

Letter of Understanding - Spare Work (Page 1)

Letter of Understanding between CN Rail and UTU Locals No. 1778 & 1923

Spare Work

United Transportation Union Employees desiring extra spare work will be called for such subject to the following provisions:

1. Employees wishing NOT to receive calls for extra work will advise Crew Dispatcher of such and a record will be stamped in the CATS system to reflect they do not wish to be called or canvassed for extra work. They will remain unavailable and will not be called until such time as they make themselves available as per item #2 (below).
 2. Employees wishing to receive calls for extra work will be required to mark themselves up onto an availability list using CATS, Crewtalk or by contacting the Crew Dispatcher directly.
 3. Once Employees have recorded their intention for accepting spare work in the system, they will remain there until such time as:
 - a) The Employee removes their name from the list using CATS, Crewtalk or by advising the Crew Dispatcher, or
 - b) The Employee refuses or is unavailable for the call.Employees will be able to view their standing on the availability list using the CATS system.
 4. Employees so marked up for extra work, will be called on a seniority basis once the spare board has been exhausted, provided such call will not interfere with their regular assignment. Employees may choose not to accept a call with no disciplinary repercussions except that such Employee will not be called again until such time as they make themselves available for extra work per Item #2 above.
 5. The local calling procedures for **spare yard work** will be as follows:
 - a) Spareboard, if there is one established at the affected terminal.
 - b) Availability list - Employees in yard service in same terminal, on days off provided that it does not conflict with regular assignment.
 - c) Availability list - Employees in yard service on assignment, which does not conflict with assignment where spare work occurs.
 - d) Availability list - Employees in road service in same terminal, provided that it does not conflict with regular assignment.
 - e) Availability list - outlying terminals within the same zone.
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Spare Road Work & Guarantee (Page 2)

6. The local calling procedures for **spare road work** will be as follows:
 - a) Spareboard, if there is one established at the affected terminal.
 - b) Availability list - Employees in road service in same terminal, provided that it does not conflict with regular assignment.
 - c) Availability list - Employees in yard service in same terminal, on days off provided that it does not conflict with regular assignment.
 - d) Availability list - Employees in yard service on assignment, which does not conflict with assignment where spare work occurs.
 - e) Availability list - outlying terminals within the same zone.

Note 1: At locations where calling procedures provide use of "CN employees", they will be called immediately following clause (d) above (Prince George and Vancouver).

Note 2: Least conflicting is to be determined by the Company and no runarounds will be paid.

Note 3: Employees called under "Note 1" will have received at least 3 familiarization tours in yard and/or road service prior to being called.

Note 4: Only those available Conductors on the availability list will be called ahead of Company Officers. The available Conductor, upon application will be entitled to a runaround if not called.

7. Employees working off their regular assignment, who accept calls for extra work will be paid at an overtime rate of one and one half times the base rate of pay for the vacancy called.
8. In the event guarantee is payable during the checking period of the tour or tours involved, the overtime portion of the tour(s) worked will not be applied against the guarantee. For example: Employee works 8 hours at overtime, representing 12 hours pay - 8 hours applies against the applicable guarantee, 4 hours does not apply against the guarantee.

This Letter of Understanding does not serve to prejudice either party in future negotiations, nor will it be used as a basis to compromise any current provisions within the Collective Agreement, nor any positions of the parties with respect to any other operation of the Railway.

Termination & Signatures (Page 3)

Either party may terminate this agreement by providing thirty (30) days written notice.

Signed this **14th** day of April, 2008.

For CN Rail: For UTU Locals 1778 & 1923:

Wade Mart

APPENDIX A (Page 1)

CN Locomotive Engineers Providing Relief on a Tour of Duty Basis

1. Vacancies in assigned or pool service to be filled by the BCR spare board.
2. If the spare board is exhausted, a BCR locomotive engineer booked up for extra work will be called or as outlined in the local calling procedures.
3. If there are no BCR locomotive engineers booked up for extra work, all BCR locomotive engineers at that location will be canvassed to protect the vacancy or as outlined in the local calling procedures.
4. If no BCR locomotive engineers are available or do not respond to the call to fill a vacancy, a CN locomotive engineer from the spare board or as outlined in the local calling procedures, will be called.
5. If the CN spare board is exhausted, a CN locomotive engineer booked up for extra work will be called.

Former BCR Locomotive Engineers Providing Relief on a Tour of Duty Basis

1. Vacancies in assigned or pool service to be filled by the CN spare board.
2. If the spare board is exhausted, a CN locomotive engineer booked up for extra work will be called or as outlined in the local calling procedures.
3. If there are no CN locomotive engineers booked up for extra work, all CN locomotive engineers at that location will be canvassed to protect the vacancy or as outlined in the local calling procedures.
4. If no CN locomotive engineers are available or do not respond to the call to fill a vacancy, a BCR locomotive engineer from the spare board will be called.
5. If the BCR spare board is exhausted, a BCR locomotive engineer booked up for extra work will be called.

Cross Territory Movement (Page 1)

CN Western Region

Canadian National

1108 Industrial Way

Prince George, BC

V2N 5S1

Phone: (250)561-4009

Fax: (250)561-4015

April 22, 2009

Mr. Bryan Boechler

General Chairman - TCRC-CTY

Suite 300, Building No. 2

Whitemud Business Park

9622 - 42nd Avenue

Edmonton, Alberta

T6E 5Y4

Mr. John Holliday

General Chairman - TCRC-CTY

Division 105

3394 William Avenue

North Vancouver, BC

V7K 2Z9

Dear Sirs:

Reference our discussions in Vancouver April 7, 2009 regarding the intent of the parties to create a seamless and transparent process for employees to transfer between TCRC-CTY Division 105 and TCRC-CTY Agreement 4.3.

The Parties agree to the following:

1. The Company will bulletin all new road assignments and work trains of 15 days or more to all locations within Western Canada as regional bulletins.
2. Employees assigned to road service will be permitted to bid the regional bulletins regardless of which Collective Agreement they are working under at the time.

3. April 1 and October 1 change of card under Article 301(a) of the TCRC-CTY Division 105 agreement will be bulletined to all locations within Western Canada as regional bulletins. Employees in any class of service will be eligible to bid.
 4. Transfers between Collective Agreements will only be recognized and accepted as permanent transfers.
 5. In application of 107.42 and 148.11 of Agreement 4.3 employees' original seniority date with the TCRC-CTY Division 105 will apply.
 6. Positions will be awarded to senior applicant(s) based on seniority ranking within the collective agreement the position is advertised.
 7. Upon being awarded the position, successful applicants will be governed by the terms and conditions of the Collective Agreement under which the position works.
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Agreement Details and Signatures (Page 2)

8. Employees of the TCRC-CTY Division 105 in road service will be permitted to transfer to a terminal in unassigned service under the provisions of Article 107.47 of agreement 4.3.
9. All employees in both road and yard service will be permitted to request to move from a surplus to a shortage terminal within Western Canada (Article 107.59 of the 4.3) at each change of card.
10. Employees laid off on one territory must exhaust their seniority under that same collective agreement prior to being permitted to exercise their seniority to a position under the other collective agreement.

Yours truly,

For: Doug Van Cauwenbergh
Director Labour Relations

Name	Title
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Bryan Boechler	General Chairman, TCRC-CTY 4.3
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John Holliday	General Chairman, TCRC-CTY Division 105
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Letter of Understanding - Locomotive Engineer's Spare Work (Page 1)

Letter of Understanding between CN Rail and Teamsters Canada Rail Conference Division 105

Locomotive Engineer's Spare Work

Locomotive Engineers desiring extra spare work will be called for such subject to the following provisions:

1. Locomotive Engineers wishing **NOT** to receive calls for extra work will advise Crew Dispatcher of such and a record will be stamped in the CATS system to reflect they do not wish to be called or canvassed for extra work. They will remain unavailable and will not be called until such time as they make themselves available as per item #2 (below).
 2. Locomotive Engineers wishing to receive calls for extra work will be required to mark themselves up onto an availability list using CATS, Crewtalk or by contacting the Crew Dispatcher directly.
 3. Once Locomotive Engineers have recorded their intention for accepting spare work in the system, they will remain there until such time as:
 - a) The Locomotive Engineer removes their name from the list using CATS, Crewtalk or by advising the Crew Dispatcher, or
 - b) The Locomotive Engineer refuses or is unavailable for the call, or
 - c) The Locomotive Engineer has accepted a call.Locomotive Engineers will be able to view their standing on the availability list using the CATS system.
 4. Locomotive Engineers so marked up for extra work, will be called on a seniority basis once the spare board has been exhausted, provided such call will not interfere with their regular assignment. Locomotive Engineers may choose not to accept a call with no disciplinary repercussions except that such Locomotive Engineer will not be called again until such time as they make themselves available for extra work per Item #2 above.
 5. The local calling procedures will be as follows:
 - a) Spareboard, if there is one established at the affected terminal.
 - b) Auxiliary Spareboard, if there is one established at the affected terminal.
 - c) Availability list - Locomotive Engineer in same terminal, on days off provided that it does not conflict with regular assignment (days off
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Agreement Details and Signatures (Page 2)

considered to be from time off duty from the last trip of cycle or assignment until eight (8) hours prior to first trip after days off).

d) Availability list - Locomotive Engineer on assignment which does not conflict with assignment where spare work occurs.

e) Availability list - outlying terminals within the same zone.

Note: At locations where calling procedures provide use of "CN employees", they will be called immediately following clause (e) above.

Note: Least conflicting is to be determined by the Company and no runarounds will be paid.

Note: Only those available Locomotive Engineers on the availability list will be called ahead of Company Officers. The available Locomotive Engineer, upon application will be entitled to a runaround if not called.

6. Locomotive Engineers working off their regular assignment, who accept calls for extra work will be paid at an overtime rate of one and one half times the base rate of pay for the vacancy called.
7. In the event guarantee is payable during the checking period of the tour or tours involved, the overtime portion of the tour(s) worked will not be applied against the guarantee. For example: Locomotive Engineer works 8 hours at overtime, representing 12 hours pay - 8 hours applies against the applicable guarantee, 4 hours does not apply against the guarantee.

This Letter of Understanding does not serve to prejudice either party in future negotiations, nor will it be used as a basis to compromise any current provisions within the Collective Agreement, nor any positions of the parties with respect to any other operation of the Railway.

The parties agree to meet within 60 days from the signing date of this Letter of Understanding to discuss proposed changes to Article 33 of the Collective Agreement.

This agreement is effective May 19th, 2006 and may be terminated by either party by providing thirty (30) days written notice.

Signed this **28** day of May, 2006.

For CN Rail: For TCRC Division 105:

Letter of Understanding (Page 1)

Between

CN Rail and CAW Local 110

CN Rail and CAW Local 110 have agreed to the following as a basis for complete restoration of the provisions of Articles 33.3 (6) and 33.5 (4) and (5), 'Filing On'.

1. Engineers will not be permitted to file on an assignment unless it is in the terminal.
2. Engineers will not be permitted to file on assignments that are on days off.
3. The effective date initially advertised on a bulletin can be subsequently changed as required when closing out the bulletin. The successful applicant, if not filed on the assignment, will move to the assignment when it was next scheduled for work.
4. Engineers forced away from their home zone will not be permitted to file on road or yard assignments in the home zone. They will return when successful by bid. In the event an auxiliary spareboard or spareboard position is available, they may file on such position provided the railway has sufficient manpower at the location they are vacating, to allow them to return to the home zone.
5. Engineers owning a position in the home station, can only bid an auxiliary spareboard position (in accordance with Article 26.8.2) advertised in the home station and move to the position if successful by bid.

This Agreement is effective September 1st, 2004 and may be terminated by either party by providing thirty (30) days written notice.

Signed in North Vancouver this 25th day of August, 2004.

For CN Rail: For CAW Local 110:

Memorandum of Agreement - Staffing and Seniority Issues (Page 1)

Memorandum of Agreement

Between

Canadian National Railway

And

United Transportation Union (CN)

And

United Transportation Union locals 1778 and 1923 (BCR)

Re: Staffing and Seniority Issues between employees on CN and the former BC Rail

This agreement addresses seniority issues that arise out of the intermingling of employees covered by the CN-UTU Agreement 4.3 that applies to employees working in the CN Western Canada ("CN Territory") and the BCR-UTU agreement that applies to employees working on the former BCR territory ("BCR Territory").

Collective Agreements

1. Other than when called on a tour of duty basis, the BCR-UTU Collective Agreement will apply to employees working a permanent or temporary position on the BCR Territory and Agreement 4:3 will apply to employees working a permanent or temporary position on the CN Territory, regardless of the territory from which the employees originated.
2. For the purpose of the filling of permanent or temporary vacant positions, the parties agree that the provisions of the collective agreement applying to a territory will be exhausted before employees of the other territory are used to fill vacancies on that territory.

Seniority Lists

3. The names of employees who, on October 1, 2005 hold seniority as a Trainperson under the BC Rail Collective Agreement shall be added, in seniority order to the bottom of the seniority list for Conductors, Assistant Conductors, Assistant Conductors Yard and Conductors Yard under Agreement 4.3. Such employees shall be accorded a seniority date on such seniority lists as of October 1, 2005.

Seniority Details (Page 2)

4. The names of employees who, on October 1, 2005 hold seniority as a Conductor, Assistant Conductor, Assistant Conductor Yard or Conductor Yard under Agreement

4.3 shall be added to the bottom of the seniority list for Trainpersons under the BC Rail Collective Agreement in the order of their ranking on the Assistant Conductor Yard Seniority list. Such employees shall be accorded a seniority date on the seniority list as of October 1, 2005.

5. The Company will post the combined seniority lists in accordance with the posting requirements of each collective agreement. Seniority standings shall be subject to appeal for ninety (90) days after seniority lists are posted. Where a protest involving seniority standing is not satisfactorily settled, the employee may turn the matter over to the Local Chairman to be progressed.
6. New employees hired after October 1, 2005 will be added to the bottom of the integrated BCR and CN seniority lists.

Seniority Territory

7. The seniority territory for Trainmen on the BCR territory and on CN territory shall be merged and will form part of both collective agreements.

Preference Rights

8. Employees who, on September 30, 2005 hold seniority as a Trainperson under the BCR Collective Agreement shall be identified on the combined seniority list referred to in item 5. Employees who maintain a continuous employment relationship with the Company shall have preference, in seniority order in filling of positions which are operated on the former BCR Territory. This clause will form part of the 4.3 agreement as an addendum.
9. Where circumstances occur where employees from adjacent operations in different territories (i.e. North Vancouver or Prince George) are combined, or new work is performed that crosses former geographical boundaries, the parties agree allocation of such joint work between employees covered by the two collective agreements will be made on the basis of the relative proportion of the work taking place over the historical geographic boundaries of the two territories. It is not the intent of this provision to re-assign work or create an assignment to work on territory that historically belonged to the other territory.

Filling Vacancies & Signatures (Page 3)

Filling Vacancies on a Tour of Duty Basis

10. For the purposes of filling vacant yard positions on a tour of duty basis across collective agreements, the following changes are made to terminals that are common on both territories:
- a) The North Vancouver Terminal in the BC Rail collective agreement will include Lynn Creek.
 - b) The Prince George Terminal in the BC Rail collective agreement will include the Prince George Terminal as outlined in Agreement 4.3.
 - c) The Greater Vancouver Terminal in Agreement 4.3 will include the BCR North Vancouver Terminal.
 - d) The Prince George Terminal as outlined in Agreement 4.3 will include the BCR Prince George Terminal.
 - e) Employees called to work on a tour of duty basis or to familiarize on either territory will be paid in accordance with the collective agreement governing the position from which called.

Signed in Prince George, BC, on the 26th day of October, 2005.

FOR THE COMPANY FOR THE UNIONS

Joe Torchia Bryan Boechler

CN Labour Relations UTU (CN) General Chairperson

Donna Crossan Sylvia LeBlanc

CN Labour Relations UTU (BCR) General Chairperson