

**AGREEMENT NO. 5**

**Between**

**ONTARIO NORTHLAND RAILWAY**

**And**

**C.A.W. - LOCAL 103**

**Covering**

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

**Expires December 31, 2004**

## INDEX

| Article No..... | Page No.   |
|-----------------|--|
| 1               | Definitions ..... 1                                |
| 2               | Recognition and Scope ..... 2                      |
| 3               | Deduction of Union Dues ..... 3                    |
| 4               | Hours of Service & Overtime ..... 5                |
| 5.1             | Rates of Pay ..... 15                              |
| 6               | Lodging & Living Expenses ..... 16                 |
| 7               | Spare Employees ..... 17                           |
| 8               | General Holidays ..... 18                          |
| 9               | Vacations ..... 21                                 |
| 10              | Medical Examinations ..... 26                      |
| 11              | Seniority Status & Lists ..... 26                  |
| 12              | Bulletining and Filling Positions ..... 29         |
| 13              | Staff Reductions, Displacement and Recall ..... 32 |
| 14              | Exchanging Trips ..... 34                          |
| 15              | Uniforms ..... 34                                  |
| 16              | Training ..... 25                                  |
| 17              | Leave of Absence & Free Transportation ..... 36    |
| 18              | Reporting & Detention Time ..... 37                |
| 19              | Attending Court ..... 38                           |
| 20              | Held for Investigation ..... 38                    |
| 21              | Preservation of Rates ..... 38                     |
| 22              | Service Letters ..... 39                           |
| 23              | Composition of Crews ..... 39                      |
| 24              | Discipline & Grievances ..... 39                   |
| 25              | Final Settlement of Disputes ..... 43              |
| 26              | Health & Welfare ..... 44                          |
| 26.3            | Dental Plan ..... 44                               |
| 26.4            | Life Insurance Upon Retirement ..... 44            |
| 26.5            | Continuation of Benefits ..... 44                  |
| 27              | Bereavement Leave ..... 45                         |
| 28              | General ..... 45                                   |
| 29              | Employment Security ..... 46                       |
| 30              | Jury Duty ..... 47                                 |
| 31              | Injured on Duty ..... 47                           |
| 31A             | Worker Compensation<br>/Weekly Indemnity ..... 47  |
| 32              | Students ..... 48                                  |
|                 | Printing of Agreement ..... 49                     |
|                 | Duration of Agreement ..... 49                     |
|                 | Letters of Understanding ..... 53                  |
|                 | Memorandum of Understanding ..... 67               |
|                 | Employee Benefit Plan Supplemental ..... EBSPA     |
|                 | Employment Security and Income ..... ESIMA         |

## ALPHABETICAL INDEX

| Article No..... | Page No.   |
|-----------------|--|
| 19              | Attending Court ..... 38                           |
| 27              | Bereavement Leave ..... 45                         |
| 12              | Bulletining and Filling Positions ..... 29         |
| 23              | Composition of Crews..... 39                       |
| 26.5            | Continuation of Benefits ..... 44                  |
| 3               | Deduction of Union Dues ..... 3                    |
| 1               | Definitions ..... 1                                |
| 26.3            | Dental Plan ..... 44                               |
| 24              | Discipline & Grievances ..... 39                   |
|                 | Duration of Agreement ..... 49                     |
| 29              | Employment Security ..... 46                       |
| 14              | Exchanging Trips..... 34                           |
| 25              | Final Settlement of Disputes ..... 43              |
| 28              | General ..... 45                                   |
| 8               | General Holidays ..... 18                          |
| 26              | Health & Welfare ..... 44                          |
| 20              | Held for Investigation ..... 38                    |
| 4               | Hours of Service & Overtime ..... 5                |
| 31              | Injured on Duty ..... 47                           |
| 30              | Jury Duty ..... 47                                 |
| 17              | Leave of Absence & Free Transportation ..... 36    |
| 26.4            | Life Insurance Upon Retirement ..... 44            |
| 6               | Lodging & Living Expenses..... 16                  |
| 10              | Medical Examinations ..... 26                      |
| 21              | Preservation of Rates..... 38                      |
| 5.1             | Rates of Pay..... 15                               |
| 2               | Recognition and Scope ..... 2                      |
| 18              | Reporting & Detention Time..... 37                 |
| 11              | Seniority Status & Lists ..... 26                  |
| 22              | Service Letters ..... 39                           |
| 7               | Spare Employees ..... 17                           |
| 13              | Staff Reductions, Displacement and Recall ..... 32 |
| 32              | Students ..... 48                                  |
| 16              | Training..... 35                                   |
| 15              | Uniforms ..... 34                                  |
| 9               | Vacations ..... 21                                 |
| 31A             | Worker Compensation/Weekly Indemnity ..... 47      |
|                 | Letters of Understanding..... 53                   |
|                 | Memorandum of Understanding ..... 67               |

Employee Benefit Plan Supplemental  
Agreement .....EBPSA  
Employment Security and Income  
Maintenance Agreement .....ESIMA

## 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 Local Union.  
"Locally Arranged" - any agreement between the local supervisory officer of the company and the Local Chairperson of the Local Union.
- (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 National Automobile, Aerospace, Transportation & General Workers Union (CAW - Canada) 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 Union 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 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 CAW - Canada in accordance with its constitutional provisions. The provisions of this Article shall be applicable to the CAW - Canada on receipt of the company of notice in writing from the Local Union 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 Local Union shall be excepted from dues deduction.
- 3.4** Membership in the Union signatory hereto shall be available to any employee eligible under the constitution of the CAW - Canada 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 which will include their names, addresses and telephone numbers shall be remitted by the railway to the Local Union Financial Secretary not later than 40 calendar days following the pay period in which the deductions are made. 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.
- 3.10** The company 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 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 Local Union, 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 Local Union.

**3.11** The question of what, if any, compensation shall be paid to the company 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 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 Union counsel fees are incurred these shall be borne by the Union. Save as aforesaid the Union 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<br>Credited | Hours<br>Paid |
|----------------------|-------------------|---------------|
| 1st four-week period | 140               | 160           |
| 2nd four-week period | 165               | 160           |
|                      | 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<br>Credited | Hours<br>Paid |
| 1st four-week period      | 150               | 160           |
| 2nd four-week period      | <u>190</u>        | <u>160</u>    |
|                           | 340               | 320           |
| Adjustment 20 hours @ 1 ½ | <u>*30</u>        |               |
|                           | 350               |               |

\* 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:

$$\frac{\text{No. of Days Worked (including layover days)} \times 320}{\text{No of Days in 8-week period}}$$

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

Basic 8-week hours 320

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

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

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 turn around 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).

(c) 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 / 02<br>2% | Jan. 1/ 03<br>3% | Jan. 1/04<br>4% |
|-----------------------|-------------------|------------------|-----------------|
| Steward               | \$810.14          | \$ 834.44        | \$867.82        |
| Steward (Counter Car) | 769.15            | 792.23           | 823.91          |
| Steward Waiter        | 800.17            | 824.17           | 857.14          |
| Waiter                | 684.12            | 704.65           | 732.83          |
| Waiter (Counter Car)  | 663.73            | 683.65           | 710.99          |
| Chef                  | 800.17            | 824.17           | 857.14          |
| Cook                  | 736.19            | 758.27           | 788.60          |
| Kitchen Assistant     | 663.73            | 683.65           | 710.99          |
| Host/Hostess          | 731.77            | 753.72           | 783.87          |
| Train Attendant       | 672.91            | 693.10           | 720.83          |
| Student hourly        | 8.6353            | 8.8944           | 9.2502          |

**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.

**5.3** All employees will be required to enroll in mandatory direct deposit.

## **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 judgement 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 10 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, parental/maternity and adoption leave will be included in determining the 10 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**

### **Vacations**

**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 for less than twenty-one (21) days duration, 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 Local Union and Local Chairperson 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 Local Union.

**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 Local Union.

**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.

**11.10** Employees hired after April 1, 1996 and who are subsequently laid off for a consecutive period of twenty-four (24) months will be removed from the seniority list.

## **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 five (5) days in places accessible to all employees affected. Copies of all bulletins issued under this Article shall be furnished to the Local Chairperson and the Local President 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 fourteen (14) calendar days' duration or more, shall be bulletined within five calendar days of the vacancy occurring except as provided for in Article 12.1. See Article 9.17.



**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 5 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 Local President if possible prior to posting.

**12.5** Applications for positions must be submitted in writing to the designated officer of the company within five (5) 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 five (5) 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,
- (iii) 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 Chairperson 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 fourteen (14) 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 Chairperson 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 Chairperson.

**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 Union upon the request of the Local Chairperson or the Local President.
- 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 Union 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 the Local President.
- 17.7** The names of employees on authorized leave of absence shall be continued on the seniority list.
- 17.8** Upon notification, an employee who must serve a period of incarceration as a result of a conviction arising from the operation or use of a motor vehicle, shall be granted a leave of absence without pay of up to six (6) months in order to serve the period of incarceration. Such period of leave will not be credited towards accumulation of service.
- 17.9** 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.

## 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.

**24.2** Employees will not be held out of service for minor offences. Minor offences are defined as offences not involving suspension or dismissal. Should an employee be held out of service for such serious offence, he/she will continue to receive pay pending the complete investigation. Notice will be provided to the local chairperson.

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

**24.5** 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.

**24.6** (a) All evidence will be made available to the authorized Local Union representatives at the company office and in advance of the hearing if he/she so desires.



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

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

**24.7** When employees are required to make formal statement on matter affecting the agreement, company working rules or compensation, a duly authorized union representative shall be present. When employees are required to make formal statements on matter not affecting the agreement, company working rules or compensation, the employee have fellow employee or an accredited representative of the union present.

**24.8** 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.

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

**24.10** 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.

**24.11** 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.

**24.12** 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.

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

**24.14** If the decision is considered unjust, an appeal may be made in writing within fourteen (14) calendar days in accordance with Article 24.16, Step 3. Should the decision involve a suspension or dismissal, the appeal shall be made in writing within fourteen (14) calendar days directly to the President ONTC. Such appeal shall set forth the grounds upon which it is made

**24.15** 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.

**24.16** 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 fourteen (14) calendar days from cause of grievance or complaint the Local Chairperson may present the grievance or complaint in writing on a form supplied by the company to the immediate supervisor who will give a decision as soon as possible but in any case within fourteen (14) calendar days of receipt of grievance.

### **Step 2**

Within 28 calendar days of receiving decision under Step 1 the Local Chairperson may appeal in writing to the Operations Manager. A decision will be rendered within fourteen (14) calendar days of receiving appeal.

### **Step 3**

Within twenty-eight (28) calendar days of receiving a decision under Step 2, the Local Chairperson or Local President may appeal to the Senior Director Passenger Services (except for appeal of suspension or dismissal, in which case the appeal shall go to the President ONTC). Appeal concerning violation of agreement will state the Article and paragraph violated and the nature of the violation. A decision will be rendered within twenty eight (28) calendar days of receiving appeal.

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

**24.17** The settlement of a dispute 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.

**24.18 (a)** Where a grievance other than one based on a claim for unpaid wages is not progressed by the CAW - Canada 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 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 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 Union.

**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 Same Sex Benefits**

Bereavement leave, dental and extended health care coverage will be extended to individuals of the same sex who are in a spousal relationship with an employee.

#### **26.3 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.

#### **26.4 Life Insurance Upon Retirement**

An employee who retires from the service with a company pension at or after age 65 will be provided a \$7,000.00 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.

#### **26.5 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, child or parent the employee shall be entitled to five days bereavement leave or upon the death of an employee's, brother, sister, step-parent, step-brother, step-sister, grandparent, grandchild, 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.

**27.2** 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 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, the Company's policy will apply.

**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.

**31A.2** In the event that an employee's claim for worker's compensation benefits is challenged either by the Company or the Worker's Compensation Board, or if such claim is delayed for more than two weeks, from the time reported, the employee may apply for Weekly Indemnity benefits. Applications for Weekly Indemnity benefits under this provision, will be processed in the normal manner as regular weekly indemnity claims and will be adjudicated in accordance with our weekly indemnity provisions excluding the requirement that the injury/illness cannot be work related. In making application for weekly indemnity benefits under this provision the employee will be required to complete a waiver directing that should the WSIB claim be approved, WSIB will reimburse the Company's insurance carrier directly. This means that the employee must submit both parts A and B of the weekly indemnity claim and provide additional information if required.

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

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

(d) In the event that employees 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.

## **ARTICLE 33**

### **Printing of Agreement**

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

### **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, 2004 and thereafter until revised or superseded subject to four months notice by either party at any time after August 31, 2004.

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

For ONTC:

---

R. Hains  
Executive Vice-President

For the Unions:

---

P.G. Koning  
General Chairperson  
United Transportation Union

---

L. Brassard  
Local Chairperson United  
Transportation Union

---

D. Selin  
Yard Representative  
United Transportation Union

---

R. Leclerc  
General Chairperson Brotherhood  
of Locomotive Engineers

---

S. O'Donnell  
Local Chairman Brotherhood of  
Locomotive Engineers

---

C. Yantha  
Vice Local Chairman  
Brotherhood of  
Locomotive Engineers

---

R. Marleau  
Chief Steward  
United Steelworkers of  
America Local 1976

---

G. Louttit

Local Chairman  
International Brotherhood  
of Electrical Workers

---

J. Dutra  
System Federation  
General Chairman Brotherhood of  
Maintenance of Way Employees

---

R. Paulin  
Local Chairman  
Brotherhood of Maintenance of  
Way Employees

---

A. Mitchell  
President  
CAW Local 103



---

S. Brown  
CAW Local 103

---

S. Caverly  
CAW Local 103

---

D. Graham  
CAW Local 103

---

T. McBean  
CAW Local 103

---

K. Morgan  
CAW Local 103

---

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



## Letters of Understanding



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/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,

P.A. Dymont,  
General Manager



**Attachment 'A'**

**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

## Attachment 'B'

### STATEMENT OF COMMITMENT

The Canadian Auto Workers Local 103 and Management of the Passenger Services Department 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 #5, to accommodate Passenger Services Department employees who become disabled.

Gord Ryan  
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 Passenger Services 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 Passenger Services 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.

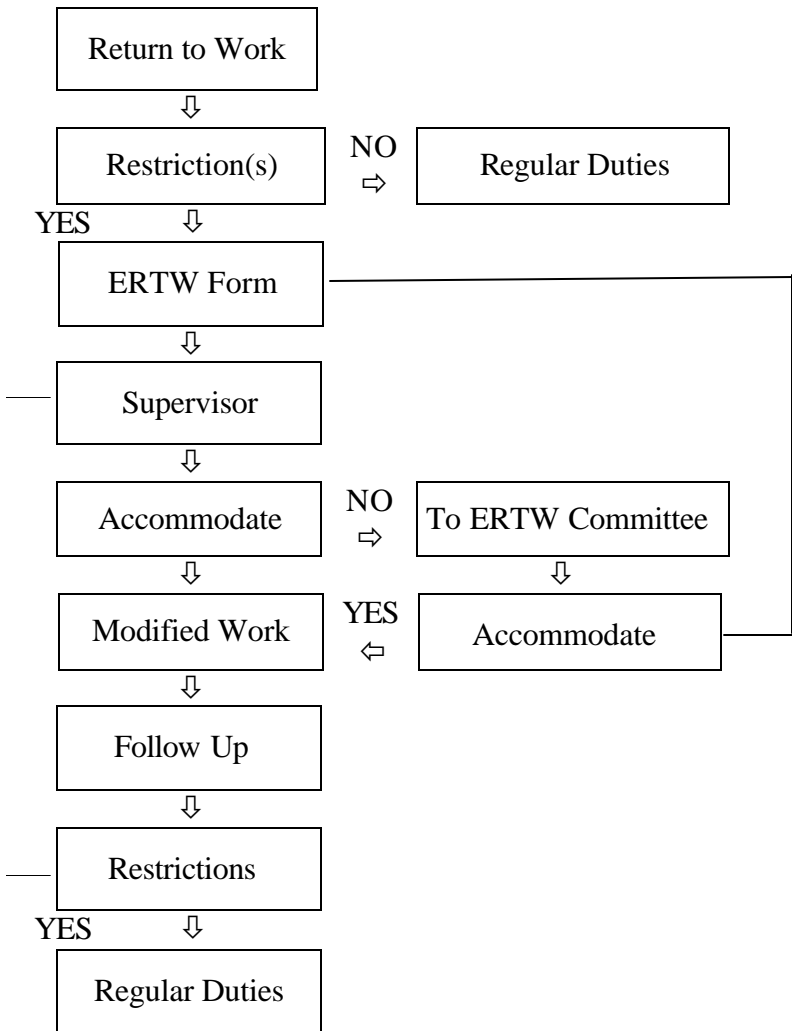
If the supervisor is unable to accommodate the restrictions or is unable to determine whether the restriction can be accommodated within two (2) working days (a), the Joint ERTW Committee consisting of 1 Passenger Services Department rep, 1 HR rep and 1 Union rep, will conduct a review to consider broader opportunities or alternative employment within the Passenger Services Department, 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 costs 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.



**Attachment D**

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:

For the Company:

\_\_\_\_\_  
Brotherhood of  
Locomotive Engineers

\_\_\_\_\_  
R. Hains  
Executive Vice-President

\_\_\_\_\_  
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

**Attachment 'E'**

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

Mr. S. O'Donnell  
Local Chairman  
Brotherhood of Locomotive Engineers

Mr. P. Koning  
General Chairperson  
United Transportation Union

Dear Sirs:

To follow up on our discussions concerning an amendment to the pension plan for the buy back of lost pensionable service this will confirm the commitment of management to have the buy back amendment presented to the Commission in an attempt to gain approval.

Sincerely,

R. Hains  
Executive Vice-President



## Memorandum of Understanding





**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:

For the CAW - Canada:

J.H. Singleton  
Mgr. Passenger Oprs.

T.N. Stol  
Representative



**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<br>Severance Payments  | ESIMA 7  |
| 5   | Training of Employees   | ESIMA 15 |
| 6   | Relocation Expenses   | ESIMA 18 |
| 7   | Employment Security   | ESIMA 24 |
| 7A  | Preferred Employment Security   | ESIMA 25 |
| 8   | Technological, Operational and<br>Organizational Changes  | ESIMA 27 |
| 9   | Government Assistance Program   | ESIMA 31 |
| 10  | Seasonal Employees  | ESIMA 31 |
| 11  | Casual and Part-time Employees  | ESIMA 31 |
| 12  | Non Applicability of Sections 150,<br>152 and 153, Part V and Sections<br>60.11 to 60.15 inclusive, Part III<br>of the Canada Labour Code | ESIMA 32 |
| 13  | Amendments  | ESIMA 32 |
| 14  | Commencement  | ESIMA 32 |
| 15  | Duration  | ESIMA 32 |
|     | Appendix A  | ESIMA 36 |

THIS AGREEMENT IS:

between

**ONTARIO NORTHLAND TRANSPORTATION  
COMMISSION**

called "the Company"

of the One Part

and

**ASSOCIATED RAILWAY UNIONS**

of the Other Part

**Preamble**

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

## ARTICLE 1

### Definitions

- A.** "Employment Security" means that an employee who has completed 8 years of Cumulative Compensated Service with the Company will have Employment Security as provided in Article 7.
- B.** "Preferred Employment Security" means that an employee who has 7 years of service with the company will have preferred Employment Security as provided in Article 7A.
- C.** "Continuous Employment Relationship or Service" means an employee whose employment relationship with the company is unbroken by resignation or termination
- D.** "Eligible Employee" means an employee of the company represented by the Unions is eligible for the benefits pursuant to the eligibility requirements of Articles 4 or 6.
- E.** "Basic Weekly Rate" means the Basic Weekly Rate of pay applicable to the positions held at the time of change. (Hourly rated employees, 40 x the basic hourly rate; seasonal and spare employees, 80 percent of average weekly earnings over the eight weeks preceding layoff.)
- F.** "Seniority District/Territory" means that Seniority District/Territory as defined in Collective Agreement # 5.
- G.** "The Plan" means the benefits and terms and conditions relating thereto as agreed for the employees of the Company, as defined herein, which benefit, terms and conditions appear in this Agreement.
- H.** "Cumulative Compensated Service" means:
- (i) One month of Cumulative Compensated Service will consist of 21 days or major portion thereof.
  - (ii) Twelve months of Cumulative Compensated Service calculated from the last date of entry into the Company's service as a new employee. For partial year credit, six or more months of Cumulative Compensated Service shall be considered as the

major portion thereof and shall be counted as a year of credit towards computation of severance 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 20th day of January, 2003.

## **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 or deferred remuneration or severance pay benefits are not reduced or increased by payments received under this plan.

## **ARTICLE 2**

### **Grievance Procedure and Final Disposition of Disputes**

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

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

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

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



## ARTICLE 3

### Administration of the Plan

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

**3.2 (a)** Notwithstanding the provisions of Article 3.1 the following types of cases not specifically covered by The Plan may be considered by the parties for adjudication and payment of benefits, but such cases shall not be subject to arbitration:

(i) special case(s) involving extenuating circumstances

(ii) special case(s) of temporary layoffs of not more than 16 weeks lending themselves to an orderly implementation of layoff procedures based on the principle of inverse seniority. Where it

is agreed that such special case(s) exists, this principle is to be applied at the work location where the layoffs are occurring, and on an optional bases, after all employees with less than two years service have been laid off.

(iii) special case(s) of permanent staff reductions lending themselves to special offers of optional early retirement separation allowances to employees eligible, or within one year of eligibility, to retire under Company pension rules so as to prevent the otherwise unavoidable relocation and permanent separation of employees with two or more years' service. The separation allowance to apply in each such special case of optional early retirement is to be a lump sum payment calculated on the basis of the following formula:

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

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

(b) One week's salary shall be the employee's Basic Weekly Rate at the time of the 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<br/>Years of Cumulative<br/>Compensated Service</u> | <u>Weekly Benefits Payable<br/>for each Period of Layoff</u> |
|---|--|
| 20 yrs. or more but<br>less than 25 years                                       | 3 years  |
| 25 yrs. or more but<br>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 seven-day waiting period in order to establish eligibility for weekly layoff benefits, except that once an employee has been on layoff for more than seven days, and is recalled to work for a period of less than ninety calendar days, such employee will immediately become eligible for weekly layoff benefits upon layoff within such ninety days.

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

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

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

(c) An employee who, on being laid off, does not qualify under paragraph (i) of Article 4.4(a) shall, if still laid off in the next calendar year, qualify under said paragraph (i) if at the beginning of said next calendar year he/she has two years of continuous employment relationship. The seven-day waiting period provided in paragraph (ii) of Article 4.4(a) shall commence from the 1st day of January of that year.

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

(i) During any day or period in which his/her employment is interrupted by leave of absence for any reason, sickness, injury disciplinary action (including time held out of service pending investigation), failure to exercise seniority (except as otherwise expressly provided for in Clause (d)(ii) of this

Article 4.4), to retirement, Act of God, including, but not limited to fire, flood, tempest, or earthquake or a reduction 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 YEAR'S SERVICE:

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

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

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

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

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

(ii) During any week following the seven day waiting period referred to in Article 4.4, in which an Eligible Employee is not eligible for unemployment insurance benefits account eligibility for such benefits having been exhausted or account such employee not being insured for unemployment insurance

benefits, or account unemployment insurance waiting period, such employee may claim a weekly layoff benefit for each complete week of seven calendar days laid off of an amount which when added to the employee's outside earnings for such week, will result in the employee receiving 80 percent of his/ her Basic Weekly Rate at time of layoff.

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

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

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

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

(b) Temporary recall for less than five working days

An employee who has qualified for weekly layoff benefits in accordance with Clause (a) of Article 4.4 will not have his/her weekly benefit payment reduced for any claim week during which he/she returned to the service temporarily for less than five working days.

### **Example of Payments for Part Week on Recall**

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

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

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

#### Plan Claim Week 1

Nil (waiting period)

#### Plan Claim Week 2

- (i) employee with less than 20 years of service - unemployment insurance maximum - \$426. (from The Plan).
- (ii) employee with 20 or more years of service - (80% x \$600. = \$480.) from The Plan





Plan Claim Weeks 3, 4 and 5

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

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

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

Deduct unemployment insurance allowable earnings 25% of employee's unemployment insurance entitlement of \$426 .**\$106.**

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

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

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

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

Unemployment insurance entitlement..... **\$292.**  
From The Plan..... **\$ 68.**

TOTAL ..... **\$480.**

**Severance Payment**

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

(i) For each of the first ten years - one week's basic weekly pay

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

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

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

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

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

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

(b) An employee with 20 years of Cumulative Compensated Service who is laid off and unable to hold work on his/her basic Seniority Territory will have his/her group life insurance continued during the period of layoff, up to a maximum period of two years from date of layoff.

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

**4.10** Any agreement reached between parties will not be valid in respect of benefits under The Plan unless approved by the

Canada Employment and Immigration Commission on the unemployment insurance payments by reason of supplemental unemployment benefits. Notwithstanding anything contained in The Plan, no Eligible Employee will receive for any week, a layoff payment under The Plan in excess of that which can be allowed the employee without any reduction in his/her unemployment insurance payment.

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

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

## **ARTICLE 5**

### **Training of Employees**

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

employees, 40 x the basic hourly rate: seasonal and spare employees, 40 x the average hourly earnings over the eight weeks preceding layoff).

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

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

(b) will be adversely affected by a notice served pursuant to Article 8 of The Plan requiring an employee to relocate or suffer a substantial reduction in his/her rate of pay, will be considered for training for another position within or without his/her seniority group, providing he/she has the suitability and adaptability to perform the duties of that position and provided he/she has indicated a willingness to work in the job for which he/she may be trained whenever vacancies exist.

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

(a) at training classes conducted by qualified Company personnel

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

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

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

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

(iii) in the case of employees with 20 or more years of Cumulative Compensated Service, include the possibility of qualifying the employee for employment within or without the railway industry.

**5.4** An employee covered by the provisions of Article 5.2 will

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

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

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

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

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

## ARTICLE 6

### Relocation Expenses

#### Eligibility

**6.1** To be eligible for relocation expenses an employee:

- (a) must have been laid off or displaced, under conditions where such layoff or displacement is likely to be of a permanent nature, with the result that no work is available at his/her home location and in order to hold other work in the Company, such employee is required to relocate; or
- (b) must be engaged in work which has been transferred to a new location and the employment moves at the instance of the Company; or
- (c) must be affected by a notice which has been issued under Article 8 of The Plan and he/she chooses to relocate as a result of receiving an appointment on a bulletined permanent vacancy which at the time is not subject to notice of abolishment under Article 8 of The Plan and such relocation takes place in advance of the date of the change provided this will not result in additional moves being made; or
- (d) must have Employment Security under the provisions of Article 7 or preferred employment security under Article 7A and be required to relocate to hold work under the provisions of Article 7 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. 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. for an employee without dependants and that an additional amount of \$65. will be paid for each dependant for meals and temporary living accommodation. Receipts will be required for rail and bus transportation.

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

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

**6.8 (a)** Except as otherwise provided in Article 6.8(c), reimbursement of up to \$14,000. for loss sustained on the sale of a relocating employee's private home which he/she occupied as a year-round residence. Loss sustained is determined as the difference between the value determined at the outset plus any real estate agent fees, legal fees, including those legal fees on purchase of a home at the new location, and any mortgage closure penalties, and the amount established as the selling price in the deed of sale.

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

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

(i) should a change take place involving relocation of

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

(ii) should a change occur involving relocation of Company employees covered by The Plan as well as Company employees covered by other collective agreements, the maximum amount of \$14,000. 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. which will be payable for a maximum of 12 months from the date of transfer to his/her new location. Should an employee elect to transfer to other locations during such twelve month period following the date of transfer, he/she shall continue to receive the monthly allowance referred to above, but subject to the aforesaid 12-month limitation.

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

**6.11** (a) Alternatively to Article 6.8, the cost of terminating an unexpired lease and legal costs connected therewith up to a value of three months' rent where the relocation employee was renting a dwelling, will be paid. Should the law require payment of more than three months' rent in order to terminate a lease, such additional amount will be paid providing the employee first secures the Company's approval to pay in excess of the three month's rent.

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

### **Appraisal Procedure**

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

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

(b) Within 15 working days from date of receipt of employee's

advice of his/her desire to sell his/her home, the Company officer shall arrange a second appraisal of the home. The fair market value shall be the average of the 2 appraisals provided they are not in excess of 10%.

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

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

(e) The employee and Company officer concerned shall endeavour to mutually agree upon the independent appraiser referred to in Article 6.12(e). If they are 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 percent 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 lock outs in the railway industry.

## **ARTICLE 8**

### **Technological, Operational and Organizational Changes**

**8.1** The Company will not put into effect any technological, operational or organizational change of a permanent nature which will have adverse effects on employees without giving as much advance notice as possible to the Local Chairperson representing such employees or other such other officer as may be named, by the Union concerned, to receive such notices. In any event, not less than three month's notice shall be given, with a full description thereof and with appropriate details as to the consequent changes in working conditions and the expected number of employees who would be adversely affected.

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

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

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

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

**8.6** If the Board of Review is unable to resolve the differences within a fixed period of time to be determined at the commencement of its meetings, or some mutually agreed extension thereof, the matters in dispute may be referred for final and binding settlement to an arbitrator as set out in Article 2.10

of The Plan. The matters to be decided by the arbitrator shall not include any question as to the right of the Company to make the change, which right the Unions acknowledge, and shall be confined to items not otherwise dealt with in The Plan.

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

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



## Maintenance of Basic Rates

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

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

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

- (i) the dollar value of the incumbent above the prevailing job rate has been maintained for a period of three years, and thereafter until subsequent general wage increases applied on the basic rate of the position he/she is holding erase the incumbent differential; or
- (ii) the employee fails to apply for a position, the basic rate of which is higher, by an amount of \$2.00 per week or more than the basic rate of the position which he/she is presently holding and for which he/she is qualified at the location where he/she is employed; or
- (iii) the employee's services are terminated by discharge, resignation, death or retirement.

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

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

| Date            | Basic Rate | Level                 |
|-----------------|------------|-----------------------|
| Oct.1, Yr.1     | \$450.00   | \$500.00              |
| Jan.1, Yr.2(4%) | 468.00     | 518.00                |
| Jan.1, Yr.3(3%) | 482.04     | 532.04                |
| Jan.1, Yr.4(3%) | 496.50     | 546.50                |
| Jan.1, Yr.5(3%) | 511.40     | 546.50                |
| Jan.1, Yr.6(3%) | 526.64     | 546.50                |
| Jan.1, Yr.7(3%) | 542.54     | 546.50                |
| 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 forty-hour week basis.

#### **Example-Four-Week Guarantee**

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

#### **Example-Standby Earnings**

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

## **ARTICLE 9**

### **Government Assistance Program**

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

## **ARTICLE 10**

### **Seasonal Employees**

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

## **ARTICLE 11**

### **Casual and Part Time Employees**

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

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

## **ARTICLE 12**

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

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

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

**ARTICLE 13**

**Amendment**

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

**ARTICLE 14**

**Commencement**

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

**ARTICLE 15**

**Duration**

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

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

IN WITNESS WHEREOF the parties hereto have caused The Plan to be executed this 20th day of January, 2003 at North Bay, Ontario.

For ONTC:

For the Unions:

\_\_\_\_\_  
R. Hains  
Executive Vice-President

\_\_\_\_\_  
P.G. Koning  
General Chairperson  
United Transportation Union

\_\_\_\_\_  
L. Brassard  
Local Chairperson United  
Transportation Union

\_\_\_\_\_  
D. Selin  
Yard Representative

United Transportation Union

---

R. Leclerc  
General Chairperson  
Brotherhood of Locomotive  
Engineers

---

S. O'Donnell  
Local Chairman Brotherhood of  
Locomotive Engineers

---

C. Yantha  
Vice Local Chairman  
Brotherhood of  
Locomotive Engineers

---

R. Marleau  
Chief Steward  
United Steelworkers of  
America Local 1976

---

G. Louttit  
Local Chairman  
International Brotherhood  
of Electrical Workers

---

J. Dutra  
System Federation  
General Chairman Brotherhood of  
Maintenance of Way Employees

---

R. Paulin  
Local Chairman  
Brotherhood of Maintenance of  
Way Employees

---

A. Mitchell  
President  
CAW Local 103

---

S. Brown  
CAW Local 103

---

S. Caverly  
CAW Local 103

---

D. Graham  
CAW Local 103

---

T. McBean  
CAW Local 103

---

K. Morgan  
CAW Local 103

---

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

**APPENDIX "A"**

| <b>Organization</b>   | <b>Classification</b>   |
|---|---|
| <b>B.M.W.E.</b><br>Brotherhood of Mtce<br>of Way Employees  | 7.1 All BMWWE employees in Track<br>and B & B Departments<br><br>Work Equipment and Welding<br>Employees<br><br>7.2 Extra Gang Labourers                                    |
| <b>I.B.E.W.</b><br>International Bro. of<br>Electrical Workers  | Signal Foreman<br>Signal Technician<br>Asst. Signal Tech.<br>6 Signal Maintainer<br>Signal Assistant<br>Signal Apprentice<br>Signal Helper                                  |
| <b>CAW</b><br>National Automobile,<br>Aerospace,<br>Transportation and<br>General Workers<br>Union of Canada<br>Local 103 | 1 Office Clerks<br><br>4 Clerks and Other Classes of<br>Employees including Stores<br>Dept. (except office)<br><br>5 Train Service Employees,<br>Passenger Operations Dept. |
| <b>USWA</b><br>United Steelworkers<br>of America<br>Local 1976  | 2 Train Operations-Agents,<br>Operators Dispatchers<br><br>3 Telecommunications<br>Employees  |



**EMPLOYEE BENEFIT PLAN  
SUPPLEMENTAL AGREEMENT**

**BETWEEN**

**ONTARIO NORTHLAND  
TRANSPORTATION COMMISSION**

**AND**

**ASSOCIATED RAILWAY UNIONS**  
(representing the Unions Signatory hereto)



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

1. An eligible employee shall be entitled to:
  - (a) Life Insurance coverage in the amount of \$43,000. with double indemnity provision for accidental death, details of which are contained in Appendix "A".
  - (b) Weekly Indemnity Benefits up to 26 weeks from wage loss on account of sickness or non-occupational accident of 70% of base pay up to a maximum of \$560. 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 February 1, 2003.

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, 2004 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, 2004.

Signed at North Bay, Ontario this 20<sup>th</sup> day of January, 2003.

For ONTC:

\_\_\_\_\_  
R. Hains  
Executive Vice-President

For the Unions:

\_\_\_\_\_  
P.G. Koning  
General Chairperson  
United Transportation Union

\_\_\_\_\_  
L. Brassard  
Local Chairperson United  
Transportation Union

\_\_\_\_\_  
D. Selin  
Yard Representative  
United Transportation Union

\_\_\_\_\_  
R. Leclerc  
General Chairperson Brotherhood  
of Locomotive Engineers

\_\_\_\_\_  
S. O'Donnell  
Local Chairman Brotherhood of  
Locomotive Engineers

\_\_\_\_\_  
C. Yantha  
Vice Local Chairman  
Brotherhood of

## Locomotive Engineers

---

R. Marleau  
Chief Steward  
United Steelworkers of  
America Local 1976

---

G. Louttit  
Local Chairman  
International Brotherhood  
of Electrical Workers

---

J. Dutra  
System Federation  
General Chairman Brotherhood of  
Maintenance of Way Employees

---

R. Paulin  
Local Chairman  
Brotherhood of Maintenance of  
Way Employees

---

A. Mitchell  
President  
CAW Local 103

---

S. Brown  
CAW Local 103

---

S. Caverly  
CAW Local 103

---

D. Graham  
CAW Local 103

---

T. McBean  
CAW Local 103

---

K. Morgan  
CAW Local 103

---

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

## **APPENDIX "A"**

### **LIFE INSURANCE BENEFITS**

1. Effective February 1, 2003 each eligible employee will be covered in a group policy with life insurance in the amount of \$43,000. with a double indemnity provision on a 24 hour basis for accidental death.

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

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

### **2. Conversion Privilege**

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

### **3. Beneficiary**

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

#### **4. Disability Benefits**

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

#### **5. Assignment**

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

#### **6. Termination of Insurance**

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

### **APPENDIX "B"**

#### **WEEKLY INDEMNITY BENEFITS**

1. (a) Effective February 1, 2003 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 \$560. per week.

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

(b) Weekly Indemnity benefits will commence for eligible employees from the first day in case of accidental injury, from the first day of sickness if hospitalized during the period of the claim and from the third day in other cases of sickness. Payments will be made for up to 15 weeks. If an employee continues to be disabled under this 15 week period and if he/ she is eligible for Employment Insurance sickness benefits, he/she will be required to claim such EI sickness benefits. Following the exhaustion of such EI sickness benefits, an employee will continue to be eligible for weekly indemnity benefits for a period of up to 11 weeks without any further waiting period. In the event an employee is not eligible to receive EI sickness benefits, he/she would be immediately eligible to receive weekly indemnity benefits for the remaining 11 weeks of the 26 weeks period.

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

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

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

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



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

Benefits will not be payable:

- (a) for any period of disability during which the employee is not under the care of licensed physician, surgeon or chiropractor;
- (b) for any period during which the employee is receiving benefits under Provincial Workers' Compensation legislation, unless compensation is payable in respect of a previously incurred partial disability which permits continuation of his/her employment;
- (c) for any accident or sickness for which an employee is receiving benefits under Provincial Workers' Compensation legislation,
- (d) for any period during which an employee is entitled to sickness or disability benefits from the Employment Insurance Program in accordance with Section 1(c) of this Appendix "B"; (see Note 1);
- (e) In respect of an accident which occurs while the employee is performing any work for wages or profit other than on behalf of the company;
- (f) if the employee is drawing vacation pay or pay for general holidays or is on strike; (see Note 2);
- (g) for intentionally self-inflicted injury, or injury resulting from war, insurrection or participation in a riot;
- (h) for absence from work due to pregnancy leave;
- (i) for any period during which an employee is engaged in any occupation for wages or profit;
- (j) when an employee is laid off, or on leave of absence (see Note 3).

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

### **Explanation of Notes**

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

## **APPENDIX "C"**

### **MEDICARE ALLOWANCES**

1. Allowances will be paid by the Company for medical-surgical benefits to be applied against payments provided for under any government medical care program as follows:

- (a) Eligible employees, regardless of marital status, resident in the Province of Quebec, an allowance of \$10.00 per month.
- (b) Eligible employees resident in the Province of Ontario

Monthly allowances as follows:

|                              |         |
|------------------------------|---------|
| Employees with no dependants | \$22.50 |
| Employees with dependants    | \$45.00 |

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

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

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

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

- (i) If he/she is resident in a province where a medicare premium or medicare tax is payable, he/she will be eligible for the amount of such premium or tax up to the maximum amount stipulated in Section 1 of this Appendix, or such lesser amount as is required to pay the premium or tax in such province.
- (ii) If he/she is resident in a province where no medicare premium or medicare tax is required, no payment will be made.

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

**Note:**

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

## APPENDIX "D"

### PAID MATERNITY LEAVE PLAN

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

## APPENDIX "E"

### EXTENDED HEALTH CARE BENEFITS

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

#### a) **Hospital Benefit**

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

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

**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) **Major Medical Benefit**

- The Major Medical Benefit portion of the plan is subject to a deductible of \$25.00 per family, per calendar year.
- This benefit is subject to a lifetime maximum amount of \$43,000. per individual.

- The Major Medical expenses are subject to 80% reimbursement for the following covered expenses:
- Services of a licensed physiotherapist
- Services of a registered nurse
  - charges for home nursing care, by a registered nurse (R.N.) or when unavailable a registered nursing assistant (R.N.A.) who:
    - is not a member of your family; and
    - does not normally live in your home;
    - when ordered by a licensed doctor (M.D.) as medically necessary for a disability that requires the specialized training of an R.N. or R.N.A.
  - charges for nursing care in a hospital if such charges are not covered under the insured person's Provincial Health Plan, by a Registered Nurse (R.N.) or when unavailable a Registered Nursing Assistant (R.N.A.) who:
    - is not a member of your family; and
    - does not normally live in your home.
- Diagnostic and x-ray services, blood and blood plasma, oxygen and rental of equipment for its administration
- Purchase of durable medical equipment, crutches, artificial limbs, etc., including elastic support stockings and orthopaedic shoes
- Rental or purchase of a wheelchair, hospital bed or iron lung
- Licensed ambulance, including air ambulance to and from the nearest hospital
- Dental treatment for accidental injury to natural teeth

### **Expenses Not Covered:**

No payment is made for the following expenses:

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

### **General Exclusions**

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

- injury sustained by employees while working for pay or profit other than with their employer
- injury of a dependent while working for pay or profit, any portion of medical expense covered under Workers' Compensation or similar program

- services to which the patient is entitled without charge, or for which there would be no charge if there were no coverage
- services, or portions thereof, provided under government sponsored programs

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

### **Co-ordination of Benefits**

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

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

## APPENDIX "F"

### DENTAL CARE BENEFITS

The Dental Care Plan provides for coverage of 100% of the expenses for routine dental care and 50% of expenses for major dental care subject to a calendar year deductible of \$35.00 per person, but not more than \$35.00 per family to a maximum annual benefit of \$1,325. per person. Eligible employees and their dependants will be covered for expenses as follows:

#### **Routine Care**

Charges up to the maximum benefit for:

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

#### **Dentures, Crowns and Bridge Work**

Charges up to the benefit maximum for:

- provision of crowns, inlays and onlays
- provision of an initial prosthodontic appliance (e.g. fixed bridge restoration, removable partial or complete dentures)
- replacement of an existing prosthodontic appliance if:
  - (a) it is over five years old and cannot be repaired;

- (b) it is a temporary one installed after the employee first became covered by the plan (in this instance the replacement is considered a permanent one);
- (c) it is required due to the installation of an initial opposing denture after the date the employee became covered by the plan;
- (d) it is required as a result of accidental injury after the employee became covered by the plan;
- (e) the extraction of additional teeth, after coverage has begun, requires a new appliance. If the existing appliance can be made serviceable, only the expense for the portion required to replace the teeth extracted is covered.

- Relines, rebases and repairs to existing dentures
- Procedures involving the use of gold, only if such treatment could not have been carried out with the use of a reasonable substitute consistent with generally accepted dental practice. Where the use of gold is optional, the covered expense will be that of the customary substitute.

### **Other Dental Practitioners**

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

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

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

Effective 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., proposed details and x-rays should be submitted to Maritime Life for approval. Failure to do so may result in payment of a lesser benefit amount because of the difficulty in determining the need for such treatment after it has been provided. Dental x-rays will be promptly returned to the dentist.

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

### **Limitations**

No amount will be paid for charges for:

- dental care which is cosmetic;
- completion of claim forms;

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



## APPENDIX "G"

### LONG TERM DISABILITY PROTECTION PLAN

#### 1. Employee Eligibility:

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

#### 2. Requirements:

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

#### Benefit Provision:

- a) The plan will provide that an eligible employee is insured for benefits equivalent to 70% of his/her normal weekly earnings.
- b) Payments from the LTD Plan will be offset by any amount of income the employee receives due to his/her disability. This would include but would not be limited to payments received from the Company pension plan, Q/CPP and Workplace Safety and Insurance benefits.
- c) Any retroactive adjustments from a wage loss replacement plan will result in the top up under the LTD plan being adjusted to reflect the overpayment. (For example, a six month retroactive payment in CPP disability benefits would result in an overpayment of the LTD top up which would then be either collected or the LTD top up would be reduced until the overpayment is recovered.)
- d) Employees eligible for LTD will have their Extended Health Care, Vision, Dental and Life Insurance employment benefits for which they were entitled immediately prior to the commencement of the LTD continued for as long as they qualify for LTD payments.
- e) Employees in receipt of LTD benefits may be required to undergo periodic medical examinations to verify that the employee's entitlement to receive, or to continue to receive, any long term disability benefits payable under this plan.

#### Rehabilitation:

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

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

#### Payment:

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

#### Expenses:

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

#### Limitations:

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

#### Exclusions:

LTD benefits will not be payable:

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

Termination:

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

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

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

## **APPENDIX "H"**

### **VISION CARE BENEFITS**

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

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

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

## **APPENDIX "I"**

### **ELIGIBILITY QUALIFICATION AND PAY DIRECT PROVISIONS**

#### **LIFE INSURANCE**

##### **New Employees:**

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

##### **Monthly Qualification for Coverage:**

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

##### **Extended Health Care, Dental and Vision Care Plan**

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

##### **Waiver of Premium:**

- (i) An employee's basic coverage for life insurance, extended health, vision care, dental and weekly indemnity will be continued 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 step child or other child, who is dependent upon the employee for support and lives with the employee in a regular parent child relationship.

### **Effective Date of Insurance**

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

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

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

## **Direct Payment Provisions, Termination of Insurance and Continuation of Insurance**

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

2. (a) Extended Health Care Plan, Vision Care and Dental coverage for employees and their dependants will be terminated as follow:

- (i) resignation or dismissal, the date on which the employment relationship terminates;
  - (ii) retiring and retired employees - The end of the month in which the retired employee reaches age 65 or, in the case of an employee retiring after age 65 pursuant to the pension regulations, the end of the month in which retirement takes place (within 6 months of turning 65).
  - (iii) leave of absence, lay-off, (except as provided below), and death, the last day of the month in which such leave of absence, lay-off or death occurs;
  - (iv) strike, the last day worked.
- (b) (i) In cases of leave of absence for disability (and the employee is in receipt of Weekly Indemnity Benefits, Unemployment Insurance Sickness/Maternity Benefits or Workers' Compensation Benefits), coverage will be maintained at no cost to the employee for a period of six months from the end of the month in which the disability occurs. If disability continues past this period, employees may maintain coverage for a further six months by submitting the required payment directly to their employer.
- (ii) In cases of lay-off and leave of absence in circumstances other than those in (i) above, employees may maintain coverage for a period of 12 months following the date of lay-off or the granting of leave of absence, provided direct payment is made to their employer.
- (c) With respect to dependants, the date on which a dependent ceases to be an eligible dependent.

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

## **Continuation of Health Care and Dental Care Benefits for Incapacitated Children**

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

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

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

## **Continuation of Health Care and Dental Care Benefits After Your Death**

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

- . the date such dependants cease to be eligible;
- . the date your spouse remarries (children will continue to be insured);

- . the end of the month after the date of your death; or
- . the date insurance for your dependants terminates for any reason.

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