

**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, 2010**

**03010 (10)**

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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 the

deduction of the full amount of dues, no such deduction shall be made from the wages of such employee by the Company in such month. The Company shall not, because the employee did not have sufficient wages payable to him/her on the designated payroll, carry forward and deduct from any subsequent wages the dues not deducted in an earlier month.

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

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

**3.9** The amounts of dues so deducted from wages accompanied by a statement of deductions from individuals which will include their names, addresses, and telephone numbers shall be remitted by the Railway to the Local Union Financial Secretary not later than 40 calendar days following the pay period in which the deductions are made. The Company will also supply a list of those members who did not have Union dues deducted and the reason why no deduction was made.

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

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

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

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

#### ARTICLE 4

##### **Hours of Service and Overtime**

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

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



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

Example:	Hours Credited	Hours Paid
1 <sup>st</sup> two-week period	70	80
2 <sup>nd</sup> 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
1 <sup>st</sup> two-week period	75	80
2 <sup>nd</sup> two-week period	<u>95</u>	<u>80</u>
	170	160
Adjustment 10 hours @ 1½	<u>*15</u>	
	185	

• Payable 1<sup>st</sup> pay period after the four-week period involved.

(c) Regularly assigned employees booking sick or on leave of absence shall have their guarantee reduced by the scheduled hours of the missed trip (s)

(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.

(9) 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	<b>95</b>	<b>95</b>
2nd four-week period	<b>75</b>	<b>75</b>
	<b>170</b>	<b>170</b>

Basic 4-week hours **160**

Adjustment 10 hours @  $1\frac{1}{2}$  = **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	<b>70</b>	<b>70</b>
2nd four-week period	<b>85</b>	<b>85</b>
	<b>155</b>	<b>155</b>

Basic 8-week hours: **160**

Adjustment: Nil

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

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

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

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

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

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

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

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

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

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

**4.12** Spare employees performing unassigned service will be paid on a minute basis with a minimum of 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. When an employee is off duty at their home terminal, they cannot be called for duty until the expiration of 5 hours calculated from the time actually off duty.

**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.

**4.22** Left Blank

**4.23** 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.

**4.24** 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.

**4.25(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 4.25(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 4.25(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).

### **Overtime**

**4.26(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).



## Overtime Banking

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

- \* The half time associated to overtime may be banked up to a total of 24 hours per calendar year. This limit may be replenished throughout the year.
- \* Banked time must be taken in full day increments or the employee may elect to receive the pay.
- \* Employees must have cleared or be scheduled to clear their hours account by December 15<sup>th</sup>. 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.

## ARTICLE 5

### (Subject to Article 5.2)

#### Rates of Pay

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

<b>Effective</b>	<b>Jan. 1 / 08</b> <b>3%</b>	<b>Jan. 1/ 09</b> <b>3%</b>	<b>Jan. 1/10</b> <b>3%</b>
Steward	\$976.74	\$1006.04	\$1036.22
Steward (Counter Car)	927.32	955.14	983.79
Steward Waiter	964.72	993.66	1023.47
Waiter	824.80	849.55	875.03
Waiter (Counter Car)	800.23	824.23	848.96
Chef	964.72	993.66	1023.47
Cook	887.57	914.20	941.62
Kitchen Assistant	800.23	824.23	848.96
Host/Hostess	882.26	908.72	935.99
Train Attendant	811.30	835.64	860.71
Students (per hour)	\$10.55	\$10.8665	\$11.19

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 trainee to each shift.

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

(c) The rate of pay for such new employees will be 75% of the regular rate of the position to be worked, for 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 \$16.00 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 employees assigned to trains on which only one meal is served. Where more than one meal is involved, meal allowance in lieu of meals may be paid on trains on which only take-out snack and/or Galley Club tray meal service is available. No additional reporting time or release time will be allowed in either case.

**6.3** Allowance in lieu of free meals to employees covered by this Agreement will be \$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 train.

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

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

- (i) qualified laid-off employees at that terminal in seniority order.
- (ii) qualified laid-off employees from other home terminals provided no deadheading or expenses are involved.
- (iii) qualified spare employees from the closest other home terminal in seniority order.
- (iv) qualified assigned employees at that terminal on their rest days in seniority order.

## ARTICLE 8

### General Holidays

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

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

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

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

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

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

(b) must be available for duty on such holiday if it occurs on one of his/her work days excluding vacation days except that this does not apply in respect of an employee who is laid off or suffering from a bona fide injury, or who is hospitalized on the

holiday, or who is in receipt of, or who subsequently qualified for, weekly sickness benefits because of illness on such holiday; a regularly assigned employee who is required to work on such general holiday shall be given an advance notice of four calendar days, except for unforeseen exigencies of the service, in which case he/she will be notified not later than the completion of his/her shift or tour of duty immediately preceding such holiday that his/her services will be required;

(c) must be entitled to wages for at least 10 shifts or tours of duty during the 30 calendar days immediately preceding the general holiday. The number of shifts or tours of duty worked during that period exclusive of overtime divided by eight. This Clause (c) does not apply to an employee who is required to work on the holiday.

**NOTE:** Provided that an employee is available for work on the general holiday, absences from scheduled shifts or tours of duty because of bona fide injury, hospitalization, illness for which the employee qualifies for weekly sick benefits and authorized maternity leave, parental/maternity and adoption leave will be included in determining the 10 shifts or tours of duty referred to in this Clause (c).

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

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

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

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

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

## **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' cumulative service 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' cumulative service 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 cumulative service during the preceding calendar year, with a maximum of 28 working days; in subsequent years, he/she will continue vacation entitlement on the foregoing basis until qualifying for additional vacation under Clause (d) of this section.

Note 2: An employee covered by Clause (c) of this section will be entitled to vacation on the basis outlined therein if on his/her 8<sup>th</sup> 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 cumulative service 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 16<sup>th</sup> 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 6 days cumulative service 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 26<sup>th</sup> 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 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 have such vacation carried to the following year; however such vacation must be exhausted within 3 months after the employee returns to full duty (after ERTW). Arrangements to take vacation shall be exclusive of the normal vacation process. The Local Committee to be consulted.

**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 1<sup>st</sup> of each year.

**9.15 (a)** Applications filed prior to February 1<sup>st</sup>, 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.

**9.15 (b)** Employees with 28 days or more vacation will be allowed to take 7 days vacation in 1 day random increments, provided no additional cost to the Company and requests are made in advance to the immediate supervisor.

Employees who work more than 12 hours in a tour of duty or 12 hours when combined with a return trip, will have to use 2 random vacation days.

### 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 1<sup>st</sup> shall be required to take their vacation at a time to be prescribed by the Company.

**9.17** 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.

**9.18** 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 at pro rata rate.

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

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

## **ARTICLE 11**

### **Seniority Status and Lists**

**11.1** Employees shall accumulate seniority from the date of 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 removed 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 2-year period in such capacity, such employee shall no longer accumulate seniority but shall retain the seniority rights already accumulated up to the date of his/her promotion.

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

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

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

**11.7** Employees awarded in-charge positions as:

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

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

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

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



## ARTICLE 12

### Bulletining and Filling Positions

**12.1** All employees will be given their choice of runs on general bid which Will be posted twice a year. Dates of general bids will be the last Sunday in April 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 posted as per Article 12.1 will show effective date, full particulars and will be posted for five days in places accessible to all employees affected. The Local Committee to be consulted.

**12.3** When vacancies occur or new jobs are created or additional staff is required, for an expected period of 7 calendar days or more, such vacancies or new positions may be claimed by the senior employee desiring same; the local committee to be consulted in each case.

Employees assigned to fill positions under this Article 12.3 shall be considered as temporarily assigned and on completion of such temporary positions and assigned rest days they shall be returned to their former basic regular assignment. For the purpose of this clause annual vacation relief, leave of absence, sickness, injury, etc. shall be positions coming under the scope of this Article. Applications for positions will be submitted to the designated officer of the company the Unit Chair to be consulted.

**12.4** After an employee has completed an assignment as per Article 12.3 they may displace a junior employee on any other temporary assignment that was bulletined after they assumed the just completed assignment, before returning to his/her regularly assigned position.

**12.5** Employees returning from vacation, or leave of absence shall resume their former positions respectively or may,

immediately thereafter, exercise their rights to any position bulletined during their absence, and employees displaced will be permitted to exercise their seniority to any position they are qualified to fill, other than a position filled as per the ERTW Agreement.

**12.6** 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.

**12.7** Applications for positions must be submitted in writing to the designated officer of the Company within five days from the date the bulletin is posted. Applications will not be accepted from the employees creating the vacancies.

**12.8** 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.

**12.9** Employees awarded positions by bulletin shall be required to take up their assignment within five calendar days of posting of the award.

**12.10** 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.

**12.11** 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.

**12.12** 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.

**12.13** 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.

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

**12.15** 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.

**12.16** 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 60 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 trial period, such employee will be returned to his/her former position. This will not necessitate additional bulletins.

**12.17** 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.

**12.18** 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.

**12.19** 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.

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Example of Bulletin

Excursion Train Bulletin

Applications will be received of each year for the following ~~†~~  
Temporary positions :-

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 Bulletin Position".

**12.20** 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.

## **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 1<sup>st</sup> to June 1<sup>st</sup>, laid-off employees who are employed elsewhere will be recalled as required in reverse seniority order if no other laid-off employees are available, and if they fail to report, they will forfeit their seniority.

**13.15** 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 known address shall forfeit their seniority rights under this Agreement.

#### ARTICLE 14

##### Exchanging Trips

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

#### ARTICLE 15

##### Uniforms

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

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



## 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 making training trips will not be compensated.

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

## ARTICLE 17

### Leave of Absence and Free Transportation

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

**17.2** Employees shall be granted free transportation, in accordance with Company regulations, and leave of absence without pay to attend general meetings of the Union upon the request of the Local Chairperson or the Local President.

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

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

**17.5** 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 the guarantee. Necessary actual expenses will be allowed when supported by receipts.

## **ARTICLE 21**

### **Preservation of Rates**

**21.1** Employees temporarily assigned to higher rated positions shall receive the higher rate while occupying such positions. A temporary assignment to a higher rated position contemplates the fulfilment of the duties and responsibilities of the position during the time occupied. Assisting higher rated employees due to a temporary increase in the volume of work or for training purposes does not constitute a temporary assignment to a higher rated position. A regularly assigned employee temporarily assigned to a lower rated position shall not have his/her rate reduced.

## **ARTICLE 22**

### **Service Letters**

**22.1** Persons entering the service of the Company will, within 30 days from the date of employment, have returned to them all service cards and letters of recommendation which had been taken up for inspection by the Company, except those addressed to or issued by the Company.

**22.2** *An* employee who is dismissed or leaves the service of his/her own accord after giving due notice will, upon request, be given the usual letter of reference, and will be paid as soon as possible.

## ARTICLE 23

### Composition and Adjustment of Crews

**23.1** When employees are assigned and adjustments made in crew compliments, the Local Committee shall be consulted.

## 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.

### **Grievance Procedure**

**24.13** Should an employee subject to this Agreement believe he/she has been unjustly dealt with, or that any of the provisions of this Agreement have been violated, he/she shall within seven calendar days from the alleged unjust action, present the complaint to his/her immediate supervisor for adjustment.

#### **Step 1**

Failing satisfactory resolution of the complaint, the authorized local Union may, within **14** days, present the grievance in writing, on a form supplied by the Company, to the employee's



supervisor, whose decision shall be rendered within seven calendar days.

## **Step 2**

Within 21 calendar days following receipt of the decision rendered under Step 1 the authorized Local Union Representative may appeal the decision in writing to the Operating Department senior official, whose decision must be rendered within 21 calendar days.

**24.14** Upon request from either party, reasonable effort will be made to have meetings within the allotted times.

**24.15** A grievance not progressed within the time limits specified shall be dropped and shall not be subject to further appeal. Where, in the case of a grievance based on only a time claim, a decision is not rendered by the designated officer of the Company at Steps 1 or 2 within the time limits specified in such steps, the time claim will be paid. Payment under such circumstances shall not constitute a precedent, or waiver of the contentions of the Company in that case or in respect of other similar claims.

**24.16** The time limits specified in Steps 1 and 2 may be extended by mutual agreement between the parties referred to in each step.

**24.17** All conferences between shop officials and authorized Local Union Representatives will be held by appointment and concluded during regular working hours without loss of earnings to committee representatives.

**24.18** The Company will not discriminate against any employee who, as authorized Local Union Representatives, from time to time, represent other employees and will grant them leave of absence and free transportation over the Company's lines when delegated to represent other employees.

**24.19** If an authorized Union Representative should consider that a provision of this Agreement has been violated, he/she may

initiate a grievance, which shall be processed in accordance with the foregoing provisions of this Rule 34.

NOTE: Each party will notify the other of any changes in designated officers.

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

**24.21** 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. 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.

## **ARTICLE 25**

### **Final Disposition of Grievances**

**25.1** When a grievance concerning the interpretation or alleged violation of this Agreement or supplemental Agreements has not been settled at Step 2 of the grievance procedure, the Union or the Company may, within 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 1<sup>st</sup> to September 15<sup>th</sup>. They will be engaged for a specific period of time, will not accumulate seniority, and will not obtain bidding rights. They will also not qualify for fringe benefits other than those required by law.

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

### ARTICLE 33

#### Printing of Agreement

**33.1** Within 60 calendar days of the signing of the Master Agreement, the Company will undertake the responsibility of printing the Collective Agreement.

#### Continuation of Benefits on Retirement

**34.1** Effective April 23, 2008 Health and Welfare benefits applicable to active employees will continue until age 65 for employees:

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

NOTE: Employees who retired prior to April 23, 2008 will have continuation of benefits that were applicable upon his / her retirement date up to age 65.

## 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, 2010** and thereafter until revised or superseded subject to four months notice by either party at any time after August **31, 2010**.

Signed at North Bay, Ontario this 23rd day of April, 2008.

For ONTC:

For the Unions:

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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.  Railroad Signalmen

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

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

Ontario Northland Railway

North Bay, Ontario  
May 22, 1985

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

Dear Sir:

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

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

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

(6) where the nature or volume of the work is such that undesirable fluctuations in employment would automatically result.

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

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

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

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

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

Where a Union contends that the Company has contracted out work contrary to the foregoing, the Union may progress a grievance by using the grievance procedure which would apply if this were a grievance under the Collective Agreement. Such grievance shall commence at Step 2 of the grievance procedure,



the Union officer submitting the facts on which the Union relies to support its contention. **Any** such grievance must be submitted within 30 days from the alleged non-compliance.

Yours truly,

**P.A. Dymont,**  
General Manager

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

### Early Return to Work

The Canadian Auto Workers Local 103 and Management of the I 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 CAW Wage Agreements, to accommodate Department employees who become disabled.

S. Carmichael  
for Ontario Northland

Brian Kelly  
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 I Departments 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 Departments 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 ERTW Committee. Access to any and all ERTW forms shall be strictly limited to the ERTW Joint Committee and those management personnel identified by the ERTW 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 identified in the completed form

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

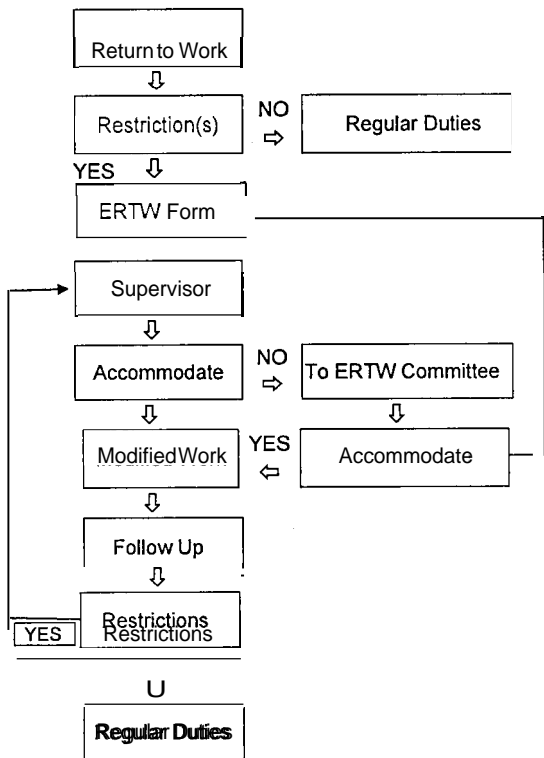
If the Joint ERTW Committee is unable to find a suitable placement within two weeks, this will be communicated to the employee identifying reasons why they are unable to accommodate, this could include that further information is required, further recovery is needed or no work is available. If the ERTW Committee determines that an accommodation cannot be made within the two week time frame, the employee shall remain on the applicable wage replacement program in accordance with the collective agreement or WSIB. If the ERTW Committee makes a recommendation to accommodate an employee, it shall be done forthwith.

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. Employees on long term accommodation (more than 6 months) shall be reviewed by the ERTW Committee once a year to establish if their has been any changes in the employees condition that could affect the accommodation. 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 days. This time frame will be reviewed to determine whether the time frame is suitable.



## Top – Up Pay for Early Return to Work Program

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

Actual Hours Worked	Top up percentage of hourly, daily, weekly or bi-weekly rate
4 to 5.5 hours	75%
Over 5.5 to 6.5 hours	85%
Over 6.5 to 7 hours	90%

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Greg Stuart  
Director of Human Resources

I concur:

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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 Chefs 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 Chefs 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.

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Greg Stuart  
Director of Human Resources

I concur:

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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 to 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:

For the CAW • Canada:

Gord Ryan  
Director Passenger Rail

Brian Kelly  
President Local 103

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

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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** Committees may:

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

#### Diversity and Community Access Programs

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

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

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

- ◆ an up-to-date census
- ◆ a workforce analysis and review of employment systems
- ◆ the identification of systemic barriers to the designated groups
- ◆ a review of current recruitment, promotion and training practices
- ◆ development of appropriate educational and training material for delivery by the Committee and supervisory staff.
- ◆ goals and timetables for hiring the designated groups
- ◆ 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.
- t an annual review procedure to monitor the progress of the program.

Agreed to this 22<sup>nd</sup> day of February, 2005

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Greg Stuart  
Director of Human Resources

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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

April 21, 2008

Mr. Brian Kelly  
President  
CAW Local 103

Dear Mr. Kelly,

**RE: Probationary Employees Work Performance**

During the 2008 round of bargaining, discussions took place regarding the evaluation of CAW employees while in their probationary period. It **was** agreed that the Company would conduct ~~two~~ evaluations as outlined in Policy 6-R.

If it is determined that the employees' employment with the Company is to be terminated, the Union will be provided copies of the evaluation forms to support the decision to terminate.

The union accepts that the company has met its obligations under the Collective Agreement on Union representation and on fair and impartial investigation if this process is followed.

I trust this is an accurate reflection of our discussions.

Yours truly,

Greg Stuart  
Director Human Resources

April 23, 2008

Dear Mr. Kelly

During negotiations we discussed the leave provisions in the various collective agreements represented by your local.

It **was** the position of the company that the existing leave provisions did not need to be adjusted in order for an employee to take a leave of absence in the event **of** an emergency. This letter **is** to confirm that **no** employee will be unjustly denied leave when requested due to an emergency.

I trust this reflects our discussions.

Sincerely,

Greg Stuart  
Director of Human Resources



April 23, 2008

Mr. Brian Kelly  
President CAW Local 103

Dear Mr. Kelly

RE: Human Rights

During the 2008 round of bargaining the company and union discussed the process to follow in the event a human rights complaint could not be resolved at an informal level.

In the discussions it was agreed that a process would be developed to investigate formal complaints through the use of a third party. It is anticipated that the third party will be selected through an RFP process and that the President of CAW Local 103 will participate in the selection of the mutually agreeable third party provider. During these discussions it was also agreed that any investigation done by the third party investigator would meet the company's obligations under the respective collective agreements' investigation language. Should discipline be assessed as a result of the investigation the union shall have the right to grieve the discipline in accordance with the collective agreement.

The parties further agreed to meet following negotiations to ensure the implementation of a mutually agreeable process by September 1, 2008.

I trust this accurately reflects our discussions.

Sincerely,

Steve Carmichael  
President

April 22, 2008

Mr. B. Kelly  
President  
CAW Local 103

This letter is in reference to the discussions during the 2008 round of bargaining with regard to the payment of Company/Carrier requested medical forms. To clarify the previous LOU dated January 20, 2003, it was agreed that the Company would bear the cost of any 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.

I trust this accurately reflects our discussions.

Greg Stuart  
Director Human Resources

A handwritten signature in black ink, appearing to be "GS" with a long horizontal line underneath.