

# **COLLECTIVE AGREEMENT**

**Between**

**TORONTO TERMINALS RAILWAY  
COMPANY LTD. - DELTAPORT DIVISION**

**And**

**UNIFOR LOCAL 101-R**

**January 1, 2016 – December 31, 2018**

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## **PREAMBLE**

The following Collective Agreement ("Agreement") between Toronto Terminals Railway Company Ltd. ("TTR") and Unifor Local 101-R ("Union") recognizes the unique principles and conditions that exist in the switching industry at Deltaport. TTR recognizes the Union as the sole and exclusive bargaining agent for all employees covered under the bargaining certificate issued by the Canadian Industrial Relations Board for the purposes of collective bargaining regarding rates of pay, hours of work, and all other working conditions. TTR will continue to recognize the Union as long as it retains the right to conduct collective bargaining for such employees.

TTR and the Union and the employees further recognize that they have a common interest in establishing a working system of harmonious relationships in order to maintain support among these parties and with the customers, the public, and other stakeholders. All concerned will benefit by continued peaceful and harmonious relationships and any differences must be settled through rational, common sense methods.

In order to successfully promote these concepts, the parties have agreed to recognize and make provisions for an orderly system of collective bargaining relations between TTR and the Union, the prompt and orderly resolution of grievances, the efficient operation of the business of TTR without interruptions with work, and the provision of fair wages and working conditions for the employees.

## **ARTICLE 1 - DEFINITIONS**

- 1.1** The term Union shall mean the duly elected or appointed officers UNIFOR Local 101-R.
- 1.2** The term employee shall mean all persons performing switching operations or other duties as assigned by TTR.
- 1.3** The term TTR shall mean the Toronto Terminals Railway Company Ltd.
- 1.4** The term emergency shall be limited to the following: injury to a person, a derailment or a track dislocation, accident to machinery, equipment, plant or persons; urgent and essential work to be done to machinery, equipment or plant, or other unforeseen or unpreventable circumstances which impede TTR' operations.
- 1.5** The term permanent employee shall mean those persons who have completed their probationary period and work more than twenty (20) hours per week and/or who is not on the auxiliary board.
- 1.6** In this Agreement, words importing the singular shall include the plural and vice versa where the context requires. The use of such words as "he", "his", and "him" as they may appear in the Agreement are not intended to restrict the application of the Agreement or a particular rule to a particular gender but are used solely for the purpose of grammatical convenience and clarity. Accordingly, words importing the masculine gender shall include the feminine gender where the context requires.

## **ARTICLE 2 - MANAGEMENT RIGHTS**

- 2.1 It is recognized that the management of the business is vested in TTR, whose discretion and judgment shall control as to the operations of the company, the selection and retention of employees, the work and duties to which the employees are assigned, and the right to hire, transfer, promote, discipline, suspend, and discharge for cause so long as the rights granted in this Article are not in violation of the provisions of this Agreement or any applicable federal or provincial laws. TTR will exercise the management rights set forth in this Article fairly and without discrimination.
- 2.2 TTR may contract out certain functions from time to time, so long as such practice does not result in any permanent employee being on laid off status.
- 2.3 A person whose job is not in the bargaining unit shall not work in any job that is included in the bargaining unit, except in the case of an emergency or where the employee in the unit is not available. An employee shall not be considered unavailable unless every reasonable effort has been made to contact the employees qualified to do the job pursuant to the Calling Procedure in Article 23.

## **ARTICLE 3 - TERM OF AGREEMENT**

- 3.1 This Agreement shall become effective on January 1, 2016 and shall continue in effect for a period of three (3) years until December 31, 2018. Thereafter, this Agreement shall continue in effect from year to year unless either party gives notice to the other party of its decision to supersede this Agreement. Such notice is to be given not less than one hundred twenty (120) days prior to the date upon which this Agreement would otherwise expire or terminate.
- 3.2 The Local authorized representative of the Union and the Local Management of TTR may negotiate rules necessary to meet local conditions. Such rules are subject in each case to the approval of the officer of TTR designated by TTR and a proper officer of the Union designated by the Union and further subject to either party having the right to cancel the rule on thirty (30) days' written notice.
- 3.3 TTR shall ensure that a sufficient number of copies of this Agreement will be available for distribution to the employees and to the Union.

## **ARTICLE 4 - NO STRIKES OR LOCKOUTS**

- 4.1 TTR will not lock out any employee covered by this Agreement and the Union shall not authorize or take part in any work stoppage, slowdown, strike or picketing (except informational picketing that does not interfere with or restrict the business interests of TTR in any way) of TTR during the life of this Agreement.

## **ARTICLE 5 – SENIORITY**

- 5.1** Service shall mean an employee's length of continuous service with TTR. An employee shall maintain and accumulate seniority his respective classification, in either train or engine service while he is in the permanent employment of TTR from his first tour of duty in that particular classification with TTR. The employee's name shall not, however, be added to the seniority list until the employee has completed a probationary period as defined in Article 5.3 below.
- 5.2** The seniority rights of each employee shall start in his respective classification of service from the day he begins his first tour of duty as an employee of TTR. When two or more employees begin work on the same day, they shall be ranked for purposes of seniority according to the time their employment application is time stamped by TTR.
- 5.3** All newly hired persons shall serve a probationary period of fifty (50) days worked from the date of hire. A newly hired person with no running trades experience must qualify as an engineer within three (3) years from the date of hire and if he does not, then TTR may terminate his employment relationship. During a person's probationary period, TTR may terminate the employment relationship provided the discharge is not for discriminatory reasons or does not violate any applicable law. This Article does not limit the right or access of probationary employees to the grievance procedure contained in this Agreement.
- (a) Employees shall, unless otherwise agreed to between TTR and the Union, hold and accumulate seniority in the classification in which they were hired.
  - (b) An employee who makes application and is awarded a position in another classification with TTR shall establish and accumulate seniority in the classification from the date he is awarded the position.
  - (c) TTR shall maintain a separate seniority list showing the established seniority date of each employee in such classification.
- 5.4** Unless otherwise mutually agreed to by the parties, in cases of lay off, employees shall revert or be laid off in reverse order of seniority as it applies to his service classification. Employees shall be recalled to service in seniority order and shall retain their original seniority date and standing provided they report for duty within fourteen (14) calendar days of receipt of the written notice of recall except in the case of a bona fide business reason. TTR shall recall employees by written notice sent to the employee by registered mail at his last known home address or by hand delivering the notice to him. It shall be the responsibility of the employee to provide TTR with his current address in writing. An employee must notify TTR of his intent to return to work within ten (10) calendar days of receiving the notice. An employee may be relieved of the responsibility of notifying TTR within ten (10) calendar days of receipt of notice if he presents TTR with a bona fide reason for his failure to do so. Employees may at the time of recall request additional leave subject to the availability of junior employees.
- 5.5** Seniority shall not be forfeited except in cases of retirement, resignation from TTR, discharge or failure to accept recall or pursuant to Article 5.7 below. An employee who is discharged and subsequently reinstated as a result of an arbitration decision shall be placed on the seniority list consistent with his seniority date prior to the discharge.

- 5.6** TTR shall publish a seniority list once a year and supply a copy of it to the Union and the employees. The list shall be held open for thirty (30) calendar days to allow an employee an opportunity to appeal his position on the list. Appeals shall be submitted as grievances pursuant to Article 6. If the list is unchallenged for thirty (30) calendar days, it may not be changed thereafter unless the Union and TTR agree to the change. For employees on leave of absence, layoff or absent due to illness or injury, the thirty (30) calendar days shall begin on the date the employee returns to active duty.
- 5.7** TTR will remove the name of any employee from the seniority list who either absents himself from work or does not make himself available for assignments for more than thirty (30) calendar days. These persons will remain listed as employees of TTR but shall not receive any benefits provided for in this Agreement. TTR will publish a separate seniority list for the auxiliary board. When TTR needs additional employees to work at Deltaport, it shall first call laid off employees pursuant to the provisions of Article 5.4 of this Agreement and then shall call employees in seniority order from the auxiliary board.
- 5.8** Employees working outside the bargaining unit for more than ninety (90) consecutive calendar days shall have their accumulated years of bargaining unit service frozen for any and all time outside the bargaining unit acting in the capacity of a permanent Supervisor. The seniority list shall be adjusted accordingly to reflect same. Employees working outside the bargaining unit filling temporary positions of a supervisory or management nature, will continue to pay union dues for the purpose of continued accumulation of seniority.

## **ARTICLE 6 - GRIEVANCE AND ARBITRATION PROCEDURES**

- 6.1** If any difference arises between TTR and the Union concerning the meaning, interpretation or application of this Agreement, except any matter arising out of or related to the discharge of an employee pursuant to Article 5.3 or 12 of this Agreement, it shall be disposed of in the following manner:

Step 1:

The employee or the Union shall present a written grievance to the Operations Manager of TTR or his designee within fifteen (15) business days of the dispute. The appeal shall include a written statement outlining all pertinent details and the date of the grievance. The Operations Manager of TTR or his designee shall respond in writing within fifteen (15) business days of receipt of the grievance, providing a decision with reasons.

Step 2:

A grievance not resolved in Step 1 may be progressed by the employee's representative to the Director of Operations TTR in writing within twenty-five (25) business days of receipt by the employee of the written decision, requesting a review of the decision. Within twenty-five (25) business days of receipt of the request for review, the Director of Operations shall render a final decision in writing, with reasons.

- 6.2** The settlement of a grievance shall not under any circumstances involve retroactive pay beyond thirty (30) calendar days prior to the date the grievance was scheduled at Step 1 of this Article unless the Union provides reasonable extenuating circumstances to extend the period of retroactive pay.
- 6.3** Any grievance not advanced by the employee or his designated Union representative within the prescribed time limits shall be deemed abandoned. Any grievance abandoned by the Union will not be considered as a precedent or waiver of the contentions of the Union as to similar cases. When the appropriate officer of TTR does not render a decision within the prescribed time limits, the grievance will, without prejudice or precedent, be considered surrendered by TTR and such grievance will be considered resolved on the basis of the Union's position.
- 6.4** The parties may agree to submit the matter to mediation by the Director of Operations and the designated representative of the Union prior to submitting the matter to arbitration. Such a submission must take place within fifteen (15) days of the receipt of the decision of the Director of Operations and the mediation must take place with thirty (30) days of the receipt of the request for mediation. Article 6.4 is amended by Appendix (D).
- 6.5**
- (a) If a grievance has been processed in the manner and through each of the steps outlined in Article 6.1 or an appeal against the discipline imposed has been processed in the manner and through each of the steps outlined in Article 12, and still has not been settled or disposed of, it may be referred to arbitration by TTR or the Union for final and binding settlement without a work stoppage. The party making the referral shall do so within forty-five (45) days of the receipt of the Director of Operations decision unless one of the parties has referred the matter to mediation pursuant to Article 6.4 above in which case the party making the referral shall do so within forty-five (45) days of the receipt of the decision of the mediator.
  - (b) The referring party shall refer the grievance to a mutually acceptable arbitrator. The Union and TTR shall mutually share the cost of the arbitrator.
  - (c) The parties shall contact the arbitrator to set the hearing date. Prior to the hearing, TTR and the Union shall submit a joint submission of the issues containing a statement of the claim, a statement of the facts, and a statement of the respective positions of the parties. If the parties cannot agree on the contents of the joint submission, each party may submit its separate statement of position.
  - (d) At the hearing, the parties may each present their case verbally or in writing to the arbitrator. The arbitrator shall consider only the dispute or question presented to him in the notice and the decision shall be limited to the dispute or question outlined in the request for arbitration. The decision shall not add to, subtract from, modify or disregard any provision of this Agreement. The arbitrator's decision shall be final and binding.
- 6.6** Notwithstanding the grievance procedure set forth above, when there is a question regarding time to be paid, any portion of the time not in dispute will be paid and TTR will notify the employee within fifteen (15) business days of its receipt of the time claim whether it is allowing or disallowing the claim. If TTR disallows the claim, it must state its reasons for doing so in writing. Any claim not responded to by TTR within fifteen (15) business days of its receipt shall, without



prejudice or precedent, be deemed approved and shall be paid by TTR. The decision to disallow a time claim is subject to the grievance procedure, starting at Step 2.

- 6.7 No employee shall be discriminated against or disciplined for lawful Union activities or for reporting an alleged violation of any provision of this Agreement to the Union.
- 6.8 All time limits provided for in this Article may be extended by the mutual agreement of the parties. Such agreement shall not be unreasonably withheld.

**ARTICLE 7 - VACATIONS**

7.1 At the beginning of each calendar year, full time employees who qualify will receive paid vacation time on the following schedule according to their TTR service:

Between one and two (1-2) years of service		two (2) weeks at four percent (4%) of the previous year's earnings
Between three and five (3-5) years of service		three (3) weeks at six percent (6%) of the previous year's earnings
After five (5) years of service		four (4) weeks at eight percent (8%) of the previous year's earnings
After (10) years of service		five (5) weeks at ten percent (10%) of the previous year's earnings

Vacations shall be earned commencing January 1 of each year and shall run from January 1 to December 31 of each year. Any person commencing employment after the first of the year shall have his first year's vacation prorated accordingly. Vacation time shall not be accumulated from one year to the next. There will be no pay for vacation instead of time off unless TTR cannot grant the employee his vacation during the calendar year.

- 7.2 To be counted as a year of service, the employee must have been continuously employed for a period of twelve (12) consecutive months. Time off for the Union business, time off duty on account of bona fide illness, injury, and vacation days shall count as continuous service for the purposes of this Article.
- 7.3 Vacation requests must be submitted in writing to the Operations Manager of TTR by December 31<sup>st</sup> of each year. If an employee fails to file for vacation by December 31 of each year, such employee(s) will have to wait until all the other employees who did timely file are awarded their requested vacation times before such employee(s) is allowed to file. All such assignments will be done in seniority order. TTR will respond no later than January 31<sup>st</sup> of each year. Subject to the business needs of TTR, annual vacation will be awarded to each employee's first choice in order of seniority with TTR and successive choices will be similarly awarded. Those employees with the greater amount of TTR service shall have priority if duplicate requests for the same vacation times

are received. When submitting requests, employees should include a sufficient number of choices in case of duplicate requests. If an employee's annual vacation is rescheduled by TTR due to an emergency and the employee has prepaid vacation expenses and cannot obtain a refund, TTR shall reimburse the employee for out-of-pocket expenses. Except in an emergency, once a vacation request is granted, the employee shall be allowed to take the assigned time. If a vacation must be rescheduled due to an emergency, the employee and TTR shall agree to the rescheduled time. TTR will make every effort to accommodate the employee's requested date of the rescheduled annual vacation.

- 7.4 All vacation days shall commence on a Saturday and continue as consecutive weeks. Employees entitled to two (2) or more weeks of vacation may split their vacation into not less than one (1) week segments.
- 7.5 If the employee ceases to be employed, TTR shall pay to the employee any vacation pay then owing to the employee. In these circumstances vacation pay shall be calculated at the rate of two percent (2%) per week of vacation to which the employee's service entitles him, multiplied by the regular wages of the employee for the period of service for which the employee has not already received vacation. Any accrued pay in a year shall be paid to the estate of the employee who dies in the employ of TTR.
- 7.6 An employee who, while on annual vacation, becomes ill or is injured, shall have the right to terminate (temporarily) his or her vacation and be placed on weekly indemnity. An employee who is again fit for duty shall immediately so inform the officer of the company in charge and will continue his or her vacation of within his or her scheduled dates, such vacation will be re-scheduled through a local accord.
- 7.7 An employee who, due to illness or injury is unable to take or complete his or her annual vacation in that year, shall at the option of the employee, have the right to carry such vacation into the following year.

## **ARTICLE 8 - GENERAL HOLIDAYS**

- 8.1 TTR recognizes the following days as paid holidays: New Year's Day, Labour Day, Good Friday, Victoria Day, Canada Day, Thanksgiving Day, Remembrance Day, Christmas Day, Boxing Day, and Civic Holiday and the then appointed Heritage Day by the Federal Government. Until Heritage day is declared by the Federal Government, employees may utilize this day as a floating day, governed by local agreements dealing with vacations and overtime.
- 8.2 TTR will pay an employee who it does not require to work on a holiday eight (8) hours of straight time pay at his regular rate of pay.
- 8.3 An employee required to work on a general holiday shall be paid at one and one-half (1½) times his regular straight time rate of wages for the time worked on that day in addition to the holiday pay provided for in Article 8.2 above. Except to meet the service needs of a customer or in the event of an emergency, TTR will give an employee forty-eight (48) hours notice if it requires an employee to work on a general holiday.

## **ARTICLE 9 - LEAVES OF ABSENCE**

- 9.1** An employee may be granted a leave of absence without pay of up to ninety (90) days upon approval of the Operations Manager of TTR, which approval shall not be unreasonably withheld. The period of leave may be extended at the discretion of TTR. An employee granted such a leave shall sign a copy of a written authorization of leave.
- 9.2** An employee on leave of absence from TTR may not work for another company unless the Union and TTR mutually agree to allow the employee to work for another company. Any employee who engages in such other employment without the consent of the Union and TTR shall be considered terminated.
- 9.3** TTR will grant a leave of absence without pay to any employee elected or appointed to a Union office or as the President of the Local Union or as a delegate to any Union activity for the term of the office or until completing the activity, unless the activity unduly interferes with the operations of TTR.

## **ARTICLE 10 - BEREAVEMENT LEAVE**

- 10.1** Bereavement leave is designed to allow an employee time off when notified that a death has occurred in the immediate family. If the death in the family has occurred in the Province of British Columbia, an employee will be given a leave of five (5) working days for spouse, child, stepchild or parent and three (3) days for all other immediate family and if the death occurs outside the Province of British Columbia, he will be given a leave of five (5) working days with pay calculated at eight (8) hours of straight time pay per day. The Operations Manager of TTR may grant the request of an employee to delay the time he takes the bereavement leave. All bereavement leave must be taken within a calendar year and shall not be carried over from year to year. A leave for bereavement shall not be deemed to interrupt continuity of employment. Annual vacation will be rescheduled or extended to a time mutually agreeable to the Operations Manager TTR and the employee if the bereavement falls during the employee's vacation time. Note: For the purposes of this Article "immediate family" will be as defined in the Canada Labour Code Part III.
- 10.2** An employee's immediate family is defined as the employee's spouse (as defined in Section 2(1) of the Canada Human Rights Benefits Regulations), child, grandchild, parent, grandparent, parent-in-law, step-parent, step-child, step-brother, step-sister, and employee's sibling.
- 10.3** Time paid for bereavement shall not be included in the computation of overtime pay. Laid off employees shall not be eligible for bereavement pay.

## **ARTICLE 11 - JURY DUTY AND ATTENDING COURT**

- 11.1** An employee who is summoned or who serves on jury duty and is required to lose time from his assignment shall be paid the difference between the amount paid for such jury service and the amount calculated pursuant to the formula set forth in Article below, not including, however, reimbursement from the Court for meals, lodging or transportation. No pay shall be granted if the employee is on an authorized leave of absence, lay-off, vacation or holiday. Annual vacation will

be rescheduled to a time mutually agreeable to TTR and the employee if the jury duty falls during the employee's scheduled vacation time. Hours paid under this provision shall not be considered as time worked when computing overtime.

- 11.2** TTR will pay an employee who is required to serve on a jury or summoned to court as follows:
  - 11.2.1** An eligible employee who has worked irregular hours on at least fifteen (15) of the thirty (30) days prior to the jury duty or summons is entitled to an average day's pay for all time spent in court under summons or on jury duty. To calculate an average day's pay, divide the total wages earned in the previous thirty (30) day period (excluding overtime) by the number of days worked.
  - 11.2.2** An eligible employee who has worked fewer than fifteen (15) of the thirty (30) days prior to the jury duty or summons is entitled to prorated pay. To calculate prorated pay, divide the total wages earned in the thirty (30) day period (excluding overtime) by fifteen (15).
- 11.3** An employee must furnish TTR with a statement from the Court of the jury allowance paid by the Court and the days on which jury duty was performed. Money received from the Court for meals, lodging or transportation shall not be included in calculating jury duty payment.
- 11.4** When attending court as a witness for TTR or a medical examiner's inquest in cases where TTR is involved or he is subpoenaed by the Crown or government agencies in cases where TTR is involved, an employee shall receive pay for all time lost based on the calculation set forth in Article 8.2 above and his reasonable out-of-pocket expenses or, if the appearance falls on a rest day, he shall be given a day off at a mutually agreeable time between TTR and the employee. This Article does not apply if the employee is under criminal investigation or is a party to a civil suit unless TTR and the Union agree to apply it. TTR shall be entitled to a certificate for witness fees in all cases.

## **ARTICLE 12 - INVESTIGATION PROCEDURES**

- 12.1** TTR shall not suspend or discharge an employee without just cause and without a fair and impartial hearing. TTR may hold an employee out of service up to seven(7) calendar days without pay pending a TTR hearing but may not unreasonably hold him out of service. If the employee is found, after a hearing, to be innocent of the charges, TTR shall promptly pay the wages lost during the time the employee is held out of service and shall reinstate him.
- 12.2** TTR shall notify the union and the employee in writing of the incident(s) for which discharge is or may be imposed. The notice shall summarize the nature of the incident(s), give the time, date, and place of the incident(s), set the time of the hearing, and inform the employee he has the right to Union representation.
- 12.3** The hearing shall be scheduled within seven (7) calendar days of the date of notice and shall be presided over by the Operations Manager of TTR or his designee. The parties shall not be represented by or utilize legal counsel at the hearing. TTR shall provide the employee and the Union with a list of witnesses it intends to call at the hearing no less than forty-eight (48) hours in advance of the hearing.

- 12.4** The Operations Manager of TTR or his designee shall conduct the hearing in an informal manner. Any evidence to be introduced at the hearing shall be exchanged at the outset of the hearing. The employee's representative may offer rebuttal evidence. A transcript or recording of the hearing shall be kept and it and copies of all documents utilized shall be provided to the employee and his representative at their request.
- 12.5** TTR witnesses who attend a hearing shall be compensated for time lost at their regular straight time rate of pay. Employees who are already receiving compensation for the day(s) served as a witness shall not be paid any additional compensation for testifying.
- 12.6** A decision shall be rendered no longer than fifteen (15) calendar days after the hearing. Such decision shall be in writing and served on the employee and the Union. Once a decision has been rendered, TTR may implement the decision, effective the date of the incident.
- 12.7** If the Union disagrees with the decision rendered, it may appeal the decision commencing at Step 2 of the grievance procedure outlined in Article 6 of this Agreement.
- 12.8** All time limits provided for in this Article may be extended by mutual agreement of the parties. Such agreement shall not be unreasonably withheld.

### **ARTICLE 13 - DISCIPLINE**

- 13.1** TTR agrees with the tenets of progressive and corrective discipline. Disciplinary action or measures will be of a progressive, corrective nature in lieu of punitive. Disciplinary action may be imposed only for just cause. An employee who is subject to discharge or suspension shall be allowed to remain on the job, except for the infractions in Section 13.3 below, without loss of pay until the discharge or suspension is sustained under the grievance procedure.
- 13.2** Except for the cardinal infractions as defined in Section 13.3 below, TTR will use progressive discipline, as follows:
- Verbal warning (which TTR will document in the Employee's personnel file);
  - Written warning;
  - Up to three (3) days suspension;
  - Up to two (2) weeks suspension;
  - Subject to discharge

The order of the above identified steps will depend on the nature and severity of the offence and the employee's prior record of discipline

#### **Reprimands**

An employee shall be entitled to receive a copy of any written reprimands or disciplinary action placed on the employee's file, with a copy to the Union and the Shop Steward.

13.3 TTR shall not discharge or suspend any employee without just cause. No prior warning letter, however, need be given any employee before discharge, suspension or any other disciplinary action for the following alleged violations:

- Proven dishonesty, misappropriation, or theft affecting the bond of trust between the employer and employee;
- Rule G of the Canadian Rail Operating Rules;
- Carrying a weapon prohibited by law;
- Wilful destruction of TTR' property or customers' property;
- Wilful destruction of public property or the property of other employees while on duty;
- Physical altercation on TTR' or customers' property, on or off duty
- Insubordination ; or
- Harassment or intimidation of a co-worker, customer or supervisor.

The above violations are not meant to be all-inclusive regarding the listing of cardinal alleged infractions.

13.4 TTR must take or commence taking whatever action it is going to take against the employee within ten (10) working days from the date TTR has knowledge of the violation.

13.5 TTR will expunge all records and/or letters it has placed in an employee's personnel file after twenty four (24) months from the time of the disciplinary action.

#### **ARTICLE 14 - DEDUCTION OF DUES**

14.1 TTR shall deduct on the payroll for the pay period that contains the first (1<sup>st</sup>) day of each month from the wages of each bargaining unit employee within the scope of this Agreement an amount equal to the uniform monthly dues of the Union or such other authorized amounts as directed by the Union, subject to the exceptions contained in this Article. Deductions for new employees shall commence on the payroll for the first pay period that contains the first (1<sup>st</sup>) day of the month. The amount to be deducted shall be calculated as a factor of the rate of pay as directed by the Union covering the position in which the employee concerned is engaged. The amount to be deducted shall not be changed during the term of this Agreement excepting to conform with a change in the amount of regular dues of the Union in accordance with its constitutional provisions. The provisions of this Article shall be applicable to the Union on receipt by TTR of notice in writing from the Union of the basis of the regular monthly dues.

14.2 If the wages of an employee payable on the payroll that contains the first (1<sup>st</sup>) day of any month are insufficient to permit deduction of the full amount of dues, no such deduction shall be made from the wages of that employee by TTR in such month. TTR shall not, because the employee did not

have sufficient wages payable to him on the designated payroll, carry forward and deduct from any subsequent wages the dues not deducted in an earlier month.

- 14.3** The amounts of dues deducted from the wages accompanied by a statement of deductions from individuals shall be remitted by TTR not later than the fourteenth (14<sup>th</sup>) day of the month following that in which the dues are deducted to the officer of the Union as may be mutually agreed by TTR and the Union.
- 14.4** Only payroll deductions now and hereafter required by law, deduction of monies owed or owing TTR, pension deductions, and other deductions authorized by this Agreement shall be made from wages prior to the deduction of dues.
- 14.5** TTR shall not be responsible, financially or otherwise, for any failure to make deductions or for making inaccurate or improper deductions or remittances.
- 14.6** Membership in the Union shall be available to any employee eligible under the constitution of the Union 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.
- 14.7** Employees filling positions of a supervisory or management nature and who are therefore not subject to any of the provisions of this Agreement shall be exempted from the deduction of dues. Employees who leave the bargaining unit to take a management position shall have their seniority frozen while in the management position after the first ninety (90) days of accumulated service in the management position. Employees filling temporary positions of a supervisory or management nature will continue to pay union dues for the purpose of continued accumulation of seniority.
- 14.8** In the event of any action at law against the parties to this Agreement resulting from the deduction of deductions from payrolls made or to be made by TTR pursuant to Article 13.1, the 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 Union counsel fees are incurred, these shall be borne by the Union. Save as aforesaid, the Union shall indemnify and save harmless TTR from any losses, damages, costs, liability or expenses suffered by it TTR as a result of any such deduction or deductions from payrolls.

## **ARTICLE 15 - PAY DAY**

- 15.1** All employees shall receive wages in accordance with this Agreement and shall be paid bi-weekly for all hours worked during the two (2) week period immediately preceding the date for that pay day.
- 15.2** TTR shall show all overtime as a separate item on the pay summary of employees.
- 15.3** TTR will pay employees by electronic transfer.
- 15.4** An employee who has been short paid may request TTR to issue a voucher or an electronic deposit to cover such shortage.

15.5 An employee leaving the service of TTR shall furnish an employee leaving service with a payment covering all time or other amounts due him within seventy-two (72) hours or as soon thereafter as possible, inclusive of Saturdays, Sundays, and holidays.

## **ARTICLE 16 - OVERTIME**

16.1 Overtime assigned by TTR shall be paid at the rate of one and one-half (1½) times the employee's regular straight time rate of wages for each hour of work over forty (40) hours in each work week.

16.2 Overtime will not be paid when an employee works a regularly scheduled relief assignment and when there is a mutual exchange of shifts between employees. There will be no pyramiding of overtime.

16.3 Time paid for supervisory relief shall not be included in the computation of overtime pay.

16.4 If an employee agrees to work in excess of eight (8) hours, he/she shall be entitled to a hot meal after the 10<sup>th</sup> hour. At that time, the employee will be granted the opportunity to secure a hot meal. In the application of this article, this provision does not apply to those employees that agree to double through shifts (maximum of one (1) hour for a meal).

## **ARTICLE 17 - JOB CLASSIFICATION AND WAGES**

17.1 There shall be two job classifications; namely, locomotive engineer and switch person. All employees covered by this Agreement may be used in either the position of engineer or switch person, if qualified for both, and such other duties as assigned.

17.2 The rates of pay for the employees of TTR shall be as follows:

Commencing 1 January 2016      \$36.01 per hour

Commencing January 1, 2017      \$37.09 per hour

Commencing January 1, 2018      \$38.20 per hour

17.3 TTR will take a mutually beneficial opportunity benefit payment of five hundred dollars (\$500) to each employee who is in the bargaining unit who completes one full calendar year without being involved in an incident caused by human error and which result in damages over seven thousand five hundred dollars (\$7,500) or more. TTR will make this payment in each year of the Agreement. If the entire work force completes a full calendar year without an incident caused by human error and which results in damages over seven thousand five hundred dollars (\$7,500) or more, TTR will pay each employee who is in the bargaining unit will be paid one thousand dollars (\$1,000). These payments will be prorated for those employees who commence employment after January of each year of this Agreement, based on the months employed during that calendar year.

**Note: Employees hired on or after January 1, 2016 will not be eligible for the payments outlined in paragraph 17.3.**

17.4 Employees whose regularly assigned shifts commence between 1330-2129 shall receive a shift differential of seventy-five cents (0.75¢) per hour, and employees whose regularly assigned shifts



commence between 2130-0529 shall receive a shift differential of one dollar (\$1.00) per hour.

## **ARTICLE 18 - GROUP HEALTH AND OTHER BENEFITS**

- 18.1 TTR shall maintain a group health benefit plan including vision and dental coverage for its employees. A booklet containing the coverage may be obtained from TTR. Employees must first meet the qualifying criteria of working a minimum of an average of twenty (20) hours a week and be actively at work as described in the group plan and as implemented by the insurance carrier or provider, before they are eligible to receive benefits. These benefits are only in effect as long as the employee is eligible for such coverage and becomes and remains covered as provided in the group policy. When an employee covered by the TTR group health benefit plan returns to work, his health care coverage will be reinstated without the need for the employee to provide proof of insurability for a period of up to ninety (90) days after his return to employment. Thereafter, he must provide proof of insurability as required by the insurer to be reinstated. If an employee is laid off and subject to recall for more than thirty (30) days, he may extend his coverage up to thirty (30) days beyond the termination date of his health care coverage if he pays the premium cost for that coverage.
- 18.2 TTR shall maintain a pension plan, accidental death and disability insurance and life insurance for its employees and their dependents. A booklet outlining the coverage shall be provided by TTR to each employee and the Union. TTR will match the contribution made by an employee at seventy five (0.75) cents on each dollar the employee contributes up to four percent (4%) of the employee's earnings. Employees must meet the qualifying criteria as described in the group plan and as supplemented by the insurance or provider before they are eligible to receive benefits. Those benefits are only in effect as long as the employee is eligible for such coverage and becomes and remains covered as provided in the policy.
- 18.3 TTR reserves the right to change insurance carriers, providers or policies. TTR will consult with the Union concerning changing benefit levels and so long as those benefit levels remain the same or better, TTR may implement them. If any reductions to the benefit levels or TTR' pension contribution level to be made, TTR will obtain the approval of the Union, which approval shall not be unreasonably withheld.

## **ARTICLE 19 - EMPLOYEE HEALTH AND PHYSICAL FITNESS**

- 19.1 TTR will require job applicants to take and pass a physical examination prior to employment and, if applicable, take and pass such other examinations necessary to show that the applicant can perform the functions of the job. TTR shall not require employees to submit to drug or alcohol testing unless required or permitted by law.
- 19.2 TTR will arrange and pay for any examinations required by TTR of its employees.
- 19.3 TTR will pay employees four (4) hours of pay at the employee's regular rate of pay for examinations required by TTR under this Article if the examination is done in one facility and eight (8) hours of pay at the employee's regular rate of pay if the examinations have to be undertaken at more than one (1) facility. Hours paid under this provision shall not be considered as time worked when computing overtime.

**19.4** If an employee's duties require him to maintain a valid motor vehicle license, he must so maintain it. If such an employee receives a suspension of his motor vehicle operating license, he must immediately report the matter to the Operations Manager of TTR. An employee whose duties require him to have a motor vehicle license in good standing may receive a suspension from duty without pay, if his motor vehicle operating license is suspended and he cannot be reasonably accommodated.

## **ARTICLE 20 - JOB POSTING**

**20.1** TTR will use the following job posting procedures:

**20.1.1** Every four (4) months, TTR will bulletin all available assignments for a five (5) day work week with two (2) consecutive days off. The definition of this process is the "Change of Card." At the Change of Card, employees hired on or before January 1, 2004, must declare whether, based on their seniority, they wish to work three (3), four (4) or five (5) consecutive, consistent days per week when bidding an assignment. Any person hired after January 1, 2004, can only bid at the Change of Card for five (5) consecutive day assignments as his seniority permits. TTR will bulletin all available assignments at least fifteen (15) calendar days prior to a Change of Card. The notice shall specify the position available and the start time. Employees will submit their preferences for available assignments in writing on the prescribed form at least five (5) calendar days prior to the effective date of the Change of Card.

**20.1.2** TTR will award employees available assignments in order of seniority at the Change of Card. Such changes will take effect at 00:01 on the effective day of the assignment.

**20.1.3** If an employee is on authorized leave, upon his return he shall revert to his former assignment. If TTR has abolished his former assignment, he can exercise his seniority to claim another position, seniority permitting, upon his return from the authorized leave of absence.

**20.1.4** If an employee exercises his seniority to occupy a temporary assignment of three (3) days or more, on the completion of that assignment he will revert to the position he held prior to taking the temporary vacancy.

**20.1.5** TTR may cancel any assignments in the event of a strike, work stoppage, lack of work, emergency or act of force majeure.

**20.2** When TTR determines a permanent job vacancy exists, it shall bulletin the position for a period of five (5) days. TTR will award the position to the senior qualified applicant from the TTR work force if a currently employed person applies for the job.

## **ARTICLE 21 - SPARE BOARD**

**21.1** Employees on the spare board will be available for service seven (7) days a week on a first in, first out basis, until such time as the spare board employee accumulates forty (40) straight time hours per week on the spare board. As soon as a spare board employee accumulates his forty (40)

straight time hours per week, TTR may run around him and use other spare board employees who have not yet accumulated forty (40) straight time hours per week unless no one else is available.

- 21.2** Once TTR has called all the spare board employees who have less than forty (40) accumulated straight time hours per week for extra assignments, temporary vacancies, and those assignments not filled through the bulletining process set forth in Article 20, it will fill overtime assignments in seniority order by those regularly assigned employees who have less than forty (40) straight time hours per week accumulated and who wish to work the extra assignments, temporary vacancies, and those assignments not filled through the bulletining process when there is no conflict with filling that employee's regular assignment.
- 21.3** Once it has exhausted these methods, it will then offer employees assignments on an overtime basis in seniority order.
- 21.4** If no one from the spare board or the regularly assigned employees is available, TTR may call persons on the auxiliary board in seniority order to fill the assignment.
- 21.5** When a spare board employee books off on call or misses a call, he will be off the spare board for a minimum of eight (8) hours from the assignment start time. At the expiration of eight (8) hours, TTR will place him on the bottom of the spare board. This will not preclude TTR' use of the employee prior to the expiration of eight (8) hours if there are no other employees available to work at straight time.
- 21.6** A spare board employee, if run around, will be entitled to eight (8) hours of pay for each run around.
- 21.7** Spare board will be allowed to book up to ten (10) hours rest with two (2) hour call upon completion of shift.

## **ARTICLE 22 - HEALTH AND SAFETY**

- 22.1** The parties confirm they are mutually committed to safety and will work together to ensure safe operations. TTR and the Union shall jointly participate in an Occupational Safety and Health Committee ("Committee") consisting of one representative from management and one from the Union. The parties may agree to enlarge the size of the Committee.
- 22.2** The Committee shall meet monthly and shall consult about and make recommendations to TTR concerning the furtherance of safety and health measures in accordance with the duties and responsibilities set forth in the Canada Labour Code, Part II and the regulations pertaining to that section (the "Safety Code"). TTR will pay the employee designated as the safety committee representative a minimum of eight (8) hours of pay at his regular rate of pay for attending the monthly Safety Committee meeting. Such time will not be used in computing overtime. The Union representative shall participate in all aspects of health and safety matters in accordance with Part II of the Canada Labour Code. Additionally, the Union representative may solicit recommendations respecting health, safety, and environmental matters.
- 22.3** No employee shall be discharged, penalized, coerced, intimidated or disciplined for refusing in good faith to work on a job or in a workplace or to operate equipment where he reasonably believes

that it would be unsafe or unhealthy to himself, another employee, the public or the environment or where it would be contrary to the applicable federal, provincial or municipal health and safety or environmental laws, regulations or codes of practice.

- 22.4** TTR shall notify all employees exposed to a particular toxic substance or safety hazard of the dangers they face, possible symptoms, necessary medical tests and treatment, and plans to eliminate the hazard. The Committee shall have the right to investigate any such circumstances.
- 22.5** An employee who is injured on the job during working hours and who is required to leave for treatment or is sent home as a result of such an injury shall receive payment for the rest of his shift at the straight time rate of pay he would have earned at the time of his injury. Such an employee shall be provided with transportation to a doctor's office, hospital or home. TTR will provide a first aid safety kit at its facility.
- 22.6** TTR shall furnish safety vests, safety glasses, gloves, and an allowance for safety boots of one hundred and seventy five dollars (\$175) per calendar year towards the purchase of approved safety boots or work apparel.
- 22.7** TTR will make available to the members of the Health and Safety Committee interested up to eight (8) hours of training with pay in Part II of the Canada Labour Code and Regulations during the term of this Agreement.

### **ARTICLE 23 - ACCOMMODATION**

- 23.1** TTR agrees to make every reasonable effort to provide suitable modified or alternate employment to employees who are unable to return to their regular duties as a result of an occupational disability. Any alteration in seniority shall only be considered as a final resort after all other avenues have been duly considered by both parties. In situations involving lay-off, the provisions of this Article will have priority over any special arrangements that may have been established to accommodate disabled employees.

### **ARTICLE 24 - CALLING PROCEDURES**

- 24.1** Except in an emergency, TTR shall provide a minimum two (2) hour call in advance of the required on-duty time except that TTR shall not be required to call employees performing assigned service with a fixed start time. Further, the minimum time for a call may be reduced upon request of an employee or by agreement between TTR and an employee and the Union.
- 24.2** Employees who are called and cancelled prior to their ordered on duty time shall be paid a minimum of two (2) hours of pay at their regular straight time rate of wages. Employees who are called and who have commenced work shall be paid a minimum of eight (8) hours pay at their regular straight time rate of wages and at their regular straight time rate of wages.
- 24.3** Where a spare board employee is called to work a regular assignment, the regular employee will have the preference as to what position he wishes to work (switchman or engineman).

24.4 When two employees are called for an assignment, the senior employee will have preference as to what position he wishes to work (switchman or engineman).

### **ARTICLE 25 - JOB DESCRIPTIONS**

25.1 The job description for a locomotive engineer shall include, but not be limited to, responsibility for the operation of the locomotive or any other motive power or method of controlling the motive power employed by TTR. The job does entail driving a van so a valid driver's license is a bona fide job requirement.

25.2 The job description for a switch person shall include, but not be limited to, all duties pertaining to the arrival, spotting, and departure of TTR' customers' rail traffic. The job does entail driving a van so a valid driver's license is a bona fide job requirement.

25.3 The crew shall consist of an engineer and switch person when performing switching operations.

### **ARTICLE 26 - REPORTING FOR WORK, BREAKS, AND NOTIFICATION OF COMPLETION OF DUTY**

26.1 Employees shall report for work at the TTR office at Deltaport.

26.2 Employees shall be allowed a thirty (30) minute paid meal break between the third hour and sixth hour of his/her assignment.

26.3 An employee may notify TTR' Operations Manager or BCR supervisor of his intent to go off duty at the expiration of eight (8) hours from the time he commences work. The employee must so notify TTR' Operation Manager at the time he is called for duty.

26.3 Preparatory / Inspection Time

TTR will pay each member of the crew a ten (10) minute prep/inspection time to report to work ten (10) minutes early for crew prep, radio check, bulletins, begin job log and through truck inspection for vehicle to be used that shift. During this time, any new damage should be noted as well as fuel level and clean garbage from truck, if time allows.

Time in this Article will not be used to make up the basic day.

### **ARTICLE 27 - TRAINING**

27.1 TTR shall, after consulting with the Union, establish training and qualification programs for each classification of employees. These programs shall be intended to assist an employee to gain better knowledge of his job and learn new skills and shall be instituted within ninety (90) days of the ratification of this collective agreement.

27.2 An employee who applies or accepts training and refuses to fulfill the requirements for qualifying for the position or withdraws his acceptance prior to qualifying will be returned to his former position and restricted from making application for the same position for one (1) year. In situations where extenuating circumstances are involved, TTR and the Union shall review the employee's case.

- 27.3** During the first six (6) months an a employee is in training, TTR will pay that employee seventy-five percent (75%) of the rate of pay established in Article 17.2 above and for the next six (6) months, it shall pay the trainee eighty-five percent (85%) of the rate of pay established in Article 17.2 above. At the completion of the one year training period, TTR will pay the person who has completed the training the rate of pay established in Article 17.2 above.
- 27.4** An employee in training shall at all times, work with a qualified crew consisting of a locomotive engineer and a switch person. Locomotive engineers will participate in the training of student locomotive engineers and will be compensated four dollars (\$4.00) for each hour he spends training the student locomotive engineer. The calculation of overtime shall not include this training. TTR will require locomotive engineers to fill out progress reports and submit the reports to TTR to assist in the evaluation of the student locomotive engineers. TTR will compensate switch persons participating in the training of student switch persons in the same manner and with the same conditions as described above for locomotive engineers. TTR will pay only the person doing the training this training pay.
- 27.5** All newly hired employees must be Dual Qualified within thirty-six (36) months of the date of their hire and such training will be provided within that thirty-six (36) month period or they may be dismissed from the service of TTR unless TTR fails to provide the training within that thirty-six (36) month period.

## **ARTICLE 28 - HUMAN RIGHTS**

- 28.1** TTR and the Union agree that there shall be no discrimination, interference, restriction or coercion permitted in the work place respecting race, national or ethnic origin, colour, religion, age, sex, marital status, family status, disability or conviction for which a pardon has been granted.

## **ARTICLE 29 - MATERIAL CHANGE**

- 29.1** If TTR proposes a technological change that is likely to affect the terms and conditions or security of employment of a significant number of TTR' employees, it will provide the Union with notice of the technological change one hundred twenty (120) days prior to the date on which the technological change is to be effected. The notice shall state the nature of the technological change, the date on which TTR proposes to effect the technological change, the approximate number and type of employees likely to effected by the technological change, and the effect the technological change is likely to have on the terms and conditions or security of employment of the employees affected.
- 29.2** For purposes of this Article, technological change means the introduction by TTR into its work, undertaking or business of equipment or material of a different nature or kind than previously used by TTR in the operation of the work, undertaking or business and a change in the manner in which TTR carries on the work, undertaking or business that is directly related to the introduction of that equipment or material.
- 29.3** The Company recognizes that the preponderance of work performed by TTR Deltaport employees will be in relationship with the traditional switching of Intermodal cars at Deltaport. However, it is not to prevent qualified employees from working on the main line when an emergency situation

arises to perform this type of work.

### **ARTICLE 30 - JOINT CONSULTATION**

**30.1** When a duly authorized union representative (Local Steward) requests or is requested by the company to attend a meeting on matters affecting the Collective Agreement, such meetings shall be held during regular working hours without loss of earning to the duly authorized union representative, (Local Steward)

If such meeting is scheduled between the duly authorized union representative's (Local Steward's) shift or on the duly authorized union representative's (Local Steward's) day off, a minimum of-four hours shall be paid. Should such meeting extend past four hours the duly authorized representative (Local Steward) shall be paid a minimum of eight hours. When the authorized union representative is utilized to represent employees in investigations, he/she will be compensated one half (1/2) of the time spent in the investigation. This time will not be used towards the calculation of overtime hours. If the employee is working the spare board, his position will be retained.

## Appendix A



The Toronto Terminals Railway Company Limited 50 Bay Street, Suite 1400, Toronto,  
ON - M5J 3A5

Letter of Understanding

Between

Toronto Terminals Railway Company Ltd.

And

Canadian Auto Workers Local 101

Re: Local Extra Shift Calling Agreement

The following is the Local Extra Shift Agreement establishing the application of overtime under the terms of Article 16.1 of the Collective Agreement and the Canada Labour Code applicable to employees of the Toronto Terminals Railway Company Ltd. (TTR).

1. Extra Shift shall be worked in accordance with the provisions of this Local Agreement.
2. Overtime shall be worked when warranted, only by direction of the proper authority. The supervisor or recognized designate will direct the assignment of employees from the Extra Shift call list.
3. There will be an Extra Shift list established and the lists will be maintain and employees will be responsible to identify their desire to be placed on their associated list, with their qualifications. The lists will be maintained on a rotational basis.
4. The Extra Shift lists shall be maintained by the supervisor or their designate and shall be available to the Union upon request.
5. When the Company identifies that an Extra Shift opportunity is required, the Company may begin canvassing for qualified employees for Extra Shifts up to three (3) hours before the extra shift call time. The employee will be responsible to ensure contact numbers are accurate and up to date. Failure to do same will result in their names being removed from the list.
6. When canvassing, the caller will wait five (5) minutes for a call back from an inquiry on Extra Shift, at that time they will move on to the next qualified employee on the list and the name will be dropped and recorded as no answer.
7. Should an employee refuse Extra Shift three (3) consecutive times, their name will be removed from the Extra Shift list.



8. The employee may request their name be placed back on the Extra Shift list at the expiration of the next pay period.
9. A maximum of two (2) telephone contact numbers per employee will be permitted to be listed on the Extra Shift list where an employee may be contacted to receive calls for Extra Shift.
10. It is understood that employees not qualified for the Extra Shift position to be worked will not be called. Such employee(s) will retain their position on the Extra Shift list.
11. Employees will have all Extra Shift hours worked placed beside their name on the Extra Shift list.
12. The Parties agree that the employee must identify to the Company, whether they wish to be available or not for Extra Shift opportunities on their rest days prior to the commencement of their scheduled vacation and/or leave of absence.
13. The employee will be required to book back on the Extra Shift list, following the first shift worked at the completion of their vacation and or leave of absence.
14. Pay for run around will be at straight time.

This Local Extra Shift Agreement shall remain in effect until revised or cancelled upon thirty (30) days written notice by either party. The Parties agree to meet prior to invoking this cancellation clause.

Signed at Vancouver, BC, this 6th day of May, 2010.

For the Company:

Signed

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Paul Penney  
Director of Operations

For the Union:

Signed

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Mike Byrne  
CAW National Representative

## Appendix B



The Toronto Terminals Railway Company Limited 50 Bay Street, Suite 1400, Toronto, ON - M5J 3A5

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18 December 2015

Mr. Jim Wiens  
Vice President Western Region  
Unifor Local 101-R

Dear Jim:

***Letter of Understanding between UNIFOR Local 101-R and the Toronto Terminals Railway concerning Article 21 of the collective agreement and a continuation of the Guaranteed Spare Board at The Toronto Terminals Railway Deltaport Division.***

For the extent of the contract signed on December 18, 2015, and limited to its ratification by the employees, the parties agree to the following provisions in regards to a spare board guarantee:

- Employees who hold a spare board position will be guaranteed seven (7) shifts per two-week period.
- These two weeks will follow the pay period schedule as noted in the collective agreement.
- The guarantee will be reduced by one shift for each missed call and or missed work opportunity per pay period.
- When a spare board employee works a temporary vacancy, the guarantee will be reduced by the number of shifts worked on the temporary vacancy.
- The provisions contained in the Collective Agreement that detail Spare Board requirements will remain in force.

This agreement between the parties will end at the completion of the contract agreement, and may be included in discussions at the next round of bargaining, if both parties wish to participate in renewed discussions in this matter.

Yours Truly,

Signed  
George Huggins  
Director of Operations  
Toronto Terminals Railway

## Appendix C



The Toronto Terminals Railway Company Limited 50 Bay Street, Suite 1400, Toronto, ON - M5J 3A5

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16 December 2009

Mr. Mike Byrne  
National Representative  
CAW-TCA Canada  
326 12<sup>th</sup> Street  
New Westminster, B.C.  
V3M 4H6

Dear Mike

The following is a revised TTR Policy on Mandatory Retirement as previously noted in Article 31 of the Collective Agreement.

Effective immediately upon ratification of the new MOS, the following TTR policy will be in effect with respect to retirement beyond the normal retirement age of 65.

From that date on, employees who wish to retire after age 65 no longer require the approval of the Company. However, the latest retirement date shall not be later than the end of November of the calendar year in which a plan member attains age 71.

Should an employee choose to continue to work after age 65, the following will apply:

### Benefits

All benefits will be maintained except for long-term disability.

Canada Pension Plan (CPP) / Quebec Pension Plan (QPP)/ Old Age Security (OAS)

Employees can apply to begin receiving Canada Pension Plan (CPP) payments even while working or they can delay receipt of payments until up to age 70. If they choose to receive CPP payments, they must contact payroll in order to inform them to cease their contributions. Alternatively, they can delay receipt of payments to age 70. Employees may be eligible to receive Old Age Security benefits. They should apply six months before turning age 65. They can contact their local Service Canada Centre for more information.

Yours truly,

Signed  
Paul Penney  
Director of Operations  
Toronto Terminals Railway

## Appendix D

### Article 6- Mediation/ Arbitration Protocol:

Notwithstanding the procedural requirements of the collective agreement, the parties agree to submit grievances not resolved to expedited mediation/ arbitration on a semi-annual basis or as required, but not more than semi-annual, provided that each request is made within ten (10) days of the receipt of an answer to step 2 of the grievance procedure.

Grievances to be excluded from this process include:

- a) Dismissal cases
- b) Cases dealing with legislative matters
- c) Any other cases mutually agreed to be progressed in the expedited forum.

Any discussions under this process are privileged to the Parties and will not be raised by either party at any subsequent arbitration or other forum that may arise to deal with an issue that is subject to this process.

The parties agree that all costs and expenses related to this process shall be shared 50/50 by the parties.

The principles will be as follows:

1. It is mutually agreed that submitted grievances can be heard more informally and on short notice , to be referred to as “informal expedited cases.”
2. Informal expedited cases may also be scheduled in advance, in accordance with the normal scheduling process and either party may withdraw from the process up to the commencement of the hearing
3. Subject to any other agreement of the parties, informal expedited cases shall require no prior documentation, save that a joint statement of issue, or an ex parte statement by mutual agreement, shall be filed with the arbitrator no later than 7 days prior to the commencement of the hearing, and a copy provided to the other party.
4. At the hearing, the positions of the parties shall be presented orally. Written briefs need not be utilized in the presentation of informal expedited cases. The parties may submit such documents, records or other evidence as they deem appropriate, subject to the normal rules of admissibility, the Canada Labour Code and the jurisdiction and discretion of the arbitrator.
5. Awards shall not be precedential for the purposes of any future case. Expedited awards shall not be quoted or otherwise cited at the presentation of any future cases between the parties, and shall not be reported, except to the parties, save as required by the Canada Labour Code. Written reasons for awards shall be provided only to the parties to the grievance.

For the duration of this agreement, the panel of mediators shall consist of Judy Korbin, Vince Ready, and Rick Coleman. Mediators will be chosen on a rotating basis. Any member of the panel who, having been requested in his or her turn to act as a mediator and is unwilling or unable to act, shall not again be requested to act until his or her name comes up again on the rotation panel.

## Appendix E



The Toronto Terminals Railway Company Limited 50 Bay Street, Suite 1400, Toronto, ON - M5J 3A5

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18 December 2015

### ***Letter of Understanding between UNIFOR Local 101-R and The Toronto Terminals Railway concerning the banking of overtime at The Toronto Terminals Railway Deltaport Division.***

During the current round of bargaining, Unifor submitted a proposal to implement banking of overtime provisions at TTR Deltaport.

As settlement of this proposal, the Company is agreeable to the following conditions which will take effect first of the month following ratification:

1. Employees wishing to bank time must declare their intentions in writing to the Operations Manager prior to 1 January of each year. Should the employee decide to withdraw from this process, they must submit in writing this intent. Upon receipt of this written notice, the Company will pay to the employee any money owed, within 30 days following receipt of their written notice.
2. Banking of overtime will be on the basis of one and one half (1½) pro rata hours for each hour of overtime. For example, an employee who submits eight (8) hours overtime will have his/her bank credited with twelve (12) pro rata hours. Only shifts of 8 hours may be banked.
3. A maximum bank of forty-eight (48) pro rata hours will be permitted in any calendar year.
4. On General Holidays, only punitive overtime hours will be allowed to be banked.
5. Employee requests will be handled on a first come, first serve basis.
6. The time at which employees will be permitted to liquidate (take) accumulated hours will be mutually agreed between the Operations Manager and each employee. However, the final determination will be at the discretion of the Operations Manager according to the requirements and exigencies of the operation.
7. Employees will not be able to bank time or liquidate any bank time after December 1<sup>st</sup> of each year. Any bank time not liquidated during the calendar year will be paid in a lump sum payment in pay period 26 of each year.
8. When a layoff becomes necessary, the Company and the Union may mutually agree upon a plan for employees to take banked personal time off prior to layoff.

The Director of Operations may postpone or cancel this Banked Time Agreement, upon thirty (30) days' written notice to the Union, if it is found to create an administrative burden or if it is determined that there is insufficient relief to permit employees to liquidate accumulated bank time. Once a notice of postponement or cancellation is served, the parties agree to meet within twenty-one (21) days to review the reasons for the postponement or cancellation and consider suggestions to maintain this agreement.

If you agree that the above properly reflects the understanding reached during our discussion, please indicate by signing in the appropriate space provided below.

Signed at Vancouver, BC this 18<sup>th</sup> day of December 2015.

For the Company:

For the Union:

Signed  
George Huggins  
Director of Operations

Signed  
Jim Wiens  
Vice President Western Region  
UNIFOR Local 101-R

## Appendix F



The Toronto Terminals Railway Company Limited 50 Bay Street, Suite 1400, Toronto, ON - M5J 3A5

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18 December 2015

### ***Letter of Understanding between UNIFOR Local 101-R and the Toronto Terminals Railway, Deltaport Division concerning Article 201.1.4 – Temporary Vacancies.***

The following is an agreement establishing the process for filling temporary vacancies and supersedes Article 20.1.4 of the Collective Agreement.

The parties agree that the following process will be utilized:

1. Seven (7) days following the close of the Change of Card bidding process, all employees who wish to work known temporary vacancies during the Change of Card period, will bid on said vacancies in order of preference, using the "Temporary" Change of Card Bid sheet.
2. Known temporary vacancies of 5 days or more will be filled by the senior qualified applicant from their temporary change of card bid sheet. If a regular position is left vacant because of movement to the TV, this subsequent vacancy will be filled by the next senior qualified applicant from their temporary change of card bid sheet. This process will continue until the last subsequent vacancy is filled by a spare employee. If no spare employees bid the job, this vacancy will be filled from the spare board for the duration of the vacancy.
3. The final four (4) month change of card schedule, with all known temporary vacancies filled, will be distributed or posted to all employees affected.
4. In the event of an unplanned vacancy, approved LOA, or an approved AV (annual vacation) change of 5 days or more, the schedule shall be re-adjusted in the same fashion as Part 2. The adjusted schedule will be distributed or posted to all employees affected.
5. Prior to moving on to the temporary vacancy, an employee may cancel their bid and remain on their assignment provided the Company is given a minimum ten (10) days' notice in writing. Cancellation requests are subject to approval of the Operations Manager and such requests will not be unreasonably denied.
6. When bidding temporary vacancies, employees must take into consideration that there may be a short rest period of less than 8 hours when moving from a regular position to temporary position, or vice versa. Unless otherwise mutually agreed, the employee will be required to protect all days of their bid position or temporary vacancy.
7. The provisions of Article 16 - overtime, will not apply to employees moving from one assignment to another in the exercise of seniority.

This agreement shall remain in effect until revised or cancelled upon thirty (30) days' written notice by either party. Once a notice of cancellation is served, the parties agree to meet within twenty-one (21) days to review the reasons for the cancellation and consider suggestions to maintain this agreement.

Signed at Vancouver, BC this 18<sup>th</sup> day of December 2015.

For the Company:

For the Union:

Signed  
George Huggins  
Director of Operations

Signed  
Jim Wiens  
Vice President Western Region  
UNIFOR Local 101-R



## Appendix G



The Toronto Terminals Railway Company Limited 50 Bay Street, Suite 1400, Toronto, ON - M5J 3A5

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18 December 2015

### *Letter of Understanding between UNIFOR Local 101-R and the Toronto Terminals Railway concerning prescription safety eyewear.*

The following guidelines will govern TTR Deltaport employees who are required to wear prescription safety eyewear.

TTR's safety eyewear standards provide the guidelines on when and where the eyewear is to be worn, colour tints available, quantity allowed, etc.

#### **ORDERING PROCESS:**

1. Employees represented by Unifor will receive a subsidy of 100% for up to one pair of prescription safety eyewear (glasses) per calendar year.
2. Check for eligibility with your supervisor, i.e yearly maximum.
3. Obtain an Authorization Form from your supervisor. Your supervisor will advise you of the TTR authorized eyewear providers.
4. Have your supervisor complete the top portion of the authorization form. Incomplete forms will be returned, thus creating unnecessary delays.
5. Visit your eye doctor and obtain your prescription.

**NOTE:** TTR does not pay for the eye doctor examination. This, however, may be claimed through your Benefit Plan (check Plan for details). There is no need to visit another eye doctor if you have a current written prescription.

6. Visit a TTR approved dispenser for frame fitting and sizing.

This agreement between the parties will end at the completion of the contract agreement (December 31, 2018), and may be included in discussions at the next round of bargaining, if both parties wish to participate in renewed discussions on this issue.

Yours Truly,

Signed  
George Huggins  
Director of Operations  
Toronto Terminals Railway