLOYEES**

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April 19, 1982

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

Dear Mr. Passaretti:

This has reference to discussions during current 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 their employment and is unable to perform the regular duties of their assigned position and is unable to exercise their 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 Union will meet to see if arrangements can be made to provide employment to the employee concerned within the bargaining unit. The parties may, by mutual agreement, place a disabled employee on a position that the qualifications and ability allow the employee to perform, notwithstanding that it may be necessary to displace an able-bodied employee in the bargaining unit so as to provide suitable employment. The permanently assigned employee so displaced will be allowed to exercise seniority onto a position within the bargaining unit 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 of equal or higher rate through the exercise of their seniority.

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.

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.) R. Colosimo  
Vice-President  
Industrial Relations

I concur:

(Sgd.) A. Passaretti  
Vice-President  
Brotherhood of Maintenance of Way Employees

**Note:** The intent of the above referenced letter has not been altered, however changes have been made to paragraph 3 in line with the negotiated changes made to Article 18.3 c).

## **APPENDIX F- 5 TOOL PROVISION & REPLACEMENT**

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November 30, 2000

Mr. J.J. Kruk  
System Federation General Chairman  
BMW  
Suite 2, 2775 Lancaster Road  
Ottawa, Ont.  
K1B 4V8

Dear Sir,

This has reference to the Brotherhood's demand for a tool and clothing allowance during the current round of negotiations.

This will confirm the Company's commitment to continue the practice of replacing lost, stolen or altered tools (in order to carry out a certain task related to their job), with tools which are at least of equal value. This applies to any employee supplying their own tools.

Yours truly,

M.G. DeGirolamo  
Assistant Vice-President  
Industrial Relations

## **APPENDIX F-6 TRACK RENEWAL CREWS & SENIORITY TERRITORY BOUNDARIES**

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November 30, 2000

Mr. J.J. Kruk  
System Federation General Chairman  
BMW  
Suite 2, 2775 Lancaster Rd.  
Ottawa, Ont.  
K1B 4V8

Dear Sir,

This letter has reference to concerns raised by the BMW regarding Track Programs Crews being utilized outside established seniority territory boundaries.

The Company acknowledges these concerns and commits to the strict adherence to Article 3.1 of the Machine Operators Supplemental Agreement, which refers to Seniority Territory boundaries of production crews.

The Company also acknowledges that any deviation from this standard can only be accomplished by mutual agreement between appropriate General Chairman/Chairmen of the Region(s) involved and the proper Officer of the Company.

Sincerely,

M.G. DeGirolamo  
Assistant Vice-President  
Industrial Relations

**Note:** The intent of the above referenced letter has not been altered, however a change has been made to the applicable Section number that is referenced herein.

## **APPENDIX F-7**

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## **APPENDIX F-8 VACATING POSITIONS IN EXTENUATING CIRCUMSTANCES**

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CALGARY, January 14, 2005

Mr. W. Brehl  
President  
Teamsters Canada Rail Conference  
Maintenance of Way Employees Division  
Suite 2 – 2775 Lancaster Rd.  
Ottawa, Ontario  
K1B 4V8

Dear Sir:

During our discussion the TCRC-MWED raised concerns that there may be situations where an employee due to extenuating circumstances wishes to vacate their temporary position and revert to their permanent bulletined position. Examples raised by the Union included an employee who purchased a home at the location where he holds a permanent bulletined position and has now moved their family into the new home or another example was an employee who has encountered a family emergency which requires their presence back at the location of where he holds permanent bulletined position.

In this regard, the Company is prepared to act on each request, on a case-by-case basis to a maximum of one request per employee, per year, upon receiving 30 days written notice to a Company Officer up to the level of Service Area Manager or Track Renewal and Equipment Manager, outlining the employee's intention to revert and providing the extenuating reasons for the request.

Yours truly,

S.J. Samosinski  
Director, Labour Relations

## **APPENDIX F-9 LEGAL DEFENSE IN THE EVENT OF CHARGES UNDER THE CANADA LABOUR CODE**

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CALGARY, January 14, 2005

Mr. W. Brehl  
President  
Teamsters Canada Rail Conference  
Maintenance of Way Employees Division  
Suite 2 – 2775 Lancaster Rd.  
Ottawa, Ontario  
K1B 4V8

Dear Sir:

During our negotiation discussions the TCRC-MWED raised the issue of the Company providing liability insurance for all employees to cover the cost of legal defense and fines in the event of charges under the Canada Labour Code.

Although the Company does not carry liability insurance for such purpose, the Company confirms that if an employee is working within the scope of their employment and the interests of the individual and the Company do not diverge, then on a case-by-case basis the Company will provide legal representation for an employee. Further, this will confirm that we will not change this practice for the term of the Collective Agreement.

Yours truly,

S.J. Samosinski  
Director, Labour Relations

## **APPENDIX F-10 CLARIFICATION OF GROUP 1 & 2 AND SPECIAL GROUP MACHINE OPERATOR'S TOOL REQUIREMENTS**

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CALGARY, January 14, 2005

Mr. W. Brehl  
President,  
Teamsters Canada Rail Conference  
Maintenance of Way Employees Division  
Suite 2 – 2775 Lancaster Rd.  
Ottawa, Ontario  
K1B 4V8

Dear Sir:

During our negotiation discussions the TCRC-MWED raised the issue of the Company providing tools to all Group 1 & 2 and Special Group Machine Operator's.

Although the Company would not agree to such a blanket commitment, the Company is prepared to meet with the Union during the closed period to review the tool requirements for all Group 1 & 2 and Special Group Machine Operator's and make amendments where agreed.

Yours truly,

I concur,

S.J. Samosinski  
Director, Labour Relations

W. Brehl  
President  
Teamsters Canada Rail Conference  
Maintenance of Way Employees  
Division

# **APPENDIX F-11 GRIEVANCE MEETINGS, ALTERNATE INVESTIGATION PROCEDURES AND JOINT DISPUTE RESOLUTION TRAINING**

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January 14, 2005

Mr. W. Brehl  
President,  
Teamsters Canada Rail Conference  
Maintenance of Way Employees Division  
Suite 2, 2775 Lancaster Rd.  
Ottawa, Ontario  
K1B 4V8

Dear Sir,

This letter is with regard to our discussions concerning the former Appendix B-35 of Wage Agreement No. 41.

In this regard, the Company commits to the following during the course of this agreement:

- 1) The parties may engage the services of HRDC to address the backlog of grievance within 90 days of final grievance meetings between the parties.

It is understood that this course of action will only occur after consultation between the parties as to an appropriate resolve of the issues takes place and the matter remains unresolved.

- 2) The parties will meet during the current contract period to discuss the implementation of a joint Union/Management committee to review alternate investigation procedures.
- 3) The parties will meet during the current contract period to discuss the implementation of a joint dispute resolution training program.

If the above accurately addresses your concerns, please signify your concurrence in the space provided below.

Sincerely,

Manager,  
Labour Relations

I concur:

President  
TCRC MWED

## **APPENDIX F-12**

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## **APPENDIX F-13 Q&A CONCERNING THE REINSTATEMENT OF A DISMISSED EMPLOYEE**

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**Question:** When an employee is dismissed from the service of the railway and later reinstated in a lower classification, can the employee displace any junior employee or only fill a vacancy?

**Answer:** It was considered that, generally speaking, this question should be automatically decided by the terms under which the person returns to the service of the railway. This is a question which would best be determined by the Representatives of the Union and the Local Officers of the railway who would have full particulars with respect to the case.

Generally speaking, they should be guided by the principle that the return of an employee to the service of the Company, who has been dismissed or demoted for cause, should not be permitted to displace other employees.

## **APPENDIX F-14 RETURN TO WORK PROGRAM**

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Acknowledging that a number of policy and personnel changes have taken place over the last few years, this will confirm the need for a renewed commitment to the Return to Work Program. This renewal will include but not be limited to an audit of TCRC-MWED local committee members to be completed prior to the end of February 2005, the appointment of local committee members as required, and Return to Work Program training prior to the end of July 2005.

## **APPENDIX F-15 ALTERNATE GRIEVANCE RESOLUTION MEETINGS**

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June 6, 2007

Mr. W. Brehl  
President  
Teamsters Canada Rail Conference  
Maintenance of way Employees Division  
2775 Lancaster Road  
Ottawa, Ontario  
K1B 4V8

Dear Sir:

This is in regard to our discussions during the 2007 round of negotiations to explore alternate grievance resolution methods during the closed period. It is understood that this will not prevent the further handling of unresolved grievances in accordance with Section 15 of the Collective Agreement.

Yours truly,

Rick Wilson  
AVP, Labour Relations



# **MACHINE OPERATORS SUPPLEMENTAL AGREEMENT**

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**MEMORANDUM OF AGREEMENT  
BETWEEN**

**CANADIAN PACIFIC**

**AND**

**THE TEAMSTERS CANADA RAIL CONFERENCE  
MAINTENANCE OF WAY EMPLOYEES DIVISION**

**SUPPLEMENTING WAGE AGREEMENT NO. 41**

**COVERING RATES OF PAY AND  
RULES GOVERNING WORKING CONDITIONS OF  
OPERATORS, ASSISTANT OPERATORS AND HELPERS OF  
POWER MACHINES IN MAINTENANCE OF WAY SERVICE.**

## Section 1 General

1.1 Except as otherwise provided herein, Wage Agreement No. 41 will apply.

## Section 2 Rates of Pay

2.1 The hourly rates applicable to this Agreement are:

	<b>Rates of Pay Effective Jan. 1, 2018 <u>(Per Hour)</u></b>	<b>Rates of Pay Effective Jan. 1, 2019 <u>(Per Hour)</u></b>	<b>Rates of Pay Effective Jan. 1, 2020 <u>(Per Hour)</u></b>
Machine Operator Special Group			
Job Rate	\$33.938	\$34.617	\$35.310
95%	\$32.242	\$32.886	\$33.544
90%	\$30.545	\$31.156	\$31.779
85%	\$28.848	\$29.425	\$30.013
Machine Operator Group 1			
Job Rate	\$32.418	\$33.066	\$33.727
95%	\$30.797	\$31.413	\$32.041
90%	\$29.176	\$29.759	\$30.355
85%	\$27.555	\$28.106	\$28.668

	<b>Rates of Pay Effective Jan. 1, 2021 <u>(Per Hour)</u></b>	<b>Rates of Pay Effective Jan. 1, 2022 <u>(Per Hour)</u></b>
Machine Operator Special Group		
Job Rate	\$36.016*	\$36.736*
95%	\$34.215*	\$34.899*
90%	\$32.414*	\$33.062*
85%	\$30.613*	\$31.226*
Machine Operator Group 1		
Job Rate	\$34.402*	\$35.090*
95%	\$32.682*	\$33.335*
90%	\$30.962*	\$31.581*
85%	\$29.242*	\$29.826*

\*2021 and 2022 rates of pay may be subject to further increase. See Appendix A-21.

	<b>Rates of Pay Effective Jan. 1, 2018 <u>(Per Hour)</u></b>	<b>Rates of Pay Effective Jan. 1, 2019 <u>(Per Hour)</u></b>	<b>Rates of Pay Effective Jan. 1, 2020 <u>(Per Hour)</u></b>
<b>Machine Operator Group 2</b>			
Job Rate	\$30.648	\$31.261	\$31.886
95%	\$29.116	\$29.698	\$30.292
90%	\$27.583	\$28.135	\$28.698
85%	\$26.051	\$26.572	\$27.103
<b>Assistant Machine Operator</b>			
Job Rate	\$28.588	\$29.159	\$29.742
95%	\$27.158	\$27.701	\$28.255
90%	\$25.729	\$26.243	\$26.768
85%	\$24.299	\$24.785	\$25.281
<b>Machine Operator Group 3</b>			
Job Rate	\$28.426	\$28.995	\$29.575
95%	\$27.005	\$27.545	\$28.096
90%	\$25.584	\$26.095	\$26.617
85%	\$24.162	\$24.646	\$25.139
<b>Machine Operator Group 4 (Subject to Article 4.2)</b>			
Job Rate	\$27.596	\$28.148	\$28.711
95%	\$26.216	\$26.741	\$27.275
90%	\$24.836	\$25.333	\$25.840
85%	\$23.457	\$23.926	\$24.404
<b>Machine Operator Helpers</b>			
Job Rate	\$27.280	\$27.825	\$28.382
95%	\$25.916	\$26.434	\$26.963
90%	\$24.552	\$25.043	\$25.544
85%	\$23.188	\$23.652	\$24.125

	<b>Rates of Pay Effective Jan. 1, 2021 <u>(Per Hour)</u></b>	<b>Rates of Pay Effective Jan. 1, 2022 <u>(Per Hour)</u></b>
<b>Machine Operator Group 2</b>		
Job Rate	\$32.524*	\$33.174*
95%	\$30.898*	\$31.516*
90%	\$29.271*	\$29.857*
85%	\$27.645*	\$28.198*
<b>Assistant Machine Operator</b>		
Job Rate	\$30.337*	\$30.944*
95%	\$28.820*	\$29.397*
90%	\$27.304*	\$27.850*
85%	\$25.787*	\$26.302*
<b>Machine Operator Group 3</b>		
Job Rate	\$30.166*	\$30.770*
95%	\$28.658*	\$29.231*
90%	\$27.150*	\$27.693*
85%	\$25.641*	\$26.154*
<b>Machine Operator Group 4 (Subject to Article 4.2)</b>		
Job Rate	\$29.285*	\$29.871*
95%	\$27.821*	\$28.377*
90%	\$26.357*	\$26.884*
85%	\$24.892*	\$25.390*
<b>Machine Operator Helpers</b>		
Job Rate	\$28.950*	\$29.529*
95%	\$27.502*	\$28.052*
90%	\$26.055*	\$26.576*
85%	\$24.607*	\$25.099*

\*2021 and 2022 rates of pay may be subject to further increase. See Appendix A-21.

## Section 3 Seniority

3.1 Seniority territories for employees governed by this Agreement shall be as follows:

### Atlantic Region (former, as of August 31, 1984)

Special Group	1.	Saint John Division
Group 1 & 2 Machine Operators, Assistant Machine Operators & Helpers; Group 3 & 4 Machine Operators on Gangs	2.	Quebec Division and Montreal Division (Former Farnham Laurentian and Montreal Terminals Divisions)
	3.	Quebec Central Railway
	4.	Dominion Atlantic Railway

Group 3 Machine Operators	1.	Dominion Atlantic Railway
	2.	St. John Division
	3.	Quebec Central Railway
	4.	Part of Quebec Division, formerly Farnham Division
	5.	Part of Quebec and Montreal Divisions, formerly Laurentian Division
	6.	Part of Montreal Division, formerly Montreal Terminals Division.

### Eastern Region

Special Group, Group 1 & 2 Machine Operators, Assistant Machine Operators & Helpers; Group 3 & 4 Machine Operators on Gangs	1.	Smiths Falls, London, and Toronto Terminals.
	2.	Sudbury and Schreiber Divisions

Group 3 Machine Operators	1.	Smiths Falls Division
	2.	London Division
	3.	Toronto Division
	4.	Sudbury Division
	5.	Schreiber Division
	6.	Grand River Railway Company and Lake Erie and Northern Railway Company.

## Prairie Region

Special Group,  
Group 1 & 2 Machine Operators,  
Assistant Machine Operators & Helpers;  
Group 3 & 4 Machine Operators  
on Gangs

1. Brandon, Winnipeg and Lakehead Divisions
2. Moose Jaw and Saskatoon Divisions

Group 3 Machine Operators

1. Lakehead Division
2. Winnipeg Division
3. Brandon Division
4. Moose Jaw Division
5. Saskatoon Division

## Pacific Region

Special Group,  
Group 1 & 2 Machine Operators,  
Assistant Machine Operators & Helpers;  
Group 3 & 4 Machine Operators  
on Gangs

1. Calgary, Alberta North and Alberta South Divisions
2. Kootenay, Revelstoke, Canyon and Vancouver Divisions

Group 3 Machine Operators

1. Part of Alberta North Division  
Former Edmonton Division
2. Part of Alberta South Division  
Former Medicine Hat Division
3. Part of Alberta South Division  
Former Lethbridge Division
4. Calgary Division and Part of  
Alberta North Division  
Former Calgary Division
5. Revelstoke Division
6. Kootenay Division
7. Canyon Division
8. Vancouver Division
9. E & N

**3.2** An employee appointed by bulletin to a classification covered by this Agreement will be accorded a seniority date from the date of appointment on the bulletin in such classification and in all lower-rated classifications covered by this Agreement in which they are qualified to work and in which they have not previously established seniority.

**Note 1:** See Articles 9.15b, 10.4 and 10.14c)

**Note 2:** See line of promotion for Extra Gang Foreman Article 9.15 (b) of Wage Agreement No. 41

**3.3** The order of preference in filling bulletined positions within the Machine Operators' classifications shall be as follows:

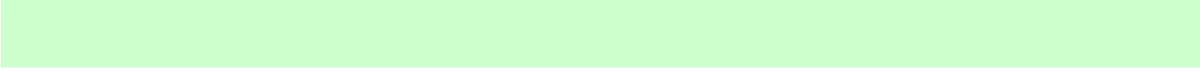
1. Special Group Machine Operator
2. Group 1 Machine Operator
3. Group 2 Machine Operator
4. Assistant Machine Operator
5. Group 3 Machine Operator
6. Machine Operator Helper, Group 4 Machine Operator covered by Article 4.2.

**Note:** See Appendix A-3.

**3.4** If qualified employees are not available in the Machine Operators' group, other Maintenance of Way employees from within the seniority territory, qualified to perform the work, will be given preference in filling vacancies or new positions before new employees are hired. In the application of this Article 3.4, successful applicants will be selected in the order of their first date of entry into the Maintenance of Way service.

**Note:** See Appendix A-3.

**3.5** In the event that within three (3) months of exercising seniority to a position governed by this Agreement, an employee is found to be unsuitable, such employee will be advised in writing as to their unsuitability and may be returned to their former employment. An employee who wishes to return to their former employment may do so provided they express their desire to do so in writing within twelve (12) months following the date of their appointment to a position covered by this Agreement.



3.6 The following is the ranking in descending order of the classifications referred to in this section

<b><u>Column A</u></b> <b>Classifications Covered by this Agreement</b>	<b><u>Column B</u></b> <b>Classifications Covered in Wage Agreement Nos. 41 and 42</b>
Machine Operator Special Group	Extra Gang Foreman, B&S Foreman, Welder Foreman, Various Tradesmen, Welders, Assistant Extra Gang Foreman
Machine Operator Group 1	Track Maintenance Foreman Carpenter
Machine Operator Group 2	Assistant Track Maintenance Foreman, Leading Track Maintainer, Bridgeman
Assistant Machine Operator	
Machine Operator Group 3	Track Maintainer, Trackman, Mechanics' Helper
Machine Operator Group 4	
Machine Operator's Helper	B&S Labourer, Extra Gang Labourer

**3.7** An employee working in a position in Column A may establish seniority by bid in a classification in which they are qualified to work in Column B and in which they did not previously hold seniority and will thereafter accumulate seniority in that classification as provided in Article 10.14 (a) of Wage Agreement No. 41.

An employee working in a position in Column B may establish seniority by bid in any other classification in which they are qualified to work in Column B and in which they did not previously hold seniority and will thereafter accumulate seniority in that classification as provided in Article 10.14 (a) of Wage Agreement No. 41.

Further an employee working a position in Column B may establish seniority in a classification in Column A for which they are qualified to work and in which they did not previously hold seniority. This shall only apply to Trucks in the listed machines in 4.1 of the Machine Operator Supplemental.

Employees bidding for seniority purposes only under this article 3.7 shall only be awarded seniority when the advertised position is awarded to another employee. In the event the position is not awarded to another employee, the senior employee bidding for seniority purposes only will be given the opportunity to report to the position in order to obtain the seniority or withdraw their bid.

**3.8** Employees required to exercise their seniority must do so within fifteen (15) calendar days of call or recall, exclusive of any scheduled annual vacation or approved banked time.

**3.9** Employees need not exercise seniority to vacancies or positions expected to be in existence for less than forty-five (45) calendar days.

**3.10** Employees holding seniority in column A, working temporary winter snow fighter positions in the Machine Operator supplement, unless holding an equal or higher permanent position to which they may return, will be required to bid to the initial gang start up bulletin. Failing which, they will be assigned to a vacancy on that bulletin, based on their seniority.

**3.11** An employee holding an equal or higher permanent position in column A or B, that does not bid on the initial gang start up bulletin, shall not be permitted to displace onto any of the positions on that bulletin, at the conclusion of that winter snow fighter assignment. Such employees may return to their permanent position or displace to a position other than those named on the initial start up bulletin.

**3.12** Those employees awarded a position on the initial start up bulletin which commences prior to the conclusion of their temporary snow fighter assignment, will be allowed to fill the position awarded or remain on the snow fighter assignment until its conclusion, provided they so indicate on their application. Failure to so indicate, it will be assumed that the employee will report to the awarded position immediately.

**3.13** Employees awarded positions on the initial bulletin commencing after the conclusion of their snow fighter assignment will be allowed to either exercise seniority in accordance with senior may/junior must rules to positions other than those named in the initial start up bulletin, fill a vacancy, or elect to take lay-off until the start up of the awarded position.

## Section 4 Machine Classifications

4.1 The grouping for the various classes of Machines covered by this Agreement are as follows:

### Type of Machine:

#### Special Group

#### Automatic Tampers

**Examples:** Tampers equipped with automatic jacking levelling AND automatic lining devices such as Canron, Plasser, Jackson, etc.

#### Locomotive Cranes -- 30 ton capacity and over

**Examples:** Diesel Electric, Diesel Hydraulic or Mechanical Cranes when used with or without attachment such as pile drivers, snowblowers, buckets, etc. Ohio, American or Wellman Cranes 30 ton capacity or over with standard AAR draw bar.

#### Group 1

Athey loader

Autosled (LORAM)

Ballast maintenance machine

Ballast compactor

Ballast regulator

\*\* Brandt roadrailer

Brush cutter -- on track

\* Buses capable of carrying 15 or more passengers

Conveyor -- crawler or truck mounted

Crane, Burro

Crane, crawler, Railaid, Speedswing, or mobile crane

Cribber / Adzer

Graders

#### Locomotive Cranes -- less than 30 ton capacity

**Examples:** Diesel Electric, hydraulic or mechanical cranes of less than 30 ton capacity with standard AAR draw bar when used with or without attachments.

Pile driver and hoist

Plasser PAL 204 Automatic Track Lining and Consolidating Machine

Rail Changeout Unit Operators

Rail Threader

Switch Undercutter Super GO4

Shuttle Wagon/Unimog including attachments

Sno Jet (truck or track mounted)  
Snowblower -- self-propelled, non-detachable  
Spike Driver -- multiple head  
Spiker-gauger, Hydra spiker  
Spreader-ditcher -- except snow service  
Tamper -- heavy and medium duty, electromatic, electromatic junior, switch tamper or equal (with the exception of those Automatic Tampers listed in the Special Group)  
Tie axe or saw  
Tie bed scarifier  
Tie inserter, Tie injector  
Tie handling crane  
Tie unloading machine (Lucky/Marmon)  
Track liner -- self-propelled  
Tractor or bulldozer -- 8000 lbs. and over including attachments  
Track-gopher  
\*Trucks -- over 28,000 lbs. GVW  
\*Trucks -- over 16,000 lbs. GVW equipped with hi-rail equipment

**\*Note:** When expected to operate over more than one Division.

**\*\*Note:** When expected to operate over more than one Division the Machine Operator will receive the basic hourly rate of pay applicable to Special Group.

**\*\*\*Note:** Effective July 18, 2007, Operators of Mobile Cranes with a capacity of 15 tons or over will receive the basic hourly rate of pay applicable to Special Group Machine Operators, however, no Special Group seniority will be awarded.

## **Group 2**

Adzer/Cribber  
Anchor/Cribber (Plasser)  
Assistant Crane Operator  
\*Buses capable of carrying more than 6 but fewer than 15 passengers  
Geismar Tie renewer Model MRT  
Hydratool, (combination rail expander, saw and multiple drill)  
Chemical Tie Plugger (Harsco Toronado)  
Chemical Tie Plugger (Nordco NETP-1)  
Plate Setter (Ride On)  
Jack – tamping  
Lag Screw Applicator – multiple head  
Lidgerwood  
Rail anchor applicator  
Rail flaw detector -- Audigauge  
Rail saw and drill -- Automatic  
Roller, road  
Rail End Hardening Machine

Rail Heater for CWR  
Spike puller -- self-propelled  
Tie spacer  
Tractor or bulldozer -- under 8000 lbs. with attachments  
Track wrench -- multiple head  
Truck -- 5 ton with 12 ft. snow plow blade  
\* Trucks over 16,000 lbs. GVW up to and including 28,000 lbs. GVW  
Weed mowers and discers  
Winch cart and hoist

\* **Note:** When expected to work over more than one Division.

### **Group 3**

Adzer, tie  
Boltmaster  
Cribber -- chain or wheel type  
Geismar lifting and slewing machines  
Rail anchor adjuster  
Tie renewer -- Tamper Ltd. Section Gang Machine or equal  
Tie router (Geismar type)  
Torches (on non BTMF Crews for rail cutting operations)  
Vehicles and trucks -- See Note  
Chemical Tie Plugger (Harsco TPSM)  
Track Broom (self propelled)

**Note** -- Drivers of vehicles up to and including 16,000 lbs. GVW will receive the basic hourly rate of pay applicable to Group 3 Machine Operators.

-- Drivers of buses capable of carrying more than 6 but fewer than 15 passengers and of trucks over 16,000 lbs. GVW up to and including 28,000 lbs. GVW operated within a Division will receive the basic hourly rate of pay applicable to Group 2 Machine Operators.

-- Drivers of buses capable of carrying 15 or more passengers, trucks over 28,000 lbs. GVW and trucks over 16,000 lbs. GVW equipped with hi-rail equipment, operated within a Division, will receive the basic hourly rate of pay applicable to Group 1 Machine Operators.

**GVW** -- Gross Vehicle Weight according to suppliers specifications.

## **Group 4**

**Article 4.2** applies to all the following machines:

Air compressor  
Centre Line Marker Operator -- Rail Changeout Unit  
Concrete mixer  
Conveyor  
Gauger, tie plate -- Dunrite  
Pre-gauger (Self propelled)  
\*Rail drill  
\*Rail expander or puller  
\*Rail grinders and slotters  
Rail jack -- for inserting tie plates  
Rail layer  
Rail loader  
\*Rail saw  
Snowmobile -- Ski-doo type  
Snowblower -- Graveley or lawnmower type  
\*Spike driver  
\*Spike puller  
Spike puller -- not self-propelled  
Sprayer, creosote  
\*Tie drill  
Tie renewer – non self-propelled  
Tools, power, hand held - Kango, Gandy, or equal  
Track jack -- not self-propelled  
\*Track liner  
Track motor car  
Track Wrench  
Tractor, towing -- without attachments  
\*Weed burners and Sprayers  
\*Winch

**\*Note:** Portable or single head

**4.2** Machines listed under Group 4 for which this Article 4.2 is shown to apply are considered as being in that group only when:

**(a)** in service on gangs described in Wage Agreement No. 41, Articles 13.14 and 13.15 or

**(b)** operated continuously by a section employee off their assigned section or territory; otherwise, Operators of these Group 4 machines will receive their normal pay rate. In the application of this Article 4.2 if, for example, an employee is regularly assigned as a Trackman they would receive their regular Trackman's rate when operating Group 4 Machines.

**4.3** Negotiations between the General Manager and the President TCRC MWED shall be held in January of each year to establish into which group of machines any machine not included above shall fall. This, if at all possible, to take place prior to the

operation of such machines. The parties may also meet prior to January of each year if possible. Should the parties be unable to agree upon the appropriate machine classification, an appeal may be made commencing at Step 2 of the grievance procedure. In the case of an agreement or an arbitration award the compensation due, if any, will be paid retroactively to the date of the employee's first day of work on the machine.

- 4.4 Machine Operators for vehicles listed in groups 1, 2 and 3 shall qualify by obtaining necessary licensing issued by the licensing authority of the province concerned.

## **Section 5**

### **Training Program for Machine Operators**

#### **Purpose**

- 5.1 The purpose of the Machine Operator Training Program is to train Machine Operators on machines contained in the Special Group, and Groups 1 and 2.

#### **Definitions**

- 5.2 For the purposes of this Memorandum of Agreement, the following definitions apply:

**Trainee:** An employee awarded a Trainee position as a result of a bulletin soliciting applicants for training or an employee assigned to such a position.

**Machine Type:** A machine, or sub-group of machines, within each applicable machine grouping.

#### **The Training Program**

- 5.3 The Training Program consists of the following types of training:

##### **A) Basic Course**

(i) This course features machine servicing and basic machine systems. It will be attended by all employees who obtained a seniority date in Group 2 or higher after December 31, 1983.

(ii) Employees holding a seniority date in Group 2 or higher before January 1, 1984, and who are determined by the Company to need further training on machine servicing and basic machine systems, will attend as assigned.

(iii) An employee who is qualified on a particular machine, prior to January 1, 1984, and who fails to pass the Basic Course, will not lose seniority or qualifications for machines in the Machine Operators classifications on which they were previously qualified.

(iv) An employee who fails the Basic Course will not be eligible for further training of any kind for a period of at least 1 (one) year. At the expiration of 1 (one) year the

employee may request one (1) final opportunity to pass the Basic Course. If the employee fails on this second attempt, they will not be eligible for further training of any kind.

## **B) Field Training**

Consists of on-the-job training for machine operation and field servicing techniques. It is a requirement for all Trainees.

## **C) Advanced Course**

This course features advanced training on machine systems. This will be attended by Operators of certain machines which will be designated by the Company. This will be in addition to Basic and Field Courses.

### **Basic Training Rules**

**5.4** In instances where a machine operator who obtained a seniority date prior to January 1, 1984, requests that they be exempted from taking Basic Training because of particular circumstances, their request will be reviewed by the TCRC MWED President and the General Manager, or their authorized Representatives. An Operator who is exempted from Basic Training will not be eligible for other training unless they subsequently agree to complete Basic Training.

### **Field Training Rules**

**5.5** Each Trainee will be allowed a specific period of time to qualify in the operation of the machine on which they are being trained. This time period will be determined by the Company and will be indicated for each machine in the Company's training instruction.

**5.6** A Trainee who fails a field examination once will be allowed additional time to improve their performance prior to making a second attempt. A Trainee who fails a second attempt will be considered for further training by mutual agreement between the TCRC MWED President and the appropriate Company Officer.

**5.7** A Trainee who fails to qualify on one (1) machine in a particular group will not be given any further training opportunities on that machine for a period of one year. Following this period, a Trainee will be given a further opportunity by mutual agreement between the TCRC MWED President and the appropriate Company Officer.

**5.8** During Field Training, a Trainee may be assigned as an Assistant Operator or as a Helper. When so assigned either in an additional temporary position, or to an existing vacancy, the assignment need not be bulletined. A Trainee may also be assigned to fill a vacancy of temporary Machine Operator. On completion of training, they may continue to occupy that position. Such assignments will be subject to availability, and to the extent possible, Trainees will be assigned in seniority order. Such assignments, when established, will not extend from one (1) calendar year to the next.

**5.9.1** The Company may assign a qualified Machine Operator to provide field training on a specific machine. A Machine Operator so assigned will not be required to leave their regular position to provide field training. The Operator so assigned will follow the Company training instructions in actively assisting the Trainee to learn to operate the machine.

### **Advanced Course Rules**

**5.10** An Operator who fails an advanced course examination on their first attempt will be given a second examination. An Operator who fails the second examination will not be given any further training for that machine. Notwithstanding the foregoing, if mutually agreeable between the TCRC MWED President and the appropriate Company Officer, an Operator who fails the second examination, will be given a special field examination during which the Operator must demonstrate ability to set up and operate the machine in a safe manner.

**5.11** An Operator who fails the second examination and if eligible, the special field examination, shall be considered as an employee displaced from a position and will exercise their seniority in accordance with Wage Agreement No. 41

### **General Rules**

**5.12** Except as provided in Article 5.13 below, an employee may apply for as many Trainee positions as they wish. Once they are the successful applicant for a Trainee position and have commenced field training, they will not be eligible for appointment as a Trainee for any other machine in the same or lower group during that calendar year. If an employee should not complete field training because of circumstances within the Company's control, i.e. gang reductions, the employee will be allowed one (1) further opportunity in that calendar year, to bid on a Trainee position.

**5.13** If no bids for a Trainee position are received from applicants meeting the criteria specified in the applicable bulletin, the Company may assign an employee to that position.

**5.14** The names of employees awarded or assigned to positions pursuant to this Memorandum of Agreement, will be listed on a subsequent bulletin.

**5.15** A Trainee who has not established seniority in the machine group in which they are designated to receive training, will be placed on the seniority list for that machine group with the same date as their appointment by bulletin to the training program. If they fail to qualify as an Operator within the time period specified for that machine, their name will be removed from the applicable seniority list.

**5.16** When filling Machine Operator's vacancies on seasonal work gangs pursuant to Article 10.4 of Wage Agreement No. 41, vacancies advertised in the initial bulletin will be filled in the following manner:

**(i)** By qualified Operators who bid for the vacancies following which;

**(ii)** Any positions remaining vacant after the application of (i) above will be filled by assigning unsuccessful applicants to vacancies for which they are qualified.

**(iii)** Any positions remaining vacant after the application of (i) and (ii) above, will be filled as follows:

- a) By Trainees, in order of seniority, except that a Trainee who is awarded a position under (i) or (ii) above, in the same group, may at the discretion of the Company be considered ineligible for this training opportunity.
- b) By employees who bid for that position but have not been qualified. Such employees will become Trainees.

**5.17** An employee who is awarded a position by bid, but does not possess the requisite qualifications for classification and positions listed below, will remain in the position for which the training is required for a period of three (3) regularly scheduled monthly bulletin cycles following the date of award unless such employee is appointed to or obtains a bulletin position in a higher rated classification, is displaced by a senior qualified employee or upon conclusion of the position. The Company shall provide the requisite training during the hold period.

1. Special Group Operator (any equipment)

2. Group 1 Machine Operator

- a. Autosled
- b. Ballast Regulator
- c. Ballast Maintenance Machine (RM76)
- d. Snowblower – self-propelled, non-detachable
- e. Speedswing
- f. Cribber / Adzer
- g. Switch Undercutter Super GO4
- h. Spreader
- i. Tie inserter, Tie injector (Tie extractor to be excluded)
- j. Tie Unloading Machine/OTM Tracker
- k. Backhoe/excavator

3. Group 2 Machine Operator

- a. Adzer/Cribber
- b. Rail Heater for CWR

An employee who is awarded a position by bid, but does not possess the requisite qualifications for a Group 1 Machine Operator for Trucks over 28,000 lbs. GVW and Trucks over 16,000 lbs. GVW equipped with hi-rail equipment, including all Brandt Roadrailer trucks, will remain in the position for which training is required for a period of six (6) regularly scheduled monthly bulletin cycles following the date of award unless such employee is appointed to or obtains a bulletin position in a higher rated classification, is displaced by a senior qualified employee or upon conclusion of the position. The Company shall provide the requisite training during the hold period.

Note: See Appendix A to the Machine Operator Supplement

- 5.18** In selecting Trainees for Operators of Special Group Locomotive cranes, preference will be given first to Special Group Operators, then qualified Operators of Burro Cranes, Rail-Aids, Bert Pyke Cranes or other similar cable operated on-track cranes, and, finally, to other Group 1 Operators.
- 5.19** The Company shall determine the order in which Trainees will be trained. Training will be subject to availability but to the extent possible, trainees will be trained in order of seniority.
- 5.20** When regular rest days coincide with the training, other rest days off will be given in lieu.
- 5.21** By mutual agreement in writing, between the employee and the appropriate Railway Officer, an employee's annual vacation may be rescheduled to enable the employee to attend the Machine Operator Training Program. The provisions of Article 6.12 of Wage Agreement No. 41 shall not apply and the employee affected shall be granted their vacation at a mutually convenient later date.
- 5.22** Trainees will be required to take training at times and places designated by the Company. They must attend and actively participate in all training sessions.
- 5.23** Each Trainee taking training shall be provided with text books and/or other written material required. This material will remain the property of the Railway, and must be returned on request or on leaving Maintenance of Way service.
- 5.24** Trainees must take the corresponding oral, practical and/or written tests.
- 5.25** The requirements for training qualification and tests will be established by the Company. The TCRC MWED President will be given an opportunity to review written course material to be used in the training program.
- 5.26** A Trainee will not be required to attempt a particular qualifying test without having had an opportunity to receive the appropriate training or be exposed to that aspect of the job.
- 5.27** A Trainee who fails a qualifying test will be given the reasons. A Trainee who fails the second attempt at a qualifying test will be given the reasons in writing if they so request.
- 5.28** A Trainee failing to maintain an appropriate level of performance may, at the discretion of the appropriate Company Officer, be removed from the course and/or machine for which they are receiving training. In such circumstances, the Trainee will revert to their former position and will not be given any further training for a period of three (3) years. Following this period, the employee may request one further opportunity to qualify pursuant to Articles 5.5 and 5.6 above. This opportunity will be in the machine group in which the employee last failed to qualify. A Trainee who fails during such further opportunity will not be given any further training opportunities in that or a higher group.
- 5.29** A Trainee who fails any test and claims they did not have a proper test or who is

removed from training pursuant to Article 5.27 above, may appeal the decision under the provisions of Article 15.7 of Wage Agreement No. 41 starting at Step 2.

- 5.30** During training, a Trainee will be paid at the basic rate they would have been paid had they not been training. This will apply unless during their field training the Trainee is actually working as the regular Operator of the machine as provided in Articles 5.8 and 5.16 (iii) above. In this case, they will be paid the group rate for that machine. A Trainee in training who would otherwise be on layoff status, will be paid the rate for Group 4 machines.
- 5.31** Reasonable away from home expenses necessarily incurred will be allowed a Trainee during training. When authorized in advance, a Trainee using their automobile for basic training or advanced training will be reimbursed pursuant to Article 12.10 of Wage Agreement 41. The use of their automobile will be limited to one round trip to the training location. Travel time will be paid for travel during regular working hours on regular working days.
- 5.32** Trainees who successfully complete training for promotion must comply with all provisions of the Machine Operators Supplemental Agreement.
- 5.33** A Trainee who has successfully passed all tests will receive a card or certificate signed by the appropriate Training Officer.

## **Section 6**

### **Seat Stability**

- 6.1 The Company may advertise, in the initial work crew start-up bulletin, or by bulletin subsequent to the initial bulletin, for seat stability positions.
- 6.2 Positions selected for seat stability will be reviewed at the meeting provided for under section 8.3. Such discussions will include the application of item 6.2 and will be consistent where possible however might be used on a specific machine on a crew or on a crew by crew basis.
- 6.3 An employee that is awarded a seat stability position and subsequently leaves the position, will have the previous earned premium paid out on a pro-rated basis for the time occupied, under the following conditions:
- a) The employee makes a promotional move on the same work crew,
  - b) The employee is displaced through the exercise of seniority,
  - c) The employee retires.
- 6.4 An employee will forfeit the seat stability premium under the following conditions:
- a) The employee voluntarily vacates a seat stability position, other than pursuant to item 6.3,
  - b) The employee resigns, or is dismissed.

6.5 If an employee chooses to displace into a seat stability position and there are 28 days or less remaining in the work season, the seat stability premium will no longer apply.

6.6 Seat stability premium payment will be paid at a flat rate as follows:

Position	Premium Payment Per 5/2 & 4/3 Work Cycle	Premium Payment Per 7/7 or 8/6 Work Cycle
M.O. Special Group	\$75.00	\$150.00
M.O. Group 1	\$50.00	\$100.00

6.7 Flat rate seat stability premium payments, will be processed as a lump sum payment at the end of the work season, in the application of section 6.3, or the end of the position, as applicable.

6.8 The starting rate provisions identified in section 2.1 (a) will not apply to positions bulletined as seat stability positions.

## **Section 7 Duration Of Agreement**

7.1 This Agreement, effective January 1, 2018 as amended and updated, shall remain in full force and effect until December 31, 2022, and thereafter, subject to six months' 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 June 30, 2022.

SIGNED AT Calgary, Alberta this 11th day of May, 2017.

For Canadian Pacific:

For the Teamsters Canada Rail Conference -  
Maintenance of Way Employees Division:

Director, Labour Relations  
Canadian Pacific

President,  
TCRC MWED

## Appendix A

May 11, 2017  
Calgary, Alberta

During the current round of negotiations, the parties implemented language regarding training for Group 1 Truck drivers. It was agreed that the application of Train and Hold for Group 1 Machine Operators for Trucks over 28,000 lbs. GVW and Trucks over 16,000 lbs. GVW equipped with hirails, including all Brand Roadrailer Trucks, shall only be implemented once the Company and Union, through the Joint Training Committee, agree on the details of the training program and the process to be used in the qualification of such positions.

Items to be resolved include but are not limited to:

- Content and Curriculum of internal training courses.
- Required external courses and regulatory licensing.
- Costs of the program.
- Involvement of Trainer/Mentors and Management employees.
- Initial appointment of RQ candidates to positions and how Company operations will be supported during that time.

The parties agree to resolve this issue within 120 days of ratification of the agreement.

It is understood that the resolution reached would not go into effect before January 1, 2018.

Yours Truly,

I concur:

Myron Becker  
AVP, Labour Relations

Gary Doherty  
President TCRC-MWED

# TIME KEEPERS SUPPLEMENTAL AGREEMENT

## MEMORANDUM OF AGREEMENT BETWEEN CANADIAN PACIFIC AND TEAMSTERS CANADA RAIL CONFERENCE - MAINTENANCE OF WAY EMPLOYEES DIVISION SUPPLEMENTING WAGE AGREEMENT NO. 41 COVERING RATES OF PAY AND RULES GOVERNING WORKING CONDITIONS OF TIMEKEEPERS IN MAINTENANCE OF WAY SERVICE.

### SECTION 1 GENERAL

1.1 Except as otherwise provided herein, Wage Agreement No. 41 will apply.

### SECTION 2 RATES OF PAY

2.1 The hourly rates applicable to this Agreement are:

	Rates of Pay	Rates of Pay	Rates of Pay
	Effective	Effective	Effective
	Jan. 1, 2018	Jan. 1, 2019	Jan. 1, 2020
	(Per Hour)	(Per Hour)	(Per Hour)
Timekeeper Job Rate	\$32.418	\$33.066	\$33.727
95%	\$30.797	\$31.413	\$32.041
90%	\$29.176	\$29.759	\$30.355
85%	\$27.555	\$28.106	\$28.668

	Rates of Pay	Rates of Pay	
	Effective	Effective	
	Jan. 1, 2021	Jan. 1, 2022	
	(Per Hour)	(Per Hour)	
Timekeeper Job Rate	\$34.402	\$35.090	
95%	\$32.682	\$33.335	
90%	\$30.962	\$31.581	
85%	\$29.242	\$29.826	

\*2021 and 2022 rates of pay may be subject to further increase. See Appendix A-21.

## **SECTION 3 SENIORITY**

**3.1** Seniority territories for employees governed by this Agreement shall be as follows:

### **Prairie Region**

Brandon, Winnipeg, Lakehead, Moose Jaw and Saskatoon seniority territories on District and Regional Work Crews.

### **Pacific Region**

Calgary, Alberta North, Alberta South, Kootenay, Revelstoke, Canyon and Vancouver seniority territories on District and Regional Work Crews.

**3.2** An employee appointed by bulletin to a classification covered by this Agreement will be accorded a seniority date from the date of appointment on the bulletin in such classification.

**Note:** See Articles 9.15b, 10.4 and 10.14(c)

**3.3** The senior qualified applicant on each respective seniority list where new positions or vacancies are bulletined shall be given preference in filling such vacancy or new position.

**3.4** If qualified employees are not available in the Timekeepers' group, other Maintenance of Way employees from within the seniority territory, qualified to perform the work, will be given preference in filling vacancies or new positions before new employees are hired. In the application of this Article 3.4, successful applicants will be selected in the order of their first date of entry into the Maintenance of Way service.

**3.5** Preference will be given to applicants who have experience or formal training in clerical duties required for timekeeping and staff records maintenance including data management programs that generate computerized reports. Must also have legible handwriting and have competent keyboard skills in computerized data input.

**Note:** See Appendix A-3.

**3.6** In the event that within three months of exercising seniority to a position governed by this Agreement, an employee is found to be unsuitable, such employee will be advised in writing as to their unsuitability and may be returned to their former employment. An employee who wishes to return to their former employment may do so provided they express their desire to do so in writing within twelve (12) months following the date of their appointment to a position covered by this agreement.

**3.7** The seniority of a Timekeeper shall be confined to the District or Region as outlined in Article 3.1, and shall commence from the date of entry into the service as a Timekeeper covered by this Agreement.

**Note:** All existing Timekeepers will be grandfathered on each District

or Region list that they currently hold seniority on.

- 3.8** Employees required to exercise their seniority must do so within fifteen (15) calendar days of call or recall, exclusive of any scheduled annual vacation or approved banked time.
- 3.9** Failure to fulfill the requirement of Article 3.8 will result in loss of seniority in the classification of Timekeeper unless satisfactory reasons are given.
- 3.10** Seniority lists of all Timekeepers covered by this Agreement on each of the seniority territories defined in Article 3.1, showing name, date of entry into service and seniority standings, shall be updated and posted at the headquarters locations of all employees concerned, on or before March 31 and September 30 of each year. Copies shall be furnished to the Union Representatives of the employees.

## **SECTION 4**

### **Duration of Agreement**

- 4.1 This Agreement, effective January 1, 2018 as amended and updated, shall remain in full force and effect until December 31, 2022, and thereafter, subject to six months' 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 June 30, 2022.

SIGNED AT Calgary, Alberta this 11th day of May, 2017.

For Canadian Pacific:

For the Teamsters Canada Rail Conference -  
Maintenance of Way Employees Division:

Director, Labour Relations  
Canadian Pacific

President,  
TCRC MWED



# **WORK EQUIPMENT MAINTAINERS SUPPLEMENTAL AGREEMENT**

**MEMORANDUM OF AGREEMENT BETWEEN CANADIAN PACIFIC AND THE TEAMSTERS CANADA RAIL CONFERENCE MAINTENANCE OF WAY EMPLOYEES DIVISION SUPPLEMENTING WAGE AGREEMENT NO. 41, COVERING RATES OF PAY AND RULES GOVERNING WORKING CONDITIONS OF EMPLOYEES IN THE MAINTENANCE OF WAY DEPARTMENT, EMPLOYED IN THE WORK EQUIPMENT REPAIR SHOPS ON THE SYSTEM IN CONNECTION WITH THE REPAIR OF POWER OPERATED ROADWAY MACHINES**

## **Section 1 General**

1.1 Except as otherwise provided herein, Wage Agreement No. 41 will apply.

## Section 2 Rates of pay

2.1 Hourly rates of pay for the various occupational classifications in the Work Equipment Repair Shop shall be as follows:

	<b>Rates of Pay</b>	<b>Rates of Pay</b>	<b>Rates of Pay</b>
	<b>Effective</b>	<b>Effective</b>	<b>Effective</b>
	<b>Jan. 1, 2018</b>	<b>Jan. 1, 2019</b>	<b>Jan. 1, 2020</b>
	<b>(Per Hour)</b>	<b>(Per Hour)</b>	<b>(Per Hour)</b>
Maintainer - Grade 1			
Job Rate	\$34.203	\$34.887	\$35.584
95%	\$32.493	\$33.142	\$33.805
90%	\$30.782	\$31.398	\$32.026
85%	\$29.072	\$29.654	\$30.247
Welder			
Job Rate	\$33.243	\$33.908	\$34.586
95%	\$31.581	\$32.212	\$32.857
90%	\$29.919	\$30.517	\$31.127
85%	\$28.256	\$28.822	\$29.398

	<b>Rates of Pay</b>	<b>Rates of Pay</b>	
	<b>Effective</b>	<b>Effective</b>	
	<b>Jan. 1, 2021</b>	<b>Jan. 1, 2022</b>	
	<b>(Per Hour)</b>	<b>(Per Hour)</b>	
<b>Maintainer - Grade 1</b>			
Job Rate	\$36.296*	\$37.022*	
95%	\$34.481*	\$35.171*	
90%	\$32.667*	\$33.320*	
85%	\$30.852*	\$31.469*	
<b>Welder</b>			
Job Rate	\$35.278*	\$35.983*	
95%	\$33.514*	\$34.184*	
90%	\$31.750*	\$32.385*	
85%	\$29.986*	\$30.586*	

\*2021 and 2022 rates of pay may be subject to further increase. See Appendix A-21.

	<b>Rates of Pay</b>	<b>Rates of Pay</b>	<b>Rates of Pay</b>
	<b>Effective</b>	<b>Effective</b>	<b>Effective</b>
	<b>Jan. 1, 2018</b>	<b>Jan. 1, 2019</b>	<b>Jan. 1, 2020</b>
	<b>(Per Hour)</b>	<b>(Per Hour)</b>	<b>(Per Hour)</b>
<b>Maintainer - Grade II</b>			
Job Rate	\$31.990	\$32.630	\$33.283
95%	\$30.391	\$30.999	\$31.619
90%	\$28.791	\$29.367	\$29.954
85%	\$27.192	\$27.736	\$28.290
<b>Assistant Maintainer</b>			
Job Rate	\$28.264	\$28.829	\$29.406
95%	\$26.851	\$27.388	\$27.936
90%	\$25.438	\$25.947	\$26.465
85%	\$24.025	\$24.505	\$24.995
<b>Truck Driver-Clerk</b>			
Job Rate	\$32.418	\$33.066	\$33.727
95%	\$30.797	\$31.413	\$32.041
90%	\$29.176	\$29.759	\$30.355
85%	\$27.555	\$28.106	\$28.668
<b>Helper</b>			
Job Rate	\$27.280	\$27.825	\$28.382
95%	\$25.916	\$26.434	\$26.963
90%	\$24.552	\$25.043	\$25.544
85%	\$23.188	\$23.652	\$24.125
<b>Rail Lubricator Maintainer</b>			
Job Rate	\$28.979	\$29.559	\$30.150
95%	\$27.530	\$28.081	\$28.642
90%	\$26.081	\$26.603	\$27.135
85%	\$24.632	\$25.125	\$25.627
<b>Labourer</b>			
Job Rate	\$26.808	\$27.344	\$27.891
95%	\$25.467	\$25.977	\$26.496
90%	\$24.127	\$24.609	\$25.102
85%	\$22.786	\$23.242	\$23.707

	<b>Rates of Pay</b>	<b>Rates of Pay</b>	
	<b>Effective</b>	<b>Effective</b>	
	<b>Jan. 1, 2021</b>	<b>Jan. 1, 2022</b>	
	<b>(Per Hour)</b>	<b>(Per Hour)</b>	
Maintainer - Grade II			
Job Rate	\$33.948*	\$34.627*	
95%	\$32.251*	\$32.896*	
90%	\$30.553*	\$31.165*	
85%	\$28.856*	\$29.433*	
Assistant Maintainer			
Job Rate	\$29.994*	\$30.594*	
95%	\$28.494*	\$29.064*	
90%	\$26.995*	\$27.535*	
85%	\$25.495*	\$26.005*	
Truck Driver-Clerk			
Job Rate	\$34.402*	\$35.090*	
95%	\$32.682*	\$33.335*	
90%	\$30.962*	\$31.581*	
85%	\$29.242*	\$29.826*	
Helper			
Job Rate	\$28.950*	\$29.529*	
95%	\$27.502*	\$28.052*	
90%	\$26.055*	\$26.576*	
85%	\$24.607*	\$25.099*	
Rail Lubricator Maintainer			
Job Rate	\$30.753*	\$31.368*	
95%	\$29.215*	\$29.800*	
90%	\$27.678*	\$28.231*	
85%	\$26.140*	\$26.663*	
Labourer			
Job Rate	\$28.448*	\$29.017*	
95%	\$27.026*	\$27.567*	
90%	\$25.604*	\$26.116*	
85%	\$24.181*	\$24.665*	

\*2021 and 2022 rates of pay may be subject to further increase. See Appendix A-21.

**Note 1** -- Any of the above positions established by the Company on the basis of 179.3 hours per four-week period shall be paid in accordance with the provisions of Articles 8.30 to 8.35 inclusive of Wage Agreement No. 41.

**Note 2** -- Drivers of vehicles up to and including 16,000 lbs. GVW will receive the basic hourly rate of pay applicable to Group 3 Machine Operators as provided in Article 2.1 of the Supplemental Agreement covering Operators, Assistant Operators and Helpers of Power Machines in Maintenance of Way service.

-- Drivers of vehicles over 16,000 lbs. GVW up to and including 28,000 lbs. GVW will receive the basic hourly rate of pay applicable to Group 2 Machine Operators as provided in Article 2.1 of the Supplemental Agreement covering Operators, Assistant Operators and Helpers of Power Machines in Maintenance of Way service.

-- Drivers of vehicles over 28,000 lbs. GVW will receive the basic hourly rate of pay applicable to Group 1 Machine Operators as provided in Article 2.1 of the Supplemental Agreement covering Operators, Assistant Operators and Helpers of Power Machines in Maintenance of Way Service.

(GVW -- Gross Vehicle Weight according to suppliers' specifications)

**2.2** Employees on a forty (40) hour week basis required to travel from their Shop or home station to outside points at the Company's request shall be paid from the time required to report for duty at the Shop or home station until released from duty on return to Shop or home station at straight time within their regularly assigned hours and at the rate of time and one-half outside the limits of their regularly assigned hours, except that for waiting time or traveling time they shall be paid at the pro rata rate.

**Note:** An employee when detained on line overnight is not entitled to pay from the time released from duty until they again report for duty.

**2.3** Occupants of positions established by the Company on the basis of 179.3 hours per four-week period shall be paid in accordance with Note 1 of Article 2.1, except that the occupants of these positions will not be paid waiting or traveling time outside of their regularly assigned hours.

**2.4** When driving a truck outside of regular assigned hours, time so occupied will go to make up the 179.3 hours.

**2.5** Time traveling by truck or automobile (not driving) or on train outside of regular assigned hours will not be paid.

**2.6** Employees under Article 2.1 will be paid out-of-pocket expenses for room and board when working away from headquarters, except when supplied with a boarding car.

## **Section 3**

### **Seniority**

- 3.1** A complete list of all Maintenance of Way employees covered by this Agreement, on the Region or District concerned, showing their seniority standing and dates of promotion to higher classifications therein, shall be updated and posted at the headquarters locations of all employees concerned, on or before March 31 and September 30 of each year. A copy of said list shall also be furnished to the Union Representatives of the employees.
- 3.2** New positions or vacancies of forty-five (45) days or more will be bulletined to employees on the Regional or District seniority list. The senior of the qualified applicants in the highest classification as enumerated in Section 2, Article 2.1 hereof, shall be given preference in filling such vacancies or new positions. Before an employee is considered qualified, they may be required to submit to and pass a test of qualification set up by the Company.
- 3.3** An employee appointed by bulletin to a classification covered by this Agreement will be accorded a seniority date from the date of appointment on the bulletin in such classification, and in all lower rated classifications covered by this Agreement in which they are qualified to work and in which they have not previously established seniority.
- 3.4** If qualified employees are not available from within this Supplemental Agreement, or among the Maintenance of Way Work Equipment Operators and Helpers on the Regional or District seniority list, other qualified employees in the Maintenance of Way Service on the Region concerned shall have preference in filling vacancies or new positions before new employees are hired. Such vacancies or new positions shall be bulletined on the Region on which the Work Equipment Repair Shop is located. In the application of this Article 3.4, successful applicants shall be selected in the order of their first date of entry into the Maintenance of Way Service.
- 3.5** In the event that within three (3) months of exercising seniority to a position covered by this Agreement, an employee is found to be unsuitable, such employee will be advised in writing as to their unsuitability and may be returned to their former employment. An employee who wishes to return to their former employment may do so provided they express their desire to do so in writing within twelve (12) months following the date of their appointment to a position covered by this Agreement.
- 3.6** An employee who has held a position covered by this Agreement for a period of twelve (12) months or more shall have their former permanent position bulletined as permanent.
- 3.7** In the event of reduction of staff, employees must exercise their seniority in accordance with the provisions of Section 11 of Wage Agreement No. 41.
- 3.8** It is understood that the Company has the sole right to designate the location of the Shop to which personnel will be assigned.

**3.9** Employees holding seniority in the Machine Operator Supplemental Agreement, working temporary winter overhaul positions in the Work Equipment Shop Supplement, unless holding a permanent position to which they may return, will be required to bid to the initial gang start up bulletin, failing which, they will be assigned to a vacancy on that bulletin, based on their seniority.

**Section 4**  
**Duration of Agreement**

4.1 This Agreement, effective January 1, 2018 as amended and updated, shall remain in full force and effect until December 31, 2022, and thereafter, subject to six months' 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 June 30, 2022.

SIGNED AT Calgary, Alberta this 11th day of May, 2017.

For Canadian Pacific:

For the Teamsters Canada Rail Conference -  
Maintenance of Way Employees Division:

Director, Labour Relations  
Canadian Pacific

President,  
TCRC MWED

# **RAIL YARDS, RAIL & FROG RECLAMATION PLANT SUPPLEMENTAL AGREEMENT**

**MEMORANDUM OF AGREEMENT BETWEEN CANADIAN PACIFIC AND THE TEAMSTERS CANADA RAIL CONFERENCE MAINTENANCE OF WAY EMPLOYEES DIVISION SUPPLEMENTING WAGE AGREEMENT NO. 41, COVERING RATES OF PAY AND RULES GOVERNING WORKING CONDITIONS OF EMPLOYEES IN THE MAINTENANCE OF WAY DEPARTMENT, EMPLOYED IN RAIL YARDS, RAIL RECLAMATION PLANTS AND FROG (TURNOUT) RECLAMATION PLANTS ON THE SYSTEM.**

## **Section 1 General**

1.1 Except as otherwise provided herein, Wage Agreement No. 41 will apply.

## Section 2 Rates of Pay

2.1 Hourly rates of pay for the various occupational classifications in Rail Yards, Rail Reclamation Plants and Frog (Turnout) Reclamation Plants shall be as follows:

	<b>Rates of Pay Effective Jan. 1, 2018 <u>(Per Hour)</u></b>	<b>Rates of Pay Effective Jan. 1, 2019 <u>(Per Hour)</u></b>	<b>Rates of Pay Effective Jan. 1, 2020 <u>(Per Hour)</u></b>
<b>Welder Foreman</b>			
Job Rate	\$34.321	\$35.007	\$35.708
95%	\$32.605	\$33.257	\$33.922
90%	\$30.889	\$31.507	\$32.137
85%	\$29.173	\$29.756	\$30.351
<b>Welder</b>			
Job Rate	\$33.563	\$34.234	\$34.919
95%	\$31.885	\$32.523	\$33.173
90%	\$30.207	\$30.811	\$31.427
85%	\$28.529	\$29.099	\$29.681
<b>Foreman</b>			
Job Rate	\$34.321	\$35.007	\$35.708
95%	\$32.605	\$33.257	\$33.922
90%	\$30.889	\$31.507	\$32.137
85%	\$29.173	\$29.756	\$30.351
<b>Frog Repairman</b>			
Job Rate	\$32.739	\$33.394	\$34.062
95%	\$31.102	\$31.724	\$32.358
90%	\$29.466	\$30.055	\$30.656
85%	\$27.829	\$28.385	\$28.953
<b>Assistant Foreman</b>			
Job Rate	\$32.496	\$33.146	\$33.809
95%	\$30.871	\$31.489	\$32.119
90%	\$29.246	\$29.831	\$30.428
85%	\$27.622	\$28.174	\$28.738
<b>Machine Operator Group 1</b>			
Job Rate	\$32.418	\$33.066	\$33.727
95%	\$30.797	\$31.413	\$32.041
90%	\$29.176	\$29.759	\$30.355
85%	\$27.555	\$28.106	\$28.668

	<b>Rates of Pay Effective Jan. 1, 2021 (Per Hour)</b>	<b>Rates of Pay Effective Jan. 1, 2022 (Per Hour)</b>
<b>Welder Foreman</b>		
Job Rate	\$36.422*	\$37.150*
95%	\$34.601*	\$35.293*
90%	\$32.780*	\$33.435*
85%	\$30.958*	\$31.578*
<b>Welder</b>		
Job Rate	\$35.617*	\$36.330*
95%	\$33.837*	\$34.513*
90%	\$32.056*	\$32.697*
85%	\$30.275*	\$30.880*
<b>Foreman</b>		
Job Rate	\$36.422*	\$37.150*
95%	\$34.601*	\$35.293*
90%	\$32.780*	\$33.435*
85%	\$30.958*	\$31.578*
<b>Frog Repairman</b>		
Job Rate	\$34.743*	\$35.438*
95%	\$33.006*	\$33.666*
90%	\$31.269*	\$31.895*
85%	\$29.532*	\$30.123*
<b>Assistant Foreman</b>		
Job Rate	\$34.485*	\$35.175*
95%	\$32.761*	\$33.416*
90%	\$31.037*	\$31.657*
85%	\$29.312*	\$29.899*
<b>Machine Operator Group 1</b>		
Job Rate	\$34.402*	\$35.090*
95%	\$32.682*	\$33.335*
90%	\$30.962*	\$31.581*
85%	\$29.242*	\$29.826*

\*2021 and 2022 rates of pay may be subject to further increase. See Appendix A-21.

	<b>Rates of Pay Effective Jan. 1, 2018 <u>(Per Hour)</u></b>	<b>Rates of Pay Effective Jan. 1, 2019 <u>(Per Hour)</u></b>	<b>Rates of Pay Effective Jan. 1, 2020 <u>(Per Hour)</u></b>
<b>Machine Operator Group 2</b>			
Job Rate	\$30.648	\$31.261	\$31.886
95%	\$29.116	\$29.698	\$30.292
90%	\$27.583	\$28.135	\$28.698
85%	\$26.051	\$26.572	\$27.103
<b>Machine Operator Group 3</b>			
Job Rate	\$28.426	\$28.995	\$29.575
95%	\$27.005	\$27.545	\$28.096
90%	\$25.584	\$26.095	\$26.617
85%	\$24.162	\$24.646	\$25.139
<b>Rail &amp; Material Checker &amp; Marker</b>			
Job Rate	\$27.782	\$28.337	\$28.904
95%	\$26.393	\$26.920	\$27.459
90%	\$25.004	\$25.504	\$26.014
85%	\$23.615	\$24.087	\$24.569
<b>Helper</b>			
Job Rate	\$27.604	\$28.156	\$28.719
95%	\$26.224	\$26.749	\$27.283
90%	\$24.844	\$25.341	\$25.848
85%	\$23.464	\$23.933	\$24.412
<b>Labourer</b>			
Job Rate	\$26.808	\$27.344	\$27.891
95%	\$25.467	\$25.977	\$26.496
90%	\$24.127	\$24.609	\$25.102
85%	\$22.786	\$23.242	\$23.707

	<b>Rates of Pay Effective Jan. 1, 2021 <u>(Per Hour)</u></b>	<b>Rates of Pay Effective Jan. 1, 2022 <u>(Per Hour)</u></b>
<b>Machine Operator Group 2</b>		
Job Rate	\$32.524*	\$33.174*
95%	\$30.898*	\$31.516*
90%	\$29.271*	\$29.857*
85%	\$27.645*	\$28.198*
<b>Machine Operator Group 3</b>		
Job Rate	\$30.166*	\$30.770*
95%	\$28.658*	\$29.231*
90%	\$27.150*	\$27.693*
85%	\$25.641*	\$26.154*
<b>Checker &amp; Marker</b>		
Job Rate	\$29.482*	\$30.072*
95%	\$28.008*	\$28.568*
90%	\$26.535*	\$27.065*
85%	\$25.060*	\$25.562*
<b>Helper</b>		
Job Rate	\$29.294*	\$29.880*
95%	\$27.829*	\$28.386*
90%	\$26.364*	\$26.892*
85%	\$24.900*	\$25.398*
<b>Labourer</b>		
Job Rate	\$28.448*	\$29.017*
95%	\$27.026*	\$27.567*
90%	\$25.604*	\$26.116*
85%	\$24.181*	\$24.665*

\*2021 and 2022 rates of pay may be subject to further increase. See Appendix A-21.

**Note:** Any of the above positions established by the Company on the basis of 179.3 hours per four-week period shall be paid on the hourly rate shown above and in accordance with the provisions of Articles 8.30 to 8.35 inclusive of Wage Agreement No. 41.

## **Section 3**

### **Seniority**

- 3.1** A complete list of all Maintenance of Way employees covered by this Agreement, on the Region concerned, showing their seniority standing and dates of promotion to higher classifications therein, shall be updated and posted at the headquarters locations of all employees concerned, on or before March 31 and September 30 of each year. A copy of said list shall also be furnished to the Union Representatives of the employees.
- 3.2** New positions or vacancies of forty-five (45) days or more will be bulletined to employees on the Regional seniority list. The senior of the qualified applicants in the highest classification as enumerated in Section 2, Article 2.1 hereof, shall be given preference in filling such vacancies or new positions. Before an employee is considered qualified, they may be required to submit to and pass a test of qualification set up by the Company.
- 3.3** An employee appointed by bulletin to a classification covered by this Agreement will be accorded a seniority date from the date of appointment on the bulletin in such classification, and in all lower rated classifications covered by this Agreement in which they are qualified to work and in which they have not previously established seniority.
- 3.4** If qualified employees are not available in the Yard and/or Plant, other qualified employees in the Maintenance of Way Service on the Region concerned shall have preference in filling vacancies or new positions before new employees are hired. Such vacancies or new positions shall be bulletined on the Region on which the Yard and/or Plant is located. In the application of this Article 3.4, successful applicants shall be selected in the order of their first date of entry into the Maintenance of Way Service.
- 3.5** In the event that within three (3) months of exercising seniority to a position covered by this Agreement, an employee is found to be unsuitable, such employee will be advised in writing as to their unsuitability and may be returned to their former employment. An employee who wishes to return to their former employment may do so provided they express their desire to do so in writing within twelve (12) months following the date of their appointment to a position covered by this Agreement.
- 3.6** An employee who has held a position covered by this Agreement for a period of twelve (12) months or more shall have their former permanent position bulletined as permanent.
- 3.7** In the event of reduction of staff, employees must exercise their seniority in accordance with the provisions of Section 11 of Wage Agreement No. 41.
- 3.8** It is understood that the Company has the sole right to designate the location of the Yard and/or Plant to which personnel will be assigned.

## **Section 4**

### **Classifications**

**4.1** The grouping for the various classes of machines covered by this Agreement are as follows:

#### **Type of Machine**

##### **Group 1**

Overhead Crane  
Planer Grinder  
400 ton Press

##### **Group 2**

Rail End Hardening Machine  
Rail Saw  
Rail Drill  
Saw Sharpening Machine  
Drill Sharpening Machine  
Flexible Arm (Swing) Grinder

##### **Group 3**

Various machines as listed in the Machine Operators Supplementary Agreement.

**4.2** Negotiations between the General Manager and the TCRC MWED President shall be held in January of each year, to establish into which group of machines any machine not included above shall fall. This, if at all possible, to take place prior to the operation of such machine. The parties may also meet prior to January of each year if possible. Should the parties be unable to agree upon the appropriate machine classification, an appeal may be made commencing at Step 2 of the grievance procedure. In the case of an agreement or an arbitration award the compensation due, if any, will be paid retroactively to the date of the employee's first day of work on the machine.

## **Section 5**

### **Duration of Agreement**

5.1 This Agreement, effective January 1, 2018 as amended and updated, shall remain in full force and effect until December 31, 2022, and thereafter, subject to six months' 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 June 30, 2022.

SIGNED AT Calgary, Alberta this 11th day of May, 2017.

For Canadian Pacific:

For the Teamsters Canada Rail Conference -  
Maintenance of Way Employees Division:

Director, Labour Relations  
Canadian Pacific

President,  
TCRC MWED

## APPENDIX 1

April 2, 1985 Our File: 54-69-1

Mr. H.J. Thiessen  
Brotherhood of Maintenance of Way Employees  
706 Bank St.  
Ottawa, Ont.  
K1V 7Y6

Re: Gloves for Rail Yard and Welding Plant employees.

Dear Sir:

During recent meetings between CP Rail and B.M.W.E. the issue of supplying gloves for Maintenance of Way Employees has been discussed.

This letter will confirm that, in line with current practice, CP Rail will continue to supply to all employees at the Transcona Rail Yard and the Transcona and Smiths Falls Welding Plants, work gloves appropriate for the duties of these employees.

Yours truly,

(Sgd.) R.R. Morrish  
Chief Engineer



## **RAIL BUTT WELDING SUPPLEMENTAL AGREEMENT**

**MEMORANDUM OF AGREEMENT BETWEEN CANADIAN PACIFIC AND THE TEAMSTERS CANADA RAIL CONFERENCE MAINTENANCE OF WAY EMPLOYEES DIVISION SUPPLEMENTING WAGE AGREEMENT NO. 41, COVERING RATES OF PAY AND RULES GOVERNING WORKING CONDITIONS OF EMPLOYEES IN THE MAINTENANCE OF WAY DEPARTMENT, EMPLOYED IN RAIL BUTT WELDING PLANTS.**

### **Section 1 General**

1.1 Except as otherwise provided herein, Wage Agreement No. 41 will apply.

## Section 2 Rates of Pay

2.1 Hourly rates of pay for the various occupational classifications in the Butt Welding Plant shall be as follows:

	<b>Rates of Pay</b>	<b>Rates of Pay</b>	<b>Rates of Pay</b>
	<b>Effective</b>	<b>Effective</b>	<b>Effective</b>
	<b>Jan. 1, 2018</b>	<b>Jan. 1, 2019</b>	<b>Jan. 1, 2020</b>
	<b>(Per Hour)</b>	<b>(Per Hour)</b>	<b>(Per Hour)</b>
Production & Maintenance Foreman			
Job Rate	\$34.321	\$35.007	\$35.708
95%	\$32.605	\$33.257	\$33.922
90%	\$30.889	\$31.507	\$32.137
85%	\$29.173	\$29.756	\$30.351
Welding Inspector			
Job Rate	\$33.462	\$34.131	\$34.814
95%	\$31.789	\$32.425	\$33.073
90%	\$30.116	\$30.718	\$31.333
85%	\$28.443	\$29.012	\$29.592

	<b>Rates of Pay</b>	<b>Rates of Pay</b>	
	<b>Effective</b>	<b>Effective</b>	
	<b>Jan. 1, 2021</b>	<b>Jan. 1, 2022</b>	
	<b>(Per Hour)</b>	<b>(Per Hour)</b>	
Production & Maintenance Foreman			
Job Rate	\$36.422*	\$37.150*	
95%	\$34.601*	\$35.293*	
90%	\$32.780*	\$33.435*	
85%	\$30.958*	\$31.578*	
Welding Inspector			
Job Rate	\$35.510*	\$36.220*	
95%	\$33.735*	\$34.409*	
90%	\$31.959*	\$32.598*	
85%	\$30.184*	\$30.787*	

\*2021 and 2022 rates of pay may be subject to further increase. See Appendix A-21.

	<b>Rates of Pay</b>	<b>Rates of Pay</b>	<b>Rates of Pay</b>
	<b>Effective</b>	<b>Effective</b>	<b>Effective</b>
	<b>Jan. 1, 2018</b>	<b>Jan. 1, 2019</b>	<b>Jan. 1, 2020</b>
	<b>(Per Hour)</b>	<b>(Per Hour)</b>	<b>(Per Hour)</b>
<b>Butt Welding Plant Machine Operator</b>			
Job Rate	\$33.119	\$33.782	\$34.457
95%	\$31.463	\$32.093	\$32.735
90%	\$29.807	\$30.404	\$31.012
85%	\$28.151	\$28.715	\$29.289
<b>Plant Maintainer</b>			
Job Rate	\$33.119	\$33.782	\$34.457
95%	\$31.463	\$32.093	\$32.735
90%	\$29.807	\$30.404	\$31.012
85%	\$28.151	\$28.715	\$29.289
<b>Assistant Welding Inspector</b>			
Job Rate	\$31.170	\$31.794	\$32.429
95%	\$29.612	\$30.204	\$30.808
90%	\$28.053	\$28.614	\$29.187
85%	\$26.495	\$27.025	\$27.565
<b>Grinder Operator</b>			
Job Rate	\$30.609	\$31.221	\$31.846
95%	\$29.079	\$29.660	\$30.254
90%	\$27.548	\$28.099	\$28.661
85%	\$26.018	\$26.538	\$27.069
<b>Assistant Plant Maintainer</b>			
Job Rate	\$30.771	\$31.387	\$32.015
95%	\$29.233	\$29.817	\$30.414
90%	\$27.694	\$28.248	\$28.813
85%	\$26.156	\$26.679	\$27.212
<b>Truck Driver-Clerk</b>			
Job Rate	\$32.418	\$33.066	\$33.727
95%	\$30.797	\$31.413	\$32.041
90%	\$29.176	\$29.759	\$30.355
85%	\$27.555	\$28.106	\$28.668

	<b>Rates of Pay</b>	<b>Rates of Pay</b>	
	<b>Effective</b>	<b>Effective</b>	
	<b>Jan. 1, 2021</b>	<b>Jan. 1, 2022</b>	
	<b>(Per Hour)</b>	<b>(Per Hour)</b>	
<b>Butt Welding Plant Machine Operator</b>			
Job Rate	\$35.147*	\$35.850*	
95%	\$33.389*	\$34.057*	
90%	\$31.632*	\$32.265*	
85%	\$29.875*	\$30.472*	
<b>Plant Maintainer</b>			
Job Rate	\$35.147*	\$35.850*	
95%	\$33.389*	\$34.057*	
90%	\$31.632*	\$32.265*	
85%	\$29.875*	\$30.472*	
<b>Assistant Welding Inspector</b>			
Job Rate	\$33.078*	\$33.740*	
95%	\$31.424*	\$32.053*	
90%	\$29.770*	\$30.366*	
85%	\$28.116*	\$28.679*	
<b>Grinder Operator</b>			
Job Rate	\$32.483*	\$33.132*	
95%	\$30.859*	\$31.476*	
90%	\$29.234*	\$29.819*	
85%	\$27.610*	\$28.163*	
<b>Assistant Plant Maintainer</b>			
Job Rate	\$32.655*	\$33.308*	
95%	\$31.022*	\$31.643*	
90%	\$29.389*	\$29.977*	
85%	\$27.757*	\$28.312*	
<b>Truck Driver-Clerk</b>			
Job Rate	\$34.402*	\$35.090*	
95%	\$32.682*	\$33.335*	
90%	\$30.962*	\$31.581*	
85%	\$29.242*	\$29.826*	

\*2021 and 2022 rates of pay may be subject to further increase. See 2017 MOS Appendix 2.

	<b>Rates of Pay</b>	<b>Rates of Pay</b>	<b>Rates of Pay</b>
	<b>Effective</b>	<b>Effective</b>	<b>Effective</b>
	<b>Jan. 1, 2018</b>	<b>Jan. 1, 2019</b>	<b>Jan. 1, 2020</b>
	<b>(Per Hour)</b>	<b>(Per Hour)</b>	<b>(Per Hour)</b>
<b>Helper</b>			
Job Rate	\$27.604	\$28.156	\$28.719
95%	\$26.224	\$26.749	\$27.283
90%	\$24.844	\$25.341	\$25.848
85%	\$23.464	\$23.933	\$24.412
<b>Labourer</b>			
Job Rate	\$26.808	\$27.344	\$27.891
95%	\$25.467	\$25.977	\$26.496
90%	\$24.127	\$24.609	\$25.102
85%	\$22.786	\$23.242	\$23.707

	<b>Rates of Pay</b>	<b>Rates of Pay</b>	
	<b>Effective</b>	<b>Effective</b>	
	<b>Jan. 1, 2021</b>	<b>Jan. 1, 2022</b>	
	<b>(Per Hour)</b>	<b>(Per Hour)</b>	
<b>Helper</b>			
Job Rate	\$29.294*	\$29.880*	
95%	\$27.829*	\$28.386*	
90%	\$26.364*	\$26.892*	
85%	\$24.900*	\$25.398*	
<b>Labourer</b>			
Job Rate	\$28.448*	\$29.017*	
95%	\$27.026*	\$27.567*	
90%	\$25.604*	\$26.116*	
85%	\$24.181*	\$24.665*	

\*2021 and 2022 rates of pay may be subject to further increase. See 2017 MOS Appendix 2.

## **Section 3**

### **Seniority**

- 3.1** A complete list of all Maintenance of Way employees covered by this Agreement, on the Region concerned, showing their seniority standing and dates of promotion to higher classifications therein, shall be updated and posted at the headquarters locations of all employees concerned, on or before March 31 and September 30 of each year. A copy of said list shall also be furnished to the Union Representatives of the employees.
- 3.2** New positions or vacancies of forty-five days or more will be bulletined to employees on the Regional seniority list. The senior of the qualified applicants in the highest classification as enumerated in Section 2, Article 2.1 hereof, shall be given preference in filling such vacancies or new positions. Before an employee is considered qualified, they may be required to submit to and pass a test of qualification set up by the Company.
- 3.3** An employee appointed by bulletin to a classification covered by this Agreement will be accorded a seniority date from the date of appointment on the bulletin in such classification, and in all lower rated classifications covered by this Agreement in which they are qualified to work and in which they have not previously established seniority.
- 3.4** If qualified employees are not available in the Butt Welding Plant, other qualified employees in the Maintenance of Way Service on the Region concerned shall have preference in filling vacancies or new positions before new employees are hired. Such vacancies or new positions shall be bulletined on the Region on which the Butt Welding Plant is located. In the application of this Article 3.4, successful applicants shall be selected in the order of their first date of entry into the Maintenance of Way Service.
- 3.5** In the event that within three months of exercising seniority to a position covered by this Agreement, an employee is found to be unsuitable, such employee will be advised in writing as to their unsuitability and may be returned to their former employment. An employee who wishes to return to their former employment may do so provided they express their desire to do so in writing within twelve months following the date of their appointment to a position covered by this Agreement.
- 3.6** An employee who has held a position covered by this Agreement for a period of twelve months or more shall have their former permanent position bulletined as permanent.
- 3.7** In the event of reduction of staff, employees must, if qualified, displace in the position to which their seniority entitles them within the Plant. Employees who, on reduction of staff, cannot hold employment within the Plant or employees whose positions are abolished, will have the right to exercise their seniority in other Maintenance of Way groups in accordance with the provisions of Section 11 of Wage Agreement No. 41.
- 3.8** It is understood that the Company has the sole right to designate the location of the Plants to which personnel will be assigned.

## **Section 4 Classifications**

- 4.1 Employees working in the Butt Welding Plant Machine Operator classification will be required to perform all the duties of a Welder and Stripper Operator. As well, when required, they shall, if qualified, operate any other machine operated by employees occupying positions contained in the classifications listed in Article 2.1 of this Agreement.
- 4.2 Negotiations between the General Manager and the TCRC MWED President shall be held in January of each year, to establish into which group of machines not included above shall fall. This, if at all possible, to take place prior to the operation of such machines. The parties may also meet prior to January of each year if possible. Should the parties be unable to agree upon the appropriate machine classification, an appeal may be made commencing at Step 2 of the grievance procedure. In the case of an agreement or an arbitration award the compensation due, if any, will be paid retroactively to the date of the employee's first day of work on the machine.

## **Section 5 Duration of Agreement**

- 5.1 This Agreement, effective January 1, 2018 as amended and updated, shall remain in full force and effect until December 31, 2022, and thereafter, subject to six months' 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 June 30, 2022.

SIGNED AT Calgary, Alberta this 11th day of May, 2017.

For Canadian Pacific:

For the Teamsters Canada Rail Conference -  
Maintenance of Way Employees Division:

Director, Labour Relations  
Canadian Pacific

President,  
TCRC MWED

# **THERMITE WELDING GANGS SUPPLEMENTAL AGREEMENT**

**MEMORANDUM OF AGREEMENT BETWEEN CANADIAN PACIFIC AND THE TEAMSTERS CANADA RAIL CONFERENCE MAINTENANCE OF WAY EMPLOYEES DIVISION SUPPLEMENTING WAGE AGREEMENT NO. 41 COVERING RATES OF PAY AND RULES COVERING WORKING CONDITIONS OF EMPLOYEES ON THERMITE WELDING GANGS**

## **Section 1 General**

1.1 Except as otherwise provided herein, Wage Agreement No. 41 will apply.

## Section 2 Rates of Pay

2.1 Hourly rates of pay for the various occupational classifications in the Thermite Welding Gangs will be as follows:

	<b>Rates of Pay</b>	<b>Rates of Pay</b>	<b>Rates of Pay</b>
	<b>Effective</b>	<b>Effective</b>	<b>Effective</b>
	<b>Jan. 1, 2018</b>	<b>Jan. 1, 2019</b>	<b>Jan. 1, 2020</b>
	<b>(Per Hour)</b>	<b>(Per Hour)</b>	<b>(Per Hour)</b>
Thermite Welder Foreman			
Job Rate	\$34.321	\$35.007	\$35.708
95%	\$32.605	\$33.257	\$33.922
90%	\$30.889	\$31.507	\$32.137
85%	\$29.173	\$29.756	\$30.351
Thermite Welder			
Job Rate	\$33.243	\$33.908	\$34.586
95%	\$31.581	\$32.212	\$32.857
90%	\$29.919	\$30.517	\$31.127
85%	\$28.256	\$28.822	\$29.398
Assistant Thermite Welder			
Job Rate	\$30.163	\$30.767	\$31.382
95%	\$28.655	\$29.228	\$29.813
90%	\$27.147	\$27.690	\$28.244
85%	\$25.639	\$26.152	\$26.675
Machine Operator (Thermite Gang)			
Job Rate	\$28.697	\$29.271	\$29.856
95%	\$27.262	\$27.807	\$28.363
90%	\$25.827	\$26.344	\$26.870
85%	\$24.392	\$24.880	\$25.378

	<b>Rates of Pay</b>	<b>Rates of Pay</b>	
	<b>Effective</b>	<b>Effective</b>	
	<b>Jan. 1, 2021</b>	<b>Jan. 1, 2022</b>	
	<b>(Per Hour)</b>	<b>(Per Hour)</b>	
Thermite Welder Foreman			
Job Rate	\$36.422*	\$37.150*	
95%	\$34.601*	\$35.293*	
90%	\$32.780*	\$33.435*	
85%	\$30.958*	\$31.578*	
Thermite Welder			
Job Rate	\$35.278*	\$35.983*	
95%	\$33.514*	\$34.184*	
90%	\$31.750*	\$32.385*	
85%	\$29.986*	\$30.586*	
Assistant Thermite Welder			
Job Rate	\$32.010*	\$32.650*	
95%	\$30.409*	\$31.017*	
90%	\$28.809*	\$29.385*	
85%	\$27.208*	\$27.752*	
Machine Operator (Thermite Gang)			
Job Rate	\$30.453*	\$31.062*	
95%	\$28.930*	\$29.509*	
90%	\$27.408*	\$27.956*	
85%	\$25.885*	\$26.403*	

\*2021 and 2022 rates of pay may be subject to further increase. See Appendix A-21.

## **Section 3**

### **Seniority**

- 3.1** A complete list of all Maintenance of Way employees covered by this Agreement, on the Region or District concerned, showing their seniority standing and dates of promotion to higher classifications therein, shall be updated and posted at the headquarters locations of all employees concerned, on or before March 31 and September 30 of each year. A copy of said list shall also be furnished to the Union Representatives of the employees.
- 3.2** New positions or vacancies of forty-five days or more will be bulletined to employees on the Regional or District seniority list. The senior of the qualified applicants in the highest classification as enumerated in Section 2, Article 2.1 hereof, shall be given preference in filling such vacancies or new positions. Before an employee is considered qualified, they may be required to submit to and pass a test of qualifications set up by the Company.
- 3.3** An employee appointed by bulletin to a classification covered by this Agreement will be accorded a seniority date from the date of appointment on the bulletin in such classification, and in all lower rated classifications covered by the Agreement in which they are qualified to work and in which they have not previously established seniority.
- 3.4** If qualified employees are not available from within this Supplemental Agreement, it is understood that preference in filling bulletined vacancies for positions on the Thermite Gangs will be considered in the following order:
1. Welders from other groups
  2. Machine Operators
  3. Other Track or B&S employees - based on date of entry into M/W service
- It is also understood that should a Welder from another group be the successful applicant on a position as a Thermite Welder, they will maintain the rate they are receiving at that time, providing they successfully complete the training required for a Thermite Welder. If at the time they are receiving a rate lower than the top Thermite Welder's rate, they will be slotted into the appropriate step position in accordance with the rate they are receiving at the time.
- 3.5** In the event that within three months of exercising seniority to a position covered by the Agreement, an employee is found to be unsuitable, such employee will be advised in writing as to their unsuitability and may be returned to their former employment. An employee who wishes to return to their former employment may do so provided they express their desire to do so in writing within twelve months following the date of their appointment to a position covered by this agreement.
- 3.6** An employee who has held a position covered by this Agreement for a period of twelve months or more shall have their former permanent position bulletined as permanent.

3.7 In the event of reduction of staff, employees must exercise their seniority in accordance with the provisions of Section 11 of Wage Agreement No. 41.

## **Section 4 Classifications**

4.1 Negotiations between the General Manager and the TCRC MWED President shall be held in January of each year, to establish into which group of machines any machine not included above shall fall. This, if at all possible, to take place prior to the operation of such machines. The parties may also meet prior to January of each year if possible. Should the parties be unable to agree upon the appropriate machine classification, an appeal may be made commencing at Step 2 of the grievance procedure. In the case of an agreement or an arbitration award the compensation due, if any, will be paid retroactively to the date of the employee's first day of work on the machine.

## **Section 5 Duration of Agreement**

5.1 This Agreement, effective January 1, 2018 as amended and updated, shall remain in full force and effect until December 31, 2022, and thereafter, subject to six months' 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 June 30, 2022.

SIGNED AT Calgary, Alberta this 11th day of May, 2017.

For Canadian Pacific:

For the Teamsters Canada Rail Conference -  
Maintenance of Way Employees Division:

Director, Labour Relations  
Canadian Pacific

President,  
TCRC MWED



**WAGE AGREEMENT NO. 42 EXTRA GANG LABOURERS**

**Rates of Pay and Rules  
Governing Extra Gang Labourers  
Wage Agreement No. 42**

Superseding Wage Agreement No.42  
dated December 8, 2012

Agreement between

Canadian Pacific

in respect of employees employed on:

Canadian Pacific Lines in Canada

and the

Teamsters Canada Rail Conference Maintenance of Way Employees  
Division

**Rewritten and updated to include changes contained within  
Memorandum of Settlement  
dated May 11, 2017**

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## **SECTION 1**

### **DEFINITION OF EXTRA GANG LABOURERS**

- 1.1 Except as otherwise provided herein, Wage Agreement No. 41 will apply.
- 1.2 By extra gang labourers is meant employees working in temporary extra gangs, for whom rates of pay are provided in this agreement.
- 1.3 TCRC MWED and Canadian Pacific foster and support a work environment that is inclusive of both men and women. The use of the masculine gender in this Collective Agreement includes the feminine and vice versa.

**SECTION 2  
RATES OF PAY**

2.1 The rates of pay for employees covered by this agreement are as follows:

	<b>Rates of Pay Effective Jan. 1, 2018 <u>(Per Hour)</u></b>	<b>Rates of Pay Effective Jan. 1, 2019 <u>(Per Hour)</u></b>	<b>Rates of Pay Effective Jan. 1, 2020 <u>(Per Hour)</u></b>
Extra Gang Labourers			
Job Rate	\$24.112	\$24.594	\$25.086
95%	\$22.906	\$23.364	\$23.832
90%	\$21.701	\$22.135	\$22.577
85%	\$20.495	\$20.905	\$21.323
	<b>Rates of Pay Effective Jan. 1, 2021 <u>(Per Hour)</u></b>	<b>Rates of Pay Effective Jan. 1, 2022 <u>(Per Hour)</u></b>	
Extra Gang Labourers			
Job Rate	\$25.588*	\$26.099*	
95%	\$24.308*	\$24.794*	
90%	\$23.029*	\$23.489*	
85%	\$21.749*	\$22.184*	

\*2021 and 2022 rates of pay may be subject to further increase. See Appendix A-21.

2.2 Employees temporarily assigned to higher-rated positions shall receive the higher rates while occupying such positions.

2.3 Employees temporarily assigned to lower-rated positions shall not have their rates reduced.

## **SECTION 3 SENIORITY**

**3.1 (a)** The seniority of an extra gang labourer shall be confined to the System or District as outlined in Article 3.6 below, and shall commence from the date of entry into the service as an Extra Gang Labourer covered by this Agreement.

**(b)** When two or more employees are employed in the bargaining unit on the same day, their seniority standing will be determined in the following order:

**i)** last date of entry into Company service; if the same,

**ii)** the local time at which they started work in the bargaining unit; if the same,

**iii)** date on which application for employment was made; if the same,

**iv)** by a drawing of names as arranged by the appropriate Company Officer and the Local Representative.

**3.2** A new employee shall not be regarded as permanently employed until after 3 months' service which service must be accumulated within the preceding 24 months on the Railway on which employed. Within such 3-month period they may, without investigation, be removed for cause which in the opinion of the Company renders the employee undesirable for its service. If removed for cause they shall be provided with a written notice.

**3.3** It will not be necessary for the Trackman or Track Maintainer, having completed their probationary period under Wage Agreement No. 41 to complete a probationary period under Wage Agreement No. 42. They will be paid the maximum rate per hour applicable to a temporary Extra Gang Labourer who has the same amount of cumulative compensated service.

It is also understood that when a temporary Extra Gang Labourer is employed on a regular section gang they will be required to comply with the provisions of Article 9.1 of Wage Agreement No. 41 if they have not previously done so.

**3.4** Before completion of probationary period employees must undergo medical examination as required by the Railway.

**3.5** Seniority lists of all Extra Gang Labourers covered by this Agreement on each of the seniority territories defined in Article 3.6 below, showing name, date of entry into service and seniority standings, shall be updated and posted at the headquarters locations of all employees concerned, on or before March 31 and September 30 of each year. Copies shall be furnished to the Union Representatives of the employees.

- 3.6 Seniority territories for employees governed by this Agreement shall be those Districts as specified in the Machine Operators' Supplemental Agreement for Special Group, Group 1 & 2 Machine Operators, Assistant Operators & Helpers Group 3 & 4 Machine Operators on Gangs.

## **SECTION 4 STAFF REDUCTION**

- 4.1 In the event of reduction of staff in any gang, the senior qualified employees will be retained. Employees laid off in such gang or as the result of displacement will have the right to exercise their seniority in other extra gangs on the District.
- 4.2 Displacement rights must be exercised and work commenced on position of choice within 15 days of displacement, exclusive of any scheduled annual vacation or banked time, except that when employees who are on leave of absence at the time of displacement will be required to exercise such rights prior to resuming duty. An employee failing to exercise such rights shall have their employment relationship terminated, unless satisfactory reason is given.
- 4.3 Employees will be given not less than 10 working days' advance notice when regularly assigned positions are to be abolished, except in the event of a strike or a work stoppage by employees in the Railway industry in which case shorter notice may be given.
- 4.4 An employee who is laid off and who desires to return to the service when work is available, must keep the proper officers of the Company advised of their address in order that they may be readily located when their services are required. Recall to service shall be by registered mail. Failure to respond to such recall within 15 days of the date the registered letter was sent to the employee's last known address, shall result in severance of employment relationship, unless satisfactory reasons are given.
- 4.5 Extra Gang Labourer positions will be included in the initial seasonal work crew bulletin. Extra Gang Labourers will be required to bid on these positions and these positions will be awarded in seniority order. Extra Gang Labourers not securing a position on the initial bulletin will be recalled to service in order of seniority when staff is increased or when vacancies occur. (See Articles 9.15b, 10.4 and 10.14c)
- 4.6 Articles 4.4 and 4.5 do not apply in cases of employment for under thirty days' duration where the employee has steady work of thirty days or more elsewhere.

## **SECTION 5 TRANSFERS**

- 5.1 Extra Gang Labourers may be transferred temporarily from one District to another, or on the opening of new lines without loss of seniority standing on the District from which transferred and transfer will be given in writing if requested. Transfers if extended beyond one year, shall be subject to agreement between the TCRC MWED President and the appropriate officer of the Railway.

**SECTION 6  
HOURS OF SERVICE AND MEAL PERIODS**

6.1 In emergencies employees shall not be required to work more than sixteen (16) hours continuously without a rest of eight (8) hours; no employee shall be required to work more than six (6) hours without food.

**Note:** (See letter dated November 8, 1985, Appendix A-2)

**SECTION 7  
DURATION OF AGREEMENT**

7.1 This Agreement, effective January 1, 2018 as amended and updated, shall remain in full force and effect until December 31, 2022, and thereafter, subject to six months' 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 June 30, 2022.

SIGNED AT Calgary, Alberta this 11th day of May, 2017.

For Canadian Pacific:

For the Teamsters Canada Rail Conference -  
Maintenance of Way Employees Division:

Director, Labour Relations  
Canadian Pacific

President,  
TCRC MWED