

AGREEMENT NO. 7.1

RATES OF PAY AND RULES
Between
ONTARIO NORTHLAND RAILWAY
and
THE BROTHERHOOD OF MAINTENANCE
OF WAY EMPLOYEES
Expires December 31, 1998

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SECTION 1

Definition of Maintenance of Way Employees

1.1 By Maintenance of Way Employees is meant employees working in the Track and Bridge and Building Departments, for whom rates of pay are provided in this agreement.

1.2 Labourers in extra gangs, unless those engaged practically all year round, shall not be considered as coming under this agreement.

1.3 The use of the masculine gender in this Collective Agreement includes the feminine and vice versa.

SECTION 2

Hours of Service and Meal Period

2.1 Eight consecutive hours, exclusive of meal period (which shall be one hour unless otherwise mutually arranged) shall, except as otherwise provided, constitute a day's work.

NOTE: See Understanding No. 1

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

2.3 Notwithstanding the provisions of Clause 2.2, the starting time for employees not living in boarding cars or other mobile units may be established or changed to meet the requirements of the service. When the starting time is to be changed, forty-eight hours' advance notice will be given to the employees affected and, when practicable, the notice will be posted promptly in a place accessible to such employees. The appropriate Local and Area Chairman shall be advised of any change in starting time.

2.4 (a) Notwithstanding the provisions of Clause 2.2, the starting time for employees living in boarding cars or other mobile units, or for employees who would ordinarily be accommodated in boarding cars or other mobile units, may be established or changed to meet the requirements of the service. When the starting time is to be changed, as much advance notice as possible, but not later than at the completion of the previous tour of duty, shall be given the employees affected and, where practicable, the notice will be posted promptly in a place accessible to such employees. The appropriate Local and Area Chairman shall be advised of any change in starting time.

(See Miscellaneous Letters of Understanding, letter dated March 13, 1970.)

(b) Regular assigned employees shall be allowed straight time for wet or stormy days, provided they remain on duty.

2.5 Any change in starting time is subject to employees being afforded eight hours' rest between tours of duty.

2.6 Where two shifts are worked, the starting time of each shift shall be established to meet the requirements of the service. The provisions of Clauses 2.3 or 2.4, as the case may be, apply in respect of any change of starting time.

2.7 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 Clauses 2.3 and 2.4 do not apply hereto.

2.8 In changing or establishing starting times, due consideration will be given to the availability of public transportation, when applicable.

2.9 The periods of advance notice in respect of changes in starting time contained in Clauses 2.3 and 2.4 may, by immediate consent between the employees affected and their mutual supervisor, be reduced in any particular situation to meet local conditions. The General Chairman will be advised.

2.10 When eight hours of continuous service are required in regular operations, twenty minutes will be allowed in the fifth hour of service for a meal without loss of pay when the nature of the service permits.

2.11 Employees' time will start and end at designated tool houses, outfit cars or shops. Where local conditions necessitate it temporarily, other designated assembly points may be established by mutual agreement between the Local or General Chairman and the appropriate representatives of the Railway.

2.12 In isolated areas with limited transportation, hours worked and days off will be modified to suit transportation availability. In such cases, proper company and union officers will establish schedules. Such schedules will be issued with accommodation information and attached to seniority lists.

SECTION 3

Hours of Rest

3.1 In emergencies employees shall not be required to work more than sixteen hours continuously without a rest of eight hours. Employees in snow plow service shall be allowed eight hours' rest after sixteen hours' service, if desired, provided such rest is requested on arrival at a terminal, except when the main track is blocked and no one else is available.

SECTION 4

Work Week

4.1 The work week for all employees covered by this agreement, unless otherwise excepted herein, shall be forty hours consisting of five days of eight hours each, with two consecutive rest days in each seven, subject to the following modifications: the work weeks may be staggered in accordance with the Railways' operational requirements. This clause 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 Clause 8.6 for definition of work week.)

4.2 Various work cycle arrangements may be established by mutual agreement between the proper officer of the company and the union. Such work cycle variations may include 10 work days followed by 4 rest days, 15 work days, followed by 6 rest days, 4 work days (10 hours each) followed by 3 rest days, 8 work days (10 hours each) followed by 6 rest days, etc. Where such agreement is reached the parties will make a joint application to the Minister of Labour. Any request by either party will not be refused by the other without good reason.

SECTION 5

Assignment of Rest Days

5.1 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 on 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.

Accumulation of Rest Days

5.2 On positions where it is not reasonably practicable to provide regular relief each week, the rest day or days for which relief is not provided may be accumulated and granted at a later date. Such accumulation shall not exceed ten days and rest days so accumulated shall be allowed consecutively when ten days have been accumulated. However, the accumulation of a greater number of rest days and their allowance at longer intervals may be arranged by mutual agreement between the officers of the Railway and the General Chairman.

Non-Consecutive Rest Days

5.3 In the event that a situation arises which makes it impracticable to assign consecutive rest days to all employees the following procedure shall be followed.

5.4 All possible regular relief positions shall be established pursuant to Clauses 6.1, 6.2 and 6.3.

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

5.6 Accumulation of rest days under Clause 5.2 shall be considered.

5.7 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.

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

5.9 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 days per week, the number of regular assignments necessary to avoid this may be made with two non-consecutive days off.

5.10 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.

SECTION 6

Relief Assignments

6.1 All possible regular assignments with five days' work per week and two consecutive rest days (subject to Clauses 5.3 to 5.10, 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.

6.2 Where situations exist making it impracticable to establish relief assignments in accordance with the above, the representatives of the employees and the company may, by mutual agreement, arrange for relief assignments in accordance with the above, the representatives of the employees and the company 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.

6.3 Regular relief assignments may on different days have different starting times, duties and work locations, provided such starting times, duties and work locations are those of the employee or employees relieved.

SECTION 7

Work on Unassigned Days

7.1 Where work is required by the company to be performed on a day which is not part of any assignment, it may be performed by an available laid-off or unassigned employee who will otherwise not have forty hours of work that week. In all other cases by the regular employee.

NOTE: See Understanding No. 2.

SECTION 8

Overtime and Calls

8.1 Except as otherwise provided, when employees are required to work in excess of eight hours per day, they shall be paid for overtime on actual minute basis at the rate of time and one-half.

8.2 Except as otherwise provided, work in excess of forty 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 Clause 5.2.

8.3 Except as otherwise provided, employees working more than five 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 Clause 5.2. In instances where employees work modified hours and days other than eight (8) hours per day, five (5) days per week, any work performed outside of assigned hours will be paid at overtime rates.

8.4 There shall be no overtime on overtime; neither shall overtime hours paid for, other than hours not in excess of eight paid for on holidays or for changing shift, be utilized in computing the forty hours per week, nor shall time paid for in the nature of arbitraries or special allowances such as attending court, deadheading, travel time, etc., be utilized for this purpose, except when such payments apply during assigned working hours in lieu of pay for such hours, or where such time is now included under existing rules in computations leading to overtime.

8.5 An employee called in case of emergency or a temporary urgency outside of his/her regularly assigned hours, after having been relieved, shall be paid a minimum of three hours at overtime rates for which three 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 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.

8.6 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 and for laid-off or unassigned employees shall mean a period of seven consecutive days starting with Monday.

8.7 Employees shall not be required to suspend work in regular working hours to equalize overtime.

8.8 All overtime earned shall be shown as a separate item on the pay cheques of employees.

8.9 Overtime Banking

Employees desiring to bank overtime may elect to do so under the following criteria:

- * The half time associated to overtime may be banked up to a total of 24 hours per calendar year. This limit may be replenished throughout the year.
- * Banked time must be taken in full day increments or the employee may elect to receive the pay.
- * Employees must have cleared or be scheduled to clear their hours account by December 15. If the account is not cleared then the employee will be paid the balance in cash.
- * Payment will be based on the current rate of pay at the time the banked time is used.
- * Time off must be requested in advance, unless bona fide illness. (Company will monitor)
- * Time off will be subject to Company service requirements and no additional cost to the Company.
- * Implementation of the Overtime Banking arrangement will be subject to the development of an appropriate computer system.

SECTION 9

Work on Rest Days

9.1 Employees required to work on regularly assigned rest days, except when these are being accumulated under Clause 5.2, shall be paid at the rate of time and one-half.

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

NOTE: See Understanding No. 18.

SECTION 10

General Holidays

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

10.2 An employee who qualifies in accordance with Clause 10.4 hereof, 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.

New Year's Day	Jean Baptiste Day
Day following	(Quebec only)
New Year's Day	Dominion Day
(Ontario only)	Civic Holiday
Good Friday	Labour Day
Easter Monday	Thanksgiving Day
(Substitution for	Christmas Day
Remembrance Day)	Boxing Day
Victoria Day	

NOTE: If the Legislative Legal Body designates "Heritage Day" or such other day as a General Holiday, the day so designated by the Legislative Legal Body shall be substituted for "the day after New Year's Day" in Ontario and "the first Monday in August" in the Province of Quebec.

(See letter dated March 5, 1982)

10.3 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 therefor 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.

10.4 In order to qualify for pay for any one of the holidays specified in Clause 10.2, an employee:

- (a) must have been in the service of the company and available for duty for at least 30 calendar days. This Clause (a) does not apply to any employee who is required to work on the holiday;
- (b) must be available for duty on such holiday if it occurs on one of his/her work days excluding vacation days.

This Clause (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 he/she will be notified not later than the completion of his/her shift or tour of duty immediately preceding such holiday that his/her services will be required;

- (c) must be entitled to wages for at least 12 shifts or tours of duty during the 30 calendar days immediately preceding the general holiday. This Clause (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 sick benefits and authorized maternity leave will be included in determining the 12 shifts or tours of duty referred to in this Clause (c).

10.5 A qualified employee whose vacation period coincides with any of the general holidays specified in Clause 10.2, shall receive an extra day's vacation with the pay to which the employee is entitled for that general holiday

10.6 An assigned employee qualified under Clause 10.4 and who is not required to work on a

general holiday shall be paid eight hours' pay at the straight time rate of his/her regular assignment. An employee whose wages are calculated on a daily hourly basis shall, for a general holiday on which he/she is not required to work, be paid at least the equivalent of the wages he would have earned at his regular rate of wages for his normal hours of work.

10.7 An unassigned or spare employee qualified under Clause 10.4 and who is not required to work on a general holiday shall be paid eight hours' pay at the straight time rate applicable to the position in which such employee worked his/her last tour of duty prior to the general holiday.

NOTE: In the application of this Clause 10.7 for employees paid on the basis of a specified number of hours per four-week period "eight hours' pay at the pro rata hourly rate" shall be deemed to be a day's pay.

10.8 An employee who is required to work on a general holiday shall be paid, in addition to the pay provided in Clause 10.6, at a rate equal to one and one-half times his/her regular rate of wages for the actual hours worked by him/her on that holiday with a minimum of three hours for which three hours' service may be required, but an employee called for a specific purpose shall not be required to perform routine work to make up such minimum time.

10.9 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 Clause 10.6 shall be paid in addition to the regular compensation for such four-week period.

10.10 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.

10.11 Pump repairers paid on the basis of 179.3 hours per four-week period and qualified under Clause 10.7 and who are not required to work on a general holiday shall be paid eight hours at the straight time rate and this time shall be included in making up the 179.3 hours.

Close-Down for Christmas and New Year's Holidays

10.12 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 close-down, required by the Company to work additional days over and above their normal work week prior to such close-down, the additional days so worked will be recognized as shifts or tours of duty for which the employee is entitled to wages in the application of Clause 10.4(c). Where such close-down occurs and the Company does not require the employees to work additional days as a consequence thereof, the number of working days in the period of close-down will be credited in the application of Clause 10.4(c).

SECTION 11

Travelling or Detained on Orders of the Company

11.1 Employees when detained for conveyance and while travelling on passenger trains on orders of the company 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 accommodations is provided for them.

NOTE: See Understanding No. 14.

11.2 Employees will be paid for time travelling in boarding and sleeping cars, on orders of the company under the following conditions only:

- (a) during regular working hours, or
- (b) outside regular working hours provided that such employees are schedule for duty the following day. This also applies to those employees who choose to travel to the new location with the boarding cars.

Payment under the foregoing conditions will be at straight time rates.

11.3 Employees not travelling in boarding and sleeping cars when such cars are moved on orders of the company 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.

11.4 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 Clause 11.2.

11.5 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.

11.6 Employees' time spent travelling to and from the designated assembly point during assigned hours will be included in a day's pay.

11.7 Employees' time spent travelling on track motor cars or Company-operated vehicles outside of assigned hours shall be paid at the time and one-half rate except:

while travelling 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.

11.8 Notwithstanding the provisions of Clause 11.7 employees' time spent travelling prior to regular starting time shall be paid at time and one-half rate.

11.9 The travelling time referred to in Clause 11.7 and 11.8 will not be used in computing daily or weekly overtime.

SECTION 12

Snow Service (Track Forces Only)

12.1 Foremen and operators in charge of snow plows or spreaders in snow service will be paid the rate of Extra Gang Foreman 30 or more employees.

NOTE: See Understandings Nos. 3,4.

12.2 A trackman or track maintainer who actually assists a foreman in the operation of snow plow or flanger or when actually required to operate a spreader in snow service in conjunction with a snow plow, will be paid the rate Work Equipment Machine Operator Group II. This clause will also apply to a leading track maintainer who is not required at that time to relieve the foreman on his/her section. His/her track maintainer seniority will apply.

NOTE: See Understanding No. 5.

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

NOTE: See Understanding No. 6.

12.4 Snow Plow Foremen and Wingmen will be called as per letter of understanding dated January 3, 1996.

SECTION 13

Seniority

13.1 Except as otherwise provided in Clause 27.14, a new employee shall not be regarded as permanently employed until after 65 working days' service, which service must be accumulated within the preceding 24 months. Within such 65-day period he/she may, without investigation, be removed for cause which in the opinion of the company renders him/her undesirable for its service. If removed for cause, he/she shall be provided with a written notice following his/her written or verbal request. If retained, his/her seniority in the maintenance of way department shall commence from the date of entry into the service as a maintenance of way employee under this agreement.

When two or more employees commence work in the same seniority group on the same day, the procedure for establishing their relative seniority shall be as follows:

- (a) The employee who commenced work at the earliest hour of the day shall be senior;
- (b) When the employees commenced work at the same hour, the employee who commenced work in any of the Maintenance of Way Departments first will be senior."
- (c) All other things being equal they shall be placed on the seniority list as mutually agreed between the proper officer of the Company and the System Federation General Chairman of the Brotherhood.

13.2 In the event of an employee leaving the service when his/her services are required, upon re-entering the service, he/she shall rank as a new employee.

NOTE: See Understanding No. 15.

13.3 Probationary employees, if qualified, shall have preference of employment over the engagement of new probationary employees.

Seniority Lists

13.4 Complete lists of all maintenance of way employees covered by this agreement, showing their seniority standing in their respective departments and dates of promotion to higher classifications therein, shall be prepared and posted not later than March 1st of each year, a copy of which shall be furnished representatives of the employees and a copy of the list posted at headquarters of each gang. The current seniority lists issued by the company will show the seniority of all employees in all classifications as per the collective agreement.

13.5 Separate lists will be prepared for employees in the track department, bridge and building department and all other groups governed by this agreement.

13.6 All lists shall be open for correction on proper representation, which representation must be made by August 31st of each year. If no exceptions are taken by August 31, the seniority dates shall be established as correct and not changed thereafter except by mutual agreement between the System Federation General Chairman or his/her authorized representative and the appropriate officer of the company.

13.7 For employees engaged in specialized classes of work which justify other specified seniority territories, these may be established by agreement between the System Federation General Chairman and the appropriate officer of the company.

13.8 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 System Federation General Chairman and the appropriate officer of the company.

Seniority Lists:

Track Mntce. Foremen	Trackmen/Truck Drivers
Extra Gang Foremen	Trackmen
Asst. Extra Gang Foremen	Spec.Group Mach. Operators
Shovel & Crane Operators	Machine Operators - Group #1
Spreader Operators	Machine Operators - Group #2
Rail Welders	Machine Operators - Group #3
Front End Loader & Bulldozer Operators	
Snow Plow Foremen	

13.9 Employees hired after April 1, 1996 and who are subsequently laid off for a consecutive period of twenty-four (24) months will be removed from the seniority list.

Promotion

13.10 Employees shall be promoted in each of the departments in order of seniority, provided they are qualified. Employees qualifying for foremen's positions must be able to read and write English and/or French.

NOTE: See Understanding No. 7.

SECTION 14

Vacancies and New Positions

NOTE: See Understanding No. 8.

14.1 Except as otherwise provided in Clauses 14.4 to 14.6 inclusive, employees shall be advised by bulletin every second week of all vacancies or new positions in their department (except official positions), including the positions of Extra Gang Foreman and Assistant Foreman. Bulletins will be posted promptly in places accessible to all employees affected. A copy of each bulletin will be furnished to the Area Chairman and the General Chairman.

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

14.2 Bulletins will show classification of position (if temporary, the expected duration), location, and full particulars such as living accommodation, and water available, etc. In addition, bulletins will indicate the name of the employee who vacated the position and the reason for doing so. For example: Vice: Joe Reid - on sick leave.

14.3 Employees desiring bulletined positions will submit written application, which application must reach the designated officer not later than the tenth day after the date of the bulletin. Applicants must forward copy of their application to the Local Chairman. Applicants bidding on more than one position on the same bulletin must state, in order, their preference.

14.4 (a) Except as otherwise provided below, temporary vacancies of less than twenty-two calendar days required by the Company to be filled, in positions subject to being bulletined in accordance with Clause 14.1, shall be filled by the senior qualified employee immediately available, subject to the provisions of Clause 21.9. An employee who does not exercise his/her seniority to such a temporary vacancy of less than twenty-two (22) days will not forfeit any seniority.

Where there are two or more employees filling temporary track maintainer vacancies at one location and one of them is being displaced, the senior temporary employee will be given the first opportunity to exercise his displacement rights to a more preferred location. This option is not available if the senior employee would then be subject to layoff.

(b) 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 Clause 14.4 other than by bid will, at the conclusion of such temporary vacancy, revert to his/her former position.

14.5 (a) An employee obtaining a temporary vacancy of twenty-two days or more by bid in his/her own classification will, at the conclusion of such temporary vacancy, revert to his/her former permanent position or displace a junior employee filling a temporary vacancy (provided the position will be in existence for more than fourteen days) or displacement in accordance with 14.7.

(b) In the application of this rule, if a Trackman/Track Maintainer does not hold a permanent position he/she must displace a junior Trackman/Track Maintainer holding a temporary position that will continue for more than 14 days. A Trackman/Track Maintainer failing to displace in accordance with this provision will thereafter rank junior on the seniority list to the person he/she could have displaced.

14.6 (a) An employee obtaining a temporary vacancy of twenty-two days or more by bid in a higher classification must exercise his/her seniority on the first permanent vacancy that becomes available in the higher classification and fill such vacancy at the conclusion of the temporary position. If no such permanent vacancy becomes available he/she must exercise his/her seniority to displace a junior employee holding a bulletined temporary position in the higher classification provided such temporary position is expected to be in existence for twenty-two days or more.

Where there are two or more employees filling temporary track maintainer vacancies at one location and one of them is being displaced, the senior temporary employee will be given the first opportunity to exercise his displacement rights to a more preferred location. This option is

not available if the senior employee would then be subject to layoff.

(b) An employee who does not bid on the first permanent vacancy in the higher group or who fails to displace in a bulletined temporary position of twenty-two days or more as provided for in Clause 14.6(a), shall only be permitted to use his/her seniority in his/her former lower classification to bid on future positions bulletined in the higher classification.

(c) A Trackman/Track Maintainer, not holding a bulletined permanent position who fails to bid the first permanent vacancy as such shall thereafter rank junior on the seniority list to the person appointed to such position.

(d) An employee working as an Extra Gang Foreman, Assistant Extra Gang Foreman, Machine Operator or Truck Driver, but not holding Track Maintenance Foreman or Assistant Track Maintenance Foreman seniority, will be permitted to apply for advertised temporary vacancies in the Track Maintenance Foreman and Assistant Track Maintenance Foreman classifications without forfeiture of seniority in their classifications. If such an employee is successful in obtaining a temporary vacancy of Track Maintenance Foreman or Asst. Track Maintenance Foreman, he will not be released to fill the position until completion of his assignment, but will accumulate seniority in the classification from the date of the award. In the meantime, such temporary vacancy will be filled by the next senior applicant without the necessity of re-advertising the position.

NOTE: This article will only apply to employees holding seniority in Agreement 7.1 who have successfully completed the Training Program in accordance with Clause 27.12.

When a permanent vacancy occurs for an A.T.M.F. or T.M.F., Trackman/Truck Driver, Extra Gang Foreman or Asst. Extra Gang Foreman holding seniority in these classifications must bid on them or forfeit seniority in these classifications as per 14.6(b).

14.7 (a) An employee obtaining a temporary vacancy of twenty-two (22) days or more by bid in a higher classification must exercise his seniority on the first permanent vacancy that becomes available in the higher classification and fill such vacancy at the conclusion of the temporary position. If no such permanent vacancy becomes available he must exercise his seniority to displace a junior employee holding a bulletined temporary position in the higher classification provided such temporary position is expected to be in existence for fourteen (14) days or more.

(b) An employee who does not bid on the first permanent vacancy in the higher group or who fails to displace in a bulletined temporary position of twenty-two (22) days or more as provided for in Article 14.7(a), shall only be permitted to use his seniority in his former lower classification to bid on future positions bulletined in the higher classification.

14.8 An employee who is unable to exercise his/her seniority to fill another position in such higher classification in accordance with Clause 14.6(a), shall revert to his/her former permanent position and retain his/her seniority rights in the higher classification.

14.9 An employee who obtains a position by bid in a lower classification when work is available in the higher classification shall forfeit his/her seniority in such higher classification.

14.10 A qualified employee awarded a higher classification (except Trackman/Truck Driver) by bulletin will be accorded a seniority date from the date of appointment on bulletin in such classification and in all lower-rated classifications in which he/she is qualified to work and in which he/she had not previously established seniority. Employees awarded seniority of Trackman/Truck Driver will also establish seniority of Trackman if not holding seniority in this classification already.

14.11 An employee who has applied for a position may cancel his/her application provided written cancellation reaches the designated officer and the Local Chairman two days prior to next regular date for issuing of bulletin, or two days prior to expiration of individual bulletin, otherwise he/she will not be permitted to do so. An employee may bid on a vacancy created by himself/herself but will not be appointed to such vacancy unless there are no other applicants, or until it again becomes vacant.

14.12 Appointments shall be made by the office issuing the bulletin. The name of the appointee and his/her seniority number will be shown on the next bulletin. Employees shall be permitted to assume positions to which awarded within 15 calendar days of the date of the bulletin making the appointment and must assume such position within 30 calendar days of such appointment or on completion of their present or subsequent, temporary assignments except that employees bidding from one temporary position to another must assume the position immediately after appointment. Seasonal jobs which are bid several weeks in advance will be excluded from this rule and will be so noted on the circular.

14.13 Bulletined positions may be filled temporarily with the senior qualified employee immediately available in accordance with Section 15.4, pending assignment of the successful applicant.

14.14 Any appeal against appointment must be made in writing within thirty calendar days from the date of issue of bulletin covering such appointment.

14.15 In the event of a vacancy or new appointment occurring in the departments enumerated in Clause 13.5 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. This section does not apply to employees working under Agreement #7.2.

14.16 An employee who, while occupying a position in a lower classification, fails to exercise his/her seniority to a bulletined position in a higher classification shall forfeit his/her seniority in such classification.

14.17 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, or on the opening of new lines, without losing their seniority standing and transfer will be given in writing, if requested. Transfers, if extended beyond one year, shall be subject to agreement between System Federation General Chairman and the appropriate officer of the company.

14.18 Supervisor Seniority

All employees who have had their seniority frozen as a result of having accepted permanent positions not covered by this agreement will be given a one-time opportunity, for a specified period of time, to have their seniority in all classifications in which they held seniority fully reinstated by paying the Brotherhood all monthly union dues retroactive to the date their seniority was frozen. Such payment will be in lump sum or as arranged between the Brotherhood and the Company. In order to continue their seniority standing, employees who elect this option, as well as any employees who hereafter accept permanent positions not covered by this collective agreement, must continue to pay the monthly dues as set by the Brotherhood from time to time. If they decide to suspend the payment of union dues, their seniority will be frozen as of the month in which such payment is stopped. Employees who elect the seniority buy-back option as described herein will not hereafter have another such opportunity if they stop paying union dues in future.

An employee accepting an official position may only be returned to his/her former position if such change is made within a period of one year, and after one year he/she may displace the junior permanent employee of his/her class.

An employee temporarily promoted to an official or excepted position will continue to pay union dues and revert to his/her former position held prior to promotion. The appropriate officer of the Company shall advise the local representative concerned of such promotion, including the expected duration thereof. Employees temporarily promoted may only bid on permanent vacancies, however, if they held a temporary position in the bargaining unit prior to being promoted, they may return to that temporary position upon being released provided that a junior employee is working the position at the time.

14.19 (a) 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 his/her former permanent position bulletined as permanent.

(b) A vacancy created as a result of an employee being absent account illness or injury, which is required to be filled, will be considered as temporary for up to one year. Should the employee not return to work within a period of one year, the position, if still required, will then be advertised as permanent unless otherwise mutually agreed between the proper officer of the company and the General Chairman. If such employee returns to work after one year, he/she will be required to exercise displacement rights.

Positions Not Subject to Rules of Promotion

14.20 The positions of track and bridge watchman, and signal man at highway or railway (non-interlocked) crossing 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 System Federation General Chairman and the appropriate officer of the company.

14.21 Watchmen at each location shall have preference of shift, based on seniority as watchmen, provided that, by mutual agreement between local committees and representatives of the company rotation of shift may be arranged.

14.22 In the event of reduction of forces in positions mentioned in Clause 14.20, the employee with the longest service under this agreement shall have preference of employment. It is understood, however, that an able-bodied employee may be displaced by a disabled employee under the provisions of Clause 14.20.

NOTE: See Understanding No. 9.

NOTE: In the application of Sections 14.20 and 14.22 see letter dated April 26, 1982.

SECTION 15

Staff Reduction and Recall

15.1 Not less than four working days' advance notice will be given when regularly assigned positions are to be abolished, except in the event of a strike or work stoppage by employees in the Railway Industry, in which case a shorter notice may be given.

15.2 Except as otherwise provided in Clauses 14.4 and 14.10, an employee whose position is abolished or who is displaced or notified he is to be displaced due to a reduction in staff must displace a junior employee in his/her classification. If unable to hold work in his/her own class or group he/she shall, within five (5) calendar days, if qualified, displace a junior employee in a lower class or group in which he/she had established seniority. An employee failing to exercise his/her seniority in accordance with this provision, unless prevented by illness or other cause for which bona fide leave of absence has been granted, shall forfeit his/her seniority under this agreement.

When Extra Gang Foremen and an Asst. Gang Foremen are unable to exercise his/her seniority to fill another position in such higher classification, he/she shall exercise his/her seniority and may displace a junior employee holding a bulletined temporary position that is expected to be in existence for fourteen (14) days or more.

15.3 When staff is increased or when vacancies of twenty-two days or more occur, laid off employees shall be recalled to service in seniority order in their respective classifications. Failure to respond to such call within fifteen days of the date an employee is notified at his/her last known address shall result in severance of employment relationship, unless satisfactory reason is given.

15.4 Temporary positions or temporary vacancies of under twenty-two days' duration shall be filled in seniority order by qualified laid off employees living at or near the work location, provided they are immediately available. Laid off employees shall not be required to accept recall to vacancies of less than twenty-two days when they have steady employment elsewhere.

15.5 A laid off employee who desires to return to the service when work is available for him/her must keep the proper officer advised of his address and telephone number, in order that he may be readily located.

SECTION 16
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SECTION 17
Manning New Lines or Extensions

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

SECTION 18

Discipline

18.1 No employee shall be suspended (except for investigation), disciplined or discharged until a fair and impartial investigation has been conducted and his responsibility established. Minor incidents will be handled by use of an informal investigation procedure.

18.2 Informal Investigations

(a) Investigations of minor incidents will be handled as quickly as possible and subsequently reviewed with the employee(s) concerned.

(b) In cases where the assessment of discipline is warranted, the employee will be advised in writing within 28 calendar days from the date the incident is reviewed with him unless otherwise mutually agreed. A copy of the Report of Incident and a copy of the Form 200 issued will be sent to the General Chairman on the property and the Local Chairman.

(c) When an employee is notified of the conclusions reached by the Company, and of the discipline assessed, if any, he shall, if such are not acceptable to him, have the right to exercise one of the following options:

(i) if he/she is not in accord with the conclusions reached by the Company he/she may, within 20 calendar days of receipt of such notification, so advise the proper officer of the Company and request a formal investigation under the procedures set forth in Section 3 hereof; or

(ii) if he/she accepts the conclusions reached by the Company but he/she is not in accord with the discipline assessed, he/she may initiate an appeal of the discipline in accordance with the grievance procedure of the collective agreement, but commencing with Step II.

18.3 Formal investigations

(a) A formal investigation will be held:

(i) in the case of an employee committing an alleged dismissable offense;

(ii) when an employee is alleged to have committed a minor offense where the seriousness of such offense might warrant discipline to the extent that when added to his/her current record could result in discharge for accumulation of demerit marks;

(iii) when an employee is alleged to have been involved in a major incident;

(iv) when an employee is involved in an incident where the need for information and appropriate documentation is required by order, regulation or Company requirements.

(b) When required to attend a formal investigation, an employee will be given at least 24 hours' notice in writing. The notice will include the date, time, place and subject matter of the hearing.

(c) Where an employee wishes to have an *accredited representative appear with him/her at a hearing and such a representative cannot be made available for the time set for the hearing, the employee, either directly or through an accredited representative, may seek a delay in the hearing sufficient for the Union to have an accredited representative made available. Concurrence to such a request will not be unreasonably withheld by the proper

officer of the Company. Application of this provision will not result in a need for a second notice period under the terms of Item (b) above.

* For the purposes of the provision, the following Brotherhood Officers will be considered accredited representatives:

System Federation General Chairman,
Federation General Chairmen,
General Chairmen,
Area Chairmen,
Local Chairmen, and
Grievance Representatives

(d) Where an employee so wishes, an accredited representative may appear with him/her at the hearing. Prior to the commencement of the hearing, the employee will be provided with a copy of all the written evidence as well as any oral evidence which has been recorded and which has a bearing on his/her involvement. The employee and his/her accredited representative will have the right to hear all of the evidence submitted and will be given an opportunity through the presiding officer to ask questions of the witnesses (including Company Officers where necessary) whose evidence may have a bearing on his/her involvement. The questions and answers will be recorded and the employee and his/her accredited representative will be furnished with a copy of the statement.

(e) If corrective action is to be taken, the employee will be so notified in writing of the Company's decision within 28 calendar days from the completion of the employee's investigation, unless otherwise mutually agreed. Such notification will be given at the same time or after the employee is personally interviewed by the appropriate Company Officer(s) unless the employee is not available for such an interview within the time limit prescribed.

(f) An employee may be held out of service with pay pending the complete investigation and notice provided to the Local Chairperson.

(g) Except as otherwise mutually agreed, the investigation officer shall be an individual who is in the best position to develop all of the relevant facts, provided such individual is not emotionally involved with the incident.

18.4 (a) In determining corrective action, only the employee's discipline record of the last five years prior to the incident under investigation will be considered.

(b) Suspension will commence from the date the employee is removed from service. Dismissal will be effective on the date the decision is made to dismiss the employee.

(c) An appeal against discipline imposed may be initiated at Step II of the grievance procedure. When discipline imposed is a suspension or dismissal, appeal shall be initiated at Step III. Should discipline after appeal be found to be unjust, resulting in cancellation of such discipline, the employee will be paid at schedule wages for each day lost, exclusive of any amount earned in other employment. He/she will also be reimbursed for any reasonable expenses incurred if required to be away from home in connection with the investigation.

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Grievances

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

Step I

The aggrieved employee, the Local Chairman or his/her duly authorized representative shall present the grievance in writing to his/her immediate supervisor within twenty-eight calendar days from the date of the cause of the grievance and a decision shall be rendered in writing within twenty-eight calendar days of receipt of the grievance.

Step II

Within twenty-eight calendar days of receiving the decision under Step I, the General

Chairman or the Area Chairman may appeal the decision in writing to the Chief Engineer. A decision shall be rendered in writing within twenty-eight calendar days of receipt of the appeal.

Step III

Within twenty-eight calendar days of receiving the decision under Step II, the System Federation General Chairman or his/her authorized representative may appeal the decision in writing to the President. A decision shall be rendered in writing within twenty-eight calendar days of receipt of the appeal.

18.7 A grievance under Clause 18.6 shall include a written statement of the grievance and where it concerns the interpretation of alleged violation of the collective agreement, the statement shall identify the section and paragraph of the section involved.

18.8 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 Clause 18.9.

18.9 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 Clause 18.6 within the prescribed time limits specified, the claim will be paid. The application of this clause shall not constitute an interpretation of the collective agreement.

18.10 Time limits referred to in Clause 18.6 may be extended by mutual agreement between the parties referred to in each such step.

SECTION 19

Final Disposition of Grievances

19.1 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 for final and binding settlement without stoppage of work.

19.2 A request for arbitration shall be made within sixty 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 in accordance with the procedure established by the Canadian Railway Office of Arbitration.

19.3 The time limits specified in Clause 19.2 may be extended by mutual agreement between the System Federation General Chairman and the officer designated by the company.

19.4 The settlement of a grievance shall not under any circumstances involve retroactive pay beyond a period of sixty calendar days prior to the date such grievance was submitted to the immediate supervisory officer in accordance with Clause 18.6.

SECTION 20

Leave of Absence and Transportation

20.1 (a) Employees shall be granted leave of absence and passes, or reduced rates, in accordance with the general regulations or practice of the Company.

(b) If an employee is granted leave of absence, concurred in by the General Chairman, for a period of six months or less, he/she may retain his/her position for that period. If his/her leave of absence is extended beyond six months, his/her position will be bulletined vacant at once and he/she may retain his/her seniority for an additional six months after which time his/her employment relationship is terminated. This is not intended to apply in cases of sickness and/or disability which are, in the opinion of the Chief Engineer and the General Chairman, bona fide.

(c) Upon notification, an employee who must serve a period of incarceration as a result of a conviction arising from the operation or use of a motor vehicle, shall be granted a leave of absence without pay up to three (3) months in order to serve the period of incarceration. Such

period of leave will not be credited towards accumulation of service.

20.2 (a) Leave of absence and free transportation shall be granted to members of duly appointed committees for the adjustment of matters in dispute between the company and the employees and/or to act as a delegate to union activity, within 10 days after request in writing has been made to the proper officer.

(b) Employees elected or appointed to a union position of Local Chairman or higher shall be granted leave of absence for the term of office. Applications for, or renewal of such leaves must be made by the union to the President. An employee who is on authorized leave of absence for union activities will continue to hold and accumulate seniority previously established. Upon returning to the scheduled ranks, he may exercise his full seniority accordingly.

20.3 Employees shall, if desired, be granted leave of absence and free transportation in accordance with company policy to attend their meetings. Such free transportation shall not extend beyond the system. Leave under this provision will be allowed provided that good service can be maintained and provided the Company is not put to any additional expense.

20.4 Employees laid off through reduction, when re-engaged within one year, shall be granted free transportation on the system to place of work.

20.5 Opportunity and free transportation shall be given to employees for getting to their place of residence at weekends, when such leave will not interfere with the prosecution of the work.

20.6 Upon request of foreman made with consent of employees in the gang and approval of the proper officer of the company, special arrangements may be made to vary starting times on Friday and/or Monday to permit employees to travel to and from home.

20.7 When employees move from one point to another by order of the company, or in the exercise of their seniority rights, their household effects shall be transported free of charge.

20.8 Where an automobile mileage allowance is paid, the Company's policy will apply.

SECTION 21

Meals and Lodging

21.1 Employees called to work outside of their regular working limits, requiring their absence beyond regular working hours, shall be supplied with boarding car or given an opportunity to procure meals when necessary, no employee shall be required to work more than five hours without food.

21.2 Employees boarding in company or contractor's outfits shall not be required to pay for meals.

21.3 Where it has heretofore been the practice in boarding outfits, one employee shall be allowed one hour for cooking dinner and one hour for cooking supper. This will not apply where meals are furnished by boarding car contractor or where a foreman is boarding the employees.

21.4 In large gangs time will be increased sufficiently for him/her to perform this duty. Foremen shall be held responsible if there is any excess time devoted to cooking. Employees performing in this service shall not be paid for time in excess of that period on any day to other labourers in his/her gang. Notwithstanding the provisions of Clause 21.4, the company may elect to employ a suitable cook.

21.5 When it can be done without in any way interfering with the work, employees shall be permitted to take meals at their homes.

21.6 Bridge and building road gang cars, welding gang and extra gang foreman's cars or other cars generally used throughout the year, 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 regulated in accordance with the governing legislation.

21.7 Employees taken off their assigned territory or regular boarding outfits, to work temporarily on snow or tie trains, or other work, shall be compensated in accordance with Section 21.10. This shall also apply under similar conditions to pump repairers when taken away from their headquarters and to pumpmen away from their regularly assigned territory.

21.8 Except as otherwise provided in Clause 27.5, an employee required to relieve a foreman temporarily will receive the foreman's rate of pay as specified in Clause 26.1. When such employee is required to be absent from his place of residence to fill other than a bulletined vacancy, he shall be paid in accordance with Section 21.10. If such a position is not filled under the provisions of Clause 14.4 (a) and (b) then the company shall have the right to fill a foreman's vacancy, which is not bulletined, by an employee living at the location where the vacancy occurs. Such employee may be displaced by a senior qualified employee. In such instance, the latter shall not be entitled to the daily expense allowance referred to in this clause.

21.9 Employees required by the company to remain away from their headquarters overnight or employees who have no headquarters and are required to be absent from their place of residence overnight, including Relief Foremen who fill temporary assignments of less than 22 days duration, will be entitled to claim expenses, without producing receipts as follows:

a) \$22.50 for meals for each day the employees are schedule for work at the discretion of the company at locations where bunkhouses, boarding cars or other company supplied premises with batching facilities are provided.

b) \$85.00 for expenses for meals, lodging and travel for each day employees are required by the company to work at locations where bunkhouses, boarding cars or other premises are not provided. If employees are staying in Moosonee, they will be entitled to claim \$100.00 per day.

Examples:

i) If an employee leaves his headquarters or place of residence on a Monday morning and returns the next day (Tuesday), he will be entitled to claim 2 x \$85.00 provided that he is required to perform service at the away from home location on such Tuesday prior to returning to his headquarters.

ii) If an employee leaves his headquarters or place or residence on a Monday morning and returns the following Friday, he will be entitled to claim 5 x \$85.00 provided that he is required perform service at the away from home location on such Friday prior to travelling back to his headquarters.

NOTE: For the purposes of this Section 21.9 (b) only, the per diem amounts will be increased by the same percentage increase applied to rates of pay as negotiated between the parties in a renewal collective agreement effective January 1, 1999. This increase does not apply to subsequent renewal agreements.

c) Employees who work four hours or more of overtime continuous with regular hours will be entitled to claim a snack allowance of \$4.50 (ie: after 12 hours on duty for employees regularly assigned to 8 hour shifts and after 14 hours on duty for employees regularly assigned to 10 hour shifts).

d) The Company retains the right to determine which of the foregoing will apply or by mutual agreement with the employee, where reasonable distances are involved, pay the employee the going mileage rate to travel to and from his place of residence provided such distance is 65 kilometres or more from his place of residence by the most direct route.

e) It is understood that the assistance provided under this Section 21 is limited to those employees required to be absent from their headquarters, boarding cars, or for employees without a headquarters, from their place of residence, to work at a location which is more than 65 kilometres in one direction from their place of residence by the most direct route.

f) The per diem payment for expenses provided for under subparagraph (a) and (b) will supersede any form of living, meals and/or transportation expense allowances which are

currently provided by the Company.

Note: Reimbursement may be made through the direct deposit payroll system once per pay period by adding it to the regular wages as a separate item.

Note: The provisions of this Section 21.9 will become effective on the first of the month following the signing of this Memorandum of Agreement.

SECTION 22

Attending Court or Investigations

22.1 Employees attending court or investigations at the request of the proper officer of the company, or required to attend inquests in which the company 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 examinations 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

22.2 An employee who is summoned/subpoenaed for jury duty or court attendance (not as a plaintiff, defendant or voluntary witness) and is required to lose time from his/her scheduled assignment shall be paid for actual straight time lost with a maximum of one basic day's pay at straight time rate of his/her assigned position (for running trades, actual mileage lost or a basic day, whichever is applicable), for each day lost. Any amounts paid by the court for attendance, excluding meal, lodging and transportation costs, shall be remitted to the Company. To qualify for such payments the employee must furnish the Company with a statement from the court requiring attendance, jury/witness allowances paid, and the days which attendance was required. An employee who has been allotted his/her vacation dates may reschedule such vacation because he/she is called for jury duty.

SECTION 23

Bereavement Leave

23.1 Upon the death of an employee's spouse, child, or parent, the employee shall be entitled to four days bereavement leave without loss of pay provided he/she has not less than three months cumulative compensated service.

Upon the death of an employee's brother, sister, step-parent, step-brother, step-sister, grandparent, grandchild, brother-in-law, sister-in-law, father-in-law, or mother-in-law, the employee shall be entitled to three days' bereavement leave without loss of pay provided he/she has not less than three month's cumulative compensated service.

23.2 It is the intent of this Article to provide for the granting of leave from work on the occasion of a death as aforesaid, and for the payment of his/her regular wages for that period to the employee to whom leave is granted.

23.3 An employee who, while on scheduled vacation, becomes eligible for bereavement leave will be able to reschedule the vacation days affected by the bereavement leave. Such vacation will be taken at a time mutually agreeable to the Company and the employee.

NOTE: In the application of this Article "employee's spouse" means the person who is legally married to the employee and who is residing with or supported by the employee provided that, if there is no legally married spouse, it means the person that qualifies as a spouse under the definition of that word in Section 2(1) of the Canadian Human Rights Benefits Regulations, as long as such person is residing with the employee.

SECTION 24

Vacation With Pay

24.1 An employee who, at the beginning of the calendar year, is not qualified for vacation under Clause 24.2 hereof, shall be allowed one working day's vacation with pay for each 25 days' cumulative compensated service, or major portion thereof, during the preceding calendar year, with a maximum of 10 working days until qualifying for further vacation under Clause 24.2

hereof.

24.2 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 years and has completed at least

750 days of cumulative compensated service, shall have his/her vacation schedule on the basis of one working day's vacation with pay for each $16 \frac{2}{3}$ days of cumulative compensated service, or major portion thereof, during the preceding calendar year, with a maximum of 15 working days; in subsequent years, he/she will continue vacation entitlement on the foregoing basis until qualifying for additional vacation under Clause 24.3 hereof.

Note 1: An employee covered by Clause 24.2 hereof, will be entitled to vacation on the basis outlined therein if on his/her fourth or subsequent service anniversary date he/she achieves 1,000 days of cumulative compensated service; otherwise his/her vacation entitlement will be calculated as set out in Clause 24.1 hereof. Any vacation granted for which the employee does not subsequently qualify will be deducted from the employee's vacation entitlement in the next calendar year. If such employee leaves the service for any reason prior to his/her next vacation, the adjustment will be made at time of leaving.

24.3 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 7 years and has completed at least 1,750 days of cumulative compensated service, shall have his/her vacation schedule on the basis of one working day's vacation with pay for each $12 \frac{1}{2}$ days of cumulative compensated service, or major portion thereof during the preceding calendar year, with a maximum of 20 working days; in subsequent years, he/she will continue vacation entitlement on the foregoing basis until qualifying for additional vacation under Clause 24.4 of this section.

Note 2: An employee covered by Clause 24.3 of this section will be entitled to vacation on the basis outlined therein if on his/her 8th or subsequent service anniversary date he/she achieves 2,000 days of cumulative compensated service; otherwise his/her vacation entitlement will be calculated as set out in Clause 24.2 of this section. Any vacation granted for which the employee does not subsequently qualify will be deducted from the employee's vacation entitlement in the next calendar year. If such employee leaves the service for any reason prior to his/her next vacation, the adjustment will be made at time of leaving.

24.4 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 15 years and has completed at least 3,750 days of cumulative compensated service, shall have his/her vacation scheduled on the basis of one working day's vacation with pay for each 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, he/she will continue vacation entitlement on the foregoing basis until qualifying for additional vacation under Clause 24.5 of this section.

Note 3: An employee covered by Clause 24.4 of this section will be entitled to vacation on the basis outlined therein if on his/her 16th or subsequent service anniversary date he/she achieves 4,000 days of cumulative compensated service, otherwise his/her vacation entitlement will be calculated as set out in Clause 24.3 of this section. Any vacation granted for which the employee does not subsequently qualify will be deducted from the employee's vacation entitlement in the next calendar year. If such employee leaves the service for any reason prior to his/her next vacation, the adjustment will be made at the time of leaving.

24.5 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 25 years and has completed at least 6,250 days of cumulative compensated service, shall have his/her vacation scheduled on the basis of one working day's vacation with pay for each $8 \frac{1}{3}$ days of 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 Clause 24.5 hereof, will be entitled to vacation on the basis outlined therein if on his/her 26th or subsequent service anniversary date he/she achieves 6,500 days of cumulative compensated service; otherwise his/her vacation entitlement will be calculated as set out in Clause 24.4 hereof. Any vacation granted for which the employee does not subsequently qualify will be deducted from the employee's vacation entitlement in the next calendar year. If such employee leaves the service for any reason prior to his/her next vacation, the adjustment will be made at the time of leaving.

24.6 In the application of Clause 24.5, the Company will have the option of:

- (i) Scheduling an employee for five weeks' vacation with the employee being paid for the sixth week at pro rata rates; or
- (ii) Splitting the vacation on the basis of five weeks and one week.

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

24.8 In computing service under Clauses 24.1, 24.2, 24.3, 24.4 and 24.5, days worked in any position covered by similar vacation agreements shall be accumulated for the purpose of qualifying for vacation with pay.

24.9 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 100 days in any calendar year, shall be included in the computation of service in that year for vacation purposes.

24.10 An employee who, while on annual vacation, becomes ill or is injured, shall have the right to terminate (temporarily) his/her 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 his/her vacation if within his/her scheduled dates. If the remaining vacation falls outside the employees' scheduled dates, such vacation will be rescheduled as may be mutually agreed between the proper officer of the company and the authorized Local Union representative.

24.11 An employee who, due to sickness or injury, is unable to take or complete his/her annual vacation in that year shall, at the option of that employee, have the right to have such vacation carried to the following year.

24.12 An employee who is entitled to vacation shall take same at the time scheduled. If however, it becomes necessary for the company to reschedule an employee's scheduled vacation dates, he/she 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 his/her regular rate of wages for all work performed during the scheduled vacation period. The rescheduled vacation with pay to which he/she is entitled will be granted at a mutually agreed upon later date.

This Clause 24.12 does not apply where rescheduling is a result of an employee exercising his/her seniority to a position covered by another vacation schedule.

24.13 An employee will be compensated for vacation at the rate of pay he/she would have earned had he/she not been on vacation during such period.

24.14 An employee terminating his/her employment for any reason at a time when an unused period of vacation with pay stands to his/her credit shall be allowed vacation calculated to the date of his/her leaving the service, as provided for in Clauses 24.1, 24.2, 24.3, 24.4 and 24.5 and if not granted shall be allowed pay in lieu thereof.

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

24.16 An employee who leaves the service of his/her own accord or who is dismissed for cause and not reinstated in his/her former seniority standing within two years of date of such

dismissal shall, if subsequently returned to the service, be required to again qualify for vacation with pay as provided in Clause 24.1.

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

24.18 Applications for vacation from employees filed between December 15th of the previous year and January 31st, 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 February of the dates allotted them and unless otherwise mutually agreed employees must take their vacation at the time allotted.

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

24.20 Employees desiring an advance vacation payment must make application for same not later than five weeks prior to commencing their vacation.

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

24.21 Machine Operators will be paid at a Machine Operator's rate if they take vacation outside of the Work Program season.

NOTE: See Letter of Understanding dated Oct. 30/95

24.22 Employees are eligible for overtime on rest days prior to, but not at the end their vacations. If the vacation extends beyond one week, employees will not be eligible on intermediate res days.

NOTE: See Letter of Understanding dated Oct. 30/95.

SECTION 25

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SECTION 26.1**Rates of Pay**

	Effective Jan. 1/97 \$.40/hr	Effective Jan. 1/98 1%	
Track Forces			
(a) Track Maintenance	\$17.111	\$17.282	
Foreman			
Asst. Track			
Maintenance Foreman	16.588	16.754	
Trackman 0- 6 mths	15.182	15.334	
7-24 mths	15.578	15.734	
Over 24 mths	15.655	15.812	
(b) Extra Gang Foreman	>		
Level 1	22.250	22.470	
Level 2	20.500	20.710	
Level 3	19.500	19.700	
Asst. Extra Gang Foreman			
	17.552	17.728	
Snow Plow Foreman, Flanger Foreman and Spreader Foreman covered by Clause 12.1			20.181 20.383
Welder Foreman	19.613	19.809	
Welder Helpers	15.655	15.812	
(c) Trackman/Truck Driver (with crane)			
	18.354	18.538	

NOTE: Upon successful completion of the training program specified in Section 27, employees occupying positions in the following classifications shall be entitled to the following rates of pay:

Track Maintenance Foreman			
8 or more men excluding Foreman			18.936 19.125
Track Maintenance Foreman			
0-7 men excluding Foreman			
	18.354	18.538	
Asst. Track Maintenance Foreman			
	17.060	17.231	

Track Forces

Track Maintainer	16.074	16.235	
Asst. Extra Gang Foreman	18.834	19.022	
Extra Gang Foreman	20.181	20.383	
(d) Signalmen, Bridgetenders - manual operation and watchmen			
1st year's service	14.875	15.024	
2nd year's service	15.113	15.264	
Thereafter	15.258	15.411	
Minimum prob. rate (Clause 26.4)			
	11.929	12.048	

NOTE: 254 days' work, including probationary period specified in Clause 13.1 shall constitute one year's service.

B. & B. Forces

(e) B. & B. Foreman	19.613	19.809	
Painter Foreman	18.042	18.222	
Carpenters -			
1st year	17.718	17.895	
2nd year	17.886	18.065	
Thereafter	18.042	18.222	

Bridge or Rough Carpenters -		
Less than 2 years' experience		
	15.881	16.040
3rd Year	16.110	16.271
4th Year	16.425	16.589
Thereafter	16.673	16.840
Painters -		
1st year	17.307	17.480
Thereafter	17.529	17.704
Bench Carpenters, Plumbers, Pipefitters, Tinsmiths, Blacksmiths, Rail Welders, Pump Repairers, Masons, Bricklayers, Plasterers, Electricians -		
Less than 2 years' experience		
	17.678	17.855
2 years & under 3	18.079	18.260
3 years & under 4	18.552	18.738
Full Rate	19.013	19.203
Leading Hand Carpenter	19.090	19.281
Helpers to all classes of Mechanics		
	15.655	15.812
Oiler Helper	15.827	15.985
Full Time Truck Driver	16.203	16.365
B. & B. Gang Labourers (including - Bridge Tenders - Mechanical Operation)		
Probationary Period	11.930	12.049
Balance of 1st year	14.875	15.024
2nd year	15.113	15.264
Thereafter	15.258	15.411

NOTE: Two hundred and fifty-four (254) day's work including probationary period shall constitute one year's service.

Shift Differentials

26.2 Effective March 26, 1992 employees whose regularly assigned shifts commence between 1400 and 2159 hours shall receive a shift differential of 35¢ per hour, and employees whose regularly assigned shifts commence between 2200 and 0559 hours shall receive a shift differential of 40¢ per hour. Overtime shall not be calculated on the shift differential nor shall the shift differential be paid for paid absence from duty such as vacations, general holidays, etc.

26.3 Four or more years' experience as a helper with the Railway will count, upon promotion to the mechanics' classification, as two years' experience as a mechanic.

26.4 The minimum hourly rate for probationary employees as defined in Clause 13.1 shall be specified in Clause 26.1 (c) and (d).

This Clause 26.4 does not apply in respect of employees who on entering the service can show evidence of six months' service in similar work on any Railway.

An employee who, on entering the service can show evidence that he/she has had six months' service as a Trackman on any Railway will receive the rate of trackman 7 - 24 months.

An employee who, on entering the service can show evidence that he/she has, in accordance with the provisions of Section 27 hereof, received the training and is qualified in any of the classifications referred to in Clause 26.1 (a) or (b), shall upon filing a position in such classifications be paid the rate applicable to qualified employees in those classifications.

26.5 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 System Federation General Chairman and officers of the Railway under the provisions of Clause 13.10, the rates to be paid and any special conditions shall be mutually agreed upon between the System Federation General Chairman and the proper officer of the Railway.

26.6 Employees temporarily assigned to higher-rated positions shall receive the higher rates in accordance with Clauses 26.1 and 27.5, while occupying such positions.

26.7 Employees temporarily assigned to lower-rated positions shall not have their rates reduced.

Compensation for Additional Positions or Classifications

26.8 When additional positions or classifications are created, compensation shall be fixed in conformity with agreed rates for similar positions or by agreement between System Federation General Chairman and officers of the Railway.

SECTION 27

Training (Track Forces Only)

27.1 Employees taking training under this Training Program shall, for the purpose of this agreement, be designated as follows:

(a) Regular Employee: An employee holding a position as an Extra Gang Foreman, an Assistant Extra Gang Foreman, a Track Maintenance Foreman, an Assistant Track Maintenance Foreman, a Track Maintainer, or a Trackman, prior to January 1, 1978, or an employee being qualified as a Track Maintainer pursuant to paragraph (b) below.

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

27.2 A Regular Employee will be required to take training and attempt the qualifying tests in all classifications in which he/she holds seniority. In instances where an employee requests that he/she not be required to take training because of particular circumstances, his/her case will be reviewed by the System Federation General Chairman or his/her authorized representative, and proper officer of the Company. In the event such employee does not take training, he/she 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/she relinquishes it in accordance with the provisions of this agreement.

27.3 A Regular Employee will not be permitted to apply for or take training for promotion until he/she has successfully completed the qualifying tests in his/her present classification.

27.4 (a) A regular employee hired prior to January 1, 1978, who applies for and successfully completes training for promotion must, when his/her seniority entitles him/her, accept such promotion. Such employee failing to accept promotion shall only be permitted to use his/her seniority in his/her former lower classification to bid on future positions bulletined in the higher classification.

(b) An employee hired on or after January 1, 1978, who applies for and successfully completes training for promotion must, when his/her seniority entitles him/her, accept such promotion. Such employee failing to accept promotion shall be released from service, unless otherwise mutually agreed.

27.5 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 his/her own, such senior employee has not had the opportunity to take training and

qualify. Until he/she takes training, such senior employee shall, while occupying a position in a higher classification, be paid the rate applicable to qualified employees.

27.6 An employee selected for training must attend and actively participate in all training sessions.

27.7 While in training, an employee will be paid at the rate of pay he/she would have received had he/she not been in training and will be allowed away-from-home expenses in accordance with Section 21.10. Time spent travelling, outside of regular working hours, up to a maximum of eight (8) hours in any day will be paid to employees directed by the company to attend training at any away-from-home location. No time will be paid to those employees required to travel sixty-five (65) kilometres or less to the training location.

27.8 When regular rest days coincide with the classroom training session, other rest days off will be given without loss of pay.

27.9 If, through mutual agreement in writing between the employee and the appropriate company officer an employee's annual vacation is rescheduled to enable him/her to attend the Training Program, the provisions of Clause 24.12 shall not apply and the employee affected shall be granted his/her vacation at a mutually convenient later date.

27.10 The company shall provide each employee taking training with text books and/or written material required for training which will remain the property of the company and must be returned on request or on leaving Maintenance of Way service.

27.11 Employees will, when required, assist other employees to learn and understand the various aspects of their jobs.

27.12 The requirements for qualification in each classification, the training and corresponding tests to be given will be established by the company. System Federation General Chairmen will be given an opportunity to review written course material to be used in the training program.

Track Maintenance Course >prior to appointment

Drivers Licence prior to appointment

CROR "D" Book prior to appointment

Basic First Aid 12 months

Basic CPR 12 months

Track Foreman Course 12 months

27.13 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 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.

When training is delayed, employees would not be penalized and would qualify for the higher rate after two years for Track Maintainers and one year for Track Maintenance Foremen. Once training has been provided, any employee who fails will have their rates reduced.

27.14 A Trainee must qualify as Track Maintainer prior to accumulating two years of cumulative compensated service. A Trainee who fails twice on the Track Maintainer's test during such two year period will be released from service or in the case of 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 his/her former position.

27.15 A Regular Employee who fails twice on any test will be considered for further testing on his/her 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 his/her supervisor requesting an appointment.

27.16 An employee who fails any test and claims he/she did not have a proper test may

appeal the decision under the provisions of Clause 18.6, starting at Step II.

27.17 Notwithstanding the provisions of Clause 13.9, an employee may accept promotion to a higher classification and will be paid the untrained rate, in order of seniority prior to taking training in such classification. An employee so promoted must complete the training and become qualified within 12 months from the date he/she is promoted to such higher classification or be returned to his/her former position and forfeit any seniority acquired through such promotion.

27.18 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.

27.19 An employee who has successfully passed all tests in a classification will receive a card certified by the Chief Engineer. An employee becoming qualified in the classification of Extra Gang Foreman or Track Maintenance Foreman will also receive a diploma certified by the Chief Engineer.

SECTION 28

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SECTION 29

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SECTION 30

Benefits

Life Insurance Upon Retirement

30.1 An employee who retires from the service with a Company pension will be provided a \$6,000 death benefit. If retirement on pension is earlier than age 65 and an employee's term life insurance extended to age 65, the death benefit will be provided at age 65.

Dental Plan

30.2 The Dental Plan shall be that Plan established by the Dental Plan Agreement dated November 30, 1979, as revised, amended or superseded by any Agreement to which the parties to this collective agreement are signatories.

Employee Benefit Plan

30.3 Refer to the appropriate supplemental agreement for provisions governing:

- * Weekly Indemnity
- * Medicare Allowances
- * Extended Health Care

Continuation of Benefits

30.4 Health and Welfare Benefits applicable to active employees will continue until age 65 for employees:

- (a) Retiring with a Company pension and who have 15 years of continuous employment relationship, or
- (b) Who qualify for a Disability Pension under Ontario Northland's Pension Plan.

Injured on Duty

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

Worker Compensation/Weekly Indemnity

30.6 In order to facilitate the return to active duty, where an employee is deemed fit to return to modified work, by his/her attending physician, Worker Compensation or the company physician, he/she may be assigned, temporarily, to any position anywhere within his/her home

terminal. The intent of this practice is to work towards returning injured and disabled employees to their regular assignment. When dealing with positions or groups of employees whose nature of work takes them throughout the system, then the assignment under this provision shall follow similar practices. In such instances the employee will be compensated his/her normal basic rate of pay/guarantee or the rate of the temporary assignment, whichever is greater.

30.7 In the event that an employee's claim for worker's compensation benefits is challenged either by the Company or the Worker's Compensation Board, or if such claim is delayed for more than two weeks, from the time reported, the employee may apply for Weekly Indemnity benefits. Applications for Weekly Indemnity benefits under this provision, will be processed in the normal manner as regular weekly indemnity claims and will be adjudicated in accordance with our weekly indemnity provisions excluding the required that the injury/illness cannot be work related. In making application for weekly indemnity benefits under this provision the employee will be required to complete a waiver directing that should the WCB claim be approved, WCB will reimburse the Company's insurance carrier directly. This means that the employee must submit both parts A and B of the weekly indemnity claim and provide additional information if required.

SECTION 31

Employment Security and Income Maintenance Plan

31.1 The provisions of the current Supplemental Agreement governing the Employment Security and Income Maintenance Plan will apply to employees covered by this Agreement.

SECTION 32

Certificate of Service

32.1 Employees leaving the service of the Railway shall be furnished with certificate of service, if requested.

SECTION 33

General

Cleaning Latrines

33.1 Employees shall not be required to clean out public station latrines or septic tanks.

Stoves in Tool Houses

33.2 The use of stoves will be permitted in tool houses.

Performance of Maintenance of Way Work by Employees Outside of Department

33.3 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 his/her division or department of maintenance of way service.

33.4 Left blank intentionally.

Distribution of Pay Cheques

33.5 Employees will be paid every other Thursday in accordance with the Memorandum of Agreement dated December 20, 1967.

33.6 All employees will be required to enroll in mandatory direct deposit.

SECTION 34

Applicable to Track Forces Only

Line of Promotion

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

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

* Section 14.10 does not apply to these classifications.

(b) An employee who has established seniority as an Assistant Extra Gang Foreman prior to January 1, 1978 shall not be required to take training or establish seniority as Extra Gang Foreman. Such an Assistant Extra Gang Foreman shall be paid the rate specified in Clause 26.1 (b).

(c) An Assistant Extra Gang Foreman who takes training and becomes qualified as an Extra Gang Foreman must accept promotion as Extra Gang Foreman when seniority entitles him/her. Failure to do so or being found unqualified as an Extra Gang Foreman, will result in forfeiture of his/her Extra Gang Foreman seniority; however, in such case the employee shall retain entitlement to the rate specified in the "NOTE" to Clause 26.1 (b) while working as Assistant Extra Gang Foreman.

Trackman/Track Maintainer

34.2 (a) 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 27.

(b) The position of Trackman/Track Maintainer is to be regarded as one which has been assigned in accordance with the provisions of Section 14.12 and which has been worked, in the preceding eighteen months, by the Trackman/Track Maintainer assigned to it or by the senior Trackman/Track Maintainer who has displaced him/her.

(c) 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 Clause 34.2 (d) shall have preference of employment in order of seniority in any extra gangs. Such employees must return to a position in that classification on their seniority territory when properly notified that such work of an expected duration of forty-five days or more is available to them and failing to do so will forfeit their seniority in that classification.

NOTE: See Understanding No. 11.

(d) A Trackman/Track Maintainer whose position was abolished will have prior rights to return to his/her former position if such position is re-established within a period of eighteen months, except that such prior rights will not extend over a Senior Trackman/Track Maintainer who has been displaced and is exercising seniority to displace a junior employee.

Special Maintenance and Extra Gangs

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

NOTE: See Understanding No. 12.

(b) 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.

(c) Extra gangs shall not be used to take the place of regular section gangs.

Section Houses and Dwellings

34.4 (a) Where provided, the company 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 company 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.

(b) Regular section houses shall be for the use of track maintenance foremen and their families only, unless with the consent of the occupants.

(c) 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.

NOTE: See Letter of Understanding dated Dec. 20/95

(d) Where it is necessary to transport water for the use of the employees living in company 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 company, it may be obtained on company time.

Special Pay Provisions

34.5 (a) Labourers in extra gang engaged practically all year round shall be paid the same rates as trackmen, or, if qualified as such, as track maintainers.

(b) A track maintenance foreman required to leave his/her own section gang or put in charge of a combination of more than two section gangs, to put in switches, lift, line or surface track, shall be paid the rate of track maintenance foreman 8 or more employees.

(c) Employees who successfully complete the training program Extra Gang Foreman, shall be paid the maximum Extra Gang Foreman rate while so employed.

(d) Extra Gang Foremen holding seniority as such prior to January 1, 1978, in charge of extra gangs of 30 employees or over, or who have had 12 months' service or more as Extra Gang Foreman, shall be paid the maximum rate for Extra Gang Foremen while so employed.

SECTION 35

Applicable to B & B Only

Composition of B & B Gang

35.1 A bridge and building gang will be composed of:

1st Foreman,

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

3rd Bridgemen, who shall be rough carpenters capable of performing the duties required with a saw, axe and hammer, and have a general experience in bridge work.

4th Bridge and building gang labourers, who shall be capable of performing such work as may be assigned to them.

Pump Repairs - 179.3 Hour Employees

35.2 (a) 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 160 straight-time hours and 19.3 hours at time and one-half at the rate to which such employees may be entitled under the provisions of Clause 1 (d) of Article 26.

NOTE: When any employee works less than his/her regular 160 hours in a four-week period, the 19.3 hours referred to in Clause 35.2 (a) will be prorated as per practice currently in effect.

(b) If required to work in excess of 179.3 hours per four-week period, exclusive of time occupied in travelling, such hours will be paid as follows:

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

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

(c) Should an employee take a position paid on the basis of Rule 35.2 (a), and remain on such position for a period of less than twelve weeks, the period so engaged will be recognized

as the cumulation period for the employee. In such circumstances, overtime compensation will be calculated in relation to the total overtime hours worked prorated over the number of weeks actually engaged during the twelve-week period. This does not apply to employees who work for periods of less than one week.

(d) They shall be assigned one regular rest day per week, Sunday if possible, and service on such assigned rest day shall be governed by Clauses 9.1 and 11.1 Hours paid for on such assigned rest days shall not be included in computing the 179.3 hours per four-week period.

(e) Where in regular practice such employees were allowed one 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.

(f) Ordinary maintenance or construction work not heretofore required on Sunday shall not be required on the sixth work day of the work week.

Special Pay Provisions

35.3 (a) Carpenters employed in the bridge and building 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 for bench carpenters.

(b) Rates provided for bridge and building gang labourers will not apply to casual labourers temporarily employed as such, provided that regular bridge and building 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 bridge and building gang labourer's rates.

(c) A bridge and building foreman having his/her gang increased to twenty employees or over, for the supervision of whose work he/she is responsible, shall receive sixty (60) cents per day in addition to his/her regular rate of pay.

NOTE: See Understanding No. 16.

SECTION 36

Interpretation

36.1 It is agreed that the Ontario Northland Railway and the Brotherhood of Maintenance of Way Employees representing the maintenance of way employees shall confer promptly upon notice from either party to the other with respect to any questions which may arise regarding the interpretation of this Agreement.

SECTION 37

Deduction of Dues

37.1 The Agreement signed at Montreal, Quebec on February 7, 1953 by and between the Railways and the respective labour organizations providing in Article 3 for the deduction of dues is made a part hereto, as Appendix "A", as are subsequent amendments thereto, and employees hereby will be subject to these provisions. See Appendix "A".

SECTION 38

Jurisdiction

38.1 For the carrying out of this Agreement, the company shall, except as otherwise provided, deal only with duly authorized committees of its maintenance of way employees. At the beginning of each year the System Federation General Chairman will furnish the company with the names of the committees authorized to deal with such matters.

SECTION 39

Printing of Agreements

39.1 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. This will include the cost of printing updated pages.

SECTION 40

40.1 "The System Federation General Chairman and the Proper Officer of the company shall

confer promptly upon notice from either party to the other with respect to any questions which may arise regarding the interpretation or application of this agreement. Interpretations or applications that are agreed to will be concluded in mutual agreement in writing between the System Federation General Chairman and the Officer of the company. Unless otherwise specified, the Chief Engineer is the company officer responsible for interpretations and the administration of the agreement.

Should either the Brotherhood or the company desire to revise an article or articles, a written statement containing the proposed change shall be given and a conference held within thirty (30) calendar days.

If any of the changes referred to above cannot be settled by mutual agreement during the term of the collective agreement, such changes may be progressed during the next open period of the agreement."

Duration of Agreement

40.2 This Agreement as amended and updated, shall remain in full force and effect until December 31, 1998 and thereafter, subject to three 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 September 30, 1998.

For Ontario Northland
Railway

K. J. Wallace
President

For The Brotherhood of
Maint. of Way Employees

R. F. Liberty
System Fed. Gen.

Chairman

UNDERSTANDINGS

With the exception of the following understandings, all previous understandings between the company and the Brotherhood of Maintenance of Way Employees are null and void.

NO. 1 - SECTION 2.1

Question: How are employees to be paid when twenty minutes is taken for lunch?

Answer: If an employee took twenty minutes in his/her lunch hour he/she would be paid for 40 minutes at time and one-half rate. If however, twenty minutes is taken for lunch during regular working hours there would be no loss of pay, and he/she would be allowed time and one-half if required to work through the regular lunch hour.

NO. 2 - SECTION 7.1

Subject to the provisions of Section 7.1 where track work is required on a rest day, preference shall be given to employees regularly working on that track section to perform such work, wherever this is reasonably practicable, before calling employees from an adjoining track section.

NO. 3 - SECTION 12.1

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

Answer: Yes.

NO. 4 - SECTION 12.1

A Track Maintenance Foreman bidding in a Section on which a Snow Plow Foreman is required must qualify as a Snow Plow Foreman unless there are at the location sufficient Snow Plow Foremen or track department employees willing to qualify as such to meet requirements. Should a Senior Snow Plow Foreman desire to exercise his/her seniority rights at any location he/she must make himself/herself available when required.

NO 5. - SECTION 12.2

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

Answer: Yes, if qualified.

NO. 6 - SECTION 12.3

Question: Section 12.3 of the Agreement, Snow Service reads as follows:

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

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

Example 1: A snow plow is called at Station "A" at 13K Wednesday and works to Station "B" tying up at Station "B" at 20K Wednesday and remaining at Station "B" until 6K Thursday when the plow foreman is called and works back to Station "A" arriving there at 14K. Foreman provided with suitable sleeping accommodation at Station "B". His/her assigned hours are 8K to 17K and twenty minutes allowed for meals en route. (See Section 2.11 of the Agreement).

Snow Plow Foreman should be compensated:

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

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

8K to 12K at straight time rate.

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

13K to 14K at straight time rate.

Example II: A snow plow is called at Station "A" at 13K Friday and proceeds to Station "B" tying up at "B" at 24K. Plow is held at Station "B" and snow plow foreman, whose assigned hours are 8K to 17K Monday through Friday, is instructed to return to his/her home section at "A". There was no transportation available until Monday morning. Foreman was provided with suitable sleeping accommodation at Station "B".

Snow Plow Foreman is compensated:

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

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

Detention time allowed under Section 11.1 of the Agreement.

Saturday awaiting conveyance - 16 hours straight time. Sunday awaiting conveyance - 16 hours straight time. Deadheading time on Monday from "B" to "A" to be paid at straight time rate.

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

Snow Plow Foreman should be compensated:

Tuesday - 13K to 17K at straight time.

17K to 20K at time and one-half.

Wednesday - 8K to 24K at straight time for detention as per Section 11.1 of the Agreement.

Thursday - 8K to 24K at straight time.

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

13K to 17K at straight time. 17K to 18K at time and one-half.

NO. 7. - SECTION 13.9

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

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

NO. 8. - SECTION 14

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

Question: Where does he/she go, back to his/her former position on section or to any section which his/her seniority entitles him/her to go?

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

NO. 9. - SECTION 14.22

Question: What is meant by the term "service" as contained in Section 14.22 of the Agreement?

Answer: Date of entry into service as a Maintenance of Way Employee under this Agreement.

NO. 10 - SECTION 34.2 (d)

A Trackman/Track Maintainer temporarily displaced from his/her section and who exercise his/her seniority to a Trackman/Track Maintainer position on another section must return to his/her own section when work on such section is re-opened, unless in the meantime he/she has bid in a bulletined position.

NO. 11. - SECTION 34.2 (d)

It will not be necessary for the Trackman or Track Maintainer, having completed his/her probationary period under this agreement to complete a probationary period under this agreement to complete a probationary period as an extra gang labourer. He/she will be paid the maximum rate per hour applicable to a temporary extra gang labourer.

It is also understood that when a temporary extra gang labourer is employed on a regular section gang he/she will be required to comply with the provisions of Section 13.1 of this Agreement if he/she has not previously done so.

NO. 12. - SECTION 34.3 (a)

Effective February 1, 1942, service performed in a special maintenance gang by a probationer who has had service on a regular section will be counted towards completing the probationary period as specified in Section 13.1 of this Agreement.

NO. 13 - SECTION 18.5

Question: When an employee is dismissed from the service of the railway and later reinstated in a lower classification, can he/she 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 employee returns to the service of the railway. This is a question which would be best determined by the representatives of the Brotherhood 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.

NO. 14 - SECTION 11.1

Question: If an employee had been instructed to relieve a Foreman at Point B, would he/she be entitled to the Foreman's rate of pay while travelling to and from Point B?

Answer: Unless he/she was voluntarily exercising his/her seniority rights, he/she would be paid under Section 11.1 of the Agreement at his/her regular rate until he/she assumed the duties of Foreman at Point B and he/she would be paid in accordance with the same clause at Foreman's rate when travelling from Point B to resume his/her regular duties.

NO. 15 - SECTION 13.2

Question: Should an employee who left the service of his/her own accord be required, upon re-employment, to serve the probationary period stipulated in Section 13.1 of the Agreement before receiving the minimum rate established by the schedule?

Answer: The object of Section 13.1 is to secure qualified employees for the service, therefore, if the experience of an applicant meets the requirements of this Section he/she is, if employed, entitled to the minimum schedule rate.

NO. 16. - SECTION 35.3 (c)

Question: How shall overtime be calculated for a Bridge and Building Foreman who qualifies for compensation under this clause?

Answer: 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.

NO. 17 - GENERAL

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

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

NO. 18 - SECTION 9.2

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

Question: Would the employees who perform the patrol still be covered by the application of Clause 9.2 even though they do not regularly perform the patrol?

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

APPENDIX "A"
UNION DUES AGREEMENT
Deduction of Dues

The Railways shall deduct on the payroll for the pay period which contains the 24th calendar day of a month from the 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 appropriate Organization, subject to the conditions and exceptions set for hereunder.

1. The amount to be deducted shall be equivalent to the uniform, regular dues payment of the appropriate Organization which is signatory to the agreement covering the position in which the employee concerned is engaged and shall not include initiation fees or special assessments. The amount to be deducted shall not be changed during the term of this agreement except to conform with a change in the amount of the regular dues of the appropriate Organization in accordance with its constitutional provisions. The provisions of this article shall be applicable to each individual Organization on receipt by the Railway concerned of notice in writing from such Organization of the amount of regular monthly dues.

2. 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 individual Railway and of the Organization concerned shall be excepted from dues deduction.

3. Membership in any of the Organizations signatory hereto shall be available to any employee eligible under the constitution of the applicable Organization on payment of the initiation or reinstatement fees uniformly required of all other such applicants by the local lodge or division concerned. Membership shall not be denied for reasons of race, national origin, colour or religion.

4. Deductions for new employees shall commence on the payroll for the first pay period which contains the 24th calendar day of the month.

5. If the wages of an employee on the payroll for the pay period which contains the 24th calendar day of any month are insufficient to permit the deduction of the full amount of dues, no such deduction shall be made from the wages of such employee by the Railways in such month. The Railways shall not, because the employee did not have sufficient wages payable to him/her on the designated payroll, carry forward and deduct from any subsequent wages the dues not deducted in an earlier month.

6. Employees filling positions coming within the scope of more than one wage agreement in the pay period which the 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 deduction of dues shall be made from any employee in any month.

7. Only payroll deductions now or hereafter required by law, deductions of monies due or owing the Railways, pension deductions and deductions for provident funds shall be made from wages prior to the deduction of dues.

8. The amounts of dues so deducted from wages accompanied by a statement of deductions from individuals shall be remitted by the Railways to the officer or officers of the Organization concerned, as may be mutually agreed by the Railway and the applicable Organization, not later than 40 calendar days following the pay period in which the deductions are made.

9. The Railways shall not be responsible financially or otherwise either to the Organization or to any employee, for any failure to make deductions or remittances. However, in any instance in which an error occurs in the amount of any deduction of dues from an employee's wages the 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 Organization, the Railway shall adjust the amount in a subsequent remittance. The Railway's liability for any and all amounts deducted

pursuant to the provisions of this article shall terminate at the time it remits the amount payable to the designated officer or officers of the Organization.

10. The question of what, if any, compensation shall be paid the Railways by the Organizations signatory hereto in recognition of the services performed under this agreement shall be left in abeyance subject to reconsideration at the request of either party on fifteen days' notice in writing.

11. In the event of any action at law against the parties hereto or any of them resulting from any deduction or deductions from payrolls made or to be made by the Railways pursuant to the first paragraph of Article III of this agreement, all parties shall cooperate fully in the defence of such action. Each party shall bear its own cost of such defence except that if at the request of the Organization or any of them counsel fees are incurred those shall be borne by the Organization or Organizations so requesting. Save as aforesaid the Organizations, jointly and severally, shall indemnify and save harmless the Railways from any losses, damages, costs, liability or expenses suffered or sustained by them as a result of any such deduction or deductions from payrolls.

**MISCELLANEOUS LETTERS OF UNDERSTANDING
AND MEMORANDA OF AGREEMENT**

Montreal, Quebec
March 13, 1970
Mr. C. Smith
Vice-President
Brotherhood of Maintenance
of Way Employees
115 Donald Street
Winnipeg 1, Manitoba

Referring to your discussions today with Mr. J.D. 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 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

**ONTARIO NORTHLAND RAILWAY
CANADIAN NATIONAL RAILWAYS
CP RAIL**

Montreal Quebec
April 28, 1978
Mr. R.E. Peer
Chairman Associated Railway Unions
Negotiating Committee
Suite 1, 332 Lafleur Avenue
Ville LaSalle, Quebec H8R 3H5
Dear Mr. Peer:

The following letter will be sent to the line management:

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

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

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

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

The nature of work in which the Running Trades and Sleeping, Dining and Parlour Car staff are involved results in certain vagaries and uncertainties from day to day. Furthermore, the collective agreements covering these employees contemplates their services being interrupted by storm conditions and there are arrangements in their collective agreements in respect thereto. Alternatively, it is recognized, generally speaking, that opportunities will occur for such employees to make up lost miles or time resulting from storm conditions. Therefore, no special arrangements are contemplated for these employees."

Yours truly,

FOR THE RAILWAYS SIGNATORY
TO THE MASTER AGREEMENT:

(Sgd.) S.T. Cooke	(Sgd.) R. Colosimo
Asst Vice-President	Asst Vice-President
Labour Relations	Industrial Relations
Canadian National Railways	CP Rail

**CANADIAN NATIONAL RAILWAY COMPANY
CP RAIL
ONTARIO NORTHLAND RAILWAY**

Montreal, Quebec
March 5, 1982
Mr. J.D. Hunter
Chairman
Associated Non-Operating Railway Unions
2300 Carling Avenue
Ottawa, Ontario K2B 7G1

Dear Sir:

This has reference to the granting of holidays to employees who as a part of their regular assignment work in more than one province where the holidays differ.

Following review of this subject, it has been established that, under the circumstances, employees who by the nature of their work may be required to work in more than one province, will be granted holidays with pay on the basis of their location of their headquarters, irrespective of where they may actually be working on the holiday in question.

The same principle applies to employees who transfer their headquarters from one province to another, in that they would be granted holidays with pay on the basis of their headquarters at the time the holiday occurs. 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 general holidays in any one year.

This letter will supersede previous letters on this subject.

Yours truly,

(Sgd.) W.H. Morin
Vice-President
Labour Relations
Canadian National Rlwy. Co.

(Sgd.) R. Colosimo
Vice-President
Industrial Relations
CP Rail

North Bay, Ontario
April 26, 1982

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

Dear Sir:

This has reference to discussions during current contract negotiations with respect to the railway's proposal regarding the desirability of undertaking special arrangements for an employee who becomes physically disabled during the course of his/her employment and is unable to perform the regular duties of his/her assigned position and is unable to exercise his/her seniority on a position which he/she 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 Brotherhood 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 his/her qualifications and ability allow him/her 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/she 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/she remains on that position except when a senior employee is otherwise unable to hold a position within his seniority group.

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,

P.A. Dymont
General Manager

I CONCUR:
(Sgd.) A. Passaretti
Vice-President
Brotherhood of Maintenance of Way Employees

Ontario Northland Railway

North Bay, Ontario
May 22, 1985
Mr. J.D. Hunter, Chairman
Associated Non-Operating
Railway Unions
Negotiating Committee
2300 Carling Avenue
Ottawa, Ontario K2B 7G1

Dear Sir:

This has reference to the award of the Arbitrator, the Honourable Emmett M. Hall, dated December 9, 1974, concerning the contracting out of work.

In accordance with the provisions as set out on Page 49 of the above-mentioned award, it is agreed that work presently and normally performed by employees represented by the Associated Non-Operating Railway Unions signatory to the Memorandum of Settlement dated May 22, 1985, will not be contracted out except:

- (1) when technical or managerial skills are not available from within the railway; or
- (2) where sufficient employees, qualified to perform the work, are not available from the active or laid-off employees; or
- (3) when essential equipment or facilities are not available and cannot be made available from railway-owned property at the time and place required; or
- (4) where the nature or volume of work is such that it does not justify the capital or operating expenditure involved; or
- (5) the required time of completion of the work cannot be met with the skills, personnel or equipment available on the property; or
- (6) where the nature or volume of the work is such that undesirable fluctuations in employment would automatically result.

The conditions set forth above will not apply in emergencies, to items normally obtained from manufacturers or suppliers not to the performance of warranty work.

It is further agreed that 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.

In addition, 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 would have a material and adverse effect on employees. Except in case of emergency, such notice will be no less than 30 days.

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 General Chairman, 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 for that purpose.

Should a General Chairman, or equivalent, request information respecting contracting out which has not been covered by a notice of intent, it will be supplied to him promptly. If he requests a meeting to discuss such contracting out, it will be arranged at a mutually acceptable time and place.

Where a union contends that the company has contracted out work contrary to the foregoing, the union may progress a grievance by using the grievance procedure which would apply if this were a grievance under the collective agreement. Such grievance shall commence at Step 2 of the grievance procedure, the union officer submitting the facts on which the union relies to support its contention. Any such grievance must be submitted within 30 days from the alleged non-compliance.

Yours truly,

P.A. Dymont

General Manager

ONTARIO NORTHLAND RAILWAY

Understanding agreed to between the Railway and the authorized representatives of the Carmen and Bridge & Building Workers as to the division of work to be performed on Boarding and Work Gang Service Equipment.

- (1) Carmen shall retain all construction of steel cars when being built or under general repairs and modifications.
- (2) All work now performed by Carmen and B. and B. workers on wooden cars will remain status quo until these cars are retired.
- (3) Carmen's work on steel cars will consist of all steel and wood work, painting and stencilling to the body and frame, all inside finishing and trimming such as ceiling, walls, floors, room dividers, including general repairs as to readiness for service.
- (4) All running gear maintained by carmen.
- (5) After carmen have made these steel cars wholly serviceable the B. & B. workers can make emergency minor repairs that occur on the road to doors, windows, screens, roof patching, touch up painting to the repairs that they have made on these cars.
- (6) All stoves and refrigerators installed in construction, and modifications in steel cars will be done by carmen. Heater stoves and refrigerators removed for storage and reinstallation for service to be done by B.& B. workers.

All the work agreed to between the Carmen and Bridge and Building Employees on the above mentioned Boarding and Work Gang Service equipment will remain as outlined above unless otherwise mutually agreed upon in writing between the Carmen and Bridge and Building Employees.

FOR THE EMPLOYEES

R. Marsh
E.L. Desjardins
Bro. of M of W Employees
William G. Bishop
Bro. of Rly. C. of A.

FOR THE RAILWAY:

E.A. Frith
General Manager

APPROVED BY:

A.F.H. Hopper
System Federation
General Chairman
Bro. of M. of W. Employees

F.A. Armstrong
Gen. Vice-President
Bro. of Rly. C. of A.

North Bay, Ontario
November 6, 1967
File: 8405-2

ONTARIO NORTHLAND

North Bay, Ontario
October 30, 1995
8375 - 1

Mr. R.F. Liberty
System Federation Chairman
Brotherhood of Maintenance of Way Employees

Dear Mr. Liberty:

This is to confirm our discussions during recent bargaining on working rules contained in Agreement #7.1. It was agreed that the following understandings will be adopted when dealing with **Section 24 - Vacations With Pay**.

- Employees going on vacation will only be eligible for overtime calls on the rest days immediately prior to the vacation period and not prior to them returning to their next regulate shift.
- For employees transferred to the Work Service Agreement during the Extra Gang season who take their vacation AFTER the work season, the rate will be established based on the majority of shifts during the work season.
When the vacation is taken PRIOR to the start of the work season, the rate will be established based on the majority of shifts in the prior work season.

R.G. Leach
Chief Engineer
RGL:jek

ONTARIO NORTHLAND

North Bay, Ontario
December 20, 1995
8375 - 1 H

Mr. R.F. Liberty
System Federation Chairman
Brotherhood of Maintenance of Way Employees

Dear Mr. Liberty:

Re: Job Exchanges

This will confirm our discussions during recent bargaining on working rules contained in Agreement 7.1 concerning employees assigned to locations which do not have bunkhouses. The company agreed that in instances where the assignment of an employee to a location not equipped with a bunkhouse facility may cause undue hardship, discussions will be held to try and minimize the impact on the employee through a job exchange.

Job exchanges will only be considered where an employee is required to drive more than 40 miles from his home location. The employee prompting the job exchange must bid on any future vacancies into locations where bunkhouse facilities are available.

Responsibility for finding a suitable candidate for a job exchange will rest with the union.

R.G. Leach
Chief Engineer
RGL/jek

ONTARIO NORTHLAND

North Bay, Ontario
October 31, 1995
8375 - 1

Mr. R.F. Liberty
System Federation Chairman
Brotherhood of Maintenance of Way Employees
Dear Mr. Liberty:

This is to confirm our discussions during recent bargaining on working rules contained in Agreement #7.1. The company agreed that on the Extra Gangs the spare Group #2 Machine Operator would be assigned to the position of Motor Car Operator. In the event that there is not a spare Group #2 operator available, the senior Group #3 operator would be paid at the Group #2 rate and be responsible for the Gang Car(s).

R.G. Leach
Chief Engineer
RGL:jek

ONTARIO NORTHLAND RAILWAY

North Bay, Ontario
December 20, 1995
8375 - 1 H

Mr. R.F. Liberty
System Federation Chairman
Brotherhood of Maintenance of Way Employees
Dear Mr. Liberty:

Re: Filling Truck Driver Positions

This is to confirm our discussions during recent bargaining on working rules contained in Agreement 7.1.

The company agreed that future vacancies as truck drivers will be bid and awarded on the basis of Truck Driver seniority subject to qualifications. In the event that there are no qualified applicants, positions will be awarded on the basis of service seniority in Agreement 7.1 subject to meeting qualifications. If there are no applicants from 7.1, then rule 14.15 will apply. The company will provide the training required to qualify.

R.G. Leach
Chief Engineer
RGL/jek

ONTARIO NORTHLAND RAILWAY

North Bay, Ontario
November 21, 1997

Mr. R.F. Liberty
System Federation Chairman
Brotherhood of Maintenance of Way Employees

Re: Snow Plow Service (Track Forces Only)

This letter is to confirm discussions held at our recent Article III negotiations on Agreement 7.1. The following interpretations will apply to employees used in snow plow service.

Snow Plow Foremen

A seniority list will be established for employees who are qualified or wish to be qualified as Snow Plow Foremen. To be qualified, employees must be in possession of an A-100 Rule Card, know the territory over which the plow will operate, and be familiar with the operation of the snow plow. When a snow plow will operate out of a terminal, the Snow Plow Foreman will be called in the following manner.

1. Foreman and/or Assistant Foreman at terminal from which plow operates.
2. Other qualified employees in seniority order from terminal from which plow will operate.
3. Foreman and/or Assistant Foreman from adjacent Section on territory where plow will operate.
4. Other qualified employees in seniority order from adjacent section over which plow will operate.

Headquarters for plows will be assigned to the following locations.

- North Bay
- Englehart
- Cochrane
- Hearst

A separate Snow Plow Foremen's list will be established for each location.

When a Spreader Foreman is required, the Snowplow Foreman will carry out those responsibilities.

Employees bidding Foreman positions at these locations must become qualified as Snow Plow Foremen within one year of a permanent bid to these locations. Applicants will be given a qualification test during the first year. The designated Railway Officer and a Representative of the Brotherhood shall be in attendance when the qualification test is taken. An applicant who fails a test on the first attempt will be given a second opportunity to pass prior to the expiration of one year's service in this position.

If an employee leaves the headquarters at which he attained Snowplow Foreman/Wingman Seniority his name will be removed from the Seniority List if he leaves his headquarters permanently and he will not be allowed to exercise his seniority if he leaves his headquarters temporarily.

CN Northline

During the term of the Transfer Agreement, former CN Northline employees will only be permitted to operate plows over the Kapuskasing Subdivision. They will be given preference for the operation of the plow over the Kapuskasing Subdivision.

Deadheading

The deadheading provision of Section 12.2 will only apply when employees are deadheading on passenger trains, buses and not travelling with the plow. Employees travelling with the plow will be responsible for the plow and will be paid at the applicable rate (i.e. straight time for regular working hours and overtime for hours outside of regular

working hours).

Sincerely yours,

E. Marasco

Senior Director Track and Structures

EM/mi

June 17, 1996

(revised)

This will confirm that the Letter of Understanding concerning the Pension Plan, dated July 3, 1994 will be renewed as follows:

For the duration of this agreement, it is understood that the Company will not seek a contribution holiday with respect to Company pension contributions made on behalf of ARU members. Additionally, the Company will not seek a refund of any pension surplus associated to members of the ARU.

Signed at North Bay, Ontario the 17th day of June 1996

For the Association:

D. Graham

Transportation

Communications

International Union

(General Office Clerks)

Ron Marleau

Transportation Communications

International Union

(Train Oprs. Employees)

Ron Liberty

Brotherhood M of Way Employees

D. M. Kerr

C.A.W. (Clerks and Other Classes

D. M. Kerr

C.A.W. (Train Service Employees

Gilles Haele

Brotherhood of Locomotive Engrs.

Lloyd Marshall

United Transportation Union

(Trainmen and Yardmen

Ron J. Cote

ONR Police Association

For the Company:

K. J. Wallace

President

**Memorandum of Supplementary Agreement
Between Ontario Northland Railway and
Brotherhood of Maintenance of Way Employees
Governing Employees in Work Equipment and
Welding Services**

It is agreed that the applicable provisions of Wage Agreement 7.1, as revised and amended, shall apply to employees in the classifications specified in Section 1 hereof except as otherwise provided by this supplementary agreement.

SECTION 1 - CLASSIFICATIONS

Machine #	Description	
SPECIAL GROUP		
52-1881	Plasser 09 CAT Tamper	
PAYLOADER OPERATOR		
47-1751	Hough H60E Payloader	
47-1771	Hough H30B Payloader	
GROUP 1		
47-1631	Caterpillar D6 Bulldozer	
47-1831	JSW BH70 Hydraulic	Excavator
47-1832	Terex 72-51B Payloader	
47-1891	Caterpillar IT28 Payloader	
48-1741	Pettibone 441 B Speedswing	
48-1871	Pettibone 360 Speedswing	
48-1891	Kershaw 50-1 Truck Crane	
48-2841	Pettibone 40 5CP 20 Tone	Crane
52-1791	Canron EASTD Mark 1 Switch	Tamper (Torsion Beam)
52-1792	Canron EAJD Mark 1 Tamper (Outside Jack)	
53-1841	Plasser PAL 204 Track Liner	(incl. laser attach)
58-1801	Loram 1015 Tie Inserter	
58-1901	Kershaw 47-2 Tie Replacer	
GROUP 2		
48-1781	Pyke TC-E Tie Crane	
48-1801	Kershaw 12-2 Tie Crane	
48-1831	Pyke HSVC Utility Crane	
49-1821	Pyke Model "K" Regulator/	Snowblower
49-1861	Pyke Model "M" Regulator/	Snow Fighter
49-1901	Pyke Model "M" Regulator/	Snow Fighter
49-1931	Pyke Model M-35 Regulator/	Snow Fighter
50-1851	Nordberg "Claws" Spike Puller	
50-1852	Nordberg "Claws" Spike Puller	
51-1841	Nordberg Super "B" Auto	Spiker
52-1821	Canron STM. Junior Tamper	
53-1811	Fairmont WIII Series "B"	Spud Track Liner
54-1851	Racine Anchormatic Anchor	Machine
56-1781	Sullair 250 DV Air	Compressor c/w Safetran
5080		
57-1691	Dual Spike Driver	
57-1692	Pyke Tie Spacer	
58-1781	Pyke Tie Spacer	

59-1751	Kershaw 34-3 Scarifier	
60-1632	Canron RH Rail Heater	
60-1731	Kershaw 23-4 Snow Blower	- Rouyn
60-1781	Canron EJJ Snow Blower	-Englehart
60-1791	Pyke "K" Snow Blower - N. Bay	

Pyke Model "K" Snow Blower (Kapusksing)

GROUP 3

50-1781	Fairmont W-8-4 Series H	Spike Puller
50-1861	Geismer AS-3 Spike Puller	
50-1957	Nordco CHP Spike Puller	
51-1851	Virginia USH-2 Uni-Spiker	
55-1***	Geismar BSR8 Bolt Machine	
58-1782	Fairmont W86-F Rail Lifter/	Plate Setter
56-1811	Compair Air Compressor DD4	Hammer Assembly
58-1881	Tamper SGRPH Section Gang	Tie Inserter
58-1931	Matweld Tie Replacer	
59-1651	Fairmont W71 Tie Sprayer	
59-1661	Geismar DN80 Gauger Adzer	
59-1671	Nordberg ATI Gauger	
59-1821	Fairmont W104 Tie Plug	Inserter
59-1822	Kershaw 16-1 Ballast Cribber	
59-1891	Nordberg A Ride-On Adzer	
86-1***	Abrasive Rail Saws	
87-1***	Rail Drills	

* This bulletined position contemplates a helper on a diesel locomotive crane who is carrying out the duties as a helper and, in addition, is working toward qualifying on the machines. Successful applicants to the position must show acceptable progress to the company's satisfaction on the machine within a period of up to 60 working days. This period may be extended by agreement between the General Chairman and the proper officer of the company. Should the incumbent be disqualified, the next senior applicant will be assigned.

Welding Employees

Welders

Grinders

Welder's Helpers

Grinder's Helpers

SECTION 2 - GUARANTEES

Employees while assigned to any job and available for service shall be allowed the minimum number of hours which constitutes a day's work at pro rata rates for which such number of hours work may be required for each day so assigned exclusive of the assigned rest days and general holidays.

SECTION 3 - SENIORITY

(A) There shall be separate seniority lists for the classifications contained herein as follows:

- 1 Special Group Operators
- 2 Group #1 Machine Operators
- 3 Group #2 Machine Operators
- 4 Group #3 Machine Operators
- 5 Lidgerwood Operators
- 6 Spreader Operators
- 7 Front End Loader Operators, Bulldozer Operators and *Helpers
- 8 Shovel and Crane Operators and *Helpers

9 Diesel Locomotive Crane Operator and *Oiler/Helper
10 Rail Welders and *Helpers
*if assigned

(B) The names of employees appearing on the seniority lists in any of the positions mentioned above and who hold seniority in the Maintenance of Way Department, will continue to be shown on the Maintenance of Way seniority list and they will continue to accumulate seniority in the Maintenance of Way Department. All positions enumerated in Section 1, except those covered by Clause C of this section will be considered seasonal. Employees appointed to such seasonal work will retain rights to regular positions to which assigned and will revert thereto when not employed in the above classifications.

(C) The positions of Pay Loader Group 1 Operator, Pay Loader Group 2 (Bulldozer) Operator and Diesel Locomotive Crane Operator will be considered as permanent positions. Headquarters will be designated on the bulletin. When work in these classifications is not available temporarily employees holding positions will be employed as extra employees in the Maintenance of Way Department at their bulletined headquarters, (in the Department from which promoted) and will be paid for such work at their regular rates of pay. If permanently displaced from these positions, employees affected shall have the right to displace a junior permanent employee of his/her class in the Maintenance of Way Department from which promoted. Employees will be considered as permanently displaced when it is known the period of displacement will be for one month or more.

(D) Operators of front end loaders weighing over 8,000 lbs. will be classed and compensated as Bulldozer Operators and will be subject to schedule rules applying to that class of employee.

SECTION 4 - APPOINTMENTS

Vacancies in positions enumerated in Section 1 of this Supplementary Agreement shall be bulletined as follows:

(A) The positions of Pay Loader Group 1 Operator, Pay Loader Group 2 (Bulldozer) Operator and Diesel Locomotive Crane Operator will not be bulletined when vacant, it being understood and agreed that these positions will be filled by senior helpers, if any, assigned to each type of machine.

(B) The position of Diesel Locomotive Crane Oiler Helper when required shall be bulletined to Bridge and Building Department employees only.

(C) The position of Pay Loader Group 2 (Bulldozer) Helper when required shall be bulletined jointly to Track Department and B. & B. Department.

(D) Positions in Welding Service above that of Welder's Helper shall not be bulletined. Employees are expected to follow the order of promotion as listed in order to qualify for the next classification.

(E) Except as provided in Clause (a), (b), (c) and (d) of this Section, all positions enumerated in Section 1 of this supplementary agreement shall be bulletined to Track Department employees only.

(F) Should a position of Operator become vacant and there are no qualified applicants from Helpers within the group designated. Helpers will be allowed to bid from the other groups. Such helpers will have preference over applicants not working under the terms of this Supplementary Agreement.

(G) Helpers assigned to a particular machine, if qualified, shall assume the duties of Operator of such machine for temporary vacancies of up to 30 days.

(H) Senior qualified applicant will be given preference when making appointments, the designated Railway officer to be the judge of qualifications. In case a senior applicant is not accepted, the Local Chairman will be notified and given the opportunity of making representation on behalf of the applicant if he/she so desires.

When an employee is tried out in any position covered herein and shows no aptitude for the

work he/she will not be retained in Work Service and will return to his/her position in the Maintenance of Way Department within thirty (30) days without loss of seniority.

(I) If possible, applicants will be given a qualification test during the first season. The designated Railway officer and a representative of the Brotherhood shall be in attendance when a qualification test is taken, whether in the first season or at a later date.

(J) Maintenance of Way employees shall be required to protect their Machine Operator seniority except as otherwise provided herein. Machine Operators who have seniority as Trackmen/Truck Drivers shall protect their seniority in the highest rated classification in which they are entitled to work. Failure to do so shall result in forfeiture of such seniority. This does not apply to snow blower operators.

Track Maintenance Foremen and Assistant Track Maintenance Foremen are not required to accept a lower rated position to protect their Machine Operator's seniority. If they will not be accepting lower rated positions, they must declare this intention prior to start-up of the Gangs each season.

(K) Machines in Groups I, II, III may be operated by Extra Gang labourers or other employees for temporary period when no regular Operator is immediately available. Employees temporarily operating such machines will not establish Operator seniority and will be compensated in accordance with this Agreement.

(L) When Machine Operators are unable to exercise his/her seniority to fill another position in such higher classification, shall exercise his/her seniority and may displace a junior employee holding a bulletined temporary position that is expected to be in existence for fourteen (14) days or more.

SECTION 5 - TRAINING FOR PROMOTION

Employees shall be encouraged to learn the duties of other positions and every opportunity shall be afforded them to learn the work of such positions on their own time, and during their regular working hours when it will not unduly interfere with the performance of their regularly assigned duties. The supervisory officer may arrange with the interested employee to exchange positions for short temporary periods without affecting the rates of pay of the employees concerned.

SECTION 6 - ASSIGNMENT OF WORK

A Machine Operator working in a particular group may be required to operate any machine in his/her group or in any lower group on which qualified. If temporarily assigned by the company to a lower group when work is available in a higher group, he/she shall not have his/her rate reduced.

SECTION 7 - GENERAL (WELDING SERVICE ONLY)

(A) Where service as a grinder or welder is intermittent due to the seasonal nature of the work, 125 days' cumulative service as such will be considered as one year's service in applying graded class rates provided at least a 12 month period has elapsed.

(B) When a Welding Foreman is required the position will be bulletined in the Welding group and the senior qualified Welder will be appointed.

SECTION 8 - HEADQUARTERS AND EXPENSES

(A) Employees covered by Clause (c) of Section 3 will be supplied with sleeping accommodation when away from headquarters. Where employees are lodged in boarding cars and are preparing their own meals, they will be allowed \$22.50 per day, except that when meals may be taken with an organized gang they will be reimbursed at the going rate for such meals. When employees are not lodged in boarding cars they shall be compensated for boarding expenses they necessarily incur. This will also apply to the bulldozer helper when one is required. (refer to 4C).

(B) When employees (except those covered by Clause (c) of Section 3) covered herein are working with an organized gang, the headquarters of the gang will be considered the headquarters of such employees and they will not be allowed away from home expenses. If required to be away from home station other than with the organized gang they will be governed by the provisions of Clause (a) of this section except that expenses will not be paid to an employee for work performed at a location where he/she maintains his/her residence.

SECTION 9 - RATES OF PAY

See Appendix "A"

SECTION 10 - TERMINATION

This Supplementary Agreement supersedes the Work Service Supplementary Agreement dated June 3, 1974 and shall have the same termination provisions as Wage Agreement 7.1.

This Supplementary Agreement becomes effective on the date it is signed.

Signed at North Bay, Ontario this 23rd day of April 1981.

For the Brotherhood of
Maintenance of Way
Employees:

For Ontario Northland
Railway:

Adrien Larivee
Area Chairman
Approved:

R.O. Beatty
General Manager

F.L. Stoppler
System Federation General Chairman

APPENDIX "A"
RATES OF PAY

Machine Operators working alone or with a helper on the main line outside of cautionary limits and required to arrange their own protection under CROR rules will be paid at Group #1 rates.

	Per Hour	Effective
	\$.40/hr	1%
	<u>Jan. 1/97</u>	<u>Jan. 1/98</u>
Machine Operators		
Special Group	\$18.467	\$19.056
Group I	18.154	18.336
Group II	17.302	17.475
Group III	16.203	16.365
Machine Operators Helpers		
Helpers	15.655	15.182
Oilers Helpers	15.827	15.985
Welding Employees		
Welders / Grinders		
1 - 24 months	17.678	17.865
25 - 36 months	18.079	18.260
37 - 48 months	18.552	18.738
Thereafter	19.013	19.203
Welders' Helpers	15.655	15.812
Grinders' Helpers		
Extra Gang Labourers		
Probationary Period	11.929	12.048
Next 156 Days	13.133	13.264
Thereafter	13.450	13.585
Attendant		
0 - 6 months	15.182	15.334
7 - 24 months	15.578	15.734
Over 24 months	15.685	15.842

1998 Increase:

Effective January 1, 1998 the above basic hourly, daily, weekly and monthly rates of pay will be increased by 1% plus 50% of the CPI percentage increase in excess of 1% to a maximum of 1%; maximum 1998 increase will be 2%. The December 1996 to December 1997 change in CPI will be used in making this calculation.

**Memorandum of Understanding
Between Brotherhood of Railway Carmen and
Brotherhood of Maintenance of Way Employees
On Ontario Northland Railway**

It is agreed that fabricating, finishing, repairing and other work which may, at the discretion of the company, be assigned to the parties in its shop complex at North Bay, will be distributed in accordance with the guidelines contained in this document. It is clearly understood that nothing herein will be interpreted as granting work jurisdiction to either or any of the Brotherhoods party hereto.

1. Generally, such work associated with rolling stock or furnishings for rolling stock, including steel boarding cars will be performed by the Car Department, and, Generally, such work associated with buildings or furnishings and fixtures for buildings will be performed by the B. & B. Department.
2. Furniture that requires upholstering work will be repaired and refinished to completion by the Car Department.
3. The painting of highway vehicles and large motorized track machines will be done by the Car Department, however, B. & B. painters will continue to do touch up work on maintenance of way track machines and the painting of pay loaders.
4. Car Department employees will continue to refurbish the boat and the trains which the company has on display over the system.
5. Inspection and qualification of steel boarding cars for service will be performed by the Car Department.
6. The cutting of car stakes will be performed by the Car Department.
7. B. & B. painters will paint tools and equipment to be used in the shops or outside but not tools and equipment that belong to the Car Department such as tool boxes, welding screens, welding carriages and work related signs.
8. The following is a list of items normally painted by B. & B. employees:

Buildings, shim shacks, oil shacks, outhouses, garbage boxes, work benches, cupboards, shelving, desks, chairs, filing cabinets, lockers. Switch targets, switches, frogs.

Tool boxes, power tool boxes, truck racks (except Car Dept.)

Fire extinguishers, fire box stations.

Water barrels, waste drums, bridge barrels.

Signs, portable signs, fencing.

Switch boxes, electrical panels, battery stands.

Welding screens, portable wagons (except Car Dept.)

Portable partitions.

Hand and power tools, track tools.

Motor cars, small track motors, track equipment.

Electric motors, pipes, valves.

Chief Commanda life boats, life rafts.

ONR Barge, boat oars, life jackets.

9. In the event of a problem developing in the application of this understanding, the union and company representatives will meet and settle the issue.

Signed at North Bay, Ontario this 11th day of December 1987.

For Brotherhood of
Way

For Brotherhood of Railway of Carmen:
Employees:

Maintenance of

D. Locke

A. Bedard

R.L. Liberty

For Ontario Northland Railway:

P.A. Dymont

General Manager

**AGREEMENT NO. 7.2
RATES OF PAY AND RULES
Governing Extra Gang Labourers
Between**

**ONTARIO NORTHLAND RAILWAY
and
THE BROTHERHOOD OF
MAINTENANCE OF
WAY EMPLOYEES
Agreement No. 7.2**

INDEX
AGREEMENT NO. 7.2

Section	Page
3	Accumulation of Rest Days
1	Definition of Extra Gang Labourers
8	Duration of Agreement
2	Hours of Service and Meal Periods
7	Rates of Pay
4	Seniority
6	Staff Reduction
5	Students

**EXCEPT AS OTHERWISE PROVIDED HEREIN,
AGREEMENT NO. 7.1 WILL APPLY
SECTION 1**

Definition of Extra Gang Labourers

- 1.1 By "Extra Gang Labourers" is meant employees working in temporary Extra Gangs, for whom rates of pay are provided in this agreement.
- 1.2 By "Attendant" is meant employees working in temporary Extra Gangs responsible for maintenance of boarding cars and associated equipment.
- 1.3 The use of the masculine gender in this Collective Agreement includes the feminine and vice versa.

SECTION 2

Hours of Service and Meal Periods

- 2.1 In emergencies employees shall not be required to work more than 16 hours continuously without a rest of 8 hours; no employee shall be required to work more than 5 hours without food.

SECTION 3

Accumulation of Rest Days

- 3.1 Rest days may be accumulated over a period of up to 13 consecutive weeks, by decision of the Railway. The period of accumulation may be extended beyond 13 weeks by mutual consent between the System Federation General Chairman and the appropriate officer of the Railway.
- 3.2 At the expiration of the accumulation period the employee concerned will be granted leave on the basis of one regular working day off duty with pay for each rest day worked during the accumulation period.
- 3.3 During the accumulation period, the employee concerned will be paid currently for regular working days only. Payment for time worked on rest days being accumulated will not be paid currently but will be paid for at the straight time rate for the period of leave outlined in 3.2 above. However, punitive overtime earned on any day will be paid currently.

SECTION 4

Seniority

- 4.1 The seniority of an extra gang labourer shall commence from the date of entry into the service as an extra gang labourer covered by this Agreement.
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. Within such 3-month period he/she may, without investigation, be removed for cause which in the opinion of the Company renders him/her undesirable for its service.
- 4.2 Before completion of probationary period employees must undergo medical examination as required by the company.
- 4.3 Seniority lists of all Extra Gang Labourers and Attendants covered by this Agreement, showing name, date of entry into the service and seniority standing, shall be prepared and posted in a place accessible to the employees concerned not later than March 1st of each year, a copy of which will be furnished representatives of the employees.
- 4.4 Attendant position will be offered to Extra Gang Labourers in seniority order subject to 34.2(c) of Agreement 7.1. Attendants may be required to work a split shift with a flexible starting time as follows: commencing one-half (1/2) hour before the Gang starts work, work four (4) hours on-duty, four (4) hours off duty and four (4) hours back on duty. Any extra duty hours will be governed by the principles of Section 8 of Agreement 7.1

SECTION 5

Students

- 5.1** The following provisions govern the use of post secondary students;
- (a) Students may be hired, where warranted, to supplement the staff and to provide relief for regular employees.
 - (b) The rate of pay for students will be \$7.25 per hour. Such rate is not subject to general wage increases but may be renegotiated from time to time.
 - (c) Students will only be hired under this Article during the period May 1 to September 15. They will be engaged for a specific period of time, will not accumulate seniority and will not obtain bidding rights. They will also not qualify for fringe benefits other than those required by law.
 - (d) In the event that employees holding seniority under this agreement are faced with lay-off or are on laid-off status, they will be given preference in employment over students covered by this rule.

NOTE: Students may be hired solely to supplement the ranks of extra gang labourers.

SECTION 6

Staff Reduction

6.1 In the event of reduction of staff in any gang, the senior qualified employees will be retained. Employees laid off in such gangs or as a result of displacement will have the right to exercise their seniority in other extra gangs.

6.2 Displacement rights must be exercised and work commenced on that position of choice within 10 days of displacement except that 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 will forfeit his/her seniority and his/her name will be struck off the seniority list.

6.3 Employees will be given no less than 4 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.

6.4 An employee who is laid off and who desires to return to the service when work is available for him/her, must keep the proper officers of the Railway advised of his/her address in order that he/she may be readily located when his/her services are required. A laid-off employee failing to comply with this rule, will forfeit his/her seniority rights under this agreement and his/her name shall be struck off the seniority list by agreement between the System Federation General Chairman and the appropriate officer of the Railway.

6.5 Laid-off employees shall be recalled to service in order of seniority when staff is increased or when vacancies occur.

6.6 A laid-off employee who fails to report for duty, or to give satisfactory reasons for not doing so within 15 calendar days from date of notification, shall forfeit his/her seniority rights under this agreement, and his/her name shall be struck off the seniority list by agreement between the System Federation General Chairman and the appropriate officer of the Railway.

6.7 Rules 6.4, 6.5 and 6.6 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 7

Rates of Pay

7.1 The rates of pay for employees covered by this agreement are as follows:

Rates of Pay Effective

	Jan. 1/97	Jan. 1/98
Extra Gang Labourer		
First 156 days' service excluding probationary period	\$13.133	\$13.264

After 156 days' service excluding
probationary period 13.450 13.585

Attendant

0 - 6 months 15.182 15.334
7 - 24 months 15.578 15.734
Over 24 months 15.685 15.842

7.2 The minimum hourly rate for probationary
employees shall be:

11.929 12.048

This Clause 7.2 does not apply in respect of employees who on entering the service can show evidence of six months' service in similar work on any Railway.

7.3 Employees temporarily assigned to higher-rated positions shall receive the higher rates while occupying such positions.

Employees temporarily assigned to lower-rated positions shall not have their rates reduced.

7.4 The provisions of Clause 2.4(b) of Agreement 7.1 will apply to employees covered by this Agreement.

SECTION 8

Duration of Agreement

8.1 This agreement as amended and updated, shall remain in full force and effect until December 31, 1998 and thereafter, subject to three month's 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 September 30, 1998.

For Ontario Northland
Way Employees:
K. J. Wallace

For the Brotherhood of
R. F. Liberty
President System
Gen. Chairman

Railway Maintenance of
Federation