

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, 2007

03010(09)

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ARTICLE 1

Definitions

1.1 For the purpose of this Agreement:

- (a) "Employee" means a person holding **seniority** under the terms of this Agreement.
- (b) "Additional Layover" means **additional time** off duty at home terminal over and above regular scheduled layover **between** trips as designed in the bulletin.
- (c) Blank
- (d) "Available Employee" - an employee who is **working** on an assignment obtained by established **bulletin** procedure or by displacement.
- (e) "Regularly Assigned" - an employee working on an assignment obtained by established **bulletin procedure** or by displacement.
- (f) "**Spare** Employee" - an employee who does not hold an assignment by bulletin.
- (g) "**Standby**" - an employee required to **perform** terminal **duties** and be available **to fill** regular or extra assignments.
- (h) "**Temporary Vacancy**" - a vacancy in a position caused by the regularly assigned employee **being** absent from duty or **temporarily assigned to other duties**.
- (i) "Deadheading" - employees **travelling** in non-revenue **service**.
- (j) "Run" - a round trip covered by bulletin.
- (k) "Reporting Time"- the time an employee is **required** to report for duty.

(l) "Mutually Arranged (or Mutually Agreed)" - an agreement between the proper officer of the Company and the proper officer of the 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" or "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 Me

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.

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

ARTICLE 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 bur-week **period**.

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

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

Example:	Hours Credited	Hours Paid
1 st two-week period	70	80
2 nd two-week period	<u>85</u>	<u>80</u>
	155	160
Guarantee	<u>5</u>	
	160	
Adjustment		Nil

(b) Hours worked for each consecutive four-week period will be averaged to determine time worked in excess of the aggregate basic 160 hours and hours in excess of the aggregate shall be paid at time and one-half.

Example:	Hours Credited	Hours Paid
1st two-week period	75	80
2nd two-week period	<u>95</u>	<u>80</u>
	170	160
Adjustment 10 hours @ 1½	<u>15</u>	
	185	

* Payable 1st pay period after the four-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:

$$\frac{\text{No. of Days Worked (including layover days)} \times 160}{\text{No of Days in 4-week period}}$$

(d) Pay adjustments will be due **and** payable on the first pay period **after** the four-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 **four-week period** will **be totalled**. Hours in **excess** of the total basic hours of **160** for the periods involved Will be paid at time and one-half.

Example:	Hours Credited	Hours Paid
1st four-week period	95	95
2nd four-week period	<u>75</u>	<u>75</u>
	170	170

Basic 4-week hours 160

Adjustment 10 hours @ 1½ = 15 straight time hours. Previously paid 10 hours at straight time rates. Adjustment due five hours at **straight time rates**.

Example:	Hours Credited	Hours Paid
1st four-week period	70	70
2nd four-week period	<u>85</u>	<u>85</u>
	155	155

Basic 8-week hours: 160
Adjustment: Nil

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 15th. If the account is not cleared, then the employee will be paid the balance in cash.
- * Payment will be based on the current rate of pay at the time the banked time is used.
- * Time off must be requested in advance, unless bona fide illness. (Company will monitor)
- * Time off will be subject to Company service requirements and no additional cost to the Company.
- * Implementation of the Overtime Banking arrangement will be subject to the development of an appropriate computer system.

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 ~~far~~ 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 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 far 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 4 hours for **each call** for terminal duty, and a minimum of 4 hours for a **one-way trip** and 8 hours for a round trip.

4.13 Employees shall be **allowed** a minimum of **eight** 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 8 hours for each 24-hour period so held or actual time of up to 8 hours for less than a 24-hour period computed from expiration of 8 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 8 hours for each 24-hour period or actual time of up to 8 hours or less than a 24-hour period, computed from expiration of 8 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 8 hours after their release from duty will be paid 8 hours for each 24-hour period so held or actual time of up to 8 hours for less than a 24-hour period. Time in such cases to start at the expiration of 8 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 Stewardesses
two (2) Second Cooks
two (2) Stewardesses*

*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.

(iii) 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 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 three hours. Such time shall be paid over and above guarantee and shall not be included in the accumulation of hours under **Article 4.2(b)**.

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

ARTICLE 5

(Subject to Article 5.2)

Rates of Pay

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

Effective	Jan. 1 / 05 3%	Jan. 1/ 06 3%	Jan. 1/07 3%
Steward	\$893.85	\$920.67	\$948.29
Steward (Counter Car)	848.63	874.09	900.31
Steward Walter	882.85	909.34	936.62
Waiter	754.81	777.46	800.78
Waiter (Counter Car)	732.32	754.29	776.92
Chef	882.85	909.34	936.62
Cook	812.26	836.63	861.72
Kitchen Assistant	732.32	754.29	776.92
Host/Hostess	807.39	831.61	856.56
Train Attendant	742.45	764.73	787.67
Students (per hour)	9.53	9.8135	10.11

Effective ratification revise Stand-by pay to \$14.00 per hour per LOU. Should Spare Employee be called into work, there will be no Stand-by pay paid for that day.

5.2 New Employees

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

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

(c) The rate of pay for **such new employees** will be 75% of the regular rate of the position to be worked, for 3 days or 10 days as the case may be.

(d) For each **shift** that the new employee is working at the **75% rate**, an **allowance** of \$18.00 will be paid to the employee on that shift responsible for **giving** guidance and Instruction to him/her.

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 employee6 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 \$7.00 for breakfast, \$10.00 for lunch, and \$21.00 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 min.

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

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
Day following
New Year's Day
(Ontario only)
Good Friday
Easter Monday
(Substitution for
Remembrance Day)
Victoria Day

St. Jean Baptiste Day
(Quebec only)
Dominion Day
Civic Holiday
Labour Day
Thanksgiving Day
Christmas Day
Boxing Day

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

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).

(U) 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.

ARTICLE 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 3 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 1 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.

Comment: When there are more than three numbers in a sentence, use the numerical form for the numbers (not spelled out)

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 1 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 foregoing 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 1 calendar day's vacation with pay for each 8 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, parental or adoption 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 12-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 seven calendar days.

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 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 therefore of three hours at the rate of time and one half, and a spare employee will be credited with four hours et 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 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 A new employee shall not be regarded as permanently employed until he/she has completed 65 working days cumulative service. In the meantime, unless moved for cause which, in the opinion of the Company renders him/her undesirable for its service, the employee shall accumulate seniority from the date he/she entered that classification and shall be regarded as coming within the terms of this Agreement. When a new employee is hired, the Company will supply the Union with name, employee number, and date of hire of the employee.

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 5-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 position for a continuous period up to six months without loss of seniority. Provided they can hold work on their own seniority region, such employees shall exercise their seniority at, or prior to, the expiration of such six months' period, or forfeit their seniority rights under this Agreement.

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

ARTICLE 12

Bulletining and Filling Positions

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

12.2 Bulletins showing effective date and full particulars will be posted for five 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** prior to posting.

12.3 **vacancies** in regularly **assigned** positions, temporary **vacancies**, and newly created positions any of which are known to be of 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 **five** 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 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 and the ability to meet the qualifications of the position (**i.e. chef**). 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 calendar days of **posting** of the award.

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 eight 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 declare for an assignment by seniority.

12.14 An employee claiming a position in the exercise of his/her seniority, who in the judgement of the Company cannot reasonably be expected to qualify to perform the duties required within a period of 14 calendar days, shall not be denied such position by Management without prior consultation with the Local Chairperson of the Union concerned.

An employee exercising his/her seniority who, in the judgement of the Company, can reasonably be expected to qualify for the

position claimed shall be allowed a trial period which shall not **exceed** 14 calendar days, except that **by** mutual agreement **between** **the** Local Chairperson and the proper officer of **the** Company, **such period may be** extended up to 80 calendar days, in order to **demonstrate** his/her ability to perform the work required.

Should an employee be denied a position being claimed in the exercise of **seniority**, or should he/she fail to **qualify** during a trial **period**, he/she and his/her authorized **representative** will be entitled to receive an explanation in writing from the proper officer of the Company including **the** reason for **the** decision rendered which shall be **subject** to appeal in accordance with the grievance procedure.

Where **an** employee is disqualified from holding a position at any time during the specified Mal period, **such** employee will be returned to his/her former position. This will not necessitate additional bulletins.

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, it will be done so in seniority order.

13.2 In Instances of staff reduction, 14 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. 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 seniority to obtain a position must commence work on the position of their choice within 10 calendar days.

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 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.

13.11 To be eligible for recall, laid-off employees must keep the Director of Human Resources and the Local Chairperson informed of their current address.

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

13.13 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.

13.14 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 1st to June 1st, 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 fall to **report**, they will forfeit their seniority.

13.15 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 know 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.

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 8 hours for each 24-hour period and actual time spent in training up to 8 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 make 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 Chair~~person~~ 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 When the requirements of ~~the~~ service will permit, employees will be granted leave of ~~absence~~, not to exceed 90 days, with the privilege of renewal by consent of the Management and Committee. Any employee engaging in ~~other~~ employment whilst on leave, except with consent of Management and Committee, shall be considered out of the ~~service~~.

17.6 The arbitrary refusal of a reasonable amount of leave to employees when they can be spared, or failure to handle ~~promptly cases~~ involving sickness or business matters of ~~serious~~ importance to the employee, is an improper practice and may be handled as unjust ~~treatment~~ under this Agreement,

17.7 The names ~~of~~ employees on authorized leave of absence shall be continued on the ~~seniority~~ list. In instances where leaves

of absence greater than three days are granted, the Local Chairperson concerned will be informed.

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 365 days in order to serve the period of incarceration. Such period of leave will not be credited towards accumulation of service.

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

NOTE - Family members will be defined as those contained in Article 27.

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

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 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 me 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 fulfillment 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 No employee shall be disciplined, discharged, or have their employment terminated until he/she has had a fair and Impartial Investigation and his/her responsibility established.

24.4 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.

24.5(a) All evidence will be made available to the authorized Local Union representatives at the Company office and in advance of the hearing.

(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.

24.6 When employees are required to make formal statement on matter affecting the Agreement, Company policies, procedures, 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 shall have a fellow employee or an accredited representative of the Union present.

24.7 A proper officer of the Company, on the premises when an Incident occurs, may carry out an immediate investigation and take such action as may be deemed necessary by the circumstances.

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

24.9 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.

24.10 Employees who have been called for a hearing will be furnished with copies of any statement taken at the hearing. Following that investigation, the Company will not be allowed to conduct the investigation anew into the circumstances of the Initial Investigation.

24.11 If the decision is considered unjust, an appeal may be made in writing within 14 calendar days in accordance with Article 24.13, Step 2. Should the decision involve a suspension or dismissal, the appeal shall be made in writing within 14 calendar days directly to the President ONTC. Such appeal shall set forth the grounds upon which it was made.

(a) Any written reprimand, warning or caution, or the like, will be removed from the employee's record following a period of 10

months of discipline-free performance from the date of such written reprimand, warning or caution, or the like.

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

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

24.12 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.

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

Step 1

Within 14 calendar days from cause of grievance or complaint, 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 21 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 21 calendar days of receiving appeal.

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

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

24.15(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 Disposition of Grievances

25.1 When a grievance concerning the interpretation of alleged violation of this Agreement or supplemental Agreements has not been settled at Step 2 of the grievance procedure, the Union or the Company may, within 10 calendar days from the date of the Company's decision at Step 2, request pre-arbitration meeting, to be arranged through the Labour Relations Department.

25.2 The meeting will be held not later than 14 calendar days following the receipt of the above request. If such meeting is not requested, the Union or the Company must notify the other party in writing within the time limit specified in Rule 35.1 of its intention to proceed directly to arbitration with the grievance. If a pre-arbitration meeting fails to resolve the matter, it will be regarded as proceeding directly to arbitration in accordance with the following provisions.

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

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

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

25.6 The hearing shall be held by the arbitrator in the office of the Railway unless otherwise mutually arranged, or unless the arbitrator deems it advisable because of special circumstances to hold the hearing elsewhere.

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

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

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

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

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

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

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

ARTICLE 26

Health and Welfare

26.1 Employee Benefit Plan

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, sister-in-law, son-in-law, or daughter-in-law, three days' bereavement leave without loss of pay provided **he/she has** not less than **three** months cumulative compensated service. It is the intent of this **Article** to provide for the **granting** of **leave** from **work** on the occasion of a death as aforesaid and for 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.

28.6 When an employee is short paid \$20.00 or more, on request, a voucher will be issued to cover the shortage.

28.7 Where an automobile mileage allowance is paid, such allowance will be in accordance with the Company's policy but not less than \$0.34 per km.

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

ARTICLE 29

Employment Security and Income Maintenance Plan

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

ARTICLE 30

Jury Duty

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

ARTICLE 31

Injured on Duty

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

ARTICLE 31A

Worker Compensation/Weekly Indemnity

31A.1 In order to facilitate the return to active duty where an employee is deemed fit to return to modified work by his/her attending physician. Workers' Compensation, or the Company physician, he/she may be assigned, temporarily, to any position anywhere within his/her home terminal. The intent of this practice is to work towards returning injured and disabled employees to their regular assignment. When dealing with positions or groups of employees whose nature of work takes them throughout the system, then the assignments under this provision shall follow similar practices. In such instances, the employee will be compensated his/her normal basic rate of pay/guarantee or the rate of the temporary assignment, whichever is greater.

31A.2 In the event that an employee's claim for Workers' Compensation benefits is challenged either by the Company or the Workers' 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 required 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 1st to September 15th. They will be engaged for a **specific period** of time, will **not** accumulate seniority, and will not obtain bidding rights. They will also not **qualify** for fringe benefits other than those required **by law**.

(d) In the event that employees bidding **seniority** under this **Agreement** are faced with **lay-off or are** on laid-off statue, they will be given preference in employment over students **covered by** this rule.

ARTICLE 33

Printing of Agreement

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

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

For ONTC:

For the Unions:

S. Carmichael
President

B. Kelly
CAW Local 103

T. Crundwell
CAW Local 103

T. Dattilo
National Staff Representative
CAW

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
Assodated 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 Assodated 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. Dymant,
General Manager**

Letter of Understanding

January 20, 2003.

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

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

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

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

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

**Greg Stuart
Director Human Resources**

STATEMENT OF COMMITMENT

me 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 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.

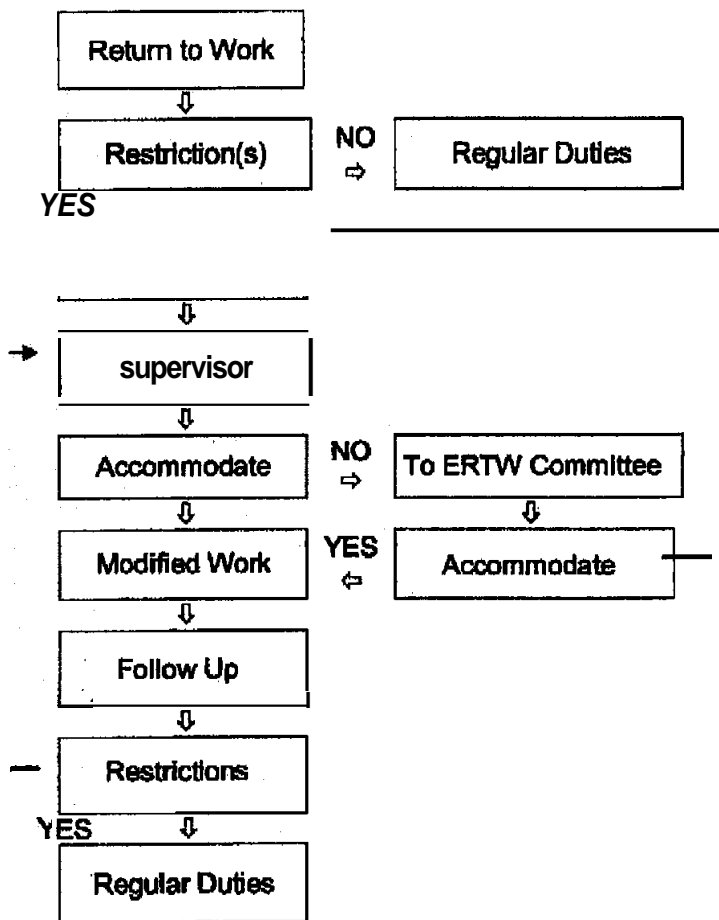
If the Joint ERTW Committee is unable to find a suitable placement within two weeks, this will be communicated to the employee identifying reasons why they are unable to accommodate, this could include that further information is required, further recovery is needed or no work is available.

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.



Top – Up Pay for Early Return to Work Program

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

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

Greg Stuart
Director of Human Resources

I concur:

Brian Kelly
President CAW Local 103

Letter of Understanding

January 20, 2003

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

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

For the Unions:

Brotherhood of
Locomotive Engineers

United Transportation Union

CAW Local 103 (President)

CAW Local 103 (Office Clerks)

CAW Local 103 (Clerks and
Other Classes)

CAW Local 103 (Train Service
Employees)

Brotherhood of Maintenance
of Way Employees

United steelworkers of America
Local 1976

International Brotherhood of
Electrical Workers

For the Company;

R. Hains
Executive Vice-President

February 22, 2005

**Letter of Understanding
Drug, Alcohol, or Genetic Testing**

**Brian Kelly
Local President
CAW Local 103**

Dear Mr. Kelly:

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

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

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

Yours truly,

**Greg Stuart
ONTC Director Human Resources**

I concur:

**Brian Kelly
President CAW Local 103**

February 22, 2005

**Ms. Tina Crundwell
Unit Chairperson
CAW Local 103**

Dear Ms. Crundwell

This will confirm my commitment that the quarterly labour management meetings will cover as agenda items;

**Crew compositions
Training requirements, and
Scheduled training for OBS staff.**

I trust this adequately addresses the concerns raised during our negotiations.

Sincerely,

**Gord Ryan
Director Passenger Rail Services**

January 28, 2005

Mr. Brian Kelly
Local President
CAW Local 103

Dear Mr. Kelly

This will confirm discussions during negotiations around the requirement in Article 10 for medical examinations.

The Health Protection and Promotion Act requires food handlers to submit to such medical examinations and tests as are required by the medical officer of health to confirm the absence of an infectious agent. The Company policy has been developed by the Corporate Physician to comply with this requirement.

I trust this clarifies the intent of Article 10.

Greg Stuart
Director Human Resources

February 22, 2005

Mr. Brian Kelly
President CAW Local 103

Dear Mr. Kelly:

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

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

Sincerely,

Greg Stuart
Director Human Resources.

Amendment #16

"17.02 Powers and Proceedings of the Board

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

February 22, 2005

Mr. Brian Kelly
Local President
CAW Local 103

During the current round of bargaining we discussed the term qualified in relation to the various positions under Agreement #5. In our discussions we identified that the Chef's position required previous cooking experience. Specifically, we indicated that the position required a minimum of three (3) years of experience or at least two (2) years of experience plus a culinary certificate.

With regards to the progression to a Chef's position for current and future employees, a thirty (30) day training period with a qualified Chef shall be instituted immediately, followed by their skill set being validated by the O.B.S. Officer and the Union shall be deemed sufficient.

Gord Ryan
Director Passenger Rail Service

Letter of Understanding regarding the Hiring of Students

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

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

Greg Stuart
Director of Human Resources

I concur:

Brian Kelly
President CAW Local 103

February 22, 2005

Mr. Brian Kelly
CAW Local 103
North Bay, Ontario

Dear Mr. Kelly

RE: Grievance # 2705

The Company proposes that the ~~above~~ grievance be resolved ~~based~~ on the fact that the UTU has claimed work ownership to the collection ~~of~~ tickets on buses operating in place ~~of~~ train service.

Additionally, it is acknowledged that in circumstances where the train ~~has~~ been ~~cancelled~~ and buses are operating in place of train service, there is no ~~requirement~~ for the OBS staff to ride along or to "protect their assignment". Having said that, it does naturally follow though, when deadheading to reach an originating terminal where train service will resume from ~~or~~ while en-route by train whereupon a bus is called ~~into~~ replacement service the OBS employee will ride the bus in order to reach nearest terminal. For example, if an employee is scheduled to work on the Northlander out of ~~Cochrane~~ ~~and~~ the train is departing from North Bay instead of ~~Cochrane~~ for any reason ~~it is~~ expected that the employee would ride on the bus to North Bay in ~~order~~ catch the train and proceed to Toronto.

~~Please~~ advise if you concur.

Gord Ryan
Director Passenger Rail ~~Service~~

I concur

Brian Kelly
CAW Local 103

Memorandum of Understanding

**MEMORANDUM OF UNDERSTANDING BETWEEN
CAW LOCAL 103 AND ONTARIO NORTHLAND RAILWAY
AFFECTING THE AGREEMENT GOVERNING
EMPLOYEES IN THE PASSENGER OPERATIONS
DEPARTMENT**

In conjunction with Article 7 of the Collective Agreement, the following represents the calling procedure for spareboard employees.

(1) Calling hours will be the period commencing two hours prior to the reporting time for each train. Stand by hours will not be applied against the 160 hours per four week cycle referenced in Article 4.2 (9).

(2) Employees must be available during calling hours. Mutual arrangements will be made between employee and the On Board Service office in Cochrane to affect the most viable manner to communicate the call.

(3) When contacted, an employee must accept the assignment for which called.

(4) Employees called to work will not be entitled to stand by pay.

(5) 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.

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

For the Company:

Gord Ryan
Director Passenger Rail

For the CAW - Canada:

Brian Kelly
President Local 103

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

Memorandum of Understanding Employment Equity

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

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

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

Therefore, it is hereby agreed as followed:

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

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

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

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

The Diversity and Community Access **Committee** shall:

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

Members of the Committee may:

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

Diversity and Community Access Programs

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

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

The parties agree that a diverse workforce is beneficial and desirable, and that their pro-active efforts on employment equity are fundamental to the Company. The parties are committed to jointly develop an Employment Equity Plan on behalf of CAW bargaining units at Ontario Northland by year end 2005. This plan will include the following:

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

Agreed to this 22nd day of February, 2005

Greg Stuart
Director of Human Resources

Brian Kelly
President CAW Local 103

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

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

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

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

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

Signs will be posted at the perimeter of the areas being covered by video surveillance to provide public notice of this activity. The

signs will also contain the name, address and telephone number of a member of the ON Police Services for contact purposes.

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

Yours truly,

Steve Carmichael
ONTC President

**EMPLOYEE BENEFIT PLAN
SUPPLEMENTAL AGREEMENT**

BETWEEN

**ONTARIO NORTHLAND
TRANSPORTATION COMMISSION**

AND

**CAW LOCAL 103
(representing Agreement #5)**

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 \$580 per week, details of which are contained in Appendix "B".

(c) Medicare Allowances, details of which are contained in Appendix "C."

(d) Maternity Leave Benefits or Adoption Leave Benefits up to 17 weeks based on 70% of weekly base pay with no maximum, details of which are contained in Appendix "D".

(e) Extended Health Care Benefits, details of which are contained in Appendix "E."

(f) Dental Care Benefits, details of which are contained in Appendix "F."

(g) Long Term Disability Protection Plan, details of which are contained in Appendix "G."

(h) Vision Care Benefits, details of which are contained in Appendix "H."

2. Eligibility qualifications and pay direct provisions shall be as outlined in Appendix "I."

3. An Administrative Committee will be established to act as a Committee of Appeal in cases where an employee may feel that

he/she has been unjustly dealt with in respect of weekly indemnity payments. This will not be construed to deny an employee any rights of appeal which he/she may have under his respective Collective Agreement.

4. (a) The Administrative Committee shall be comprised of three members from the Company and three members to be nominated by the General Chairmen's Association and will hold office until successors are named.

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

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

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

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

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

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

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

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

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

8. The provisions of this Agreement shall become effective on March 1, 2005.

9. This Supplemental Agreement supersedes the Supplemental Agreement signed at North Bay, Ontario on the 26th day of March, 1992 and will remain in effect until December 31, 2007 and thereafter subject to four months notice by either party of their desire to revise or terminate it, which may be served at any time subsequent to August 31, 2007.

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

For ONTC:

S. Carmichael
President

For the Unions:

B. Kelly
President - CAW Local 103

T. Crundwell
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 March 1, 2007for claims which originate on or after that date, an eligible employee will be entitled to weekly indemnity benefits of 70% of his/her weekly base pay to a maximum of \$580 per week, increasingto \$590 January 1, 2006, to \$600 January 1, 2007.

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

unemployment insurance benefits exceed 95% of the employee's weekly earnings.

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

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

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

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

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

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

Benefits will not be payable:

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

(b) for any period during which the employee is receiving benefits under Provincial Workers' Compensation legislation, **unless** compensation is payable in respect of a previously incurred partial disability which permits continuation of his/her employment;

(c) for any accident or sickness for which an employee is receiving benefits under Provincial Workers' Compensation legislation,

(d) for any period during which an employee is entitled to sickness or disability benefits from the Employment Insurance Program in accordance with Section 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"

HEALTH CARE BENEFIT

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 \$150.00 per day.

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

Employees hired on or after July 1, 1996 will not be covered for semi-private insurance.

(b) Drug Benefit

100% of charges for drugs, including oral contraceptives, **sera**, and **injectibles** prescribed by a licensed doctor (MD) or licensed dentist and dispensed by a registered pharmacist, that regardless **of** their legal status are not normally obtainable except by prescription from a licensed doctor (MD) or licensed dentist. The drug plan is not subject to an annual deductible.

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

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

(c) Paramedical coverage to an annual maximum of \$300.00 combined.

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

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

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

(d) Major Medical Benefit

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

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

Expenses Not Covered:

No payment is made for the following expenses:

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

General Exclusions

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

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

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

Co-ordination of Benefits

Some employees and their dependants are eligible for benefits from other group type plans. In these cases, the benefits payable under all plans will be co-ordinated to ensure that the

maximum benefits **are** made available but that the total amount paid does not exceed the **actual** expenses incurred.

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

APPENDIX "F"

DENTAL CARE BENEFITS

The Dental Care **Plan** provides for coverage of 100% of **the** expenses for routine dental care and **75%** of expenses for major dental care subject to a calendar year deductible of \$35.00 per person, but not more than \$35.00 per family to a maximum annual benefit of \$1,500.00 per person. Eligible employees and their dependants will be covered for expenses as follows:

Routine Care

Charges up to the maximum benefit **for**:

- **oral** examinations, cleaning of teeth, fluoride treatments and bitewing x-rays: **twice** in any **calendar** year, but not more than once in any **six-month** period for **dependants** under age **18**, and not more than once in each nine months for adults, beginning September 1, 1994.
- full mouth series of x-rays: once every **24** months for dependants under age **18** and not more than once in each **36** months for **adults**.
- extractions and alveolectomy (bone work) at time of tooth extraction
- dental surgery
- general anaesthesia and diagnostic x-ray and **laboratory** procedures required for dental surgery
- amalgam, silicate, acrylic, composite and white fillings

- necessary treatment for relief **of dental pain**
- cost of medication **and** injections given in the dentist's **office**
- **space** maintainem **for** missing primary **teeth** and **habit** breaking appliances
- consultations required by the attending dentist
- surgical removal of tumors, cysts, neoplasms
- incision and drainage **of abscess**
- endodontics (root canal therapy)
- periodontal treatment (gum and tissue treatment)

Dentures, Crowns and Bridge Work

Charges up to the benefit maximum for:

- provision of crowns, inlays and onlays
- provision of an initial prosthodontic appliance (e.g. fixed bridge restoration, removable partial or complete dentures)
- replacement **of** an existing prosthodontic appliance **if**:
 - (a) it is over five years old and cannot be repaired;
 - (b) it is **a** temporary **one** installed after the employee first became covered by the plan (in this instance **the** replacement is considered a permanent one);
 - (c) it is required due to the installation of an initial opposing denture after the date the employee became covered by the plan;
 - (d) it is required as a result of accidental injury after the employee **became** covered by the plan;

(e) the extraction of additional teeth, after coverage has begun, requires a new appliance. If the existing appliance can be made serviceable, only the expense for the portion required to replace the teeth extracted is covered.

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

Other Dental Practitioners

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

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

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

Effective February 1, 2003, the Suggested Fee Guide will be increased to provide reimbursement of covered dental costs according to the current Ontario Dental Association Fee Guide.

Alternative Services

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

Predetermination of Benefits

If charges for a planned course of treatment by a licensed practitioner would exceed \$300.00, proposed details and x-rays should be submitted to Maritime Life for approval. Failure to do so may result in payment of a lesser benefit amount because of the difficulty in determining the need for such treatment after it has been provided. Dental x-rays will be promptly returned to the dentist.

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

Limitations

No amount will be paid for charges for:

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

- a full mouth reconstruction, for a vertical dimension correction, or for diagnosis or correction of a temporomandibular joint dysfunction;
- replacement of a lost or stolen prosthesis; or
- orthodontic treatment or correction of malocclusion

APPENDIX "G"

LONG TERM SICK LEAVE PROTECTION PLAN

Employee Eligibility:

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

Requirements:

- a) Must exhaust all short-term disability payments and vacation entitlement.

b) Must apply for all wage **loss** replacement plans **which** includes but not limited to the Company pension plan, Q/CPP, and Workplace Safety and Insurance benefits if applicable.

c) Must be determined to be unable to perform any work at Ontario Northland by the Company physician.

Benefit Provision:

a) The plan will provide that an eligible employee is insured for benefits equivalent to **70%** of his/her normal **weekly** earnings.

b) Payments from the LTD Plan will be offset by any amount of income the employee receives due to his/her disability. This would include but would not be limited to payments received from the Company pension plan, Q/CPP, and Workplace Safety and Insurance benefits.

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

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

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

Rehabilitation:

An employee, in receipt of LTD benefits may **be** required to **participate** in a rehabilitative program developed **in conjunction** with the employee's ability and supported by the Company

Physician. Such programs require the approval of the Company and may include:

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

Payment:

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

Expenses:

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

Limitations:

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

Exclusions:

LTD benefits will not be payable:

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

Termination:

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

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

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

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

payable in **any 24-month period**, or in **any 12-month period** for dependants age 18 or under. The \$25.00 annual deductible does not **apply** to the Vision Care Plan.

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

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

APPENDIX "I"

ELIGIBILITY QUALIFICATION AND PAY DIRECT PROVISIONS

LIFE INSURANCE

New Employees:

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

Monthly Qualification for Coverage:

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

Extended Health Care, Dental and Vision Care Plan

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

Waiver of Premium:

- (i) An employee's basic coverage for life insurance, extended health, vision care, dental, and weekly indemnity will be continued at no cost while he/she is drawing weekly indemnity benefits or Unemployment Insurance benefits under the provisions specified in Appendix "B" of this Supplemental Agreement for a maximum period of up to 12 months for each period of disability.
- (ii) An employee's basic coverage for life insurance, extended health, and dental will be continued while he/she is off work account WSIB disability for a period of absence consistent with the governing Canada Labour Code provisions.

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

Dependent Eligibility

To be eligible for insurance dependants must **be** insured under a provincial health insurance plan. Dependants become eligible for insurance when **the** employee becomes eligible or, if acquired later, upon becoming a dependent.

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

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

Dependent means a spouse **or** unmarried child under 21 (25, if regularly attending **school** and solely dependent upon the employee for support).

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

Child means:

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

Effective Date of Insurance

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

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

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

Direct Payment Provisions, Termination of Insurance and Continuation of Insurance

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

2.(a) Extended Health Care Plan, Vision Care, and Dental coverage for employees and their dependants will be terminated as 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, Sick/Maternity Benefits or Workers' Compensation Benefits), coverage will be maintained at no cost to the employee for a period of six months from the end of the month in which the disability occurs. If disability continues past this period, employees may maintain coverage for a further six months by submitting the required payment directly to their employer.

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

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

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

Continuation of Health Care and Dental Care Benefits for Incapacitated Children

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

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

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

Continuation of Health Care and Dental Care ~~Benefits~~ After Your Death

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

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

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

EMPLOYMENT SECURITY

and

INCOME MAINTENANCE AGREEMENT

for

ASSOCIATED RAILWAY UNIONS
(representing the Unions Signatory hereto)

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THIS AGREEMENT IS:

between

**ONTARIO NORTHLAND TRANSPORTATION
COMMISSION**

called "the Company"

of the One Part

and

ASSOCIATED RAILWAY UNIONS

of the Other Part

Preamble

The parties agree that Supplemental Unemployment ~~Benefits~~ be paid only for periods of temporary layoff (the specific duration being set out in the provisions of this agreement). Employees in receipt of SUB continue their employment relationship with the Company, retain seniority rights **and are** required to accept temporary or permanent assignments as **provided in this Article** ~~or~~ became 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 **22nd day of February, 2005**.

Article 1.1

General Provisions

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

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

ARTICLE 2

Grievance Procedure and Final Disposition of Disputes

2.1 Except **as** otherwise provided in The Plan, should any dispute arise respecting the meaning, interpretation, application,

administration or alleged violation of The Plan, such dispute shall start at Step 3 of the grievance procedure as defined in the respective Collective Agreement.

2.8 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.

2.9 The request to arbitrate must be submitted in writing within 60 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.

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

ARTICLE 3

Administration of the Plan

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

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

- (i) special case(s) involving extenuating circumstances.

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

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

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

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

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

- (i) approval of such special case(s) shall not involve increasing the existing benefit levels in The Plan.
- (ii) approval of such special case(s) shall not be incompatible with the terms of The Plan.
- (iii) approval of such special case(s) referred to in Article 3.2 (a)(i) and (ii) above shall not involve costs higher than 90% of the costs which would otherwise have been incurred as a result of the standard application of The Plan.
- (iv) approval of any special case(s) under Article 3.2(a)(ii) shall be contingent upon notification by Human Resources Development Canada that employees who avail themselves of such an inverse seniority layoff procedure will not be disqualified nor disentitled from employment insurance benefits for so doing.
- (v) approval of such special case(s) shall not involve the modification of any Company plan or agreement dealing with such matters as pensions, health and welfare, etc.
- (vi) approval of special case(s) involving special offers of optional early retirement separation allowances shall include the payment of money to the Pension Fund if it is demonstrated that such early retirements result in additional costs to the Pension Fund.

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

3.3 The Unions and the Company shall have the power to admit to coverage under The Plan any applicant bargaining unit that has a Collective Agreement with the Company subject to such conditions as may be determined from time to time by the parties. Unless otherwise agreed between the Company and the Union making application for admission, any admitted group can

only be admitted under the same terms and conditions as apply to other employees in The Plan.

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

ARTICLE 4

Weekly Layoff Benefits and Severance Payments Benefits Accumulation - Layoff Payments

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

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

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

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

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

<u>Maximum Period for Which Years of Cumulative Compensated Service</u>	<u>Weekly Benefits Payable for each Period of Layoff</u>
20 yrs. or more but less than 25 years	3 years
25 yrs. or more but less than 30 years	4 years
30 years or more	5 years

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

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

- (i) He/she has two years of more of continuous employment relationship at the beginning of the calendar year in which the period of continuous layoff in which the claim week occurs began, (calendar year shall be deemed to run from January 1st to December 31st);
- (ii) For weekly layoff benefit payment, a continuous waiting period of seven days in the period of layoff has expired. Each period of layoff will require a new 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 7 days, and is recalled to work for a period of less than 90 calendar days, such employee will

immediately become eligible for weekly layoff benefits upon layoff within such 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 YEARS SERVICE:**

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

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

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

will result in the employee receiving 80 % of his/ her Basic Weekly Rate at time of layoff.

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

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

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

An employee who has qualified for weekly layoff benefits in accordance with Clause (a) of Article 4.4 and who returns to work for part of the last claim week and thereby receives earnings from the Company in the last claim week may make application for a partial weekly layoff benefit which, when added to the earnings received in that week and to unemployment insurance benefits and/or outside earnings in excess of those allowable under unemployment insurance for such week will result in the employee receiving 80 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 (\$120.00 per day, \$600.00 per week) is laid off Friday, February 8, 1992 (last day worked February 7th) and recalled to work

Wednesday, March 17, 1992. This is 41 days, or 5 weeks and 6 days.

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

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

Plan Claim Week 1

Nil (waiting period)

Plan Claim Week 2

- (i) employee with less than 20 years of service - unemployment insurance maximum - \$426.00 (from The Plan).
- (ii) employee with 20 or more years of service - (80% x \$600.00 = \$480.00) from The Plan

Plan Claim Weeks 3, 4 and 5

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

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

For unemployment insurance purposes, **employee works 2 days**, (March 14 and 15 - both of which days **fall** in one unemployment insurance claim week) – Earnings..... **\$240.00**

Deduct unemployment insurance allowable earnings 25% of employee's **unemployment** insurance entitlement of \$426
..... **\$106.00**

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

Unemployment insurance entitlement **during** last plan claim week (**\$428.00- \$134.00**)..... **\$292.00**

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

One day's wages for Thursday, March 14, the last day of the plan claim week.....	\$120.00
Unemployment insurance entitlement.....	\$292.00
From The Plan.....	<u>\$ 68.00</u>
TOTAL.....	<u>\$480.00</u>

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.

4.1 ■ An employee who is **on** layoff on the effective date of The Plan and not receiving weekly layoff benefits, but who **now** qualifies for benefit payments in accordance with the **terms** of The Plan, shall be entitled to claim weekly layoff benefit payments for the period of layoff subsequent to the date such claim is received by the designated Company **officer** provided such claim is submitted within sixty **calendar** days of the effective date prior to the date claim is received by the **designated**

Company officer shall be applied to the waiting period defined in Article 4.4(a)(ii). Such employee who fails to file a claim within sixty calendar days of the effective date of The Plan will forfeit his/her right to any benefit payments unless subsequently returned to work and again laid off.

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

ARTICLE 5

Training of Employees

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

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

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

(b) will be adversely affected by a notice served pursuant to Article 8 of The Plan requiring an employee to relocate or suffer a substantial reduction in his/her rate of pay, will be considered for training for another position within or without his/her seniority

group, providing he/she has the suitability and adaptability to perform the duties of that position and provided he/she has indicated a willingness to work in the job for which he/she may be trained whenever vacancies exist.

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

- (a) at training classes conducted by qualified Company personnel
- (b) at classes conducted by an approved training agency.

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

- (i) **qualify** the employee for a recognized Company position;
- (ii) offer a likelihood of employment in the Company on completion of the training period in a position for which the employee has been qualified; or
- (iii) in the case of employees with 20 or more years of Cumulative Compensated Service, include the possibility of qualifying the employee for employment within or without the railway industry.

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

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

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

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

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

ARTICLE 6

Relocation Expenses

Eligibility

6.1 To be eligible for relocation expenses an employee:

(a) must have been laid off or displaced, under conditions where such layoff or displacement is **likely to be** of a permanent nature, with the result that no work is available at his/her home location and **in** order to hold other work in the Company, such employee is required to relocate; **or**

(b) must be engaged in work which has been transferred to a new **location and** the employment moves at the instance of the Company; **or**

(c) must be affected by a notice which has been **issued** under Article 8 of The Plan and **he/she** chooses to relocate as a result of receiving an appointment on a bulletined permanent vacancy which at the time is not subject to notice of abolishment

under Article 8 of The Plan and such relocation takes place in advance of the date of the change provided this will not result in additional moves being made; or

(d) must have Employment Security under the provisions of Article 7 or preferred employment security under Article 7A and be required to relocate to hold work under the provisions of Article 7 and 7A of the Plan.

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

(a) must have two years' Cumulative Compensated Service:
and

(b) must be a householder, i.e., one who owns or occupies unfurnished living accommodation. This requirement does not apply to Articles 6.5, 6.6, 6.7 and 6.10; and

(c) must establish that it is impractical for him/her to commute daily to the new location by means other than privately owned automobile.

Relocation Benefits

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

6.4 An allowance of up to \$825.00 for incidental expenses actually incurred as a result of relocation.

6.5 Reasonable transportation expenses from his/her former location to his/her new location by rail, by bus or employee-owned automobile, and up to \$210.00 for an employee without dependants and that an additional amount of \$65.00 will be paid for each dependant for meals and temporary living accommodation. Receipts will be required for rail and bus transportation.

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

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

6.8(a) Except as otherwise provided in Article 6.8(c), reimbursement of up to \$14,000.00 for loss sustained on the sale of a relocating employee's private home which he/she occupied as a year-round residence. Loss sustained is determined as the difference between the value determined at the outset plus any real estate agent fees, legal fees, including those legal fees on purchase of a home at the new location, and any mortgage closure penalties, and the amount established as the selling price in the deed of sale.

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

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

(i) should a change take place involving relocation of Company employees whereby the number of homes being listed for sale by such Company employees represent 15 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 \$14,000.00 specified in paragraph (a) of this Article 6.8 shall be adjusted upward to equal

the maximum amount paid account loss on **sale** of home to **any** employee covered by such other Collective Agreement.

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

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

6.9 Payment of the cost of moving a wheeled **mobile** home which the employee occupies as a year-round residence. The **selection** of the mover and the cost of moving the mobile home **shall** require the prior approval of the Company **and shall** not, in any event, exceed a total cost of **\$7,000**. Receipts shall **be** required.

6.10 If an **employee**, who is **eligible** for **moving expenses** does **not** wish to move his/her household to his/her new location he/she may opt for a **monthly** allowance of **\$215.00** which will be payable for a maximum of **12** months from the date of **transfer** to his/her new location. Should an employee elect to transfer to other **locations** during such 12-month period following the date of transfer, he/she shall continue to receive the monthly allowance referred to above, but subject to the aforesaid 12-month limitation.

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

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

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

Appraisal Procedure

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

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

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

(c) If, however, the average of the appraisals is greater than 10%, then an effort shall be made to resolve the matter through joint conference of the officer and the employee concerned and the appropriate Union representative if so desired by the employee; such joint conference to be held within five 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 five 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.

(9) 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 eight 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 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 seven 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 14 years or up to the normal retirement date under the ONTC Contributory Pension Plan, whichever comes first.

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

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

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

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

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

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

ARTICLE 8

Technological, Operational and Organizational Changes

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

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

8.3 When **the** implementation of a **technological**, operational, or organizational change is delayed or is to be delayed, at the

instance of the Company, in excess of thirty calendar days, a new notice ~~as~~ per Article 8.1 shall ~~be~~ given.

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

8.5 If the above **negotiations** **do** not result in mutual agreement within 30 calendar days of the commencement of such negotiations, or such other period of time as may be agreed upon by the parties, the matters in dispute may be referred for mediation to a Board of Review composed of an equal number of senior officers of the Company and of the Union.

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

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

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

Maintenance of Basic Rates

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

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

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

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

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

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

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

Date	Basic Rate	Level
Oct.1, Yr.1	\$450.00	\$500.00
Jan.1, Yr.2 (4%)	468.00	518.00
Jan.1, Yr.3 (3%)	482.04	532.04
Jan.1, Yr.4 (3%)	496.50	546.50
Jan.1, Yr.5 (3%)	511.40	546.50
Jan.1, Yr.6 (3%)	526.64	546.50
Jan.1, Yr.7 (3%)	542.54	546.50
Jan.1, Yr.8 (3%)	558.82	Incumbency Disappears

For the purpose of this Article 8.9, the basic rate of a position paid on a four-week guarantee basis of the basic rate of a **position with standby** earnings shall be converted to a basic rate on a 40-hour week basis.

Example-Four-Week Guarantee

The basic rate of an employee who is guaranteed **179.3** hours for **each** four-week period, 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 **\$1,890.00** per four-week period, his/her Basic Weekly Rate shall be considered as **\$472.50** and his/her basic hourly rate shall be considered as **\$11.81**.

Example-Standby Earnings

The basic rate of an employee who receives a 25-hour straight time standby allowance for each four-week period (**which** is equivalent to **46.25** hours per week) is **\$10.00** per hour at the straight time rate. Such employee's Basic Weekly Rate shall be considered as **426.50** and his/her basic hourly rate shall be considered as **\$11.563**.

ARTICLE 9

Government Assistance Program

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

ARTICLE 10

Seasonal Employees

10.1 Seasonal Employees are defined as those who are employed regularly by the Company, but who normally only work for the Company during certain seasons of the year. Articles 4 and 8 of The Plan shall apply to these employees except that payment may not be claimed by any seasonal employee during or in respect of any period or part of a period of layoff falling within the recognized seasonal layoff period for such group. In respect of seasonal employees laid off during the recognized seasonal working period, the seven and thirtyday 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 30-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

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

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

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

ARTICLE 13

Amendment

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

ARTICLE 14

Commencement

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

ARTICLE 15

Duration

15.1 This Plan cancels and supersedes the Employment Security and Income Maintenance Plan dated January 20, 2003 between Ontario Northland Railway Company and the Associated Railway Unions.

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

IN WITNESS WHEREOF the parties hereto have caused The Plan to be executed this 22nd day of February, 2005 at North Bay, Ontario.

For ONTC:

For the Unions:

S. Carmichael
President

B. Kelly
President
CAW Local 103

S. Caverly
CAW Local 103

J. Krajc
CAW Local 103

D. Graham
CAW Local 103

T. McBean
CAW Local 103

T. Crundwell
CAW Local 103

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

R. Marleau
Chief Steward
United Steelworkers of
America Local 1976

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

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

APPENDIX "A"

Organization	Classification
T. C. R. C. TEAMSTERS CANADA RAIL CONFERENCE Maintenance of Way Employees Division	7.1 All TCRC employees in Track and B & B Departments Work Equipment and Welding Employees 7.2 Extra Gang Labourers
B. E. W. International Bro. of Electrical Workers	Signal Foreman Signal Technician Asst. Signal Tech. 6 Signal Maintainer Signal Assistant Signal Apprentice Signal Helper
CAW National Automobile, Aerospace, Transportation and General Workers Union of Canada Local 103	1 Office Clerks 4 Clerks and Other Classes of Employees including Stores Dept. (except office) 5 Train Service Employees, Passenger Operations Dept.
USWA United Steelworkers of America Local 1976	2 Train Operations-Agents, Operators Dispatchers 3 Telecommunications Employees

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