

**ONTARIO NORTHLAND**

**Agreement No. 4**

**CLERKS AND OTHER CLASSES**

Represented by

**THE CANADIAN BROTHERHOOD OF  
RAILWAY, TRANSPORT AND  
GENERAL WORKERS**

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AGREEMENT NO. 4

COLLECTIVE AGREEMENT

BETWEEN

**ONTARIO NORTHLAND RAILWAY**

AND

**THE CANADIAN BROTHERHOOD OF  
RAILWAY, TRANSPORT AND  
GENERAL WORKERS**



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## ARTICLE 1

### Recognition and Scope

**1.1** The Railway recognizes the Canadian Brotherhood of Railway, Transport and General Workers as the sole collective bargaining agent with respect to wages, hours of work and other working conditions for all classes of employees set forth herein.

**1.2** The following rules and rates of pay shall govern the services of employees of the classifications set forth herein.

**1.3** It is the policy of the railway to co-operate in every practical way with employees who desire advancement to excepted positions. Accordingly such employees who make application to the appropriate officer, stating their desires, qualifications and experience will be given preference for openings in excepted classifications providing they have the necessary capabilities.

## ARTICLE 2

### Definitions and Job Descriptions

The classification of "Clerks" may be subdivided and defined as follows:

#### **2.1 Clerical Workers:**

Employees who regularly devote not less than four hours per day to the writing and calculating incident to keeping records and accounts, rendition of bills, reports and statements, handling of correspondence and similar work.

#### **2.2 Machine Operators:**

**Employees** who regularly devote not less than four hours per day to the operation of office or station mechanical equipment requiring special skill and

training, such as accounting, calculating, statistical and key punch machines, typewriters, dictaphones and other similar equipment.

**2.3 Baggage men, Assistants and Yard Checkers:**

Will be considered as Clerks in the application of apprentice rates of pay.

**2.4** The foregoing definitions, paragraphs (1), (2) and (3) shall not be construed to apply to:

- (a) Employees engaged in sorting bills, inserting and removing carbons, etc.
- (b) Office Boys, Messengers and Call Boys, or to other employees doing similar work.
- (c) Employees performing manual work and requiring clerical ability.

**2.5 Duties of Warehousemen Grade 3:**

(a) Will assign Warehouseman to ensure the prompt expedition and efficient handling and movement of merchandise.

(b) In particular to perform the following duties:  
Checks merchandise against any type of waybill.  
Observes the general condition of the lading and the loading; noting all exceptions, makes a detailed report on appropriate forms.

Ensures that local freight be placed for delivery and **tranship** freight dispatched to correct outgoing car.

Ensures that "in bond" traffic is loaded to manifest points only.

Prepares Over Reports on freight checking over without billing.



Ensures that notations are made at transfer points on original waybills of any shortages, damages, or other exceptions.

Ensures the proper handling of explosives and other dangerous articles in accordance with instructions.

Weighs outgoing traffic at scale and ensures that proper weight is entered on billing, along with proper address.

Ensures that the scales are in good order at all times and immediately reports any exceptions to his/her superior.

Writes up transfer sheets on goods being transferred to, also checks and signs for transfers from connecting carriers.

Scrutinizes the dates on freight bills presented to them by private carters to ascertain storage charges, if applicable. Sorts waybills and traffic as required.

Operates power equipment.

(c) Performs duties of Warehouseman Grade 2, as necessary and other duties as assigned by Management.

#### **2.6 Duties of Warehouseman Grade 2:**

Checks merchandise against any type of waybills.

Observes the general condition of the lading and the loading; noting all exceptions, makes a detailed report on appropriate forms.

Ensures that local freight be placed for delivery and tranship freight dispatched to correct outgoing car.

Ensures that "in bond" traffic is loaded to manifest points only.

Prepares Over Reports on freight checking over without billing.

Ensures that notations are made at transfer points on original waybills of any shortages, damage, or other exceptions.

Ensures the proper handling of explosives and other dangerous articles in accordance with instructions.

Weighs outgoing traffic at scale and ensures that proper weight is entered on billing, along with proper address.

Ensures that the scales are in good order at all times and immediately reports any exceptions to his/her superior.

Writes up transfer sheets on goods being transferred to, also checks and signs for transfers from connecting carriers.

Scrutinizes the dates on freight bills presented to them by private carters to ascertain shortage charges, if applicable.

Sorts waybills and traffic as required. Operates power equipment.

Loads and unloads traffic to and from trains, cars spotted at the shed tracks, trucks and trailers, and to and from shed floor, working into and out of trucks or cars.

Stows traffic in cars in proper route sequence and ensures cars are properly blocked to eliminate damage to shipment enroute.

Coopers damaged traffic to be put in best possible appearance at time of delivery with suitable notation made on unloading record.

Ensures proper sealing of all cars and accurate records of all seals affixed or removed recorded in the seal book.

Performs above and such other duties as required by Warehouseman Grade 3, or by Management.

## **2.7 Left Blank**

### **2.8 Train Messenger**

An employee required to cover a given train service route and take complete charge of all traffic handled in a car or cars, assigned for express or **express-freight** service in the train on which the employee operates. During this period of duty the employee may receive, check, protect, detrain or otherwise dispatch such traffic as is entrusted to his/her care, complete or make trip reports, bad order reports or short reports, waybills, abstracts and any other forms or records required in handling of traffic.

### **2.9 Train Messenger Helper:**

An employee required to cover a given train service route, working under the supervision and instruction of a Train Messenger. He/she will give such assistance as may be required to the Train Messenger during the performance of the latter's duties.

### **2.10 Train Value Guard:**

An employee required to cover a given train service route and assigned to the exclusive duties of guarding valuable traffic in transit.

### **2.11 Regular Combined Train Service and Station Position**

An employee regularly required to perform a combination of Train Service duties and Station duties on a schedule basis. This shall not be construed to cover an employee working in a relief capacity.

### **2.12 (a) Mutually agreed or mutual agreement:**

An agreement between the General Manager of the Railway and the National Representative of the Brotherhood.

**(b) Locally Agreed:**

An agreement between the local supervisory officer of the Railway and the Local Chairman of the Brotherhood.

**2.13 Work Week**

(a) For regularly assigned employees -a week beginning on the first day on which the assignment is bulletined to work;

(b) For spare and relief employees - a period of seven consecutive calendar days starting with Monday.

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

**ARTICLE 3**

**Seniority Groupings**

**3.1** For the purpose of promotion and seniority, employees shall be grouped as follows:

(a) Station, Freight Terminal and Train Service Employees.

(b) Stores Department Employees.

**ARTICLE 4**

**Seniority Status and Lists**

**4.1** Seniority Lists will be posted in the respective Seniority Groups in January of each year. Such lists will show names, positions and dates of last entry into the service in positions covered by this Schedule (due regard being had to the provisions of Articles 7.9, 7.10 and 7.11) from which date seniority will accumulate. The name of an employee shall be placed on the seniority list immediately upon being employed on a position covered by this schedule.

Copies of Seniority lists will be furnished to the National Representative of the Brotherhood and to the Local Chairmen.

**4.2** An employee will be considered on probation until he/she has completed sixty (60) days of actual work in the service of the Railway. If found unsuitable during such period, such employee will not be retained in the service.

**4.3** Protests in regard to seniority standing must be submitted in writing within sixty (60) days from the date seniority lists are posted. When proof of error is presented by an employee or his/her representative, such error will be corrected and when so corrected the agreed upon seniority date shall be final. No change shall be made in the existing status of an employee unless concurred in by the National Representative.

**4.4** No change shall be made in the seniority date accredited an employee which has appeared on two consecutive annual seniority lists, unless the seniority date appearing on such lists was protested in writing within the sixty (60) day period allowed for correctional purposes.

**4.5** An employee who, while filling a position under this Schedule, is promoted to a position covered by another wage agreement, may continue to fill such position for a continuous period up to six months without loss of seniority, but must return to his/her former position at, or prior to, the expiration of such six months' period, or forfeit his/her seniority rights under this Agreement, provided he/she can hold work in his/her own seniority group.

**4.6** The foregoing section shall not apply to an employee who, while holding seniority rights under another wage agreement, obtains employment and establishes seniority under this Schedule. If such an employee, while filling a position under this Schedule, exercises his/her seniority under the provisions of another wage agreement, his/her name will be dropped from the seniority list. An employee shall not be regarded as having exercised seniority rights when used for emergency service only.

**4.7** (a) When an employee is offered an official or excepted position with the Railway, its subsidiaries, the Railway Association of Canada, Canadian Freight Association or Express Traffic Association, it is not obligatory on him/her to accept. If he/she does so and an agreement is reached between him/her and the proper officer of the Railway, confirmed through the National Representative, he/she may retain rights to the position previously held for a period of six months. If he/she remains in such official or excepted position beyond six months, his/her previous position shall be **bulletined** at once but he/she will be continued on the seniority list for the group from which promoted and shall continue to accumulate seniority.

(b) An employee released from excepted employment, as provided for in the second sentence of Article 4.7 (a), may resume his/her former position or, merit and ability being sufficient, may exercise his/her seniority on any position in his/her group which was bulletined while he/she occupied such official or excepted position.

(c) An employee promoted to a permanent non-scheduled, official or excluded position subsequent to December 8, 1978, shall continue to accumulate seniority on the seniority list from which promoted for a period of two consecutive years. Following this

two-year period in such capacity, such employee shall no longer accumulate seniority but shall retain the seniority rights already accumulated up to the date of his or her promotion.

(d) When an employee is released from excepted employment under conditions other than provided for in the second sentence of Article 4.7 (a), the following will apply:

(i) If he/she is released at his/her own request, he/she will be required to render thirty (30) days cumulative service as a spare employee before he/she is eligible to exercise full seniority rights in bidding on vacancies or newly created positions. Under no circumstances will such employee be allowed to displace any regularly assigned employee until he/she has been assigned by bulletin to a position other than a temporary position in his/her own group; or

(ii) If released at other than his/her own request he/she may exercise his/her seniority rights to any position in his/her seniority group which he/she is qualified to fill. He/she must make his/her choice of position in writing within ten (10) calendar days from the date released from excepted employment.

(e) In all cases where an employee returns to a schedule position from an official or excepted position under this Article 4.7 he/she shall commence work on such position, or be available for duty if he/she only stands for spare work, within thirty (30) calendar days of release from excepted employment unless he/she can give a satisfactory reason for not doing so. Failing this he/she shall forfeit his/her seniority and his/her name shall be removed from the seniority list.

**4.8** The name of an employee transferred with his/her work from a staff covered by this agreement to a staff not covered by this agreement shall be removed from the seniority list.

**4.9** An employee who has been discharged and is subsequently returned to the service in a position covered by this Agreement, unless reinstated with his/her former seniority standing, will only be allowed seniority from the date of his/her return to the service. An employee who is not reinstated with his/her former seniority standing within one year of the date of his/her discharge may only be so reinstated by mutual agreement.

## **ARTICLE 5**

### **Bulletining and Filling Positions**

**5.1** (a) Except as provided in clause (b) hereof, temporary vacancies, newly created positions or seasonal positions, any of which are known to be of more than 60 calendar days duration, and vacancies in permanent positions shall be bulletined in the respective seniority groups within 10 days of such vacancies occurring, or new positions being established. Temporary vacancies, or new positions of indefinite duration (except those which are known to be of more than 60 calendar days) need not be bulletined until the expiration of 60 calendar days. Prior to that time they will be covered by the provisions of Article 5.5.

(b) Positions of janitors, will not be bulletined except that when a vacant position of janitor is not filled by an incapacitated person in accordance with Article 8.2 and it is considered that the position is still required, it shall be bulletined in the normal manner.



**5.2** The bulletin shall show location, general description of duties, rate of pay, hours of assignment of the position, and, if temporary, the approximate duration, and shall be posted for seven (7) days in places accessible to all employees affected. Copies of all bulletins issued under this rule shall be furnished to the National Representative.

**5.3** When the regularly assigned starting time of a permanent position is changed two hours or more,, or the rate of pay is decreased, or the assigned rest days are changed, the holder of such position shall have the right to vacate the position within 7 days from the effective date of such change, and exercise his or her seniority rights, the same as though the position were abolished.

**5.4** When the assigned starting time or spread of hours of a position is changed one hour or more, but less than two hours, the incumbent of such position may exercise his/her seniority to another position within the same function (department) at the same office, station or terminal. The employees affected thereby will exercise their seniority also within the same function at the same office, station or terminal. Eventually, the junior employee within that function (at the same office, station or terminal) will fill the open vacancy. Such employees will not be considered as displaced within the meaning of Article 7.

**5.5** Temporary vacancies, seasonal positions and newly created positions, when known to be for 60 calendar days or less will not be bulletined. However, suitable advance notice will be posted at the station or terminal affected. Such position shall be awarded to the qualified senior employee who makes application therefor within five calendar days from the date notice is posted. Applications from regularly as-

signed employees shall only be accepted when it is known the vacancy is for five working days or more and when it involves one of the following:

- (a) An increase in rate of pay;
- (b) A change in shift;
- (c) A change in rest day or days.

When other qualified employees are available regularly assigned employees will not be allowed to commence work on a temporary vacancy and their regular assignment on the same day.

**NOTE A:** A temporary vacancy is defined as a vacancy in a position caused by the regularly assigned occupant being absent from duty, or being temporarily assigned to other duties.

**5.6** Employees desiring such positions shall file their applications with the designated officer within that time and the appointment, if made, shall be made within five (5) days thereafter.

**5.7** An employee applying for a bulletined position may cancel his or her application any time prior to the closing date of bulletin. Should the senior applicant, or applicants withdraw, the remaining applicants will be considered without regard to withdrawn applications and without further bulletin.

**5.8** Applications may not be withdrawn after the closing date of bulletin and the employee appointed to a bulletined position cannot bid in his/her former position until it again becomes vacant.

**5.9** In case of a bulletined vacancy in either group, for which no applications are received, the employees in the other group shall be given an opportunity of bidding on such vacancy, in preference to hiring a new employee.

**5.10** Appointments shall be made by the supervisory officers, based on qualifications and seniority; qualifications being sufficient, seniority shall govern. The name of the appointee shall be bulletined within five (5) days in the same manner as the position was bulletined.

**5.11** Bulletined positions may be filled temporarily pending the assignment of the successful applicant.

**5.12** When a new position is created temporarily, if it is anticipated that it is to be in existence sixty (60) days or more, it shall be promptly bulletined giving full particulars. A position which has been in existence sixty (60) days without being bulletined shall be bulletined at once.

**5.13** A regularly assigned employee who is assigned to a temporary vacancy of any duration must upon completion of such temporary assignment, return to his/her **regularly** assigned position. He/she may, however, displace a junior employee on any other temporary assignment before returning to his/her regularly assigned position.

**5.14** Employees returning from vacation or leave of absence shall resume their former positions respectively, or may within five (5) days thereafter exercise their rights to any position bulletined during their absence, merit and ability being sufficient, and employees displaced will be permitted to exercise their seniority in their former seniority groups to any position they are qualified to fill, other than a position just vacated where the employee has returned from injury or sick leave.

**5.15** An employee who is assigned to a position by bulletin, will receive a full explanation of the duties of the position and must demonstrate his/her ability to perform the work within a reasonable probationary

period up to thirty (30) working days, the length of time dependent upon the character of the work. Any extension of time beyond thirty (30) working days shall be locally arranged. Failing to demonstrate his/her ability to do the work he/she shall be returned to his/her former position without loss of seniority and the employee so displaced will be allowed to exercise his/her seniority.

**5.16** When a senior applicant is not awarded a bulletined position, he/she may appeal the appointment, in writing, within fourteen calendar days of such appointment through the grievance procedure. After making an appeal he/she may be required or at the request of the Local Chairman be allowed to demonstrate his/her qualifications for the position. The Local Chairman or his/her authorized committee person may be present at such demonstration.

**5.17** Within fifteen (15) calendar days after their appointment, regular employees may elect as their headquarters station one of the stations in which they perform regular swing relief service and in such office will have the right to do temporary work in accordance with their seniority. The headquarters station will not be changed except in a case of a change in the consist of the swing position after a choice has been made or when a vacancy results in another employee being assigned to the swing position.

**5.18** In the event that there is an unfilled vacancy for which there is no qualified applicant, the junior qualified employee at the station or terminal may be required to fill such position. The company shall inform the Local Chairman under whose jurisdiction the employee comes, that this Article has been invoked. In such cases, the company will arrange the training of another employee for the position so that

the employee required to fill the position may be returned to his/her regular assignment as soon as practicable and shall be able to resume his/her former position after 30 calendar days.

**5.19** Employees shall be permitted to **assume** positions to which appointed within fifteen (15) calendar days of the date of bulletin making the appointment and must assume such position within thirty (30) calendar days of such appointment or on completion of their present, or subsequent, temporary assignments.

## **ARTICLE 6**

### **Transfers**

**6.1** An employee having not less than one year's seniority and filling a regularly assigned position, may transfer from one seniority group to another without loss of seniority by making written application to his/her superior officer for transfer, setting forth his/her qualifications and forwarding one copy of such application to the National Representative. Transfer will be arranged within thirty (30) days from date of application, and the name of the employee so transferred will be promptly removed from the seniority list of the group he/she left and will be placed on the seniority list of the group to which he/she is transferred. After transfer has been effected, the employee will be required to render thirty (30) days' cumulative service as a spare employee in the group to which transferred before he/she is eligible to exercise full seniority in bidding on vacancies or newly created positions. Under no circumstances will such employee be allowed to displace any regularly assigned employee in the group until he/she has been assigned by bulletin to a position other than a temporary position in such group.

**6.2** An employee assigned by bulletin to a temporary position in another group must return to his/her former position in his/her original group unless during his/her absence positions have been bulletined in his/her original group, in which event he/she will have the privilege of exercising his/her seniority on such positions.

## **ARTICLE 7**

### **Staff Reduction and Recall to Service**

**7.1** In instances of staff reduction, not less than five (5) working days' advance notice will be given to regularly assigned employees whose 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. The Local Chairman will be supplied with a copy of any notice in writing.

**7.2** An employee whose position is abolished or who is displaced from his/her permanent position, provided he/she is qualified to perform the work, may:

(a) displace a junior employee in his/her own seniority group, on a temporary or permanent position, or

(b) after exhausting his/her seniority rights at his/her own station or terminal, he/she may elect to protect spare and relief work at his/her present station or terminal or any station or terminal at which he/she had previously been laid off or displaced. The number of employees protecting spare or relief work in any seniority group at any one point shall not exceed one such employee for every five (5) established positions.

(c) An employee in group (a) as defined in Article 3.1 who does not have sufficient seniority to claim a position in his/her own terminal will be permitted to displace into group (b) in that terminal and,

(d) An employee in (b) group, who does not have sufficient seniority to claim any position in his/her own terminal, will be permitted to exercise his/her seniority in (a) group in his/her own terminal.

(e) An employee who elects options (c) or (d) will transfer all his/her seniority rights to the other group.

(f) An employee who does not elect options (b), (c) or (d) and has exhausted his/her rights under option (a) shall be considered as laid off.

Such an employee shall forfeit his/her seniority if he/she does not notify the officer in charge and the Local Chairman, in writing, of his/her choice within ten calendar days from the date of displacement or abolition of his/her position.

**7.3** An employee who has signified his/her intention to displace a junior employee shall forfeit his/her seniority and his/her name shall be removed from the seniority list if he/she fails or refuses to commence work on the regularly assigned position he/she has chosen within 20 calendar days of making his/her choice, or within 5 calendar days of exercising his/her seniority on a temporary assignment. An employee completing or being displaced from a temporary position may displace a junior employee on another temporary or permanent position for whose position he/she is qualified.

**7.4** An employee who has elected to remain available for spare work, shall be removed from the seniority list, if he/she fails to apply for a bulletined position for which qualified or has previously worked at the station or terminal where that employee re-

mained available for spare work or if he/she refuses to report for local work, for which qualified or has previously performed upon 8 hours' notice to do so. This provision will also apply to an employee hired on a temporary basis.

**7.5** When an employee is on leave of absence or vacation at the time his/her position is abolished or he/she is displaced, the time limits specified in Article 7.3 will apply from the time he/she reports for duty.

**7.6** An employee who fails to comply with Articles 7.3 or 7.4 because of illness, or other cause for which leave of absence has been granted, shall not lose his/her seniority.

**7.7** An employee who has exercised his/her seniority in accordance with Article 7.2 will be given a full explanation of the duties of the position and necessary on-the-job training, up to 15 working days. Failing then to show the necessary qualifications for the position he/she has chosen, he/she will be required to vacate such position. He/she may again displace a junior employee. The employee he/she originally displaced, and other employees displaced as a direct consequence thereof, shall return to their former positions.

**7.8** In order that laid off employees may be informed when work is available for them, they shall keep the Superintendent of Train Operations, Manager Express Services and also the Director Purchasing informed of their address - also the Local Chairman of the seniority group.

**7.9** A laid off employee shall if qualified, be returned to the service in order of seniority when staff is increased or when vacancies occur in his/her seniority group.



**7.10** Laid off employees shall be given preference of employment in filling new positions or vacancies in other than their own seniority groups when no qualified laid off employees are available in such groups.

**7.11** A laid off employee who is employed elsewhere at the time he/she is notified to report for duty, may without loss of seniority, be allowed ninety (90) days in which to report, providing:

(a) That it is definitely known that the duration of the work will not exceed ninety (90) days.

(b) That other laid off employees in the same seniority group are available.

(c) That written application is made to his/her superior officer immediately on receipt of notification to resume duty, with copy to the National Representative.

**7.12** A laid off employee who fails to report for duty or to give satisfactory reasons for not doing so within ten (10) days from date of notification shall forfeit his/her seniority rights under this schedule and his/her name shall be struck off the seniority list.

**7.13** Where written notice is given a laid off employee to return to work, a copy of such notice shall be forwarded to the National Representative.

## **ARTICLE 8**

### **Rehabilitation**

**8.1** (a) When mutually agreed, an employee who has become unfit to follow his/her usual occupation may be placed in a position covered by this agreement, which he/she is qualified to fill, notwithstanding that it may be necessary to displace a junior able-bodied employee to provide suitable employment for him/her.

(b) When this provision is invoked every possible effort will be made to find suitable employment at the employee's work location before considering positions at other locations.

(c) An employee placed in another seniority group will accumulate seniority in such group only from the date he/she starts work therein.

**8.2** A person who has been incapacitated in the service of the railway, and is physically unfit to follow his/her usual occupation or to fill any position covered by wage agreement under which he/she was employed, may be assigned to a position of Janitor, covered by this agreement, when a vacancy occurs, except that preference will be given to laid off employees covered by this agreement.

**8.3** (a) Except as provided in Clause (b) hereof, an employee placed on a position under the provisions of this Article shall not be displaced by an able-bodied employee so long as he/she remains on such position. Should he/she subsequently recuperate he/she shall be subject to displacement, in which case he/she shall exercise his/her seniority rights in the seniority group where placed, or he/she may return to the group from which he/she came with his/her former seniority standing.

(b) An employee covered by Clause (a) hereof may be displaced by a senior employee who would otherwise be forced to relocate in order to hold work on the railway or be laid off. If such senior employee is eligible for Maintenance of Basic Rates under the Job Security Agreement he/she would only be allowed to displace to the janitor's position when the janitor's rate surpassed the incumbency rate. A senior employee displacing an incapacitated employee under this provision must exercise seniority

to equal or higher rated positions as they become vacant in order to allow the incapacitated employee to return to the position of janitor.

**8.4** The railway shall furnish the National Representative with full particulars of each case, subject to Article 8.2 and 8.3 hereof prior to a permanent appointment being made.

## **ARTICLE 9**

### **Training**

**9.1** 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 during the regular working hours when it will not unduly interfere with the performance of their regularly assigned duties.

The supervisory officer may for this purpose arrange with the interested employees to exchange positions for temporary periods without affecting the rates of pay of the employees concerned. The Local Chairman of the Brotherhood will be informed when employees exchange positions in accordance with this Article.

#### **9.2 Training During Normal Working Hours:**

An employee required by the Railway to take training during his/her normal working hours will be paid his/her regular rate of pay while in training.

#### **Training Outside Normal Working Hours:**

An employee required by the company to take training outside his/her normal working hours will be compensated at his/her regular rate of pay while in training, except that on any day when the company requires an employee to take training in addition to working his/her regular assignment, he/she shall be compensated for all such combined time, in excess of eight (8) hours, at punitive rates.

### **Voluntary Training:**

Where training facilities are provided by the Railway on a voluntary basis, an employee taking advantage of such training will not be compensated.

## **ARTICLE IO**

### **Discipline and Grievances**

**10.1** (a) No discrimination will be made in the employment, retention or conditions of employment of employees because of membership or non-membership in labour organizations.

(b) When a discipline assessment will be only a reprimand, warning or caution, or the like, a "hearing" or "investigation" is not necessary. In such cases, when the matter is discussed directly with the employee by the supervisor, a third party, such as a fellow employee, other supervisor or union representative, shall not be in attendance. This provision will not operate to extend the one year period for the clearing of previous demerit marks. Interaction management discussion forms will not be placed on employee files.

**10.2** An employee, who has completed a probationary period of sixty (60) working days will not be disciplined or discharged without an investigation.

**10.3** Investigations in connection with alleged irregularities will be held as quickly as possible. An employee may be held out of service for investigation (not exceeding three working days). When an employee is not held out of service, the investigation will, if practicable, be held during his/her regular working hours. He/she will be given at least one day's notice of the investigation and notified of the charges against him/her. This shall not be construed to mean that a proper officer of the railway, who

may be on the ground when the cause for investigation occurs, shall be prevented from making an immediate investigation. An employee may, if he/she so desires, have the assistance of one or two fellow employees, or the Local Chairman or authorized committee person of the Brotherhood, at the investigation. The employee being investigated shall be furnished with a copy of his/her own statement. The decision will be rendered as quickly as possible but in any event not later than 21 calendar days from the date the statement is taken from the employee being investigated. An employee will not be held out of service pending the rendering of a decision, except in the case of a dismissable offence.

**10.4** If the decision is considered unjust, an appeal may be made in writing within fourteen (14) calendar days in accordance with the Grievance Procedure. Such appeal shall set forth the grounds upon which it is made. The hearing on appeal shall be granted and a decision rendered as quickly as possible. On request, the National Representative shall be shown all evidence in the case.

**10.5** Should an employee be exonerated he/she shall be paid at his/her regular rate of pay for any time lost (one (1) day for each twenty-four (24) hours), less any amount earned in other employment. If away from home he/she shall, on production of receipts, be reimbursed reasonable expenses for travelling to and from the investigation.

**10.6** Any complaint raised by an employee concerning the interpretation, application or alleged violation of this Agreement shall be dealt with in the following manner; this shall also apply to an employee who believes that he/she has been unjustly dealt with:

**Step 1**

Within fourteen (14) calendar days from cause of grievance the employee and/or the Local Chairman may present the grievance either orally or in writing to the immediate supervisor who will give a decision as soon as possible but in any case within fourteen (14) calendar days of receipt of grievance.

**Step 2**

Within twenty-eight (28) calendar days of receiving decision under Step 1, the National Representative may appeal in writing to the appropriate functional department head e.g. Superintendent of Train Operations, Manager Purchasing. A decision will be rendered within twenty-eight (28) calendar days of receiving the appeal.

**Step 3**

Within twenty-eight (28) calendar days of receiving decision under Step 2, the National Representative may appeal to the General Manager. A decision will be rendered within twenty-eight (28) calendar days of receiving the appeal.

The appeal shall include a written statement of the grievance and where it concerns the interpretation or alleged violation of the collective agreement, the statement shall identify the Article and paragraph of the Article involved.

**10.7** Except as provided in Article 10.8 any grievance not progressed by the Brotherhood within the prescribed time limits 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 prescribed time limits, the grievance may be progressed to the next step in the grievance procedure.

**10.8** When a grievance based on a claim for unpaid wages is not progressed by the Brotherhood within the prescribed time limits, it shall be considered as dropped. When the appropriate officer of the company fails to render a decision with respect to such a claim for unpaid wages within the prescribed time limits the claim will be paid. The application of this Article 10.8 shall not constitute an interpretation of the collective agreement.

**10.9** The time limits specified in this Article 10 may be extended, at Step 1, by local agreement, and in Steps 2 and 3 by mutual agreement.

**10.10** The settlement of a grievance shall not under any circumstances involve retroactive pay beyond a period of sixty (60) calendar days prior to the date that such grievance was submitted at Step 1 of the grievance procedure.

**10.11** A grievance concerning the interpretation or alleged violation of this agreement or an appeal by an employee that he/she has been unjustly dealt with which is not settled at Step 3 of the grievance procedure shall be submitted to the Canadian Railway Office of Arbitration for final settlement without stoppage of work in accordance with the Regulations of that office. Request for arbitration must be given within 60 days from the date of receiving decision at Step 3 of the grievance procedure. The time limit provided in this Article 10.11 may be extended by mutual agreement.

## **ARTICLE II**

### **Free Transportation and Leave of Absence**

**11.1** Employees will be granted free rail transportation and leave of absence, without pay, to attend their meetings, such leave will not exceed two days.

**11.2** Necessary leave of absence will be granted to employees' delegates to attend their convention. This privilege will only be granted provided the railway is not thereby put to additional expense, and provided it does not interfere with the requirements of the service. Leave of absence to attend local meetings will be restricted to four times per year.

**11.3** Members of the Local Grievance committee shall be relieved when required for Committee work, and shall be furnished necessary transportation. All possible notice must be given to their superior officer so that the interests of the railway will not suffer. Members of such Committee shall suffer no loss of pay, provided such leave does not involve additional expense to the railway.

**11.4 (a)** At the discretion of the railway, employees shall be granted leave of absence not to exceed six months. Requests for leaves of absence must be made in writing and a reply will be given in writing.

**(b)** A leave of absence granted under Article 11.4 (a) may be extended by application in writing to the proper officer in ample time to receive permission or refusal before the expiration of the leave, or absolute proof furnished as to bona fide sickness preventing return to duty.

**(c)** Should an employee fail to return to duty at the expiration of the **authorized** leave, an investigation shall be scheduled in accordance with Article 10.3, following which the employee's name shall be taken from the seniority list, unless the General Manager decides otherwise concurred in by the National Representative. Failing this, if the employee returns to work thereafter, he/she shall rank as a new employee.



**11.5** Leave of absence under this rule shall not be granted for the purpose of engaging in work outside the railway service, except in cases involving sickness or other exceptional circumstances, or when made the subject of mutual agreement.

**11.6** Leave of absence under this rule shall be restricted to two successive leaves, unless otherwise mutually agreed.

**11.7** The name of an employee on authorized leave of absence shall be continued on the seniority list for the group in which he/she has established seniority rights.

## **ARTICLE 12**

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

**12.1** Eight consecutive hours' work (except as otherwise provided) exclusive of the meal period, shall constitute a day's work. (This clause not applicable to train service employees.)

**12.2** Employees may be assigned to work eight consecutive hours and allowed twenty (20) minutes for lunch, with no deduction in pay.

**12.3** (a) Where the work is of an intermittent character, there being no work for periods of more than one (1) hour's duration for one or more employees, and their services cannot otherwise be utilized, split trick assignments may be established by mutual agreement.

(b) Split trick assignments will be confined to not more than two (2) tours of duty within a spread of twelve (12) consecutive hours in any day with payment for not less than eight (8) hours within a period of twelve (12) consecutive hours. The spread of hours may be extended by mutual agreement to take care of exceptional conditions.

NOTE: This rule may be applied only to janitors, passenger station and/or freight shed staffs. Split trick assignments must not be established until agreed to by the National Representative, or, in the case of a dispute, until a decision has been rendered authorizing establishment.

**12.4** Where it has been the practice for monthly rated employees to work less than eight (8) hours per day that practice shall be continued, unless changed on account of conditions beyond the control of the railway. It is understood that should the exigencies occasionally demand, employees working such reduced hours, may be required to work extra hours, and that the present practice shall be continued where employees working reduced hours are, to meet the requirements, regularly required to put in extra hours; but overtime shall not accrue until eight (8) hours' service has been performed.

**12.5** Regularly assigned employees who report for duty on their regular assignments shall be permitted to complete their assignments unless they lay off of their own accord, in which event they shall be allowed actual time worked at pro rata rate, except as may be otherwise mutually arranged locally in respect of weekly rated employees.

**12.6** Employees will be allowed time in which to eat between the ending of the fourth hour and the beginning of the seventh hour after starting work, unless otherwise mutually arranged locally.

**12.7** The meal period shall not be less than thirty (30) minutes, nor more than one (1) hour, unless otherwise mutually arranged locally.

**12.8** Employees shall not be assigned a meal period between the hours of 10:00 p.m. and 6:00 a.m.

**12.9** If time in which to eat is not afforded within the allowed or agreed time limit, and is worked, such time shall be paid for at the overtime rate, and 20 minutes for lunch, without deduction in pay, shall be afforded at the first opportunity.

**12.10** Regular assignments shall have a fixed starting time and the regular starting time shall not be changed without at least 48 hours' notice to the employees affected. The starting time of an employee shall be the same on all days of the week, unless otherwise agreed upon locally.

**12.11** Spare employees called in to work, except to relieve on regular assignments, will be paid at pro rata rate with a minimum of four hours for each time required to commence work; the meal period provided for in Article 12.6, not to be considered a break.

**12.12** Except in emergencies, spare employees shall not be called for duty in any seven (7) day period after they have completed forty (40) hours' work in such period.

## **ARTICLE 13**

### **Overtime and Calls**

**13.1** Subject to the provisions of Article 12.4, time worked by employees on regular assignments, continuous with, before or after the regularly assigned hours of duty shall be considered as overtime and shall be paid at one and one-half (1 1/2) times the hourly rate of pay in minimum increments of fifteen (15) minutes. Every effort will be made to avoid the necessity for overtime; however, when conditions necessitate, employees will perform authorized overtime work as locally agreed in writing. An employee filling an established full-time position, required to work overtime for more than two (2) hours,

continuous with completion of that employee's regular tour of eight (8) hours' duty will be allowed without deduction of pay, twenty (20) minutes in which to eat, immediately upon completion of two (2) hours' overtime.

**13.2** There shall be no overtime on overtime. Time worked in excess of forty (40) hours in a work week shall be paid for at time and one-half, but overtime hours paid for under Article 13.1 shall not be utilized in computing the forty (40) hours **per week**. However, up to eight (8) hours paid for on holidays or when changing shifts may be so **utilized**. In addition, time paid for as **arbitraries** or special allowances (e.g. attending court, deadheading, travel time) shall be **utilized** in computing overtime when such payments apply during assigned working hours, or where such time is not included under existing articles in computations leading to overtime.

**13.3** Time worked in excess of the regularly assigned hours, due to changing shifts, shall be paid at hourly rates, if due to application of seniority rules or where such changes in shifts are locally arranged.

**13.4** Employees will not be required to suspend work during regular hours to absorb overtime.

**13.5** Overtime shall be worked only by direction of proper authority. Where advance authority is not obtainable, overtime will not be allowed unless claim is made to the proper officer within forty-eight (48) hours from the time service is performed.

**13.6** Regularly assigned employees notified, or called to work not continuous with, before, or after their regular assigned hours, shall be allowed a minimum of three hours at one and one-half times the hourly rate for three hours' work or less. This does not apply to employees whose calls are cancelled before leaving home.

**13.7** The hourly rate for weekly rated employees is computed by dividing the weekly rate by 40.

**13.8** Employees required to work on their assigned rest days shall be paid at one and one-half (1 1/2) times their hourly rate with a minimum of three (3) hours for which three (3) hours service may be required, except:

- (a) as otherwise provided under Article 14;
- (b) where such work is performed by an employee moving from one assignment to another in the application of seniority or as locally arranged;
- (c) where such work is performed by an employee moving to or from an extra, laid-off or preferential list.

#### **ARTICLE 14**

##### **Assigned Work Week and Rest Days**

**14.1** (a) A work week of forty (40) hours consisting of five days of eight (8) hours each with two rest days in each seven (7) is established subject to the following modifications.

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

(c) 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. The work weeks may be staggered in accordance with the railway's operational requirements. Days of service may, on seventy-two (72) hours' notice, be reassigned when necessary.

**14.2** (a) Employees required to work on their assigned rest days off duty shall be paid at one and

one-half times the pro rata rate with a minimum of three (3) hours for which three (3) hours service may be required.

(b) Swing employees required to work on their assigned rest days shall be paid the overtime punitive rate of the position worked, but such rate shall not be less than applies to the lowest rated position to which they are assigned during their work week.

**14.3** 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 the operational requirements and that otherwise additional relief service or working an employee on an assigned rest day would be involved.

**14.4** 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 normally not exceed (5) days and rest days so accumulated shall normally be allowed consecutively when five (5) 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. Positions on which rest days are to be accumulated shall be so bulletined.

**14.5** In the event that a situation arises which makes it impracticable to assign consecutive rest days to all employees, the following procedure shall be observed:

(a) All possible regular relief positions shall be established pursuant to Article 14.6 hereof.

(b) 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.

(c) Accumulation of rest days under Article 14.4 hereof shall be considered.

(d) 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.

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

(f) 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 .

(g) The least desirable solution of the problem would be to work some regular employees on the sixth (6th) or seventh (7th) days at overtime rates and thus withhold work from additional relief employees.

**14.6** (a) All possible regular relief assignments with five (5) days' work per week and two consecutive rest days (subject to Article 14.5 hereof) 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.

(b) Where situations exist making it impracticable to establish relief assignments in accordance with the above, the officers of the railway and the National Representative may, by mutual agreement, arrange

for relief assignments on such other basis as may be suitable. Consent to such proposed arrangements shall not be unreasonably withheld in cases where otherwise employees would be required to work on assigned rest days or unreasonable travel time would be involved.

**14.7** 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.

**14.8** Where work is required by the railway to be performed on a day which is not part of any assignment, it may be performed by an available spare or relief employee who will otherwise not have forty hours of work that week.

## **ARTICLE 15**

### **Life Insurance Upon Retirement**

**15.1** An employee who retires from the service with a company pension will be entitled to a \$3,500. life insurance policy fully paid up by the company. If retirement on pension is earlier than age 65 and an employee's term life insurance is extended to age 65, the paid up policy will be provided at age 65.

### **Continuation of Benefits**

**15.2** Effective July 1, 1986, employees retiring from the service prior to age 65 will have their Life Insurance, Dental Plan and Extended Health Care Plan continued until they attain the age of 65.

### **Injured On Duty**

**15.3** 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.

## **ARTICLE 16**

### **Service Away from Headquarters**

**16.1** An employee who is regularly assigned to a position, the duties of which require him/her to be on the line from time to time, may be compensated at a monthly rate to cover all services rendered. Necessary actual expenses will be allowed while away from headquarters. This will also apply to employees relieving on such positions.

**16.2** Except as provided in Article 16.1 hereof, a regularly assigned employee required to perform service away from the station at which regularly employed will be compensated in accordance with the schedule rules applicable at the point at which such service is performed for the time actually worked, and, unless sleeping car accommodation is furnished or paid for by the railway, will be compensated at pro rata rate for the time occupied in travelling. The number of hours paid for to be not less than he/she would have earned on his/her regular assignment. Necessary actual expenses will be allowed while away from headquarters.

**16.3** Where an automobile mileage allowance is paid such allowance shall be:

28¢ per km for the first 4,000 km  
22.5¢ per km - 4,001 to 10,700 km  
18.5¢ per km - 10,701 to 24,000 km  
16¢ per km - over 24,000 km

**ARTICLE 17**  
**Attending Court**

**17A.1** An employee who is summoned for jury duty and is required to lose time from his/her assignment as a result thereof, shall be paid for actual time lost with a maximum of one (1) basic day's pay at the straight time rate of his/her position for each day lost, less the amount allowed him/her for jury duty for each such day excluding allowances paid by the court for meals, lodging or transportation, subject to the following requirements and limitations:

**17.2** Any fee or mileage accruing shall be assigned to the railway.

**ARTICLE 17A**  
**Jury Duty**

**17A.1** An employee who is summoned for jury duty and is required to lose time from his/her assignment as a result thereof, shall be paid for actual time lost with a maximum of one (1) basic day's pay at the straight time rate of his/her position for each day lost, less the amount allowed him/her for jury duty for each such day excluding allowances paid by the court for meals, lodging or transportation, subject to the following requirements and limitations:

(a) An employee must furnish the company with a statement from the court of jury allowances paid and the days on which jury duty was performed.

(b) The number of working days for which jury duty shall be paid is limited to a maximum of sixty (60) days in any calendar year.

(c) No jury duty pay will be allowed for any day for which the employee is entitled to vacation or general holiday pay. An employee who has been allotted his/her vacation dates will not be required to change his/her vacation because he/she is called for jury duty.

## **ARTICLE 18**

### **Held for Investigation or Railway Business**

**18.1** Employees held for railway investigations and no responsibility is attached to them in connection with the matter under investigation (i.e. not subject to discipline) or on railway business on the order of the proper officer will, if required to lose time by reason thereof, be paid for time lost. If no time is lost they will be paid from the time required to report until actually released at one and one-half (1 1/2) times the pro rata rate, with a minimum of two hours. Reasonable expenses for transportation, necessary meals and lodging will be allowed by the railway.

## **ARTICLE 19**

### **Relief Work and Preservation of Rates**

**19.1** (a) Employees temporarily assigned for one hour or more, cumulative, in any one day, to higher rated positions, shall receive the higher rate while occupying such positions, due regard being had to apprentice or graded rates. Employees temporarily assigned to lower rated positions shall not have their rates reduced.

(b) A "temporary assignment" contemplates the fulfillment of the duties and responsibilities of the position during the time occupied. Assisting a higher rated employee due to a temporary increase in the volume of work does not constitute a temporary assignment.

(c) Clauses (a) and (b) shall not apply to monthly rated employees who are filling higher rated positions through higher rated employees being absent from duty with pay due to sickness or similar cause, other than vacation.

**19.2** Employees engaged temporarily, or employees temporarily promoted, on account of employees being off duty without pay due to sickness or similar cause, or on vacation with pay, shall receive the schedule rate applicable to the position on which employed, due regard being had to apprentice or graded rates.

**19.3** The rates of pay for additional positions established shall be in conformity with the rates of pay for positions of similar kind or class at the agency or in the district where located.

**19.4** Established positions shall not be discontinued and new ones created covering relatively the same class of work for the purpose of reducing the rates of pay.

**19.5** No change shall be made in agreed classifications or basic rates of pay for individual positions unless warranted by changed conditions resulting in changes in the character of the duties or responsibilities. When changes in classifications and/or basic rates of pay are proposed, or when it is considered that a position is improperly classified or rated, the work of the positions affected will be reviewed and compared with the duties and responsibilities of comparable positions by the General Manager (or his designated representative) and the National Representative, with the object of reaching agreement on revised classifications and/or rates to maintain uniformity for positions on which the duties and responsibilities are relatively the same.

**19.6 (a)** Notwithstanding the provisions of Article 10.6 when a bona fide new job or position is to be established which cannot be properly placed in an existing classification by mutual agreement, Management will establish a classification and rate on a temporary basis.

(b) Written notification of the temporary rate and classification will be furnished to the National Representative.

(c) The new rate and classification shall be considered temporary for a period of sixty (60) calendar days following the date of notification to the National Representative. During this period (but not thereafter) the National Representative may request the railway to negotiate the rate for the classification. The negotiated rate, if higher than the temporary rate, shall be applied retroactively to the date of the establishment of the temporary classification and rate, except as otherwise mutually agreed. If no request has been made by the Brotherhood to negotiate the rate within the sixty (60) calendar day period, or if no grievance is filed within sixty (60) days from the date of notification to the National Representative or upon completion of negotiations, as the case may be, the temporary classification and rate shall become a part of the wage scale.

(d) If the railway and the Brotherhood are unable to agree on a classification, and rate for the new job, the disputed rate and/or classification may be treated as a grievance. The grievance may be taken up at Step No. 3 of the grievance procedure and if it is not resolved it may be referred to an arbitrator under Article 10.

(e) It is specifically agreed that no arbitrator shall have the authority to alter or modify the existing classifications or wage rates but he/she shall have the authority, subject to the provisions of this Agreement, to determine whether or not a new classification or wage rate has been set properly within the framework of the railway's established classification and rate setting procedure.

## ARTICLE 20

### Service Letters

**20.1** Persons entering the service of the railway will within thirty (30) days from the date of employment have returned to them all service cards and letters of recommendation which had been taken up for inspection by the railway, except those addressed to or issued by the railway.

**20.2** An employee who is dismissed, or leaves the service of his/her own accord after giving due notice, will, upon request, be given the usual certificate of service and will be paid as soon as possible.

## ARTICLE 21

### General Holidays

**21.1** An employee who qualifies in accordance with Article 21.2 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	St. Jean Baptiste Day
Day Following New Year's Day (Ontario only)	(Quebec only)
Good Friday	Dominion Day
Easter Monday (Substitution for Remembrance Day)	Civic Holiday
Victoria Day	Labour Day
	Thanksgiving Day
	Christmas Day
	Boxing Day

**NOTE -** If the Government of Canada designates "Heritage Day" or such other day as a General Holiday, the day so observed by the Government shall be substituted for "the day after New Year's Day" in Ontario and for "the first Monday in August" in the Province of Quebec.

**21.2** In order to qualify for pay for any one of the holidays specified in Article 21 .1 hereof, 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 an employee who is required to work on the holiday;

(b) must be available for duty on such holiday if it occurs on one of his/her work days excluding vacation days except that this does not apply in respect of an employee who is laid off or suffering from a **bona fide** injury, or who is **hospitalized** on the holiday, or who is in receipt of, or who subsequently qualifies for, weekly sickness benefits because of illness on such holiday.

(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 except that this does not apply to an employee regularly assigned to a weekly rated position. An employee regularly assigned to a weekly rated position must have performed compensated service in the pay period in which the holiday occurs. (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 sickness benefits and **authorized** maternity leave will be included in determining the **12** shifts or tours of duty referred to in this Clause (c).

When work is required to be performed on a general holiday the company will inform the Local Chairman or **authorized** committee person which position(s)

will be required. The employee(s) required to work will be assigned as locally arranged. If such local arrangement is not concluded prior to four calendar days in advance of the general holiday the company will designate the employee(s) required to work these positions.

A regularly assigned employee who is required to work on such general holiday shall be given an advance notice of four 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.

**21.3** A qualified employee whose vacation period coincides with any of the general holidays specified in Article 21.1 shall receive an extra day's vacation with the pay to which the employee is entitled for that general holiday.

**21.4 (1) (a)** An assigned employee qualified under Article 21.1 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.

**(b)** An unassigned or spare employee qualified under Article 21.2 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: For weekly rated employees, "eight hours' pay at the straight time rate" shall be deemed to be a day's pay as calculated according to Article 21.6.

**(2)** An employee qualified under Article 21.2 and who is required to work on a general holiday shall be paid, in addition to the pay provided in Section (1) of this Article 21.4, 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.

**21.5** Shifts or tours of duty commencing between 2400 hours on the eve of the general holiday and 2359 hours on the night of the general holiday, both times inclusive, shall be considered as work on that holiday.

**21.6** The daily rate of pay for weekly rated employees shall be the weekly rate divided by five.

## **ARTICLE 22**

### **Annual Vacations**

**22.1 (a)** An employee who, at the beginning of the calendar year, is not qualified for vacation under Clause (b) 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 (b) hereof.

**(b)** 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 four years and has completed at least 1,000 days of cumulative compensated service, shall have his/her vacation scheduled 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 (c) hereof.

**NOTE (1) -** An employee covered by Clause (b) hereof, will be entitled to vacation on the basis outlined therein if on his/her fifth or subsequent service anniversary date he/she achieves 1,250 days of cumulative compensated service; otherwise his/her vacation entitlement will be calculated as set out in Clause (a) 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.

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

**NOTE (2) -** An employee covered by Clause (c) hereof, will be entitled to vacation on the basis outlined therein if on his/her 11<sup>th</sup> or subsequent service anniversary date he/she achieves 2,750 days of cumulative compensated service, otherwise his/her vacation entitlement will be calculated as set out in Clause (b) 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.

(d) 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 19 years and has completed at least 4,750 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 (e).

**NOTE (3)** - An employee covered by Clause (d) hereof, will be entitled to vacation on the basis outlined therein if on his/her 20th or subsequent service anniversary date he/she achieves 5,000 days of cumulative compensated service; otherwise his/her vacation entitlement will be calculated as set out in Clause (c) 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.

(e) Subject to the provisions of Notes 4 and 5 below, an employee, who, at the beginning of the calendar year, has maintained a continuous employment relationship for at least 28 years and has completed at least 7,000 days of cumulative compensated service, shall have his/her vacation scheduled on the basis of one working day's vacation with pay for each 8 1/3 days cumulative compensated service, or major portion thereof, during the preceding calendar year with a maximum of 30 working days.

**NOTE (4) -** An employee covered by Clause (e) hereof, will be entitled to vacation on the basis outlined therein if on his/her 29th or subsequent service anniversary date he/she achieves 7,250 days of cumulative compensated service; otherwise his/her vacation entitlement will be calculated as set out in Clause (d) 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.

**NOTE (5) -** In the application of the 30 working days vacation provisions the Company will have the option of:

(a) scheduling an employee for 25 working days vacation with the employee being paid for the remaining 5 days vacation at pro rata rates; or

(b) splitting the vacation on the basis of 25 working days vacation and 5 working days vacation.

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

**22.3** 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 employee's scheduled dates, such vacation will be rescheduled as may be locally agreed.

**22.4** 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.

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

Note: Under this provision, mileage-rated truck drivers will be paid at the rate of time and one half times the mileage rate for payments made on that basis, and at time and one half the straight time hourly rate for payments made on that basis.

**22.6** Vacation days shall be exclusive of the assigned rest days and legal holidays specified in Article 21.

**22.7** Days worked on any position covered by a similar vacation agreement will be counted as service for vacation purposes under this agreement.

**22.8** 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.

**22.9** An employee will be compensated for vacation at the rate of the position which he/she would

have been filling during such vacation period. An employee not assigned to a permanent or temporary position or temporary vacancy at the commencement of his/her vacation period will be compensated at the rate of pay of the last position worked.

**22.10** 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 Article 22.1 and, if not granted, will be allowed pay in lieu thereof.

**22.11** 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.

**22.12** An individual who - (1) leaves the service of his/her own accord; (2) is dismissed for cause and not reinstated in his/her former seniority standing within two (2) years of date of such dismissal, will, if subsequently returned to the service be required to again qualify for vacation with pay as provided in Article 22.1 hereof.

**22.13** An employee who has become entitled to a vacation with pay shall be granted such vacation within a twelve (12) month period immediately following the completion of the calendar year of employment in respect of which the employee became entitled to the vacation.

**22.14** Applications for annual vacations shall be filed prior to February 1<sup>st</sup> of each year stating first and second choice.

**22.15** Applications filed prior to February 1st, insofar as it is practicable to do so, will be allotted vacation during the summer season, in order of seniority of applicants, and unless locally arranged or failing such local arrangement authorized by the officer in charge, the vacation shall be continuous. Applicants will be advised in February of dates allotted them, and unless otherwise locally arranged employees must take their vacation at the time allotted.

**22.16** Unless locally 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 railway.

**22.17** The officer in charge and the Local Chairman or authorized committee person will, as far as practicable, make local arrangements to carry on the work while members of the staff are on vacation, with the object of avoiding additional expense to the railway, but if this is not practicable, employees engaged temporarily, or employees temporarily promoted from one position to another, to provide vacation relief, will, if definitely assigned to fulfill the duties and responsibilities of the higher rated position be paid the schedule rate applicable to such position. Employees engaged temporarily, or employees temporarily promoted to a Clerk's position to assist in keeping up the work, will be paid not less than the minimum schedule rate for the Clerk's position on the staff on which employed. In the application of this rule due regard will be given to apprentice or graded rates.

**22.18** Employees who exercise their seniority after vacation dates are allotted and transfer from the group to which assigned vacation dates were allotted will be required to take their vacation at a time as locally arranged.

### **22.19 Advance Vacation Payment**

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 year's earnings, less an appropriate amount (approximately 30%) to cover standard deductions.

**22.20** In the case of employees who may have been working less than full time due to reduction in working days during the period of 1936 to 1940 inclusive, the service requirements of two hundred and fifty (250) days per year will be reduced to the appropriate number of days to conform to the authorized number of working days in effect in each of the respective years.

## **ARTICLE 23**

### **Bereavement Leave**

**23.1** Upon the death of an employee's spouse, child, parent, brother, sister, step-parent, grandparent, 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 months' cumulative compensated service. It is the intent of this Article to provide for the granting of leave from work on the occasion of a death as aforesaid, and for payment of his/her regular wages for that period to the employee to whom leave is granted.

**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.

#### **ARTICLE 24**

##### **Health and Welfare**

**24.1** The railway shall provide an Employee Benefit Plan which shall be in accordance with the provisions of the governing supplemental agreement.

##### **24.2 Dental Plan for Employees of Ontario Northland Railway**

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.

#### **ARTICLE 25**

##### **Deduction of Union Dues**

**25.1** The railway shall deduct on the payroll for the last pay period of each month from wages due and payable to each employee coming within the scope of this collective agreement an amount equivalent to the uniform monthly union dues of the Brotherhood, as established by its constitution, subject to the conditions and exceptions set forth hereunder.

**25.2** The amount to be deducted shall be equivalent to the uniform regular dues payment of the Brotherhood and shall not include initiation fees or special assessments. The amount to be deducted shall not be changed during the term of the agreement excepting to conform with a change in the amount of regular dues of the Brotherhood in accordance with its constitutional provisions. The provi-

sions of this Article shall be applicable to the Brotherhood on receipt by the railway of notice in writing from the Brotherhood of the amount of regular monthly dues.

**25.3** Employees filling positions of a supervisory or confidential nature not subject to all the rules of the agreement as may be mutually agreed between the designated officers of the railway and of the Brotherhood shall be excepted from dues deduction.

**25.4** Membership in the Brotherhood signatory hereto shall be available to any employee eligible under the constitution of the Brotherhood 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.

**25.5** Deductions shall commence on the payroll for the last pay period of the calendar month following completion of thirty (30) calendar days after date of first service in a position subject to this Agreement.

**25.6** If the wages of an employee payable on the payroll for the last pay period 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 railway in such month. The railway 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.

**25.7** Employees filling positions coming within the scope of more than one wage agreement in the pay period in which deduction is made shall have dues deducted from 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.

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

**25.9** The amounts of dues so deducted from wages accompanied by a statement of deductions from individuals shall be remitted by the railway to the officer or officers of the Brotherhood as may be mutually agreed by the railway and the Brotherhood not later than forty (40) calendar days following the pay period in which the deductions are made.

**25.10** The railway shall not be responsible financially or otherwise, either to the Brotherhood or to any employee, for any failure to make deductions or for making improper or inaccurate deductions or remittances. However, in any instance in which an error occurs in the amount of any deduction of dues from an employee's wages, the 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 Brotherhood, 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 amounts payable to the designated officer or officers of the Brotherhood.

**25.11** The question of what, if any, compensation shall be paid the railway by the Brotherhood signatory hereto in recognition of services performed under this Article shall be left in abeyance subject to reconsideration at the request of either party on fifteen (15) days' notice in writing.

**25.12** In the event of any action at law against the parties hereto or either of them resulting from any deduction or deductions from payrolls made or to be made by the railway pursuant to Article 25.1, both parties shall co-operate 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 Brotherhood counsel fees are incurred these shall be borne by the Brotherhood. Save as aforesaid the Brotherhood shall indemnify and save harmless the railway from any losses, damages, costs, liability or expenses suffered or sustained by it as a result of any such deduction or deductions from payrolls.

#### **ARTICLE 26**

##### **Employment Security and Income Maintenance Plan**

**26.1** The provisions of the current supplemental agreement governing the Employment Security and Income Maintenance Plan will apply to employees covered by this agreement.

**26.2** For the purposes of the said Supplemental Agreement, "basic seniority territory" shall be deemed to be as follows:

All points except **Moosonee** - System except **Moosonee**

**Moosonee** - System

The foregoing is subject to the qualifications respecting Groups (a) and (b) contained in Article 7.2.

#### **ARTICLE 27**

##### **Train Service Employees**

In the event that train service is restored, the Article governing train service employees will be reinstated.

## ARTICLE 28

### General

**28.1** At points, or in departments where five or more employees covered by this schedule are employed, it will be permissible for notices of interest to said employees to be posted. The notice board shall be supplied by the employees and shall be in keeping with the general furnishings.

**28.2** Employees transferred by direction of the management to positions which necessitate a change of residence will receive free transportation for themselves, dependent members of their families and household goods, in accordance with railway regulations, and will suffer no loss of time in consequence thereof, such loss of time not to exceed three days, unless otherwise specially arranged.

**28.3** Employees exercising seniority rights to positions which necessitate a change of residence, will receive free transportation for themselves, dependent member of their families and household goods, in accordance with railway regulations.

**28.4** The settlement of a dispute shall not under any circumstances involve retroactive pay beyond a period of sixty (60) days prior to the date that such grievance was submitted in writing by the employee.

**28.5** Swing employees appointed to relieve others on rest days will not be assigned to work two shifts in succession without a rest period between shifts.

**28.6** Employees will be paid every other Thursday during their regular working hours. When a pay day falls on a general holiday, employees will be paid on the preceding business day. When pay day falls on one of an employee's assigned rest days off duty, he/she will be paid on the preceding day if it is possible to do so.

**28.7** An employee required to wear uniform clothing, will be supplied with same as well as subsequent essential replacements, free of charge. When uniform clothing is so supplied to an employee, he/she will be held responsible for protection against loss, also maintenance of same in a clean, neat and repaired condition. Any employee who has been supplied with uniform clothing will be required upon leaving the service or when so requested by an **authorized** representative of the railway to return without delay, the last issue of such articles of clothing, or assume the cost thereof.

**28.8** When an employee is short paid \$20.00 or more, on request, a cheque will be issued as soon as possible to cover the shortage.

**28.9** When an employee is forced to relocate to another station or terminal as a result of a job abolishment, except a job abolishment covered by the Job Security Supplemental Agreement, he/she shall be allowed up to three working days' leave in which to move, without loss of basic pay, provided he/she qualifies as follows:

- (a) He/she must have been in the service of the company for at least five years,
- (b) He/she must have exhausted his/her seniority rights at his/her own station or terminal, and
- (c) He/she must occupy unfurnished living accommodation.

## **ARTICLE 29**

### **Applicable to Spare Employees at North Bay**

**29.1** The officer in charge at North Bay will maintain the full list of spare employees for the **Tranship** and the **Track Material Gang**. When extra employees are required for the **Track Material Gang**, the **Stores**

Department will apply to the officer in charge specifying the number of employees required and the officer in charge will supply the employees, with the understanding that employees who commence to work in the Track Material Gang will not be subject to recall during the course of the day, but may be recalled at the end of the day. When recalled at the end of the day, the officer in charge will supply other employees to take the place of those recalled, if necessary. The general principle to be followed is that those longest in the service will have preference of employment. Any employee called for work in the Material Yard who declines the call will not be eligible for further calls for that group.

## **ARTICLE 30**

### **Students**

**30.1** 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.

**ARTICLE 31**  
**Apprenticeship**

**31.1** An employee filling a position classed as clerk who has had less than **36** weeks' experience as a clerk with the company will be paid, for the first **36** weeks, **12%** less than the basic rate of the position. Thereafter the basic rate of the position shall apply.

**31.2** Clerical employees, other than those referred to in the preceding article, including messengers, callers and clerk-callers will, for the first **13** weeks' service, be paid twelve percent less than the basic **rate** and for the second **13** weeks, six percent less than the basic rate and for the third **13** weeks, three percent less than the basic rate. Thereafter the basic rate of the position shall apply.

**31.3** An employee covered by Article 31.2 will be given credit for fifty percent of his/her time so worked in determining the apprenticeship rate to which entitled when promoted to a clerical position.

**31.4** In applying this Article five cumulative days worked will constitute one week. A general holiday for which the employee is paid will be considered a day worked.

**31.5** An employee in a non-clerical position appointed to a clerical position, shall receive the rate of pay equal to what would be paid if his/her prior service had been in a clerical position.



**ARTICLE 32**

**Rates of Pay**

Weekly, Effective

<b>32.1</b>		3%	3%
Rate	Group	Jan. 1/87	Jan. 1/88
	3	459.04	472.81
	4	477.49	491.81
	5	483.23	497.73
	6	489.27	503.95
	7	495.35	510.21
	8	501.39	516.43
	9	503.98	519.10
	10	505.88	521.06
	11	508.54	523.80
	12	513.05	528.44
	13	517.68	533.21
	14	519.51	535.10
	15	531.60	547.55
	16	535.65	551.72
	Hourly		
	A	12.179	12.544
	B	11.968	12.327

**32.2 Rate Groupings**

**Rate Group Classification**

3	Janitor R Assistant R
4	Counterman S Clerk-Stenographer E
5	Shipper S Checker R

6	Scaleman R Baggageman-Janitor R
7	Baggageman R Checker-Baggageman R Truck Driver-Machine Operator S
8	Car Clerk R Stockkeeper S Warehouseman No. 2 E
9	General Clerk E General Clerk-Stations R Clerk Cashier E Interchange Clerk - Cochrane R Warehouseman No. 2 Driver E
10	Motorman E Stockkeeper-Diesel S Stockkeeper - M. of W. S Stockkeeper Car Complex S Biller-Storeman S Receiver S
11	Yard Clerk R Asst. Cashier E Warehouseman No. 3 E
12	Cashier R & E
13	Stockkeeper - Englehart S
14	Bill and Train Clerk R Tranship Foreman R General Clerk-Yard Offices R Interchange Clerk- North Bay R
15	Day Chief Yard Clerk- Cochrane R Night Chief Yard Clerk - Cochrane R
16	Senior Clerk R or E Senior Inventory Clerk S Asst. Chief Clerk-Yard North Bay R

Hourly Rates

- A Stores Labourer as  
Forklift Operator S
- B Track Material Man S  
Stores Labourer S  
Transhipman R

R - Rail Services

E - Express Services

S - Stores

NOTES: (a) A Track Material Employee acting as leading hand will be paid six (6¢) cents per hour over his/her regular rate.

(b) When Track Material Employees are required to use a torch in the dismantling of equipment under the Stores Department, the employees actually using the torch or burner in the work of cutting up scrap shall be paid ten (10¢) cents per hour in addition to their regular hourly rate.

(c) At any time the track material gang is comprised of nine or more employees, exclusive of the Foreman, the senior qualified member of the gang will be set up as leading hand and such appointment will continue until such time as the number of the gang falls below nine.

**32.3** Excepted positions as follows will be filled from the seniority roster covering employees under this agreement.

Chief Yard Clerk - North Bay

General Foreman - Stores

Track Material Foreman - Stores

Foremen - Express Services

**32.4** Effective July 1, 1985 employees whose regularly assigned shifts commence between 1400 and 2159 hours shall receive a shift differential of 30¢ per hour, and employees whose regularly assigned shifts commence between 2200 and 0559 hours shall receive a shift differential of 35¢ 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.

### Duration of Agreement

Except as otherwise indicated, the provisions of this Agreement become effective on the date the Agreement is signed and supersede all previous agreements, rulings and interpretations which are in conflict therewith. The Agreement as amended will remain in effect until December 31, 1988 and thereafter until revised or superseded subject to three months' notice by either party at any time after September 31, 1988.



Signed at North Bay, Ontario this 13th day of April 1987.

For the Brotherhood:

M. Pitcher  
Representative

For the Company

P.A. Dyment  
General Manager

October 18, 1978  
8320-7

Mr. T.N. Stol,  
Representative,  
Canadian Brotherhood of Railway,  
Transport and General Workers,  
Suite 607  
15 Gervais Drive,  
Don Mills, Ontario

Dear Mr. Stol:

During the present Article III negotiations concerning the "Clerks and Other Classes" Agreement you once again requested that the words "other duties as assigned" on job bulletins be replaced by the words "other related duties".

In order to dispose of this item, the parties agreed as follows:

(1) For the term of the next agreement, job bulletins will show PRINCIPAL DUTIES only and will not include the words "other duties as assigned" or "other related duties".

(2) It is understood that this revised procedure does not mean a change in practice or past understandings. Employees will still be required to perform tasks related to their positions or tasks of lower rated positions as instructed by their supervisors.

(3) If no problems are encountered during the term of the next agreement, the revised procedure and understandings will continue to be used thereafter.

If you agree with the above understanding will you please so indicate in the space provided hereon and return one copy of this letter for our files.

Yours very truly

**F.S. Clifford**  
General Manager.

I Agree:

**T.N. Stol**  
Representative

North Bay, Ontario  
April 26, 1982

8000-51G

Mr. A. Passaretti Vice-President Brotherhood of Maintenance of Way Employees Suite 1 1708 Bank Street Ottawa, Ontario K1V7Y6	Mr. J.D. Hunter National Vice-President Canadian Brotherhood of Railway, Transport and General Workers 2300 Carling Avenue Ottawa, Ontario K2B7G1
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Mr. J.E. Platt Vice-President Brotherhood of Railroad Signalmen 130 Slater Street Ottawa, Ontario K1P5H6	Mr. R.C. Smith National Vice-President Brotherhood of Railway Airline and Steamship Clerks 2085 Union Avenue Suite 690 Montreal, Quebec H3A2C3
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Dear Sirs:

This has reference to discussions during current contract negotiations with respect to the railways' proposal regarding the desirability of undertaking special arrangements for an employee who becomes physically disabled during the course of 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 union concerned 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/her seniority group.

Should the disabled employee subsequently recuperate, he/she 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:

**A. Passaretti**  
Vice-President  
Brotherhood of Maintenance of Way Employees

**J.E. Platt**  
Vice-President  
Brotherhood of Railroad Signalmen

**J.D. Hunter**  
National Vice-President  
Canadian Brotherhood of Railway, Transport  
and General Workers

**R.C. Smith**  
National Vice-President  
Brotherhood of Railway, Airline and  
Steamship Clerks

' 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 the 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 nor 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.

**List of Classifications**

**EXPRESS SERVICES**

<b>Classification</b>	<b>Rate Group</b>
Foreman	Excepted
Senior Clerk	16
Cashier	12
Assistant Cashier	11
Clerk-Cashier	9
General Clerk	9
Clerk-Stenographer	4
Motorman	10
Warehouseman No. 3	11
No. 2 Driver	9
No. 2	8
No. 3 Motorman	11
No. 3 Cashier	12

**List of Classifications**

**RAIL SERVICES**

<b>Location</b>	<b>Classification</b>	<b>Rate Group</b>
North Bay	Chief Yard Clerk	Excepted
	Asst. Chief Yard Clerk	<b>16</b>
	Bill and Train Clerk	<b>14</b>
	Interchange Clerk	<b>14</b>
	General Clerk	<b>14</b>
	Checker	5
	Janitor	<b>3</b>
Englehart	Transhipman	<b>B</b>
	General Clerk	<b>14</b>
Rouyn-Noranda	Janitor	3
	Senior Clerk	<b>16</b>
Iroquois Falls	General Clerk	9
	Senior Clerk	<b>16</b>
Timmins	Car Clerk	8
Cochrane	Day Chief Clerk	<b>15</b>
	Night Chief Clerk	<b>15</b>
	General Clerk	9
	Baggageman-Janitor	7

**List of Classifications**

**STORES**

<b>Classification</b>	<b>Rate Group</b>
General Foreman	Excepted
Track Material Foreman	Excepted
Senior inventory Clerk	16
<b>Stockkeeper-Englehart</b>	13
Stockkeeper M. of W. Stores	10
Stockkeeper Diesel Stores	10
Stockkeeper Car Complex Stores	10
Receiver	10
<b>Biller Storeman</b>	10
Truck Driver Machine Operator	7
Shipper	5
Counterman	4
Relieving Storeman-Rate of positions relieved	
Labourer	B
Track Material Man	B
Labourer (Operating Forklift)	A