

ONTARIO NORTHLAND

AGREEMENT NO. 4

CLERKS AND OTHER CLASSES

Represented by

**C.A.W.
LOCALS 4037 & 4040**

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ARTICLE 1

Recognition and Scope

1.1 The Railway recognizes the Canadian Auto 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 keypunch 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.

Weights 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, 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.

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 Stockkeeper -

North Bay Main Stores

North Bay Car Stores

North Bay Mtce of Way Stores

Englehart Stores

North Bay Locomotive Stores

Cochrane Stores

(a) Receives, stores, issues, ships and replenishes supplies and material used in operation of Ontario Northland.

(b) In particular to perform the following duties:

Performs authorized functions necessary to receive, issue and replenish material, either manually or electronically on a computer.

Identifies, verifies and ensures the accuracy of shipments of material received from supplies, shops and other stores.

Conducts daily replenishment process for inventory, revise order quantities when required, creates and transmits requisitions to Purchasing.

Processes, issues and replenishes the Work Order satellite Stores.

Stores material in the appropriate stores location.

Maintain stock locations, identify locations for new products, input new stock item information.

Advised other departments when material is received.

Ensures WHMIS sheets are received for WHMIS materials.

Performs accurate counts of material received, issued, shipped and on hand.

Counts material identified on replenishment and inventory reports, investigates and adjust incorrect quantities.

Issues required material to appropriate user according to requisition.

Picks material required by users. May have to use material handling equipment.

Packs and prepares materials for shipment. This includes completing

all related forms such as labels, postal forms, waybills, placards, shipping documents, etc. This also includes ordering and billing railcars in and out of the Stores department.

Operates forklift or other material handling equipment to asset in loading/ unloading or moving materials and products, if required.

Accurately completes, files and updates all forms, records, reports and documents required for the Stores functions.

Ensures that respective work areas are clear and free of hazards at all times. This include daily housekeeping duties.

Maybe required to work outdoors in all weather.

Note: The Locomotive Stockkeeper will reconcile issues from previous shifts. (Shifts outside of the hours of 8 to 4 - Monday to Friday.)

2.8 Truck Drive/Machine Operator

(a) Provide a daily pickup and delivery service using the Stores vehicle.

(b) In particular to perform the following duties:

Daily local pickup and delivery of mail and Ontario Northland materials and documents as per current schedule.

Local pickup and delivery of Stores material.

Local pickup of purchased items.

Local pick up and delivery of BPX to Station.

Operates computerized equipment if required.

Operates Stores department forklift and other material handling equipment when required.

Performs daily inspection of vehicle in order to ensure that it is in safe operating condition. Hazards are to be immediately identified to the Storekeeper for corrective action.

Out of town deliveries and pick ups:

Requests for out of town deliveries will be considered through the Storekeeper on an emergency basis only.

The requests will be subject to availability of a vehicle and driver.

On a day when the driver has completed his/her normal shift, he/she will not be permitted to take a call to drive if it would involve a return trip of more than 400 kms. (Englehart being a 400 km round trip from North Bay.)

2.9 Storesperson - North Bay

(a) Received, stores, issues or ships supplies and material used in operation of Ontario Northland.

(b) In particular to perform the following duties:

Performs authorized functions necessary to receive, issue and replenish material, either manually or electronically on a computer.

Identifies, verifies and ensures the accuracy of shipments of material received from suppliers, shops and other stores.

Stores material in the appropriate stores location.

Advises other departments when material is received, ships materials if required.

Ensures WHMIS sheets are received for WHMIS materials.

Performs accurate counts of materials received, issued, shipped or on hand.

Issues required material to appropriate users according to requisition.

Picks material required by users. May have to use material handling equipment.

Fuelling of vehicles.

Packs and prepares materials for shipment. This includes completing all related forms such as labels, postal forms, waybills, placards, shipping documents, etc. This also includes ordering and billing railcars in and out of the Stores department.

Loads/unloads materials from or into railcars, trailers and trucks. Installs strapping, bracing or padding to prevent shifting or damage in transit, using appropriate equipment. This includes tank cars of diesel fuel.

Operate forklift or other material handling equipment for loading, unloading or moving materials and products.

May be required to drive Stores vehicles to pick up and/or deliver material required.

Performs daily inspection of vehicles in order to ensure that they are in safe operating condition. Hazards are to be immediately reported to the Storekeeper for corrective action.

Accurately completes, files and updates all forms, records, reports and documents required for the Stores functions.

Ensures that respective work areas are clear and free of hazards at all times. This includes daily janitorial duties.

May be required to work outdoors in all weather.

2.10 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.

2.11 Train Messenger Helper:

As 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.

2.12 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.

2.13 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.

2.14 (a) Mutually agreed or mutual agreement:

An agreement between the President of the Railway and the National Representative of the CAW - Canada or the Local President/Unit Chairperson.

(b) Locally Agreed:

An agreement between the local supervisory officer of the Railway and the Local President/Unit Chairperson.

(c) All local agreements are to be in written form signed by the Manager of Purchasing, or Superintendent, with copies available to the company and the union and posted on the appropriate bulletin boards. All local agreements must contain cancellation clauses with 30 days written notice from either party.

2.15 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.

2.16 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.

3.2 (a) In instances of staff reduction, an employee in either group with a seniority date prior to October 14, 1988, if unable to claim a position in his/her own group at the station or terminal affected will be permitted to displace into the other group at that station or terminal transferring all seniority to the other group.

(b) Where an employee, with a seniority date prior to October 14, 1988, is permitted to displace into the other group at the station or terminal, he/she may, at the first opportunity transfer back to originating group when a permanent full time vacancy occurs again, transferring all seniority to that group.

NOTE: The intent of this clause is to provide a one time opportunity for employees to transfer back into their original group. This above clause will not serve to affect any maintenance of rate calculations provided for under the ESIMA agreement should the employee in receipt of incumbency rate declines the opportunity to transfer back to originating group when a permanent full time vacancy occurs again.

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 Local President/Unit Chairperson.

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 writing by the Local President/Unit Chairperson.

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 of 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 Local President/Unit Chairperson, 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, new 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 three (3) days in places accessible to all employees affected. Copies of all bulletins issued under this rule shall be furnished to the Local President/Unit Chairperson.

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 two hours or more, 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 the 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 assigned 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 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.

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

5.11 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.

5.12 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.

5.13 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.

5.14 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.

5.15 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 President be allowed to demonstrate his/her qualifications for the position. The President or his/her authorized committee person may be present at such demonstration.

5.16 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 President 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.

5.17 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

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ARTICLE 7

Staff Reduction and Recall to Service

7.1 In instances of staff reduction, not less than ten (10) 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 President/Unit Chairperson 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 who does not elect option (b) and has exhausted all 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 President/Unit Chairperson, 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 remained 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 President/Unit Chairperson 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 Local President/Unit Chairperson.

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 Local President/Unit Chairperson.

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 posting of Janitor, covered by this agreement, when a vacancy occurs, except that preference will be given 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 became vacant in order to allow the incapacitated employee to

return to the position of janitor.

8.4 The railway shall furnish the Local President/Unit Chairperson 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 position 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 President/Unit Chairperson will be informed when employees exchange positions in accordance with this Article.

Where new or greater skills are required than already possessed by affected employees under the present methods of operation, such employee shall, at the expense of the company, be given a reasonable period of time to acquire the skills necessitated by the new methods of operation. There shall be no reduction in wage rates during the training period of any such employee.

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.

9.3 Training New Employees

(a) New employees entering the service shall be subject to a minimum training period of ten (10) days during which time they will be carried on the payroll in addition to the regular staff. The training will be organized so as to expose the trainee to each shift.

(b) Such new employees who will subsequently be working in a relief situation on the same shift as other employees will undergo an additional seven working days of training while actually working a position.

(c) The rate of pay for such new employees will be 75% of the regular rate of the position to be worked, for three days or ten days as the case may be, and then Article 31.1 will apply.

(d) For each shift that the new employee is working at the 75% rate, an allowance of \$13.00 will be paid the employee on that shift responsible for giving guidance and instruction to him/her.

(e) The company will provide training to employees in accordance with the Canadian Transportation of Goods Act.

ARTICLE 10

Discipline and Grievances

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

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 with pay pending the complete investigation and notice provided to the Local Chairperson. When an employee is not held out of service, the investigation will be held if practicable 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 will not be required to make statements on matters affecting the agreement, company working rules or compensation without the Local President/Unit Chairperson or authorized committee person present. The employee and the Local Union will be furnished with a copy of the 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 When discipline is recorded against an employee, he/she and the authorized union representative will be notified in writing.

If the decision is considered unjust, an appeal may be made in writing within fourteen (14) calendar days of the advice of discipline. Appeals of suspension or dismissal shall be made directly to the President's office. Such appeal shall be considered part of the Grievance Procedure and it will 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 Local Chairperson shall be shown all evidence in the case.

10.5 Should an employee be exonerated he/she shall be paid at their 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, employees shall, on the production of receipts, be reimbursed reasonable expenses for travelling to and from the investigation.

10.6 Any complaint raised by an employee or the Local Union 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 twenty-eight (28) calendar days from cause of grievance the authorized Union Representative 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 twenty-eight (28) calendar days of receipt of grievance.

Step 2

Within twenty-eight (28) calendar days of receiving decision under Step 1 the Local Chairperson or President may appeal in writing to the appropriate functional department head e.g. Chief Transportation Officer, Manager Purchasing. A written decision will be rendered within twenty-eight (28) calendar days of receiving appeal.

Step 3

Within twenty-eight (28) calendar days of receiving a decision under Step 2, the Local Chairperson or President may appeal to the President. A written decision will be rendered within twenty-eight (28) calendar days of receiving the appeal.

The appeal shall be on a form supplied by the Company and will 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(s) and paragraph of the Article(s) involved.

10.7 Except as provided in Article 10.8 any grievance not progressed

by the Local Union within the prescribed time limits shall be considered dropped 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 Local Union 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 11

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 The Company will continue to pay members of the Union while attending authorized union business and the Company will bill the Union for reimbursement. Requests for leave, on the designated form, will be presented to the immediate supervisor at least three (3) days in advance.

11.5 (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 President decides otherwise concurred in by the Local President/Unit Chairperson. Failing this, if the employee returns to work thereafter, he/she shall rank as a new employee.

11.6 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 the subject of mutual agreement.

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

11.8 Upon notification, an employee who must serve a period of incarceration as a result of a conviction arising from the operation or use of a motor vehicle, shall be granted a leave of absence without pay of up to six (6) months in order to serve the period of incarceration. Such period of leave will not be credited towards accumulation of service.

11.9 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 shift assignments may be established by mutual agreement.

(b) Split shift 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 shift assignments must not be established until agreed to by the Local President/Unit Chairperson, 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 even 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.

13.9 Overtime Banking

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

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

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 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 Local President/Unit Chairperson 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 provided a \$6,000 death benefit. If retirement or pension is earlier than age 65 and an employee's term life insurance is extended to age 65, the death benefit will be provided at age 65.

Continuation of Benefits

15.2 Employees retiring from the service prior to age 65 either:

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

Worker Compensation/Weekly Indemnity

15.4 In order to facilitate the return to active duty, where an employee is deemed fit to return to modified work, by his/her attending physician, Worker Compensation or the company physician, he/she may be assigned, temporarily, to any position anywhere within his/her home terminal. The intent of this practice is to work towards returning injured and disabled employees to their regular assignment. When dealing with positions or groups of employees whose nature of work takes them throughout the system, then the assignments under this provision shall follow similar practices. In such instances the employee will be compensated his/her normal basic rate of pay/guarantee or the rate of the temporary assignment, whichever is greater.

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 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:

30 cents per km for the first 4,000 km

24 cents per km - 4,001 to 10,700 km
20.5 cents per km - 10,701 to 24,000 km
17 cents per km - over 24,000 km

ARTICLE 17

Attending Court

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

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 fulfilment 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 President (or his/her designated representative) and the Local President/Unit Chairperson, 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 Local President/Unit Chairperson.

(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 Local President/Unit Chairperson. During this period (but not thereafter) the Local President/Unit Chairperson 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 Union 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 Union 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 Union 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. JeanBaptiste Day
Day following	(Quebec only)
New Year's Day	Dominion Day
(Ontario only)	Civic Holiday
Good Friday	Labour Day
Easter Monday	Thanksgiving Day
(Substitution for	Christmas Day
Remembrance Day)	Boxing Day
Victoria Day	

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

21.2 In order to qualify for pay for any one of the holidays specified in Article 21.1, an employee:

(a) must have been in the service of the company and available for duty for at least 30 calendar days. This Clause (a) does not apply to any employee who is required to work on the holiday;

(b) must be available for duty on such holiday if it occurs on one of his/her work days excluding vacation days 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 sick benefits and authorized maternity leave, parental and adoption 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 President 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 (4) calendar days, except for unforeseen exigencies of the service, in which case he/she will be notified not later than the completion of his/her shift or tour of duty immediately preceding such holiday that his/her services

will be required.

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

21.4 (a) An assigned employee qualified under Article 21.1 and who is not required to work on a general holiday shall be paid eight hours' pay at the straight time rate of his/her regular assignment.

(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.

(c) 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 three years and has completed at least 750 days of cumulative compensated service, shall have his/her vacation schedule on the basis of one working day's vacation with pay for each $16 \frac{2}{3}$ days of cumulative compensated service, or major portion thereof, during the preceding calendar year, with a maximum of 15 working days; in subsequent years, he/she will continue vacation entitlement on the foregoing basis until qualifying for additional vacation under Clause (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 fourth or subsequent service anniversary date he/she achieves 1,000 days of cumulative compensated service; otherwise his/her vacation entitlement will be calculated as set out in Clause (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 7 years and has completed at least 1,750 days of cumulative compensated service, shall have his/her vacation schedule on the basis of one working day's vacation with pay for each $12 \frac{1}{2}$ days of cumulative compensated service, or major portion thereof during the preceding calendar year, with a maximum of 20 working days; in subsequent years, he/she will continue vacation entitlement on the foregoing basis until qualifying for additional vacation under Clause (d) of this Section.

Note (2) An employee covered by Clause (c) hereof, will be entitled to vacation on the basis outlined therein if on his/her 8th or subsequent service anniversary date he/she achieves 2,000 days of cumulative compensated service; otherwise his/her vacation entitlement will be

calculated as set out in Clause (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 15 years and has completed at least 3,750 days of cumulative compensated service, shall have his/her vacation scheduled on the basis of one working day's vacation with pay for each 10 days of cumulative compensated service, or major portion thereof, during the preceding calendar year, with a maximum of 25 working days; in subsequent years, he/she will continue vacation entitlement on the forgoing 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 16th or subsequent service anniversary date he/she achieves 4,000 days of cumulative compensated service, otherwise his/her vacation entitlement will be calculated as set out in Clause (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 the 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 25 years and has completed at least 6,250 days of cumulative compensated service, shall have his/her vacation scheduled on the basis of one working day's vacation with pay for each 8 1/3 days of cumulative compensated service or major portion thereof, during the preceding calendar year with a maximum of 30 working days.

Note (4) An employee covered by Clause (e) hereof, will be entitled to vacation on the basis outlined therein if on his/her 26th or subsequent service anniversary date he/she achieves 6,500 days of cumulative compensated service; otherwise his/her vacation entitlement will be

calculated as set out in Clause (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 the time of leaving.

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

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

(ii) 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 employees' 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 pay 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 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 1st 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 the 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 the 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 President 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 fulfil 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 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 or parent the employee shall be entitled to four days bereavement leave without loss of pay provided he/she has not less than three months cumulative compensated service.

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

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

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

NOTE: In the application of this Article "employee's spouse" means (same or opposite sex) 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 (same or opposite sex) 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; this will apply to an individual of the same sex.

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 past 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 CAW - Canada 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 CAW - Canada 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 Union in accordance with its constitutional provisions. The provisions of this Article shall be applicable to the Union on receipt of the railway of notice in writing from the Local Union 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 Local Union shall be excepted from dues deduction.

25.4 Membership in the CAW - Canada signatory hereto shall be available to any employee eligible under the constitution of the Union on payment of the initiation or reinstatement fees uniformly required of all other such applicants by the local 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 (a) The amounts of dues so deducted from wages accompanied by a statement of deductions from individuals which will include their names, addresses and telephone numbers shall be remitted by the railway to the Local Union Financial Secretary, not later than forty (40) calendar days following the pay period in which the deductions are made.

(b) The Company will also supply a list of those members who did not have union dues deducted and the reason why no deduction was made.

25.10 The railway shall not be responsible financially or otherwise, either to the CAW - Canada 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 Local Union, 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 Local Union.

25.11 The question of what, if any, compensation shall be paid to the railway by the Union 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 Union counsel fees are incurred these shall be borne by the Union. Save as aforesaid the Union 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 governing the Employment Security and Income Maintenance Plan will apply to all permanent and spare 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 and Calstock
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 members 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 Coveralls will be provided at no cost to employees at the discretion of the Manager Purchasing. 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

Spare Employees

29.1 Spare employees will be hired by the respective departments and placed on either the "A" list or "B" list as the case may be.

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 \$8.00 per hour. Future general wage increases will also be applied to this rate of pay.

(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 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.

31.3 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

32.1 Rate Group

	<u>Jan. 1/99</u>	<u>Jan. 1/00</u>	<u>Jan. 1/01</u>
	1.5%	0.30/hr.	2.0%
1 -- -- --			
2 -- -- --			
3	616.81	628.81	641.39
4	640.28	652.28	665.32
5	647.60	659.60	672.79
6	655.29	667.29	680.63
7	663.01	675.01	688.51
8	670.69	682.69	696.35
9a	676.97	685.97	699.69
9b	688.47	700.47	714.48
10	676.41	688.41	702.18
11	679.79	691.79	705.62
12	685.52	697.52	711.47
13	691.40	703.40	717.47
14a	693.75	705.75	719.86
14b	708.72	720.72	735.13
15	723.63	735.63	750.35
16a	714.27	726.27	740.80
16b	728.98	740.98	755.80

Hourly

A	16.31	16.61	16.95
B	16.05	16.35	16.67

32.2 Rate Groupings

Rate Group	Classification
3	Janitor R Assistant R
4	Clerk-Stenographer E
5	Checker R
6	Scaleman R Baggageman-Janitor R
7	Baggagemen R Checker-Baggageman R Truck Driver-Machine Opr
8	Car Clerk R Warehouseman No. 2E
9	General Clerk E General Clerk-Stations R Clerk Cashier E Interchange Clk-Cochrane R Warehouseman No.2 Driver E
10	Motorman E
11	Yard Clerk R Asst. Cashier E Warehouseman No. 3E Storeperson
12	Cashier R & E
13	Stockkeeper-M. of W. S Stockkeeper-Car Complex S
14	Bill and Train Clerk R Tranship Foreman R General Clerk - Yard Offices R
15	Day Chief Yard Clerk - Cochrane R Night Chief Yard Clerk - Cochrane R
16	Senior Clerk R or E

	Asst. Chief Clerk - Yard North Bay R Stockkeeper-Diesel S
16a	
Hourly Rates	
A	Tranship R R - Rail Services E - Express Services S - Stores

NOTES: (a) An employee acting as Leading Hand Stockkeeper - Englehart will be paid at the Rate Group 16b rate of pay. When the position is required to be filled, the position will be filled in accordance with Article 5.9.

(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 gangs falls below nine.

32.3 Effective January 6, 2000 employees whose regularly assigned shifts commence between 1400 and 2159 hours shall receive a shift differential of 40¢ per hour, and employees whose regularly assigned shifts commence between 2200 and 0559 hours shall receive a shift differential of 45¢ 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.

32.4 Effective within one month of contract ratification, all employees will be required to enroll in mandatory direct deposit.

ARTICLE 33
Printing of Agreement

33.1 Within sixty (60) calendar days of signing the Master Agreement, the Company will undertake the responsibility for the printing of the collective agreement.

ARTICLE 34
Duration of Agreement

Except as otherwise indicated, the provisions of this Agreement become effective on the date the Agreement is signed and supersedes all previous agreements, rulings and interpretations which are in conflict therewith. The Agreement as amended will remain in effect until December 31, 2001 and thereafter until revised or superseded subject to three months notice by either party at any time after August 31, 2001.

Signed at North Bay, Ontario this 6th day of January, 2000.

For the CAW - Canada:

Scott Caverly
Unit Chairperson

Brian Stevens
Local President

Tom Daltilo
National Representative
CAW - Canada

For the Railway:

K. J. Wallace
President

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 Maint.
of Way Employees

Suite 1

1708 Bank Street

Ottawa, Ontario

K1V 7Y6

Mr. J.E. Platt

Vice-President

Brotherhood of Railroad
Signalmen

130 Slater Street

Ottawa, Ontario

K1P 5H6

Mr. J.D. Hunter

National Vice-President

Can. Brotherhood
of Railway,

Transport and

and General Workers

2300 Carling Avenue

Ottawa, Ont K2B 7G1

Mr. R.C. Smith

National Vice-President

Brotherhood of Railway

Airline and Steamship

Clerks

2085 Union Avenue

Suite 690

Montreal, Quebec

H3A 2C3

Dear Sirs:

This has reference to discussions during current contract negotiations with respect to the railway's proposal regarding the desirability of undertaking special arrangements for an employee who becomes physically disabled during the course of his/her employment and is unable to perform the regular duties of his/her assigned position and is unable to exercise his/her seniority on a position which he/she is capable of performing.

This letter will confirm our understanding that, in such circumstances, the proper officer of the company and the General Chairman of the 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 work is such that it does not justify the capital or operating expenditure involved; or
- (5) the required time of completion of the work cannot be met with the skills, personnel or equipment available on the property; or
- (6) where the nature or volume of the work is such that undesirable fluctuations in employment would automatically result.

The conditions set forth above will not apply in emergencies, to items normally obtained from

manufacturers or suppliers not to the performance of warranty work.

It is further agreed that at a mutually convenient time at the beginning

of each year and, in any event, no later than January 31 of each year, representatives of the union will meet with the designated officers to discuss the company's plans with respect to contracting out of work for that year. In the event union representatives are unavailable for such meetings, such unavailability will not delay implementation of company plans with respect to contracting out of work for that year.

In addition, the company will advise the union representatives involved in writing, as far in advance as is practicable, of its intention to contract out work which would have a material and adverse effect on employees. Except in case of emergency, such notice will be no less than 30 days.

Such advice will contain a description of the work to be contracted out; the anticipated duration; the reasons for contracting out and, if possible, the date the contract is to commence. If the General Chairman, or equivalent, requests a meeting to discuss matters relating to the contracting out of work specified in the above notice, the appropriate company representative will promptly meet with him for that purpose.

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

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

Yours truly,

P.A. Dymont
General Manager

List of Classifications EXPRESS SERVICES

Classification	Rate Group
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

Location	Classification	Rate Group
North Bay	Chief Yard Clerk	Excepted
	Asst.Chief Yard Clerk 16b	
	Bill and Train Clerk 14b	
	Interchange Clerk 14b	
	General Clerk 14b	
	Checker 5b	
	Janitor 3	
Englehart	Transhipman B	
	General Clerk 14b	
	Janitor 3	
Rouyn-Noranda	Senior Clerk 16a	
	General Clerk 9b	
Iroquois Falls	Senior Clerk 16a	

Timmins
Cochrane

Car Clerk 8
Day Chief Clerk 15b
Night Chief Clerk 15b
General Clerk 9b
Baggagemen - Janitor 7

Storeperson 11
Stockkeeper - Car 13
Stockkeeper - Maintenance of Way 13
Stockkeeper - Englehart 13
Stockkeeper - Cochrane 13
Stockkeeper - Locomotive 16
Truck Driver 7

**Local Agreement
between
ONTARIO NORTHLAND TRANSPORTATION COMMISSION
AND
C.A.W. LOCALS 4037 AND 4040**

RE: Floating Vacations Days

An employee may apply to take a portion of his/her vacation on a floating basis - for

10 - 30 days' vacation, may float 5 days.

The employee must give 48 hours' notice to proper authority when taking a floating day.

RE: Short Term LOA

Employee should give at least 48 hours' notice in writing in proper authority.

Note: For the above (floating and LOA)

If alternate coverage of shift is not possible, employee will be required to work.

This Agreement becomes effective January 1, 1996 and may be terminated by either party with 90 days written notice.

Signed at North Bay, Ontario this 17th day of May, 1995

For the Company:
John L. Thib
Supt. Train Operations

Gary L. Dokis
Manager Purchasing

For the Union:
Des Sasseville
Local Chairperson

Malcolm Kerr
Local Chairperson

LETTER OF AGREEMENT

May 17, 1995

Ms. M. Lesperance

Representative

C.A.W.

205 Placer Court, North York

Willowdale ON M2H 3H9

Dear Ms. Lesperance:

RE: Fuelling of Buses

We are in agreement with employees of the Bus Department fuelling buses in the evening and on weekends as per previous arrangements, but now they will be fuelled on company property at the Stores Department.

However, the union will not be responsible for any errors or shortages in the fuel count when other bargaining unit employees are using the fuelling equipment.

In the event the company puts a night or weekend shift in the Stores Department in the future, this work will return to the CAW jurisdiction. Furthermore, should this fuelling develop into full time work, the company will recognize the union as having jurisdiction over this work and it will be returned to the CAW bargaining unit.

If you are in agreement with the above, please sign and return the original to my office forthwith.

Yours truly,

G. Dokis

Manager Purchasing

I Concur: Marilyn Lesperance

Englehart
February 5, 1997

Mr. B. Feil
National Representative
CAW Canada
205 Placer Court,
North York
Willowdale ON M2H 3H9

Mr. M. Kerr
President Local 4037
CAW
North Bay, Ontario

Gentlemen:

As a result of our January 27, 1997, meeting in North Bay, listed below are the items discussed and agreed upon pertaining to the North Bay Yard Office staff.

- It was agreed there would be five (5) positions in the North Bay Yard Office, consisting of three (3) clerk positions, one (1) swing-clerk position and one (1) tranship/janitor/clerk position (schedule attached).
- Rates of pay for the four (4) clerical positions will be based on a rate group 14b.
- *Rate of pay for the combination tranship/janitor/clerk position will be based on the current tranship rate.
- Mr. Trivett and Mr. Reynolds will receive an incumbency at the rate group 16b rate of pay as per Ontario Northland's employment security and income maintenance plan.
- It was agreed a clerk will be compensated at the 16b rate of pay when there is no Yard Coordinator on duty. The clerk on duty will be required to perform all the normal functions of his/her position, including the calling of crews, providing lists and priorities of work to be done and ensuring all staffing levels are maintained.
- Polling of the current yard office staff will be done locally; employees will be required to declare in writing.
- It is agreed that the implementation of this new schedule will take

effect February 9, 1997.

*NOTE: Mr. Feil will review notes of previous meeting held in North Bay April 26, 1996.

Yours truly,

J. L. Thib
Superintendent Train Operations

JLT/lly

cc: Mr. J. D. Knox
Mr. M. Restoule
Mr. D. J. Mills, Trainsmaster & Rules Instructor
Mr. J. S. Mainville, Rlvgr. Trainmaster

November 30, 1998

8305-9

Mr. Scott Caverly
Unit Chairperson
CAW Local 103

Dear Scott:

This letter is with reference to and to clarify the letter of September 23, 1997 regarding the abolishment of a spare position. The intention of that letter was not to continue the spare board by hiring new employees nor was it the intention to bar anyone from declaring for the spare board in the case of job reductions.

Yours truly,

Gary Dokis
Manager Purchasing
cc: Mike Restoule
Manager Labour Relations

Local Agreement Overtime List

When the need for overtime arises, it shall be referred to the overtime list. The overtime list shall contain the names of all individuals in the North Bay Stores Department who wish to make themselves available for overtime. The list will also contain every job, in the North Bay Department, that is covered by the Collective Agreement #4.

Employees will indicate which jobs they are qualified for and wish to perform when required. The list will rotate every time the need arises and an individual is required to work.

With the exception of annual vacation or if he/she is working or scheduled to work, an individual will drop to the bottom of the list any time he/she refuses a call or is unavailable to accept a call. Finally, an individual will immediately upon accepting an overtime call, drop to the bottom of the list.

Regarding the four outlying stores, Diesel Stores, Car Shop Stores, Maintenance of Way Stores and Englehart Stores, the following will apply. In order to qualify for overtime, an individual must have worked a minimum of 50% of the previous week in the Stores Department in question or, the incumbent is unavailable or has refused the call.

This agreement shall be administered by the Unit Chairperson or his/her Officer of CAW Local 103.

For the Company

Gary Dokis

February , 1999

For the Union

Scott Caverly

**LOCAL AGREEMENT BETWEEN CAW LOCAL 103 AND
ONTARIO NORTHLAND TRANSPORTATION COMMISSION
AFFECTING EMPLOYEES IN THE NORTH BAY YARD OFFICE**
TEMPORARY VACANCIES OF LESS THAN FIVE DAYS

If a vacancy that is known to be for less than five days, or a vacancy of unknown duration occurs, the staff actually scheduled to work during the eight hour period of the vacancy will move up if they so desire. If necessary the junior qualified employee will be required to protect an unfilled vacancy. Employees on afternoon or night shifts will be given the opportunity of working the resulting vacancy before a spare man is called but a day shift employee cannot move to an afternoon or night shift. Employees who move up initially must move up on their successive working days for the duration of the temporary period. This provision will not restrict employees from claiming vacancies of five days or more under Article 5.5.

INTERPRETATION CONCERNING VACANCIES OF FIVE DAYS OR MORE

When an employee claims a known vacancy of five days or more, that employee must stay on such vacancy until its completion unless he is successful applicant for a new subsequent vacancy.

An employee moving on a temporary vacancy who does not bid on a subsequent new vacancy will not thereafter be entitled to displace on that vacancy. An employees has the choice of completing a vacancy or moving to the new vacancy.

An employee moving from one temporary vacancy to a new temporary vacancy must, on completion of the second or subsequent vacancy return to his previously vacated vacancy before returning to his regular assignment. A temporary vacancy will be considered completed on the last assigned working day prior to the anticipated return of the regular employee or termination of the temporary position.

When an employee moves from one temporary vacancy to another before completion of the first vacancy, the resulting vacancy will be considered a continuation of the original vacancy and will be filled in the same manner as the original vacancy.

LEAVE FROM WORK

Employees who request incidental leave for any reason, must do so at least 24 hours before the commencement of their shift except in cases of bona fide sickness or injury when the request must be made at least 3 hours prior to the commencement of shift if possible.

Employees who are returning from incidental leave or sickness will give as much advance notice as possible that they are ready for duty but such notice shall not be less than three hours prior to the commencement of their shift.

OVERTIME

- (a) All employees who come under the jurisdiction of the North Bay Yard Office are eligible to be placed on the overtime list.
- (b) The overtime list will be maintained in the North Bay Yard Office and shall be available on request to the employees for their scrutiny. A record will be kept of all overtime worked.
- (c) Overtime shall be worked only by the direction of the proper authority. The immediate supervisor shall supervise the calling of employees from the overtime list.
- (d) Employees requesting to work overtime must submit their application to the immediate supervisor. Name, telephone number, date, signature and the positions(s) for which the applicant is qualified must be indicated. Employees who become qualified for other positions which were not shown previously must submit a new application indicating all positions for which they are qualified.
- (e) Employees will be called at their listed telephone number or as otherwise locally agreed.
- (f) The overtime list will rotate, i.e. employees who accept an overtime call and those not available for any reason will be placed at the bottom of the list in the same order; it being understood that those employees currently working their assignments, and those not qualified for the position on which the overtime is to be worked, will retain their standing on the list.
- (g) When there is more than one position open an employee will be given his choice of position according to qualifications.
- (h) Employees working overtime will be compensated therefor at the rate of the position worked.

- (i) When an employee has accepted an overtime call and a subsequent call occurs on a higher rates position, he will not be allowed to change his assignment.
- (j) Employees who are scheduled to report for their assignment which commences eight hours after the completion of previous shift will not be called for any overtime between the two shifts and will retain their position on the overtime list; e.g. employee working 0800 - 1600 will not be called to work overtime between 1600 and 2400 when the employee is scheduled to work 0001 - 0800.
- (k) Employees who have worked any combination of a regular assignment (eight hours) and one overtime call in succession, will not be called for any additional overtime work until the expiration of eight hours off duty.
- (l) Overtime tickets must be completed by employees for overtime worked showing time started and finished and duties performed and presented to the Chief Clerk for verification.
- (m) When employees are called for overtime, appropriate remarks are to be indicated beside their names on the overtime list; e.g. time called, time required to report for duty, reason dropped, etc.
- (n) The overtime list will be updated as required.
- (o) Nothing in this local agreement is intended to preclude the assignment of overtime work to an extra or unassigned employee who will not have 40 hours of work during the work week.

Signed at North Bay, Ontario this 24th day of July 1986.

For CAW Local 103: For the Company:

Scott Caverly
Local Chairperson

P. R. Harris
Assistant Superintendent

Stores Department Vacation Letter of Understanding

Vacations will be assigned in seniority order.

An individual would be allowed as many splits as he/she has weeks of holidays i.e.: 4 weeks holidays equals up to 4 splits.

Starting with the most senior person an individual would be allowed to book two (2) splits then must pass the list to the next most senior person. The list would move from top to the bottom of the seniority list unit each individual has booked their two (2) splits in vacation.

The list will then return to the senior person who would book one (1) split and then the list would again move from the top to the bottom of the seniority list again and repeat until all vacations have been booked. A week split will also include a week in which there is a General Holiday.

A week of floating vacation days will not be counted as a split and will be booked after an individual has booked all other vacation splits.

All vacation arrangements will be made with full consideration to Article 22, Agreement #4.

This agreement will apply to only those employees in North bay and Englehart Stores, including the Storekeeper as long as relief is provided by the bargaining unit.

Gary Dokis
For the Company

Scott Caverly
For CAW Local 103

Englehart, Ontario
November 30, 1999

8300-3(CAW)

Mr. Scott Caverly
Local Chairperson
CAW Local 103
North Bay, Ontario

Dear Mr. Caverly:

During Article III negotiations, you raised the issue of the distribution of available spareboard hours at the North Bay yard office. As I indicated, I was not adverse to reviewing alternate methods of distributing available spareboard hours to the spare yard office clerks at North Bay. I am therefore proposing that we will, on a trial basis, follow these protocols as closely as possible.

1, The existing North Bay Yard Office spareboard list will be rotated with the acceptance of each call to work (i.e.: first-in, first out).

Example:

(a) Clerk No. 1 accepts a call fro the 1600-2359 shift. Upon returning to the spareboard, he/she would be placed at the bottom of the list.

(b) If a yard office clerk qualified as yard coordinator accepts a call for the position and a second spare clerk is called to fill a yard clerk's position on the same shift, the employee working the yard clerk's assignment would be placed on the spareboard ahead of the employee working the yard coordinator's assignment.

2. If a spare clerk misses a call to work for any reason, he/she will be held off the spareboard until the employee who worked in his/her stead returns. In cases of shortages, the employee being held will be called to work.

3. Spare clerks will be placed on the spareboard immediately upon completion of a shift and may be called upon to work for a second shift on that same day.

Example:

When a spare clerk returns to the spareboard at 1600 hours after completing a shift as clerk on the 0800-1600 shift, he/she will be subject to all calls for the 1600/2359 yard clerk's assignment that same date.

4. Applications from spare employees shall only be accepted when it is known that a vacancy is for three working days or more.
5. Based on operational requirements, the number of spare employees on the North Bay yard office spareboard may be adjusted by mutual agreement between the Local Chairperson and the Manager Train Service.
6. It is agreed that a spare yard office clerk can perform more than forty hours of work at straight-time payment in any one week; however, he/she must not exceed eighty hours of work in any two-week period.

Note: Time worked as a yard coordinator is not to be used when calculating hours of work.

This agreement may be cancelled upon 30 days written notice by either party.

Yours truly,

J. L. Thib

Chief Transportation Officer

JLT:sep

I concur:

Scott Caverly

Local Chairperson

CAW Local 103

Notice to Supervisors

RE: Access to stores during off-shifts

Gentlemen:

With the implementation of electronic 615's combined with our new work order information management system, a reminder regarding access to stores and inventory control seems appropriate.

As in the past, concerns continue to revolve around access to stores and providing proper documentation for materials received during the off shift. Although the electronic 615's and work orders will address some documentation concerns, notification must still be provided to the storekeeper to identify that these materials were actually received and the order is complete. To accomplish this I would ask that Supervisor's initial the appropriate documentation such as work orders, pick slip, or 615 to identify materials received. This procedure will improve inventory control and increase the accuracy of replenishment reports to ensure sufficient inventory is on hand at our facility to perform maintenance and contract work.

Let this letter serve as a reminder and notice that obtaining parts/materials from the Diesel shop stores, during the off shift, is the responsibility of the supervisor, including the initialing of any appropriate documentation.

Trevor Prescott
Superintendent
Equipment Maintenance

November 3, 1999

Mr. Bob Duguard
Storekeeper
Ontario Northland
North Bay, Ontario

Re: Satellite Stores within the Mechanical Department

This letter is to inform you that the mechanical department only requires the make up of three satellite stores. The locations would be the diesel shop (DS2), car shop (CS2) and the wheel shop (WS2). In order for the Maintenance Information System to work properly, these three satellite stores will be the only one required. The inventory of these stores will be keep solely for parts required at that location and used frequently. The number of parts will be kept to a minimum since our intent is not to have the shop area become a storage area for parts.

Randy Evers
Supervisor
Production Planning Systems

**EMPLOYEE BENEFIT PLAN
SUPPLEMENTAL AGREEMENT**

BETWEEN

**ONTARIO NORTHLAND
TRANSPORTATION COMMISSION**

AND

ASSOCIATED RAILWAY UNIONS
(representing the Unions Signatory hereto)

The parties hereto agree that the company shall provide a Benefit Plan governing life insurance, weekly indemnity benefits, long term disability, maternity leave benefits, extended health care benefits, dental care benefits and vision care benefits as follows:

1. An eligible employee shall be entitled to:
 - (a) Life Insurance coverage in the amount of \$37,000. with double indemnity provision for accidental death, details of which are contained in Appendix "A".
 - (b) Weekly Indemnity Benefits up to 26 weeks from wage loss on account of sickness or nonoccupational accident of 70% of base pay up to a maximum of \$500. per week, (Effective January 1, 2001 maximum of \$520.) details of which are contained in Appendix "B".
 - (c) Medicare Allowances, details of which are contained in Appendix "C".
 - (d) Maternity Leave Benefits or Adoption Leave Benefits up to 17 weeks based on 70% of weekly base pay with no maximum, details of which are contained in Appendix "D".
 - (e) Extended Health Care Benefits, details of which are contained in Appendix "E".
 - (f) Dental Care Benefits, details of which are contained in Appendix "F".
 - (g) Long Term Disability Protection Plan, details of which are contained in Appendix "G".
 - (h) Vision Care Benefits, details of which are contained in Appendix "H".
2. Eligibility qualifications and pay direct provisions shall be outlined in Appendix "I".
3. An Administrative Committee will be established to act as a Committee of Appeal in cases where an employee may feel that he has been unjustly dealt with in respect of weekly indemnity payments. This will not be construed to deny an employee any rights of appeal which he may have under his respective Collective Agreement.
4. (a) The Administrative Committee shall be comprised of three members from the Company and three members to be nominated by the General Chairpersons' Association and will hold office until

successors are named.

(b) Should a vacancy, temporary or otherwise, occur on the Committee it shall be filled by a substitute appointed by the appointor of the original member.

(c) The Committee shall appoint from its own number, two co-chairs, one from the Company and one from the employees.

(d) Four members of the Committee shall constitute a quorum.

(e) Each member of the Committee present at a meeting shall have the right to cast one vote. Decisions of the Committee shall be carried by four or more votes and unless otherwise expressly provided, shall be final and binding.

(f) Normal expenses (including lost wages) incurred by the Employee Members as a result of their attendance at meetings of the Administrative Committee will be reimbursed by the Company.

5. In the event the Committee is unable to reach a decision on any matter, either of the parties may, by notice given to the other within 60 calendar days, require the question to be referred to an arbitrator. If the parties are unable to agree on the selection of an arbitrator they shall jointly apply to the Ministry of Labour of Canada for the appointment of an arbitrator. The arbitrator shall have no power to add to, subtract from, or modify any of the terms of this agreement or of the collective agreements between any of the parties hereto. The expenses of the arbitrator shall be shared equally by the Railway and the Unions.

6. The residual cost of providing the weekly indemnity benefits provided for in Section 1(b) shall be paid by the Company after setting against such costs the employees' share of Unemployment Insurance premium reductions.

7. The provision of the coverage outlined herein shall be the responsibility of the Company. The Company will secure policies to provide Weekly Indemnity and Life Insurance coverage as set out in Section 1(a) and (b) hereof, will pay the premiums and will be entitled to any dividends accruing from such policies.

At the option of the Company, the Weekly Indemnity Benefit Plan may be put on an Administrative Services Only (A.S.O.) arrangement and the contract will be between the company and the service

organization.

8. The provisions of this agreement shall become effective on January 6, 2000.

9. This Supplemental Agreement supersedes the Supplemental Agreement signed at North Bay, Ontario on the 26th day of March, 1992 and will remain in effect until December 31, 2001 and thereafter subject to four months notice by either party of their desire to revise or terminate it, which may be served at any time subsequent to August 31, 2001.

Signed at North Bay this 6th day of January 2000.

For the Company: For the Union:

R. S. Hutton
Acting President

S. R. O'Donnell
Local Chairman
Brotherhood of Locomotive Eng.

P. G. Koning
General Chairperson
United Transportation Union

R. E. Marleau
Assistant Division Vice-President
Transportation Communication
Union/Steelworkers Local 1826

G. M. Louttit
Local Chairman
International Brotherhood of
Electrical Workers

B. E. Stevens
President
National Automobile, Aerospace,
Transportation and General
Workers Union of Canada
(CAW - Canada) Local 103

K. S. Caverly
Unit Chairperson
National Automobile, Aerospace,

Transportation and General Workers
Union of Canada
(CAW - Canada) Local 103

D. G. Graham
President
Ontario Northland Employees
Independent Union

R. M. Paulin
Local Chairman
Brotherhood of Maintenance of
Way Employees

APPENDIX "A"

LIFE INSURANCE BENEFITS

1. Effective January 6, 2000 each eligible employee will be covered in a group policy with life insurance in the amount of \$37,000. with a double indemnity provision on a 24 hour basis for accidental death.

By virtue of and subject to the terms of the group policy, the sum thus insured is payable to the beneficiary in the event of the death of the employee, while insured under the said group policy.

The insurance may be paid in one sum or in a fixed number of payments, at intervals of not less than one month, as provided in the group policy.

2. Conversion Privilege

Within 31 days after insurance stops, except on account of a reduction in accordance with the terms of the group policy, or except on account of, or subsequent to the termination of the group policy, the employee may apply to the insurance company for any regular whole life, endowment, or pension with insurance plan ordinarily issued by the insurance company. The converted policy may not include disability or double indemnity benefits. The insurance will be issued without medical examination at the premium rate which applies to age and classification of risk at the time of conversion. The employee may apply for an amount equal to, or, at his/her option, less than the amount of insurance which has been cancelled under the group policy.

3. Beneficiary

The employee may, at any time, appoint or change the beneficiary by written notice deposited with the employer, subject to applicable laws.

4. Disability Benefits

In the event that the employee becomes unable to work before age 65 because of total disability owing to accident or sickness, such employee will be entitled to life insurance coverage equal to the amount of paid up retirement insurance in effect at the time. There will be no premiums payable, but the employee must advise the insurance company that he/she is disabled and submit such evidence of disability as it requests.

5. Assignment

No assignment of any of the insurance under the said group policy shall be valid.

6. Termination of Insurance

The employee's insurance terminates when the group policy terminates, unless insurance is continued under the disability provision of the group policy, when the employee ceases to be eligible for insurance according to the terms of the group policy or when the employee attains the termination age specified in the group policy. Terms and conditions are more fully described in the governing insurance company policy.

APPENDIX "B"

WEEKLY INDEMNITY BENEFITS

1. (a) Effective January 1, 2000 for claims which originate on or after that date, an eligible employee will be entitled to weekly indemnity benefits of 70% of his/her weekly base pay to a maximum of \$500. per week. This new weekly maximum rate will also be applicable on January 1, 2000 on any claims which were established during the year 1999 and continued in force after January 1, 2000.

Effective January 1, 2001, for claims which originate on or after that date, an eligible employee will be entitled to weekly indemnity benefits of 70% of his/her weekly base pay to a maximum of \$520. per week. Claims which originated in 2000 which continue on into 2001 will be subject to this increase as well.

A claimant in receipt of EI sickness benefits will have such benefits supplemented up to the level of his/her weekly indemnity benefits. (This provision is subject to approval by Human Resources Development Canada). At no time shall the combined weekly payments from the plan and the weekly unemployment insurance benefits exceed 95% of the employee's weekly earnings.

(b) Weekly Indemnity benefits will commence for eligible employees from the first day in case of accidental injury, from the first day of sickness if hospitalized during the period of the claim and from the third day in other cases of sickness. Payments will be made for up to 15 weeks. If an employee continues to be disabled under this 15 week period and if he/ she is eligible for Employment Insurance

sickness benefits, he/she will be required to claim such EI sickness benefits. Following the exhaustion of such EI sickness benefits, an employee will continue to be eligible for weekly indemnity benefits for a period of up to 11 weeks without any further waiting period. In the event an employee is not eligible to receive EI sickness benefits, he/she would be immediately eligible to receive weekly indemnity benefits for the remaining 11 weeks of the 26 weeks period.

(c) Claims for coverage must be submitted within 30 days of the first day of disability.

2. Employees on company compensated jury duty and union representatives on temporary leave of absence account union business (for whom a premium has been paid) who become disabled during their period of leave will be eligible for weekly indemnity benefits in the same manner as if they had been working. Employees on bereavement leave will become eligible at the expiration of such leave.

3. If, after the termination of any disability for which an employee was entitled to a benefit under this provision, such employee again becomes disabled due to the same or related cause or causes, such later disability will be considered as a continuation of the previous disability unless such employee had recovered from the previous disability and had been at work with the company on full time for a period of at least two weeks after termination of the previous disability.

4. Employees have no vested right to payments under this plan except to payments during a recognized absence due to illness or non-work related injury.

5. Payments in respect of guaranteed annual remuneration or in respect of deferred remuneration or severance pay benefits are not reduced or increased by payments received under this plan.

Benefits will not be payable:

(a) for any period of disability during which the employee is not under the care of licensed physician, surgeon or chiropractor;

(b) for any period during which the employee is receiving benefits under Provincial Workers' Compensation legislation, unless compensation is payable in respect of a previously incurred partial

- disability which permits continuation of his/her employment;
- (c) for any accident or sickness for which an employee is receiving benefits under Provincial Workers' Compensation legislation,
 - (d) for any period during which an employee is entitled to sickness or disability benefits from the Employment Insurance Program in accordance with Section 1(c) of this Appendix "B"; (see Note 1);
 - (e) In respect of an accident which occurs while the employee is performing any work for wages or profit other than on behalf of the company;
 - (f) if the employee is drawing vacation pay or pay for general holidays or is on strike; (see Note 2);
 - (g) for intentionally self-inflicted injury, or injury resulting from war, insurrection or participation in a riot;
 - (h) for absence from work due to pregnancy leave;
 - (i) for any period during which an employee is engaged in any occupation for wages or profit;
 - (j) when an employee is laid off, or on leave of absence (see Note 3).
- Terms and conditions are more fully described in the governing insurance company policy.

Explanation of Notes

1. Except for the topping off supplement described in the last paragraph of Section 1(a) of this Appendix "B".
2. An employee who, while on annual vacation becomes ill or is injured, shall have the right to elect to terminate (temporarily) his/her vacation and to be placed on weekly indemnity.
3. When an employee qualifies for benefits during a period of employment and is subsequently laid off, benefits continue in accordance with Article 1(b) of the Appendix "B".

APPENDIX "C"

MEDICARE ALLOWANCES

1. Allowances will be paid by the Company for medical-surgical benefits to be applied against payments provided for under any government medical care program as follows:
 - (a) Eligible employees, regardless of marital status, resident in the Province of Quebec, an allowance of \$10.00 per month.

(b) Eligible employees resident in the Province of Ontario

Monthly allowances as follows:

Employees with no dependants \$22.50

Employees with dependants \$45.00

2. Such allowance will first be used to pay any amount the Company is, or might be in the future, required to pay for such medical-surgical benefits under any medical care program.

3. If no monthly amount is payable or if the monthly amount payable, or to be payable, by an employee, or by an employee and the Company, account medical-surgical benefits is less than the allowance, the difference will be paid by the employee on the payroll and if the monthly amount is greater, the difference will be deducted from the employee's wages.

4. Subject to the provisions of the above sections an employee qualifies for an allowance for any month only if he/she performs compensated service in the payroll period which contains the tenth day of the month or in the payroll period immediately preceding. The application of this section will not operate to deny an eligible employee the allowance for any month in which he/she performs compensated service nor to grant him/her the allowance for any month in which he/she does not perform compensated service.

5. Notwithstanding the provisions of Section 4 above an eligible employee who does not perform compensated service in such pay periods but who is in receipt of a weekly indemnity payment under the provisions of Section 1(b) of this agreement or an Employment Insurance benefit as contemplated in Section 1(c) of Appendix "B" or who is off work account W.S.I.B. disability will be treated as follows:

(i) If he/she is resident in a province where a medicare premium or medicare tax is payable, he/she will be eligible for the amount of such premium or tax up to the maximum amount stipulated in Section 1 of this Appendix, or such lesser amount as is required to pay the premium or tax in such province.

(ii) If he/she is resident in a province where no medicare premium or medicare tax is required, no payment will be made.

This Section 5 will apply only for a maximum period of 26 weeks for each period of disability.

Note:

The provisions contained in this Section shall not result in a duplication of benefits as a consequence of similar provisions in any other agreement.

APPENDIX "D"**PAID MATERNITY LEAVE PLAN**

1. Effective on the first day of the month following the signing of this agreement, a paid Maternity Leave Plan will be established for claims which originate on or after that date. The plan will provide maternity leave benefits in the event of childbirth or the adoption of a child less than one year old of an amount that, when added to Employment Insurance Maternity Benefits, will result in the employee receiving 70% of her weekly base pay with no maximum amount for those weeks during which she receives Employment Insurance Maternity Benefits, i.e., for a maximum of 15 weeks.
2. The provisions of the paid Maternity Leave Plan are subject to the approval of Human Resources Development Canada.
3. Employees have no vested right to payments except to payments as outlined in Clause 1 above.
4. Payments in respect of guaranteed annual remuneration or in respect of deferred remuneration or severance pay benefits are not reduced or increased by payments received under this plan.

APPENDIX "E"**EXTENDED HEALTH CARE BENEFITS**

The Extended Health Care Plan provides for coverage of semi-private hospital accommodation expenses and major medical coverage, drugs and vision care expenses in accordance with the following:

(a) **Hospital Benefit**

Effective January 1, 1997, semi private hospital coverage will be limited to \$150. per day

Effective the first of the month following ratification, new employees will not be covered for semi-private insurance.

(b) **Drug Benefit**

100% of charges for drugs, including oral contraceptives, sera and injectibles prescribed by a licensed doctor (MD) or licensed dentist

and dispensed by a registered pharmacist, that regardless of their legal status are not normally obtainable except by prescription from a licensed doctor (MD) or licensed dentist. The drug plan is not subject to an annual deductible.

Effective October 1, 1996 a generic drug plan will be established. Brand name drugs will be accepted when:

- (i) No generic substitute is available, or
- (ii) An allergic reaction to the generic drug is demonstrated.

(c) Major Medical Benefit

- . The Major Medical Benefit portion of the plan is subject to a deductible of \$25.00 per family, per calendar year.
- . This benefit is subject to a lifetime maximum amount of \$40,000. per individual.
- . The Major Medical expenses are subject to 80% reimbursement for the following covered expenses:
 - . Services of a licensed physiotherapist
 - . Services of a registered nurse
 - charges for home nursing care, by a registered nurse (R.N.) or when unavailable a registered nursing assistant (R.N.A.) who:
 - is not a member of your family; and
 - does not normally live in your home;
 - when ordered by a licensed doctor (M.D.) as medically necessary for a disability that requires the specialized training of an R.N. or R.N.A.
 - charges for nursing care in a hospital if such charges are not covered under the insured person's Provincial Health Plan, by a Registered Nurse (R.N.) or when unavailable a Registered Nursing Assistant (R.N.A.) who:
 - is not a member of your family; and
 - does not normally live in your home.
- . Diagnostic and x-ray services, blood and blood plasma, oxygen and rental of equipment for its administration
- . Purchase of durable medical equipment, crutches, artificial limbs, etc., including elastic support stockings and orthopaedic shoes

- . Rental or purchase of a wheelchair, hospital bed or iron lung
- . Licensed ambulance, including air ambulance to and from the nearest hospital
- . Dental treatment for accidental injury to natural teeth

Expenses Not Covered:

No payment is made for the following expenses:

- . Cost of the difference between a semi-private and a private hospital room
- . Convalescent or nursing home care
- . Cost of treatment by chiropractors, osteopaths, podiatrists, speech therapists and psychologists
- . Hearing aid expenses
- . Drugs which can be purchased without prescription (with certain exceptions). For example: patent medicines, vitamins, health foods, cough and cold preparations, aspirin and similar products are ineligible.

General Exclusions

The plan does not cover services and supplies in the following situations:

- . injury sustained by employees while working for pay or profit other than with their employer
- . injury of a dependent while working for pay or profit, any portion of medical expense covered under Workers' Compensation or similar program
- . services to which the patient is entitled without charge, or for which there would be no charge if there were no coverage
- . services, or portions thereof, provided under government sponsored programs

In the event that a service covered by a government sponsored program is suspended, the Extended Health Care Plan will not assume coverage of such service.

Co-ordination of Benefits

Some employees and their dependants are eligible for benefits from other group type plans. In these cases, the benefits payable under all plans will be co-ordinated to ensure that the maximum benefits are made available but that the total amount paid does not exceed the

actual expenses incurred.

Terms and conditions are more fully described in the governing insurance company policy.

APPENDIX "F"

DENTAL CARE BENEFITS

The Dental Care Plan provides for coverage of 100% of the expenses for routine dental care and 50% of expenses for major dental care subject to a calendar year deductible of \$35.00 per person, but not more than \$35.00 per family to a maximum annual benefit of \$1,200. per person. Eligible employees and their dependants will be covered for expenses as follows:

Routine Care

Charges up to the maximum benefit for:

- . oral examinations, cleaning of teeth, fluoride treatments and bite wing x-rays: twice in any calendar year, but not more than once in any six month period for dependants under age 18, and not more than once in each nine months for adults, beginning September 1, 1994.
- . full mouth series of x-rays: once every 24 months for dependants under age 18 and not more than once in each 36 months for adults.
- . extractions and alveolectomy (bone work) at time of tooth extraction
- . dental surgery
- . general anaesthesia and diagnostic x-ray and laboratory procedures required for dental surgery
- . amalgam, silicate, acrylic and composite fillings
- . necessary treatment for relief of dental pain
- . cost of medication and injections given in the dentist's office
- . space maintainers for missing primary teeth and habit breaking appliances
- . consultations required by the attending dentist
- . surgical removal of tumors, cysts, neoplasms
- . incision and drainage of abscess
- . endodontics (root canal therapy)
- . periodontal treatment (gum and tissue treatment)

Dentures, Crowns and Bridge Work

Charges up to the benefit maximum for:

- . provision of crowns, inlays and onlays
- . provision of an initial prosthodontic appliance (e.g. fixed bridge restoration, removable partial or complete dentures)
- . replacement of an existing prosthodontic appliance if:
 - (a) it is over five years old and cannot be repaired;
 - (b) it is a temporary one installed after the employee first became covered by the plan (in this instance the replacement is considered a permanent one);
 - (c) it is required due to the installation of an initial opposing denture after the date the employee became covered by the plan;
 - (d) it is required as a result of accidental injury after the employee became covered by the plan;
 - (e) the extraction of additional teeth, after coverage has begun, requires a new appliance. If the existing appliance can be made serviceable, only the expense for the portion required to replace the teeth extracted is covered.
- . Relines, rebases and repairs to existing dentures
- . Procedures involving the use of gold, only if such treatment could not have been carried out with the use of a reasonable substitute consistent with generally accepted dental practice. Where the use of gold is optional, the covered expense will be that of the customary substitute.

Other Dental Practitioners

Dental care, services or supplies must be rendered and dispensed by a licensed dentist, except that:

- . scaling and cleaning of teeth may be done by a licensed dental hygienist; and
- . installation, adjustment, repair, relining or rebasing of full dentures, may be done by a denturist, denture therapist, technician or mechanic, who is registered and practicing within the scope of his license.

Charges for such health care, services and supplies will be deemed to be covered as follows:

Effective January 1, 2000 the 1999 suggested Fee Guide for Ontario Dental Association

Alternative Services

If alternative services may be performed for the treatment of a dental condition, the maximum amount payable will be the amount shown in the applicable suggested Fee Guide for the least expensive service or supply required to produce a professionally adequate result.

Predetermination of Benefits

If charges for a planned course of treatment by a licensed practitioner would exceed \$300., proposed details and x-rays should be submitted to Maritime Life for approval. Failure to do so may result in payment of a lesser benefit amount because of the difficulty in determining the need for such treatment after it has been provided. Dental x-rays will be promptly returned to the dentist.

Course of treatment means one or more services rendered by one or more dentists for the correction of a dental condition diagnosed as a result of an oral exam starting on the date the first service to correct such condition is rendered.

Limitations

No amount will be paid for charges for:

- . dental care which is cosmetic;
- . completion of claim forms;
- . broken appointments;
- . dental care covered under a medical plan provided by an employer or government which, in the absence of insurance, there would be no charge;
- . stainless steel crowns on permanent teeth;
- . oral hygiene instruction or nutritional counselling;
- . protective athletic appliances;
- . prostheses, including crowns and bridgework, and the fitting thereof which were ordered while the person was not insured, or which were ordered while the person was insured but which were finally installed or delivered after this benefit is discontinued or more than 31 days after termination of insurance for any other reasons;
- . a full mouth reconstruction, for a vertical dimension correction, or

- for diagnosis or correction of a temporomandibular joint dysfunction;
- . replacement of a lost or stolen prosthesis; or
- . orthodontic treatment or correction of malocclusion

APPENDIX "G"

LONG TERM DISABILITY PROTECTION PLAN

1. Employee Eligibility:

- a) Must be a current active employee with permanent status and a minimum of two (2) years of continuous employment relationship.
- b) For employees hired following the ratification of this agreement, the following service requirements shall apply:
 - (i) Must be a current active employee with permanent status and a minimum of two (2) years of continuous employment relationship.
 - (ii) For each year of cumulative compensated service an employee will be eligible to qualify for one (1) year of LTD coverage.
 - (iii) Following ten (10) years of continuous employment relationship, an employee will be eligible for LTD coverage or unless otherwise specified within the LTD Plan.

2. Requirements:

- a) Must exhaust all short term disability payments and vacation entitlement.
- b) Must apply for all wage loss replacement plans which includes but not limited to the company pension plan, Q/CPP and Workplace Safety and Insurance benefits if applicable.
- c) Must be determined to be unable to perform any work at Ontario Northland by the company physician.

Benefit Provision:

- a) The plan will provide that an eligible employee is insured for benefits equivalent to 70% of his/her normal weekly earnings.
- b) Payments from the LTD Plan will be offset by any amount of income the employee receives due to his/her disability. This would include but would not be limited to payments received from the

Company pension plan, Q/CPP and Workplace Safety and Insurance benefits.

c) Any retroactive adjustments from a wage loss replacement plan will result in the top up under the LTD plan being adjusted to reflect the overpayment. (For example, a six month retroactive payment in CPP disability benefits would result in an overpayment of the LTD top up which would then be either collected or the LTD top up would be reduced until the overpayment is recovered.)

d) Employees eligible for LTD will have their Extended Health Care, Vision, Dental and Life Insurance employment benefits for which they were entitled immediately prior to the commencement of the LTD continued for as long as they qualify for LTD payments.

e) Employees in receipt of LTD benefits may be required to undergo periodic medical examinations to verify that the employee's entitlement to receive, or to continue to receive, any long term disability benefits payable under this plan.

Rehabilitation:

An employee in receipt of LTD benefits may be required to participate in a rehabilitative program developed in conjunction with the employee's ability and supported by the Company Physician. Such programs require the approval of the Company and may include:

- 1) work in a full-time or part-time occupation for compensation or profit while the employee is unable because of the disability to be actively at work at his/her own job, or
- 2) participation in non-remunerative vocational training or work for rehabilitation.

Payment:

Employees who participate in a rehabilitation program will continue to receive payments from the plan offset by any remuneration they may be receiving as a result of the rehabilitation plan. Employees who refuse to participate in a rehabilitation program will cease to be eligible for LTD.

Expenses:

Expenses incurred as a result of the rehabilitation plan, other than normal employment expenses, approved in writing in advance by the company, will be paid by the company.

Limitations:

Payment will not be made for a total disability which existed prior to the employee becoming eligible for coverage under the service requirements of this plan.

Exclusions:

LTD benefits will not be payable:

- a) In respect of an accident which occurs while the employee is performing any work for wages or profit other than on behalf of the company.
- b) For intentionally self-inflicted injury, or injury resulting from war, insurrection or participation in a riot.

Termination:

Coverage under the LTD plan will terminate upon the earlier of:

- a) recovery
- b) reemployment at a rate of pay equal to or greater than the LTD payments
- c) age 65.

While it is the company's intention to administer the program itself, the company reserves the right to insure the LTD plan or transfer the administration of this program to a third party administrator.

APPENDIX "H"

VISION CARE BENEFITS

Effective January 1, 2000, the Vision Care Plan provides for reimbursement of up to 100% to a maximum of \$210. payable in any 24 month period, or in any 12 month period for dependants age 18 or under. The \$25.00 annual deductible does not apply to the Vision Care Plan.

Charges for lenses (including shatterproof lenses) and frames, sunglasses, or for contact lenses and their replacement provided there is an actual need for change in their magnifying strength, when prescribed by an ophthalmologist or optometrist, up to the Benefit Maximum. No amount will be paid for anti-reflective coatings.

Services of an ophthalmologist or licensed optometrist to a maximum amount payable in any two consecutive contract years will be \$25.00 per person.

APPENDIX "I"

ELIGIBILITY QUALIFICATION AND PAY DIRECT PROVISIONS

LIFE INSURANCE

New Employees:

A new employee becomes eligible on the first day of the month following the completion of 60 calendar days continuous employment relationship.

Monthly Qualification for Coverage:

An eligible employee qualifies for coverage in respect of a particular month only if he/she renders compensated service in that month.

Extended Health Care, Dental and Vision Care Plan

Employees will become eligible for extended health care benefits, dental care benefits and vision care benefits on the first day of the month following the completion of six months of continuous service.

Waiver of Premium:

(i) An employee's basic coverage for life insurance, extended health, vision care, dental and weekly indemnity will be continued while he/she is drawing weekly indemnity benefits or Unemployment Insurance benefits under the provisions specified in Appendix "B" of this Supplemental Agreement for a maximum period of up to 26 weeks for each period of disability.

(ii) An employee's basic coverage for life insurance, extended health and dental will be continued while he/she is off work account WCB disability for a maximum period of up to 52 weeks for each period of disability.

Dependent Eligibility

To be eligible for insurance dependants must be insured under a provincial health insurance plan.

Dependants becomes eligible for insurance when the employee become eligible or, if acquired later, upon becoming a dependent.

The employee must be insured in order for his/her dependants to be insured.

A person may not be insured for health care, dental care and vision care benefits as a dependent of more than one employee; or both as an employee and as a dependent.

Dependent means a spouse or unmarried child under 21 (25, if

regularly attending school and solely dependent upon the employee for support).

Spouse means a husband or wife by virtue of a religious or civil marriage ceremony; (if separated, spouse must be supported by the employee) except that, a person of the same or opposite sex living with the employee will be deemed to be the employee's spouse, if such person is publicly represented as the employee's spouse.

Child means:

- . a natural or legally adopted child; or,
- . a step child or other child, who is dependent upon the employee for support and lives with the employee in a regular parent child relationship.

Effective Date of Insurance

Insurance for employees and their dependants will become effective on the date of eligibility.

If an employee is absent from work because of disability due to illness or injury on the date of insurance, or any increase in insurance would otherwise become effective, such insurance will not become effective until the date the employee returns to active full time work for one full day.

Insurance, or any increase in insurance, for a dependent (other than a new born child who becomes insured within 31 days of becoming eligible), who is confined in a hospital because of illness or injury on the date such insurance would otherwise become effective, will not become effective until the date such dependent is no longer so confined.

Direct Payment Provisions, Termination of Insurance and Continuation of Insurance

1. The group Life, Accidental Death and Dismemberment and Weekly Indemnity benefits cease on the date the employee ceases to be an eligible employee, unless the Life or Weekly Indemnity benefits are extended due to eligible disability.

2. (a) Extended Health Care Plan, Vision Care and Dental coverage

for employees and their dependants will be terminated as follow:

(i) resignation or dismissal, the date on which the employment relationship terminates;

(ii) Retiring and retired employees - The end of the month in which the retired employee reaches age 65 or, in the case of an employee retiring after age 65 pursuant to the pension regulations, the end of the month in which retirement takes place (within 6 months of turning 65).

(iii) leave of absence, lay-off, (except as provided below), and death, the last day of the month in which such leave of absence, lay-off or death occurs;

(iv) strike, the last day worked.

(b) (i) In cases of leave of absence for disability (and the employee is in receipt of Weekly Indemnity Benefits, Unemployment Insurance Sickness/Maternity Benefits or Workers' Compensation Benefits), coverage will be maintained at no cost to the employee for a period of six months from the end of the month in which the disability occurs. If disability continues past this period, employees may maintain coverage for a further six months by submitting the required payment directly to their employer.

(ii) In cases of lay-off and leave of absence in circumstances other than those in (i) above, employees may maintain coverage for a period of 12 months following the date of lay-off or the granting of leave of absence, provided direct payment is made to their employer.

(c) With respect to dependants, the date on which a dependent ceases to be an eligible dependent.

3. Insurance for you and your dependants will also terminate when premium payments cease or when this plan is discontinued.

Continuation of Health Care and Dental Care Benefits for Incapacitated Children

Health Care and Dental Care Benefits will continue beyond the date an unmarried child attains the limiting age for insurance, provided proof is submitted to Excelsior Life within 31 days after such date that such child:

- . is incapable of self-sustaining employment by reason of mental retardation or physical handicap;
- . became so incapacitated prior to attainment of the limiting age; and
- . is chiefly dependent upon you for support and maintenance.

Thereafter, such proof must be submitted to Excelsior Life, as required, but not more often than yearly.

Continuation of Health Care and Dental Care Benefits After Your Death

Your dependants who are insured under this plan at the time of your death will continue to be insured while premium payments for such insurance are continued, but not beyond the earliest of:

- . the date such dependants cease to be eligible;
- . the date your spouse remarries (children will continue to be insured);
- . the end of the month after the date of your death; or
- . the date insurance for your dependants terminates for any reason.

Upon your death, benefits are payable to your spouse, if living, or to your child (or legal guardian).

EMPLOYMENT SECURITY

and

INCOME MAINTENANCE AGREEMENT

for

ASSOCIATED RAILWAY UNIONS
(representing the Unions Signatory hereto)

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THIS AGREEMENT IS:

between

**ONTARIO NORTHLAND TRANSPORTATION
COMMISSION**

called "the Company"

of the One Part

and

ASSOCIATED RAILWAY UNIONS
of the Other Part

Preamble

The parties agree that Supplemental Unemployment Benefits be paid only for periods of temporary layoff (the specific duration being set out in the provisions of this agreement). Employees in receipt of SUB continue their employment relationship with the Company, retain seniority rights and are required to accept temporary or permanent assignments as provided in this Article or become disentitled to SUB. Although an Article 8 notice reflects a permanent change, any layoffs pursuant to this change may be temporary in nature.

ARTICLE 1

Definitions

A. "Employment Security" means that an employee who has completed 8 years of Cumulative Compensated Service with the Company will have Employment Security as provided in Article 7.

B. "Preferred Employment Security" means that an employee who has 7 years of service with the company will have preferred Employment Security as provided in Article 7A.

C. "Continuous Employment Relationship or Service" means an employee whose employment relationship with the company is unbroken by resignation or termination

D. "Eligible Employee" means an employee of the company represented by the Unions is eligible for the benefits pursuant to the eligibility requirements of Articles 4 or 6.

E. "Basic Weekly Rate" means the Basic Weekly Rate of pay applicable to the positions held at the time of change. (Hourly rated employees, 40 x the basic hourly rate; seasonal and spare employees, 80 percent of average weekly earnings over the eight weeks preceding layoff.)

F. "Seniority District/Territory" means that Seniority District/Territory as defined in Collective Agreement # 12.

G. "The Plan" means the benefits and terms and conditions relating thereto as agreed for the employees of the Company, as defined herein, which benefit, terms and conditions appear in this Agreement.

H. "Cumulative Compensated Service" means:

(i) One month of Cumulative Compensated Service will consist of 21 days or major portion thereof.

(ii) Twelve months of Cumulative Compensated Service calculated from the last date of entry into the Company's service as a new employee. For partial year credit, six or more months of Cumulative Compensated Service shall be considered as the major portion thereof and shall be counted as a year of credit towards computation of severance or layoff benefits. Service of less than six months of Cumulative Compensated Service shall not be included in the computation.

(iii) For an employee who renders compensated working service in any calendar year, time off duty, account bona fide illness, injury, authorized maternity 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 computation of Cumulative Compensated Service.

I. "Admitted Group" means those groups which have been admitted to coverage under The Plan as provided in Article 3.

J. "Master Agreement" means the Master Agreement signed between the Company and the Associated Railway Unions on the 6th day of January, 2000.

Article 1.1

General Provisions

1.1 (a) Employees have no vested rights to payments under the plan except to payments during a period of unemployment specified in the plan.

(b) Any guaranteed annual remuneration of deferred remuneration or severance pay benefits are not reduced or increased by payments received under this plan.

ARTICLE 2
Grievance Procedure and Final
Disposition of Disputes

2.1 Except as otherwise provided in The Plan, should any dispute arise respecting the meaning, interpretation, application, administration or alleged violation of The Plan, such dispute shall start at Step 3 of the grievance procedure as defined in the respective collective agreement.

2.2 Failing settlement of such dispute at the final step of the grievance procedure, should either party elect to progress the dispute, it shall do so by referring it to arbitration under the provisions of the respective collective agreement.

2.3 The request to arbitrate must be submitted in writing within sixty days of the date a decision was rendered at the final step of the Grievance Procedure. The request shall be accompanied by a joint statement of issue and joint statement of facts. If the parties cannot agree upon such joint statement either or each, upon notice in writing to the other, may submit a separate statement to the arbitrator.

2.4 When a question has been referred to an Arbitrator as provided for in Article 2.9 hereof, he/she shall have no power to add to, subtract from, or modify any of the terms of The Plan. The decision of the Arbitrator shall be final and binding.

ARTICLE 3
Administration of the Plan

3.1 Subject to the provisions of The Plan, the Union Representatives and the Company shall have full and unrestricted power and authority and exclusive jurisdiction to deal with and adjudicate upon all matters relative to The Plan, which does not add to, subtract from, or modify any of the terms of The Plan or of the collective agreement. They shall not have any power to deal with and adjudicate upon any benefits not specifically provided for in The Plan nor in any subsequent plan reached between the Company and any Union.

3.2 (a) Notwithstanding the provisions of Article 3.1 the following types of cases not specifically covered by The Plan may be considered

by the parties for adjudication and payment of benefits, but such cases shall not be subject to arbitration:

- (i) special case(s) involving extenuating circumstances
- (ii) special case(s) of temporary layoffs of not more than 16 weeks lending themselves to an orderly implementation of layoff procedures based on the principle of inverse seniority. Where it is agreed that such special case(s) exists, this principle is to be applied at the work location where the layoffs are occurring, and on an optional bases, after all employees with less than two years service have been laid off.
- (iii) special case(s) of permanent staff reductions lending themselves to special offers of optional early retirement separation allowances to employees eligible, or within one year of eligibility, to retire under Company pension rules so as to prevent the otherwise unavoidable relocation and permanent separation of employees with two or more years' service. The separation allowance to apply in each such special case of optional early retirement is to be a lump sum payment calculated on the basis of the following formula:

<u>Years of Cumulative Compensated Service</u>	<u>Number of Weeks Salary Credited for Each Year of Service Remaining to Normal Retirement</u>
35 or more	4.0
34	3.9
33	3.8
32	3.7
31	3.6
30	3.5
29	3.4
28	3.3
27	3.2
26	3.1
25 or less	3.0

NOTE: (a) A partial year of service remaining to normal retirement is to be expressed on a monthly basis, e.g., 4 years and 1 month (or major portion thereof) equals 4 1/12 (4.083) years.

(b) One week's salary shall be the employee's Basic Weekly Rate at the time of the change.

(c) The parties may only approve such special case(s) conditional upon their observation of the following governing principles:

(i) approval of such special case(s) shall not involve increasing the existing benefit levels in The Plan.

(ii) approval of such special case(s) shall not be incompatible with the terms of The Plan.

(iii) approval of such special case(s) referred to in Article 3.2 (a)(i) and (ii) above shall not involve costs higher than 90% of the costs which would otherwise have been incurred as a result of the standard application of The Plan.

(iv) approval of any special case(s) under Article 3.2(a)(ii) shall be contingent upon notification by Human Resources Development Canada that employees who avail themselves of such an inverse seniority layoff procedure will not be disqualified nor disentitled from employment insurance benefits for so doing.

(v) approval of such special case(s) shall not involve the modification of any Company plan or agreement dealing with such matters as pensions, health and welfare, etc.

(vi) approval of special case(s) involving special offers of optional early retirement separation allowances shall include the payment of money to the Pension Fund if it is demonstrated that such early retirements result in additional costs to the Pension Fund.

(d) The foregoing procedures shall not alter the effective date of staff reductions.

3.3 The Unions and the Company shall have the power to admit to coverage under The Plan any applicant bargaining unit that has a collective agreement with the company subject to such conditions as may be determined from time to time by the parties. Unless otherwise agreed between the Company and the Union making application for admission, any admitted group can only be admitted under the same terms and conditions as apply to other employees in The Plan.

A union and employer who wish to seek admission to The Plan for an appropriate bargaining unit, must make a joint application addressed to the respective Unions and the Company.

ARTICLE 4

Weekly Layoff Benefits and Severance Payments Benefits Accumulation - Layoff Payments

4.1 (a) An employee who has two years or more of continuous employment relationship at the beginning of the calendar year shall be allowed a gross layoff benefit credit of five weeks for each year of cumulative compensated service.

NOTE: In arriving at net layoff benefits available for an employee, any previous layoff payments made from the Employment Security and Income Maintenance Plan, under the provisions of Article 4 of The Plan must be taken into account on a "weeks of benefits paid" basis. For example, if an employee with 5 years Cumulative Compensated Service was laid off under the provisions of The Plan, he/she would be treated as follows:

Gross weeks of layoff benefits entitlement	
- 10 (yrs) x 5 (weeks)	50 weeks
Less weeks of layoff benefits paid under the provisions of previous Employment Security and Income Maintenance Plan and Article 4 of this Plan	<u>10 weeks</u>
Net Layoff Benefit Available	40 weeks

(b) Except as provided in Article 4.3 of The Plan, an Eligible employee who is laid off, and whose layoff benefit credit is reduced due to weekly layoff benefit payment being made during the period of layoff in accordance with Article 4 of The Plan, will, on recall accumulate layoff benefit credits in accordance with the above provisions.

4.2 The above layoff benefit will apply until such time as the employee has completed 20 years of Cumulative Compensated Service, when the following maximum layoff benefit will apply:

Maximum Period for Which	
<u>Years of Cumulative Compensated Service</u>	<u>Weekly Benefits Payable for each Period of Layoff</u>
20 yrs. or more but less than 25 years	3 years
25 yrs. or more but	4 years

less than 30 years

30 years or more

5 years

4.3 An employee who, at the beginning of the calendar year, has completed 12 years of Cumulative Compensated Service and subsequently receives weekly benefits due to layoff, in accordance with the provisions of Article 4 of The Plan, shall, upon return to service after termination of layoff, be credited with the accumulated layoff benefit weeks he had to his/her credit at the time of layoff.

4.4 (a) An employee who is not disqualified under Clause (d) hereof, shall be eligible for a benefit payment in respect of each full week of seven consecutive calendar days of layoff (herein called "a claim week") or to a severance payment provided he/ she meets all of the following requirements:

(i) He/she has two years of more of continuous employment relationship at the beginning of the calendar year in which the period of continuous layoff in which the claim week occurs began, (calendar year shall be deemed to run from January 1st to December 31st);

(ii) For weekly layoff benefit payment, a continuous waiting period of seven days in the period of layoff has expired. Each period of layoff will require a new seven-day waiting period in order to establish eligibility for weekly layoff benefits, except that once an employee has been on layoff for more than seven days, and is recalled to work for a period of less than ninety calendar days, such employee will immediately become eligible for weekly layoff benefits upon layoff within such ninety days.

(iii) He/she has made application for benefits in the prescribed form and in accordance with the procedures prescribed by the Committee;

(iv) He/she has exercised full seniority rights on his/her basic Seniority Territory as provided for in the relevant collective agreement, except as otherwise expressly provided in Clause (d), paragraphs (ii) and (iii) of this Article 4.4.

(b) Notwithstanding any other provisions in The Plan, if upon the effective date of resignation from the Company's service an employee is eligible for an early retirement pension, he/she will not be eligible for a severance payment.

(c) An employee who, on being laid off, does not qualify under

paragraph (i) of Article 4.4(a) shall, if still laid off in the next calendar year, qualify under said paragraph (i) if at the beginning of said next calendar year he/she has two years of continuous employment relationship. The seven-day waiting period provided in paragraph (ii) of Article 4.4(a) shall commence from the 1st day of January of that year.

(d) Notwithstanding anything to the contrary in this Article, an employee will not be regarded as laid off:

(i) During any day or period in which his/her employment is interrupted by leave of absence for any reason, sickness, injury disciplinary action (including time held out of service pending investigation), failure to exercise seniority (except as otherwise expressly provided for in Clause (d)(ii) of this Article 4.4), to retirement, Act of God, including, but not limited to fire, flood, tempest, or earthquake or a reduction of cessation of work due to strikes by employees of the Company;

(ii) During any interval between the time that he/she is recalled to the service of the Company after a period of layoff, and the time at which he/she actually resumes work during any waiting period provided for in the relevant collective agreement; except that an employee who does not, as a consequence of the foregoing, return to service on the day work is available shall be governed by the provision of Article 4.6 of The Plan, on the same basis as if he/she had returned to work on the date such work became available.

(iii) If he/she declines, for any reason, other than as expressly provided for in Clause (d)(ii) of this Article 4.4, recall to work on his/her basis Seniority Territory in accordance with the seniority provisions of the relevant collective agreement.

(iv) In respect of any period in which he/she is receiving other payments of any kind or nature directly from the Company, except as otherwise expressly provided in Article 4.6.

(v) During any recognized period of seasonal layoff as defined in Article 10.

(vi) After his/her dismissal from the service of the Company.

Claim Procedure

4.5 An Eligible Employee, as defined in Article 4.4 may, at the expiration of the seven-day waiting period specified in paragraph (ii) of Clause (a) of said Article 4.4, make application to a designated officer, in the form and manner prescribed by the Committee, for a weekly layoff benefit as follows:

(a) Employees with TWO or more years of continuous employment relationship and LESS THAN TWENTY YEAR'S SERVICE:

(i) A weekly layoff benefit for each completed week of seven calendar days laid off following the seven-day waiting period referred to in Article 4.4, of an amount which, when added to unemployment insurance benefits and/or outside unemployment insurance for such week, will result in the employee receiving 80 percent of his/her Basic Weekly Rate at time of layoff.

(ii) During any week following the seven-day waiting period referred to in Article 4.4, in which an Eligible Employee is not eligible for unemployment insurance benefits account eligibility for such benefits having been exhausted or account such employee not being insured for unemployment insurance benefits, nor account unemployment insurance waiting period, such employee may claim a weekly layoff benefit for each complete week of seven calendar days laid off of the maximum unemployment insurance weekly benefit currently in force (for 1992 the maximum unemployment insurance weekly benefit is \$426.) or such lesser amount which, when added to the employee's outside earnings for such week, will result in the employee receiving 80 percent of his/her Basic Weekly Rate at time of layoff.

(iii) Weekly layoff benefits provided for under Article 4.5 shall cease when benefit accumulation as specified in Article 4.1.

(b) Employees with TWENTY OR MORE YEARS' of cumulative Compensated Service:

(i) A weekly layoff benefit for each completed week of seven calendar days laid off following the seven day waiting period referred to in Article 4.4 of an amount which, when added to unemployment insurance benefits and/or outside earnings in excess of those allowance under unemployment insurance for such week, will result in the employee

receiving 80 percent of his/her Basic Weekly Rate at time of layoff.

(ii) During any week following the seven day waiting period referred to in Article 4.4, in which an Eligible Employee is not eligible for unemployment insurance benefits account eligibility for such benefits having been exhausted or account such employee not being insured for unemployment insurance benefits, or account unemployment insurance waiting period, such employee may claim a weekly layoff benefit for each complete week of seven calendar days laid off of an amount which when added to the employee's outside earnings for such week, will result in the employee receiving 80 percent of his/ her Basic Weekly Rate at time of layoff.

(c) It shall be the responsibility of the employee to report for each week for which he/she is claiming a weekly layoff benefit under The Plan, any amounts received from the Canada Employment and Immigration Commission in respect of such week, as well as any wages earned during such week while employed outside the Company. In the event an employee does not report all such outside earnings for any particular week, this will be interpreted as notice from him/her that his/her outside earnings for such week are the same as those for the previous week.

4.6 No weekly layoff benefit will be made for parts of a claim week as defined in Clause (a) of Article 4.4 except that:

(a) Recall not covered by Article 4.6(b) below

An employee who has qualified for weekly layoff benefits in accordance with Clause (a) of Article 4.4 and who returns to work for part of the last claim week and thereby receives earnings from the Company in the last claim week may make application for a partial weekly layoff benefit which, when added to the earnings received in that week and to unemployment insurance benefits and/or outside earnings in excess of those allowable under unemployment insurance for such week will result in the employee receiving 80 percent of his/her basic Weekly Rate at time of layoff.

(b) Temporary recall for less than five working days

An employee who has qualified for weekly layoff benefits in accordance with Clause (a) of Article 4.4 will not have his/her weekly

benefit payment reduced for any claim week during which he/she returned to the service temporarily for less than five working days.

Example of Payments for Part Week on Recall

4.7 Assume that an employee with a rate of \$15.00 per hour (\$120. per day, \$600. per week) is laid off Friday, February 8, 1992 (last day worked February 7th) and recalled to work Wednesday, March 17, 1992. This is 41 days, or 5 weeks and 6 days.

For the purpose of this illustration, the employee's plan claim week is Friday to Thursday and the unemployment insurance claim week is Sunday to Saturday.

In these circumstances the employee's benefit entitlement would be as follows:

Plan Claim Week 1

Nil (waiting period)

Plan Claim Week 2

(i) employee with less than 20 years of service - unemployment insurance maximum - \$426. (from The Plan).

(ii) employee with 20 or more years of service - $(80\% \times \$600. = \$480.)$ from The Plan

Plan Claim Weeks 3, 4 and 5

80% of Basic Weekly Rate at the time of layoff - $(80\% \times \$600.) = \$480.$ (\$426. unemployment insurance and \$54. from The Plan).

Last Plan Claim Week (March 8 - March 14/92 Inc.)

For unemployment insurance purposes, employee works 2 days, (March 14 and 15 - both of which days fall in one unemployment insurance claim week) - Earnings **\$240.**

Deduct unemployment insurance allowable earnings > 25% of employee's unemployment insurance entitlement of \$426.

\$106

Net earnings for unemployment insurance purposes **\$134.**

Unemployment insurance entitlement during last plan claim week (\$426. - \$134.) **\$292.**

In order to make up the 80% of the Basic Weekly Rate during the last plan claim week - i.e., \$480., the employee would receive:

One day's wages for Thursday, March 14, the last day of the plan claim week **\$120.**

Unemployment insurance entitlement **\$292.**

From The Plan **\$ 68.**

TOTAL **\$480.**

Severance Payment

4.8 (a) For each year Cumulative Compensated Service or major portion thereof, an employee will be allowed credit weeks as follows for the calculation of severance payment.

- (i) For each of the first ten years - one week's basic weekly pay
- (ii) For each of the eleventh and subsequent years - two week's basic weekly pay

(b) An employee eligible for a severance payment who resigns and, who at a later date will become eligible for an early retirement pension. The basic pay is to be calculated at the employee's Basic Rate in effect at the time of his/her resignation.

(c) An Eligible Employee may, upon submission of formal resignation from the Company's service, claim a severance payment as set forth above, but such severance payment will not in any event exceed the value of one and one-half year's salary at the Basic Weekly Rate of the position held at the time he/she was laid off.

(d) An employee will have seven calendar days from the date of lay off to decide to claim a severance payment under this Article.

Special Provisions for Employees with 20 Years or More of Cumulative Compensated Service

4.9 (a) An employee with 20 years of Cumulative Compensated Service who, in any calendar year, is laid off and unable to hold work on his/her basic Seniority Territory shall, upon return to work, count the period of layoff, up to a maximum of 100 days in any such calendar year from 1976 on, towards the qualifying period for vacation in the ensuing years: such period of layoff in one year shall, upon return to work, also count as service for determining the vacation entitlement in the following year. Layoff days credited for vacation purposes shall not be used in any other manner to obtain additional credit.

(b) An employee with 20 years of Cumulative Compensated Service who is laid off and unable to hold work on his/her basic Seniority Territory will have his/her group life insurance continued during the

period of layoff, up to a maximum period of two years from date of layoff.

(c) An employee with 20 years of Cumulative Compensated Service who is laid off and unable to work on his/her basic Seniority Territory, in a province where medicare premiums the Company will pay the medicare premiums up to the amount of the maximum medicare allowance provided under the existing collective agreements, up to a maximum period of two years from date of layoff.

4.10 Any agreement reached between parties will not be valid in respect of benefits under The Plan unless approved by the Canada Employment and Immigration Commission on the unemployment insurance payments by reason of supplemental unemployment benefits. Notwithstanding anything contained in The Plan, no Eligible Employee will receive for any week, a layoff payment under The Plan in excess of that which can be allowed the employee without any reduction in his/her unemployment insurance payment.

4.11 An employee who is on layoff on the effective date of The Plan and not receiving weekly layoff benefits, but who now qualifies for benefit payments in accordance with the terms of The Plan, shall be entitled to claim weekly layoff benefit payments for the period of layoff subsequent to the date such claim is received by the designated Company officer provided such claim is submitted within sixty calendar days of the effective date prior to the date claim is received by the designated Company officer shall be applied to the waiting period defined in Article 4.4(a)(ii). Such employee who fails to file a claim within sixty calendar days of the effective date of The Plan will forfeit his/her right to any benefit payments unless subsequently returned to work and again laid off.

4.12 Supplemental Unemployment Benefits (SUB) Plans provide that payments in respect of guaranteed annual remuneration or in respect of deferred remuneration or severance pay benefits are not reduced or increased by payments received under the SUB plan.

ARTICLE 5

Training of Employees

5.1 An employee who has Employment Security under the provisions of Article 7 of The Plan who has his/her position abolished and is unable to hold work due to a lack of qualifications, will be trained for another position within (if necessary) in order to fill a position in keeping with the provisions of Article 7. Training (if necessary) will be provided for a position for which he/she has the suitability and adaptability to perform the duties of that position. Such employee will receive the 40-hour straight time pay associated with his/her last railway classification during his/her period of training (hourly rate employees, 40 x the basic hourly rate: seasonal and spare employees, 40 x the average hourly earnings over the eight weeks preceding layoff).

5.2 An employee who does not have Employment Security under the provisions of Article 7 and has two or more years of Cumulative Compensated Service and:

(a) has been laid off or who has been advised that he/she may be laid off and who is, or will be, unable to hold other work in the Company because of lack of qualifications, or,

(b) will be adversely affected by a notice served pursuant to Article 8 of The Plan requiring an employee to relocate or suffer a substantial reduction in his/her rate of pay,

will be considered for training for another position within or without his/her seniority group, providing he/she has the suitability and adaptability to perform the duties of that position and provided he/she has indicated a willingness to work in the job for which he/she may be trained whenever vacancies exist.

5.3 At the option of the Company, training provided under the provisions of either Articles 5.1 or 5.2 may be:

(a) at training classes conducted by qualified Company personnel

(b) at classes conducted by an approved training agency.

The type of training for which an employee may apply must:

(i) qualify the employee for a recognized Company position;

(ii) offer a likelihood of employment in the Company on completion of the training period in a position for which the employee has been qualified; or

(iii) in the case of employees with 20 or more years of Cumulative

Compensated Service, include the possibility of qualifying the employee for employment within or without the railway industry.

5.4 An employee covered by the provisions of Article 5.2 will receive 80 percent of the Basic Weekly Rate of his/her last job classification during his/her period of training. In addition, he/she will be provided for the training period with books, equipment, tools and allowed other necessary supplementary expenses associated with the training program.

5.5 Should an employee covered by the provisions of Article 5.2 be recalled from layoff before the scheduled completion of training, the employee will be allowed to complete the program without forfeiture of pay or seniority rights.

5.6 Notwithstanding any agreement to the contrary, the Company may require an employee who has completed a training program to take a position for which he/she has been trained.

5.7 In addition, the Company, where necessary and after discussion with any Organization signatory to The Plan, will provide classes (after work or as arranged) to prepare present Company employees for upgrading, adaptation to technological change and anticipated new types of employment in the Company. The cost of such retraining will be borne by the Company.

5.8 Upon request, the subject of training of an employee or groups of employees under any of the above provisions will be discussed by the Local Chairperson or equivalent and the appropriate officer of the Company either prior to or at the time of layoff or at the time of the serving of the notice pursuant to Article 8 or as retraining under Article 5.7 is considered. Any unresolved differences between the parties concerning the usefulness of training for future Company service, the necessity for retraining, or the suitability and adaptability of an employee for training, may be progressed to arbitration in keeping with Article 2.10 of The Plan.

ARTICLE 6

Relocation Expenses

Eligibility

6.1 To be eligible for relocation expenses an employee:

- (a) must have been laid off or displaced, under conditions where such layoff or displacement is likely to be of a permanent nature, with the result that no work is available at his/her home location and in order to hold other work in the Company, such employee is required to relocate; or
- (b) must be engaged in work which has been transferred to a new location and the employment moves at the instance of the Company; or
- (c) must be affected by a notice which has been issued under Article 8 of The Plan and he/she chooses to relocate as a result of receiving an appointment on a bulletined permanent vacancy which at the time is not subject to notice of abolishment under Article 8 of The Plan and such relocation takes place in advance of the date of the change provided this will not result in additional moves being made; or
- (d) must have Employment Security under the provisions of Article 7 or preferred employment security under Article 7A and be required to relocate to hold work under the provisions of Article 7 or 7A of The Plan.

6.2 In addition to fulfilling at least one of the conditions set forth above, the employee:

- (a) must have two years' Cumulative Compensated Service; and
- (b) must be a householder, i.e., one who owns or occupies unfurnished living accommodation. This requirement does not apply to Articles 6.5, 6.6, 6.7 and 6.10; and
- (c) must establish that it is impractical for him/her to commute daily to the new location by means other than privately-owned automobile.

Relocation Benefits

6.3 Payment of door-to-door moving expenses for the Eligible Employee's household goods and his/her automobile including packing and unpacking, insurance and up to one month's storage; the mode of transportation to be determined by the Company.

6.4 An allowance of up to \$650. for incidental expenses actually incurred as a result of relocation.

6.5 Reasonable transportation expenses from his/her former location to his/her new location by rail, by bus or employee-owned automobile, and up to \$165. for an employee without dependants and that an

additional amount of \$65. will be paid for each dependant for meals and temporary living accommodation. Receipts will be required for rail and bus transportation.

6.6 An employee may drive his/her automobile to his/her new location at the allowance per kilometer specified in the current Master Agreement.

6.7 In order to seek accommodation in his/her new location, an employee will be allowed a continuous period of leave up to one week (seven consecutive days). Payments for such leave shall not exceed one week's pay at his/her Basic Weekly Rate.

6.8 (a) Except as otherwise provided in Article 6.8(c), reimbursement of up to \$9,500. for loss sustained on the sale of a relocating employee's private home which he/she occupied as a year-round residence. Loss sustained is determined as the difference between the value determined at the outset plus any real estate agent fees, legal fees, including those legal fees on purchase of a home at the new location, and any mortgage closure penalties, and the amount established as the selling price in the deed of sale.

(b) The procedure to be followed in respect of determining the loss, if any, on the sale of a home is described in Article 6.12.

(c) Notwithstanding the provisions of Article 6.8(a):

(i) should a change take place involving relocation of Company employees whereby the number of homes being listed for sale by such Company employees represent 15 percent or more of the residential homes in the municipality, the employees required to relocate shall be reimbursed for the full loss on such homes, which loss shall be determined by the procedures described in Article 6.12 of The Plan. The number of Company employees' homes referred to above shall, for the purpose of establishing the 15 percent, include the homes of all Company employees which are being offered for sale as a result of, and at time of the change; or

(ii) should a change occur involving relocation of Company employees covered by The Plan as well as Company employees covered by other collective agreements, the maximum amount of \$9,500. specified in paragraph (a) of this Article 6.8 shall be adjusted upward to equal the

maximum amount paid account loss on sale of home to any employee covered by such other collective agreement.

(d) An eligible Employee who desires to sell his/her house and receive any benefit to which he/she may be entitled under Article 6.8 must advise the Company's officer concerned accordingly within twelve months of the date the initial changes takes place. No employee shall be entitled to any claim under Article 6.8 if the house is not listed for sale within sixty days of the sale of the final determination of value and thereafter the house continues to be listed for sale. Any claim for reimbursement under Article 6.8 must be made within twelve months of the final determination of value.

NOTE: Notwithstanding other provisions of Article 6.8, special cases of loss on sale of homes may be submitted to the Committee for adjudication, but such special cases will not be subject to arbitration.

6.9 Payment of the cost of moving a wheeled mobile home which the employee occupies as a year-round residence. The selection of the mover and the cost of moving the mobile home shall require the prior approval of the Company and shall not, in any event, exceed a total cost of \$5,000. Receipts shall be required.

6.10 If an employee, who is eligible for moving expenses does not wish to move his/her household to his/her new location he/she may opt for a monthly allowance of \$145. which will be payable for a maximum of 12 months from the date of transfer to his/her new location. Should an employee elect to transfer to other locations during such twelve month period following the date of transfer, he/she shall continue to receive the monthly allowance referred to above, but subject to the aforesaid 12-month limitation.

An employee who elects to move his/her household effects to a new location during the twelve month period following the date of his/her initial transfer will only be eligible for relocation expenses under this Article for one such move and payment of the monthly allowance referred to above shall terminate as of the date of his/her relocation.

6.11 (a) Alternatively to Article 6.8, the cost of terminating an unexpired lease and legal costs connected therewith up to a value of three months' rent where the relocation employee was renting a dwelling, will be paid. Should the law require payment of more than

three months' rent in order to terminate a lease, such additional amount will be paid providing the employee first secures the Company's approval to pay in excess of the three month's rent.

(b) Where a lease was entered into following the notice of the change without prior approval of the Company, no benefit will be provided. Such prior approval will not be unreasonably withheld.

Appraisal Procedure

6.12 When an Eligible Employee desires to sell his/her home, under the provisions of Article 6.8(b), the following procedures will apply:

(a) In advising the Company officer concerned of his/her desire to sell his/her house, the employee shall procure a formal appraisal from a recognized appraiser which will include pertinent particulars. In so doing, the employee shall advise the company of the chosen appraiser and on completion shall submit such appraisal to the company.

(b) Within 15 working days from date of receipt of employee's advice of his/her desire to sell his/her home, the Company officer shall arrange a second appraisal of the home. The fair market value shall be the average of the 2 appraisals provided they are not in excess of 10%.

(c) If, however, the average of the appraisals is greater than 10%, then an effort shall be made to resolve the matter through joint conference of the officer and the employee concerned and the appropriate Union representative if so desired by the employee; such joint conference to be held within 5 working days from date of advice to employee concerned as referred to in Article 6.12(c).

(d) If such joint conference does not resolve the matter, then within 5 days from the date of the final joint conference arrangements shall be made for an impartial appraisal to be undertaken as soon as possible by an independent real estate appraiser. The fair market price established by such appraiser shall become the fair market value for the purpose of The Plan, and such price shall be binding on both parties.

(e) The employee and Company officer concerned shall endeavour to mutually agree upon the independent appraiser referred to in Article 6.12(e). If they unable to agree, then the Minister of Labour shall be requested to appoint such an independent appraiser.

(f) This fair market price of the house shall be the price determined as of a date sufficiently prior to the date of the change in order that the fair value will be unaffected thereby.

(g) The residence shall not be listed for sale prior to the establishment of fair market value. Should the residence be sold prior to the

establishment of a fair market value then the provisions of this Article are not applicable.

(h) The fees and expenses of any appraiser appointed in accordance with Article 6.12 shall be paid by the Company.

NOTE: In the event an employee desires to sell his/her home at a price which is less than the fair market value as determined by the provisions of this Article, the Company will be given the right in priority to everyone else to purchase the home.

Particulars of House to be Sold

Name of Owner

Address

Type of House, i.e. Cottage / Bungalow/ Split Level

Year Built

No. of Rooms.....Bathrooms

Type of Construction, i.e. brick, veneer, stucco, clapboard

.....
Finished Basement: Yes No

Type of Heating, i.e., oil, gas, electricity

Garage: Yes..... No.....

Size of lot.....

Fair Market Value: \$

Other Comments

.....
Date.....

Signature

ARTICLE 7

Employment Security

7.1 Subject to the provisions of this Article, and in the application of Article 8.1 of The Plan, an employee will have Employment Security when he/she has completed 8 years of Cumulative Compensated Service with the Company. New employees hired subsequent to June 17, 1996 will not become entitled to the provisions of this Article 7.

7.2 An employee who has Employment Security under the provisions of this Article will not be subjected to layoff as the result of a change issued pursuant to Article 8.1 of The Plan.

7.3 An employee who has Employment Security under the provisions of this Article and who is affected by a notice of change issued pursuant to Article 8.1 of The Plan, will be required to exercise his/her maximum seniority right(s), e.g., location and system, in accordance with the terms of the collective agreement applicable to the employee who has Employment Security.

7.4 An employee who has Employee Security under the provisions of this Article and is unable to hold a position on his/her seniority district e.g., at a location and system, will be required to exercise the following options provided he/she is qualified or can be qualified in a reasonable period of time to fill the position involved. In filling vacancies, an employee who has Employment Security must exhaust such available options, initially on a local basis, then on his/her seniority district:

- (a) fill an unfilled permanent vacancy within the jurisdiction of another seniority group and the same collective agreement;
- (b) there being none, fill an unfilled permanent vacancy within the jurisdiction of another seniority group with another collective agreement and the same Union;
- (c) there being none, fill an unfilled permanent vacancy within the jurisdiction of another seniority group and another signatory union; and
- (d) there being none, fill an unfilled permanent vacancy in a position which is not covered by a collective agreement.

NOTE: In the application of Article 7.4(d) and notwithstanding the

provisions of any collective agreement to the contrary, an employee who has Employment Security while employed on a position which is not covered by a collective agreement will remain, and continue to accumulate seniority, on the list from which transferred.

7.5 An employee who has Employment Security and who transfers from one seniority group to another under the provisions of Article 7.4 will, notwithstanding any provision of a collective agreement to the contrary, retain and continue to accumulate seniority in the seniority group from which transferred and will be subject to recall to his former seniority group.

7.6 An employee who has Employment Security and who fails to comply with the provisions of this Article will lose his/her Employment Security. Such employee will, however, be entitled to such other benefits under The Plan for which he/she is eligible. (i.e., Article 4)

ARTICLE 7A

Preferred Employment Security

7A.1 An employee who was in the service on June 17, 1996 and who has, or subsequently attains 7 years' service shall be defined as having "Preferred Employment Security".

7A.2 Such employee, who is displaced or has his/her job abolished, shall exercise his/her seniority as presently provided in his/her collective agreement, up to and including his/her basic seniority territory if necessary, in order to retain his/her Employment Security.

7A.3 If still unable to hold a position, then in order to retain Employment Security he/she shall (subject to qualifications);

(i) fill an unfilled vacancy within the jurisdiction of another seniority group of the same union covered by the same collective agreement;

(ii) there being none, fill an unfilled permanent vacancy within the jurisdiction of another seniority group and another signatory union;

(iii) there being none, fill an unfilled permanent vacancy within the jurisdiction of another seniority group and a non-signatory union or in a position which is not covered by a collective agreement.

NOTE: In the application of above Clauses (i), (ii) and (iii) maintenance of basic wage rates shall apply.

(iv)there being none, unless eligible for job protection under Article 7, be placed in a "waiting" status until such time as a vacancy occurs within his/her classification on the seniority territory, or as per Clauses (i), (ii) and (iii) above. During this period the employee's U.I. benefits (subject to U.I. approval) and/or outside earnings, will be supplemented to a level equal to 80 percent of his/her weekly base pay continuing until such time as a position is found for the employee in accordance with the foregoing.

Also during this period the employee must accept temporary work at his/her layoff location.

7A.4 In each of the above cases, before proceeding to the next option, the employee shall be required to fill such unfilled vacancy as far as the basic seniority territory if necessary.

7A.5 Such employee shall retain and continue to accumulate seniority on his/her original list and be subject to recall. There will be no transfer of seniority rights on moves except as may be already provided by the current rules.

7A.6 Training shall be provided if necessary, to achieve qualifications, with maintenance of earnings as described above to prevail throughout the training period.

7A.7 An employee who declines to exercise any of the options detained in Article 7A.3 hereof, or who while on "waiting" status refuses recall to any permanent vacancy or temporary work as therein described, or refuses recall to a permanent position on his/her original basic seniority territory, shall forfeit his/her employment security. Such employee will, however, be entitled to such other benefits under The Plan for which he/she is eligible.

7A.8 This Article 7A does not apply to reductions in forces made necessary by strikes or lock outs in the railway industry.

ARTICLE 8

Technological, Operational and Organizational Changes

8.1 The Company will not put into effect any technological, operational or organizational change of a permanent nature which will have adverse effects on employees without giving as much advance notice

as possible to the Local Chairperson representing such employees or other such other officer as may be named, by the Union concerned, to receive such notices. In any event, not less than three month's notice shall be given, with a full description thereof and with appropriate details as to the consequent changes in working conditions and the expected number of employees who would be adversely affected.

8.2 When a notice is issued under Article 8.1 and it becomes known to the Company that the change will be delayed for reasons over which the Company has no control, advice will be issued to the Local Chairperson, or such other officer as may be named by the Union concerned, and employees involved, explaining the situation and revising the implementation dates. If necessary, more than one such advice may be issued.

8.3 When the implementation of a technological, operational or organizational change is delayed or is to be delayed, at the instance of the Company, in excess of thirty calendar days, a new notice as per Article 8.1 shall be given.

8.4 Upon request the parties shall negotiate on items, other than those specifically dealt with in The Plan, with a view to further minimizing the adverse effects on employees. Such measures, for example, may be related to exercise of seniority rights, or such other matter as may be appropriate in the circumstances, but shall not include any item already provided for in The Plan.

8.5 If the above negotiations do not result in mutual agreement within thirty calendar days of the commencement of such negotiations, or such other period of time as may be agreed upon by the parties, the matters in dispute may be referred for mediation to a Board of Review composed of an equal number of senior officers of the Company and of the Union.

8.6 If the Board of Review is unable to resolve the differences within a fixed period of time to be determined at the commencement of its meetings, or some mutually agreed extension thereof, the matters in dispute may be referred for final and binding settlement to an arbitrator as set out in Article 2.10 of The Plan. The matters to be decided by the arbitrator shall not include any question as to the right of the Company to make the change, which right the Unions acknowledge,

and shall be confined to items not otherwise dealt with in The Plan.

8.7 The terms operational and organizational change shall not include normal reassignment of duties arising out of the nature of the work in which the employees are engaged nor to changes brought about by fluctuation of traffic or normal seasonal staff adjustments.

8.8 In addition to all other benefits contained in The Plan which are applicable to all Eligible Employees, the additional benefits specified in Article 8.9 and 8.10 are available to employees who are materially and adversely affected by technological, operational or organizational changes instituted by the Company.

Maintenance of Basic Rates

8.9 An employee whose rate of pay is reduced by \$2.00 or more per week, by reason of being displaced due to a technological, operational or organizational change, will continue to be paid at the basic weekly rate or hourly rate applicable to the position permanently held at the time of the change providing that, in the exercise of seniority, he/she;

(a) First accepts the highest-rated position at his/her location to which his/her seniority and qualifications entitle him/her; or

(b) if no position is available at his/her location, he/she accepts the highest-rated position on his/her basic Seniority Territory to which his/her seniority and qualifications entitle him/her.

The maintenance of basic rates, and four-week guarantees if applicable, will continue until:

(i) the dollar value of the incumbent above the prevailing job rate has been maintained for a period of three years, and thereafter until subsequent general wage increases applied on the basic rate of the position he/she is holding erase the incumbent differential; or

(ii) the employee fails to apply for a position, the basic rate of which is higher, by an amount of \$2.00 per week or more than the basic rate of the position which he/she is presently holding and for which he/she is qualified at the location where he/she is employed; or

(iii) the employee's services are terminated by discharge, resignation, death or retirement.

In the application of (ii) above, an employee who fails to apply for a higher-rated position, for which he/she is qualified, will be considered as occupying such position and his/her incumbency will be reduced correspondingly. In the case of a temporary vacancy, his/her incumbency will be reduced only for the duration of that temporary vacancy.

An example of the application of Article 8.9 (b)(i) follows:

Date	Basic Rate	Level
Oct.1, Yr.1	\$450.00	\$500.00
Jan.1, Yr.2(4%)	468.00	518.00
Jan.1, Yr.3(3%)	482.04	532.04
Jan.1, Yr.4(3%)	496.50	546.50

Jan.1, Yr.5(3%)	511.40	546.50
Jan.1, Yr.6(3%)	526.64	546.50
Jan.1, Yr.7(3%)	542.54	546.50J
Jan.1, Yr.8(3%)	558.82	Incumbency
Disappears		

For the purpose of this Article 8.9, the basic rate of a position paid on a four-week guarantee basis of the basic rate of a position with standby earnings shall be converted to a basic rate on a forty-hour week basis.

Example-Four-Week Guarantee

The basic rate of an employee who is guaranteed 179.3 hours for each four-week period, compromised of 160 straight time hours and 19.3 hours at time and one-half which is the equivalent of 189 straight time hours, is \$10.00 per hour at the straight time rate. In as much as his/her guarantee represents \$1,890. per four-week period, his/her Basic Weekly Rate shall be considered as \$472.50 and his/her basic hourly rate shall be considered as \$11.81.

Example-Standby Earnings

The basic rate of an employee who receives a 25-hour straight time standby allowance for each four-week period (which is equivalent to 46.25 hours per week) is \$10.00 per hour at the straight time rate. Such employee's Basic Weekly Rate shall be considered as 426,50 and his/her basic hourly rate shall be considered as \$11.563.

ARTICLE 9

Government Assistance Program

9.1 All payments under The Plan are to be reduced in whole, or in part, in each case by an amount payable for the same purpose under a Government Assistance Program.

ARTICLE 10

Seasonal Employees

10.1 Seasonal Employees are defined as those who are employed regularly by the Company, but who normally only work for the Company during certain seasons of the year. Articles 4 and 8 of The Plan shall apply to these employees except that payment may not be claimed by any seasonal employee during or in respect of any period or part of a period of layoff falling within the recognized seasonal layoff period for such group. In respect of seasonal employees laid off during the recognized seasonal working period, the seven and thirty-day waiting periods provided for in Articles 4.4(a)(ii) and 4.4(a)(iii) will apply, except that in the case of a seasonal employee who is not recalled to work at the commencement of the recognized seasonal working period, the even or thirty-day waiting period, as the case may be, will begin on the commencement date of the recognized seasonal working period. Seasonal employees and recognized seasonal working period shall be defined in Memoranda of Agreement signed between the Company and the affected Organizations signatory thereto.

ARTICLE 11

Casual and Part Time Employees

11.1 Casual and part time employees are those who work casually on an as required basis from day to day, including those who work part days as distinguished from employees who work on regular or regular seasonal positions.

11.2 Casual and part time employees are entirely excluded from the provisions of The Plan.

ARTICLE 12
Non-Applicability of Sections 52, 53 and
54, Part 1, and Sections 214 to 226 inclusive
of Part III of the Canada Labour Code

12.1 The provisions of The Plan are intended to assist employees affected by any technological change and Sections 52, 53 and 54, Part 1, of the Canada Labour Code do not apply.

12.2 The provisions of The Plan are intended to minimize the impact of termination of employment on the employees represented by The Unions and are intended to assist those employees in obtaining other employment and Sections 214 to 226 of Part III of the Canada Labour Code do not apply.

ARTICLE 13
Amendment

13.1 The parties hereto may at any time during the continuance of the Plan amend its provisions in any respect by mutual agreement.

ARTICLE 14

Commencement

14.1 Payment of benefits under The Plan shall commence on February 24, 1986.

ARTICLE 15

Duration

15.1 This Plan cancels and supersedes the Employment Security and Income Maintenance Plan dated June 17, 1996 between Ontario Northland Railway Company and the Associated Railway Unions.

15.2 The Plan will remain in effect until revised in the manner and at the time provided for in respect of the revision of the Master Agreement for which is current from time to time.

IN WITNESS WHEREOF the parties hereto have caused The Plan to be executed this 6th day of January, 2000 at North Bay, Ontario.

For the Company: For the Union:

R. S. Hutton
Acting President
Vice-President Transportation
Steelworkers Local 1826

R. E. Marleau
Assistant Division
Communication Union/

G. M. Louttit
Local Chairman
International Brotherhood
of Electrical Workers

B. E. Stevens
President
National Automobile,

Aerospace,

Workers Union of Canada

Local 4040

Transportation and General

(CAW - Canada) Local 103 for

Aerospace,
Workers Union of Canada

K. S. Caverly
Unit Chairperson
National Automobile,
Transportation and General
(CAW - Canada) Local 103

D. G. Graham
President
Ontario Northland Employees
Independent Union

of Way Employees

R. M. Paulin
Local Chairman
Brotherhood of Maintenance

APPENDIX “A”

Oragnization		Classification
B.M.W.E. Brotherhood of Mtce of Way Employees	7.1	All BMWWE employees in Track and B & B Departments
	7.2	Work Equipment and Welding Employees Extra Gang Labourers
I.B.E.W. International Bro. of Electrical Workers	6	Signal Foreman Signal Technician Asst. Signal Tech. Signal Maintainer Signal Assistant Signal Apprentice Signal Helper
C.A.W. National Automobile, Aerospace, Transportation and General Workers Union of Canada	4	Clerks and Other Classes of Employees including Stores Dept. (except office)
	5	Train Service Employees, Passenger Operations Dept.
O.N.E.I.U. Ontario Northland Employees Independent Union	1	Office Clerks
U.S.W.A. United Steelworkers of America	2	Train Operations-Agents, Operators Dispatchers
	3	Telecommunications Employees