

SOURCE	CO.		
EFF.	94	01	01
TERM.	95	12	31
No. OF EMPLOYEES	24		
NOMBRE D'EMPLOYÉS	24		

AGREEMENT NO. 5

Between

ONTARIO NORTHLAND RAILWAY

And

C.A.W. - LOCAL 4040

Covering

**TRAIN SERVICE EMPLOYEES
IN THE PASSENGER SERVICES
DEPARTMENT**

Revised to August 29, 1994

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ARTICLE 1

Definitions

1.1 For the purpose of this Agreement:

(a) "Employee" means a person holding seniority under the terms of this Agreement.

(b) "Additional Layover" means additional time off duty at home terminal over and above regular scheduled layover between trips as designed in the bulletin.

(c) Blank

(d) "Available Employee" - an employee who is working on an assignment obtained by established bulletin procedure or by displacement.

(e) "**Regularly Assigned" - an employee working on an assignment obtained by established bulletin procedure or by displacement.

(f) "Spare Employee" - an employee who does not hold an assignment by bulletin.

(g) "Standby" - an employee required to perform terminal duties and be available to fill regular or extra assignments.

(h) "**Temporary Vacancy" - a vacancy in a position caused by the regularly assigned employee being absent from duty or temporarily assigned to other duties.

(i) "Deadheading" - employees travelling in non-revenue service.

(j) "Run" - a round trip covered by bulletin.

(k) "Reporting Time"- the time an employee is required to report for duty.

(l) "Mutually Arranged (or Mutually Agreed)" - an agreement between the proper officer of the company and the proper officer of the Brotherhood.

"Locally Arranged" - any agreement between the local supervisory officer of the company and the Local Chairman of the Brotherhood.

(m) "Work Day" - any part of a day in which service is performed.

(n) "Cut-Off" - established time after which an employee may not book off as locally arranged.

(o) "Release Time" - the time at which an employee is released from duty.

(p) "Elapsed Time Enroute" - the total hours from reporting time to release time.

(q) "Hearing" - a meeting called to review and evaluate the facts of a particular situation. Statements may or may not be taken.

(r) "Investigation" - gather all available relevant information pertaining to a particular situation.

ARTICLE 2

Recognition and Scope

2.1 The company recognizes the Canadian Brotherhood of Railway, Transport and General Workers as the sole bargaining agent with respect to wages, hours of work and other working conditions for train service employees in the Hotel and Food Services Department in classifications listed in the wage scale set forth herein.

2.2 All local agreements and understandings shall be in written form and include cancellation clauses with 30 days notice by either party.

ARTICLE 3

Deduction of Union Dues

3.1 The company 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 Brotherhood subject to the conditions and exceptions set forth hereunder. The pay period containing the twenty-fourth day of the calendar month will be designated as the last pay period of the month.

3.2 The amount to be deducted shall be equivalent to the uniform, regular dues payment of the Brotherhood and shall not include initiation fees or special assessments. The amount to be deducted shall not be changed during the term of the Agreement excepting to confirm with a change in the amount of regular dues of the Brotherhood in accordance with its constitutional provisions. The provisions of this Article shall be applicable to the Brotherhood on receipt of the company of notice in writing from the Brotherhood of the amount of regular monthly dues.

3.3 **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 Company and of the Brotherhood shall be excepted from dues deduction.

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

3.5 Union dues deductions for new employees shall commence on the first pay period which contains the twenty-fourth day of the month.

3.6 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 company in such month. The company 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.

3.7 Employees filling positions coming within the scope of more than one wage agreement in the pay period in which deduction is made shall have dues deducted from the organization holding the agreement under which the preponderance of their time is worked in that period. Not more than one deduction of dues shall be made from any employee in any month.

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

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

3.10 The company shall not be responsible financially or otherwise, either to the Brotherhood or to any employee, for any failure to make deductions or for making improper or inaccurate deductions or remittances. However, in any instance in which an error occurs in the amount of any deduction of dues from an employee's wages, the company shall adjust it directly with the employee. In the event of any mistake by the company in the amount of its remittance to the Brotherhood, the company shall adjust the amount in a subsequent remittance. The company's liability for any and all amounts deducted pursuant to the provisions of this Article shall terminate at the time it remits the amounts payable to the designated officer or officers of the Brotherhood.

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

3.12 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 company pursuant to Article 3.1, both parties shall co-operate fully in the defence of such action. Each party shall bear its own cost of such defence except that if at the request of the Brotherhood counsel fees are incurred these shall be borne by the Brotherhood. Save as aforesaid the Brotherhood shall indemnify and save harmless the company from any losses, damages, costs, liability or expenses suffered or sustained by it as a result of any such deduction or deductions from payrolls.

ARTICLE 4

Hours of Service and Overtime

4.1 The principle of the 40-hour week is recognized and an average of 160 hours in assigned service shall constitute a basic four-week period.

4.2 As the nature of the work performed necessitates irregular distribution of employees, hours of work and days of assignment, the principle of averaging will be in accordance with the following formula. Employees will be advised the dates of their averaging periods.

(a) Regularly assigned employees shall be paid a basic salary for each two-week period.

Example	Hours Credited	Hours Paid
1st four-week period	140	160
2nd four-week period	<u>165</u>	<u>160</u>
	305	320
Guarantee	<u>15</u>	
	320	
Adjustment		Nil

(b) Hours worked for each consecutive 8-week period will be averaged to determine time worked in excess of the aggregate basic 320 hours and hours in excess of the aggregate shall be paid at time and one-half.

Example	Hours Credited	Hours Paid
1st four-week period	150	160
2nd four-week period	<u>190</u>	<u>160</u>
	340	320
Adjustment 20 hours @ 1 1/2		*30
		<u>350</u>

* Payable 1st pay period after the 8-week period involved.

(c) Regularly assigned employees who do not complete their assignment for whatever reason (excluding vacation with pay) will be entitled to minimum hours as follows:

No. of Days Worked (including layover days) x 320

No of Days in 8-week period

(d) Pay adjustments will be due and payable on the first pay period after the 8-week period involved. The make up of guarantee for assigned employees will be prorated on the basis of positions worked in the guarantee period.

(e) Spare employees shall be paid for total hours worked in each pay period at pro rata hourly rates.

(f) Hours worked by spare employees for each designed 8-week period will be totalled. Hours in excess of the total basic hours of 320 for the periods involved will be paid at time and one-half.

Example	Hours Credited	Hours Paid
1st four-week period	190	190
2nd four-week period	<u>150</u>	<u>150</u>
	340	340

Basic 8-week hours 320

Adjustment 20 hours @ 1 1/2 = 30 straight time hours. Previously paid 20 hours at straight time rates. Adjustment due 10 hours at straight time rates.

Example	Hours Credited	Hours Paid
1st four-week period	150	150
2nd four-week period	<u>165</u>	<u>165</u>
	315	315

Basic 8-week hours 320
Adjustment Nil

4.2 (a) Overtime Banking

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

* The half time associated to overtime may be banked up to a total of 24 hours per calendar year. This limit may be replenished throughout the year.

* Banked time must be taken in full day increments or the employee may elect to receive the pay.

* Employees must have cleared or be scheduled to clear their hours account by December 15. If the account is not cleared then the employee will be paid the balance in cash.

* Payment will be based on the current rate of pay at the time the banked time is used.

* Time off must be requested in advance, unless bona fide illness. (Company will monitor)

* Time off will be subject to Company service requirements and no additional cost to the Company.

* Implementation of the Overtime Banking arrangement will be subject to the development of an appropriate computer system.

4.3 For the purpose of computing time worked by an employee during a four-week period, time shall be counted from 0001 hours on the first day of the period until midnight on the last day of the same period.

4.4 (a) Assigned employees will not be required to perform work on another assignment to make up their guarantee for the basic four-week period.

(b) Assigned employees who are removed from their assignment to perform other service will be paid not less than the bulletined hours of their assignment, if they have been prevented from taking out their regular assignment. In such case, all hours worked in excess of the trip missed on their assignment will be paid over and above their guarantee and included in the accumulation of hours under Article **4.2(b)**. If work is performed entirely during layover, except as referred to in Article 4.27, they shall be credited with actual time worked and such time will be paid over and above guarantee and included in the accumulation of hours under Article **4.2(b)**.

4.5 Assigned employees on a regular run who are held at their away-from-home terminal beyond the established layover period shall be credited with 8 hours for each **24-hour** period, computed from expiration of their layover period, and actual time up to 8 hours for less than a **24-hour** period. Where the established layover period exceeds 24 hours, the time shall be computed from the expiration of 24 hours after release from duty.

4.6 Assigned employees held out of service at a point **enroute** shall be credited with 8 hours for each **24-hour** period or the actual time of up to 8 hours for less than a **24-hour** period. When necessary and reasonable such employees will be provided with meals and lodging accommodation (including transportation to lodging accommodation) by the company.

4.7 Assigned employees held for service at their home terminal during layover shall be credited with 8 hours for each **24-hour** period so held and actual time of up to 8 hours for less than a **24-hour** period. If prevented from taking out their regular assignment, Article **4.4** will apply.

4.8 Employees may be used off their assignments in cases of emergency, temporary promoted positions or special assignments and they will be returned to their assignment as soon as practicable.

4.9 Employees laid off or displaced who choose to exercise their seniority rights or return after having exercised seniority rights will not be paid for deadheading but will be provided with free meals and sleeping accommodation.

4.10 Employees deadheading on a car or on a pass or railway business shall be credited with 12 hours for each 24-hour period and actual time up to 12 hours for less than a 24-hour period (time to be computed from reporting time to release time).

4.11 Spare employees will be governed by the bulletin of a run for the period they are required to relieve regularly assigned employees.

4.12 Spare employees performing unassigned service will be paid on a minute basis with a minimum of four hours for each call for terminal duty, and a minimum of four hours for a one-way trip and 8 hours for a round trip.

4.13 Employees shall be allowed a minimum of 8 calendar days' layover at their home terminal for each designed four-week period.

4.14 Spare employees operated in extra service in one direction and returned deadhead to their home terminal will be compensated at the rate for classification of the position worked on the going trip.

4.15 If spare employees are returned to their home terminal in service in a higher classification than the one worked on the going trip, they will be compensated at the rate of pay for the higher classification.

4.16 If spare employees are returned to their home terminal in service in a classification lower rated than the one worked on the going trip they will be compensated at the rate of the classification worked on the going trip.

4.17 Time deductions for rest periods will be as follows:

(a) Meal Service Employees - a maximum of 8 continuous hours per night between 2200 hours and 0600 hours.

(b) Club and Coach Lounge Employees - a maximum of 6 continuous hours per night between 2400 hours and 0700 hours.

(c) If an assigned employee is required to work any part of his/her rest period, such hours will be paid over and above his/her guarantee and included in the accumulation of hours under Article 4.2(b).

4.18 (a) Employees assigned to a special train (or sections thereof) or extra equipment attached to a regular train (or sections thereof) and employees used to augment regular crews shall be considered as employees assigned to a special movement.

(b) Employees assigned to special movements will be paid from the time required to report for duty until released from duty, with deductions made for rest periods in accordance with Article 4.17.

(c) Employees assigned to special movements and held at a point enroute will be paid eight hours for each 24-hour period so held or actual time of up to eight hours for less than a 24-hour period computed from expiration of eight hours after arrival at such point or after completion of duties related to his/her assignment.

(d) Employees assigned to special movements and held at the distant terminal will be paid held time as follows:

(i) Employees assigned to a special train (or sections thereof) will be paid eight hours for each 24-hour period or actual time of up to eight hours or less than a 24-hour period, computed from expiration of eight hours after release from duty.

(ii) Employees assigned to extra equipment attached to a regular train (or sections thereof) and employees used to augment regular crews who are held beyond the regularly scheduled departure time of the first train returning to their home terminal following expiration of eight hours after their release from duty will be paid eight hours for each 24-hour period so held or actual time of up to eight hours for less than a 24-hour period. Time in such cases to start at the expiration of eight hours after release from duty.

4.19 At turnaround or set-out points, time shall be computed as continuous where the interval of release from duty does not exceed two hours.

4.20 Employees entitled to sleeping accommodation while deadheading on railway business and not provided with sleeping accommodation shall be credited with up to 8 hours over and above compensation in accordance with Article 4.10.

4.21 Employees required to remain in service on their assignments beyond the hours or days shown on the bulletin due to late train arrivals at home or distant terminal, or if they are operated beyond the distant terminal of their run, deduction of rest shall be shown on the bulletin.

Example of Bulletin

Excursion Train Bulletin

Applications will be received up to and including June 4, 1992 for the following permanent positions to commence on June 15, 1992:

Restaurant Car and Couch lounge service on Train Nos. 423 and 624:

Home Terminal: Cochrane

Distant Terminal: Moosonee

Required: two (2) Steward Waiters
 two (2) Waiters
 two (2) Chief Stewardess
 two (2) Second Cooks
 two (2) Stewardess

Report to Duty Time: Train #423 Cochrane 0615
 Car in Service 0700

Off Duty Time: Arrival at Moosonee

Report to Duty Time: Train #624 Moosonee 1630
 Car in Service 1730

Off Duty Time: Arrival at Cochrane

* Average hours per four week period - 160

* Monthly rates as presented established

Applications to be in the Food Services Supervisor's office in **Cochrane** no later than 1200 hours June 4, 1992, in a separate envelope clearly marked

"Application for bulletined position".

4.22 When a regular assignment is temporarily suspended for whatever reason and is not abolished or cancelled as contemplated by Article 13.6, the employees affected will be protected by guarantee provided they remain available for spare work out of their home terminal.

4.23 Left Blank

4.24 Employees who do not complete their round trip assignments (except for personal or disciplinary reasons) and are returned to their home terminal ahead of time will be compensated for actual time worked, their guarantee will be protected.

4.25 Assigned employees who complete their round trip assignments but are rerouted due to an emergency or service disruption will be compensated for actual time worked (not less than bulletined) their guarantee will be protected.

4.26 (a) Time credited to employees as provided for in Articles 4.5 and 4.6 will be applied against guarantee of the employees' assignments.

(b) (i) Assigned employees who obtain another assignment by bulletin as provided for in Articles 12.1 and 12.3 will be protected by guarantee provided they take up their new assignment within the cycle of operation commencing with date of assignment.

(ii) Spare employees who obtain an assignment by bulletin as provided for in Articles 12.1 and 12.3 will be protected by guarantee commencing 0001 hours of the date on which the assignment is bulletined to commence.

(c) Employees who exercise their seniority after displacement or abolishment will be protected by guarantee providing the following conditions are fulfilled:

In Cases of Displacement:

(1) They submit their choice in writing of an assignment for which they are qualified with 48 hours of time of displacement;

(2) they displace the most junior employee occupying the selected classification on the run of their choice; and

(3) unless prevented by illness, injury or on **authorized** leave of absence, they take up their new assignment within the first cycle of operation of the run of their choice commencing either during or immediately following expiration of the 48-hour period specified in Article 4.26(c)(1) of the option of the employee.

In Cases of Abolishment:

(4) they submit their choice in writing of an assignment for which they are qualified within 48 hours after expiration of the layover days of their abolished position;

(5) they displace the most junior employee occupying the selected classification on the run of their choice,

(6) unless prevented by illness, injury or on **authorized** leave of absence, they take up their new assignment within the first cycle of operation of the run of their choice commencing either during or immediately following expiration of the 48-hour period specified in Article 4.26(c)(4) of the option of the employee.

In selecting the classification on the run of their choice, employees may be governed by different net hours of duty and/or additional layover days as specified in the bulletin.

(d) In **exercising** their seniority after displacement or abolishment, employees who are required to revert to the Spare List because of having insufficient seniority to hold any assignment, will be protected by guarantee to the expiration of the selection period, as described in Article 4.26 (c).

4.27 (a) Regularly assigned employees notified or called to perform terminal work not continuous with, before or after, their regular assignment shall be paid for time worked at the rate of time and one-half with a minimum of two hours and forty minutes at the rate of time and one-half for which two hours and forty minutes service may be required. Such time shall be paid over and above guarantee and shall not be included in the accumulation of hours under Article 4.2(b).

(b) Regularly assigned employees required to perform work continuous with, before or after, their regular assignment shall be credited with actual time worked and such time will be applied against guarantee and included in the accumulation of hours under Article 4.2(b), except in instances where regularly assigned employees are required upon arrival to perform transfer work related to another car they shall be paid for actual time worked at the rate of time and one-half and such time shall be paid over and above guarantee and shall not be included in the accumulation of hours under Article 4.2(b).

(b) Regularly assigned employees required to perform work continuous with, before or after, their regular assignment shall be credited with actual time worked and such time will be applied against guarantee and included in the accumulation of hours under Article 4.2(b), except in instances where regularly assigned employees are required upon arrival to perform transfer work related to another car they shall be paid for actual time worked at the rate of time and one-half and such time shall be paid over and above guarantee and shall not be included in the accumulation of hours under Article 4.2(b).

ARTICLE 5.1

(Subject to Article 5.2)

5.1 The classifications for positions and basic rates of pay shall be:

Effective	Jan.1/94 1%	Jan.1/95 0%
Steward..;.....	\$715.87	\$715.87
Steward (Counter Car),	677.44	677.44
Steward Waiter.....,	706.52	706.52
Waiter,.....	597.72	597.72
Waiter (Counter Car)..	578.60	578.60
Chef.....	706.52	706.52
cook.....	646.53	646.53
Kitchen Assistant.....	578.60	578.60
Host/Hostess.....	642.39	642.39
Train Attendant.....	587.21	587.21

5.2 Employees filling positions covered by this Agreement having less than 78 weeks' compensated cumulative service with the company will be paid as follows:

First 26 weeks' service - 10% less than the basic weekly rate

Second 26 weeks' service - 6% less than the basic weekly rate

Third 26 weeks' service - 3% less than the basic weekly rate

The maximum of 160 compensated service hours per four-week period will be allowed in computing advancing rates.

On completion of 78 weeks* compensated cumulative service, employees will be paid the full basic rate in accordance with Article 5.1.

In the application of this Article 5.2, guarantee time will be included as compensated cumulative service.

ARTICLE 6

Lodging and Living Expenses

6.1 (a) Meals without charge will be served to employees during regular meal hours on trains when meal service cars are operated.

(b) When restricted menus are featured, employees will be served in accordance with the menu in use except as provided in Article 6.2.

(c) Meals or meal allowance in lieu of thereof will be provided employees who are on duty between the following hours or any portion thereof:

Breakfast	0730-0830
Luncheon	1130-1230
Dinner	1730-1830

6.2 Meal allowance in lieu of meals may be paid to employees assigned to trains on which only one meal is served. Where more than one meal is involved, meal allowance in lieu of meals may be paid on trains on which only take-out snack and/or Galley Club tray meal service is available. No additional reporting time or release time will be allowed in either case.

6.3 Allowance in lieu of free meals to employees covered by this agreement will be \$4.50 for breakfast, \$6.00 for luncheon and \$9.50 for dinner.

6.4 Employees will be provided with lodging accommodation at away-from-home terminals and sleeping accommodation during rest period enroute.

6.5 Employees deadheading on company business will be provided with sleeping accommodations enroute, and meals, in accordance with Article 6.1 and 6.2 as applicable.

6.6 (a) Assigned employees arriving at distant or intermediate terminals and held beyond the bulletin requirements will be provided with meals or meal allowance in lieu thereof at regular meal periods commencing from expiration of the bulletin requirements.

(b) When the regular layover at distant terminals exceeds 24 hours, or when employees arriving in extra service are held at the distant terminal in excess of 24 hours after release from duty, meals or meal allowance in lieu thereof will be provided at regular meal periods commencing with expiration of the 24-hour period.

6.7 Employees assigned to special movements requiring stopovers enroute will be provided with meals or meal allowance in lieu thereof at regular meal periods commencing from time of arrival at such point, if meal service is not available.

6.8 Employees performing spare work out of a home terminal where a spare board is not maintained will be provided with meals or a meal allowance in lieu thereof while at that point following expiration of eight hours from the time of their first arrival there.

ARTICLE 7

Spare Employees

7.1 Spare boards shall be maintained at terminals, where required, consisting of the names of the number of seniority unassigned employees required to protect relief and extra service.

7.2 The number of employees on each spare board shall be regulated in accordance with traffic conditions in an endeavour to provide as closely as possible 160 hours in a four-week period to each employee. Such employees shall be called on the "first in" "first out" principle.

7.3 Spare employees called to perform terminal duty or whose duty is cancelled after reporting will have their name rotated to the bottom of the spare list. The time released from duty will be the time their name will appear on the bottom of the list.

7.4 When two or more spare board employees arrive at their home terminal at the same time they will assume their positions on the board in order called from the home terminal. The same principle will apply if called enroute on the same train.

7.5 An employee failing, without showing just cause to the supervisor, to accept a run in his/her turn, shall be debarred from duty, without compensation, for the duration of the run which he/she failed to accept. When he/she is restored to duty his/her name shall be shown at the bottom of the spare list.

7.6 When a spare board is not maintained at a terminal or the spare board is depleted, positions, if required, will be generally filled in the following order:

(i) qualified laid-off employees at that terminal in seniority order.

(ii) qualified laid-off employees from other home terminals provided no deadheading or expenses are involved.

(iii) qualified spare employees from the closest other home terminal in seniority order.

(iv) qualified assigned employees at that terminal on their rest days in seniority order.

When time is of the essence, the company may use its own judgment to fill the requirement expeditiously.

ARTICLE 8

General Holidays

8.1 An employee who qualifies in accordance with Article 8.3 hereof, shall be granted a holiday with pay on each of the following general holidays. When a general holiday falls on an employee's rest day, such holiday shall be moved to the normal working day immediately following the employee's rest day.

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

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

8.2 Such pay shall be separate and apart from the four-week guarantee and from hours earned during the four-week period in which the holiday occurs.

8.3 In order to qualify for pay for any one of the holidays specified in Article 8.2 hereof, an employee:

(a) must have been in the service of the company and available for duty for at least 30 calendar days. This Clause (a) does not apply to 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 qualified for, weekly sickness benefits because of illness on such holiday; a regularly assigned employee who is required to work on such general holiday shall be given an advance notice of four calendar days, except for unforeseen exigencies of the service, in which case he/she will be notified not later than the completion of his/her shift or tour of duty immediately preceding such holiday that his/her services will be required;

(c) must be entitled to wages for at least 12 shifts or tours of duty during the 30 calendar days immediately preceding the general holiday. The number of shifts or tours of duty worked during that period exclusive of overtime divided by eight. This Clause (c) does not apply to an employee who is required to work on the holiday.

NOTE: Provided that an employee is available for work on the general holiday, absences from scheduled shifts or tours of duty because of bona fide injury, hospitalization, illness for which the employee qualifies for weekly sick benefits and authorized maternity leave will be included in determining the

12 shifts or tours of duty referred to in this Clause (c).

(d) Employees in spare service shall not be governed by the provisions of Clauses (b) and (c) of this Article 8.3 but, in addition to meeting the requirements of Clause (a) thereof, must have been available for service on the holiday if required and, unless required to work on the holiday, must have been in service or available for the spare list for such service as maybe required for at least 12 calendar days during the 30-calendar day period immediately preceding the general holiday.

8.4 A qualified employee whose vacation period coincides with any of the general holidays specified in Article 8.1 hereof, shall receive an extra day's vacation with the pay to which the employee is entitled for that general holiday; for regular employees the first day of layover following the vacation period, and for spare employees the first day available but not required to work, shall be recognized as the holiday with pay.

8.5 (a) An unassigned employee qualified under Article 8.3 who is not required to work on a general holiday shall be paid eight hours' pay at the straight time rate of his/her regular assignment.

(b) An unassigned or spare employee qualified under Article 8.3 who is not required to work on a general holiday shall be paid eight hours' pay at the straight time rate applicable to the position in which such employee worked his/her last tour of duty prior to the general holiday.

8.6 An employee who is required to work on a general holiday shall be paid, in addition to the pay provided in Article 8.5, at a rate equal to one and one-half times his/her regular rate for all hours worked between 2400 hours on the eve of the recognized general holiday and 2359 hours on the night of the recognized general holiday, both times inclusive, These hours will be paid over and above the guarantee and shall not be included in the computation of guarantee hours.

AGREEMENT 9

V a c a t i o n s

9.1 (a) An employee who, at the beginning of the calendar year, is not qualified for vacation under Clause (b) hereof, shall be allowed one working day's vacation with pay for each 18 days* worked during the preceding calendar year, with a maximum of 14 days vacation until qualifying for further vacation under Clause (b) hereof.

(b) Subject to the provisions of Note 1 below, an employee who, at the beginning of the calendar year, has maintained a continuous employment relationship for at least three years shall have his/her vacation scheduled on the basis of one calendar day's vacation with pay for each 12 days worked during the preceding calendar year, with a maximum of 21 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) will be entitled to vacation on the basis outlined therein if on his/her fourth or subsequent anniversary he/she is still employed by the company. If such employee leaves the service for any reason prior to such anniversary dates the adjustment will be made at the time of leaving.

(c) Subject to the provisions of Note 2 below, an employee who, at the beginning of the calendar year, has maintained a continuous employment relationship for at least 7 years shall have his/her vacation scheduled on the basis of one calendar day's vacation with pay for each 9 days worked during the preceding calendar year, with a maximum of 28 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) of this section will be entitled to vacation on the basis outlined therein if on his/her 8th or subsequent service anniversary date he/she is still employed by the company. If such employee leaves the service

for any reason prior to such anniversary dates the adjustment will be made at time of leaving.

(d) Subject to the provisions of Note 3 below, an employee who, at the beginning of the calendar year, has maintained a continuous employment relationship for at least 15 years shall have his/her vacation scheduled on the basis of one calendar day's vacation with pay for each 7 days worked during the preceding calendar year, with a maximum of 35 days' vacation; in subsequent years, he/she will continue vacation entitlement on the forgoing basis until qualifying for additional vacation under Clause (e) of this section.

Note 3: An employee covered by Clause (d) of this section will be entitled to vacation on the basis outlined therein if on his/her 16th anniversary date he/she is still employed by the company. If such employee leaves the service for any reason prior to such anniversary dates, the adjustment will be made at the time of leaving.

(e) Subject to the provisions of Notes 4 and 5 below, an employee who, at the beginning of the calendar year, has maintained a continuous employment relationship for at least 25 years shall have his/her vacation scheduled on the basis of one calendar day's vacation with pay for each 6 days worked during the preceding calendar year with a maximum of 42 days' vacation.

Note 4: An employee covered by Clause (e) hereof, will be entitled to vacation on the basis outlined therein if on his/her 26th or subsequent anniversary date he/she is still employed by the company. If such employee leaves the service for any reason prior to such anniversary dates the adjustment will be made at the time of leaving.

Note 5: In the application of Clause (e) the company will have the option of:

(a) scheduling an employee for five weeks' vacation with the employee being paid for the sixth week at pro rata rates; or

(b) splitting the vacation on the basis of five weeks and one week.

9.2 (a) Regularly assigned employees will commence vacation on the calendar day on which they would normally be due out on their assignment and will remain off duty for the number of days' vacation due in Article 9.1.

(b) Employees will be credited with hours for vacation as follows: 40 hours for each consecutive 7 calendar days of vacation and 5.71 hours per calendar day for periods of less than 7 days (i.e., $40/7 = 5.71$).

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

9.4 An employee who, while on annual vacation, becomes ill or is injured, shall have the right to terminate (temporarily) his/her vacation and be placed on weekly indemnity. An employee who is again fit for duty shall immediately so inform the company officer in charge and will continue his/her vacation if within his/her scheduled dates. If the remaining vacation falls outside the employees' scheduled dates, such vacation will be rescheduled as may be mutually agreed between the proper officer of the company and the authorized local union representative.

9.5 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.

9.6 An employee who is entitled to vacation shall take same at the time scheduled. If however, it becomes necessary for the company to reschedule an employee's scheduled vacation dates, he/she shall be given at least 15 working days' advance notice of such rescheduling and will be paid at the rate of time and one-half his/her regular rate of wages for all work performed during the scheduled vacation period. The rescheduled vacation with pay to which he/she is entitled will be granted at a mutually agreed upon later date. This Article 9.6 does not apply where rescheduling is a result of an employee exercising his/her seniority to a position covered by another vacation schedule.

9.7 Provided an employee renders compensated working service in any calendar year, time off duty, account bona fide illness, injury, authorized pregnancy leave, to attend committee meetings, called to court as a witness or for uncompensated jury duty, not exceeding a total of 100 days in any calendar year, shall be included in the computation of service in that year for vacation purposes.

9.8 Vacation days shall be exclusive of the general holidays specified in Article 8.

9.9 (a) Regularly assigned employees will be compensated for vacation at the rate of pay of the position or positions they were scheduled to work during their vacation period.

(b) Spare employees shall be granted vacation in accordance with this Article at the hourly rate of the classification of the trip immediately preceding the day they commence their vacation.

9.10 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 9.1 and, if not granted, will be allowed pay in lieu thereof.

9.11 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.

9.12 An employee who:

(a) leaves the service of his/her own accord, or

(b) is dismissed for cause and not reinstated in his/her former seniority standing within two 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 9.1.

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

9.14 Application for annual vacation shall be filed prior to February 1st of each year.

9.15 Applications filed prior to February 1st, insofar as it is practicable to do so, will be allotted vacation during the summer season, in order of seniority of applicants, and unless otherwise authorized by the officer of the company in charge, the vacation period 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.

Split Vacations

Provided that there is no additional expense to the company and it will not interfere with operations, an employee may request a split of his/her vacation in such a manner that no portion thereof is less than 7 calendar days.

Where a split vacation will result in extra wage costs because an employee's assignment is out of the terminal on his/her scheduled return date, such employee will forfeit those wages.

9.16 Unless otherwise locally arranged, employees who do not apply for vacation prior to February 1st, shall be required to take their vacation at a time to be prescribed by the company.

9.17 The absence of employees on vacation with pay, as provided in this Agreement, will not be considered as a vacancy, temporary or otherwise, in applying the bulletin rules of the Agreement.

9.18 Time off on account of vacation under the terms of this Agreement will not be considered as time off account employee's own accord under any guarantee clauses and will not be considered as breaking such guarantee.

9.19 Employees desiring an advance vacation payment must make application for same not later than five weeks prior to commencing their vacation. The advance vacation payment shall be 4% of the employee's previous year's earnings, less an appropriate amount (approx. 30%) to cover standard deductions.

ARTICLE 10

Medical Examinations

10.1 When directed by the company to undergo a medical examination outside of working hours, an assigned employee will be paid a call therefor of 2 hours and 40 minutes at the rate of time and one-half, and a spare employee will be credited with 4 hours at pro rata rate.

10.2 When required by the doctor to go for x-rays or lab work on another day or days, no more than one additional call will be paid.

10.3 Time paid in accordance with this Article shall be over and above the guarantee and shall not be included in the accumulation of hours under Article 4.2(b).

ARTICLE 11

Seniority Status and Lists

11.1 Employees shall accumulate seniority from the date of last entry into the service on a position covered by this agreement.

11.2 A seniority list will be posted in January of each year and copies will be furnished to the representative of the Brotherhood and Local Chairmen concerned. Such list will show names and dates from which seniority will accumulate.

11.3 Employees will be considered as on probation until they have completed 60 days of actual work in a position covered by this Agreement. Employees found unsuitable shall not be entitled to grieve with respect to discharge, but with this exception they shall have access to the Grievance Procedure.

11.4 Protests in regard to seniority status must be submitted in writing within 60 calendar days from the date seniority lists are posted. When proof of error is presented by employees or their 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 seniority status of employees unless concurred in by the representative of the Brotherhood.

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

(a) The employee who commenced work at the earliest hour of the day shall be senior;

(b) When the employees commenced work at the same hour, the one who signed the company's application form for employment first shall be senior;

(c) All other things being equal they shall be placed on the seniority list as mutually agreed between the proper officer of the company and the representative of the Brotherhood.

11.6 (a) The names of the employees who have been promoted from a position covered by this Agreement to excepted positions with the company or its subsidiaries will be continued on the seniority list from which promoted, and shall continue to accumulate seniority.

(b) An employee promoted to a permanent non-scheduled, official or excluded position subsequent to December 8, 1978, shall continue to accumulate seniority on the seniority list from which promoted for a period of two consecutive years. Following this two year period in such capacity, such employee shall no longer accumulate seniority but shall retain the seniority rights already accumulated up to the date of his/her promotion.

(c) Employees referred to in Clauses (a) and (b) above, when released from excepted employment, except at their own request, may, if qualified, exercise their seniority rights in their seniority group by displacing the most junior employee

occupying the selected classification on the run of their choice. Such employees must make their choice of position, in writing, within 10 calendar days from date of release from excepted employment and commence work on such position within 30 calendar days from the date of release from excepted employment, unless prevented by illness or other cause for which bona fide leave of absence has been granted. Failing to do so, they will forfeit their seniority under this Agreement.

(d) Employees promoted to excepted positions for a period of less than 60 days will be allowed to return to their former positions within 10 calendar days from the date of release from excepted employment. The positions so vacated will be considered as temporary vacancies in accordance with Article 12.3.

11.7 Employees awarded in-charge positions as:

(1) Dining Car Stewards will automatically acquire all qualifications of lower rated positions in meal and beverage service cars except as provided for in item (2) of this Article.

(2) Dining Car Chefs will automatically acquire qualifications as Cooks and Kitchen Assistants in any meal service car.

11.8 Employees while filling positions under this Agreement who accept positions covered by another wage agreement may continue to fill such positions for a continuous period up to six months without loss of seniority. Provided they can hold work on their own seniority region, such employees shall exercise their seniority at, or prior to, the expiration of such six months' period, or forfeit their seniority rights under this Agreement.

11.9 Article 11.8 shall not apply to employees who, while holding seniority rights under another wage agreement, obtain employment and establish seniority under this Agreement. If such employees, while filling positions under this Agreement, exercise their seniority under the provisions of another wage agreement, their names will be dropped from the seniority list. Employees shall not be regarded as having exercised seniority rights when used for emergency service only.

ARTICLE 12

Bulletining and Filling Positions

12.1 All employees will be given their choice of runs on general bid which will be posted twice a year. Dates of general bids will be the last Sunday in May and the last Sunday in October unless otherwise agreed locally. During the open period of general bids, assigned employees will remain on runs until the effective date of new assignments.

12.2 Bulletins showing effective date, and full particulars will be posted for 10 days in places accessible to all employees affected. Copies of all bulletins issued under this Article shall be furnished to the Local Chairman and the representative of the Brotherhood if possible prior to posting.

12.3 Vacancies in regularly assigned positions, temporary vacancies and newly created positions any of which are known to be of 30 calendar days' duration or more, shall be bulletined within five calendar days of the vacancy occurring except as provided for in Article 12.1.

12.4 Bulletins shall be posted within five calendar days (exclusive of Saturdays, Sundays and general holidays) from the date the duration of the vacancy is known. They shall show the effective date and be posted for 10 calendar days in places accessible to all employees affected. Copies of all bulletins issued under this Article shall be furnished to the Local Chairman and the representative of the Brotherhood if possible prior to posting.

12.5 Applications for positions must be submitted in writing to the designated officer of the company within 10 days from the date a bulletin is posted. Applications will not be accepted from the employees creating the vacancies.

12.6 Assignments will be made by the company based on seniority, training, fitness and ability and those selected will be required to undergo practical tests, write any rules and/or examinations required unless previously qualified in the position. Names of employees assigned to positions will be posted

within five days, exclusive of Saturdays, Sundays and general holidays, giving reference to dates and numbers of original bulletins.

12.7 Employees awarded positions by bulletin shall be required to take up their assignment within 10 calendar days of posting of the award. Employees failing to take up their assignments without just cause shall forfeit their seniority under this Agreement and the runs shall be rebulletined.

12.8 If insufficient or no bids are received for vacancies, the company will fill the assignments as follows:

(i) Junior qualified employees from the spare list will be assigned; or

(ii) In the event there are no qualified employees on the spare list the senior qualified laid-off employees will be assigned in accordance with Article 13.13; or,

(ii) In the event there are no qualified employees on the spare list or laid off, the junior qualified assigned employees will be placed on the assignments provided an increase in rate is involved and only until other more junior employees have been trained.

12.9 When runs are rebulletined as provided for in Article 12.1, the run or runs affected will be declared vacant from the home terminal on the effective date of assignment to be specified in the bulletin.

12.10 When it is necessary to change an assignment between the general bids prescribed in Article 12.1 to the extent of an increase or decrease of 8 hours or more in a basic four-week period, the Local Chairman concerned will be advised of the particulars and the assignment shall be declared vacant effective with the date of the changed conditions and the run shall be rebulletined.

12.11 During the period bulletins are posted as provided for in Article 12.3, vacancies will be filled from the spare list until the successful applicants take up their assignment.

12.12 Regularly assigned employees assigned to temporary vacancies shall, at the expiration of such temporary employment, be returned to their former regularly assigned positions.

12.13 Assigned employees resuming work after time lost for disciplinary reasons will resume their place in the assignment unless their assignment has been discontinued in which case they will revert to the spare list until they can obtain an assignment by bulletin.

12.14 Employees who accept promotion and fail to qualify will be returned to their former position and employees so displaced will be permitted to exercise their seniority.

12.15 Employees returning after leave of absence or vacation shall resume their former positions or may **apply** in writing within five calendar days thereafter to exercise their seniority, if qualified to any positions bulletined during such absence. Employees thereby displaced shall exercise their seniority in accordance with Articles 12.3 and 13.4.

12.16 When the headquarters of a run are changed the run will be declared vacant and **rebulletined** to show the effective date of the new operation. Employees assigned to the run will not be permitted to exercise their seniority until completion of their last trip in the assignment as provided for in Articles 13.3 and 13.4, and during the interval between the termination of the previous assignment and posting the awards for the new assignment the run will be considered as a temporary position to be filled from the spare list.

12.17 Employees whose positions are **rebulletined** in advance due to changes in working conditions in accordance with Article 12.10 will not be permitted to displace junior employees awarded positions which were bulletined during the time their run was **rebulletined**.

12.18 When a vacancy in a crew of less than thirty calendar days duration is to be filled, employees in the crew may move up to senior positions in accordance with their seniority and a spare employee will be used to fill the vacancy remaining in that crew.

ARTICLE 13

Staff Reduction, Displacement and Recall to Service

13.1 When staffs are reduced, senior employees with sufficient ability to perform the work will be retained.

13.2 In instances of staff reduction, six calendar days, advance notice will be given to regularly assigned **employees** whose positions are to be abolished, except in the event of a strike or a work stoppage by employees in the railway industry, in which case a shorter notice may be given.

13.3 Employees whose positions are abolished or who are displaced may exercise their seniority up to cut-off time displacing the most junior employee occupying the selected classification on the run of their choice or elect to operate on the spare list providing they have the required qualifications.

13.4 Employees who exercise their seniority as provided in Article 13.3 shall submit their choice in writing within five calendar days of the date of displacement and must **commence** work on the position of their choice within 10 calendar days of that date **unless** prevented by a bona fide illness or other cause for which leave of absence has been granted and failing to do so will forfeit their seniority. Employees who fail to make their choice within five calendar days will, provided they have sufficient seniority, be required to operate from the spare list.

13.5 Displaced employees having the required qualifications and seniority to obtain a position who fail to commence work on the position of their choice within 10 calendar days shall forfeit their rights under this Agreement.

13.6 Assigned employees whose assignments are cancelled due to disrupted train service may exercise their seniority as provided for in Article 13.3 and their guarantee will be protected providing they meet the requirements of Article 4.26 (c), Items (1), (2) and (3).

13.7 When disrupted train service is restored, the cancelled assignment will be rebulletined.

13.8 Assigned employees who are displaced as a result of Article 13.6 will be permitted to exercise their seniority as provided for in Article 13.3.

13.9 The time limits set forth in Article 13.4 apply to employees on leave of absence at time of displacement from the date they report for duty.

13.10 Employees demoted from their regular positions for disciplinary reasons will not be permitted to displace regularly assigned employees. Their names will be placed on the spare list (seniority permitting) and they will be permitted to apply for vacancies subject to qualification restrictions.

13.11 Employees enroute on the effective date a run is abolished will be returned to their home terminal utilized to best service advantage with least possible delay and they will be compensated equal to the hours they would have earned for the return trip.

13.12 To be eligible for recall, laid-off employees must keep their supervisory officer and the Local Chairman informed of their current address.

13.13 When staff is increased or when vacancies occur laid-off employees shall, if qualified, be recalled to service in order of seniority.

13.14 If the company is unable to notify employees of a vacancy by telephone or messenger, they will be advised by registered mail with a copy of such notice to the Local Chairman.

13.15 Laid-off employees who are employed elsewhere at the time of recall will not be required to report for service provided;

(a) It is definitely known that the duration of the work is for less than 60 days.

(b) Other laid-off employees in the same occupational classification are available.

(c) During the period October 1 to June 1 laid-off employees who are employed elsewhere will be recalled as required in reverse seniority order if no other laid-off employees are available, and if they fail to report they will forfeit their seniority.

13.16 Laid-off employees recalled under the terms of this Article, who fail to report for duty or to give satisfactory reasons for not doing so within 10 days from the date of the delivery of notification at their last known address, shall forfeit their seniority rights under this Agreement.

ARTICLE 14

Exchanging Trips

14.1 A regularly assigned employee may exchange a trip with another assigned employee at the same terminal where such exchange does not cause any additional expense to the company. Prior permission must be obtained from the designated company officer and any resulting difference in pay shall be borne by the employee initiating the request.

ARTICLE 15

Uniforms

15.1 When uniforms, including maternity uniforms are required by the company, they will be issued without cost to the employees. Such uniforms will be maintained and cleaned by the company.

15.2 When employees are required to wear uniform overcoats they will be issued without cost.

15.3 When articles of uniforms are lost through employee negligence the cost of replacement will be charged to the employee held responsible.

ARTICLE 16

Training

16.1 Employees shall be encouraged to learn the duties of their positions and every opportunity shall be afforded them to learn the work of such positions during their regular working hours.

16.2 (a) Assigned employees directed to undergo training during layover days shall be paid for actual hours spent in training at the pro rata rate of their assigned classification with a minimum of four hours in each 24-hour period. Such time shall be paid over and above guarantee and shall be included in the accumulation of hours under Article 4.2(b).

(b) Assigned employees directed to undergo training which makes it impossible to fulfil their assignment will be credited with actual hours spent in training but not less than the bulletined hours of their assignment. Such time will be paid at the rate of their assigned classification and will be applied against guarantee and included in the accumulation of hours under Article 4.2(b).

(c) Spare employees directed to undergo terminal training will be paid for actual hours spent in training with a minimum of four hours in each 24-hour period. Spare employees directed to make training trips will be paid on the basis of eight hours for each 24-hour period and actual time spent in training up to eight hours for less than a 24-hour period. Such time shall be paid at the rate of the last classification worked and shall be included in the accumulation of hours under Article 4.2(f).

(d) Employees who volunteer for training at the terminal or to making training trips will not be compensated.

(e) Meals or meal allowances at normal meal periods shall be allowed employees undergoing training away from their home terminals.

ARTICLE 17

Leave of Absence and Free Transportation

17.1 Employees elected as salaried representatives of the employees shall, upon request, be granted leave of absence without pay while so engaged.

17.2 Employees shall be granted free transportation, in accordance with company regulations, and leave of absence without pay to attend general meetings of the Brotherhood upon the request of the Local Chairman or the representative of the Brotherhood.

17.3 Employees elected or appointed to serve on committees for investigation, consideration and adjustment of grievances shall, upon request, be granted free transportation in accordance with company regulations and necessary leave of absence without pay.

17.4 Employees shall, upon request, be granted free transportation in accordance with company regulations and leave of absence without pay to attend Brotherhood meetings. Such leave of absence will not exceed two calendar days and will be granted only when it will not interfere with the company's business nor put the company to additional expense.

17.5 Employees, at the discretion of the company, may be granted leave of absence of up to three months; permission to be obtained in writing. Leave of absence may be extended by application in writing to the proper officer of the company in ample time to receive permission or return to duty at the expiration of such leave. Unless such extension of leave of absence is granted, or absolute proof is furnished of bona fide sickness preventing such return, employees failing to report to duty, on or before the expiration of their leave of absence, shall forfeit their seniority under this Agreement. The maximum amount of leave allowable under this clause is 6 months. This maximum may be extended by agreement with the union.

17.6 Leave of absence shall not be granted for the purpose of engaging in work outside the company service, except in cases involving sickness, or when made the subject of mutual agreement between the proper officer of the company and their representative of the Brotherhood.

17.7 The names of employees on authorized leave of absence shall be continued on the seniority list.

17.7 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 three (3) months in order to serve the period of incarceration. Such period of leave will not be credited towards accumulation of service.

ARTICLE 18

Reporting and Detention Time

18.1 The reporting time of employees shall be set sufficiently in advance of the train departure time to enable them to do the necessary preparatory work. Reporting time will be set at the discretion of the company and will be the subject of discussion between the Local Committee and the designated officer of the company.

18.2 Reasonable detention time shall be allowed in which to remit the company's revenue. The length of time will be set at the discretion of the company and will be the subject of discussion between the Local Committee and the designated officer of the company.

18.3 In the event that a dispute arises over the amount of time allotted for the preparation or putting away of cars at terminals, a joint investigation shall be conducted to review the work required, and, if necessary, a test will be made to determine the proper time allowances.

ARTICLE 19

Attending Court

19.1 Employees who lose time by reason of being required to attend court or coroner's inquest, or to appear as witnesses in cases in which the company is involved will be paid for time so lost. If no time is lost, they will be paid for actual time held with a minimum of four hours at the hourly pro rata rate. Necessary actual expenses while away from home terminal will be allowed when supported by receipts.

19.2 Any fee or mileage payable to the employee shall be assigned to the company.

19.3 Employees on the spare list, called to attend court, will not lose their position on the spare list.

ARTICLE 20

Held for Investigation or Company Business

20.1 When employees are held for company investigation and no responsibility is attached to them in connection with the matter under investigation (i.e., not subject to discipline) or on company business on the order of the proper officer of the company, they will, if required to lose time by reason thereof, be paid for time lost. If no time is lost they will be paid at the pro rata rate from the time required to report until actually released with a minimum of four hours over and above the guarantee. Necessary actual expenses will be allowed when supported by receipts.

ARTICLE 21

Preservation of Rates

21.1 Employees temporarily assigned to higher rated positions shall receive the higher rate while occupying such positions. A temporary assignment to a higher rated position contemplates the fulfilment of the duties and responsibilities of the position during the time occupied. Assisting higher rated

employees due to a temporary increase in the volume of work or for training purposes does not constitute a temporary assignment to a higher rated position. A regularly assigned employee temporarily assigned to a lower rated position shall not have his/her rate reduced.

ARTICLE 22

Service Letters

22.1 Persons entering the service of the company will within 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 company, except those addressed to or issued by the company.

22.2 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 letter of reference and will be paid as soon as possible.

ARTICLE 23

Composition and Adjustment of Crews

23.1 Employees will be assigned and adjustment made in crew complement to meet traffic requirements and shall be the subject of local discussions.

ARTICLE 24

Discipline and Grievance Procedure

24.1 (a) Discipline will be administered under the merit and demerit system.

(b) When a discipline assessment will be only a reprimand, warning or caution, or the like, a "hearing" or "investigation" is not necessary. In such cases, when the matter is discussed directly with the employee by the supervisor, a third party, such as a fellow employee, other supervisor or union

representative, shall not be in attendance. This provision will not operate to extend the one year period for the clearing of previous demerit marks. Interaction management discussion forms will not be placed on employee files.

24.2 Employees will not be held out of service for minor offences. Minor offences are defined as offences not involving suspension or dismissal.

24.3 Reports submitted by employees will be used for the assistance of company officers in determining and evaluating the facts of a particular situation.

24.4 Employees required to submit a written report will be advised of the reasons for the request and they will be allowed up to 24 hours to submit such report. A response from the appropriate company officer indicating whether such report will result in the assessment of discipline shall be given in writing as quickly as possible but in any event not later than twelve calendar days following receipt of the report.

24.5 Employees charged with having committed a major offence will be granted a fair and impartial hearing by the proper officer of the company.

24.6 Employees, other than probationary employees, will not be suspended or discharged without a hearing.

24.7 Hearings in connection with major offences will be held as quickly as possible. The purpose of such hearings shall be to establish and determine the actual facts upon which action may be taken as considered necessary by the company.

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

(b) All evidence will be made available to the representatives of the Brotherhood at the company office and in advance of the hearing if he/she so desires. The names and addresses of complainants or other witnesses may be withheld if considered necessary by the company.

(c) When charges of a major offence have been made against an employee, the company if requested to do so by the representative of the Brotherhood will, if possible, arrange for a joint confidential interview of the complainant or other witnesses (after the hearing) by the representative of the Brotherhood in company with a proper officer of the company.

(d) Employees will be allowed to provide material witnesses or their written evidence, and their statements may be written into the record of the hearing.

24.9 Employees, if they so desire, may have the assistance of one or two fellow employees, or accredited representatives at a hearing.

24.10 A proper officer of the company, on the ground when an incident occurs, may carry out an immediate investigation and take such action as may be deemed necessary by the circumstances.

24.11 Employees or their accredited representative may request a deferment up to and including 72 hours from the original date set for the hearing,

24.12 When a request for deferment is made by employees or their representative, and employees fail to appear within 24 hours from the agreed date of deferment, unless prevented by bona fide illness or just cause, they will be considered as having resigned without notice and their names will be dropped from the seniority list.

24.13 Dates and times set out in this Article may be changed due to a bona fide illness or other reason as may be mutually agreed upon.

24.14 Should employees who have been held out of service desire to defer their hearing of alleged charges against them until they may have the assistance of a particular employee at the hearing and they are exonerated of the charges, they will not be paid for the additional time held out of service due to the delay caused by their request.

24.15 Employees who have been called for a hearing will be furnished with copies of any statement taken at the hearing.

24.16 Decisions following hearings will be rendered as quickly as possible, but in any event not later than twenty-one calendar days following the date of the hearing and employees may be held out of service pending a decision.

24.17 If the decision is considered unjust, an appeal may be made in writing within 14 calendar days in accordance with Article 24.19. Such appeal shall set forth the grounds upon which it is made.

24.18 Should assigned employees be exonerated they shall be paid at their regular rate of pay for any service hours lost, less any amount earned in other employment. Spare employees, if exonerated, will be compensated for 5.71 hours per calendar day during the period they were removed from the spare board, with a maximum of forty (40) hours in a seven (7) day period at the rate of the last classification in which they operated, 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 hearing. When exonerated, a spare employee who has lost his/her turn will have his/her name placed at the top of the spare board; if he/she has not lost his/her turn, he/she will resume the position he/she previously held on the spare board.

24.19 Any complaint raised by employees concerning the interpretation, application or alleged violation of this Agreement or that they have been unjustly dealt with shall be handled in the following manner:

step 1

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

step 2

Within 28 calendar days of receiving decision under Step 1 the representative of the Brotherhood may appeal in writing to the Manger, Passenger Operations. A decision will be rendered within 14 calendar days of receiving appeal.

step 3

Within 28 calendar days of receiving a decision under Step 2, the representative of the Brotherhood may appeal to the President. Appeal concerning violation of agreement will state the Article and paragraph violated and the nature of the violation. A decision will be rendered within 28 calendar days of receiving appeal.

The time limits at Step 2 and 3 may be extended by mutual agreement.

24.20 The settlement of a dispute shall not under any circumstances involve retroactive pay beyond a period of 60 calendar days prior to the date that such grievance was submitted at Step 1 of the Grievance Procedure.

24.21 (a) Where a grievance other than one based on a claim for unpaid wages is not progressed by the Brotherhood within the prescribed time limits the grievance will be considered to have been dropped. Where a decision with respect to such grievance is not rendered by the appropriate officer of the company within the prescribed time limits the grievance will be processed to the next step in the grievance procedure,

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

ARTICLE 25

Final Settlement of Disputes

25.1 Provision shall be made in the following manner for the final and binding settlement, without stoppage of work, of differences or disputes, including personal grievances, which arise concerning the application or interpretation of this Agreement governing rates of pay and working

conditions which cannot otherwise be disposed of between officers of the company and the Brotherhood.

25.2 .A grievance concerning the interpretation or alleged violation of this Agreement or an appeal by an employee that he/she has been unjustly disciplined or discharged and which is not settled at Step 3 may be referred by either party to the Canadian Railway Office of Arbitration for final and binding settlement without stoppage of work in accordance with the regulations of that office.

25.3 The 'request for arbitration must be made in writing within 60 calendar days following the decision rendered by the President by filling notice thereof with the Canadian Railway Office of Arbitration and on the same date by transmission of a copy of such filed notice to the other party.

25.4 The time limits as provided herein may be extended by mutual agreement.

ARTICLE 26

Health and Welfare

26.1 The company shall provide an Employee Benefit Plan which shall be in accordance with the provisions of the governing supplemental agreement.

26.2 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.

26.3 Life Insurance **Upon** Retirement

An employee who retires from the service with a company pension at or after age 65 will be provided a \$6,000.00 death benefit. If retirement on 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.

26.4 Continuation of Benefits

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

ARTICLE 27

Bereavement Leave

27.1 Upon the death of an employee's spouse or child the employee shall be entitled to four days' bereavement leave or upon the death of an employee's parent, brother, sister, step-parent, step-brother, step-sister, grandparent, father-in-law, mother-in-law, brother-in-law or sister-in-law, 3 days' bereavement leave without loss of pay provided he/she has not less than three months cumulative compensated service. It is the intent of this Article to provide for the granting of leave from work on the occasion of a death as aforesaid and for the payment of his/her regular wages for that period to the employee to whom leave is granted.

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

ARTICLE 28

General

28.1 Employees who do not handle company revenue who resign or are discharged will be paid off within 72 hours (Saturdays, Sundays and general holidays excepted), providing all company property is turned in .

28.2 Employees handling company revenue will be paid after Audit Office clearance is received and other company property is turned in.

28.3 Employees transferred by the company due to a change of home terminal will receive free transportation for themselves, dependent members of their family and household goods, in accordance with company's regulations.

28.4 Employees exercising seniority rights to a position which necessitates a change of residence will receive free transportation for themselves, dependent members of their family and household goods, in accordance with the company's regulations. Such free transportation under these circumstances will not be allowed more than once in each 12 month period. A free billing order to cover transportation of furniture and effects must be applied for and issued before shipment is arranged by employees.

28.5 Unless negligence is established employees will not be required to pay for lost, broken or damaged equipment.

28.6 When an employee is short paid 20 dollars or more, on request, a voucher will be issued to cover the shortage.

28.7 Where an automobile mileage allowance is paid, such allowance shall be:

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

28.8 At distant terminals, local arrangements will be made for the provision by the company of public or other transportation, to and from lodging accommodation, if the distance to such accommodation or other local factors so warrant.

ARTICLE 29

Employment Security and Income Maintenance Plan

29.1 The provisions of the governing supplemental agreement shall apply to all permanent and spare employees with respect to the Employment Security and Income Maintenance Plan.

ARTICLE 30

Jury Duty

30.1 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 31

Injured on Duty

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

ARTICLE 31A

Worker Compensation/Weekly Indemnity

31A.1 In order to facilitate the return to active duty, where an employee is deemed fit to return to modified work, by his/her attending physician, Worker Compensation or the company physician, he/she may be assigned, temporarily, to any position anywhere within his/her home terminal. The intent of this practice is to work towards returning injured



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

ARTICLE 32

Students

32.1 (a) Students may be hired, where warranted, to supplement the staff and to provide relief for regular employees.

(b) The rate of pay for students will be \$7.25 per hour. Such rate is not subject to general wage increases, but may be renegotiated from time to time.

(c) Students will only be hired under this Article during the period May 1 to September 15. They will be engaged for a specific period of time, will not accumulate seniority and will not obtain bidding rights. They will also not qualify for fringe benefits other than those required by law.

(d) In the event that employees bidding 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.

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, 1995 and thereafter until revised ~~or~~ superseded subject to three months notice by 'either party at any time after September 30, 1995.

Signed at North Bay, Ontario this 29th day of
August, 1994.

For the Employees:

M. Lesperance
Representative

For the Railway:

K. J. Wallace
President

North Bay, Ontario
April 26, 1982

8000-51G

Mr. A. Passaretti
Vice-President
B.M.W.E.

Mr. J.D. Hunter
National Vice-President
C.B.R.T. & G.W.

Mr. J.E. Platt
Vice-President
Bro. Rlwy. Signalmen

Mr. R.C. Smith
National Vice-President
B.R.A.C.

Dear 'Sirs:

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

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

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

Should the disabled employee subsequently recuperate, he/she shall be subject to displacement,

in which case such employee will exercise seniority rights. When a senior able-bodied employee believes that the provisions of this letter will result in undue hardship, the General Chairman may discuss the circumstances with the company.

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

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

Yours truly,

P.A. Dymont
General Manager

I Concur:

A. Passaretti
Vice-President
B.M.W.E.

J.E. Platt
Vice-President
Bro. Of Railroad Signalmen

J.D. Hunter
National Vice-President
C.B.R.T. & G.W.

R.C. Smith
National Vice-President
B.R.A.C.

Ontario Northland Railway

North Bay, Ontario
May 22, 1985

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

Dear Sir:

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

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

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

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

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

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

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

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

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

Yours truly,

P.A. Dymont
General Manager

**MEMORANDUM OF UNDERSTANDING BETWEEN
CANADIAN BROTHERHOOD OF RAILWAY, TRANSPORT AND
GENERAL WORKERS AND ONTARIO NORTHLAND RAILWAY
AFFECTING THE AGREEMENT GOVERNING
EMPLOYEES IN THE PASSENGER OPERATIONS DEPARTMENT**

As part of the Article III settlement the parties agreed in the administration of Article 7 of the Collective Agreement, to implement, on a trial basis, a calling hours arrangement for spareboard employees. The arrangement will be as follows:

- (1) Calling hours will be the one hour period commencing two hours prior to the reporting time for each train and continuing for one hour. For Train 121 the calling hour will commence 1 1/2 hours prior to reporting time. The present calling hour for Train 122 will be from 1000 to 1100 hours,
- (2) Employees must be available during calling hours.
- (3) They must, to the extent possible, keep their telephone lines clear.
- (4) When contacted, an employee must accept the assignment for which called.
- (5) After all vacancies have been filled, the person then standing first out on the board will be called within the calling hours and advised to remain available until the departure time of the train in the event of a last minute requirement.
- (6) Employees required for the Saturday train, will, if possible, be called during the afternoon calling hour on Friday. The person remaining first out on the board must be available on Saturday for the one hour prior to report time and up to the departure time of the train.
- (7) Should problems be encountered by either party in the administration of this arrangement, such problems. will be discussed locally by the parties and efforts made to resolve them.
- (8) Should suitable solutions to problems not be forthcoming, this arrangement shall be subject to cancellation by either party signatory to this arrangement on 30 calendar days notice,

Signed at North Bay, Ontario this 28th day of March
1985.

For the Company:

J.H. Singleton
Mgr. Passenger Oprs.

For the Brotherhood:

T.N. Stol
Representative