

AGREEMENT NO. 4'

BETWEEN

ONTARIO NORTHLAND

AND

CAW – LOCAL 103

Representing

CLERKS AND OTHER CLASSES

**Revised and Reprinted
effective
except as otherwise indicated herein**

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INDEX

Article	Page
14	Assigned Work Week and Rest Days..... 34
17	Attending Court..... 38
23	Bereavement Leave..... 51
5	Bulletining and Filling Positions..... 13
15.2	Continuation of Benefits 37
25	Deduction of Union Dues..... 52
2	Definitions and Job Descriptions 1
10	Discipline and Grievances..... 22
34	Duration of Agreement..... 64
26	Employment Security and Income Maintenance Plan 55
11	Free Transportation and Leave of Absence 28
28	General..... 56
21	General Holidays..... 42
24	Health and Welfare..... 52
18	Held for Investigations or Railway Business..... 39
12	Hours of Service and Meal Periods..... 30
15.3	Injured on Duty..... 37
17A	Jury Duty..... 39
15	Life Insurance Upon Retirement..... 38
32.2	List of Classifications..... 61
13	Overtime and Calls 32
33	Printing of Agreement 64
32	Rates of Pay 59
32.2	Rate Groupings..... 60
1	Recognition and Scope..... 1
8	Rehabilitation..... 20
IQ	Relief Work and Preservation of Rates 40
3	Seniority Groupings 10
4	Seniority Status and Lists..... 10
16	Service Away From Headquarters..... 38
20	Service Letters..... 42
29	Spare Employees..... 57
7	Staff Reduction and Recall to Service..... 17
30	Students..... 58
9	Training..... 21
27	Train Service Employees..... 55
22	Vacations..... 45
6	Vehicle Permit and Gate Pass 17
15.4	Workers' Compensation/Weekly Indemnity..... 37

Letters of Understanding	65
Job Bulletins.....	66
Employees Who Become Physically Disabled.....	67
Contracting Out.....	69
Floating Vacation Days and Short Term LOA.....	71
Fuelling of Buses.....	72
Stores Spare Board.....	73
Yard Office Agreement – Temporary Vacancy and Overtime	74
Stores Vacation Letter.....	76
Access to Stores During Off Shifts.....	77
Satellite Stores– Mechanical Department.....	78
Medical Forms.....	79
Early Return to Work.....	80
Pension Contribution Holiday.....	84
Memorandum of Understanding re Employment Equity.....	85
Memorandum of Understanding re Close Circuit Television.....	88
Work Clothes for Employees in Cochrane and Moosonee.....	89
Drug, Alcohol or Genetic Testing.....	90
Amendment #16 to the ONTC Contributory Pension Plan.....	91
CSU/Engine Watchman – Hearst.....	92
Student Hiring.....	93
Memorandum of Understanding re Overtime for Employees of Wage Agreement #4	94
Employee Benefit Plan Supplemental Agreement	Green
Employment Security and Income Maintenance Agreement.....	Blue

ARTICLE I

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.

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

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

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

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

Operates power equipment.

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

2.6 Duties of Warehouseman Grade 2:

Checks merchandise against any type of Waybills.

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

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

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

Prepares Over Reports on freight checking over without billing.

Ensures that notations are made at transfer points on original waybills of any shortages, 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, bucks 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 cam 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-
GO Transit
North Bay Main Stores
North Bay Car Stores
North Bay Mtce & 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, revises 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.

Maintains stock locations, Identifies locations for new products, and inputs new stock item information.

Advises 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 adjusts 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 rail cars in and out of the Stores department.

Operates forklift or other material handling equipment to assist 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 includes daily housekeeping duties.

May be 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) Provides 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 Storeperson - North Bay

(a) Receives, ~~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.

Operates **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:

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

2.12 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 Local President/Unit Chairperson.

(b) Locally Agreed:

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

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 thirty (30) days written notice from either party.

2.15 Work Week

The term "work week" for regularly assigned, spare, and relief employees will mean the period between Sunday at 0001 hours to midnight on the immediate following Saturday.

(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 (7) consecutive calendar days starting with Sunday.

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 instance 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 (1) 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 (2) 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 (6) months without loss of seniority, but must return to his/her former position at, or prior to, the expiration of such six (6) 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 (6) months. If he/she remains in such official or excepted position beyond six (6) 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 (2) consecutive years. Following this two (2) 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, Falling this, he/she shall forfeit his/her seniority, and his/her name shall be removed from the seniority list.

ARTICLE 5

Bulletining and Filling Positions

5.1(a) Except as provided in clause (b) hereof, temporary vacancies, newly created positions or seasonal positions, any of which are known to be of more than sixty (60) calendar days duration, and vacancies in permanent positions shall be bulletined in the respective seniority groups within ten (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 sixty (60) calendar days), need not be bulletined until the expiration of sixty (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 (2) 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 seven (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 (2) 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 sixty (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 (5) 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 (5) working days or more.

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 (14) 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 thirty (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

Vehicle Permit and ~~Gate~~ Pass

6.1 At no cost, employees working "off shifts" at the North Bay Grew Management Centre will be provided with vehicle permit and gate pass to the former North Bay Yard Office.

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.

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 (10) 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 twenty (20) calendar days of making his/her choice, or within five (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 eight (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 fifteen (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 Director of Human Resources 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, or so arranged by the ERTW Committee, 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) 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.

8.3 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 (6) 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 (7) 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 (3) days, or ten (10) days as the case may be.

(d) For each shift that the new employee is working at the 75% rate, an allowance of \$16.00 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 No employee shall be disciplined, discharged, or have their employment terminated for any reason until he/she has had

a fair and impartial investigation and his/her responsibility established.

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 (1) 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 premises 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, policies, procedures, 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 twenty-one (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 dismissible offence.

Following that Investigation, the Company will not be allowed to conduct the investigation anew into the circumstances of the initial investigation

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.

(a) Any written reprimand, warning or caution, or the like, will be removed from the employee's record following a period of ten (10) months of discipline-free performance from the date of such written reprimand, warning or caution, or the like.

(b) Demerit marks will be removed from the employee's record following a period of twelve (12) months of discipline-free performance from the date of such demerit marks to a maximum of twenty (20) demerits. Suspension or the like will be removed from the employee's record following a period of twelve (12) months of discipline-free performance from the date of such suspension or the like.

(c) Discipline will be expunged from an employee's personnel record following a period of forty-eight (48) months of discipline-free performance.

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-one (21) 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-one (21) calendar days of receipt of grievance.

Step 2

Within twenty-one (21) calendar days of receiving decision under Step 1, the Local Chairperson or President may appeal in writing to the appropriate functional department head. A written

decision **will** be rendered within twenty-one (21) calendar days of **receiving 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 and in **Steps 2** 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 When a grievance concerning **the** interpretation **or** **alleged violation of this agreement or supplemental agreements** **has** not been **settled** at Step 2 of the **grievance** procedure, the Union or the Company may, within ten (10) calendar days **from** **the** date of **the** Company's decision at Step 2, request **pre-arbitration** meeting to be arranged through the **Labour Relations** Department.

10.12 The meeting will be held not later than **fourteen** (14) calendar days following the **receipt** of the above request **if such**

meeting is not requested, the Union or the Company must notify the other party in writing within the time limit specified in Rule 10.1 of its intention to proceed directly to arbitration with the grievance. If a pre-arbitration meeting fails to resolve the matter, it will be regarded as proceeding directly to arbitration in accordance with the following provisions.

10.13 When a grievance has been identified as proceeding to arbitration by either party, it must be scheduled for hearing with a sole arbitrator within sixty (60) calendar days of the notification to proceed to arbitration or following the date the parties were unable to resolve the matter at a pre-arbitration meeting. Failure to schedule the grievance for arbitration within such period will result in the matter being considered dropped and not subject to further appeal. The Union will provide the Director of Human Resources with a list of the three (3) arbitrators to have the matter heard. If the Company does not agree to any of the arbitrators, they will, within ten (10) calendar days, forward a list of three (3) arbitrators for the Union's consideration. If the Company fails to provide a list of arbitrators within the ten (10) calendar day period, the Union will arrange to have the matter heard by the arbitrator of its choice.

10.14 If the Union and the Company are unable to agree on the selection of a single arbitrator from among the three (3) names supplied by each party, the Federal Minister of Labour shall be requested to appoint an impartial arbitrator. The arbitrator shall proceed as quickly as possible to determine the matter in dispute, and his/her decision shall be final and binding.

10.15 A Joint Statement of Fact and Issue outlining the dispute and references to specific provision or provisions, if any, of the Collective Agreement allegedly violated, shall be jointly submitted to the arbitrator in advance of the date of the hearing. In the event the parties cannot agree upon such Joint Statement of Fact and Issue, each party shall submit a separate statement to the arbitrator in advance of the date of the hearing and shall, at the same time, give a copy of such statement to the other party.

10.16 The hearing shall be held by the arbitrator in the office of the Railway unless otherwise mutually arranged, or unless the

arbitrator deems it advisable because of special circumstances to hold the hearing elsewhere.

10.17 At the hearing before the arbitrator, argument may be given orally and/or in writing, and each party may call such witnesses as it deems necessary.

10.18 Each party shall respectively bear any expenses each has incurred in the presentation of the case to the arbitrator. The remuneration and expenses of the arbitrator shall be shared equally by the Company and the Union.

10.19 The arbitrator shall not have jurisdiction to add to, subtract from, modify, rescind, or disregard any of the provisions of the Collective Agreement or Supplemental Agreements. Disputes arising out of proposed changes in rates of pay, work hours, and conditions of service, modifications or additions to this Collective Agreement are specifically excluded from the jurisdiction of the arbitrator. The arbitrator, however, in respect of a grievance involving a penalty, shall be entitled to modify such penalty as in the opinion of the arbitrator is just and equitable.

10.20 Upon official notice, all reasonable arrangements will be made to permit the arbitrator to have access to the work place to view the disputed operations and to confer with the necessary witnesses.

10.21 Both parties agree to furnish each other with copies of documented evidence reasonably anticipated to be used in the presentation of their prospective cases before the arbitrator.

The parties further agree to furnish each other with copies of reported and unreported arbitration awards and court decisions they intend to rely on at the hearings. Such documentation, awards and decisions will be furnished at least seven (7) days prior to the hearings. The purpose of this is to eliminate the element of surprise in relation to documented evidence and unreported arbitration awards and court decisions.

10.22 Prior to the adjudication of final disposition of grievances by the highest designated authorities, as herein provided and while questions of grievances are pending, there will be neither a shutdown by the employer nor a suspension of work by the employees.

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 (2) days.

11.2 Necessary leave of absence will be granted to employees' delegates to attend their convention. This privilege will only be granted prodded 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 (4) 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 (6) 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.

(d) In instances where leaves of absence greater than three (3) days are granted, the Local Chairperson concerned will be informed.

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 (2) 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 365 days in order to serve the period of Incarceration. Such period of leave will not be credited towards accumulation of service.

11.9 Upon submission of a certificate issued by a qualified health practitioner indicating that a family member has a serious medical condition and there is significant risk of death occurring within a period of twenty-six (26) weeks, an employee will be entitled to take up to eight (8) weeks of unpaid leave in order to provide care and support to that specified family member.

NOTE - Family members will be defined as those contained in Article 23.

11.10 Employees covered by this Agreement and those dependent upon them for support will have free passenger rail transportation. This does not refer to special free transportation which may be issued to employees in train service on account of the necessary requirements of that service.

11.11 ~~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 (8) 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 (8) 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 ~~(1)~~ 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 ~~he~~ 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 far 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 (4th) hour and the beginning of the seventh (7th) hour after starting work, unless otherwise mutually arranged locally.

12.7 The meal period shall not be less than thirty (30) minutes, or 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 twenty (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 forty-eight (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 (4) 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 (1½) 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 workweek shall be paid for at time and one-half (1/2), 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 arbitrations 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 (3) hours at one and one-half (1½) times the hourly rate for three (3) 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 forty (40).

13.8 Employees required to work on their assigned rest days shall be paid at one and one-half (1½) 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 twenty-four (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 15th. 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 workweek of forty (40) hours consisting of five (5) days of eight (8) hours each with two (2) 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. Preferences shall be given to Saturday and Sunday and then Sunday and Monday. The workweeks 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 (1½) 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 (2) 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 five (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 (5) days per week, the number of regular assignments necessary to avoid this may be made with two (2) 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 (2) 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 (40) 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 \$7,000 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 sixty-five (65) either:

(a) Retiring with a Company pension and who have fifteen (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 sixty-five (65).

Injured en 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, Workers' 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, the Company's policy will apply.

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 at 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 (1½) times the pro rata rate, with a minimum of two (2) 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 (1) hour or more, cumulative, in any one day, to higher rated positions, shall receive the higher rate while occupying such positions, due regard being had to apprentice or graded rates. Employees temporarily assigned to lower rated positions shall not have their rates reduced.

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

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

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

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

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

19.5 No change shall be made in agreed classifications or basic rates of pay for individual positions unless warranted by changed conditions resulting in changes in the character of the duties or responsibilities. When changes in classifications and/or basic rates of pay are proposed, or when it is considered that a position is improperly classified or rated, the work of the

positions affected will be reviewed and compared with the duties and responsibilities of comparable positions by the 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.

10.6(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
Day following New Year's Day
Good Friday
Easter Monday *(Substitution for Remembrance Day)*
Victoria Day
St. Jean Baptiste Day *(Quebec only)*
Dominion Day *(Ontario only)*
Civic Holiday
Labour Day

Thanksgiving Day
Christmas Day
Boxing 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 thirty (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 ten (10) shifts or tours of duty during the thirty (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 ten (10) 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 Chairperson 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 (4) 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 (8) 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 (8) 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 (8) 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 (1½) times his/her regular rate of wages for the actual hours worked by him/her on that holiday with a minimum of three (3) hours for which three (3) 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 (5).

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 (1) working day's vacation with pay for each twenty-five (26) days' cumulative, compensated service, or major portion thereof, during the preceding calendar year, with a maximum of ten (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 (3) years and has completed at least seven hundred and fifty (750) days of cumulative compensated service, shall have his/her vacation schedule on the basis of one (1) working day's vacation with pay for each sixteen and two-thirds (16-2/3) days of cumulative compensated service, or major portion thereof, during the preceding calendar year, with a maximum of fifteen (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 one thousand (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 seven (7) years** and has **completed** at least one thousand, seven hundred and **fifty (1,750) days of cumulative compensated service**, shall have his/her vacation schedule on the basis of **one (1) working day's** vacation with pay for **each twelve and one-half (12½) days of cumulative compensated service**, or major portion thereof during the preceding calendar year, **with a maximum of twenty (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 eighth (8th) or subsequent **service anniversary date** he/she achieves two thousand **(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 fifteen (15) years** and has **completed** at least three thousand, seven hundred and **fifty (3,750) days of cumulative compensated service**, shall have his/her vacation scheduled on the basis of **one (1) working day's** vacation with pay for **each ten (10) days of cumulative compensated service**, or major portion thereof, during the preceding calendar year, with a **maximum of twenty-five (25) working days**; In subsequent years, he/she will continue vacation entitlement **on the foregoing basis** until qualifying for additional vacation under **Clause (e)**.

Note (3) An employee covered by Clause (d) hereof will be entitled to vacation on the basis outlined therein if, on his/her sixteenth (16th) or subsequent service anniversary date he/she achieves four thousand (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 twenty-five (25) years and has completed at least six thousand, two hundred and fifty (6,250) days of cumulative compensated service, shall have his/her vacation scheduled on the basis of one (1) working day's vacation with pay for each eight and one-thirds (8-1/3) days of cumulative compensated service or major portion thereof, during the preceding calendar year with a maximum of thirty (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 twenty-sixth (26th) or subsequent service anniversary date he/she achieves six thousand and five hundred (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 thirty (30) working days vacation provisions the Company will have the option of:

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

(ii) splitting the vacation on the basis of twenty-five (25) working days vacation and five (5) working days vacation.

22.2 A year's ~~service~~ is defined as two hundred and fifty (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 fifteen (15) working days' advance ~~notice~~ of such rescheduling and will be paid at the rate of time and one-half ($\frac{1}{2}$) 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 ($\frac{1}{2}$) times the mileage rate for payments made on that basis, and at time and one-half ($\frac{1}{2}$) 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, parental or adoption leave, to attend committee meetings, called to court as a witness or for uncompensated jury duty, not exceeding a total of one hundred (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 (1st) and second (2nd) 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 one 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 (5) weeks prior to commencing their vacation. The advance vacation payment shall be four percent (4%) of the employee's previous year's earnings, less an appropriate amount (approximately thirty percent (30%)) to cover standard deductions.

ARTICLE 23

Bereavement Leave

23.1 Upon the death of an employee's spouse, child, or parent, the employee shall be entitled to five (5) days' bereavement leave without loss of pay provided he/she has not less than three (3) month's 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, lather-in-law, mother-in-law, son-in-law, or daughter-in-law, the employee shall be entitled to three (3) days' bereavement leave without loss of pay provided he/she has not less than three (3) month's cumulative compensated service.

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

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

NOTE: In the application of this Article, "employee's spouse" means (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 Employee Benefit Plan

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 (1) 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.

25.13 Upon presentation of appropriate authorization, the Company agrees to deduct the Retired Workers dues associated to the CAW Retired Workers Chapter. Such dues will be deducted and forwarded to the Union in the same fashion as the regular dues as set out in Article 44. The Union shall advise the Company in writing the level of such dues.

ARTICLE 26

Employment Security and Income Maintenance Plan

26.1 The provisions of the ament 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 (5) 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 (3) 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 (2) 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 (3) 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 (5) 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.

29.2 Terminal Support Workers (TSW) will be established under the following provisions:

- TSW to be scheduled eighty (80) hours in a two (2) week pay period.

- Tentative work week to be posted every Thursday.
- Rest days to be assigned on schedule and if cancelled, must be consecutive in following week.
- 24 hours notice required to reschedule assignment.
- Known unprotected daily/weekly vacancies will be assigned to TSW as part of their scheduled hours.

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) See Article 32 for the rate of pay for students.
- (c) Students will only be hired under this Article during the period May 1st to September 15th. 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

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ARTICLE 32

32.1 Rates of Pay

Weekly Effective

Rate Group	Jan. 1/05 3%	Jan. 1/06 3%	Jan. 1/07 3%
1	-	-	-
2	-	-	-
3	\$721.82	\$743.48	\$765.78
4	\$748.75	\$771.21	\$794.35
5	\$757.16	\$779.88	\$803.27
6	\$765.98	\$788.96	\$812.63
7	\$774.85	\$798.09	\$822.04
8	\$783.68	\$807.19	\$831.40
*9A	\$787.44	\$811.06	\$835.39
*9B	\$804.08	\$828.20	\$853.05
10	\$790.24	\$813.94	\$838.36
11	\$794.11	\$817.93	\$842.47
12	\$800.69	\$824.71	\$849.45
13	\$807.44	\$831.66	\$856.61
*14A	\$810.14	\$834.44	\$859.47
*14B	\$827.32	\$852.14	\$877.70
15	\$844.45	\$869.78	\$895.87
*16A	\$833.70	\$858.71	\$884.48
*16B	\$850.58	\$876.10	\$902.38
17	\$867.06	\$893.08	\$919.87
Hourly			
'A	\$19.08	\$19.65	\$20.24
*B	\$18.76	\$19.32	\$19.90
Student	\$9.53	\$9.8135	\$10.11

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 Operator
8	Car Clerk R Warehouseman No. 2E
9	General Clerk E General Clerk-Stations R Clerk Cashier E interchange Clerk-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. ofW. 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
16A	Stockkeeper-Diesel S
16B + 5%	Lead Hand Rate (Moosonee only)
17	CMC and CSU Clerks

Hourly Rates

A Tranship R

R - Rail Services
E - Express Services
S - Stores

List of Classifications

EXPRESS SERVICES

<u>Classification</u>	<u>Rate Group</u>
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

<u>Location</u>	t	<u>Rate Group</u>
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
	Transhipman	B
Englehart	General Clerk	14B
	Janitor	3
Rouyn-Noranda	Senior Clerk	16A
	General Clerk	9B
Iroquois Falls Timmins	Senior Clerk	16A
	Car Clerk	8
Cochrane	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

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

Chief Yard Clerk	North Bay
General Foreman	Stores (presently Storekeeper)
Track Material Foreman	Stores
Foreman	Express Services

32.4 Effective on ratification ~~employees whose~~ regularly assigned shifts commence between 1400 and 2159 hours shall receive a shift differential of 55¢ per hour, and employees whose regularly assigned shifts commence between 2200 and 0559 hours shall receive a shift differential of 60¢ 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.

32.5 Effective within one (1) month of contract ratification, all employees will be required to enroll in mandatory direct deposit.

Leading Hand

32.6 When vacancies occur in positions such as a leading hand, employees from the respective department will be appointed in seniority and the Local Chairperson shall be consulted before any appointment is made. Unless otherwise provided for in this Agreement or agreed between the parties, Leadhand rate of pay will be the employee's current rate plus a \$0.50 premium.

Duties and Responsibilities of Leading Hands

32.7 An employee, having necessary qualifications and experience in his/her department, to be able to direct and supervise the work of a group of employees under the supervision of a recognized assistant supervisor or departmental supervisor.

The duties of such leading hands are: to carry out instructions of his/her immediate supervisor as to work procedures on the tasks involved; supervise tools and other equipment for the gang under him/her if any are so assigned; assist his/her Immediate supervisor in the organizing and seeing that equipment is made available for the work handled; and where necessary and practicable, assist in the preparation of time sheets for the approval of supervising assistant supervisor or supervisor. In other words, the responsibility of a leading hand is exclusively confined to the work involved in his/her gang as a leader, and not as a supervisory officer in charge of a department. Nor does he/she report job failure or actions for which discipline could result.

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, 2007 and thereafter until revised or superseded subject to four months notice by either party at any time after August 31, 2007.

Signed at North Bay, Ontario this 22nd day of February, 2005

For ONTC:

S. Carmichael
President

For the Unions:

B. Kelly
President
CAW Local 103

S. Caverly
CAW Local 103

T. McBean
CAW Local 103

T. Dattilo
National Staff
Representative National
Automobile, Aerospace,
Transportation and
General Workers Union of
Canada (CAW-Canada)

Letters of Understanding

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 ■
1708 Bank Street
Ottawa, Ontario K1V 7Y6

Mr. J.D. Hunter
National Vice-President
Can. Brotherhood
of Railway, Transport
and General Workers
2300 Carling Avenue
Ottawa, Ontario K2B 7G1

Mr. J.E. Platt
Vice-President
Brotherhood of Railroad
Signalmen
130 Slater Street
Ottawa, Ontario
K1P 5H6

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 Railways proposal regarding the desirability of undertaking special arrangements for an employee who becomes physically disabled during the course of his/her employment and is unable to perform the regular duties of his/her assigned position and is unable to exercise his/her seniority on a position which he/she is capable of performing.

This letter will confirm our understanding that, in such circumstances, the proper officer of the Company and the General Chairman of the Union concerned will meet to see if arrangements can be made to provide employment to the employee concerned within the bargaining unit. The parties may by mutual agreement, place a disabled employee on a position that his/her qualifications and ability allow him/her to perform, notwithstanding that it may be necessary to displace an able-bodied employee in the bargaining unit so as to provide suitable employment. The permanently assigned employee so displaced

will **be allowed** to exercise seniority **onto** a position **within** the bargaining unit that **he/she** is **qualified** for and has the ability to **perform**.

A disabled employee **placed** on a **position shall not be displaced** by **an able-bodied** employee so long as **he/she** remains on that position except when a senior employee is **otherwise** unable to hold a **position** within his/her seniority group.

Should the disabled employee subsequently **recuperate**, he/she shall be subject to displacement, in which **case** such employee will exercise seniority rights. When a senior **able-bodied** employee believes **that** the provisions of this **letter** will result in undue hardship, the General Chairman may discuss the **circumstances** with the **Company**.

The above understanding **is** to provide guidelines for assisting **disabled** employees to **continue** to be employed.

If you are in **accord with the** above, would you **please so** indicate below.

Yours truly,

P.A. Dymont
General Manager

I Concur:

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

J.E. Platt
Vice-president
Brotherhood of Railroad
Signalmen

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

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

North Bay, Ontario
May 22, 1985

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

Dear Sir:

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

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

- (1) when technical or managerial skills are not available from within the Railway; or
- (2) where sufficient employees, qualified to perform the work, are not available from the active or laid-off employees; or
- (3) when essential equipment or facilities are not available and cannot be made available from railway-owned property at the time and place required; or
- (4) where the nature or volume of 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 31st 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 **thirty (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/her 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/her promptly. If **he/she** 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,

PA. Dymont
General Manager

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 Ums 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 *Trainsmaster*

I Concur: Marilyn Lesperance

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

Formatted: French (Canada)

**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/she is a 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 employee 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/her previously vacated vacancy before returning to his/her 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.

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

For CAW Local 103:

For the Company:

Scott Caverly
Local Chairperson

P. R. Hams
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.:** four (4) ~~weeks~~ holidays equals up to **four (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 until **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

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 616s 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 Supervisors 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 Dugard
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 kept 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

Letter of Understanding

January 20, 2003

**Mr. R. Paulin
Local Chairman
Brotherhood of Maintenance of Way Employees**

**Mr. R. Marleau
Chief Steward
United Steelworkers of America Local 1976**

**Mr. A. Mitchell
President
CAW Local 103**

**Mr. G. Louttit
Local Chairman
International Brotherhood of Electrical Workers**

This letter is in reference to the discussions with regard to the payment of Company/Carrier requested medical forms. It was agreed that the Company would bear the cost of all medical forms necessary for the ongoing adjudication of a claim, except for the initial "Part B" form when an employee is applying for Weekly Indemnity Benefits.

**Greg Stuart
Director Human Resources**

STATEMENT OF COMMITMENT

The Canadian Auto Workers Local 103 and Management of the Purchasing and Transportation Departments care about the well being of their members and employees. We each acknowledge that employees who become disabled want to return to work as soon as possible and the sooner and employee returns to work the sooner they are more likely to fully recover. As a consequence, the parties have jointly taken this pro-active approach and developed the attached ERTW program which is consistent with Company policy 6-P and Wage Agreement #4, to accommodate Purchasing and Transportation Department employees who become disabled.

Gary Dokis / John Thib
for Ontario Northland

Andrew Mitchell
for CAW Local 103

Early Return to Work

The purpose of an early return to work program is to return the employee to their regular assignment as soon as possible. Early return to work is a program which enables employees to return to work before they have fully recovered from an Injury or illness and who are expected to be able to return to their regular assignment, to return to work. The accommodation of the employee's restrictions can include modifying the employee's regular assignment, or temporarily assigning the employee to alternative employment which meets their restrictions.

Communication and Training

One of the key components to the success of this ERTW program is Jointly developing and implementing a communication strategy. To that end all Purchasing and Transportation Department employees and supervisors will attend training sessions where they will receive the Statement of Commitment and this written process. Copies Will also be posted on bulletin boards throughout the Purchasing and Transportation Department system.

Process

As soon as possible following the cause of lost time as the result of an injury or illness, the employee and his/her immediate supervisor will jointly develop a contact strategy which would include such things as follow up from medical appointments or significant changes in status, this will be forwarded to the Joint Committee.

Employees who are ready to return to work **with restrictions** will submit a completed Early Return to **Work form** to his/her immediate supervisor and the Union. If the restriction can be accommodated by the supervisor, then the employee would return to work on the modified assignment for the time frame specified on the ERTW form, subject to the follow up that may occur.

If the supervisor is unable to accommodate the restrictions or is unable to determine whether the restriction can be accommodated within two (2) working days (a), the Joint ERTW Committee consisting of 1 Purchasing or Transportation Department rep. 1 HR rep and 1 Union rep, will conduct a review to consider broader opportunities or alternative employment within the Purchasing or Transportation Departments, mindful of seniority, work requirements and employee's abilities.

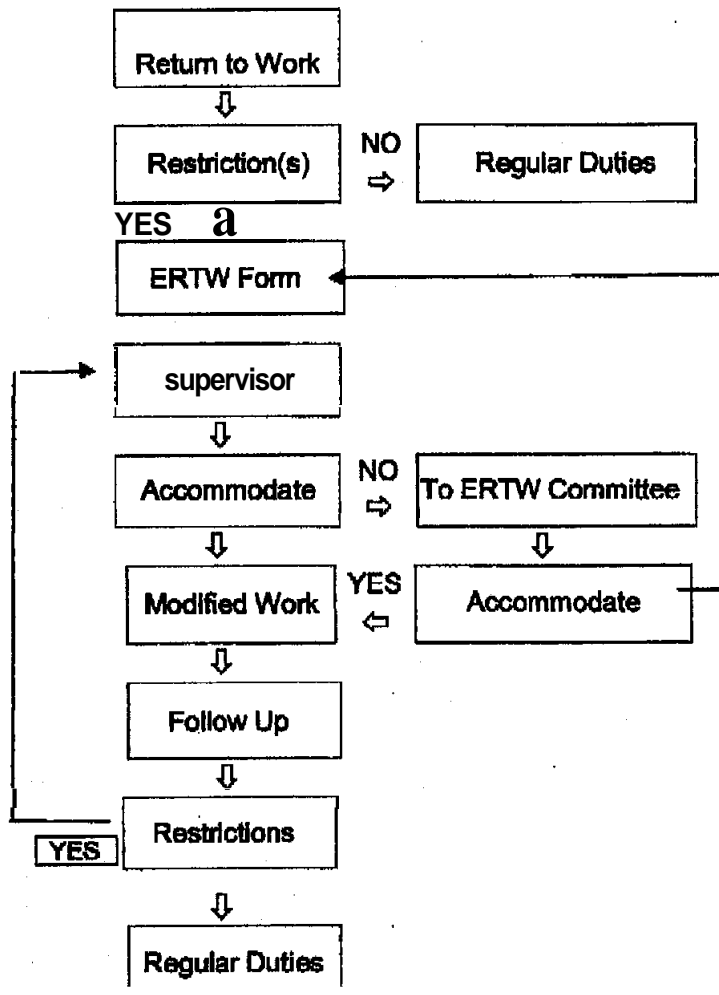
If the Joint ERTW Committee is unable to find a suitable placement within two weeks, this will be communicated to the employee identifying reasons why they are unable to accommodate, this could include that further information is required, further recovery is needed or no work is available.

Temporary accommodations may last up to six months and any reassessment or follow up will be established by the medical community on an individual basis. Should additional accommodation be required, the Committee will again conduct a review to include any new or additional information. For longer term accommodation, medical reassessment may be required at six month intervals on an individual basis.

Any casts associated with the completion of the ERTW form will be borne by the Company. Wages for appointments or treatments required to assist the employee in returning to their

regular assignment will be continued by the Company. When it is necessary for these appointments to be made during working hours, every effort should be made to have these appointments at the beginning or end of the employee's shift.

(a) With the establishment of this program, we will attempt to provide a response from the supervisor within two (2) days. This time frame will be reviewed to determine whether the time frame is suitable.



Top – Up Pay for Early Return to Work Program

As an incentive for employees to participate in the negotiated ERTW program, it is agreed that effective February 22, 2005 all CAW Local 103 bargaining unit employees participating in this program will have their pay topped up in accordance with the following:

4 to 5.5 hours	75%
Over 5.5 to 6.5 hours	85%
Over 6.5 to 7 hours	90%

Greg Stuart
Director of Human Resources

I concur:

Brian Kelly
President CAW Local 103

Letter of Understanding

January 20, 2003

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

Signed at North Bay, Ontario the 20th day of January 2003.

For the Unions:

**Brotherhood of
Locomotive Engineers**

United Transportation Union

CAW Local 103 (President)

CAW Local 103 (*office*, Clerks)

**CAW Local 103 (Clerks and
Other Classes)**

**CAW Local 103 (Train Service
Employees)**

**Brotherhood of Maintenance
of Way Employees**

**United Steelworkers of America
Local 1976**

**International Brotherhood of
Electrical Workers**

For the Company:

**R. Hains
Executive Vice-President**

**Memorandum of Understanding between
Ontario Northland Transportation Commission and
CAW Local 103 and all its bargaining units.**

Memorandum of Understanding Employment Equity

This Memorandum of Understanding supplements the Collective Agreements between Ontario Northland Transportation Commission and the National Automobile, Aerospace, Transportation and General Workers Union of Canada (CAW-Canada), and Its Local Union 103, as follows:

Whereas, the parties affirm their commitments to extend equal opportunity for employment to all people despite differences in gender, race, ethnicity or disability.

Whereas, the parties recognize that it is the right of Management to hire, promote and assign qualified candidates subject to the terms and conditions of the Agreement the parties agree to undertake certain joint activities to further implement these and other nondiscriminatory policies following ratification of this Agreement.

Therefore, it is hereby agreed as followed:

A joint Committee, hereinafter referred to as the Diversity and Community Access Committee, will be established with jurisdiction across all ONTC - CAW bargaining Units. The Committee consists of one (1) representative selected by the CAW from within the existing representation structure and one (1) Management representative. The Local President and Director of Human Resources will act as ex-officio members of the Committee.

The bargaining unit member on the Committee will be excused from regular work assignments when required and will be paid by the Company at the Coordinator's rate of pay when so engaged.

It is recognized that the Committee will require ongoing assistance and direction. Accordingly, the CAW member of the Committee will have access to CAW National training and material which may be brought to the Committee for consideration in any of its deliberations.

CAW Diversity and Community Access Coordinator may also attend the annual five (5) day CAW meeting designed to update committee members on the latest developments and strategies in the field.

The Diversity and Community Access Committee shall:

- (a) Devote attention to the designated groups.

- (b) Play a role in the development and implementation of the joint Employment Equity Plan. This role could include information gathering, barrier identification, recruiting strategies, the development of goals and timetables, and other elements of the plan.
- (c) Develop a communication strategy to educate and update employees on equity issues.

Members of the Committees may:

- (a) Participate in community and/or school career awareness programs designed to inform people about potential employment opportunities at Ontario Northland Transportation Commission.
- (b) Established and maintain working relationships with local designated group organizations.
- (c) Develop informational communiques to encourage designated group members to apply for technical and skilled positions.
- (d) Identify the type(s) of technical jobs which would require training. Make recommendations to the local parties after considering the availability of community resources.
- (e) Consult with the established Joint Apprenticeship Committee to develop and implement a pre-apprenticeship training program for designated group members.

Diversity and Community Access Programs

During current negotiations, the Company and the Union reaffirmed their commitment to Employment Equity.

While the parties recognize that there is increasing representation of the four (4) designated groups within each respective bargaining unit, the ONTC and the CAW agreed that they must augment their efforts aimed at achieving a representative number of women, visible minorities, persons with disabilities and aboriginal persons throughout the respective worksites.

The parties agree that a diverse workforce is beneficial and desirable, and that their pro-active efforts on employment equity are fundamental to the Company. The parties are

committed to jointly develop an Employment Equity Plan on behalf of CAW bargaining units at Ontario Northland by year end 2005. This plan will include the following:

- ◆ an up-to-date census
- ◆ a workforce analysis and review of employment systems
- ◆ the identification of systemic barriers to the designated groups
- ◆ a review of current recruitment, promotion and training practices
- ◆ development of appropriate educational and training material for delivery by the Committee and supervisory staff.
- ◆ goals and timetables for hiring the designated groups
- ◆ plans and timetables for reducing or eliminating systemic barriers to the designated groups
- ◆ accommodation for people with disabilities in conjunction with established ERTW Committee
- ◆ identification of positive measures such as work and family measures, skills updating, pre-apprenticeship training etc., that could help retain and advance the designated groups in the ONTC workforce.
- ◆ an annual review procedure to monitor the progress of the program.

Agreed to this 22nd day of February 2005

Greg Stuart
ONTC Director Human Resources

Brian Kelly
President CAW Local 103

**Memorandum of Understanding between the ONTC and its Unions
relating to the introduction and use of Close Circuit Television
(CCTV) at various locations and facilities**

As expressed at the 20 December 2001, GCA/Senior Management meeting, a corporate decision has been made to introduce the use of close circuit television (CCTV) at specific locations.

Currently one camera will be installed at each location in North Bay, Englehart and Cochrane rail complexes. They will be suitably located to cover the entrance and attendant areas of these facilities for the purposes of law enforcement and/or public safety. Additional CCTV's may be installed at other locations where there is documented requirement, and the Unions will be so advised in advance of any installation:

No CCTV will be directed to intrude into any work area wherein our employees normally work. The reception equipment will be located in North Bay, within secure premises, under the absolute control of the ON Police Services staff. No other staff will be permitted access to CCTV monitors, recorded data, nor will the recorded images be made available to any other Commission department for any purpose other than law enforcement. This CCTV system will not be utilized for the purposes of supervising employee activities, nor will they be used at any time for disciplinary purposes.

The recorded data will be stored on a stand alone computer located within secure premises in North Bay. Access to this computer will be restricted to ON Police staff or other Security staff who have been authorized in writing by the Chief of ON Police Services. Recorded images which do not relate to law enforcement activities, will be erased within a 72-hour period. Images which directly relate to law enforcement activities will be retained for a period of time, not exceeding one year. A log will be maintained to record the access to, and use of, the recorded material to enable a proper audit trail.

Signs will be posted at the perimeter of the areas being covered by video surveillance to provide public notice of this activity. The signs will also contain the name, address and telephone number of a member of the ON Police Services for contact purposes.

I trust these parameters will satisfy the concerns raised by the Unions.

Yours truly,

Steve Carmichael - President ONTC

February 22, 2005

Mr. Scott Caverly
Unit Chairperson
CAW Local 103

Dear Mr. Caverly

This will confirm that arising out of our various discussions concerning the restructuring in 2005, we agreed to provide work clothes for employees in Cochrane and Moosonee who are engaged in working express, chain loading, baggage, trans-ship and janitorial positions.

Each employee will be provided with one pair of pants and one shirt and provided with two changes per week. Essentially, for this group of employees they will have one pair on, with two pair in their locker and two pair being cleaned.

Gord Ryan
Director Passenger Rail Services

February 22, 2005

Letter of Understanding
Drug, Alcohol or Genetic Testing

Brian Kelly
Local President
CAW Local 103

Dear Mr. Kelly:

This will serve to confirm our discussions during the 2004/05 round of negotiations and our commitment to not implement any drug, alcohol or genetic testing for active employees for employment or medical surveillance purposes.

The Company did explain that their commitment would not act to limit the jurisdiction of an Arbitrator appointed pursuant to this collective agreement to order such an individual program as part of reinstatement conditions.

If you agree that this adequately addresses your demand, please sign to acknowledge your concurrence.

Yours truly,

Greg Stuart
ONTC Director Human Resources

I concur:

Brian Kelly
President CAW Local 103

February 22, 2005

Mr. Brian Kelly
President CAW Local 103

Dear Mr. Kelly:

Attached is Amendment 16 to the ONTC Contributory Pension Plan which established the Pension Board's role as one of making recommendations to the Commission on plan design. It is the Company's intent to ensure that there is a complete review of the pension plan and a comparison of our plan to other plans in order to modernize the pension plan.

It is our expectation that the Pension Board will be involved in this review.

Sincerely,

Greg Stuart
Director Human Resources.

Amendment #16

"17.02 Powers and Proceedings of the Board

The Board may make recommendations to the Pension Committee respecting the amendment, alteration or recession of any Regulation, or the adoption of a new Regulation. When approved by the Pension Committee, such recommendations will be forwarded to the Commission and, if approved by the Commission, such recommendation will be forwarded to the Lieutenant Governor in Council of the Province of Ontario for consideration. When approved by the Lieutenant Governor in Council by order-in-council, such recommendations shall have the same force and effect as though included herein."

**Letter of Understanding Regarding CSU / Engine Watchman –
Hearst**

Effective upon the dosing of **Job Opportunity #200-115** dated January **10, 2005**, the Company will **establish** a Customer **Service** Unit Clerk / Engine Watchman position in Hearst It is **agreed that this position will be for a one year trial period from the date of implementation.**

On a Without Prejudice or Precedent basis the **parties** agree that during this one year period, the position of Customer **Service** Unit Clerk covered by Agreement **#4** at the **Hearst Terminal** will supplement their assigned hours of work as an Engine Attendant in order that the position will be gainfully **engaged** in a **40** hour **work week.**

Save for performing the assigned tasks as an Engine Watchman **during prescribed hours of work and Rate of Pay** In Agreement **#12**, the employee **so** engaged will for all other negotiated purposes, be covered **by the terms and** conditions of employment pursuant to Agreement **#4**, including **by** not limited to seniority, vacation, health and **welfare** benefits, the ESIMA **etc.**

The parties to this agreement will **meet thirty (30) days prior to the expiration** of the one (1) year trial period for a full review of this arrangement and **to consider its renegotiation.** In the event **no agreement is reached, this position will be abolished.**

Signed at **North Bay, Ontario January 31, 2005**

For the Union

For the Company

Brian Kelly
President CAW Local 103

Greg Stuart
Director of Human Resources

Letter of Understanding regarding Student Hiring

During the 2005 round of bargaining the parties agreed, that In addition to the current contract language, the following protocol will be used for the hiring students into workplaces covered by the terms of all CAW Agreements.

- Student is defined as a person who can demonstrate that they are enrolled in the fall intake of a post secondary institution. This does not preclude students from being hired who are over 16 and can demonstrate that they are returning to secondary school. In the fall, however, preferences will be given to post secondary students.
- Department Heads and the Individual Unit Chairperson will meet by March 1 each year to determine the necessary requirements for students in the upcoming summer.
- Notices requesting applicants will be posted internally by March 15 of each year.
- Human Resources Department will receive all applications and will organize into a candidates list.
- Candidates will be interviewed by the Human Resources Department.
- All candidates will be given proper consideration to ensure a fair and equitable hiring process.
- All students will receive the appropriate Workplace, Orientation training.
- The Union dues will be uniform for all students as so advised by the Local Union.

For the Union

For the Company

Brian Kelly
President CAW Local 103

Greg Stuart
Director of Human Resources

Memorandum of Understanding Between
Ontario Northland Transportation Commission
And
CAW Local 103 Regarding
Overtime for Employees of Wage Agreement #4

The purpose of this agreement is to outline steps to ensure an equitable means of distributing overtime to all employees based on their classifications as per Rule 13 of Wage Agreement #4. Nothing in this agreement supersedes any rules contained in Wage Agreement #4 and in the event of a conflict or dispute; Wage Agreement #4 will take precedence.

Employees covered by Wage Agreement #4 are presently working in the following areas.

North Bay Crew Management Unit	North Bay Stores
Englehart Customer Service Unit	Cochrane Express
2 CSU	
Cochrane Stores	Moosonee Express
Englehart Stores	Hearst CSU
Rouyn CSU	

Overtime General

- (a) All employees who come under the jurisdiction of the respective department or terminal are eligible to be placed on the overtime list.
- (b) Employees requesting to work overtime must submit their application to Union. Name, telephone number, date, signature and the positions(s) for which the applicant is qualified must be indicated.
- (c) Employees will be called at their listed telephone number or as otherwise locally agreed.
- (b) The overtime list will be maintained by the Union in the respective department or terminal and will be provided to the Company. The overtime list shall be available on request to the employees for their scrutiny. (actual terminal arrangements to be worked out within 30 days of signing collective agreement)

- (e) A record will be kept of all overtime worked and the overtime list will be averaged on an ongoing basis and those not available for any reason except for annual vacation or if he or she is scheduled to work or is absent due to Union business will be charged.
- (f) Employees working overtime will be compensated therefore at the rate of the position worked.
- (g) When overtime is required continuous with a shift, it will be assigned according to the following;
 - (a) for work which is expected to involve less than four (4) hours overtime, employee who are on duty and occupying the position required (i.e. forklift, chain loader) will be called in order first, as long as they are eligible for overtime.
 - (b) for work which is expected to involve more than (4) four hours overtime, employees on the respective overtime list shall be called, whether on duty or not, as long as they are eligible for overtime
- (h) 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 not be charged: e.g. employee working 0800 - 1600 will not be called to work overtime between 1600 and 2400 when Ute employee is scheduled to work 0001 - 0800.
- (i) Employees who have worked any combination of a regular assignment (eight (8) hours) and one (1) overtime call in succession will not be called for any additional overtime work until the expiration of eight (8) hours off duty.
- (j) Overtime tickets must be completed by employees for overtime worked showing time started and finished and duties performed.
- (k) 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, etc.

(l) The overtime list will be updated by the Union as required.

(m) Nothing in this local agreement is intended to preclude the assignment of overtime work to an extra or unassigned employed who will not have 40 hours of work during the work week.

This agreement supersedes all previous agreement concerning overtime in agreement #4

Signed at North Bay, Ontario this 22nd day of February 2005.

For CAW Local 103:

For the Company:

Scott Caverly
Local Chairperson

Glenn Zabarelo
Manager Labour Relations

**EMPLOYEE BENEFIT PLAN
SUPPLEMENTAL AGREEMENT**

BETWEEN

**ONTARIO NORTHLAND
TRANSPORTATION COMMISSION**

AND

CAW Local 103
(representing Agreement #4)

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** \$43,000.00 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 non-occupational accident **of** 70% of base pay up to a maximum **of** \$580.00 **per** week, 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 as 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/she 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/she 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 Chairmen's 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 appointer of the original member.

(c) The Committee shall appoint from its own number, two co-chairman, 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 referee. If the parties are unable to agree on the selection of a referee they shall jointly apply to the Ministry of Labour of Canada for the appointment of a referee. The referee 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 referee 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 March **1**, 2005.

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, 2007 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**, 2007.

Signed at North Bay, Ontario this **22nd** day of February, **2005**.

For ONTC:

S. Carmichael
President

For the Unions:

B. Kelly
President
CAW Local 103

S. Caverly
CAW Local 103

**T. McBean
CAW Local 103**

**T. Dattilo
National Staff Representative
National Automobile, Aerospace,
Transportation and General
Workers Union of Canada
(CAW-Canada)**

APPENDIX "A"

LIFE INSURANCE

■ Effective February 1, 2003 each eligible employee will be covered in a group policy with life insurance in the amount of \$43,000.00 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 "8"

BENEFITS

1.(a)Effective March 1, 2005 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 \$580.00 per week, increasing to \$590.00 January 1, 2006, and to \$600.00 January 1, 2007.

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 (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 pro

(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. 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"

MEDICAL BENEFITS

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"

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 follow:

a) Hospital Benefit

Effective **January 1, 1997**, semi private hospital coverage will be limited to \$150.00 per day

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

Employees hired on or after July 1, 1996 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) Paramedical coverage to an annual maximum of \$300.00 combined.

Registered Massage therapist; podiatrist; chiropodists, acupuncturist, chiropractor, Christian Science, naturopath, speech therapist, osteopath and clinical psychologist,

A physician's recommendation is required once every 6 months for registered massage therapy.

- Hearing aids to a maximum of \$500.00 every five years

(d) Major Medical Benefit

The Major Medical Benefit portion of the plan is subject to a deductible of \$25.00 per family, per calendar year.

Lifetime Maximum cap is removed.

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
- 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"

BENEFITS

The Dental Care Plan provides for coverage of 100% of the expenses for routine dental care and 75% 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 \$1,500.00 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 bitewing 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, composite and white 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 **February 1, 2003**, the **Suggested Fee Guide will be** increased to provide reimbursement of covered dental costs according to the current Ontario Dental Association **Fee Guide**

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 \$300,00, 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

Employee Eligibility:

- a) Must be a current active employee with permanent status and a minimum of two years of continuous employment relationship.
- b) For employees hired **after** December 15, 1999, the following service requirements shall apply:
 - (i) Must be a current active employee with permanent status and a minimum of two **years** of continuous employment relationship.
 - (ii) For each year of cumulative compensated service an employee will be eligible to qualify for one year of **LTD** coverage.
 - (iii) Following **10** years of continuous employment relationship, an employee will be eligible for **LTD** coverage or unless otherwise specified within the **LTD** Plan.

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) age65

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"

C CARE III

The Vision Care Plan provides for reimbursement of up to 100% to a maximum of

- \$225.00 - effective March 1, 2005
- \$240.00 - effective January 1, 2006
- \$250.00 - effective January 1, 2007

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.

Over the life of the Agreement, \$75.00 for each eligible person will be made available for the costs ~~of~~ services of **an** ophthalmologist or licensed optometrist.

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 at no cost 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 12 months** 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 WSIB** disability for a period of absence consistent with the governing Canada Labour Code provisions.

- (iii) In cases where leave of absence has been granted for employees occupying full time Union positions, employees may maintain coverage during such leave by paying directly to their employer the monthly premium.

Dependent Eligibility

To be eligible for insurance dependants must be insured under a provincial health insurance plan, Dependants become eligible for insurance when the employee becomes 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 stepchild 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 follows:

- (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 Maritime 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 Maritime 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)**

Index

Article No.		Page No.
1	Definitions	ESIMA 2
1.1	General Provisions	ESIMA 3
2	The Administrative Committee	ESIMA 3
3	Administration of the Plan	ESIMA 4
4	Weekly Layoff Benefits and Severance Payments	ESIMA 7
5	Training of Employees	ESIMA 16
6	Relocation Expenses	ESIMA 19
7	Employment Security	ESIMA 20
?A	Preferred Employment Security	ESIMA 27
a	Technological, Operational and Organizational Changes	ESIMA 29
9	Government Assistance Program	ESIMA 33
10	Seasonal Employees	ESIMA 33
11	Casual and Part-time Employees	ESIMA 33
12	Non Applicability of Sections 150, 152 and 153, Part V and Sections 60.11 to 60.15 inclusive, Part III of the Canada Labour Code	ESIMA 34
13	Amendments	ESIMA 34
14	Commencement	ESIMA 34
15	Duration	ESIMA 35
	Appendix A	ESIMA 37

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 I

Definitions

A. "Employment Security" means that an employee who has completed eight 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 seven 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% of average weekly earnings over the eight weeks preceding layoff.)

F. "Seniority District/Territory" means that Seniority District/Territory as defined in Collective Agreement # 4.

G. "The Plan" means the benefits and terms and conditions relating thereto as agreed for the employees of the Company, as defined herein, which benefits, 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 of 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 22nd day of February, 2005.

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 an **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 **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:

<u>Maximum Period for Which 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 less than 30 years	4 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 7-day waiting period in order to establish eligibility for weekly layoff benefits, except that once an employee has been on layoff for more than **7** days, and is **recalled** to work for a period of less than **90** calendar days, such employee will

immediately become eligible for weekly layoff benefits upon layoff within such 90 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 or 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 YEARS 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% 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 \$426.00) ~~or~~ such lesser amount which, when added to the employee's outside earnings for such ~~week~~, will result in the employee receiving 80% 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% 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% 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% 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 (\$120.00 per day, \$600.00 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 - **\$426.00** (from The Plan).
- (ii) employee with **20 or more years** of **service** - **(80% x \$600.00 = \$480.00)** from The Plan

Plan Claim Weeks 3, 4 and 5

80% of Basic Weekly Rate at the time of layoff - (80% x \$600.00) - \$480.00 (\$426.00 unemployment insurance and \$54.00 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..... **\$240.00**

Deduct unemployment insurance **allowable** earnings 25% of employee's unemployment insurance entitlement of \$426.00 **\$106.00**

Net earnings for unemployment insurance purposes..... **\$134.00**

Unemployment insurance entitlement during last plan claim week (\$426.00 - \$134.00)..... **\$292.00**

In **order** to make up the 80% of the Basic Weekly **Rate** during the **last** plan claim week - i.e., \$480.00, the employee would receive:

One day's wages for Thursday, March 14, the **last** day of the plan claim week..... **\$120.00**

Unemployment insurance entitlement..... **\$292.00**
From The Plan..... **\$ 68.00**

TOTAL..... **\$480.00**

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% 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, and 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** and **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 \$825.00 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 \$210.00 for an employee without dependants and that an additional amount of \$65.00 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 \$14,000.00 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% 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%, 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 \$14,000.00 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 \$7,000. 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 \$215.00 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 12-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 **two** 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. Wage replacement benefits shall be paid for up to fourteen (14) years or up to the normal retirement date under the ONTC Contributory Pension Plan, whichever comes first.

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/her 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 July 29, 1994 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% of his/her weekly base pay continuing until such time as a position is found, up to fourteen (14) years or up to the normal retirement date under the ONTC Contributory Pension Plan, whichever comes first.

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 lockouts 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	546.50
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 40-hour week basis.

Example-Four-Week Guarantee

The basic rate of an employee ~~who~~ is guaranteed 179.3 hours for each four-week period, comprised 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 \$1,890.00 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 January 20, 2003, 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 22nd day of February, 2005 at North Bay, Ontario.

For ONTC:

For the Unions:

S. Carmichael
President

B. Kelly
President
CAW Local 103

S. Caverly
CAW Local 103

J. Krajc
CAW Local 103

D. Graham
CAW Local 103

T. McBean
CAW Local 103

T. Crundwell
CAW Local 103

T. Dattilo
National Staff Representative
National Automobile, Aerospace,
Transportation and General
Workers Union of Canada
(CAW-Canada)

R. Marleau
Chief Steward
United Steelworkers of
America Local 1976

L. Couture
International Representative
IBEW - System Council No. 11

L. Schiavo
Local Chairman
Teamsters Canada Rail
Conference - Maintenance of
Way Employees 'Division.

APPENDIX "A"

Organization		Classification
T. C. R. C. TEAMSTERS CANADA RAIL CONFERENCE <i>Maintenance of Way Employees Division</i>	7.1	All TCRC employees in Track and B & B Departments Work Equipment and Welding Employees
	7.2	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
CAW National Automobile, Aerospace, Transportation and General Workers Union of Canada Local 103	1	Office Clerks
	4	Clerks and Other Classes of Employees including Stores Dept. (<i>except office</i>)
	5	Train Service Employees, Passenger Operations Dept.
USWA United Steelworkers of America Local 1976	2	Train Operations-Agents, Operators Dispatchers
	3	Telecommunications Employees

166