

**ONTARIO NORTHLAND RAILWAY
Agreement No.8**

RATES OF PAY AND RULES

**GOVERNING THE SERVICES OF
LOCOMOTIVE ENGINEERS**

Expires December 31, 2004

January 20, 2003

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

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

Mr. A. Mitchell
President
CAW Local 103

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

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

Mr. P. Koning
General Chairperson
United Transportation Union

Dear Sirs:

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

Sincerely,

R. Hains
Executive Vice-President

Letter of Understanding

January 20, 2003

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

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

For the Unions:

For the Company:

Brotherhood of
Locomotive Engineers

R. Hains
Executive Vice-President

United Transportation Union

CAW Local 103 (President)

CAW Local 103 (Office Clerks)

CAW Local 103 (Clerks and
Other Classes)

CAW Local 103 (Train Service
Employees)

Brotherhood of Maintenance
of Way Employees

United Steelworkers of America
Local 1976

International Brotherhood of
Electrical Workers

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(Effective July 9, 1979)

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June 3, 2002

Mr. S.R. O'Donnell
Local Chairperson
Brotherhood of Locomotive Engineers
North Bay, ON

Dear Mr. O'Donnell

This is in reference to our discussions pertaining to the regulation of the Locomotive Engineers spareboard in accordance with Articles 44.1 and 44.10.

When the number of engineers is determined in accordance with Article 44.1 the spareboard is not to be adjusted again, except in accordance with Article 44.10. Should either party wish to adjust the board to above or below the required number, it must first be mutually agreed to in accordance with Article 44.10 (revised). The board is not to be adjusted on account of sickness, leave (unless off or known to be off 5 days) or mileage unless mutually agreed to.

I trust this accurately reflects our understanding, and will forward this letter to the appropriate crew offices.

Yours truly,

John Thib
Chief Transportation Officer
Englehart, ON

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I concur,

For the Company

For the Union

Mr. J. L. Thib
Superintendent Train Operations

Mr. S. R. O'Donnell
Local Chairman, B of LE

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June 3, 2002

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Mr. J. L. Thib
Chief Transportation Officer
Englehart, Ontario

Dear Sir,

This is in reference to our conversation regarding the Hearst Assignments. The focus of this conversation was to provide some stability to an engineer(s) wishing to bid these assignments on a permanent basis.

To accommodate this, the parties agreed to bulletin these assignments once a year on the Spring Change, notwithstanding the provisions contained in Article 41.1 of Agreement 8.

It was further agreed that the successful applicant(s) could not be displaced for the duration of the bulletin, unless it would result in a senior qualified engine service employee being placed in lay-off status and subsequently qualifying for "Preferred Employment Security" payments. Accommodations would also be provided to the successful applicant(s) if available. The present compliment of six (6) rooms would be maintained

In the event that there are no applications for these positions, all present rules in effect shall apply.

This shall in no way restrict the engineers from bidding off the assignments.

This agreement is subject to cancellation upon 15 days notice by either party.

The junior engineer not working as such remaining, shall be required to protect the unfilled vacancy.

Engineers transferred due to shortages in accordance with Article 43.6 may declare for any vacancy, permanent or temporary at the time of the transfer.

Engineers protecting service in accordance with the above will be released from the vacancy when a junior engineer not working as such becomes available, providing they have notified the appropriate crew office of their desire. (Englehart and/or North Bay).

If the above fails to fill the vacant position, Article 43.7 shall apply, until engineers not working as such become available.

I trust this accurately reflects our discussion, but should you have any questions, please contact me at your convenience.

Yours truly,

Shawn O'Donnell
Local Chairperson

I concur

J.L. Thib
Chief Transportation Officer

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Revised
April 24, 2002

Mr. J.L. Thib
Chief Transportation Officer
Englehart, ON

Dear Mr. Thib,

This is in regard to our recent conversation pertaining to the filling of positions in Work Train Service and positions in Cochrane and Hearst when no applications are received. In accordance with the provisions of Articles 1A 3(a), 42.2, 42.3, 43.2, 43.6 and 43.7 the parties agreed to the following interpretation.

Permanent & Temporary

- (a) When no applications are received for a position in Work Train Service, the junior engineer on the Work Train affected will be forced to fill such position. In the event that there are no engineers not working as such on the assignment, the junior engineer not working as such in the system will be required to protect. **Engineers not working as such forced to a position may declare for any engineer's position, permanent or temporary that their seniority entitles, prior to being forced in accordance with the above.**
- (b) (b) When no applications are received for a position in Cochrane and Hearst, the junior engineer not working as such at the location where the vacancy occurs will be forced to fill such position. In the event that there are no engineers not working as such at that location, the junior engineer not working as such in the system will be required to protect. **Engineers not working as such forced to a position may declare for any engineer's position, permanent or temporary that their seniority entitles, prior to being forced in accordance with the above.**

June 3, 2002

Mr. S.R. O'Donnell
Local Chairperson
Brotherhood of Locomotive Engineers

Dear Mr. O'Donnell:

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.

Also, the company will not be responsible for the cost of a doctor's certificate requested by a local officer when an employee is considered to be a continual offender or where sharp practice is apparent.

J. L. Thib
Chief Transportation Officer

S.R. O'Donnell
Local Chairperson – BLE

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Englehart, Ontario
June 3, 2002

8340-2

Mr. S. O'Donnell
Local Chairperson
BLE
North Bay, Ontario

Dear Mr. O'Donnell,

This letter is to confirm the continuance of the current vacation allotment.

Currently in Englehart up to four (4) Locomotive Engineers are allowed to take vacation at any one time, with an overlap.

Currently in North Bay up to four (4) Locomotive Engineers are allowed to take vacation at any one time, with an overlap.

Yours truly,

J. Thib
Chief Transportation Officer

I concur: S. R. O'Donnell

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Englehart, Ontario
November 16, 1999

Mr. S. R. O'Donnell
Local Chairperson
Brotherhood of Locomotive Engineers
North Bay, Ontario

Dear Mr. O'Donnell:

This refers to our discussions during the recent Article III negotiations pertaining to the manning of the Auxiliary Service.

One Engineer Will Be Called When:

- (a) The auxiliary is called to operate in the vicinity of a terminal or to proceed to a location where relief can be practicably supplied if required.
- (b) An auxiliary is called for movement to a terminal where another engineer (or engineers) on another subdivision will take over.
- (c) It is known that the work is for a short duration and relief will not be required for the engineer.

Two Engineers Will Be Called When:

- (a) The auxiliary equipment is required to work more than eighteen (18) hours per day to clear the main track or to clean up a wreck at any location.
- (b) The auxiliary equipment is required to operate in an area where relief cannot be practicably supplied, such as west of Kapuskasing or the Kapuskasing Subdivision or north of Fraserdale on the Island Falls Subdivision.

Yours truly,

J. L. Thib
Chief Transportation Officer

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May 20, 1999

Locomotive Engineers who are available for an entire booking period and are unable to obtain their mileage will be permitted to average this booking period with their next.

The Local Chairman must be notified prior to and be in agreement with the mileage to be average.

This understanding is subject to cancellation by either party with 30 days written notice.

Signed this 10th day of June 1999.

For the Union

For the Company

S. R. O'Donnell
Acting General
Chairperson

J. L. Thib
Chief Transportation
Officer

April 16, 1999

Mr. J. L. Thib
Chief Transportation Officer
Englehart ON

Dear Mr. Thib:

This is to confirm our understanding pertaining to the Passenger assignments working North of Englehart.

Effective on train No. 221 ex Englehart April 26, 1999 the regular crew change point for Locomotive Engineers will be in Englehart.

In order to minimize the loss in running miles due to this change, Engineers working north out of Englehart will be guaranteed a minimum of a 139 miles (total) per tour of duty.

We also agreed to eliminate the mileage carryover referred to in Article 44.13 for Engineers working in Passenger Service.

This supersedes the letter dated September 30, 1999 contained on page 229 of Agreement No. 8.

In the event a schedule change occurs in the present passenger assignment the parties agree to review this arrangement.

For the Company

J. L. Thib
Chief Transp'n
Officer

For the Brotherhood

S. R. O'Donnell
Acting General
Chairperson

PREAMBLE

The right to make and interpret contracts, rules, rates and working agreements for Locomotive Engineers (and Hostlers subject to Article 64.11) shall be vested in the regularly constituted committee of the Brotherhood of Locomotive Engineers.

Use of Masculine Gender

The use of the masculine gender in this agreement includes the feminine.

Classifications of Engineers

*Engineer:

The employee operating and responsible for the operation of the locomotive(s).

*Second Engineer:

The employee used as second man in the engine in passenger service.

Reserve Engineers:

Engine service employees who are qualified or certified to work as an engineer but not working as such. This does not include engine service brakeman.

Engine Service Brakemen:

Trainmen who are qualified or certified to work as engineers.

* Defined as essential services **Article 1**

Passenger Service

1.1 Rates of Pay

Rates of pay for engineers in passenger service are shown in Article 99.1.

1.2 Rates of Pay Article 99.1(a)

Engineers employed on electric or diesel-electric locomotives in passenger service to be paid the rate shown in Article 99.1(a).

1.3 Daily Guarantee

The earnings from mileage, overtime or other rules applicable for each day service that is performed, shall not be less than as shown in Article 99.1(b). In applying the minimum on assignments where engineers operate so as to make only the equivalent of a single trip each day they shall be paid the guaranteed minimum for each single trip.

Examples:

(a) On a 100 mile division, men double the road Monday, lay off Tuesday, double Wednesday, lay off Thursday etc. They should be allowed the minimum for each leg of their turn-around trip.

(b) On a 100 mile division, men double the road Monday and Tuesday, lay off Wednesday, double the road Thursday and Friday, lay off Saturday. These men make the equivalent of four single trips every three days and, therefore would not be entitled to the minimum for each trip.

(c) The date on which an engineer is required to report for duty will be considered the day on which service is performed.

1.4 Light Engines

Engineers operating light engines shall be compensated at rates of pay and under rules applicable to passenger service (on a speed basis of 20 miles per hour) except when light running is included in a passenger assignment or passenger day's work when rules applicable to passenger service short turnaround

April 16, 1999

Mr. J. L. Thib
Chief Transportation Officer
Englehart ON

Dear Mr. Thib:

This is in reference to the agreement we reached on April 15, 1999 as it pertains to the Extra Crew on the passenger assignment in North Bay.

It was agreed that in order to maintain the 4800-mile guarantee referred to in this agreement, Locomotive Engineers arriving in Englehart on train No. 121 would be deadheaded home on Saturdays. Locomotive Engineers protecting train No. 222 ex Englehart on Sundays will be deadheaded from North Bay to Englehart. Deadheading will be by taxi or a suitable vehicle will be provided.

We also agreed to eliminate the mileage carryover referred to in Article 44.13 for Engineers working in passenger service.

Implementation of this arrangement will commence with train No. 121 Sunday April 25, 1999.

In the event a schedule change occurs in the present passenger assignment the parties agree to review this arrangement.

For the Company

J. L. Thib
Chief Transportation Officer

For the Brotherhood

S. R. O'Donnell
Acting General
Chairperson

Englehart, Ontario
September 17, 1997

8309-1

Mr. S.R. O'Donnell
Local Chairperson
B of L.E.
North Bay, Ontario

Dear Mr. O'Donnell

This refers to our conversations regarding the manning of passenger trains at North Bay.

It was agreed that in the event a locomotive engineer is not available to man the second engineers position in passenger service at North Bay or Englehart, the train would operate with an employee holding a valid rules certificate as a second person in the locomotive cab.

On arrival at North Bay or Englehart, a qualified engineer would be called (if available) to replace that employee acting as the second person in the locomotive cab for the remainder of that tour of duty, and the complete tour of duty in accordance with the current assignment schedule for the return trip.

Yours truly,

J.L. Thib
Superintendent Train Operations

I concur:
S.R. O'Donnell
Local Chairman
B of L.E.

passenger runs (no single trip of which exceeds 80 miles) shall apply.

1.5 Deadhead Equipment

Engineers operating trains consisting exclusively of deadhead passenger equipment shall be compensated at rates of pay under rules applicable to passenger service.

1.6 Electric Car Service

Engineers employed in electric car service, whether operated in multiple unit or single unit, to be paid minimum rate shown in Article 99.1(a)

1.7 Motor Car Service

Engineers employed on motor cars, except rail diesel (Budd) cars, used in passenger service operated under train rules by engineers, regardless of whether operated by gasoline, steam, electricity, or other motive power, shall be paid minimum rate shown in Article 99.1(a). Engineers operating rail diesel (Budd) cars will be paid passenger rates.

1.8 Basic Day, Straight-away or Long Turnaround Service

One hundred miles or less (straight-away) or turnaround) five (5) hours or less, shall constitute a day's work; miles in excess of 100 will be paid for at the mileage rate provided.

1.9 Overtime, Straight-away or Long Turnaround Service

(a) In straight-away or long turnaround service, overtime shall be computed from time of departure from initial passenger station on a speed basis of 20 miles per hour.

(b) Overtime will begin when the elapsed time from time of departure from initial passenger station until time of arrival at final passenger station exceeds the miles run divided by 20.

(c) Overtime in straight-away or long turnaround passenger service shall be paid for on the minute basis at a rate per hour of 1/5 of the daily rate provided.

1.10 Basic Day, Short Turnaround Service (No Single Trip of Which Exceeds 80 Miles)

One hundred miles or less, eight hours or less, shall constitute a day's work, subject to the provisions of Article 1.11; miles in excess of 100 will be paid for at the mileage rate provided.

1.11 Overtime, Short Turnaround Service

(a) Engineers on short turnaround passenger runs, no single trip of which exceeds 80 miles, including suburban and branch line service, shall be paid overtime for all time actually on duty, or held for duty, in excess of eight (8) hours (computed on each run from the time required to leave the initial passenger station at beginning of run until final release at end of last run), within nine (9) consecutive hours; and also for all time in excess of nine (9) consecutive hours, computed continuously from the time required to leave the initial passenger station at beginning of run until final release at end of last run. Time shall be counted as continuous service in all cases where the interval of release from duty at any point does not exceed one (1) hour. Overtime to be computed on the basis of 12 1/2 miles per hour. This rule applies regardless of mileage made.

(b) Overtime in short turnaround service (no single trip of which exceeds 80 miles) shall be paid for on the minute basis at a rate per hour of 1/8th of the daily rate provided.

(c) For calculating overtime under this rule the Management may designate the initial trip.

1.12 Called for Straight-away or Turnaround Service

(a) Engineers will be notified when called whether for straight-away or turnaround service and will be compensated accordingly. Such notification will not be changed unless necessitated by circumstances which could not be foreseen at time of call, such as accident, locomotive failure, washout, snow blockade or where the line is blocked.

(b) Engineers may be called for turnaround service only when the distance from the initial terminal to the turnaround point is less than 100 miles.

Englehart, Ontario
September 17, 1997

8309-1

Mr. S.R. O'Donnell
Local Chairperson
B of L.E.
North Bay, Ontario

Dear Mr. O'Donnell

This refers to our conversations regarding the manning of freight train assignments at North Bay.

It was agreed that in the event a Transportation officer operates a locomotive in freight service between North Bay and Englehart, account no engineers being available at North Bay, an engineer assigned to the Englehart terminal would be called if available for the return trip between Englehart and North Bay.

Yours truly,

J.L. Thib
Superintendent Train Operations

I concur

S.R. O'Donnell
Local Chairman.
B of L.E.

December 9, 1996

Mr. J.L. Thib
Superintendent Train Operations
Englehart, Ontario

Dear Sir:

This is in reference to our discussions in regard to the through freight pool North Bay.

It was agreed that should no applications be received for a temporary vacancy on through freight North Bay, the junior engineer on the spareboard will be forced to such position.

When it is necessary to adjust the spareboard, the adjustment shall be made prior to the force.

This arrangement may be terminated upon 10 days notice by either party.

I trust you will notify the crew office North Bay of this arrangement.

Sincerely yours,

S.R. O'Donnell
Local Chairman
B of L.E.

J.L. Thib
Superintendent
Train Operations

1.13 Preparatory Time

(a) Engineers obtaining locomotives on shop track except as provided in Article 1.14 will report for duty 10 minutes prior to time locomotives are required to leave shop track. Such time shall be allowed for performing duties required of them prior to leaving the shop track at beginning of a day's work, and shall be paid for at a rate per hour of 1/8th or 1/5th as the case may be, of the daily rate applicable to the locomotive.

(b) Engineers on electric locomotives, electric car or motor car service, and diesel-electric locomotives operating in short turnaround passenger service (no single trip of which exceeds 80 miles) will be paid for all time necessary for the performance of preparatory work and such other duties as may be required prior to departure from station at initial terminal, on the minute basis at pro rata rate with a minimum of 15 minutes applicable to the locomotive or motor car operated.

(c) Time paid under this Article shall not be used to make up the basic day.

1.14 Time Allowance for Engineers on Locomotives Operating Through Terminals

(a) Engineers who obtain locomotives operating through terminals at a point where the incoming engineer delivers the locomotive to the outgoing engineer, regardless of the location at which the locomotive is delivered, will report for duty five minutes prior to the time required to take charge of the locomotive and will be paid for 15 minutes or five (5) miles at the rate applicable to the locomotive and service and such time shall not be used to make up the basic day.

(b) All incoming engineers will be paid 15 minutes or five (5) miles after arrival at change-off point at the rate applicable to the locomotive and service and such time will be used to the extent necessary to make up the basic day.

Note: The word "location" as used above refers to station, yard or shop track.

1.15 Initial Terminal Time

Initial terminal time will be computed and paid for on the following basis:

(a) **Straight-away Service-Diesel- Electric Locomotives Obtained on Shop Track**

From time locomotive leaves designated shop track until departure of train from initial passenger station.

(b) **Straight-away Service - Changing Off of Diesel Electric Locomotives**

Time occupied picking up and/or setting off a car (or cars) from their train, within 15 minutes of time required to report for duty, also all time in excess of 15 minutes from time required to report for duty until departure of train from initial passenger station.

(b) **Straight-away Service - Electric Locomotives, Electric Car and Motor Car**

From time required to report for duty until departure of train from initial passenger station.

Time paid under Clauses (a), (b) and (c) of this Article will be computed on the minute basis (each three minutes to count as one (1) mile), at the rate applicable.

(c) **Short Turn-around Service - Diesel-Electric Locomotives, Electric Locomotives, Electric Car and Motor Car**

From time required to report for duty until departure from initial passenger station. Such time to be paid for on the minute basis (each 4.8 minutes to count as one mile), at the rate applicable.

(e) Time paid under Clauses (c) and (d) of this Article will cover all services performed prior to time of departure from initial passenger station.

(f) The provisions of this Article do not apply to engineers acting as pilots.

1.16 Final Terminal Time

Englehart, Ontario
December 20, 1995

Mr. S.R. O'Donnell
Local Chairman
Brotherhood of Locomotive Engineers
North Bay, Ontario

Dear Mr. O'Donnell:

This letter is in reference to our discussions during the recent round of negotiations with respect to the incidental movement by Mechanical Department employees in and around the shop area in Cochrane when their track mobile is temporarily out of service.

During these discussions, the parties agreed to define the process by which Mechanical Department employees could perform incidental movements with locomotives in Cochrane. Accordingly, the following processes will apply:

1. Mechanical Department employees would only use a locomotive to move equipment when no yard crews are on duty.
2. Mechanical Department employees would only use a locomotive on an incidental basis when there are no other means of moving equipment.
3. In any case, switching movements will only be performed within existing shop track limits unless otherwise mutually agreed to.

If you concur, please sign where indicated.

J.L.Thib
Superintendent Train Operations

S.R. O'Donnell
Local Chairman, B of L.E.

Englehart, Ontario
July 12, 1995

1810-93

Mr. S.R. O'Donnell
Local Chairman
B of L.E.
North Bay, Ontario

Dear Mr. O'Donnell

This confirms the understanding reached between the Brotherhood of Locomotive Engineers and the Superintendent Train Operations concerning resthouse facilities in Englehart and Hearst.

Notwithstanding the provisions of Article 33, Agreement No. 8, the following will apply.

The Englehart and Hearst facilities will be made available to the unionized employees of the Rail Services division only. To accommodate the needs of the running trade employees, a block of twelve (12) rooms will be designated for the use of enginemen and trainmen.

It is understood that when a facility is established at Hearst, two or three rooms will be designated for use by Transportation Department employees.

The above understanding is subject to termination upon 30 days notice by either party.
Yours truly,

J.L. Thib
Superintendent Train Operations

I concur
S.R. O'Donnell
Local Chairman, B of L.E.

Final terminal time will be computed and paid for on the following basis.

(a) **Straight-away Service -Diesel Electric Locomotives
Delivered onShop Track**

From time of arrival at final passenger station until locomotive is delivered on designated shop track.

(b) **Straight-away Service – Changing Off on Diesel-
Electric Locomotives**

From time locomotive reaches final passenger station until time of arrival at change-off point; also time occupied in picking up and/or setting off a car (or cars) from their train with 15 minutes of time of arrival at change-off point, this not to involve duplicate payment, and all time on duty in excess of 15 minutes from time of arrival at change-off point until released from duty.

(c) **Straight-away Service - Electric Locomotive, Electric
Car and Motor Car**

From time of arrival at final passenger station until time of registering off duty.

(d) Time paid under this Article will be computed on the minute basis (each three minutes to count as one mile) at the rate applicable, and may be use to the extent necessary to make up the basic day.

(e) The provisions of this Article do not apply to engineers acting as pilots.

(f) In the application of this Article any miles run in the terminal during time so paid will not be allowed when computing the mileage of the trip.

**1.17 Service at Terminals and Switching at Turnaround
Points**

(a) Engineers making less than 100 miles will be paid for 100 miles but will be required for further service (except in switching at yards where regular yard engine(s) are on duty) to the extent

of five (5) consecutive hours at the rate of one (1) hour for each 20 miles for eight (8) consecutive hours at the rate of one (1) hour for each 12 1/2 miles (according to class of service).

(b) Engineers required to perform switching at terminals or turnaround points where yard engine(s) are not on duty will be paid for such service on the minute basis from time switching is commenced until switching is completed at a rate of 1/5th or 1/8th, as the case may be, of the daily rate applicable to the locomotive and service performed. Time so occupied will not result in a double payment and may be used to make up the basic day.

1.18 Inspection Time

(a) Engineers will be allowed 10 minutes after time locomotives are delivered on designated shop track except as provided in Article 1.14. Such time shall be allowed for performing duties required of them after locomotive is delivered on the shop track at end of day's work, and shall be paid for at a rate per hour of 1/8th or 1/5th, as the case may be, of the daily rate applicable to the locomotive.

(b) Engineers in all classes of passenger service on electric passenger service on electric locomotives, electric car and motor car service will be allowed a minimum of 10 minutes after arrival at the station, change-off or designated point for the performance of inspection and such other duties as may be required. Engineers on diesel-electric locomotives operated in short turnaround passenger service (no single trip of which exceeds 80 miles) will be allowed a minimum of 10 minutes after arrival at the station, change-off or other designated point for the performance of inspection and such other duties as may be required.

(c) Time paid under this Article will be used to the extent necessary to make up the basic day.

1.19 Definition of a Separate Run

Engineers used out of or at initial or final terminal to perform service other than that in connection with their train, before commencing or after completing trip, will be allowed a separate day for such work. It is understood that on branch runs, or at

Englehart, Ontario
June 24, 1994

8350-1

Mr. S. O'Donnell
Local Chairperson
Brotherhood of
Locomotive Eng'rs
North Bay, Ontario

Mr. K.L. Marshall
General Chairperson
United Transportation
North Bay, Ontario

Dear Messrs. O'Donnell and Marshall:

During the recent round of negotiations, it was agreed that a "Cab" committee would be formed. This committee will include a representative of the Brotherhood of Locomotive Engineers and the United Transportation Union, as well as a representative from the Rail Services Mechanical and Transportation Departments.

This agreement will replace the letter dated June 9, 1982, concerning "Cab" conditions, B of L.E. Agreement No. 8, page 162.

Yours truly,

J.L. Thib
Superintendent Train Operations

June 22, 1994

Mr. John Thib
Superintendent of Train Operations
Ontario Northland Railway
Englehart, Ontario
POJ 1HO

Dear Sir,

This letter will serve as our understanding relative to mileage averaging for Locomotive Engineers employed in Passenger Service.

Locomotive Engineers in Passenger Service who are available for an entire booking period and are unable to obtain their mileage will be permitted to average this booking period with their next booking period.

The Local Chairman must be notified prior to and be in agreement with mileage averaging.

This understanding is subject to cancellation by either party with 30 days written notice.

Yours truly,

Shawn R. O'Donnell
Local Chairman, B. of L.E.

Signed at North Bay this _____ day of _____, 1994.

For the B of L.E.

For the Company

S.R. O'Donnell

J.L. Thib

terminals where no yard engine is on duty, road engineers may be required to do yard passenger switching and will be considered as in continuous service.

1.20 Crew Returned To Different Point

When crews are returned to other than original point or terminal of going on duty, the company will provide free transportation between the two points.

1.21 On Duty Second Engineer

In passenger service, the second engineer will be called for the same time as the locomotive engineer and will go on duty at the time for which called.

1.22 Locomotive engineers employed in passenger service that are cancelled, shall be paid a minimum day for each trip lost. This article will not apply to cancellations due to shortage of men.

Article 1A

**Universal Rights
(Effective July 9, 1979)**

It is agreed that complete universal rights will be established on the system under the following general rules:

1. All Engineers will be allowed to exercise their seniority in any class of essential service as Engineer or Second Engineer. For positions at terminals where spare boards are maintained, only men who stand for spare board or better may apply. For positions at outlying points all Engine Service employees may apply.

2. When there are insufficient men available to fill all assignments or vacancies in essential services, Engineers' positions will be filled in preference to filling positions of Second Engineers.

3.(a) When no applications are received for bulletined positions these will be filled in accordance with Article 42.2. Reserve Engineers with a seniority date subsequent to February

1, 1958 should be aware of the requirement that full seniority rights must be exercised in essential services. They will be forced in such circumstances starting with the junior man.

(b) When a Reserve Engineer with a seniority date prior to February 17, 1958 is allowed to work in non-essential services at his/her home terminal, one of the five 1978 Reserve Engineers will be used in his/her stead on a one to one basis at other locations in preference to other employees.

4. Effective July 21, 1979 employees working under universal seniority will be paid the rate of the classification worked as follows:

Engineer

Current Engineer's rates

Second Engineer Passenger Service

Minimum passenger service rates.

Employees restricted from operating as Locomotive Engineer for disciplinary reasons, or who are not qualified as an Engineer Reserve Engineer Rate.

5. When a crew consists of an engineer and a second engineer the senior man shall be the engineer.

6. This Article 1A is subject to termination by either party on ten days' notice.

7. Any conflicting rules in this agreement will be suspended while this Article is in force.

Englehart, Ontario
March 10, 1994

Mr. S.R. O'Donnell
Local Chairman
B of L.E.
North Bay, Ontario

Dear Mr. O'Donnell:

This letter will serve as our understanding relative to the manning of vacancies in Cochrane and/or Hearst on a tour of duty basis.

Notwithstanding the provisions of Article 43.4, Agreement No. 8, it is agreed that:

When a vacancy occurs at Cochrane and/or Hearst as a result of engineman on rest, off sick or on authorized leave of absence, the following will apply:

(a) The senior engineman available will be called for such vacancy.

(b) Subsequent vacancies created will be manned by engineers not working as such. In all cases, the junior available engineer not working as such must respond.

(c) If this procedure fails to fill all vacancies created, relief will be provided from the Englehart spareboard.

This understanding is subject to cancellation by either party on thirty days notice in writing.

Signed at North Bay, Ontario, this 10th day of March, 1994.

For the Union:
S. O'Donnell

For the Company:
J.L. Thib

Englehart, Ontario
July 20, 1993

In reference to that part of the Transfer Agreement between ONTC and UTU/CNR and ONTC and B of LE/CNR, providing for "entitlement to terminal work time lost".

An agreement has been reached this 20th day of July 1993, in that "Terminal work lost time, lost by the run through of existing Freight Service, will be maintained for any of the employees involved with this service on the date of transfer."

"Employees affected will be paid a total of one (1) hour and forty-five (45) minutes terminal work lost time."

The effective date of this agreement will be the date of transfer of the North line to ONTC.

Mr. J.L. Thib
Superintendent Railway Train Operations

for Canadian National Employees
(B of L.E., UTU)
transferring to Ontario
Northland Transportation
Commission

Article 2

Freight Service

2.1 Rates of Pay

Rates of pay for engineers, in through and irregular freight, mixed, pusher, helper, snow trains, flanger specials, work, wreck, construction, and all other unclassified service, shall be as shown in Article 99.2(a).

2.2 Wayfreight Rates

Engineers in charge of locomotives on road switch runs, assigned wayfreights, snow plows and in snow spreader service, shall be paid as shown in Article 99.2(b) per 100 miles or less in excess of the rates specified for through freight service, according to class of power used; miles over 100 to be paid pro rata.

2.3 Electric or Diesel-Electric Locomotives

An engineer employed on electric or diesel-electric locomotives in the services covered by this Article shall be paid the rate shown in Article 99.2(a).

2.4 Basic Day

(a) In all classes of service covered by Article 2.1, 100 miles or less, eight hours or less, straight-away or turnaround shall constitute a day's work; miles in excess of 100 will be paid for at the mileage rates provided, according to classes of service.

(b) Engineers in pool or irregular freight service may be called to make short trips and turnarounds with the understanding that one or more turnaround trips may be started out of the same terminal and paid actual miles, with a minimum of 100 miles a day, provided:

First: that the mileage of all trips does not exceed 120 miles.
Second: that the distance run from the terminal to the turning point does not exceed 30 miles.

Third: that engineers shall not be required to begin work on a succeeding trip out of the initial terminal after having been on duty eight (8) consecutive hours, except as a new day, subject to the first-in, first-out rule.

2.5 Straight-Away or Turnaround Service

Engineers will be notified when called whether for straight-away or turnaround service and will be compensated accordingly. Such notification will not be changed unless necessitated by circumstances which could not be foreseen at time of call, such as accident, locomotive failure, washout, snow blockade, or where the line is blocked.

2.6 Turnaround Service

Engineers may be called for turnaround service only when the distance from the initial terminal to the turnaround point is less than 100 miles.

2.7 Provisions of Article 2.4(b), 2.5

The provisions of Articles 2.4(b) and 2.5 do not apply to engineers called for helper, pusher, snow trains, work, wreck or construction service.

2.8 Overtime

(a) Except as provided in Clause (b) of this Article, overtime will be computed from the time initial terminal time ceases to the time final terminal time commences.

(b) In helper, pusher, work or construction service, overtime will be computed from time locomotive leaves shop track until time locomotive arrives on shop track at end of trip or day's work.

(c) On runs of 100 miles or less, overtime will begin at the expiration of eight (8) hours from the time for computing overtime as set forth in Clauses (a) and (b) of this Article.

(d) On runs in excess of 100 miles, overtime will begin when the time on duty exceeds the miles run divided by 12 1/2 computed on the basis set forth in Clauses (a) and (b) of this Article.

Englehart, Ontario
September 30, 1991

8350-1

Mr. S. O'Donnell
Local Chairman
B of L.E.
North Bay, Ontario

Further to our discussion and understanding regarding the establishment of a North Bay Pool and an Englehart Pool for Engineers on Trains 121/221 and 422/222 between Cochrane, Englehart, and North Bay, please accept this as our letter of understanding. If you concur, please sign and return two copies, retaining the other two copies for your own files.

Three Engineers will operate between North Bay and Cochrane as per attached schedule for North Bay Pool. Home terminal North Bay.

Three Engineers will operate between Englehart, North Bay and Cochrane as per attached schedule for Englehart Pool. Home terminal Englehart.

It is understood that Engineers operating through Englehart will submit one trip ticket for the entire trip between North Bay and Cochrane.

The above arrangements may be terminated on a thirty (30) day notice by either party.

D.K. Hagar
Superintendent of Train Operations

I concur:
S. O'Donnell
Local Chairman
B of L.E.

will, if practicable be reduced by one or two employees. Such turn will be re-advertised to be placed on the working list as close as possible to the date the service will be re-established. If such train services are reduced on an intermittent basis due to reasons, such as car shortages, etc. the pool service list will be adjusted in accordance with the mileage regulations.

R.O. Beatty,
Superintendent of Train Operations.

ROB:vb

I concur:

Charles Valencik

(e) Overtime shall be paid for on the minute basis, at a rate per hour of 3/16ths of the daily rate, provided in Article 2.1 , according to class of service.

2.9 Preparatory Time

(a) Engineers obtaining locomotives on shop track except as provided in Article 2.10 will report for duty 10 minutes prior to time locomotives are required to leave the shop track. Such time shall be allowed for performing duties required of them prior to leaving the shop track at beginning of a day's work and shall be paid for at a rate per hour of 1/8th of the daily rate applicable to the locomotive.

(b) Time paid under this Article shall not be used to make up the basic day.

The provisions of this Article do not apply to engineers acting as pilots.

2.10 Time Allowance for Engineers on Locomotives Operating Through Terminals

All incoming engineers will be paid 15 minutes or three (3) miles after arrival at change-off point at the rate applicable to the locomotive and service and such time shall not be used to make up the basic day.

Note: The word "location" as used above refers to Station, Yard or Shop Track.

2.11 Initial Terminal Time

Initial terminal time will be computed and paid for on the following basis:

(a) Locomotive Obtained on Shop Track

From time locomotive leaves shop track until it passes the designated switch (i.e., main switch connecting with the yard track) of the yard in which the train originated.

(b) **Changing Off on Locomotives**

Time occupied in picking up and/or setting off a car (or cars) from their train within 15 minutes of time required to report for duty, also all time in excess of 15 minutes from time required to report for duty until time locomotive passes designated yard switch (i.e., main track switch connecting with yard track).

(c) At terminals where there is a series of yards, the words "main track switch connecting with the yard track", as used above refers to the outer switch of the last yard in which a car (or cars) is picked up and/or set off.

(d) When trains (such as express or mixed trains) originate at the passenger station and no car (or cars) is picked up or set out in yard at the terminal after leaving the passenger station, initial terminal time will cease from time of departure of train from passenger station.

(e) Time paid under this Article will be computed on the minute basis (each 4.8 minutes to count as one (1) mile), at the rate applicable to the locomotive and service, and may be used to the extent necessary to make up basic day.

(f) The provisions of this Article do not apply to road switch runs operating on a turnaround basis within a radius of 30 miles or to helper, pusher, work or construction service or to engineers acting as pilots on which terminal time will be included in time for computing overtime.

(g) In the application of this Article any miles run in the terminal during time so paid will not be allowed when computing mileage of trip.

2.12 Final Terminal Time

Final terminal time will be computed and paid for on the following basis:

(a) **Locomotives Delivered on Shop Track**

From time locomotive reaches the designated switch (i.e. main track switch connecting with the yard track), of the yard to which train is destined until time locomotive is delivered on shop track.

t
Englehart, Ontario
May 15, 1972

835001

Mr. C.J. Valencik,
General Chairman,
Brotherhood of Locomotive Engineers,
Box 287,
Englehart, Ontario.

Further to our discussion concerning Relief on Work Trains and reducing of unassigned freight crews on Temagami Subdivision please accept this as our Letter Of Understanding. If you concur sign and return two copies retaining the other two copies for your own files.

1. Relief on Work Trains

When relief is required for Enginemen on work trains for leave of absence, mileage, vacation, etc. where conditions are such that the position cannot be advertised under the twenty four (24) hour vacancy rule an Engineman will be supplied from the Enginemen's extra list as outlined under Article 43.3 and 43.4 for at least five days and if there are no applications for such vacancies it shall then be manned under Rule 43.6. If there are no available Enginemen at Englehart or North Bay depending on which home station is involved, then the position shall be manned under Rule 42.12. It is understood that no deadheading payments will be involved under this procedure unless so designated by some other scheduled article.

It is understood that where extra men are manning the position as outlined above that such men must remain with the work train whether or not the work train runs in and out or through terminals.

2. Adjustment of crews in Pool Freight Service Temagami Subdivision.

When it is known that trains in pool freight service such as (No. 109-210) are to be discontinued for a known period due to a mine shutdown or other reason, the Enginemen's pool freight list

For the Union:

Mr. Gilles Halle
Canadian Director

Mr. Shawn O'Donnell
Local Chairman

For the Company:

Mr. S.G. Carmichael
Vice President Finance &
Administration

(b) **Changing Off on Locomotives**

From time locomotive reaches the designated switch (i.e. main track switch connecting with the yard track) of the yard to which train is destined until time of arrival at change-off point, and all time on duty in excess of 15 minutes from time of arrival at change-off point until released from duty.

Note: In the application of Clauses (a) and (b) above, should train be delayed at semaphore, governing signal C.T.C. territory, yard limit board, or behind another train similarly delayed, final terminal time will be computed from the time locomotive reaches that point.

(c) At terminals where there is a series of yards the words "main track switch connecting with the yard track" as used above refer to the outer switch of the first yard in which a car (or cars) is picked up and/or set off.

(d) A train entering a terminal and not delayed at semaphore, yard limit board, behind another train or no car (or cars) is picked up and/or set off in the yard prior to reaching a point where such train is held account yard congestion, terminal time will commence at the point so held.

(e) When the passenger station is the destination of the train, and no car (or cars) is picked up and/or set off in the yard at the final terminal prior to reaching the passenger station, final terminal time will be computed from the time of arrival at the passenger station.

(f) Time paid under this Article will be computed on the minute basis (each 4.8 minutes to count as one (1) mile) at the rate applicable to the locomotive and service, provided, however:

- (1) Engineers on overtime on arrival at the point where final terminal time begins, final terminal time will be paid until arrival on shop track or change-off point, as the case may be, at a rate per hour of 3/16ths of the daily rate.
- (2) Engineers not on overtime on arrival at the point where final terminal time begins but the overtime period commences before locomotive is delivered on

designated shop track or change-off point, as the case may be, final terminal delay accruing up to the time when overtime period commences will be paid at a rate per hour of 1/8th of the daily rate, and time thereafter will be paid at a rate per hour of 3/16ths of the daily rate. In calculating overtime under this paragraph the overtime period will commence when the time on duty (computed from time initial terminal time ceases) exceeds the miles run divided by 12 1/2.

(g) In the application of this Article any miles run in the terminal during time so paid will not be allowed when computing mileage of trip.

(h) Time paid under this Article will not be used to make up the basic day.

(i) The provisions of this Article do not apply to road switch runs operating on a turnaround basis within a radius of 30 miles or to helper, pusher, work or construction service or to engineers acting as pilots, on which terminal time will be included in time for computing overtime.

2.13 Release at Final Terminal

Where yard engines are on duty engineers will be considered released from duty on arrival at objective terminals after yarding their train in a minimum number of tracks, including putting their caboose away if necessary, except that they may be required to perform switching in connection with their own train to set off and if necessary spot important or bad order cars. To accomplish this work they may be required to re-spot other equipment involved in performing this service. Should they be required to perform other work when yard engines are on duty or to make short runs out of the terminal they will be paid minimum of 100 miles for such service.

Where no yard engine is on duty road engineers will do yard switching and will be considered as in continuous service.

An engineer in straight-away service whose tour of duty requires him to operate through a location which is later to be the objective terminal will be considered released from duty in keeping with this Article if on arrival at such location he/she has been nine hours on duty. When released under this paragraph

LETTER OF UNDERSTANDING

Between Ontario Northland Railway

The Company,

and

Brotherhood of Locomotive Engineers

The Union

PAID EDUCATION LEAVE

The company agrees to pay into a special fund two (2c) cents per hour per employee for all compensated hours for the purpose of providing paid education leave. Said paid education leave will be for the purpose of upgrading the employee's skills in all aspects of Trade Union functions. Such monies to be paid on Quarterly basis into a trust fund established by the brotherhood, and sent by the company to the following address:

Mr. Gilles Halle
Brotherhood of Locomotive Engineers
150 Metcalfe Street, Suite 1401
Ottawa On. K2P 1P1

The company further agrees that the members of the bargaining unit, selected by the union to attend such courses, will be granted a leave of absence without pay, plus travel time where necessary. In the event that service requirements conflict with such a leave, the parties agree to meet to determine if adequate staffing is available. Said leave shall only be granted provided there is no extra cost to the company. Written requests to the company shall be submitted at least two (2) weeks in advance of the date of commencement of such a leave.

This Agreement becomes effective on the first day of December 1996, and may be terminated at any time by the union or the company on twelve months written notice by the company.

Signed at North Bay, Ontario this 15th day of November 1996.

G. Halle
Brotherhood of
Locomotive Engineers

G. Louttit
Inter. Bro. of Electrical
Workers, System Council #11

L. Marshall
United Transportation Union
(Trainman and Yardman)

R.J. Cote
ONR Police Association

the engineer will not be considered tied-up between terminals under the provisions of Article 14.

2.14 Inspection Time

(a) Engineers will be allowed 10 minutes after time locomotives are delivered on designated shop track except as provided in Article 2.10. Such time shall be allowed for performing duties required of them after locomotive is delivered on shop track at end of day's work, and shall be paid at a rate per hour of 1/8th of the daily rate applicable to the locomotive and service.

(b) Time paid under this Article will be used to the extent necessary to make up the basic day.

(c) The provisions of this Article do not apply to engineers acting as pilots.

2.15 Conversion Rule

Engineers on through freight and mixed trains, required to load or unload wayfreight or Railway's material, or switching enroute, i.e., station switching (moving from one siding to another or spotting a car (or cars) not handled in their own train) or switching (as hereinafter defined) in setting out and/or picking up a car (or cars) handled in their own train, will (unless through freight basis including time allowable at overtime rate for the trip amounts to more) be paid at wayfreight rates for the time so occupied, time so paid not to be included in computing overtime but may be used to the extent necessary to make up the minimum day, pay not to be in excess of wayfreight rates for the full trip. In calculating time engaged in performing the work referred to under this rule, it is understood that the time will be continuous from the time such work is first started until it is finally completed.

Engineers on through freight and mixed trains, making stops for the purpose of:

(a) taking on or setting off a car (or cars), (b) loading or unloading wayfreight, and/or (c) moving a car (or cars) in a siding at a point where no car (or cars) are taken on or set off, at more than five stations or that make more than 10 switches enroute or

a combination of such service, will be paid wayfreight rates for the trip. The minimum in the combination is seven, viz:

6 switches and 1 stop to take on or set off a car (or cars)
5 switches and 2 stops to take on or set off a car (or cars)
4 switches and 3 stops to take on or set off a car (or cars)
3 switches and 4 stops to take on or set off a car (or cars)
2 switches and 5 stops to take on or set off a car (or cars)
Stops and switches to set out bad order cars shall not be counted in applying this rule.

Switching enroute does not include switching at terminals before departure or after arrival of trains.

A stop shall be counted for picking up a car (or group of cars together) standing first out on siding or setting out a car (or group of cars together) from any part of train. If more than one car (or group of cars together) are set out and/or picked up at a station, a switch may be counted for each car (or group of cars together) set out or picked up, except that a switch shall not be counted in respect to the picking up of a car (or group of cars together) standing first out on siding, or the setting out of a car (or groups of cars together) when no additional move is required.

At points where a stop as above is counted, any switches made should not be counted, and vice versa, but at a station where a switch is performed, a stop may optionally be counted in figuring the combination of seven.

2.16 Side Trips

(a) Locomotive engineers on regular assignments in turnaround service, who are required to make additional side trips for which they were not notified at time of call, will be paid the additional miles run on such side trips, provided it is not the type of service contemplated by Article 13.

(b) The time involved in making such trips will not be used in computing overtime. The miles involved in such trips will not be used to make up the basic day, but will be used to make up the guarantee.

2.17 Switching

Associated Railway Unions

Letter of Understanding

June 17, 1996
(revised)

This will confirm that the Letter of Understanding concerning the Pension Plan, dated July 3, 1994 will be renewed as follows:

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

Signed at North Bay, Ontario the 17th day of June 1996.

For the Association:

For the Company:

D. Graham K.J. Wallace
Transportation
Communications
International Union
(General Office Clerks)

President

R. Marleau
Transportation
Communications
International Union
(Train Oprs. Employees)

R.F. Liberty
Brotherhood M of W
Employees
M. Kerr
C.A.W.
(Clerks and Other Classes)

M. Kerr
C.A.W.
(Train Service Employees)

M. Lesperance
C.A.W. (formally CBRT &GW)
(Train Service Employees)

W. Peterson
Transportation
Communications
International Union
(General Office Clerks)

S. C. Ruttan
Transportation
Communications
International Union
(Train Oprs Employees)

S. O'Donnell
Brotherhood of Locomotive
Engineers

G Louttit
Inter. Bro. of Electrical
Workers
System Council #11

K. L. Marshall United
Transportation Union

(a) Locomotive Engineers ordered for train service required to perform 4 or more hours switching at initial or final terminal (3 or more hours at Rouyn) in any one yard where yard locomotive engineers are not employed will be paid for time so occupied at yard rates, and if the time occupied exceeds 8 hours, yard overtime conditions will apply.

(b) Time paid under the provisions of this Article will be deducted in computing overtime and at the initial terminal may be used to the extent necessary to make up the basic day (each 4.8 minutes to count as one (1) mile), time so occupied will be computed from the time switching service commences until completed.

(c) The provisions of this Article do not apply to road switcher service operating on a turnaround basis within a radius of 30 miles or to helper, pusher, work, or construction service on which terminal time is included in time for computing overtime.

ASSOCIATED RAILWAY UNIONS

LETTER OF UNDERSTANDING

July 3, 1994

This will confirm the provisions of our agreement on the last outstanding item of negotiations concerning Employment Security.

Your request was to cover all current employees under the terms of Preferred Employment Security. The company's position was that employees hired after December 31, 1991 would not be covered for Preferred Employment Security.

Effective on the ratification of this agreement, in addition to employees currently protected by the provisions of the Employment Security and Income Maintenance Plan and Article 53A of Agreement No. 8 and 10, employees listed on the attached Appendix "A" will be covered under Article 7A and 53A of the respective agreements.

The purpose of this agreement is to grandfather all the above mentioned employees and that it is recognized that no new employees will be hereafter added to coverage under Preferred Employment Security.

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

FOR THE COMPANY

K.J. Wallace
President

FOR THE ASSOCIATION:

G. Schneider
Brotherhood M. of Way Emps.

M. Kerr
C.A.W. (formally CBRT & GW)
(Clerks and Other Classes)

Article 3

Yard, Transfer and Road Switcher Service

3.1 Rates of pay per day of eight (8) hours shall be as shown in Article 99.3(a).

3.2 Other Service

Engineers in Yard and Transfer Service may be used temporarily in any service in the terminal in case of necessity when their locomotive is required to work in other service or part of the terminal.

3.3 Basic Day

(a) Eight (8) hours or less shall constitute a day's work.

(b) Five Day Work Week for Regularly Assigned Engineers

(1) Except as otherwise provided, a work week shall consist of five consecutive days of eight hours each with two days off in each seven.

(2) At points where it is not practicable to grant two consecutive days off in a work week to regularly assigned or regular relief locomotive engineers, agreements may be made to provide for the accumulation of days off over a period not to exceed five consecutive weeks.

(3) Nothing in this Article shall be construed to create a guarantee of any number of days in a work week except that assignments of less than five days per week will not be established.

(4) Assigned engineers who perform service in excess of five days in their work week will be paid therefore at one and one half times the pro rata rate except where rest days are being accumulated and except as provided by Article 3.15.

Ontario Northland

June 9, 1982
8350-28

Mr. R.T. O'Donnell,
General Chairman,
Brotherhood of Locomotive Engineers,
North Bay, Ontario.

Dear Mr. O'Donnell:

During negotiations in response to your requests, the Company agreed to the following:

1. The five reserve engineers from the apprentice engineer program, namely A.E. Warren, G. Peever, M. Kenney, C.V. Hack and C.P. Cozac will, where practicable, be allowed to accumulate between 3,300 and 3,800 miles per mileage month.

Yours truly,

P.A. Dymont,
General Manager.

- (5) An assignment of more than five days per week may be established when shifts in excess of five are not covered by spare engineers.
- (6) In the establishment of regular assignments, representatives of the Railway and of the engineers will co-operate in designating day or days off.
- (7) When service is required by the company on days off of regular assignments it may be performed by other regular assignments, by regular relief assignments, or by spare locomotive engineers when not protected in the foregoing manner.

3.4 Beginning of Work Week

The term "work week" for regularly assigned engineers shall mean a week beginning on the first day on which the assignment is bulletined to work.

3.5 Manning of Vacancies and Extra Yard Engines

Engineers regularly assigned to five-day per week assignments shall be permitted on days when their regular assignments are not worked to man a yard vacancy or extra yard engine commencing during the hours of their cancelled shift, ahead of spare engineers, under the following conditions:

- (a) Engineers desiring such work will make application in writing.
- (b) The senior engineer so available will be called.
- (c) An engineer who has indicated he/she is available for such work will accept all calls until he/she cancels his/her application in writing.
- (d) Engineers who fail to respond to calls will not again be called for such work until they have again indicated in writing that they are again available.

3.6 Non-Consecutive Days Off

P.A. Dymont,
General Manager

If the Railway contends it is not practicable to grant two consecutive days off to a regularly assigned or regular relief engineer and that it is necessary to establish non-consecutive days off, representatives of the Railway and representatives of the engineers will confer and endeavour to agree upon the establishment of non-consecutive days off. If such representatives fail to agree, the Railway may nevertheless establish non-consecutive days off, subject to the right of the engineers to process the dispute as a grievance and in such proceedings the burden will be on the railway to prove that it was not practicable to grant two consecutive days off.

3.7 Spare Board Engineers Not Available

Regularly assigned engineers will be permitted to:

(a) Work a sixth shift in their work week either between shifts or on an assigned rest day when there are no spare engineers available, and/or,

(b) Work a tour of duty in road service on the day(s) off of their regular assignment when there are no spare engineers available, provided the following conditions are fulfilled.

(i) Engineers desiring such work will make application in writing to work a sixth shift or tour of duty in the work week.

(ii) The senior engineer so available will be called when such call will not interfere, with him filling his/her regular assignment.

(c) An engineer who has indicated that he/she is available for such work will accept all such calls until cancels his/her application in writing.

(d) Engineers who fail to respond to calls for any reason will not again be called for the duration of the time table unless the call was missed for reasons satisfactory to the proper officer of the company.

3.8 Tour of Duty in Road Service

Any tour of duty in road service shall not be considered in any way in connection with the application of the provisions of the

five-day work week, nor shall service under two agreements be combined in any manner in the application of the five-day work week.

3.9 Starting Time of Assignments

(a) Regular assignments in yard service, will have a fixed starting time. The starting time will not be changed without at least forty-eight (48) hours advance notice. Practice as to handling of transfer crews is not affected by this clause. So far as practicable assignments shall be restricted to eight (8) hours work.

(b) Where regular assignments are worked in continuous service, i.e., the second crew relieves the first, the third crew relieves the second and the first crew relieves the third, the starting time for the first crew shall be between 0600 and 0900 hours.

(c) The starting time of yard assignments other than those specified in clause (b) including extras shall be in accordance with the requirements of the service.

(d) Where mutually agreeable, on account of conditions produced by having two standards of time, starting time may be changed one hour from periods above mentioned.

Note: Exception to the above may be made to cover local requirements in isolated cases where mutually agreed to.

3.10 Calculating Assignments and Meal Periods

The time for fixing the beginning of assignments or meal periods is to be calculated from the time fixed for the crew to begin work as a unit without regard to preparatory or individual duties.

3.11 Meal Periods

(a) Engineers will be allowed twenty minutes for lunch between 4 and 5 1/2 hours after beginning of assignment without deduction in pay. Engineers will not be required to work longer than 5 1/2 hours without being allowed 20 minutes for lunch with no deduction in pay or time therefore.

Ontario Northland

June 9, 1982
8350-28

Mr. R.T. O'Donnell,
General Chairman,
Brotherhood of Locomotive Engineers,
North Bay, Ontario.

Dear Mr. O'Donnell:

During negotiations you asked for a letter similar to the one issued by Canadian National clarifying the intent of the agreement in respect of the work required of locomotive engineers and trainman upon arrival at the final terminal of their trip where yard engines are not on duty.

During discussions on the matter nationally, the Brotherhood confirmed that it was not seeking to change accepted practices that presently exist but was concerned that at some locations Company officers were requiring engineers, after turning their train over to the outbound crew, to take another engine from the shop track and perform industrial switching.

We informed you, that, as on Canadian National, your members will not be required to perform switching at the final terminal of the trip using another engine, after having turned over the engine consist on the train for which called to the outgoing crew except when switching is required in connection with the set off of their own train or in cases of necessity such as rerailing car, auxiliary service, handling stock or perishable traffic or where incoming power cannot be operated on yard or industrial track account track conditions.

We believe that generally speaking, our line officers are arranging work on arrival at final terminals where yard engines are not on duty along the foregoing lines. However, we hope that the above clarifications will clear up any misunderstandings in this regard.

Yours truly,

(b) When it is determined that more than one hour of overtime work is required, the locomotive engineer will advise the supervisor if he/she wishes a hot meal. Upon receipt of such advice the supervisor will arrange the work in such a manner that the locomotive engineer will have the opportunity to have a hot meal at the completion of nine hours of work. The crew will take their hot meal as a unit with the minimum time necessary to obtain a hot meal.

Note: This paragraph does not preclude the supervisor advising the crew after the seventh hour that overtime will be required and the crew may be released by the supervisor then or later for a hot meal. When so released it will not be necessary to provide an opportunity of obtaining a hot meal at the completion of nine hours of work.

3.12 Work Outside Switching Limits

Engineers called to perform yard service within switching limits shall not be used in road service when road engineers are available, except in cases of emergency. Engineers used in road service under conditions just referred to shall be paid, in addition to the regular yard pay, actual miles run. In the event overtime occurs, they will be paid hours (8 hours at straight time plus time and one-half thereafter at yard rates) or miles (8 hours at yard rate plus actual miles run), whichever is greater.

3.13 Rest

(a) Engineers may have rest after being 8 hours on duty upon advice to the proper officer. Engineers must give two hours notice of their desire to book rest.

(b) Engineers will not be required to report for duty until they have had eight hours off duty for rest, if desired. Such period off duty for rest must be booked on completion of shift and in no case shall less than three hours nor more than twelve hours off duty for rest be booked. The period off duty for rest shall be booked in even hours and once booked cannot be changed or cancelled.

3.14 Switching Limits Defined

Present switching limits will be designated by general notice at all points where yard engines are assigned, and will only be changed as necessitated by industrial activities and territorial extension of facilities. Copy of such notice will be forwarded to the General Chairman.

3.15 Overtime

(a) When yard engineers protect other than their own assignment, they will be compensated for such service at one and one-half times the hourly rate provided that calling procedures through article 3.7, E.S.B.'s not working as such and the seniority list have been exhausted.

(b) When engineers are required to remain on duty in excess of eight hours in continuous service, they will receive overtime at time and one-half on the minute basis. When they start a second shift within a 24 hour period, they will not be paid under the overtime rule but will start a new day.

3.16 Points for Going On and Off Duty

Engineers shall have a designated point for going on duty and a designated point for going off duty. The practice of engineers changing off at shop tracks and other points as now in effect will continue unless more convenient points are mutually agreed upon between the Railway and the representatives of the men. The points for going on and off duty will be governed by local conditions. In certain localities instructions will provide that engineers will report at the hump, others at yard office, others at roundhouse or ready tracks. It is not considered that the place to report will be confined to any definite number of feet but the designation will indicate a definite and recognized location.

3.17 Yard Service Crew Regulations

Engineers on yard locomotives will regularly work the same shifts, seniority to govern, except where at present working different shifts by rotation, such practice to continue.

3.18 Helper or Pusher Service in Connection with Yard Switching Service

May 31, 1979,
North Bay, Ontario

8350-28

Mr. R.T. O'Donnell,
General Chairman,
Brotherhood of Locomotive Engineers,
888 Worthington Street E.,
North Bay, Ontario.

Dear Mr. O'Donnell:

During negotiations for a renewal of the Collective Agreement, we gave you assurance that, should there be any developments on Canadian National with respect to the "pay system" or "lonesome pay", we would follow their lead.

Yours very truly,

R.O. Beatty,
Acting General Manager.

understood that enginemen and firemen at distant terminals will normally return to Englehart in regular scheduled service.

- (h) The above arrangements may be terminated on a thirty day notice by either party.

If you agree will you please so indicate in the space provided below and return one copy of this letter for our file.

Yours very truly,

F.S. Clifford,
General Manager,

I concur:
C.J. Valencik,
General Chairman,
B. of L. E.

Engineers ordered for helper or pusher service required to do switching in connection with their daily assignment will be paid yard rates and conditions.

3.19 Working Within Switching Limits

Yard rates and conditions will apply to engineers in work, construction, auxiliary, snow plow, snow spreader or flanger service for a yard tour of duty which is not continuous with road service.

3.20 Working Within 30 Mile Radius

Yard locomotive engineers may be required to perform switching service on the basis of a 30 mile radius from the respective terminal.

(Note: Other provisions in the collective agreement dealing with this issue will be revised to take into consideration this 30 mile radius.)

North Bay, Ontario
March 17, 1975

Mr. C.J. Valencik,
General Chairman,
Brotherhood of Locomotive Engineers,
PO Box 287,
Englehart, Ontario P0J 1H0

Dear Mr. Valencik:

This will serve to confirm the understanding reached between the Superintendent of Train Operations and yourself concerning the allocation of work of enginemen working north from Englehart.

Notwithstanding the provisions of Article 52.10, the following will apply:

- (a) A five man pool through freight service is set up to work north from Englehart.
- (b) All regular through freight trains (except No. 209 which is assigned) will be manned from the pool.
- (c) If a train is cancelled, the engineer or fireman will be placed in his/her next regular turn.
- (d) If a train is advanced to run as an extra service, the regular engineer or fireman in standing for that turn will be called.
- (e) All other necessary requirements will be manned from the extra lists.
- (f) Should the application of the mileage regulations result in a reduction of the number of crews in the pool, a new rotation schedule will be drawn up as mutually agreed with the Superintendent, or failing, the positions will again revert to unassigned service on the first-in, first-out basis.
- (g) Schedule conditions governing unassigned enginemen or firemen will apply except as outlined above and it is

Yours truly,

M.C. Hicks,
for General Manager

c.c. Mr. M.C. Hicks
Mr. R.O. Beatty
Mr. G.T. Nudds

Article 4

Snow Plow Service

4.1 Wing Snow Plows

Locomotives pushing wing plows will not have a train attached other than the cars necessary for the trip. A qualified man shall be placed in wing snow plows.

4.2 Switching at Terminals and Enroute

Engineers coming in from snow plow trip will not be required to do any switching at terminals, except to put their own train away, if no yard locomotive is immediately available. At points enroute engineers will not do any switching except when necessary to move cars in order to plow out a track or tracks.

Article 5

Work Train Service

5.1 The following freight service rules apply to work train service:

- 2.1 Rates of Pay
- 2.4(a) Basic Day
- 2.6 Called for Straight-away or Turnaround Service
- 2.8 (b),(c),(d),(e) Overtime
- 2.9 Preparatory Time
- 2.14 Inspection Time, except as provided in Article 5.2

5.2 Allowance When Tied Up Away From Home Terminal

Where no roundhouse staff is employed, engineers will be allowed 15 minutes at end of day, for miscellaneous service in connection with work on engine, providing that it does not exceed 15 minutes. This allowance is not to be made until eight hours have been worked and will be paid at pro rata rates. Where payment is allowed under this Article the 15 minutes provided for in Article 2.14 will not be allowed. Such time will be used to the extent necessary to make up the basic day.

5.3 Work Train Guarantee

Engineers assigned to work train service will be allowed one day for each 24 hours so held, whether at or away from home terminal, except as otherwise provided in Article 5.3.

5.4 Home for Saturdays and/or Sundays

(a) Engineers assigned to work trains for five days per week will be given transportation and allowed to go home for Saturdays and Sundays. When engineers can go home for Saturdays and Sundays they will not be paid.

(b) Engineers assigned to work trains in excess of five days per week will be given transportation and allowed to go home for Sundays. When engineers can go home for Sundays they will not be paid.

5.5 Sleeping Quarters

Suitable sanitary sleeping accommodation, including beds, clean blankets, sheets, mattresses, pillows, tables, chairs, wash basins and cook stoves will be provided for the exclusive use of engine and train crews in work train service, otherwise enginemen will be run to terminals where suitable sleeping accommodation is provided. When bunk cars are used they shall be stencilled "Train Operations Bunk Car" and be solely for the use of enginemen and trainmen. Cars to be equipped with screen doors and windows.

5.6 Mileage Regulations

Engineers on work train held away from points where spare men are stationed will advise their designated Railway officer in sufficient time to permit him to get spare men to point they are working, by the time they have made the mileage allowance stipulated to cover that service. No deadhead mileage to be allowed.

5.7 Manning Work Trains

(a) Work trains going on for seven days or more will be bulletined over the entire system. All engineers, including engineers not working as such, are eligible to apply.

Ontario Northland Railway

8350-28

North Bay, Ontario,
January 29, 1975

Mr. C.J. Valencik,
General Chairman,
Brotherhood of Locomotive Engineers,
PO Box 287,
Englehart, Ontario.

Dear Mr. Valencik:

This refers to my letter of December 27, 1974 in which we agreed that, effective May 1, 1975, two locomotive engineers would be called for road auxiliary service under certain conditions.

In order that there will be no misunderstanding of the intent of this arrangement, the following will apply:

One Engineer Will be Called When -

- (a) The auxiliary is called to operate in the vicinity of the terminal or to proceed to a location where relief can practicably be supplied if required.
- (b) An auxiliary is called for movement to a terminal where another engineer (or engineers) on another subdivision will take over.
- (c) It is known that the work is for a short duration and relief will not be required for the engineer.

Two Engineers Will be Called (if available) When -

the auxiliary equipment is required for a long duration to clear the main track or clean up at a wreck.

When two engineers are called, as provided above, a fireman/helper will not be called.

made in the pool when any crew falls below 3,300 miles.

- (c) before additions or reductions, known extra service or cancellations will be taken into account.

The arrangement contained in Clause 3 (b) above for reducing the pool is a temporary arrangement to be used only until the 3700 mile figures in Article 44.1 (e) and 44.5 (d) become operative, at which time average miles will again apply. If you find the above to be acceptable, please sign and return one copy of this letter for our records.

Yours very truly,

F.S. Clifford,
General Manager,

Attch.

I concur:

Charles Valencik,
General Chairman

In the event of no applications being received, the junior man or men on the spare boards at the terminal out of which the service is operated will be assigned. Senior man may have preference to spotting engine or engines, handling pile drivers or ditchers when used in work train service.

- (b) Senior men will have choice of assignment when two or more work trains are working at the same time. Engineers when going on work or construction trains will be notified 24 hours previously so they can make necessary preparations, except in case of emergency.

5.8 Complaints Against Engineers

Any complaint made against engineers in work or construction train service will not be sufficient cause for their removal until such report has been investigated by the appropriate officer.

5.9 Operation of Work Trains

Ten (10 Consecutive) Days - When required for operational purposes and notwithstanding the provisions of Article 5.4 two five day periods may be combined into one ten day period with four consecutive days off. Locomotive Engineers assigned to such work trains will be given transportation and allowed to go home for the four days off. Locomotive Engineers assigned to work trains under the provisions of this paragraph will be allowed one day for each 24 hours so held and not used, whether at or away from home terminal, except for any of the four days off on which they were allowed to go home.

5.10 Calculation of Time

- (a) Assigned and unassigned work trains in straight-away service, and in turnaround service where the road haul in one direction is less than 100 miles, will be paid on the basis of time or miles, whichever is the greater, calculated from time of coming on duty until time of going off duty.

- (b) For assigned work trains in turn-around service where the road haul in one direction is 100 miles or more, switching or delay at initial point shall not be paid separately but shall be included in the day's work; switching or delay after arrival at the

tie-up point shall be paid in addition to the miles run on the minute basis at pro rata rates.

(c) For unassigned work trains, when the distance between the terminal and working point is 100 miles or over, pay will be under freight rules, allowing time at working point as terminal time. When the distance between the terminal and working point is less than 100 miles, pay will be on the basis of time or miles, whichever is greater, calculated from time of coming on duty until time of going off duty.

5.11 Unassigned Engineers-Five Days or Less

Unassigned locomotive engineers ordered at the home terminal for work train service may be called for five days or less and will protect the work train assignment for that period whether tied up at the away-from-home terminal or enroute.

5.12 Definition of Work Train Service

Work Train Service is service ordered or advertised for the sole purpose of:

- (a) switching, loading and/or unloading material, and other service for the maintenance, improvement, construction or reclamation of company property; including
- (b) wreck clearing operations (auxiliary service); and
- (c) service exclusively engaged in handling company material, empty equipment, boarding and/or outfit cars, road repair cars, or auxiliaries directly to or from loading sites or work sites.

Service, other than that described in Clause (c), whose sole purpose, on a tour of duty basis, is hauling company material, empty equipment, boarding and/or outfit cars, or auxiliaries from one terminal to another terminal for that tour of duty will not be considered as work train service.

5.13 Locomotive engineers in work train service where the Company does not provide for meals and lodging will be eligible to claim reasonable necessary expenses as follows:

Ontario Northland Railway

8350-28

North Bay, Ontario
April 3, 1974.

Mr. C.J. Valencik,
General Chairman,
Brotherhood of Locomotive Engineers,
Box 287,
Englehart, Ontario.

Dear Mr. Valencik:

This refers to the application of the mileage regulations contained in Article 44 of the Collective Agreement as they pertain to engineers in pool and spareboard service.

As agreed during negotiations, the following procedures will replace those contained in the letter of June 4, 1970 for regulating the number of men employed in each of these services:

1. Every 15 days a record will be prepared showing mileage made by engineers (a) in pool service, (b) on the spareboard.
2. Mileage will be checked at the end of each such period for any 15 consecutive days as may be mutually agreed upon between the General Chairman of the Brotherhood of Locomotive Engineers and the designated Railway officer.
3. Adjustments will be made to the working lists immediately based on such 15 day checks in the following manner.
 - (a) additions will be made only when the men already working, plus the men to be added, can earn 3,800 miles per month;
 - (b) reductions will be made to maintain average miles on the spareboard at 3,300 miles; reductions will be

Accepted and agreed to:

F.S. Clifford,
General Manager

- i) Meals: \$35.00 per day or \$20.00 per day when tied up at a terminal considered their normal place of residence.
- ii) Boarding: Engineers who elect to stay with friends/relatives when they would otherwise be required to stay at a hotel/motel will be reimbursed for the amount they pay for lodging up to a maximum of \$20.00 per day.

Article 6

Road Service Guarantee

6.1 Minimum Guarantee

Regular assignments in road service, exclusive of work train, which do not operate into or out of a terminal where a spare board is maintained will be guaranteed the equivalent of 3,000 miles per month at the minimum through freight rate.

6.2 Paid Not Less Than Minimum Guarantee

Engineers filling such assignments who are ready for service the entire month and who do not lay off of their own accord, will receive not less than the minimum monthly guarantee. Such engineers may be used in other road service to complete guarantee when it will not interfere with performing their regular assignment.

6.3 Proportion of Monthly Guarantee

Engineers filling an assignment only a portion of the month will be paid their proportion of the monthly guarantee.

Article 7

Holding Tickets

Locomotive Engineers who elect to hold tickets may do so under the following conditions:

- (a) All tickets must be entered into the wage claim system, or faxed to Englehart from Hearst for entry immediately after the shift or tour of duty has been worked.
- (b) Employees wishing to hold tickets must indicate this on the ticket being submitted.
- (c) Employees will be responsible for releasing held tickets before year-end and in time to be included in the final payroll in that current year.
- (d) Employees claiming incumbency will not be permitted to hold tickets during the applicable pay period.

Brotherhood of Locomotive Engineers

Englehart, Ontario
April 3, 1974

Mr. F.S. Clifford,
General Manager,
Ontario Northland Railway,
North Bay, Ontario,

Dear Sir:

The undersigned is a signatory to a collective agreement dated May 25, 1971, between Ontario Northland Railway and the Brotherhood of Locomotive Engineers governing the services of locomotive engineers. The agreement contains a provision that is intended to assist employees subject to its terms who are affected by a technological change (as defined in Section 149 of the Canada Labour Code) to adjust to the effects of such technological change.

The undersigned hereby agrees and specifies that the technological change provision in the agreement is, and is intended to be, in lieu of the technological change provisions of the Canada Labour Code (R.S.C. 1970, Chapter L1, as amended by statutes of Canada 1972 Chapter 17), that Sections 150, 152 and 153 of the Canada Labour Code do not apply during the term of the agreement and the agreement and specifications set forth herein shall be binding upon the undersigned as fully and effectually as if the same had been contained in the agreement.

If this arrangement is satisfactory to you, will you kindly execute and return the enclosed duplicate copy of this letter.

Yours Truly,

C.J. Valencik,
General Chairman,

It is also understood that the above arrangement may be terminated on thirty days' notice given by either party.

On receipt of your concurrence, by signing and returning one copy of this letter, we are prepared to implement the above on a date which will be satisfactory to you and the Superintendent of Train Operations.

Your advice in due course will be appreciated.

Yours very truly,

E.A. Frith,
General Manager,

I concur: Charles Valencik

Article 8

Combination Service

8.1 Engineers performing more than one class of road service in a day or trip will be paid for the entire service at the highest rate applicable to any class of service performed; the overtime basis for the rate paid will apply for the entire trip.

8.2 The incidental handling of a caboose or a freight car in connection with the movement of a passenger train will not involve the payment of freight rates.

8.3 When two or more locomotives of different weights on drivers are used during the trip or day's work, the highest rate applicable to any locomotive used shall be paid for the entire trip.

8.4 Composite Service

When a second or reserve engineer is instructed by an appropriate officer of the company to perform service as a locomotive engineer during a continuous tour of duty in road service, he/she will be paid for the entire tour of duty at the rate of pay of the locomotive engineer.

Article 9

Piloting

9.1 Engineers acting as pilots will be paid from the time required to report for duty until time of registering off duty on completion of trip or day's work at the rate of pay applicable to the class of power and under conditions pertaining to the class of service piloted, except that articles dealing with inspection time shall not apply.

9.2 An engineer in charge of a locomotive over a subdivision with which he/she is not familiar, will be furnished with an engineer, if available, as pilot, in addition to engine crew.

Note: In the application of this Article 9.2, the number of trips over a particular subdivision during which a locomotive engineer is furnished a pilot before he/she is considered "familiar" with

such subdivision will be the subject of local agreement between the appropriate officer of the company and the General Chairman of the Brotherhood. In the event that they cannot agree, the Company may determine the number of trips which it considers adequate, subject to the right of the General Chairman to process the dispute as a grievance directly at Step 3 of the grievance procedure. In such proceedings, the burden will be on the Company to show that the number of trips for which a pilot is furnished is adequate.

Article 10

Housing and Taking Locomotive Out

10.1 Engineers will be paid on the minute basis with a minimum of fifteen (15) minutes when required to put a locomotive in or take a locomotive out of the shop. Such time will be paid for at a rate per hour of one-eighth (1/8th) or one-fifth (1/5th), as the case may be, of the daily rate applicable to the class or locomotive and service, and will not be used to make up the basic day. Time so paid will not be included in computing overtime or terminal time. This Article will apply only when engineers are instructed to perform this work.

Ontario Northland Railway

8350-28

North Bay, Ontario
May 1, 1972.

Mr. C.J. Valencik,
General Chairman,

Brotherhood of Locomotive Engineers,
Box 287,
Englehart, Ontario.

Dear Mr. Valencik:

This will serve to confirm our understanding of matters which were recently discussed between yourself and Mr. R.O. Beatty, Superintendent of Train Operations, with regard to allocation of work on Temagami SD.

Notwithstanding the provisions of Article 52.10, the following will apply with respect to the allocation of work to engineers working out of North Bay home station.

- (a) Engineers in pool service will run first-in, first-out handling all unassigned revenue-producing trains.
- (b) It is understood that engineers in pool service may be used to perform other work out of away-from-home terminal when no spare engineer is available at that point. When so used, such pool engineers will be relieved after 48 hours, if practicable, by spare engineers without deadheading payments being involved.
- (c) When spare engineers are moved in service to outlying points, no restrictions are placed on the handling of revenue-producing or other cars on their return movement.
- (d) When spare engineers are required at outlying points to handle spareboard work, except relief, they may be required to run from the home terminal to such outlying point handling revenue-producing freight even though pool crews are available.

B. Engines Not Running

1. Open all circuit breakers and switches.
2. Release air brakes and apply hand brakes; block wheels if required.
3. Complete report 771.
4. Close doors and windows.

J.W. Miller
Manager of Rail Services.

Article 11

Watching or Tending Locomotives

11.1 (a) Locomotive engineers in road service will be in charge of and responsible for steam generator units coupled in the locomotive consist and will be paid 60 cents per ticket for each unit coupled in the consist at any one time during any portion of the trip.

(b) A reserve engineer in road service will assist the locomotive engineer in attending to steam generator units coupled in the locomotive consist and will be paid 45 cents per ticket for each such unit coupled in the locomotive consist at any one time during any portion of the trip.

11.2 (a) Employees called out to attend locomotives or steam generator units after termination of trip or day's work, will be allowed pay at pro rata minimum freight rate per hour for all time occupied, with a minimum of four (4) hours for each call. Time paid for under this rule shall not be used to make up the basic day.

(b) Both members of an engine crew will not be paid for watching the same locomotive or steam generator at the same time.

Article 12

Deadheading

12.1 Deadheading or travelling passenger on Railway business, with the proper authority, will be paid for as follows:

(a) Deadheading paid separately from service will be computed on the basis of miles or hours, whichever is the greater, with a minimum of 100 miles, overtime pro rata, at the minimum rate applicable to the train on which the engineer travels.

(b) When deadheading is coupled with service paid for at road rates, such deadheading time and any dead time will be taken into account with the time occupied in other service when

computing overtime, and the time or mileage will be paid for at the highest rate applicable to any class of service performed with a minimum of 100 miles. The provisions of Articles 1.15, 1.16, 2.11 and 2.12 (Terminal Time) will apply when deadheading and service are combined.

(c) When deadheading is coupled with service paid for at yard rates, such deadheading time and any dead time will be paid for separately from the time occupied in yard service, miles or hours, whichever is the greater. If deadheading is performed on the passenger train (or highway vehicle) it will be considered as passenger service, and if on a freight train, as freight service.

(d) When an employee is ordered to deadhead on pay, the company will provide or arrange for transportation. When rail or public transportation is not available and an employee is authorized to use his/her private automobile, the employee will be reimbursed for the miles travelled via the most direct highway route as per the company's policy.

(e) Employees deadheading on freight trains will receive, in addition to their basic pay therefore, the payments provided in Article 12 an allowance of \$3.00 in lieu of payment for the Train Length Allowance provided for in this agreement.

12.2 Deadheading, Exercising Seniority Rights, Etc.

Engineers deadheading to exercise seniority rights or returning after having done so, or as a result of the application of Article 44, will not be entitled to compensation therefore. Deadheading in connection with relief work which engineers have bid in or claimed on seniority basis shall not be paid for, but when not so bid in or claimed and engineers are ordered by the Railway to deadhead, shall be paid for, except where engineers are forced to fill an assignment due to no applications being received. In all cases, when engineers are sent and relief is for two tours of duty or more, deadheading shall not be paid for.

12.3 Standing on Board

When deadheading through freight crews to and from home terminals, the crew standing first out will deadhead and be placed on board ahead of crew of train on which they deadhead.

Final Inspection Time

Under All Circumstances Before Going Off Duty:

Comply with the requirements of the Engineer's and Fireman's Register and Rest Book.

Before Leaving a Diesel Locomotive at a Maintenance Point:

1. Complete report 771.
2. Make full application of independent brake.
3. Leave the locomotive and steam generator controls in the prescribed position.
4. Apply hand brake.

Before Leaving a Diesel Locomotive at a Run Through Point:

1. Complete Report 771.
2. Make full application of independent brake.

Before Leaving a Diesel Locomotive Where Shop Staff is not Available:

A. Engines Running

1. Make full application of independent brake.
2. Remove reverse handle with throttle in idle and selector lever in "Off" position, open generator field switch.
3. Apply hand brake; block wheels if necessary.
4. Check that steam generating system is operating as required; check water supply.
5. Complete report 771.
6. Turn off lights, close doors and windows.

1. Examine report 771 of the incoming engineer.
2. Check headlight and classification lights.
3. Ensure that approved flagging equipment is on locomotive.
4. Perform required brake test.

Taking Charge of a Diesel Locomotive Where Shop Staff are not Available:

1. Start up engines in prescribed manner if shut down.
2. Ensure that air brake control devices are properly positioned; that air compressor(s) is working normally and that air gauges indicate pressure required for service.
3. Check headlight, classification lights and back up light.
4. Check that fire extinguishers are in proper location.
5. Ensure that approved flagging equipment is on locomotive.
6. Apply and release air brakes and operate communicating signal to ensure that they are in working order.
7. Check fuel supply.
8. Test bell, whistle and sanders.
9. Check that the steam generating system is operating as required; check water supply.
10. Ensure that hand brakes are released; remove wheel blocking if necessary.

12.4 Engineers Transportation

Engineers required to deadhead will be sent on the closest possible means of transportation to the ordering time of the service required. Engineers required to deadhead to and from Hearst who elect to use their own automobile will be reimbursed for the expenses at the rate of 23 cents per kilometre.

Article 13

Assisting Trains, Doubling Grades, Etc.

13.1 Actual mileage run will be allowed to engineers:

- (a) Taken from trains on the road to assist other trains.
- (b) Doubling grades.
- (c) Running for fuel and/or water.
- (d) Plowing and/or flanging side tracks.
- (e) When run more than one mile off main line.
- (f) Required to run around train to set off a bad order car when switch points of the track on which the bad order is to be set off face opposite direction to the movement of the train when such runaround involves a distance of more than one mile.
- (g) Whose train becomes disabled between sidings and as a result may be required to set off bad order car(s) at next siding and then return to pick up remaining portion of train provided such movement exceeds one mile.

Such mileage to be added to the road mileage of the trip.

Article 14

Tied Up Between Terminals

14.1 Engineers, other than those in wreck, work, construction, snow plow and flanger service, may be tied up at any point between the initial terminal and the point for which called and the

tie-up point shall be recognized as the final terminal. Engineers so tied up shall be paid actual miles or hours to the tie-up point but not less than a minimum day of one hundred (100) miles, and from time tied up until again resuming duty will be compensated hour for hour on the basis of one-eighth (1/8th) of the daily rate per class of service and engine involved, for the first eight (8) hours in each twenty-four (24) hours so held. When resuming duty a new day will commence. In the application of this rule to engineers ordered for a turn-around trip, the turning point or any intermediate point will be considered as being between terminal points. In the application of this rule it is not the intention that the engineer will be left without an engine.

14.2 Engineers on wreck, snow plow and flanger trains, after being on duty twelve (12) hours, may be tied up for not more than eight (8) hours at any point between the initial terminal and the point for which called (the tie-up point to be recognized as the final terminal). Engineers so tied up shall be paid actual miles or hours to the tie-up point. When resuming duty a new day will commence. In the application of this rule engineers ordered for a turnaround trip, the turning point or any intermediate point will be considered as being between terminal points.

14.3 Engineers in work or construction service may be tied up away from recognized terminal points and the point where the crew ties up at the completion of day's work will be considered as the terminal point.

14.4 Engineers will not be tied up under this Article except when it is possible for them to be relieved of all responsibility relating to the locomotive, and sleeping accommodation is furnished by the Railway, consideration also to be given to the availability of eating facilities at the point tied up.

Ontario Northland Railway

8350-1

North Bay, Ontario
July 1st, 1962

Locomotive Engineers
Enginemen's Bulletin Books

Basis of Payment to Locomotive Engineers for Preparatory Time and Final Inspection Time

Except as outlined below, inspection and maintenance of diesel locomotives, electric locomotives, multiple unit cars and self-propelled rail cars are the responsibility of the Railway maintenance staffs. Locomotive engineers are required to perform the following duties for which they will be paid preparatory and final inspection time.

Preparatory Time

Under All Circumstances When Reporting for Duty:

1. Sign appearance sheet where required.
2. Comply with requirements of Rule 3 of Canadian Rail Operating Rules.
3. Read and sign bulletins and instructions where required.

Taking Charge of a Diesel Locomotive at a Maintenance Point:

1. Apply and release air brakes and operate communicating signal to ensure that they are in working order.
2. Ensure that all hand brakes are released.
3. Ensure that approved flagging equipment is on locomotive.

Taking Charge of a Diesel Locomotive at a Run Through Point:

minute basis, for all time so occupied with a minimum of 3 hours, in addition to their terminal time.

“Conductor Only” crews who elect to perform service in accordance with this memorandum shall also be entitled to the premiums contained in the “Conductor Only Agreement” in addition to these payments.

The provisions of this Memorandum shall supersede any other conflicting articles contained in Agreement No. 8

Signed this 3rd day of June 2002

J. L. Thib
Chief Transportation Officer
ONTC

—
S. O'Donnell
Local Chairperson
BLE

S. Schrepf
Human Resources
ONTC

—
C. Yantha
Vice Local Chairperson
BLE

K. Duquette
Manager Labour Relations
ONTC

—

G. Zabarelo
Labour Relations Officer
ONTC

Article 15

Held for Special Service

15.1 A regularly assigned engineer used on other than his/her regular assignment will be paid at schedule rates and under conditions applicable to the service performed, but if as a result of performing such service he/she is prevented from following his/her regular assignment, he/she shall be paid for such service not less than he/she would have received had he/she remained on his/her regular assignment.

Article 16

Called and Cancelled

16.1 Engineers called for service and afterwards cancelled will be paid a minimum of eight (8) hours, or one hundred (100) miles at a rate per hour of one-eighth (1/8th) of the daily rate applicable to the locomotive and class of service called for.

16.2 Engineers cancelled after reporting for duty will be paid not less than one hundred (100) miles as per class of power and service called for.

16.3 Engineers in unassigned service who are allowed less than one hundred (100) miles under this Article will hold their turn out, but if allowed one hundred (100) miles or over will be dropped to the bottom of the list.

16.4 This Article shall not apply to engineers who after reporting for duty, are held on duty and used in service other than that for which called originally.

Article 17

Runaround

17.1 A locomotive engineer first out in unassigned service who is first out and is runaround will be paid actual time lost and

he/she will be placed at the bottom of the list ahead of the Engineer who was called in his/her stead.

A locomotive engineer in unassigned service who has come on duty in his/her turn will remain with the train called for and will not be entitled to compensation under this Article if another locomotive engineer who comes on duty later gets out of the terminal first.

17.2 In cases of accident requiring the use of auxiliary, the first engineer available may be called without involving claim for runaround.

**MEMORANDUM OF AGREEMENT
BETWEEN**

**BROTHERHOOD OF LOCOMOTIVE ENGINEERS
AND**

ONTARIO NORTHLAND RAILWAY

**FREIGHT CREWS PERFORMING
INDUSTRIAL SWITCHING IN YARDS**

It is agreed that when yard crews are not on duty and the Company is unable to call an extra yard to perform industrial switching due to a shortage of men, the following shall apply:

- 1) An on duty road crew who elects to perform the switching shall be paid at yard rates, on a minute basis, for all time so occupied with minimum of 3 hours, in addition to their terminal time.
- 2) Home terminal road crews shall be used to perform industrial switching at the home terminal, in preference to on-duty road crews assigned to another terminal.
- 3) A shortage shall not be deemed to exist until all calling procedures have failed to provide a yard crew.

**INCIDENTAL MOVEMENT OF CARS WHEN
MAKING UP TRAIN**

Road crews required to move cars not pertaining to their train shall be paid at yard rates, on a minute basis, for all time so occupied with a minimum of 3 hours, in addition to their terminal time.

Road crews picking up or setting off their train/cars at the CNR transfer yard in North Bay, shall be paid at yard rates, on a

Article 18

Held Away from Home Terminal

18.1 Locomotive engineers who are held at other than their home terminal longer than 8 hours without being called for duty, will be paid on the basis of 12 1/2 miles per hour for all time held in excess of 8 hours at the minimum rate in the class of service last performed, except as provided in paragraph 18.2 of this Article. If rest is booked in excess of 6 hours, these excess hours will be added to the 8 hours. Time to be computed from the time pay ceases on the incoming trip. The rerouting of locomotive engineers in order to return them to their home terminals shall not involve the payment of runarounds. Time to be submitted on a separate time return.

Note: Reference Clause 4.1 B.L.E., Conductor Only Operation.
Note: To apply to assigned or unassigned service.

18.2 In cases of wrecks, snow blockades or washouts between the location at which held and the home terminal, locomotive engineers in unassigned service who are held at other than their home terminal longer than 12 hours, without being called for duty, will be paid for the first 8 hours in each 24 hour period, subsequent to the initial 12 hour period, on the basis of 12 1/2 miles per hour at the minimum rate in the class of service last performed.

18.3 Where rest periods in excess of 8 hours are booked, the 12 hour period before pay commences will be increased correspondingly. For example, if 10 hours rest is booked, pay for time held will commence after the expiration of 14 hours.

18.4 Payments accruing under this Article shall be paid separate and apart from pay for the subsequent service or deadheading.

18.5 This Article, combined with any other Article, in this agreement, will not operate to require the payment of duplicate time.

18.6 For the purpose of applying this Article, the Railway will designate a home terminal for each engineer in pool, freight and unassigned service.

18.7 In the event deadheading is paid for separately from service, held away from home terminal time will continue to accrue until the train on which ordered to deadhead departs from the station if ordered to deadhead on a passenger train or from the time train departs from the yard if ordered to deadhead on a freight train.

18.8 When assignments are established representatives of the Company and the Local or General Chairman of the Brotherhood will cooperate to minimize the layover at the away from home terminal to the extent practical.

Article 19

Deleted

between the hours of 0800 and 1600 every forth day of the furlough segment.

d) An employee on the furlough position may not bid on any positions, permanent or temporary.

e) When no qualified personnel, home stationed at North Bay, are available, employees on furlough will be recalled and will assume their former assignment or exercise their seniority in accordance with Agreement No. 8. Such employee will be afforded forty-eight (48) hours notice for such recall. An employee failing to report on the expiration of the forty-eight (48) hours will have his/her furlough payment discontinued. Failure to make contact will result in the discontinuation of the furlough payment.

f) During furlough segments, employees will not be eligible for statutory holiday or vacation payment.

g) An absence of any employee on the furlough position due to disability, authorized leave or such will not create a vacancy.

6) Duration of Agreement:

This agreement will remain in effect until the fall Change of Bill in the year 2002.

7) Lump Sum Retroactive Payment:

A payment totaling \$175,000 has been agreed upon as a settlement to the Running Trade Employees represented by the BLE and UTU who were adversely effected by the implementation of the North Bay By Pass. The division of this payment to individual employees will be determined in consultation with the BLE and UTU.

Signed this 15th day of April ,1999.

for the BLE:

S. R. O'Donnell
M. J. Kenney

for Ontario Northland

J. L. Thib
J. S. Mainville
M. J. Restoule

no bids be submitted, the Junior eligible person will be forced to the position in accordance with the collective agreement.

M. Kenney	C. Cozac	J. King
W. Quevillion	D. Wood	S. O'Donnell
C. Knight	D. Beatty	K. O'Grady
T. O'Grady	W. Sykes	D. Warren
B. Irwin	G. Hay	D. Selin
R. Barber	J. Borden	R. Young
J. Sayer	G. Ranney	P. Clement
D. Austin		

5) Furlough Position:

a) Following the signing of this agreement, one (1) furlough position will be established for the year excluding the months of July and August. This furlough assignment will be broken into eleven (11) twenty-eight (28) day periods and may be occupied only by those individuals stationed in North Bay as listed below. Such employees will annually submit a bid for furlough segments. Segments will be assigned in seniority order with a limit of one (1) segment per employee. Any unused segments will be offered in seniority order to the employees listed. In the event there remains unused segments, the junior Engineer listed below will be forced onto the furlough.

M.J. Kenney	C.P. Cozac	J.J. King
K.S. O'Grady	D.R. Wood	W. Sykes
S. O'Donnell	D.H. Warren	C.G. Knight
T.A. O'Grady	D.F. Beatty	

b) Employees assigned to the furlough position will be paid a rate of \$4,814.41 per segment, pro rated if required. Payment will be made in biweekly corresponding with current pay practices.

c) An employee assigned to the furlough position will:

- (i) maintain his/her rules and medical qualifications.
- (ii) keep the proper officer of the Company advised, in writing of their address and telephone number so that her/she may be readily contacted.
- (iii) employees assigned to the furlough position will be required to contact the North Bay yard Coordinator

Article 20

Picking Up and Setting Out Diesel Units Enroute

20.1 Locomotive engineers who are required to set out or pick up a diesel unit (or units) involving their locomotive consist and who, while performing this service are required to make or break connections (electrical and/or air hose connections other than brake or signal hose) between units will be paid as per Article 99.12

20.2 The term "unit (or units)", refers to a unit which is coupled in the locomotive consist and is in charge of the locomotive engineer making a claim under this Article.

20.3 This allowance shall be paid but once at each point enroute where such service is performed regardless of the time occupied or of the number of units set out or picked up at such point.

Note: In the application of this Article, a locomotive engineer who is required to pick up or set out a diesel unit(s) utilized in yard service, which cannot be multiplied with the road unit(s) and who is required to ensure that such unit(s) is prepared for dead haul or is properly secured when setting out, will be paid the allowance provided herein.

Article 21

Held for Investigation

21.1 Engineers who, during their off duty time, are required to attend Company investigations or who are held off work by the Company for such investigations or who are held off work on Company business on order of the proper officer, will be paid as follows:

(a) Engineers shall be paid actual time lost. When no time lost, will be paid hour for hour at a rate per hour of one-eighth the daily guarantee at the rate of service last performed with a minimum of four hours.

(b) Engineers in unassigned service or on the spare board will be allowed pay hour for hour for the first eight (8) hours in each twenty-four (24) hours so held (computed from the time required to report or to deadhead) at a rate per hour of one-eighth (1/8th) of the daily guarantee for passenger service and if they lose their turn, pay will be allowed for a full day of eight hours. Men who lose their turn will take their standing on the board as from the time they are released.

21.2 Actual reasonable expenses will be allowed when away from home terminal.

21.3 In the application of this Article no allowance will be made for deadheading under Article 12.

NORTH BAY YARD BY PASS MATERIAL CHANGE AGREEMENT

between

ONTARIO NORTHLAND AND BROTHERHOOD OF LOCOMOTIVE ENGINEERS

1) Purpose:

The purpose of this memorandum of agreement is to minimize the adverse effects on employees, within the BLE bargaining unit, of the change in operation at North Bay resulting from the implementation on October 20, 1997 of the ON/CN By Pass Agreement

2) Scope of Agreement:

It is recognized that the adverse effects of the implementation of the ON/CN By Pass Agreement as resulted in the loss of regular and extra yard shifts in the North Bay Yard totaling 506 shifts per year.

3) Coverage and Entitlement:

The provisions of this agreement shall apply, as specified in Article 4 and 5, to employees located in North Bay who were actively working or eligible to work in the ranks of the BLE at the time of the implementation of the By Pass agreement.

4) Northlander Passenger Crew Assignments:

a) Following the signing of this agreement, in addition to the three (3) Passenger Engineers currently head quartered out of North Bay, one (1) additional Engineer position will be established and referred to as "EXTRA" Passenger Crew. A mileage guarantee of 4800 miles per month will be paid if necessary.

b) Those employees located in North Bay as listed below, who were actively working or eligible to work in the ranks of the BLE at the time of the implementation of the By Pass Agreement, will be eligible to bid on the "EXTRA" crew. Should

Q. 5 When an engineer is set back to the UTU ranks, does he/she qualify under the terms of the UTU Conductor Only Agreement?

A. Yes

Article 22

Attending Court

22.1 Engineers attending Court or Coroner's Inquest on legal cases in which the Railway is involved, or subpoenaed by the Crown in such cases, will be furnished with necessary transportation and paid as follows:

(a) Engineers in assigned service will be paid for actual time lost; when no time is lost, pay will be allowed hour for hour for the first eight (8) hours in each twenty-four (24) hours so held (computed from time required to report or to deadhead) at a rate per hour of 1/8th of the daily guarantee for passenger service with a minimum of four hours if required during a lay-off period of less than 16 hours or more, pay for a full day of eight hours will be allowed.

(b) Engineers in unassigned service or on the spare board will be allowed pay hour for hour for the first eight (8) hours in each twenty-four (24) hours so held (computed from time required to report or to deadhead) at a rate per hour of 1/8th of the daily guarantee for passenger service with a minimum of four hours if they do not lose their turn, but if they lose their turn pay will be allowed for a full day of eight hours. Men who lose their turn will take their standing on the board as from the time they are released.

22.2 Actual reasonable expenses will be allowed when away from home terminal.

22.3 Court witness fees and mileage will be assigned to the Railway.

22.4 In the application of this Article no allowance will be made for deadheading under Article 12.

Article 22A

Jury Duty

22A.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 23

Time Returns

23.1 Engineer on completion of trip will complete time return for the engine crew and submit same to the proper officer of the Railway.

Wage tickets must be submitted as soon as possible following completion of each tour of duty. Wage tickets not entered in computer system within ten days must be presented to the Manager Train Service for payment.

23.2 Where there is a question regarding the time or mileage to be paid for, any portion not in dispute will be allowed and the engineer will be promptly advised regarding the portion which is not allowed, together with the reason why not allowed. In cases where all time or mileage claimed on any time return is disallowed, such time return will be promptly returned to the engineer through the proper officer of the Railway.

Questions and Answers:

These questions and answers have been compiled in an effort to explain the intention of negotiations associated to the Conductor Only Agreement signed November 27, 1996.

Clause 2.1(b)

Q.1 What does the term "straight lift" mean?

A. The cars must be together and first up in the track from which they are to be lifted. A Conductor Only Crew will not be required to make more than three straight lifts.

Clause 3.3

Q.2 If a conductor is given a cut number when doubling his/her train into the minimum number of tracks, does this constitute switching?

A. Yes, however the intent is that this will only be done to protect the blocking integrity of the train, and the 12 1/2 mile premium payment will apply.

Q.3 May a Conductor Only Crew be required to transfer a block of acid to the CPR at North Bay?

A. Yes, this may be required, and the 12 1/2 mile premium payment will apply. When a Yard Crew is on duty they will assist with such transfer.

GENERAL

Q.4 When ESB'S are required to bid a vacancy in Cochrane to protect their incumbency and upon arriving in Cochrane are subsequently promoted to locomotive engineer does the incumbency protection still apply?

A. Yes.

APPENDIX A

1. Train Length Allowance:

Engineers in any class of freight service will be entitled to an allowance, per tour of duty, based on the maximum train length, including the locomotive consist, hauled at any one time during the tour of duty between the initial terminal and the final terminal.

3801 to 5000 feet	3.00
5001 to 6000 feet	7.00
6001 to 7000 feet	13.00
7001 to 8000 feet	21.00
8001 to 9000 feet	31.00
9001 to 10,000 feet	43.00
10,000 feet and over	

2. Length of Run Allowance

Engineers on trains on which no brakeperson forms part of the crew consist will be paid the following allowance per tour of duty, according to the length of the run, over and above all other earnings for the tour of duty:

100 or less road miles	\$12.00
101 to 150 road miles	15.00
151 to 200 road miles	22.50
201 to 220 road miles	30.00
221 to 240 road miles	32.50
241 to 260 road miles	35.00
261 to 280 road miles	37.50
281 to 300 road miles	40.00

This allowance will not be used to reduce guarantees.

23.3 In preparing trip tickets, the date will be governed by the time for which the train is ordered to leave and not the reporting time.

Article 24

Broken Time

24.1 When engineers on regular runs change off during a day's work, the names of both men shall appear on the time return submitted, and the earnings will be computed on the same basis as though one man has performed the day's work; the earnings for the day will be apportioned between the two men on the basis of service rendered, as may be agreed upon, otherwise the apportionment will be made on the basis of time actually on duty.

24.2 Engineers prevented from completing a trip or day's work due to illness will be paid for actual time on duty or mileage made, whichever is greater, up to the time relieved from duty.

24.3 Engineers prevented from completing a day's work due to injury sustained on duty shall be paid for loss of wages for the tour of duty and the return tour of duty, if applicable.

Article 25

Calling

25.1 Employees will be called as far as practicable two hours in advance of the time required to report for duty, except in cases of emergency. Where telephone service is available employees will be called by telephone. Other means may also be used when employees are accommodated in facilities provided by the Company. If other than local telephone is used, employees will be required to accept long distance charges.

In the application of this rule, if employees in assigned service desire to be called on a regular basis, they will so request in writing.

Article 26
Learning Road

26.1 Engineers when required by the Railway to learn the road, will be paid for actual mileage or time consumed at minimum rate applicable to the class of train on which they travel; not more than one round trip will be paid for unless specially authorized. If required to re-learn a portion of the road, they will be furnished with a pilot or paid the actual mileage or time consumed at minimum rate applicable to the class of train on which they travel; not more than one round trip will be paid for. Engineers when called upon to learn the road or pass examinations of other Railways will be paid for the necessary deadheading performed on the Railways' lines and for the time consumed on other lines, and learning the road and passing the required examination on a pro rata hourly basis one hundred (100) miles per day of twenty-four hours at minimum through freight rates.

26.2 This does not apply to newly employed or promoted engineers or engineers exercising seniority rights, who will learn the road or pass such examinations on their own time.

Signed at North Bay this 27th day of November, 1996.

For the Union
S.R. O'Donnell

For the Company
J.L. Thib
J.D. Knox

CLAUSE 4

4.1 In addition to the provisions of Article 18.1 of the collective agreement, engineers on conductor only crews held away from their home terminal without being called for duty will be paid time and one-half after 14 hours except in the case of wrecks, or washouts on their assigned territory.

CLAUSE 5

5.1 Conductors Operating Locomotives - Freight Road Service

Within six (6) months from the implementation of this agreement, the parties will convene to discuss training alternatives for engine service.

5.2(a) Effective with the implementation of this agreement, Article 20.1 of the agreement will be revised so that engineers required to set out or pick up a diesel unit (or units) involving the Locomotive consist will be paid an allowance of \$6.26 in 1996 and \$6.39 in 1997.

(b) This allowance shall be paid but once at each point enroute where such service is performed regardless of the time occupied or of the number of units set out or picked up at such point.

(c) This allowance shall not be paid when units are set out because of mechanical or electrical failure.

CLAUSE 6

6.1 Road Switcher Service: Delete Article 7 from Agreement no. 8 and add the following provision to Article 3 of the collective agreement:

"Article 3.22: Yard locomotive Engineers may be required to perform switching service on the basis of a 30 mile radius from the respective terminal."

(Note: Other provisions in the collective agreement dealing with this issue will be revised to take into consideration this 30 mile radius.)

Article 27

Cancellation of Regular Assignment

27.1 Engineers in regularly assigned road service will be given as much advance notice as possible when assignments are cancelled. Except in unforeseen circumstances, and emergencies such as accident, locomotive failure, washout, snow blockade or when the line is blocked, if less than two hours notice of cancellation is given, prior to the advertised departure time of the assignment, engineers will be paid for each day lost 100 miles at the minimum rate applicable to the class of service to which assigned. The provisions of this Article apply only at the home terminal of an assignment and do not apply where an engineer is deadheaded from the home terminal to the away-from-home terminal to handle the return trip of the assignment.

27.2 Locomotive Engineers in regularly assigned yard service will be notified not later than the completion of their shift if their following shift is to be cancelled, unless such cancellation is due to weather or other conditions over which the Railway has no control, in which event the Local Chairman will be furnished with particulars at the time of cancellation. Shortage of power or men is not considered a condition over which the Company has no control.

Article 28

Engineers Not Considered Absent

28.1 Engineers in regularly assigned service will not be considered absent from duty after being released from duty at the end of a trip or day's work, until again required for their regular assignment. If their services are required in the interval they will be notified and if so notified and not used will be paid the daily guarantee for passenger service unless cancelled prior to the starting time of their regular assignment if it were being worked on that day, in which event they will be allowed half of the daily guarantee for passenger service.

Article 29

Running Men Off Their Subdivision

29.1 Engineers run off their assigned subdivisions will not be held away-from-home terminal to make more than one round trip or day's work at or out of away-from-home terminal without being returned to home terminal when possible to avoid it.

2.3 Final Terminal

(a) At the final terminal, doubling is limited to that necessary to yard the train upon arrival account yard tracks being of insufficient length to hold the train;

(b) A crew may be required to set off a car or block of cars at the final terminal. This will not be considered a stop enroute.

2.4 Crews required to perform work at the initial or final terminal as defined in 2.1(b) or 2.3(b) will be paid on the minute basis at pro rata straight time rates for all time so occupied with a minimum payment of one hour, in addition to initial or final terminal time.

2.5 Enroute

(a) Such trains will make no more than five (5) stops enroute for the purpose of taking on and/or setting out a car or group of cars together, except to set off a bad order car or cars. The setting off of a bad order car or cars is not a stop for the purpose of this subparagraph;

(b) Such trains will not be required to perform switching enroute (i.e., between the initial and final terminal) except as may be required in connection with the taking on or setting out of cars as, for example, to comply with the requirements of rules and special instructions governing the marshaling of trains or to spot or re-spot car(s).

CLAUSE 3

Deadheading

3.1 A new paragraph is incorporated into Article 12 of Agreement No. 8 to read:

(1) Employees deadheading on freight trains will receive, in addition to their basic pay therefore, the payments provided in Article 12 an allowance of \$3.00 in lieu of payment for the Train Length Allowance provided for in this Agreement.

with the setting out or taking on of a car or cars, the time so occupied, at each location, will be paid for on a minute basis (each 4.8 minutes to count as one mile) for the trip with a minimum of 12-1/2 miles for the first hour or portion thereof. Times so paid will not be used to make up the basic day nor shall it be used in computing overtime. In calculating the time engaged in performing work, it is understood that the time shall be continuous from the time such work is first started until it is finally completed.

EXAMPLE (1): A train, operating with a crew consist of one conductor only in accordance with the rules governing such operation, is required to set out a car or cars at A, a location enroute, and to lift a car or cars at B, another location enroute. The time occupied at A is 20 minutes for which 12-1/2 miles is paid. The time occupied at B is 45 minutes for which 12-1/2 miles is paid.

EXAMPLE (2): A train, operating with a crew consist of one conductor only in accordance with the rules governing such operation, is required to set out and/or lift a car or cars at A, a location enroute, as a consequence of which switching is required in order to comply with marshaling instructions. The time occupied at A is 1 hour and 15 minutes for which 16 miles is paid.

CLAUSE 2

2.1 Initial Terminal

(a) At the initial terminal, doubling is limited to that necessary to assemble the train for departure account yard tracks being of insufficient length to hold the fully assembled train;

(b) A conductor only crew may be required to straight lift a car or block(s) of cars within the terminal for the purpose of assembling a train for departure.

Article 30

Booking Rest on Road

30.1 General

Locomotive engineers who have been on duty 10 hours or more will have the right to book rest enroute. If they so desire, in accordance with the provisions of this Article, locomotive engineers are to be the judges of their own condition. Enroute may also include the initial or final terminal.

30.1(a) Locomotive engineers in straight away service shall also have the right to book rest after the combined time of two (2) tours of duty reaches seventeen (17) hours. Time to be calculated from time on duty as a crew of the first tour.

30.2 Notice

(a) Not less than 3 hours notification of the desire to book rest will be given to the Rail Traffic Controller. Such notification shall include the number of hours rest required.

(b) When proper notification of the desire to book rest has been given, and the Rail Traffic Controller orders the discontinuance of all work enroute, the train may, at the locomotive engineer's option, be taken through to the objective terminal or location where relief can be provided.

(c) When proper notification of the desire to book rest is given, the Company will communicate the necessary information, including the discontinuance of work enroute when applicable, to any other authority having responsibility over the train's run, such as the proper supervisory officer at the objective terminal, other Rail Traffic Controllers, etc.

30.3 Rest Period

(a) Locomotive engineers may book a minimum of 4 and a maximum of 8 hours rest on the road. Rest booked must be in whole hours.

(b) When one or more members of the train or engine crew books rest enroute, the locomotive engineer will, if he/she

requires rest, take rest at the same time. If rest is not required at that time, the locomotive engineer will complete the tour of duty.

(c) When rest is booked, the maximum number of hours rest booked by any one member of the train or engine crew shall be the number of hours rest for all other members of the train and engine crew.

(d) Except as provided by Article 30.5(b), when rest is booked, the rest period shall commence at the time all members of the train and engine crew go off duty.

(e) All time off duty for rest shall be deducted in computing time for the continuous trip.

30.4 Arrangements

(a) When rest is booked enroute, locomotive engineers may

(i) be replaced and deadheaded immediately to their home terminal where they will be relieved of duty.

Or

Where this is not possible, due to unsafe road conditions or when relief cannot be provided after all calling procedures have been exhausted

(ii) be relieved of duty and provided with accommodations either in a company facility or an available hotel or motel

Note:

In the application of Clause (a) above, locomotive engineers will be paid for service performed or the average earnings of the assignment, whichever is greater, in addition to the average earnings of the return trip.

Except in circumstances beyond the Company's control, such as accident, impassable track, equipment malfunction, plant failure, etc., locomotive engineers will be relieved of duty by the time rest booked is due to commence.

**THIS MEMORANDUM OF SETTLEMENT REFLECTS
NEGOTIATIONS BETWEEN THE ONTARIO NORTHLAND
TRANSPORTATION COMMISSION AND THE
BROTHERHOOD OF LOCOMOTIVE ENGINEERS IN
RESPECT OF THE OPERATION OF FREIGHT TRAINS WITH
A MODIFIED CREW CONSIST OF CONDUCTOR ONLY.
TERMS OF THIS AGREEMENT WILL COME INTO EFFECT
ON OR BEFORE DECEMBER 31, 1996.**

**CLAUSE 1
Rates of Pay and Allowances**

1.1 Weight on Drivers provision of the collective agreement will be revised as follows:

Article 99.1(a) Passenger 106.89 cents per mile

Article 99.2(a) Freight 133.25 cents per mile

(Note: These rates supersede the provisions of existing agreements.)

1.2 Article 99.3(a): Yard Service will be paid a daily rate of \$180.00 inclusive of preparatory and inspection time. All reference to preparatory and inspection time, Article 3.9 and 3.10, with respect to yard service will be deleted from the collective agreement.

1.3 With respect to Locomotive Engineers operating within freight service will receive Length of Train and Length of Run Allowance as described in Appendix A. Such allowances replace any reference to similar allowances in the current collective agreement.

1.4 Employees hired subsequent to the signing of this agreement and who acquire locomotive engineer status, will not be entitled to the length of run allowances identified in Appendix A.

1.5 Setting Out or Taking On Cars Enroute in a Conductor Only Operation

(1) When a train, operated with a crew consist of a conductor only in accordance with the rules governing such operation, is required to set out a car or cars (other than bad order car or cars) or take on a car or cars or perform switching in connection

Locomotive engineers taking rest enroute under the provisions of this Article will first arrange to clear trains, which would otherwise be unable to proceed. This shall not be used as a means of relief from the requirement to have locomotive engineers relieved of duty by the time rest booked is due to commence

Locomotive engineers arriving at the objective terminal at the time rest booked is due to commence will, upon request, be relieved when there are yard assignments on duty

30.5 Accommodations Enroute

(a) When accommodations are to be provided enroute, the Rail Traffic Controller may instruct locomotive engineers to take rest prior to the expiration of the 10th hour on duty or the 11th hour on duty, as the case may be, so that accommodations can be readily provided. In such circumstances, locomotive engineers will not be considered as tied up between terminals and Article 14 shall not apply.

(b) Where accommodations are unavailable at the location where the crew ties-up or is relieved, the locomotive engineer will be transported to a location where accommodations are available. In such cases, the rest period will commence at the time accommodations are reached. If, in the application of this Clause (b), this results in locomotive engineer being on duty beyond the time rest booked is due to commence, they will be paid for such extra time on a minute basis (each 4.8 minutes to count as one mile), with a minimum of 12 1/2 miles for each hour or portion thereof, at the rate applicable to the service performed on the tour of duty, until such time as accommodations are reached. In the application of this Clause (b), time occupied in travelling between locations shall not be considered deadheading, nor shall miles travelled be paid for.

30.6 Conditions

(a) When accommodations are to be provided enroute, such quarters shall be clean and sanitary. When available at the location, single room occupancy shall be provided. In determining the facilities where locomotive engineers are to be accommodated, preference will be given to accommodations where eating facilities are available; when not available, the company will provide, arrange, or reimburse the Locomotive

engineer for transportation to an eating facility at the location. Claims for authorized transportation expenses must be submitted on Form 1320 accompanied by receipts.

(b) When accommodations are provided enroute, locomotive engineer will be provided meals at company expense. Where this is not possible locomotive engineer will be provided an allowance of \$35 per day

30.7 Resuming Duty

a) When accommodations are provided enroute and the train does not proceed, locomotive engineer will resume duty when the rest period has expired and will handle the train to the objective terminal.

(b) When accommodations are provided enroute and the train proceeds without them, Locomotive engineer will resume duty when the rest period has expired and will be deadheaded as soon as possible to the home terminal.

30.8 Questions and Answers

Q. What is meant by Article 30.1 (b), which states "Enroute may also include the initial or final terminal."

A. The provisions of Article 30 apply during the entire tour of duty from the time the locomotive engineer comes on duty at the initial terminal until he or she registers off duty at the completion of the tour of duty.

Q. Why is three hours notification of the desire to book rest required?

A. It is incumbent upon the Company to ensure the locomotive engineer who gives proper notification of the desire to book rest are relieved of duty and are deadheading by the time rest is due to commence.

Q. When would a crew be accommodated enroute?

Memorandum of Agreement Between the Brotherhood of Locomotive Engineers and the Ontario Northland Railway

Extra Work

It is agreed that:

1. Locomotive engineers regularly assigned to road service will be permitted to work a tour of duty in road service between trips of their regular assignment when there are no spare locomotive engineers available, provided the following conditions are fulfilled:

(a) Locomotive engineers desiring such work will notify the Yard Co-Ordinator that they are available;

(b) The senior locomotive engineer so available will be called when such call will not interfere with him/her filling his/her regular assignment;

(c) A locomotive engineer who has indicated that he/she is available for such work will accept all calls until he/she cancels by notifying the Yard Co-Ordinator;

(d) Locomotive engineers who fail to respond to calls for any reason will not again be called for such work for the duration of the timetable, unless the call was missed for reasons satisfactory to the proper officer of the company.

2. No part of this Memorandum of Agreement shall be used against the Company in any manner whatsoever, either directly or indirectly, as a basis for a grievance or time claim by or on behalf of an employee when such grievance or time claim is the direct or indirect result of a violation of this Memorandum of Agreement by another employee covered by this Agreement.

3. This Memorandum of Agreement is subject to cancellation by either party on thirty days notice in writing.

Signed at North Bay, Ontario this 23rd day of March 1992.

For the Union:
G. Halle D. K. Hager

For the Company:

Signed at North Bay, Ontario this 16th day of May, 1974.

For the Brotherhood
of Locomotive Engineers:

Charles Valencik
General Chairman

For Ontario Northland
Railway:

F.S. Clifford
General Manager

A. Only when the highway is deemed unsafe for travelling or when no crew is available after all the calling procedures have been exhausted.

Q. How long could a crew be tied up enroute?

A. A crew would be tied up until relief arrived. If the highway remained unsafe or a relief crew could not be located by the time rest is to expire, the crew would resume duty and be required to take the train to the objective terminal.

Article 31

Rest Booked at Terminals

31.1 Home Terminal

Locomotive engineers will have the right, upon going off duty, to take between 1 and 24 hours rest at the home terminal. Spare or pool engineers who book more than 16 hours rest at their home terminal will have their names placed at the bottom of their respective working lists after the period of rest has expired.

31.2 Away From Home Terminal

Locomotive engineers will have the right, upon going off duty, to take between 1 and 8 hours' rest at the away-from-home terminal. Engineers in assigned service will follow their assignment out of away-from-home terminal provided they have had six hours off duty for rest, if desired.

31.3 Even Hours

Rest must be booked in even hours and once booked cannot be changed or cancelled. Rest taken will be exclusive of call time.

Note: A locomotive engineer regularly assigned to work train service who books not more than 8 hours rest at a home terminal and not more than 6 hours rest at other terminals and the time of reporting for duty for the next tour of duty on his/her assignment is prior to the expiration of period off duty for rest, thereby causing him to lose a tour of duty on his/her assignment, shall be paid a basic day at the minimum rate applicable to the

assignment less any amount earned or payment received under other agreement provisions, for each tour of duty lost on his/her assignment provided, that the locomotive engineer filling the vacancy was required to report for duty within 8 or 6 hours, as the case may be, from the time the regularly assigned locomotive engineer booked off duty for rest.

31.4 Loss of Trip

If a regularly assigned locomotive engineer books rest on arrival at the home terminal thereby causing the loss of a trip, payment of a basic day at the minimum rate applicable to the class of service to which assigned will be made (less any amount otherwise earned) for each trip or tour of duty so lost, provided that the locomotive engineer filling such trip was required to report for duty within 10 hours from the time the regularly assigned locomotive engineer booked rest.

Engine service brakemen placed on the engineers' seniority list pursuant to this clause shall not have any right to work as firemen (helpers) in freight or yard service.

3. An engineer designated as an engine service brakeman shall not have the right to work as a fireman under the provisions of Articles 43.1 and 43.2 of the collective agreements governing the services of locomotive engineers and firemen (helpers).

4. Except as otherwise provided the terms of the collective agreement as they apply to Locomotive Engineers will apply to Engine Service Brakemen while they are working as engineers.

5. Engine service brakemen shall be required to work as engineers when required on both a regular and single trip basis. An engine service brakeman who does not respond to a call for such service will not be allowed to work until the man who went out in his/her place returns to the terminal.

6. When an engine service brakeman who is not working as a locomotive engineer rides the locomotive in the performance of his/her duties, such employee will firstly perform the duties required of him as a member of the train crew and will secondly assist the locomotive engineer in engine service duties as required.

7. It is expected that locomotive engineers will, at their discretion, permit engine service brakemen to operate the locomotive and/or train during the tour of duty to maintain and further improve their level of skill and competence.

F. When an employee in training or a qualified engine service brakeman assumes control of the locomotive and/or train as outlined in Sections B(2), D(2) and E(7), the locomotive engineer will have his/her responsibilities relaxed to the extent that he/she will not be held responsible for rough handling or damaged drawbars; he/she will, however, continue to be held responsible for the observance of operating rules, timetable special instructions and related regulations.

This Memorandum of Agreement supersedes the Memorandum of Agreement dated June 14, 1973.

by the Company. Incompetence, lack of judgment or other detrimental traits or attitudes will be reported. The responsibility for certifying an employee in training as a qualified locomotive engineer shall be that of an engine service supervisor who has an engine service background.

C. A locomotive engineer who, during a tour of duty, is required to assist in the training as outlined in the foregoing sections A and B shall be paid the following amounts in addition to his/her other earnings for such tour of duty:

Effective Feb. 22, 1974 - \$7.00

Effective May 1, 1974 - \$8.50

The trainer allowance will only be payable to one locomotive engineer per tour of duty.

D. Final Qualification - Tours of Duty

1. When an employee in training is required to demonstrate his/her final qualification as a locomotive engineer, such tours of duty will be under the personal direction of an engine service supervisor who has an engine service background.

2. During a qualification tour the employee in training will be permitted to assume control of the locomotive and/or train for the entire tour of duty to permit such employee to demonstrate the level of knowledge and competence that he/she has acquired.

E. Employees who have successfully completed the Company's training program in keeping with Company requirements and regulations and who are designated as engine service brakemen.

1. A trainman, after being qualified to work as a locomotive engineer, shall be known as an engine service brakeman designated by the letters ESB which will be shown opposite his/her name on the seniority lists where his/her name appears. he/she shall have the right to work as a trainman in accordance with his/her seniority when not required to work as an engineer.

2. Engine service brakemen shall be placed on the engineers' seniority list in the same order as they appear on the trainmen's seniority list with a date the same as that of the closing date of the bulletin requesting applications for trainees.

Article 32

Time for Meals - Freight Service

32.1 Locomotive engineers performing road switch (including road switcher runs operating in turn-around service beyond a 30 mile radius), work train, snow plow, or snow spreader service, and on regular wayfreight assignments, will have an opportunity of having a meal at a reasonable hour by previously advising the Rail Traffic Controller in sufficient time in advance. While so occupied, for 20 minutes or less, no deduction will be made; if over 20 minutes, all time will be deducted in computing overtime. This Article 32.1 shall not apply to locomotive engineers in any other class of service who qualify for and are paid wayfreight rates for a tour of duty pursuant to Article 2.15.

32.2 (a) Locomotive engineers in any class of road service other than those specified in Article 32.1 are entitled to have a meal after a reasonable interval on duty in accordance with the provisions of Articles 33.2 to 32.7 inclusive.

(b) Locomotive engineers will report for work at the home terminal or the away-from-home terminal suitably prepared, with sufficient food so that, except as otherwise provided by Article 32.3, the first meal is taken on the train without incurring delay to the train. Entitlement to a second meal shall arise only under the conditions set out in Article 32.5.

(c) In the application of this Article, where the words "supervisory employee" appear, they shall mean:

(i) at the initial or final terminal, the Yard Co-ordinator or proper officer where such are employed at the location;

or

(ii) in all other cases, the Rail Traffic Controller.

32.3 (a) At the initial terminal of their run, locomotive engineers shall have the option of using an available eating facility after 4 hours on duty. This does not preclude the supervisory employee from instructing the locomotive engineer to take the opportunity to use an eating, if he/she so desires, after 3 hours on duty. A locomotive engineer declining such

opportunity will be deemed to have foregone the entitlement to use an eating facility at the initial terminal.

(b) When a locomotive engineer exercises the option to use an eating facility after 4 hours on duty, and the time taken in doing so exceeds 40 minutes, all time in excess of 40 minutes shall be excluded from the 10 hours or more on duty, or the 11 hours or more on duty, as the case may be, in the application of Articles 30 and 31. Time shall be calculated from the time transportation is made available to the locomotive engineer. This Clause (b) shall only apply in instances when the train is delayed solely as a result of the locomotive engineer using an eating facility.

32.4 Except as otherwise provided by Article 32.3 the first meal will consist of food carried for that purpose and this first meal will be taken without incurring delay to the train.

32.5 (a) Locomotive engineers will be afforded the opportunity for a second meal provided that they have been on duty at least 9 hours. The time for fixing the beginning of assignments for the purpose of a second meal is to be calculated from the time fixed for the crew to begin work as a unit without regard to preparatory or individual duties.

(b) Locomotive engineers desiring a second meal must provide the supervisory employee with sufficient advance notice, in no case less than one hour. The supervisory employee may instruct the locomotive engineer to take the opportunity for a second meal prior to the expiration of 9 hours in instances where the train is delayed or is subject to delay. Locomotive engineers declining such opportunity will be deemed to have foregone the entitlement to a second meal during their tour of duty.

(c) Locomotive engineers who, pursuant to Article 32.3 have utilized an eating facility at the initial terminal or were afforded the opportunity to do so, will not be permitted to stop, on the basis that they will have retained the food intended for consumption on the road. Thus, any second meal during the tour of duty will become their first meal on the road and will be taken in accordance with the provisions of Article 32.4.

(d) All members of the train and engine crew will take the opportunity for a second meal as a unit with the minimum time necessary to obtain the meal. Train and engine crews

Memorandum of Agreement between Ontario Northland Railway and Brotherhood of Locomotive Engineers

Training and Qualification

IT IS AGREED that the following conditions will apply with respect to the training and qualification of employees in training to be a locomotive engineer.

A. Initial Observation and Demonstration Tours of duty

1. An employee in training may be required to undergo initial observation and demonstration tours of duty under the direction and guidance of an engine service supervisor who has an engine service background.

2. When during the course of such tours the supervisor or employee in training assumes control of the locomotive and/or train it is understood that the supervisor assumes responsibility. The responsibility of the regular locomotive engineer will then be confined to the observance of operating rules, timetable special instructions and related regulations.

B. Subsequent Tours of Duty

1. When the employee in training is in possession of a temporary operating certificate issued by the appropriate officer of the Company he/she may be required to perform additional tours of duty to gain further experience.

2. During such tours the employee in training will be permitted to operate the locomotive and/or train under the direction and at the discretion of the locomotive engineer.

3. During such tours the locomotive engineer will provide such advice, counsel and supervision as may be required to ensure the safe operation of the locomotive and/or train and to assist the employee in training in the improvement of his/her skill and competence. A training procedure outline will be prescribed by the Company for use by the locomotive engineer.

4. The locomotive engineer will be required to complete progress reports on the employee in training as may be directed

deadheading will take the opportunity for a meal as a unit at the same time as the working crew.

(e) If over 40 minutes is taken to obtain a second meal, all time over 40 minutes shall be excluded from the 10 hours or more on duty, or the 11 hours or more on duty, as the case may be, in the application of Articles 30 and 31.

32.6 (a) Provided that they have been on duty at least 9 hours, locomotive engineers will be afforded the opportunity for their second meal at the final terminal of their run when time occupied in yarding the train at the objective terminal will occupy more than 1 hour. Locomotive engineers, still in the process of yarding their train at the expiration of the 1 hour, may be instructed to complete the yarding of their train. In such cases, they will be paid, over and above any final terminal time earned, an allowance of 40 minutes at the rate of service performed for which a maximum of 40 minutes work may be required before the locomotive engineer will be allowed to eat.

(b) This second meal will be taken in accordance with the provisions of Article 32.5 except that a notice period of less than one hour may be sufficient.

(c) When time taken to obtain a meal at the final terminal occupies 40 minutes or less, no deduction will be made; if over 40 minutes is occupied, all time in excess of 40 minutes will be deducted from final terminal time.

32.7 (a) When locomotive engineers are allowed to use an eating facility, the Company will provide or arrange transportation to a facility at that location. Locomotive engineers will be reimbursed for authorized transportation expenses. Claims for such expenses must be submitted on Form 1320, accompanied by receipts.

(b) The Company may designate the eating facility to be utilized.

Article 33

Sleeping Quarters (Other Than Work Train)

33.1 The Railway will supply comfortable and sanitary sleeping quarters where reasonably required.

33.2 Resthouses will be provided with sleeping, dining, kitchen, lounging, washroom including showers and toilets and drying room facilities as well as a general locker for storage of clothing, individual food storage lockers, fire exits and alarm systems. Single occupancy bedrooms equipped with a mirror, bedside table, chair, electrical outlet, clothes hanging facilities, adequate lighting, and opaque window blinds will be provided. Beds will be of standard, single size with spring-filled mattress, linen shall be changed after each occupancy and blankets changed at regular intervals. Kitchen facilities will include refrigerator, adequate cooking stove microwave, and oven facilities, utensils, dishes, soap, towels and exhaust fan. Personnel other than engineers will maintain resthouses in a clean and sanitary manner. Resthouses will be air conditioned and provided with cable TV where available and/or satellite dish.

33.3 Where men are accommodated in other quarters (such as hotels or motels) and eating facilities are not available at time called or released, the Railway will arrange for provision of cooking facilities and utensils.

33.4 Sleeping and eating facilities are to be for the use of enginemen and trainmen and shall be kept in good condition.

7. When an employee in training assumes control of the locomotive and/or train as outlined in Sections 3(b), 5(b) and 6(b) the locomotive engineer will have his/her responsibilities relaxed to the extent that he/she will not be held responsible for rough handling or damaged drawbars; he/she will, however, continue to be held responsible for the observance of operating rules, timetable special instructions and related regulations.

General

In the amalgamation of the Firemen/helpers Agreement with the Engineers Agreement, all articles will be jointly studied to identify those articles which apply to all employees and those articles which apply exclusively to Engineers or Reserve Engineers.

Signed at North Bay, Ontario this 14th day of March 1977.

For the Brotherhood:
C. Valencik
General Chairman

For the Company:
F.S. Clifford
General Manager

and competence. A training procedure outline will be prescribed by the Company for use by the locomotive engineer.

(d) The locomotive engineer will be required to complete progress reports on the employee in training as may be directed by the Company. Incompetence, lack of judgment or other detrimental traits or attitudes will be reported. The responsibility for certifying an employee in training as a qualified locomotive engineer shall be that of an engine service supervisor who has an engine service background.

4. Following the familiarization period, a locomotive engineer who, during a tour of duty is required to assist in the training of an apprentice will be paid the current training rate in addition to his/her other earnings for such tour of duty. Such allowance will only be paid for up to 64 tours of duty for each apprentice engineer.

5. Final Qualification - Tours of Duty

(a) When an employee in training is required to demonstrate his/her final qualification as a locomotive engineer, such tours of duty will be under the personal direction of an engine service supervisor who has an engine service background.

(b) During a qualification tour the employee in training will be permitted to assume control of the locomotive and/or train for the entire tour of duty to permit such employee to demonstrate the level of knowledge and competence that he/she has acquired.

6. Employees who have successfully completed the Company's training program in keeping with Company requirements and regulations will be designated as Reserve Engineers.

(a) They shall work in accordance with Clauses 5, 6 and 7 governing Reserve Engineers.

(b) When Reserve Engineers are working as second man in the engine, it is expected that locomotive engineers will, at their discretion, permit them to operate the locomotive and/or train during the tour of duty to maintain and further improve their level of skill and competence.

Article 34

Investigation and Discipline

34.1 When an investigation is to be held, the engineer whose presence is desired will be properly advised as to the time, place and subject matter, which will be confined to the particular matter under investigation.

34.2 An engineer will not be disciplined or dismissed without having had a fair and impartial hearing and his/her responsibility established.

34.3 An engineer who has been on duty in excess of eight hours will not be required to attend hearing without having sufficient time off duty for rest.

34.4 A hearing shall be held and the locomotive engineer advised in writing of the decision within 28 calendar days from the date of the locomotive engineer's statement unless as otherwise mutually agreed.

NOTE: Employee's file will be cleared of any record of discipline placed on his/her file after five (5) years. Any discipline not deducted from an employee's record in accordance with Company policy 6-S-1 will not be removed from employee's record notwithstanding this Article. This is not to interfere with current practice of clearing twenty (20) demerits from employee's file following one (1) year of discipline-free service.

34.5 At the hearing the engineer may have an accredited representative of the Brotherhood of Locomotive Engineers appear with him who will be accorded the privilege of requesting the presiding officer to ask, for the record, questions which have a bearing on the responsibility of the engineer. The engineer will be given a clear copy of his/her statement.

34.6 An engineer and his/her accredited representative shall have the right to be present during the examination of any witness whose evidence may have a bearing on the engineer's responsibility to offer rebuttal through the presiding officer by accredited representative. The General Chairman to be given a copy of statements of such witnesses on request.

34.7 An engineer will not be held off unnecessarily in connection with an investigation, lay-over time to be used as far as practicable.

34.8 Engineers instructed to report for investigation and no responsibility is attached will be compensated for such service in accordance with the provisions of Article 21.

34.9 An appeal may be made in accordance with the Grievance Procedure. Should discipline after appeal be found to be unjust, resulting in cancellation of such discipline, an engineer losing time shall be paid for time lost 100 miles for each consecutive 24 hours at minimum through freight rate, less any amount earned in other employment.

34.10 Complaints made against engineers that might result in an investigation must be in writing and the engineer concerned furnished with a copy; verbal complaints will not be entertained.

34.11 A locomotive engineer who is instructed to report for investigation at a location other than his/her home terminal and to whom responsibility in the matter under investigation is subsequently attached, i.e., subject to discipline, shall nevertheless be paid for actual time spent travelling hour for hour, up to a maximum cumulative total of 8 hours in each 24 hours, at a rate per hour of 1/8th of the daily guarantee for passenger service.

34.12 When a discipline assessment will be only a reprimand, warning or caution, or the like, a "hearing" or "investigation" is not necessary. In such cases, when the matter is discussed directly with the employee by the supervisor, a third party, such as a fellow employee, other supervisor or union representative, shall not be in attendance. This provision will not operate to extend the one year period for the clearing of previous demerit marks.

34.13 An employee may be held out of service with pay pending the complete investigation and notice provided to the local Chairperson.

This process will include initial interviews and tests, classroom training and one observation trip on an engine.

Training

1. Familiarization Period

After having passed the Company's selection process a candidate will make a number of familiarization trips with locomotive engineers. On such trips the candidate will observe the engineer and the territory but will not operate the engine. The Company will be the judge of the number of familiarization trips required for each candidate.

2. Initial Observation and Demonstration Tours of Duty

(a) An employee in training may be required to undergo initial observation and demonstration tours of duty under the direction and guidance of an engine service supervisor who has an engine service background.

(b) When during the course of such tours the supervisor of employee in training assumes control of the locomotive and/or train it is understood that the supervisor assumes responsibility. The responsibility of the regular locomotive engineer will then be confined to the observance of operating rules, timetable especially instructions and related regulations.

3. Subsequent Tours of Duty

(a) When the employee in training is in possession of a temporary operating certificate issued by the appropriate officer of the Company he/she may be required to perform additional tours of duty to gain further experience.

(b) During such tours the employee in training will be permitted to operate the locomotive and/or train under the direction and at the discretion of the locomotive engineer.

(c) During such tours the locomotive engineer will provide such advice, counsel and supervision as may be required to ensure the safe operation of the locomotive and/or train and to assist the employee in training in the improvement of his/her skill

(b) he/she must have at least Grade 12 education or equivalent

(c) He will be required to pass the prescribed physical examinations

(d) Prior to entry to service he/she will be required to write the "A" book of operating rules. Following which within 30 days he/she must satisfactorily pass an oral test on the operating and safety rules.

(e) After six months' service he/she will be given his/her first mechanical examination. If he/she fails such examination he/she will be re-examined in not less than 30 days and not more than 60 days. Failing this re-examination he/she will be removed from the program and his/her seniority terminated.

(f) At the end of 11 months' service he/she must present a personally written "A" book of operating rules to the Company following which he/she will be given classroom instruction on rule and mechanical requirements. At the end of such instruction he/she will be required to pass an oral test on the "A" book of operating rules, and a second mechanical examination. If he/she fails either or both of these examinations he/she will be removed from the program and his/her seniority terminated.

2. Apprentice Engineers hired in accordance with Section 1 of this Article, will establish seniority as Reserve Engineer as of date of hire, and when qualified will be promoted to Locomotive Engineer and given an engineer's seniority date in order of his/her seniority as a Reserve Engineer.

3. Apprentice Engineers hired in accordance with Section 1 of this Article will be required to complete a one (1) year training period before being assigned to the Engineer's extra list or a regular Engineer's assignment. They may however be used as second man in the engine in passenger service after they have written their "A" book of rules if a shortage of men exists.

Selection

Before candidates become subject to this agreement they will be required to pass the Company's selection process.

Article 35

Transportation of Household Effects

35.1 Engineers moving from one terminal or home station to another in the exercise of seniority rights will, when necessary, receive free transportation for themselves, dependent members of their families and household effects, in accordance with the Railway's regulations.

Article 36

Leave of Absence

36.1 For Elective Brotherhood Positions

Employees elected to Grand Division Office or as General Chairman, or as a delegate to any Brotherhood activity requiring leave of absence, shall be granted such leave for the term of the office, or until completing the activity, as the case may be, for which leave of absence was granted. Application for, or renewal of such leave must be made by the Brotherhood to the appropriate Railway officer. Pass transportation will be granted in accordance with Railway policy.

36.2 For Appointive Brotherhood Positions

Leave of absence to appointive Brotherhood positions such as Special Representative and Organizer, may be granted at management's discretion, for a period not in excess of one year, in accordance with Railway policy.

36.3 For Other Reasons

Leave of absence for other reasons, including personal, for a period not in excess of one year, may be granted at management's discretion in accordance with Railway policy. Authorization for a leave of absence will not be withheld unreasonably.

36.4 All applications for leave of absence must be in writing and must state the reason for such leave and the period for which leave is requested, and must be made to the appropriate officer of the Railway in sufficient time to permit relief

arrangements being made Authorization for leave of absence must be obtained in writing.

36.5 Extension of leave of absence may be granted when supported by application in writing to the appropriate officer of the Railway. Such applications must be received in ample time to obtain authorization, or, if authorization is not granted, to enable the employee to return to work at expiration of his/her leave. Failure to obtain extension or to report for duty on or before expiration of a leave will cause the employee to forfeit his/her seniority.

36.6 Employees on authorized leave of absence shall retain and accumulate seniority rights.

36.7 Employees returning to duty from leave of absence must report their availability for duty at least five hours in advance of the time of resuming their regular assignment. Employees who signify at the time leave of absence is granted that they will resume duty as of a given time and date, will be considered as having complied with this paragraph.

36.8 The terms, conditions and benefits provided for in Article 53, "Adverse Effects of Changes in Working Conditions", or similar agreements will not apply to those employees, who were occupying an "excepted" position as company officers 6 months prior to the date of such notice of change.

36.9 The name of an employee who is promoted from a position covered by this collective agreement to a non-scheduled or official position with the company on/or after the signing of the Memorandum of Agreement shall be continued on the proper seniority list and they shall continue to accumulate seniority in the group from which promoted provided they pay union dues. Such employee, when released from non-scheduled or official position, may, within 30 days of such release, exercise his/her seniority to any position in his/her seniority group which he/she is qualified to fill and failing to do so, will forfeit his/her seniority, in which event his/her name will be removed from the seniority list. If such employee elects not to pay full union dues, his/her name will be removed from the seniority list immediately.

36.10 Incarceration

Employees with seniority date before February 17, 1958

Freight Service (per mile)	33.18¢	35.92¢
Psgr Service (per mile)	37.96¢	41.14¢

Employees with seniority date after February 17, 1958

Freight or Passenger Service (per mile)	33.18¢	35.92¢
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Reporting and inspection time (not used to make up basic day)

Yard Service Nil

Freight Service 5 minutes at beginning and end of run.

Passenger Service Beginning of run at shops 10 minutes. At change off point 5 minutes. End of run 10 minutes.

9. When a vacancy occurs temporary or permanent for a second man in the engine in passenger service and all Reserve Engineers with a seniority date prior to February 17, 1958 are already working as Engineers or as second man in passenger service, an Engineer with a seniority date prior to January 1, 1976 may elect to take such vacancy ahead of Reserve Engineers with a seniority date subsequent to January 1, 1976 and in such assignment will work at a rate of 10% less than the minimum service rate for Engineers in passenger service.

10. When an Engineer who is working as such or an E.S. B. is used as second man in the engine in passenger service when Reserve Engineers are not available, he/she will be paid at a rate equal to 10% less than the minimum service rate for Engineers in passenger service.

Apprentice Engineers

1. A candidate for entry into the Apprentice Engineer Program will be hired in accordance with the following qualifications and standards:

(a) He must be at least 21 years of age

3. Rules or regulations which now require a second man in the engine in passenger service are not changed by the terms of this agreement.

4. Except as otherwise provided no engineer will be permitted to hold a run or job as Reserve Engineer while a junior man is working as an engineer.

5. Reserve Engineers will protect essential services as required.

6. Reserve Engineers with a seniority date prior to February 17, 1958 will continue to be covered by Articles 26 and 46 in the present Fireman/Helpers' Agreement which Articles are attached as Appendices "A" and "B" respectively.

7. Reserve Engineers with a seniority date subsequent to February 17, 1958 who cannot earn the equivalent of 3300 miles in any month at the Reserve Engineer's rate in essential services may elect to earn up to such earnings and upon such election will be required to work as Engineer or Reserve Engineer as directed by the Company except that full seniority must be exercised in essential services. Such Reserve Engineers will not have home station rights and their right to earn up to 3300 miles will not apply in strike situations or when they are completely laid off. Except when economic conditions are so severe that there are general lay offs throughout the Railway such Reserve Engineers will not be laid off provided they are not occupying more than 40% of the vacant firing positions in non-essential service.

Note: In the application of Clause 7, deduction will be made for days not available for duty unless on rest.

8. Rates of pay for Reserve Engineers working as second man in the engine will be as follows:

Effective	1976	Jan.1/77
Yard Service(per day)	\$41.46	\$44.90

Upon notification, an employee who must serve a period of incarceration as a result of a conviction arising from the operation or use of a motor vehicle, shall be granted a leave of absence without pay of up to six (6) months in order to serve the period of incarceration. Such period of leave will not be credited towards accumulation of service.

Article 37

Service Letters

37.1 A locomotive engineer who is dismissed or resigns shall be given a Certificate of Service upon request and be paid within 30 days.

Article 38

Seniority Lists

38.1 Seniority lists showing the seniority number, name, date entered service and date as engineer, of all engineers will be posted on all bulletin boards at round-houses not later than April 1st of each year. A copy of such lists will be furnished to the General Chairman. Such lists will be subject to appeal for 60 days from the date seniority lists are posted and if proof of error is presented by an employee or his/her representative such error will be corrected and when so corrected, the agreed upon seniority date will be final. No change will be made in the seniority date accredited an employee which has appeared on two consecutive annual seniority lists. No change shall be made in the existing seniority status of an employee unless concurred in by the General Chairman. The 60 day limitation will, in the case of engineers absent or on leave, apply from the date of resuming duty.

38.2 Laid Off Employees

Amend all agreements to provide that employees hired after April 1, 1996 and who are subsequently laid off for a consecutive period of twenty-four (24) months will be removed from the seniority list.

Article 39

Promotion Rules and Establishment of Seniority

39.1 The seniority date of an engineer hired in keeping with Railway requirements and regulations shall be the date of his/her first service as engineer. Qualification as engineer is subject to Railway requirements and regulations.

39.2 A qualified engineer will be eligible for service as an engineer, and will be given seniority as engineer on the date of his/her first service as engineer.

39.3 Engineers who have been discharged and are subsequently returned to the service as such within six months of date of discharge, will hold their former seniority standing, but if out of the service in excess of six months, will rank as new employees unless otherwise mutually agreed between the proper officer of the Railway and the General Chairman of the organization.

39.4 Definition of Qualified and Promoted Engineers:

(a) A qualified engineer is one who has passed the necessary qualifying examinations and is eligible for service as an engineer.

(b) A promoted engineer is one who has passed the necessary qualifying examinations and has been awarded seniority as engineer.

Memorandum of Agreement between Ontario Northland Railway and Brotherhood of Locomotive Engineers

Classifications

It is agreed as follows:

Classification of Engineers

The following classifications shall be established for all present and future engine service employees:

Engineer:

Employees actually working as such in accordance with C.R.O.R.

Reserve Engineer:

Engine service employees who are qualified or certified to work as an engineer but are not working as such. This does not include engine service brakemen.

Engine Service Brakemen:

Trainmen who are qualified or certified to work Brakemen as engineers.

Apprentice Engineers:

Employees training to become engineers. (Except under the Engine Service Brakemen Arrangement)

Reserve Engineers

1. The classification of fireman/helper is abolished. Employees heretofore classified as fireman/helpers shall be known as Reserve Engineers.

2. All present engineers and firemen/ helpers shall be awarded seniority in the same order as they presently appear on the Engineers' and Firemen/helpers' seniority lists.

Article 40

Bidding From One Assignment to Another

40.1 An engineer who bids from one assignment to another will not be permitted to again bid the assignment he/she vacated until such time as a vacancy again occurs on that assignment.

Article 41

Choice of Runs

41.1 Only two changes of timetable will be considered in a year and use as a basis of advertising all runs and assignments, namely, general Spring and Fall change. All runs and assignments will be bulletined for a period of 10 days prior to effective date of change. All runs and assignments to be specified. Any engineer failing to bid a sufficient number of positions to protect his/her seniority will be placed on the respective spareboard with no alternative.

41.2 Engineers on authorized leave of absence or vacation, at change of timetable will be permitted to make their choice upon reporting for duty; the same to apply in case of sickness.

Article 42

Protecting Service

42.1 Filling Positions

In protecting service, preference will be given to filling positions of engineer.

42.2 No application received

(a) (i) Permanent Jobs or Runs

Should no application be received for any job or run, the junior engineer assigned to the spareboard at the terminal out of which the assignment operates will be assigned. Yard assignments at

North Bay and Englehart will be manned from the spareboard if no applications are received.

At points where no spareboard is maintained, the junior engineer not working as such at the home station out of which the assignment operates will be assigned, provided that location is his/her home station.

(ii) Temporary Vacancies

Should no applications be received for vacancies bulletined under Article 52.2 they will be manned from the spareboard. Note letter of understanding dated December 9, 1996.

At points where no spareboard is maintained, the junior engineer not working as such at the home station out of which the assignment operates will be assigned, provided that location is his/her home station.

(b) In cases where unbid assignments and/or vacancies cannot be filled in accordance with Clause (a) above, the following procedure will govern:

The junior engineer in active service not working as such on the system will be required to protect the assignment or vacancy and must report as soon as practicable to the unbid position. Such engineers will be permitted to displace junior engineers holding positions at the point out of which the unbid position operates, but must initially protect the position to which assigned and, after declaring, must await release before leaving such position.

42.3 Shortage of Men on Spareboard

When there is a shortage of men on the spareboard at any home station the procedure contained in Article 43.6 may be invoked.

42.4 Shortage of Men for Running as Engineers

(a) When an engineer is not available for running, a second engineer may be removed from his/her assignment to operate the engine provided junior qualified men are not available in the terminal.

42.5 Missing Calls

36	11	30	49	67	86	105	124	142	161	180	199	217	236
37	12	30	49	68	87	105	124	143	162	180	199	218	237
38	12	31	49	68	87	106	124	143	162	181	199	218	237
39	12	31	50	68	87	106	125	144	162	181	199	218	237
40	12	31	50	69	87	106	125	144	162	181	200	219	237
41	13	31	50	69	88	107	125	144	163	182	200	219	238
42	13	31	51	69	88	107	126	144	163	182	201	219	238
43	13	32	51	70	88	107	126	145	163	182	201	220	238
44	14	32	51	70	89	107	126	145	164	182	201	220	239
45	14	33	52	70	89	108	127	145	164	183	202	220	239
46	14	33	52	71	89	108	127	146	164	183	202	221	239
47	15	33	52	71	90	108	127	146	165	183	202	221	240
48	15	34	52	71	90	109	127	146	165	184	202	221	240
49	15	34	53	72	90	109	128	147	165	184	203	222	240
50	16	34	53	72	91	109	128	147	166	184	203	222	241
51	16	35	53	72	91	110	128	147	166	185	203	222	241
52	16	35	54	72	91	110	129	147	166	185	204	222	241
53	17	35	54	73	92	110	129	148	167	185	204	223	242
54	17	36	54	73	92	111	129	148	167	186	204	223	242
55	17	36	55	73	92	111	130	148	167	186	205	223	242
56	17	36	55	74	92	111	130	149	167	186	205	224	242
57	18	37	55	74	93	112	130	149	168	187	205	224	243
58	18	37	56	74	93	112	131	149	168	187	206	224	243
59	18	37	56	75	93	112	131	150	168	197	206	225	243

In using this table, first find the column showing number of hours overtime then run down left hand column until number of minutes is reached and the figure in the hour column shows the equivalent mileage. Thus 5 hours and 12 minutes overtime is equal to 97 miles at mileage rates.

Table Showing Equivalent Mileage on Overtime Basis of 18 3/4 Miles Per Hour

NOTE: Fractions of mile up to one-half dropped-over one-half counted as one mile

Min	0'	1'	2'	3'	4'	5'	6'	7'	8'	9'	10'	11'	12'
0	0	19	37	56	75	94	112	131	150	169	187	206	225
1	0	19	38	57	75	94	113	132	150	169	188	207	225
2	1	19	38	57	76	94	113	132	151	169	188	207	226
3	1	20	38	57	76	95	113	132	151	170	188	207	226
4	1	20	39	57	76	95	114	132	151	170	189	207	226
5	2	20	39	58	77	95	114	133	152	170	189	208	227
6	2	21	39	58	77	96	114	133	152	171	189	208	227
7	2	21	40	58	77	96	115	133	152	171	190	208	227
8	2	21	40	59	77	96	115	134	152	171	190	209	227
9	3	22	40	59	78	97	115	134	153	172	190	209	228
10	3	22	41	59	78	97	116	134	153	172	191	209	228
11	3	22	41	60	78	97	116	135	153	172	191	210	228
12	4	22	41	60	78	97	116	135	154	172	191	210	229
13	4	23	42	60	79	98	117	135	154	173	192	210	229
14	4	23	42	61	79	98	117	136	154	173	192	211	229
15	5	23	42	61	80	98	117	136	155	173	192	211	230
16	5	24	42	61	80	99	117	136	155	174	192	211	230
17	5	24	43	62	80	99	118	137	155	174	193	212	230
18	6	24	43	62	81	99	118	137	156	175	193	212	231
19	6	25	44	62	81	100	118	137	156	175	193	212	231
20	6	25	44	62	81	100	119	137	156	175	194	212	231
21	7	25	44	63	82	100	119	138	157	175	194	213	232
22	7	26	44	63	82	101	119	138	157	176	194	213	232
23	7	26	45	63	82	101	120	138	157	176	195	213	232
24	7	26	45	64	82	101	120	139	157	176	195	214	232
25	8	27	45	64	83	102	120	139	158	177	195	214	233
26	8	27	46	64	83	102	121	139	158	177	196	214	233
27	8	27	46	65	83	102	121	140	158	177	196	215	233
28	9	27	46	65	84	102	121	140	159	177	196	215	234
29	9	28	47	65	84	103	122	140	159	178	197	215	234
30	9	28	47	66	84	103	122	141	159	178	197	216	234
31	10	28	47	66	85	103	122	141	160	178	197	216	235
32	10	29	47	66	85	104	122	141	160	179	197	216	235
33	10	29	48	67	85	104	123	142	160	179	198	217	235
34	11	29	48	67	86	104	123	142	161	179	198	217	236
35	11	30	48	67	86	105	123	142	161	180	198	217	236

Reserve engineers who miss a call for emergency running in any service will not again be called as an engineer until after the employee accepting the call has returned to the terminal and is off duty except when other engineers are not available for subsequent emergency situation.

42.6 Expenses Away From Home

(a) Locomotive engineers who protect service in accordance with Articles 42.2, 42.3, 43.5 and 43.6 will be allowed \$20.00 per day for meals where cooking facilities are available and \$35.00 per day where cooking facilities are not available. The allowance will be paid for each calendar day such locomotive engineer works or is available for work at or out of the away from home location provided such point is not his/her normal place of residence.

Note: Locomotive engineers who are forced to a temporary vacancy west of Cochrane will be entitled to this allowance on the travel days and days off of the vacancy.

Note: In the application of this paragraph, the payment of the daily allowance shall also apply to locomotive engineers who are required to learn the road at the point where the shortage exists.

(b) Locomotive engineers who protect service in accordance with Articles 42.2, 42.3, 43.5 and 43.6 will be supplied accommodation provided that such assignments are not located at his/her normal place of residence.

Article 43

Home Station Rules

Applicable Only to Employees with Seniority Date Prior to February 17, 1958

43.1 Applicable To All Employees

Engineers cut off the engineers list at their home stations may exercise their seniority as engineers at other home stations, if they so desire, but will be required to declare themselves within 24 hours.

43.2 For the purpose of this agreement, North Bay, Englehart, Cochrane and Hearst will be considered home stations.

43.3 All lines north of Englehart will be considered as coming within the jurisdiction of Englehart home station for relief purposes for engineers, if there are no classed men available at the home station where relief is required.

43.4 All lines between North Bay and Englehart, will be considered as coming within the jurisdiction of North Bay home station for relief purposes for engineers.

43.5 Should a shortage of engineers exist at North Bay, or Englehart, the Railway reserves the right to transfer, temporarily, a sufficient number of engineers to protect the service. Men so transferred will be permitted to return to their home stations as soon as it can be shown that there is a sufficient number of men in the respective classifications at the away from home point to protect the service. When engineers are required to leave home station, the junior engineer not working as such will be required to go.

43.6 In case of no applications for vacancies as engineers, the junior man on engineers' spareboard, from closest home station as per Article 43.2 and 43.3 will be required to fill the vacancy. If necessary, the spareboard will be adjusted before the move is made.

38"	8	20	33	45	58	70
39"	8	21	33	46	58	71
40"	8	21	33	46	58	71
41"	9	21	34	46	59	71
42"	9	21	34	46	59	71
43"	9	21	34	46	59	71
44"	9	22	34	47	59	72
45"	9	22	34	47	59	72
46"	10	22	35	47	60	72
47"	10	22	35	47	60	72
48"	10	22	35	47	60	72
49"	10	23	35	48	60	73
50"	11	23	35	48	60	73
51"	11	23	36	48	61	73
52"	11	23	36	48	61	73
53"	11	24	36	49	61	74
54"	11	24	36	49	61	74
55"	11	24	36	49	61	74
56"	12	24	37	49	62	74
57"	12	24	37	49	62	74
58"	12	25	37	50	62	75
59"	12	25	37	50	62	75

Table Showing Equivalent Miles at 12 1/2 Miles Per Hour at Pro-Rata Rates

Minutes	Hours					
	0'	1'	2'	3'	4'	5'
0"	0	12	25	37	50	62
1"	0	13	25	38	50	63
2"	0	13	25	38	50	63
3"	1	13	26	38	51	63
4"	1	13	26	38	51	63
5"	1	14	26	39	51	64
6"	1	14	26	39	51	64
7"	1	14	26	39	51	64
8"	2	14	27	39	52	64
9"	2	14	27	39	52	64
10"	2	15	27	40	52	65
11"	2	15	27	40	52	65
12"	2	15	27	40	52	65
13"	3	15	28	40	53	65
14"	3	15	28	40	53	65
15"	3	16	28	41	53	66
16"	3	16	28	41	53	66
17"	4	16	29	41	54	66
18"	4	16	29	41	54	66
19"	4	16	29	41	54	66
20"	4	17	29	42	54	67
21"	4	17	29	42	54	67
22"	5	17	30	42	55	67
23"	5	17	30	42	55	67
24"	5	17	30	42	55	67
25"	5	18	30	43	55	68
26"	5	18	30	43	55	68
27"	6	18	31	43	56	68
28"	6	18	31	43	56	68
29"	6	19	31	44	56	69
30"	6	19	31	44	56	69
31"	6	19	31	44	56	69
32"	7	19	32	44	57	69
33"	7	19	32	44	57	69
34"	7	20	32	45	57	70
35"	7	20	32	45	57	70
36"	7	20	32	45	57	70
37"	8	20	33	45	58	70

Article 44

Mileage Regulations

44.1 A sufficient number of locomotive engineers will be assigned to keep the mileage or equivalent thereof within the following limitations, wherever it is practicable to do so.

(a) Assigned passenger service - 4,000 to 4,800 miles per month

(b) Assigned work train or construction service - 3,200 to 4,000 miles per month.

(c) Assigned freight, mixed, pusher, helper service - 3,200 to 3,800 miles per month; pool service (subject to Clause (f) below) - 3,300 to 3,800 miles per month.

(d) Assigned yard or transfer service - a maximum of the equivalent of 3,800 miles per month.

(e) Spareboard (subject to Clause (f) below) - 3,300 to 3,800 miles per month.

(f) Provided it does not result in a qualified locomotive engineer manning a position as reserve engineer, a sufficient number of locomotive engineers will be assigned to pool or spareboard to keep the mileage or equivalent thereof between 3,700 to 3,800 miles per month.

44.2 All miles in excess of the maximum will go to spare engineers, except that excess mileage of assigned runs may be used to build up mileage on assigned runs with mileage less than minimum.

44.3 Engineers used in combination service will be permitted to make the equivalent of 3,800 miles in freight service. In calculating such miles, time paid for at straight or punitive rates will be calculated at 20 miles per hour in passenger service and at 12.5 miles per hour in all other classes of service.

44.4 Mileage made by a locomotive engineer in different occupations and under different collective agreements will be taken to total his/her mileage in a working month.

44.5 No reductions will be made in the number of engineers in the respective classes so long as:

(a) Engineers in assigned passenger service are earning the equivalent of - 4,000 miles per month.

(b) Engineers in assigned freight, mixed, pusher, helper, work or construction service are averaging the equivalent of 3,200 miles per month, and (subject to Clause (d) below) locomotive engineers in pool service are averaging the equivalent of - 3,300 miles per month.

(c) Subject to Clause (d) below, locomotive engineers assigned to spareboard are averaging the equivalent of - 3,300 miles per month.

(d) Provided it does not result in a locomotive engineer being demoted to a reserve engineer's position, a reduction in the number of locomotive engineers assigned to pool or spareboard may be made when the average miles or equivalent in these classes of service fall below - 3,700 miles per month.

44.6 Engineers reduced due to the application of this Article will be returned to service in order of their seniority as such, as soon as it can be shown that:

(a) Engineers in assigned passenger service can earn the equivalent of - 4,800 miles per month.

(b) Engineers in assigned freight, mixed, pool, pusher, helper, work or construction service are averaging the equivalent of - 3,800 miles per month.

(c) Engineers assigned to spareboard are averaging the equivalent of - 3,800 miles per month.

44.7 The General Chairman of the Brotherhood of Locomotive Engineers, with the appropriate officer of the Railway, will arrange starting dates for the working months of all engineers at their respective terminals.

44.8 A record of mileage made by engineers (a) in pool service, (b) on the spareboard, and (c) by emergency men, will

**Table Showing Time After Which Overtime
Accrues on Runs of 100 miles to 199 Miles in Length, on
Speed Basis of 12 1/2 Miles Per Hour**

Miles Distance	Overtime Accrues		Overtime Accrues		Miles Distance	After Hours
	After Hours	Miles Distance	After Hours	Miles Distance		
100	8.00	134	10.43	168	13.26	
101	8.05	135	10.48	169	13.31	
102	8.10	136	10.53	170	13.36	
103	8.14	137	10.58	171	13.41	
104	8.19	138	11.02	172	13.46	
105	8.24	139	11.07	173	13.50	
106	8.29	140	11.12	174	13.55	
107	8.34	141	11.17	175	14.00	
108	8.38	142	11.22	176	14.05	
109	8.43	143	11.26	177	14.10	
110	8.48	144	11.31	178	14.14	
111	8.53	145	11.36	179	14.19	
112	8.58	146	11.41	180	14.24	
113	9.02	147	11.46	181	14.29	
114	9.07	148	11.50	182	14.34	
115	9.12	149	11.55	183	14.38	
116	9.17	150	12.00	184	14.43	
117	9.22	151	12.05	185	14.48	
118	9.26	152	12.10	186	14.53	
119	9.31	153	12.14	187	14.58	
120	9.36	154	12.19	188	15.02	
122	9.46	156	12.29	190	15.12	
123	9.50	157	12.34	191	15.17	
124	9.55	158	12.38	192	15.22	
125	10.00	159	12.43	193	15.26	
126	10.05	160	12.48	194	15.31	
127	10.10	161	12.53	195	15.36	
128	10.14	162	12.58	196	15.41	
129	10.19	163	13.02	197	15.46	
130	10.24	164	13.07	198	15.50	
131	10.29	165	13.12	199	15.55	
132	10.34	166	13.17			
133	10.38	167	13.22			

be furnished on request to the General Chairman of the Brotherhood of Locomotive Engineers, by the appropriate officer of the Railway.

44.9 In adjusting the number of men to be assigned to pool service and to spareboard, engineers will be governed by the average mileage made by engineers in the previous period.

44.10 Spareboards may be adjusted on an ad hoc basis when mutually agreed upon by both parties.

44.11 An automatic spareboard will be worked out of stations, i.e. when a man exercises his/her seniority on a spareboard, the junior man will be cut off, and likewise when a man is promoted from the spareboard another man will be added.

44.12 In regulating the working lists in the respective classes of service, each list will be handled separately. In the regulation of mileage, neither the minimum nor the maximum is guaranteed.

44.13 Engineers will be required upon completion of each trip of day's work to register in ink the total mileage made from the starting date of their respective working months (including excess mileage or days made in the previous checking period).

44.14 If any engineer exceeds his/her maximum miles or days in any working month, such excess will be charged to his/her mileage or days in the following months; this not to apply to engineers who are required to exceed their maximum due to shortage of engineers.

44.15 When an engineer fails to book his/her aggregate mileage for the current month or checking period correctly thereby earning mileage in excess of the maximum mileage he/she will be required to carry double the mileage improperly earned to the next checking period where no vacation is allotted.

44.16 Engineers who fail to register their total mileage at end of trip or day's work in the book provided for that purpose will not be called.

44.17 Calling Procedures - COCHRANE AND HEARST

- 1) Senior Engineer desiring extra work in accordance with Article 52.13. (The engineer used must be working out of the terminal at the time of the call).
- 2) Senior Engineer in yard or switcher service in accordance with the Letter of Understanding on page 232 of Agreement No. 8. (If an Engineer is sent from Englehart in accordance with this letter they may be considered as the senior Engineer)

If still unable to fill the spare vacancy, the following shall apply:

- 1) Senior engineer not working as such (ESB's) protecting a temporary or permanent vacancy at the location where the spare vacancy occurred. Not to be held off regular assignment.
- 2) Engineer's spareboard Englehart.
- 3) Senior Engineer not working as such in Englehart including the ESB(s) protecting spare locomotive engineer work where the spare vacancy occurred.
- 4) Seniority list where the spare vacancy occurred.
- 5) Seniority list Englehart

General

If status of engineer changes subsequent to call time (displaced) they shall be entitled to the tour of duty as called, unless the Engineer they were called to replace becomes available prior to a 2-hour call. An Engineer cancelled in accordance with this paragraph shall be entitled to the provisions of Article 16 and the provisions of Article 12 when applicable.

Termination:

The provisions of this agreement supersede all previous agreements and interpretations which are in conflict therewith. It will remain in effect until December 31, 2004, and thereafter until revised or superseded subject to four months' notice in writing by either party at any time after August 31, 2004

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

For ONTC:

 R. Hains
 Executive Vice-President

For the Unions:

 R. Leclerc
 General Chairperson Brotherhood
 of Locomotive Engineers

 S. O'Donnell
 Local Chairman Brotherhood of
 Locomotive Engineers

 C. Yantha
 Vice Local Chairman
 Brotherhood of
 Locomotive Engineers

percentage of the applicable engineer's rate based on their total number of years service with the company as follows:

Year 1	75%
Year 2	80%
Year 3	85%
Year 4	90%
Year 5	100%

99.12 Picking Up and Setting Out Diesel Units Enroute (Article 20)

Effective. Jan. 1, 2002	\$6.6155
Effective Jan. 1, 2003	\$6.8140
Effective. Jan. 1, 2004	\$7.0865

NORTH BAY AND ENGLEHART (Spareboard Exhausted)

YARD SERVICE:

- 1) Yard Engineer booked okay for extra shift (Article 3.7).
- 2) Engineers not working as such (ESB's) in seniority order.
- 3) Engineer's home stationed in the terminal where the shortage exists in seniority order. (Seniority list including engineers off for mileage).

ROAD SERVICE:

- 1) Senior Road Engineer booked okay for extra work (As per Memorandum of Agreement, Page 138).
- 2) Senior Yard Engineer booked okay for extra work on their day off. (Article 3.7)
- 3) Engineers not working as such (ESB's) in seniority order.
- 4) Engineer's home stationed in the terminal where the shortage exists in seniority order. (Seniority list including engineers off for mileage).
- 5) When unable to fill a Second Engineer's vacancy on Passenger, Engineers from another terminal will be called if they notify the crew clerk that they are available. If no one makes himself or herself available and a brakeman is utilized, an Engineer from the away from home terminal will be called in accordance with the calling procedure to replace the brakeman for the return movement. The call for such Engineer will be made at a time that will ensure the release of the brakeman on their arrival at the away from home terminal. (i.e. the night before or Friday night.)

GENERAL

- 1) If it becomes necessary to call engineers from another home station, the seniority list for that home station will be called whenever possible. (i.e. two engineers make themselves available from another terminal, the senior man will be called)
- 2) ESB's not available for service as engineers, will not be called as engineers until the person who worked returns, except in case of shortage of men.

44.18 In the application of this Article, when engineers in assigned pool, or spareboard service have made their maximum mileage and there are no demoted engineers or qualified engineers not working as such available who have not made their maximum mileage, the following will apply:

- (a) The senior pool and/or assigned engineer will be called in order of seniority for one trip each.
- (b) Engineers assigned to the spareboard will next be used in order of seniority for one trip each.
- (c) If this does not complete the period, the same procedure to be continued until period is completed.

44.19 Engineers off for mileage may book on the board at 1200 hours and will automatically be placed on at 2200 hours on the last day of their respective checking periods in the order in which they were taken off.

44.20 In the adjustment of miles as between freight and passenger; freight miles will be increased by 20% when booking passenger miles and passenger miles will be decreased by 20% when booking freight miles. Miles earned as a brakeman will be reduced by 12% when set up or used as an engineer. Employees will be responsible to track their own mileage.

44.21 In the application of this Article, the following earnings will not be charged against an employee's mileage record:

99.9 RATES OF PAY - HOSTLERS

	Per Day, Effective		
	Jan.1/02	Jan.1/03	Jan.1/04
	2%	3%	4%
Outside Hostler	\$166.68	\$171.68	\$178.55
Inside Hostler	\$148.37	\$152.82	\$158.93
Outside Hostler's Helper	\$137.41	\$141.54	\$147.20
Training Outside Hostler	\$28.97	\$29.84	\$31.03
Training Inside Hostler	\$10.71	\$11.03	\$11.47
Composite Rate	\$157.53	\$162.25	\$168.74

99.10 Additional rates of pay for Reserve Engineers with a seniority date prior to February 17, 1958.

	Per 100 Miles, Effective		
	Jan.1/02	Jan.1/03	Jan.1/04
	2%	3%	4%
(a) Wayfrt. Differential	\$3.95	\$4.07	\$4.23
(b) Snow Plow Differential Elk Lake & Island Falls Subdivisions 44	\$3.72	\$3.83	\$3.99
(c) Yard & Transfer Svc Per Day	\$131.13	\$135.07	\$140.47
(d) Road Switcher Service Differential	\$13.76	\$14.17	\$14.74
(e) Shift Differential (Includes Hostlers)			

Hostlers and Reserve Engineers referred to above working in yard service will be entitled to shift differentials as follows: (Effective January 20, 2003)

For shifts beginning between: 1400 and 2159 - 50¢ per hour

For shifts beginning between: 2200 and 0559 - 55¢ per hour

99.11 Employees hired subsequent to July 6, 1999 and who later qualify as locomotive engineer shall receive a

Employees with seniority date before Feb. 17, 1958

	Per Mile, Effective		
	<u>Jan.1/02</u> 2%	<u>Jan.1/03</u> 3%	<u>Jan.1/04</u> 4%
Psg. Service (cents per mi.)	\$1.1681	\$1.2031	\$1.2513
Frt. Service (cents per mi.)	\$1.0205	\$1.0511	\$1.0932
Yard Service (per day)	\$131.13	\$135.07	\$140.47

Employees with seniority date after Feb. 17, 1958

Psg. or Frt. Service (cents per mi.)	\$1.0205	\$1.0511	\$1.0932
Yard Service (per day)	\$131.13	\$135.07	\$140.47

99.7 TRAINING RATE

Effective. Jan. 1, 2002	\$28.97
Effective Jan. 1, 2003	\$29.84
Effective. Jan. 1, 2004	\$31.03

99.8 GENERAL HOLIDAY PAY

Engineers and Reserve Engineers

(a) Holiday pay for an employee qualified under Article 55.2 shall be an amount equal to his/her earnings, exclusive of overtime, for the first shift or tour of duty worked by him on the general holiday.

(b) Holiday pay for an employee qualified under Article 55.3 and 55.5 shall be an amount equal to an employee's earnings, exclusive of overtime, for the last shift or tour of duty worked by him prior to a general holiday.

Hostlers:

Holiday pay for employees qualified under Articles 55.2, 55.3 or 55.5 is 8 hours pay at the pro rata rate.

- (a) General holiday pay
- (b) Travel allowance
- (c) Bereavement leave
- (d) Annual vacation
- (e) Allowances for periodic medicals or rules examinations
- (f) Penalty payments under Articles 18 and 19.

44.22 Following discussions of this new article, the parties will draft a letter of agreement to cover maximum averaging.

Article 45

Decrease in Mileage

45.1 When the pay miles of any regular assignment are decreased in excess of 300 per month, (3 days in yard service), exclusive of preparatory time, initial terminal time, overtime, final terminal time and inspection time, or the home terminal is changed between changes of timetable, or when an assignment with a fixed starting time is changed two hours or more either at or away from the home terminal, or the starting time of a yard job is changed two hours or more, or an assignment is changed from daily to tri-weekly or vice versa, the engineers affected may make another choice of assignments at their home terminal, such choice to be made at the time change is made effective.

Article 46

Left Blank Intentionally

Article 47

Disabled Engines

47.1 When an engine becomes disabled, necessitating another engine being supplied to get the train to terminal, the crew from the disabled engine shall when possible, transfer to the replacing engine and continue with train to destination. The crew of the replacing engine shall, when circumstances warrant, transfer to the disabled engine.

Article 48

Supplies for Locomotives

48.1 Locomotive cabs will be made comfortable to every extent possible. Locomotives will be dispatched out of North Bay and Cochrane, with clean windows and floors and the refuse removed. The washroom is to be clean and sanitary. They will also be supplied with fuel, water, sand, drinking water, a working refrigerator, and all the necessary stationary required for the completion of the trip. They must also be scheduled for heavy cleaning on a regular basis. New purchased locomotives will be supplied with microwaves.

and between the hours of 2200 and 0559 (excluding arbitrary payments) shall receive a shift differential of 55 cents per hour. Overtime shall not be calculated on the shift differential nor shall the shift differential be paid absences from duty, such as vacations, general holiday, etc.

99.4 DIRECT DEPOSIT

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

99.5 SNOW PLOW SERVICE

(Article 4.2) Rotary Snow Plows - Rates of Pay Per Day

Effective. Jan. 1, 2002	\$135.17
Effective Jan. 1, 2003	\$139.23
Effective. Jan. 1, 2004	\$144.79

99.5 LENGTH OF TRAIN ALLOWANCE - EFFECTIVE DECEMBER 15, 1996

3801 TO 5000 FEET	\$3.06
5001 TO 6000 FEET	\$7.14
6001 TO 7000 FEET	\$13.26
7001 TO 8000 FEET	\$21.42
8001 TO 9000 FEET	\$31.62
9001 TO 10,000 FEET	\$43.86
10,000 FEET AND OVER	\$58.14

LENGTH OF RUN ALLOWANCE - EFFECTIVE DECEMBER 15, 1996

100 OR LESS ROAD MILES	\$12.24
101 TO 150 ROAD MILES	\$15.30
151 TO 200 ROAD MILES	\$22.95
201 TO 220 ROAD MILES	\$30.60
221 TO 240 ROAD MILES	\$33.15
241 TO 260 ROAD MILES	\$35.70
261 TO 280 ROAD MILES	\$38.25
281 TO 300 ROAD MILES	\$40.80

99.6 RESERVE ENGINEERS

(c) (Article 2.2) Wayfreight Rates

Effective. Jan. 1, 2002	\$5.51
Effective Jan. 1, 2003	\$5.67
Effective. Jan. 1, 2004	\$5.90

d) (Article 2.3) Snow Plow differential Elk Lake and Island Falls Subdivisions

Effective. Jan. 1, 2002	\$11.19
Effective Jan. 1, 2003	\$11.53
Effective. Jan. 1, 2004	\$11.99

99.3 YARD, TRANSFER SERVICE AND ROAD SWITCHER SERVICE

(a) (Article 3.1) Rates of pay per day (includes preparatory and inspection time)

Effective. Jan. 1, 2002	\$198.32
Effective Jan. 1, 2003	\$204.27
Effective. Jan. 1, 2004	\$212.44

(b) Unit Allowance

A locomotive engineer in Yard and Transfer service in charge of and responsible for a second unit or for three or more units in his/her locomotive consist at any time during his/her shift shall be paid in addition to his/her other earnings for such shift as follows:

	Per Mile, Effective		
	<u>Jan.1/02</u>	<u>Jan.1/03</u>	<u>Jan.1/04</u>
	2%	3%	4%
Second Unit	\$3.35	\$3.45	\$3.58
Three or More Units	\$6.64	\$6.84	\$7.11

(c) Shift Differentials (Effective. January 20, 2003)

A locomotive engineer in Yard Service who commences a shift between the hours of 1400 and 2159 (excluding arbitrary payments) shall receive a shift differential of 50 cents per hour

Article 49

Locomotive Testers

49.1 Engineers will be given preference in filling positions of locomotive testers and when so employed will be compensated at yard rates.

Article 50

New Type of Motive Power

50.1 In the event that any new type of motive power is introduced and the rate provided therefore is not, in the opinion of the General Committee, equitable, such rate shall be subject to negotiation between the General Committee of the Brotherhood of Locomotive Engineers and the proper officer of the Railway.

Article 51

Handling Electric or Other Types of Power

51.1 Whenever electric or other power is installed as a substitute for steam, or is now operated as a part of the system on any of the tracks operated or controlled, the locomotive engineers shall have preference for positions as engineers or motormen on electric locomotives but these rights shall not operate to displace any men at present holding such positions.

51.2 In the operation of motor coaches, not less than two men (motorman and conductor) shall be used. Motormen (engineers) shall not be required to perform work other than that of a mechanical nature in connection with service to that assigned. Variations to the above may be made, subject to Article 51.1 on branch runs under 50 miles in one direction, where no other trains are being run at the time.

Article 52

Local Rules

52.1 Temporary Vacancies

(a) Vacancies that are open or known to be open for five days, will be posted for 24 hours and will be filled by the successful applicant. In cases of sickness the initial vacancy will not be bulletined until five days have passed but subsequent vacancies resulting therefrom will be bulletined immediately.

(b) Vacancies created by mileage limitations will be manned from the spare lists, except at outlying points where no spare lists are maintained. Engineers may apply for vacancies created by mileage limitations at Cochrane and Hearst. (Subject to Clause (a) of this rule.)

(c) When an engineer has been off duty account of sickness, leave of absence, mileage or vacation he/she may, provided his/her seniority entitles him to do so, claim a vacancy which had been bulletined during his/her absence. Such claim must be made at the time he/she declared himself okay for duty or prior to the time he/she is to be placed on the working list as the case may be.

(d) When an engineer moves from one vacancy to another under this Article he/she will forfeit his/her temporary right to the vacancy he/she is leaving and it will then be treated in the same manner as an original vacancy.

(e) Seniority permitting, an engineer who has completed a temporary vacancy will be allowed to declare for any vacancy he/she did not bid because he/she preferred to remain on such permanent position.

(f) Seniority permitting, an engineer who has completed a temporary vacancy will be allowed to declare for any vacancy he/she did not bid because he/she preferred to remain on such temporary vacancy.

(g) If an engineer passes up a yard vacancy remaining on the spare list by preference and he/she is subsequently cut from

APPENDIX A

ONTARIO NORTHLAND RAILWAY

BROTHERHOOD OF LOCOMOTIVE ENGINEERS

ARTICLE 99 - RATES OF PAY

99.1 PASSENGER SERVICE

(a) (Article 1.1) Weight-On-Drivers Rate

	Per Mile, Effective		
	<u>Jan.1/02</u>	<u>Jan.1/03</u>	<u>Jan.1/04</u>
	2%	3%	4%
	Cents	Cents	Cents
	\$1.1803	\$1.2158	\$1.2644

(b) Daily Guarantee (Article 1.3)

Effective. Jan. 1, 2002	\$121.73
Effective Jan. 1, 2003	\$125.38
Effective. Jan. 1, 2004	\$130.39

99.2 FREIGHT SERVICE

(a) (Article 2.1) Weight-On-Drivers Rate

	Per Mile, Effective		
	<u>Jan.1/02</u>	<u>Jan.1/03</u>	<u>Jan.1/04</u>
	2%	3%	4%
	Cents	Cents	Cents
	\$1.4715	\$1.5156	\$1.5762

(b) In the operation of caboosless trains, add .28 cents for each additional 50,000 lbs.

the spare list, he/she may then take the yard vacancy if he/she stands for same subject to Article 52.4 (c).

52.2 Missing Calls

(a) When a spare engineer cannot be located when required, his/her name shall be removed from the list, and (except in case of emergency) he/she will not be booked on again until the man who goes out in his/her place has returned to the initial point, provided however, that in no case will time held off duty exceed five (5) days.

(b) The spare engineer who could not be located will then be listed on the board next below the engineer accepting the call. If however, the engineer who could not be located is used in emergency, he/she will take his/her place on the list at the completion of the emergency service.

(c) The minimum period for which a spare engineer can book off for sickness, or leave of absence, is twelve (12) hours.

52.3 Jobs will be bulletined for a period of five (5) days. When jobs are bulletined they will be sent to all points on the same day and placed on bulletin boards immediately.

52.4 (a) When an engineer who is the successful applicant for any class of service by bulletin and in the meantime is displaced or bumped before going on same, he/she may exercise his/her seniority.

(b) No engineer shall be allowed to bid in any position while on sick leave, leave of absence or vacation.

(c) Displaced engineers will have twenty-four (24) hours in which to declare themselves, unless sick or on leave of absence. Engineers failing to declare themselves in the time allotted will be placed on the spare list. In cases where an engineer does not stand for the spare list, he/she will be required to fill the junior position in the yard if he/she stands for same.

(d) When a man is added to or cut off regular or spareboard, he/she will be notified immediately.

52.5 In cases where spare men are called simultaneously, the following procedure will govern:

- (1) First man out - Deadheading
- (2) Second man out - Mainline
- (3) Third man out - Yard

52.6 When a spare engineer is deadheaded to an outlying point to relieve a regular engineer off duty on leave of absence for personal reasons, two tours of duty or more, no deadheading will be paid to relief man. This has no bearing on relief account of mileage limitations.

52.7 An engine crew assigned to service where it is necessary to move engine to terminal for washout or light repairs, may be required to handle engine light to nearest round house, returning to assigned territory with the same or another engine in continuous service during the course of the day's work. Miles so run to be added to mileage of trip. No run-arounds to be paid to unassigned crews available at terminal, under these circumstances. If coupled with another engine for such moves, the tonnage of the train will not exceed the scheduled tonnage of the engine handling same.

52.8 (a) Pool freight engineers will run first-in, first-out from their respective terminals, handling all unassigned work except yard switching and piloting.

(b) Spare engineers will run first-in, first-out.

Interpretation of Rule 52.8

(a) In the application of this rule, the time of arrival at the outer switch will be used when placing engineers on the working list.

(b) Spare engineers used in yard service will be placed on the working list when they have been released from duty.

(c) It is understood and agreed that operating practices in effect prior to date of adoption of this interpretation will not be altered by placing engineers on the working list at time of arrival at outer switch instead of at time of booking off duty, as in the past.

displace another fireman/helper, he/she may declare for a hostling position which has been relinquished in accordance with this Article.

64.12 At each fall change of timetable, all hostling assignments will be bulletined and the senior permanent hostler making application will be assigned. Positions not bid in by permanent hostlers may be filled from ranks of other employees at the discretion of the Railway.

64.13 Temporary Vacancies (positions filled by permanent hostlers only)

(a) Employees will be called in the following order for vacancies of less than five days.

- (i) Spare hostlers.
- (ii) Permanent hostlers on their assigned rest days.
- (iii) Other employees not covered by this agreement.

(b) In the event of a known five day vacancy, it may be filled by the senior permanent hostler in the terminal desirous of same. When not filled in this manner the vacancy will be filled by employees not covered by this agreement.

64.14 When during his/her shift the Company required a hostler to furnish on-the-job training to hostler trainees, i.e. provide such advice, counsel and supervision as required to ensure the safe operation of the locomotive (s) and assist the trainees in improving their skill and competence, including the completion of progress reports as necessary, he/she will be paid, in addition to his/her other earnings for such shift, the allowance specified in Article 99.9.

(e) Relief Assignments - When service is required by the Railway on the days off of a regular assignment it may be performed by other regular assignments, by regular relief assignments, or by spare hostling employees, when not protected in the foregoing manner. When regular relief assignments are established they shall, except as otherwise provided, have five consecutive days of work. They may on different days have different starting times. providing such starting ties are those of the employee or employees relieved, and have different points for going on and off duty, which shall be the same as those of the employee or employees they are relieving.

64.10 Hostler Assignment Regulations

(a) Hostlers will work alternate shifts, unless provision for permanent shift is arranged for by mutual agreement between the proper officer of the Railway and the local committee of the Brotherhood, and assignment of shifts shall not be changed between changes of timetable.

(b) Where men work in alternating shifts, they will work as follows - one week on first shift; one week on third shift; one week on second shift.

(c) Where it has been the practice for hostlers to work regular shifts, it will remain as same unless all men affected wish to swing.

64.11 Effective April 1, 1974 the Brotherhood of Locomotive Engineers permanently relinquishes all rights to hostling positions and hostling work except as follows:

(a) Permanent hostlers presently employed will continue to be represented by the Brotherhood.

(b) An incapacitated locomotive engineer who has seniority as a fireman/helper or an incapacitated fireman/helper will be allowed to displace an employee from a hostling position relinquished in accordance with this Article.

(c) In the event that a fireman/helper with a seniority date prior to February 17, 1958, is laid off and he/she is unable to

Example: In the event an engineer, due to mishap or other cause, is required to enter a terminal with part of his/her train and then again leaves terminal to bring in balance of his/her train, it is agreed he/she will not go on the working list until he/she has arrived at the outer switch on the final move made into a terminal in connection with his/her own train.

52.9 No engineer will be allowed to ride a bulletin unless he/she stands for work at that point where vacancy occurs.

52.10 When men book up for run of shift, they must book on sheet or notify appropriate railway officer to place their name on the sheet with time shown. Engineers will stay on same unless due to promotion in order of seniority.

52.11 A regular through freight engineer booking off one trip or missing call whose turn has been supplied for auxiliary, snow plow, tie train, etc., is at liberty to take his/her turn after two full working days without deadheading.

52.12 At outlying points the senior available engineer home station at that point shall be entitled to any extra work that arises, if they desire same, and has no tour of duty to perform.

52.13 (a) Notwithstanding the provisions of Article 3, Road Switcher assignments may be established to operate on a turnaround basis beyond a radius of 30 miles.

(b) Engineers on Road Switcher assignments not covered by Article 3 who are required to perform four (4) or more hours switching at the home terminal in a tour of duty, will be paid for the whole of such tour of duty at yard rates. Road service performed will be allowed on the basis of hours or miles, whichever is the greater. Switching and road service may be combined to make up the basic day.

(c) Engineers on Road Switcher assignments not covered by Article 3 who perform less than four (4) hours' switching at the home terminal in a tour of duty will be paid for the whole of such tour of duty at wayfreight rates.

(d) This Article 52.13 may be terminated at any time subject to thirty (30) days' advance notice by either party.

64.7 Independent Assignments

The starting time for all independent assignments will be fixed and shall not be changed without 48 hours' advance notice.

64.8 Meal Periods

Hostlers will be allowed 20 minutes for lunch between 4 1/2 and six hours after starting work, without deduction in pay.

64.9 Five Day Work Week

(a) A work week consisting of five consecutive days of eight hours each is established with two days off in each seven, except as hereinafter provided. The work week will be established in accordance with the Railway's operational requirements. Nothing in this rule shall be construed to create a guarantee of any number of days in a work week. Hostling employees required to perform service in excess of five days in a work week will be paid in accordance with Article 64.5.

(b) Beginning of Work Week - The term "work week" for regularly assigned hostling employees shall mean a week beginning on the first day on which the assignment is bulletined to work.

(c) Days Off - Day or days off which cannot be made part of a regular relief assignment will be filled by the regularly assigned hostling employee and paid for at pro rata rates. Representatives of the Railway and of the employees will cooperate in designating day or days off of regular assignments.

(d) Non-Consecutive Days Off - If the Railway contends it is not practicable to grant two consecutive days off to a regularly assigned or regular relief hostling employee and that it is necessary to establish non-consecutive days off, representatives of the Railway and of the employees will confer and endeavour to agree upon the establishment of non-consecutive days off. If such representatives fail to agree, the Railway may nevertheless establish non-consecutive off subject to the right of the employees to process the dispute as a grievance or claim under the rules agreement, and in such proceedings the burden will be on the Railway to prove that it was not practicable to grant two consecutive days off.

(b) Hostlers will be required to report for duty 10 minutes prior to the starting time of their shift for which 10 minutes will be paid at the applicable straight-time rate. Time paid for will be for performing duties in connection with registering, reading bulletins, checking watch, picking up radios, etc., and being prepared to commence work at the starting time of their shift.

(c) Hostlers upon the completion of their shift, will be allowed 5 minutes at the applicable straight-time rate of pay for performing duties in connection with completing reports, returning radios, registering etc.

(d) Time paid for under Clauses (b) and (c) of this Article will not be used in the calculation of overtime or in the application of overtime provisions of this agreement, nor will it be used in the application of Articles dealing with General Holidays, shift differentials, rest, starting times, lunch time etc.

64.5 Overtime

Except when changing off, where it is the practice to work alternate days and nights for certain periods, working through two shifts to change off, or when exercising seniority rights from one assignment to another or when extra men are required by schedule to be used, all time worked in excess of eight hours continuous service in a 24 hour period, and/or all time worked on regularly assigned rest days shall be paid for as overtime on the minute basis at one and one-half times the hourly rate.

Note: It is understood that when hostling employees are required to remain on duty in excess of eight (8) hours in continuous service, they will receive overtime at time and one-half on the minute basis. When they start a second shift within a 24 hour period, they will not be paid under the overtime rule but will start a new day.

64.6 Starting Time for Hostlers

Where three - eight hour shifts are worked in continuous service, the time for the first shift to begin work shall be between 6:30 a.m. and 8:00 a.m., the second 2:30 p.m. and 4:00 p.m. and the third 10:30 p.m. and midnight.

Article 53

Adverse Effects of Changes in Working Conditions

53.1 Material Changes in Working Conditions

Prior to the introduction of run-throughs or changes in home stations or of material changes in working conditions which are to be initiated solely by the Railway and would have significantly adverse effects on engineers, the Railway will:

(a) Negotiate with the Brotherhood measures to minimize any significantly adverse effects of the proposed change on locomotive engineers, but such measures shall not include changes in rates of pay, and

(b) Give at least six months' advance notice to the Brotherhood of any such proposed change, with a full description thereof along with details as to the anticipated changes in working conditions. While not necessarily limited thereto, in the case of run-throughs, and the case of other changes where applicable, the matters considered negotiable will include the following:

1. Appropriate timing
2. Appropriate phasing
3. Hours on duty
4. Equalization of miles
5. Work distribution
6. Appropriate accommodation
7. Bulletining
8. Seniority arrangements
9. Learning the road
10. Use of attrition

(c) The negotiations referred to in Clause 1 (a) shall commence within 20 days of the date of the notice specified in Clause 1 (b). If the negotiations do not result in mutual agreement within 60 calendar days of their commencement, the issue or issues remaining in dispute shall, within 20 days of the cessation of negotiations, be referred for mediation to Board of Review composed of two senior officers from each party.

(d) The Board of review shall, within 30 days, make its findings and recommendations. If the Board is unable to arrive at a decision or if its recommendations are not agreeable to either party, the issue or issues remaining in dispute may be referred by either party to a single arbitrator whose decision shall be final and binding upon both parties.

The request for arbitration shall be made in writing by either party to the other within seven days following the Board's findings. If the parties cannot agree on the selection of an arbitrator within seven days of the request for arbitration, the Minister of Labour shall be requested by the parties or either of them to appoint an arbitrator.

The parties will prepare a joint statement of the issue or issues remaining in dispute to be submitted to the arbitrator. The arbitrator shall hear the dispute within 30 days from date of appointment and shall render his/her decision together with reasons therefore in writing within 30 days of the completion of the hearing. In the event that the parties cannot agree upon a joint statement of the issue or issues remaining in dispute either desiring arbitration may submit a separate statement and proceed to a hearing and the other party will be so informed.

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

(e) The limits specified in Clauses (c) and (d) above may be extended by mutual agreement.

(f) The decision of the Arbitrator shall be confined to the issue or issues placed before him and shall also be limited to measures for minimizing the significantly adverse effects of the proposed change upon employees who are affected thereby.

(g) The Railway and the Brotherhood shall respectively bear any expenses each has incurred in the presentation of the case to the arbitrator but any general or common expenses including the remuneration of the arbitrator, shall be divided equally.

(h) The changes referred to in Article 53.1 may not be made until the procedures for negotiation, and arbitration if necessary, have been completed.

Article 63

Printing of Collective Agreements

63.1 The Company undertakes the responsibility for the printing of this Collective Agreement as may be required from time to time and will absorb the cost of printing as well as the cost of delivery of sufficient copies to the Local Chairman. This will include such costs incurred in the printing and delivery of updated pages.

Article 64

Hostlers' Agreement

64.1 Rates of pay for Hostlers shall be as shown in Article 99.9.

64.2 Definition of Hostlers

(a) "Outside Hostlers" are men employed in handling engines between passenger stations and roundhouses; yards and roundhouses; or handling engines on main track; or yard; and vice versa in all cases mentioned in this Article.

(b) "Inside Hostlers" are men employed in handling engines in and around roundhouses, ash pits, storage or shop tracks and they will do roundhouse or small shop switching, provided they are not required to go out beyond shop track switch. When required to handle engines beyond shop track switch, they will be classed as Outside Hostlers that day and paid accordingly.

(c) "Outside Hostlers Helpers" are men employed to assist Outside Hostlers.

(d) Hostlers will not be required to do any switching in yards.

64.3 Seniority in point of service on the Railway will govern in regard to hostlers the same as for other service.

64.4 Basic Day - (Effective April 1/86)

(a) Eight hours' or less shall constitute a day's work.

62.2 To avoid such disruptions the local supervisory officer of the Company and the Local Chairman of the Brotherhood will, as soon as possible, enter into such local arrangements in writing as may be required.

62.3 If no local arrangements are entered into pursuant to Article 62.2 hereof the following conditions will apply:

(a) If an assignment is cancelled the incumbent will stay on such assignment. If the assignment is covered by a guarantee under the provisions of this Agreement such guarantee provisions will apply. If the assignment is not covered by a guarantee under the provisions of this agreement the period of cancellation will not exceed two consecutive calendar days.

(b) An assignment which is abolished will not be re-established until operations return to normal. In the interval, work which would have been performed by the abolished assignment will be absorbed into pool service or spareboard and worked first-in, first-out.

(c) When normal operations are resumed, an employee will return to the assignment, including temporary vacancy, which he/she held at the time of abolishment.

(d) In the application of this Article the Company will arrange to return to their home terminal, employees tied up enroute or at an away-from home terminal because of a work stoppage by employees in the Railway industry. In such case the deadhead provisions of this Agreement will apply.

62.4 The provisions of this Article shall prevail notwithstanding provisions in this Agreement which may be in conflict with, or restrict the full application of this Article.

(i) The changes proposed by the Railway which can be subject to negotiation and arbitration under this Article do not include changes brought about by the normal application of the collective agreement, changes resulting from a decline in business activity, fluctuations in traffic, reassignment of work at home stations or other normal changes inherent in the nature of the work in which engineers are engaged.

(j) The applicability of this Article to run-throughs and changes in home stations is acknowledged. A grievance concerning the applicability of this Article to other material changes in working conditions may be processed immediately to Step 2 of the grievance procedure as indicated in Article 57, but shall be presented to the General Manager within 60 days from the date of the cause of the grievance.

53.2 Relocation Expenses

The benefits set forth in this Article 53.2 shall be allowed, where applicable, to an eligible employee. They shall apply to an eligible employee only once for each change.

(a) Eligibility

The eligibility of specific employees for relocation benefits specified below will be negotiated provided that in each case the following basic qualifications are fulfilled.

(b) An employee:

(i) must have 24 months cumulative compensated service (to establish one month of cumulative compensated service, an employee must, for the purpose of this Article, in that month have worked and/or been available for service on:

30 days if in road service; 21 days if in yard service; and 25 days if in both road and yard service or major portion thereof);

(ii) must occupy unfurnished living accommodation to be eligible for benefits under Clauses (d), (h), (i) and (j) of this Article 53.2;

(iii) must establish that it is impractical for him to commute daily to new location.

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

(d) An allowance of up to \$825. for incidental expenses actually incurred as a result of relocation.

(e) Reasonable transportation expenses from his/her former location to his/her new location, by rail or, if authorized, by bus or employee-owned automobile, and up to \$210. for an employee without dependents and an additional amount of \$65. will be paid for each dependent, for meals and temporary living accommodation. Receipts will be required for rail or bus transportation. In the application of this Clause (e) a spouse will be considered as a dependent.

(f) an employee may drive his/her automobile to his/her new location and be reimbursed therefore at the rates shown in Article 12.1 (d).

(g) In order to seek accommodation in his/her new location, an employee will be allowed a continuous period of leave up to one week (seven consecutive calendar days). Payment for such leave will be a basic day's pay for each such day, up to a maximum of 5 days, at the rate applicable to the service last performed.

(h) Reimbursement for loss sustained on the sale of a relocating employee's private home which he/she occupied as a year-round residence, provided that the Company is given the right in priority to everyone else to purchase the home. Loss sustained is determined as the difference between the value determined in accordance with Appendix "A" of this Article.

An eligible employee who desires to sell his/her house and receive any benefit to which he/she may be entitled under this Clause (h) must advise the Company's officer concerned accordingly within 12 months of the date the initial change takes place. No employee shall be entitled to any claim under this

Article 61

Bereavement Leave

61.1 An employee who has not less than 3 months of cumulative compensated service shall, upon the death of the employee's parent, spouse and children, be entitled to five consecutive days bereavement leave.

Upon the death of step-parent, step-brother, step-sister, grandparent grandchild, mother-in-law, father-in-law, brother or sister, brother-in-law, sister-in-law, be entitled to three consecutive days bereavement leave. An employee will be compensated for actual time lost, exclusive of overtime, within such three or four calendar days.

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 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.

61.2 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."

Article 62

Manning of Assignments in Road and Yard Service In Case of Work Stoppage

62.1 The parties to this Agreement agree that in the case of a work stoppage by employees in the railway industry which would cause a major disruption in road or yard service assignments, every effort should be made to avoid such disruptions.

Article 60

Disciplinary or Physical Demotion

60.1 (a) When an engineer is restricted the Railway will specify the class of service and the number of miles or the length of time he/she will be so restricted.

(b) When a locomotive engineer with seniority in another group is demoted to a position other than as locomotive engineer on account of discipline, the Company will specify the type of service and the length of time he/she will be demoted.

(c) In the application of this Article 60.1, the General Chairman will cooperate in placing the employee in a suitable assignment in accordance with the restrictions imposed.

60.2 (a) When it becomes necessary to restrict an engineer on account of a physical disability, the General Chairman will cooperate with all concerned in an endeavour to place the employee so restricted on a suitable assignment.

(b) When it becomes necessary to restrict an engineer with seniority in another group to a position other than as locomotive engineer on account of a physical disability, the General Chairman will cooperate with all concerned in an endeavour to place the employee so restricted in suitable employment.

60.3 A locomotive engineer taken out of service on account of imperfection of sight or hearing will have an opportunity for re-examination in the presence of representatives of the Company and of the organization, before an ear or eye specialist finds his/her sight or hearing to be within the requirements of the Canadian Transport Commission he/she will be reinstated and paid a minimum day's pay at the minimum rate of the service last performed for each working day lost.

Clause (h) if the house is not listed for sale within 60 days of the date of the final determination of value and thereafter the house continues to be listed for sale. Any claim for reimbursement under this clause (h) must be made within 12 months of the final determination of value.

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

(j) If an employee who is eligible for moving expenses does not wish to move his/her household to his/her new location, he/she may opt for a monthly allowance of \$215. which will be payable, so long as he/she remains at his/her new location, for a maximum of 12 months from date of transfer to his/her new location. An employee claiming under this clause (j) may elect within such 12-month period to move his/her household effects, in which case the amount paid out under this clause shall not be deducted from the relocation expenses allowable.

(k) Alternatively to Clause (h) of this Article 53.2, the cost of terminating an unexpired lease and legal cost connected therewith up to a value of three months' rent, where the relocating employee was renting a dwelling which he/she occupied as a year round residence, except that where such lease was entered into following the notice of the change without prior approval of the Company no benefit will be provided. Such prior approval will not be unreasonably withheld. Should the law require payment of more than three months' rent in order to terminate a lease, such additional amount will be paid providing the employee first secures the Company's approval to pay in excess of three months' rent.

53.3 Early Retirement Allowance

An employee whose position is abolished by a change made under the provisions of Article 53.1 or who is displaced by a senior employee, such displacement being brought about directly by and at the time or implementation of such change will, if he/she is eligible to receive an early retirement pension with an actuarial cutback, be entitled to receive:

(a) An allowance of \$60. per month commencing in the month immediately following the last month in which the employee received wages and continuing each month until the date at which he/she would have been eligible for the pension without a cutback. The maximum period for which the employee will be eligible for the allowance is 5 years;

Or

(b) a lump sum payment calculated as follows:

Lump sum equivalent of the total value of monthly allowances he/she could have received

Age	<u>Retirement under this provision</u>
55	75% up to 60 months entitlement
56	80% up to 48 months entitlement
57	85% up to 36 months entitlement
58	90% up to 24 months entitlement
59	95% up to 12 months entitlement

An employee who elects benefits under this Article 53.3 will not be entitled to any other benefits provided elsewhere in this Article.

The early retirement allowance will cease upon the death of the employee.

53.4 Other Assistance Programs

The benefits granted under this Article shall be reduced in whole or in part in each case by any amount to which an employee is entitled from any other assistance program established for similar purposes.

53.5 Canada Labour Code

Provisions are intended to assist employees affected by any technological change to adjust to the effects of the technological change, and Sections 150, 152 and 153, Part V of the Canada Labour Code do not apply.

in the defense of such action. Each party shall bear its own cost of such action. Each party shall bear its own cost of such defense except that, if at the request of the Brotherhood, counsel fees are incurred these shall be borne by the Brotherhood. Save as aforesaid the Brotherhood shall indemnify and save harmless the Railway from any losses, damages, costs, liability or expenses suffered or sustained by the Railway as a result of any such deduction or deductions from payrolls.

Article 59

Payment for Examinations

59.1 Periodic Medical Examinations

An employee required to take a periodic medical examination, colour vision, or hearing test during his/her off-duty hours shall be allowed payment of 3 hours pay at the basic rate applicable to the class of service last performed.

A locomotive engineer who is required to lose a tour or tours of duty when required to travel, for purposes of his/her periodic medical on proper authority, between his/her home terminal and place where medical is to be conducted, will be paid a basic day at the straight time rate applicable to the class of service last performed for each tour of duty lost, provided he/she did not forego an opportunity to attend such medical locally.

59.2 Periodic Rules Examinations

An employee required to take a periodic examination in the Uniform Code of Operating Rules during his/her off-duty hours shall be allowed payment on the following basis:

(a) An employee required to take a periodic "A" rules examination shall be allowed 8 hours' pay at the basic rate applicable to the service last performed.

(b) Payment will not be made to an employee directed to take a rules examination as a disciplinary measure, nor will an employee be paid for taking a rules examination which he/she fails to pass to the satisfaction of the Rule Examiner.

carry forward and deduct from any subsequent wages the dues not deducted in an earlier month.

58.7 Employees filling positions coming within the scope of more than one wage agreement in the pay period in which the deduction is made shall have dues deducted for 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.

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

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

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

58.11 The question of what, if any, compensation shall be paid the Railway by the Brotherhood in recognition of services performed under this agreement shall be left in abeyance subject to reconsideration at the request of either party on 15 days notice in writing.

58.12 In the event of any action at law against the parties hereto or any of them resulting from any deduction or deductions from payrolls made or to be made by the Railway pursuant to Article 58.1 of this agreement, both parties shall cooperate fully

The provisions of this Article are intended as well, to minimize the impact of termination of employment on the employees represented herein and Sections 60.11 and 60.15 of Part III of the Canada Labour Code do not apply.

Appendix "A"

Appraisal Procedure

When an affected employee desires to sell his/her home under the provisions of Clause (h) of Article 53.2, the following procedure will apply:

(a) In advising the Company officer concerned of his/her desire to sell his/her house, the employee shall include pertinent particulars as outlined in sample form attached, including his/her opinion as to the fair market value of his/her house.

(b) This fair market price of the house shall be the price determined as of the date sufficiently prior to the date of the change in order that the fair value will be unaffected thereby.

(c) Within 15 calendar days from date of receipt of employee's advice of his/her desire to make a claim, the Company officer shall advise the employee concerned whether the suggested fair market value is satisfactory and, if so, such price shall be the fair market value as contemplated by Clause (h) of Article 53.2.

(d) If, however, the officer concerned is not satisfied that the price requested by the employee is the fair market value, than an effort shall be made to resolve the matter through joint conference of the officer and employee concerned and the appropriate union representative if so desired by the employee; such joint conference to be held within 7 days from date of advice to employee concerned as referred to in Clause (c) of this Appendix "A".

(e) If such joint conference does not resolve the matter within 5 days from the date of the final joint conference arrangements shall be made for an impartial appraisal to be undertaken as soon as possible by an independent real estate appraiser. The

fair market price established by such appraiser shall become the fair market value for the purpose of Article 53 and such price shall be binding on both parties.

(f) The employee and Company officer concerned shall endeavour to mutually agree upon the independent appraiser referred to in Clause (e). If they are unable to agree, then the Minister of Labour shall be requested to appoint such an independent appraiser.

(g) The residence shall not have been listed for sale with any appraiser appointed pursuant to the provisions of this Appendix "A", nor with such appraiser's employee, fellow employee or partner.

(h) The fees and expenses of any appraiser appointed in accordance with Clause (e) or (f) shall be paid by the Company.

Article 58

Deduction of Union Dues

58.1 The Railway shall deduct on the payroll for the pay period which contains the 24th day of the month from the wages due and payable to each employee coming within the scope of this collective agreement an amount equivalent to the uniform monthly union dues of the Brotherhood of Locomotive Engineers subject to the conditions and exceptions set forth hereunder.

58.2 The amount to be deducted shall be equivalent to the uniform regular dues payment of the Brotherhood and shall not include initiation fees or special assessments. The amount to be deducted shall not be changed during the term of this agreement except to conform with a change in the amount of the regular dues of the Brotherhood in accordance with its constitutional provisions. The provisions of this Article shall be applicable on receipt by the Railway of notice in writing from the Brotherhood of the amount of regular monthly dues.

58.3 Employees filling positions of a supervisory or confidential nature not subject to all the rules of this agreement as agreed between the appropriate officers of the Railway and of the Brotherhood shall be excepted from dues deductions.

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

58.5 Union dues deductions for new employees shall commence on the first pay period which contains the 24th day of the month.

58.6 If the wages of an employee on any payroll which contains the 24th day of the month are insufficient to permit the deduction of the full amount of dues no such deduction shall be made from the wages of such employee by the Railway in such month. The Railway shall not, because the employee did not have sufficient wages payable to him on the designated payroll,

Particulars Of House To Be Sold

Name of Owner_____

Address_____

Type of house, i.e.Cottage Bungalow, Split Level_____

Year Built_____

No. of Rooms_____ Bathrooms_____

Type of Construction (i.e. brick, veneer stucco, clapboard)

Finished Basement: Yes_____ No_____

Type of Heating (i.e. oil, coal, Gas, Electric)

Garage: Yes_____ No_____

Size of Lot_____

Fair Market Value \$_____

Other
Comments_____

Date_____

Signature_____

Step 2 - Appeal to President

Within 28 calendar days of receiving the decision under Step 1, the General Chairman may appeal the decision in writing to the President, whose decision will be rendered in writing within 60 calendar days of receiving the appeal.

57.2 All differences between the parties to this agreement concerning its meaning or violation which cannot be mutually adjusted shall be submitted to the Canadian Railway Office of Arbitration for final settlement without stoppage of work.

Appeal to Arbitration

A grievance concerning the interpretation or alleged violation of this agreement, or an appeal against discipline imposed, which is not settled under Article 57.1, may be referred by any of the signatories to this agreement to the Canadian Railway Office of Arbitration for final and binding settlement without stoppage of work.

A request for arbitration shall be made in writing by either party to the other within 28 calendar days following the date decision is rendered under Article 57.1 of the grievance procedure, by filing written notice thereof with the Canadian Railway Office of Arbitration and on the same date by service thereof on the other party.

The time limits specified in Article 57.1 and 57.2 may be extended by mutual agreement.

57.3 When a recorded conversation may be relevant to the disposition of a grievance, the Local or General Chairman may make a request to hear a specific recorded conversation. Such requests must be made within 60 days from the date of the conversation. Arrangements will then be made to permit the Local or General Chairman to listen to the recorded conversation.

(b) An appeal against discipline imposed shall be processed in the following manner:

Step 1 - Appeal to Superintendent of Train Operations

Within 28 calendar days from the date the employee is notified of the discipline assessed the Local Chairman and/or the General Chairman may appeal the discipline in writing to the Superintendent of Train Operations.

The appeal shall include a written statement outlining the Brotherhood's contention why the discipline should be reduced or removed. A decision will be rendered in writing within 28 calendar days of receiving the appeal.

Article 53A

Preferred Job Security

53A.1 An employee who was in service on July 29, 1994 and who has or subsequently attains 7 years' service shall be defined as having "Preferred Employment Security".

53A.2 Such employee, who is displaced or has his/her job abolished, shall exercise his/her seniority as presently provided in his/her collective agreement, up to and including his/her basic seniority territory if necessary, in order to retain his/her Employment Security.

53A.3 If still unable to hold a position, then in order to retain Employment Security he/she shall (subject to qualifications);

- (i) fill an unfilled permanent vacancy within the jurisdiction of another seniority group of the same union covered by the same collective agreement.
- (ii) there being none, fill an unfilled permanent vacancy within the jurisdiction of another seniority group and another signatory union.
- (iii) there being none, fill an unfilled permanent vacancy within the jurisdiction of another seniority group and a non-signatory union or in a position which is not covered by a collective agreement.

Note: In the application of above Clauses (i), (ii) and (iii) maintenance of basic wage rates shall apply.

- (iv) There being none, be placed in a "waiting" status until such time as a vacancy occurs within his/her classification on the seniority territory, or as per Clauses (i), (ii) and (iii) above. During this period the employee's E.I. benefits (subject to U.I. approval), and/or outside earnings, will be supplemented to a level equal to 80 percent of his/her weekly base pay continuing until such time as a position is found, or up to fourteen (14) years, or the normal retirement date under the ONTC Contributory Pension Plan, whichever comes first. The employees have no

vested right to payments under the plan except to payments during a period of unemployment specified in the plan. Payments in respect of guaranteed annual remuneration or in respect of deferred remuneration or severance pay benefits are not reduced or increased by payments received under the plan.

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

53A.4 In each of the above cases, before proceeding to the next option, the employee shall be required to fill such unfilled vacancy as far as the basic seniority territory if necessary.

53A.5 Such employee shall retain and continue to accumulate seniority on his/her original list and be subject to recall. There will be no transfer of seniority rights on moves except as may be already provided by the current rules.

53A.6 Training shall be provided if necessary to achieve qualifications, with maintenance of earnings as described above to prevail throughout the training period.

53A.7 An employee who declines to exercise any of the options detailed in Article 53A.3 hereof, or who while on "waiting" status refuses recall to any permanent vacancy or temporary work as therein described, or refuses recall to a permanent position on his/her original basic seniority territory, shall forfeit his/her employment security. Such employee will, however, be entitled to such other benefits under The Plan for which he/she is eligible.

53A.8 This Article 53A does not apply to reductions in forces made necessary by strikes or lockouts in the Railway Industry.

Article 57

Grievance Procedure And Final Settlement of Disputes

57.1 Grievance Procedure

(a) A grievance concerning the interpretation, or alleged violation of this agreement shall be processed in the following manner:

Step 1 - Presentation of Grievance to Immediate Supervisor

Within 28 calendar days from the date of cause of grievance the employee and/or the Local Chairman may present the grievance orally or in writing to the immediate supervisor, who will give a decision as soon as possible but in any case within 28 calendar days of receipt of grievance.

Step 2 - Appeal to Superintendent of Train Operations

Within 28 calendar days of receiving the decision under Step 1, the Local Chairman and/or the General Chairman may appeal the decision in writing to the Superintendent of Train Operations.

The appeal shall include a written statement of grievance as it concerns the interpretation or alleged violation of the collective agreement. The statement shall identify the Article and paragraph(s) of the Article involved. A decision will be rendered in writing within 28 calendar days of receiving the appeal.

Step 3 - Appeals to President

Within 28 calendar days of receiving the decision under Step 2, the General Chairman may appeal the decision in writing to the President, whose decision will be rendered in writing within 60 calendar days of receiving the appeal.

When a decision is not rendered by an officer of the Company within the time limits specified on a grievance based only on the time claim, 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.

his/her normal basic rate of pay/guarantee or the rate of the temporary assignment, whichever is greater.

56.5 Workers Compensation /Weekly Indemnity

In the Event that an employee's claim for worker's compensation benefits is challenged either by the company or the Worker's Compensation Board, or if such claim is delayed for more than two weeks, from the time reported, than the employee may apply for Weekly Indemnity benefits. Applications for Weekly Indemnity benefits under this provision, will be processed in the normal manner as regular weekly indemnity claims and will be adjudicated in accordance with our weekly indemnity provisions excluding the requirement that the injury/illness cannot be work related. In making application for weekly indemnity benefits under this provision the employee will be required to complete a waiver directing that should the WCB claim be approved, WCB 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 54

Annual Vacation with Pay

54.1 (a) An employee who at the beginning of the calendar year is not qualified for vacation under Clause (b) hereof will be allowed one calendar day's vacation for each twenty-six days worked and/or available for service, or major portion of such days during the preceding calendar year with a maximum of two weeks. Compensation for such vacation will be 4% of the gross wages of the employee during the preceding calendar year. This basis applies during subsequent years until qualifying for further vacation under Clause (b) of this Article 54.1.

(b) Subject to the provisions of clause (c) hereof, an employee who at the beginning of the calendar year, has maintained a continuous employment relationship for at least 3 years and who has rendered compensated service in 30 calendar months calculated from the date of entering service, shall have his/her vacation scheduled on the basis of one calendar day's vacation for each 17 days worked and/or available for service, or major portion of such days, during the preceding calendar year, with a maximum of three weeks. Compensation for such vacation will be 6% of the gross wage of the employee during the preceding calendar year. This basis applies during subsequent years until qualifying for further vacation under Clause (d) of this Article 54.1

(c) An employee covered by Clause (b) hereof, will be entitled to vacation on the basis outlined therein if on his/her fourth or subsequent service anniversary date he/she has rendered compensated service in 40 calendar months; otherwise his/her vacation entitlement will be calculated as set out in Clause (a) hereof. Any vacation granted for which the employee does not subsequently qualify will be deducted from the employee's vacation entitlement in the next calendar year. If such employee's employment relationship with the Company is terminated for any reason prior to his/her next vacation, the adjustment will be made at time of leaving.

(d) Subject to the provisions of Clause (e) hereof, an employee who, at the beginning of the calendar year, has maintained a continuous employment relationship for at least 7 years and who has rendered compensated service in 70

calendar months calculated from the date of entering service, shall have his/her vacation scheduled on the basis of one calendar day's vacation for each 13 days worked and/or available for service, or major portion of such days, during the preceding calendar year, with a maximum of four weeks. Compensation for such vacation will be 8% of the gross wages of the employee during the preceding calendar year. This basis applies during subsequent years until qualifying for further vacation under Clause (f) of this Article 54.1

(e) An employee covered by Clause (d) hereof, will be entitled to vacation on the basis outlined therein if on his/her 8th or subsequent service anniversary date he/she has rendered compensated service in 80 calendar months; otherwise his/her vacation entitlement will be calculated as set out in Clause (b) hereof. Any vacation granted for which the employee does not subsequently qualify will be deducted from the employee's vacation entitlement in the next calendar year. If such employee's employment relationship with the Company is terminated for any reason prior to his/her next vacation, the adjustment will be made at time of leaving.

(f) Subject to the provisions of Clause (g) hereof, an employee who, at the beginning of the calendar year, has maintained a continuous employment relationship for at least 15 years and who has rendered compensated service in 150 calendar months, calculated from date of entering service, shall have his/her vacation scheduled on the basis of one calendar day's vacation for each 10 days worked and/or available for service, or major portion of such days during the preceding calendar year, with a maximum of five weeks. Compensation for such vacation will be 10% of the gross wages of the employee during the preceding calendar year. This basis applies during subsequent years until qualifying for further vacation under Clause (h) of this Article 54.1.

(g) An employee covered by Clause (f) hereof, will be entitled to vacation on the basis outlined therein if on his/her 16th or subsequent service anniversary date he/she has rendered compensated service in 160 calendar months; otherwise his/her vacation entitlement will be calculated as set out in Clause (d) hereof. Any vacation granted for which the employee does not subsequently qualify will be deducted from the employee's vacation entitlement in the next calendar year. If such

Article 56

Health and Welfare

56.1 Weekly Indemnity and Life Insurance

The Railway shall provide an employee benefit plan which shall be in accordance with the provisions of the governing Supplemental Agreement.

56.2 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. death benefit. If retirement or pension is earlier than age 65 and an employee's term life insurance is extended to age 65, the death benefit will be provided at age 65.

56.3 Continuation of Benefits

Employees retiring from the service prior to age 65 either:

(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. Will have their Life Insurance, Dental Plan and Extended Health Care Plan continued until they attain the age of 65.

56.4 Worker Compensation/Weekly Indemnity

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

holiday provision in any other collective agreement.
Interpretation of Article 55 for engineers:

1. The time ordered for will govern for qualification purposed under Article 55.2(a). In other words an engineer ordered for 0005 on the holiday and reporting at 2355 the day before the holiday would qualify under Article 55.2(a). On the other hand an engineer ordered for 0005 the day after the holiday and reporting at 2355 on the holiday would not qualify.

2. If an engineer works each day of the month and does not have a day on which he/she does not receive wages, he/she can claim the general holiday pay at the end of the month.

3. Under Article 99.8(a) the holiday pay will be a duplicate of the first service performed by him on the holiday. In other words an engineer who qualifies for general holiday pay under Article 55.2(a), will claim not the last service performed by him prior to the holiday, but rather a duplicate of the service performed on the holiday exclusive of overtime (i.e., in effect double time on the holiday). All other qualifying, will claim pay under Article 99.8 (b), the equivalent of the last service prior to the holiday.

4. A qualified engineer whose vacation period coincides with a general holiday will not be required to add an extra day to his/her holidays but may claim the general holiday pay in addition to his/her Schedule Vacation pay allotment.

55.9 A qualified employee who transfers from one province to another will be entitled to no more/no less than the total number of General Holidays applicable to any one province in any calendar year.

employee's employment relationship with the Company is terminated for any reason prior to his/her next vacation, the adjustment will be made at time of leaving.

(h) Subject to the provisions of Clauses (i) and (j) hereof, an employee who, at the beginning of the calendar year, has maintained a continuous employment relationship for at least 25 years and who has rendered compensated service in 250 calendar months, calculated from date of entering service, shall have his/her vacation scheduled on the basis of one calendar day's vacation for each 8 2/3 days worked and/or available for service, or major portion of such days, during the preceding calendar year, with maximum of six weeks. Compensation for such vacation will be 12% of the gross wages of the employee during the preceding calendar year.

(i) An employee covered by Clause (h) hereof will be entitled to vacation on the basis outlined therein if on his/her 26th or subsequent service anniversary date he/she has rendered compensated service in 260 calendar months; otherwise his/her vacation entitlement will be calculated as set out in Clause (f) hereof. Any vacation granted for which the employee does not subsequently qualify will be deducted from the employee's vacation entitlement in the next calendar year. If such employee's employment relationship with the Company is terminated for any reason prior to his/her next vacation, the adjustment will be made at time of leaving.

(j) In the application of Clause (h), the Company will have the option of:

1. Scheduling an employee for five weeks' vacation with the employee being paid for the sixth week at prorata rates; or
2. Splitting the vacation on the basis of five weeks and one week.

(k) In computing service under Clauses (a) to (j) inclusive of this Article 54.1, days worked in any position covered by similar vacation rules will be accumulated for the purpose of qualifying for vacation with pay.

54.2 (a) Subject to the provisions of Clauses (c), (e), (g) and (i) of Article 54.1, an employee who is retired, leaves the service of his/her own accord, is dismissed for cause, or whose services are dispensed with, shall be paid an amount appropriate to his/her service entitlement calculated as provided in Article 54.1, for any vacation due him up to the time of termination of his/her service.

(b) An employee who at the time of termination of his/her service has not qualified for vacation as provided for in Clause (a) of Article 54.1 shall be paid 4% of his/her gross earnings for the calendar year in which his/her service is terminated.

(c) An employee who leaves the service of his/her own accord, or is dismissed for cause and not reinstated in the service 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 per Article 54.1.

(d) In the event of death of an employee, vacation pay to which he/she is entitled up to the time of his/her death will be paid to the estate of the deceased.

(e) An employee who is laid off during the year and who has not been recalled at the beginning of the ensuing calendar year will have the right to request on two weeks' notice vacation pay due at any time during the ensuing calendar year prior to being recalled to service.

(f) Time off duty because of lay-off, bona fide illness, injury or attendance to organization business (except on full-time basis), shall be included for qualification purposes in Article 54.1.

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

(b) In so far as practicable, preference shall be given in order of seniority of the applicants where applications for vacation have been filed on or before February 15th. Employees must take their vacation at the time allotted and those who do not

An assigned employee who is required to hold himself available for service other than that of his/her assignment will also be governed by the requirements for unassigned service.

(b) Unassigned Service: An unassigned employee shall hold himself available for duty throughout a general holiday. Where an employee elects to utilize Article 55.3 (a) (ii) to qualify for holiday pay he/she shall also hold himself available throughout the day before and the day after the general holiday.

(c) In the application of Article 55.4 (a) and (b) an employee who is otherwise qualified for general holiday pay and who is under rest for any portion of a qualifying day, where the rest booked does not exceed twelve (12) hours consecutive with a shift or tour of duty, shall not lose his/her entitlement to general holiday pay.

(d) An employee, except if on the spareboard, who makes himself unavailable when called or books off for his/her job which commences on the day before a general holiday and thereby makes himself unavailable for a return movement on the general holiday will not be considered as available for duty on the holiday as required by Article 55.3. This Clause (d) shall not apply to an employee who books not more than 12 hours' rest consecutive with his/her last tour of duty prior to the general holiday or to an employee suffering from a bona fide injury or hospitalized on the holiday, or who is in receipt of or who subsequently qualifies for weekly indemnity benefits because of illness on such holiday.

55.5 A qualified employee whose vacation period coincides with any of the general holidays specified in Article 55.1, shall be paid the amount specified in Article 99.8 (b).

55.6 An employee who does not qualify for general holiday pay and who is required by the Railway to work on general holiday shall be paid in accordance with the provisions of the collective agreement.

55.7 For the purpose of this Article "deadheading" for which compensation is paid shall be deemed to be a tour of duty.

55.8 The application of this Article shall not result in a duplicate payment consequent upon the inclusion of a general

(i) he/she is available for duty on the holiday, unless suffering from a bona fide injury or hospitalized on the holiday, or who is in receipt of or who subsequently qualifies for weekly indemnity benefits because of illness on such holiday, and is entitled to wages for at least 10 shifts or tour of duty during the thirty calendar days immediately preceding the general holiday, or

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

- (ii) He is available for duty on the general holiday and he/she is available for duty or commences a shift or tour of duty on the day before and the day after the general holiday.
- (iii) A vacation day on pay shall be considered as a qualifying day under Article 55.3 (a) (i) and (ii).
- (iv) In the application of Clause (i) above a regular assigned employee who has been cancelled on an assigned working day will count such day as a qualifying day in the calculation of the required number of shifts or tours of duty during the 30 calendar days immediately preceding the general holiday.

(b) An employee who is qualified under Article 55.3 shall be paid the amount provided in Article 99.8.

55.4 Availability for duty as required by Article 55.3 is defined as follows:

(a) Assigned Service: An assigned employee shall be available for his/her assignment if one of his/her work days coincides with a general holiday and he/she has not been notified that the assignment is cancelled.

apply for it prior to February 15th shall be required to take their vacation at a time prescribed by the Company.

Employees will apply for their vacations at the location which is the employee's permanent home terminal. An employee who has been awarded vacation on the basis of this paragraph and subsequently moves permanently to a new home terminal will be permitted to retain his/her vacation dates awarded for that year.

(c) 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 employee's scheduled dates, such vacation will be rescheduled as may be mutually agreed between the proper officer of the Company and the local chairman of the Brotherhood.

(d) An employee who, due to sickness or injury, is unable to take or complete his/her annual vacation in that year shall, at the option of that employee, have the right to have such vacation carried to the following year.

(e) An employee who is entitled to vacation shall take same at the time scheduled. However, if the Company reschedules an employee's scheduled vacation dates other than on request of the employee; by mutual agreement with the employee; or where the vacation is rescheduled under Clauses (c) and (d) of this Article, he/she shall be given at least 3 weeks' advance notice of such rescheduling and will be entitled to the following penalty payment:

For each calendar day during his/her originally scheduled vacation period on which he/she performs service or is available for service, one-seventh of one percent of the employee's gross wages during the preceding calendar year; payable during the period of his/her rescheduled vacation dates.

The rescheduled vacation with pay to which he/she is entitled will be granted at a mutually agreed upon later date. This Clause (e) does not apply where rescheduling is a result of an employee

exercising his/her seniority to a position covered by another vacation schedule.

Note: Article 54.3 (e) above is hereby suspended and will not become effective until the first day of January in the year to be specified by the Brotherhood. The Brotherhood will notify the Company not later than December 15, of the year preceding the year in which the Article is to become effective.

(f) 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 (approximately 30%) to cover standard deductions.

54.4 Employees returning from vacation will be placed on the board at 2200 hours on the last day of their vacation period.

Note 1: Provided that at least one period of split vacation is taken in the months of January to May inclusive or September to December inclusive employees entitled to vacation of two weeks or more may, provided proper application is made prior to February 15th, and there is no additional expense to the Railway, take his/her vacation in up to four portions, none of which will be less than 5 days. Only one portion of split vacation will be allotted during July or August. This will not be interpreted to prevent an employee from taking all of his/her vacation at one time.

Locomotive Engineers will be permitted one additional split at any time after the holiday list has been posted, provided sufficient men are available.

Note 2: Seven calendar days to be considered one week.

Note 3: Employees will have the option of using ten (10) personal leave days which will be deducted from the employees annual vacation. Employees using personal leave days under this provision must make request to the proper officer at least twenty-four (24) hours in advance and such leave will be granted

provided there is no increased cost to the company. Personal leave days will not be granted between December 1 and 31 of each year.

Article 55

General Holidays

55.1 An employee who qualifies in accordance with the provisions of Article 55.2 and 55.3 shall be granted a holiday with pay on each of the following general holidays:

- | | |
|--|--------------------|
| - New Year's Day | - Dominion Day |
| - *Day After New Years Day
(Ontario Only) | - **Civic Holiday |
| - Good Friday | - Labour Day |
| - Victoria Day | - Thanksgiving Day |
| - St. Jean Baptiste Day
(Quebec Only) | - Remembrance Day |
| | - Christmas Day |
| | - Boxing Day |

*In the event that a Legislative Legal Body designates Heritage Day or such other day as a General Holiday, the day so designated by the Legislative Legal Body will be substituted for * in Ontario and ** in Quebec.

55.2 (a) An employee who commences a shift or tour of duty between 0001 hours and 2359 hours on a general holiday or works a shift or tour of duty where the preponderance of the shift occurs on the holiday, shall qualify for holiday pay providing he/she has completed thirty (30) days of continuous employee relationship.

(b) An employee qualified under Article 55.2 (a) shall be paid, in addition to the amount provided in Article 99.8, wages for work performed by him at a rate equal to one and one-half times his/her regular rate of pay.

55.3 (a) An employee who does not commence a shift or tour of duty between 0001 and 2359 hours on a general holiday and who has completed thirty (30) days of continuous employee relationship shall qualify for a holiday with pay providing:

**EMPLOYEE BENEFIT PLAN
SUPPLEMENTAL AGREEMENT**

BETWEEN

**ONTARIO NORTHLAND
TRANSPORTATION COMMISSION**

AND

ASSOCIATED RAILWAY UNIONS
(representing the Unions Signatory hereto)

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

1. An eligible employee shall be entitled to:

(a) Life Insurance coverage in the amount of \$43,000. with double indemnity provision for accidental death, details of which are contained in Appendix "A".

(b) Weekly Indemnity Benefits up to 26 weeks from wage loss on account of sickness or non-occupational accident of 70% of base pay up to a maximum of \$560. per week, details of which are contained in Appendix "B".

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

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

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

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

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

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

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

3. An Administrative Committee will be established to act as a Committee of Appeal in cases where an employee may feel that he/she has been unjustly dealt with in respect of weekly indemnity payments. This will not be construed to deny an

employee any rights of appeal which he/she may have under his respective Collective Agreement.

4. (a) The Administrative Committee shall be comprised of three members from the Company and three members to be nominated by the General Chairmen's Association and will hold office until successors are named.
- (b) Should a vacancy, temporary or otherwise, occur on the Committee it shall be filled by a substitute appointed by the appointor of the original member.
- (c) The Committee shall appoint from its own number, two co-chairman, one from the Company and one from the employees.
- (d) Four members of the Committee shall constitute a quorum.
- (e) Each member of the Committee present at a meeting shall have the right to cast one vote. Decisions of the Committee shall be carried by four or more votes and unless otherwise expressly provided, shall be final and binding.
- (f) Normal expenses (including lost wages) incurred by the Employee Members as a result of their attendance at meetings of the Administrative Committee will be reimbursed by the Company.

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

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

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

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

maintained at no cost to the employee for a period of six months from the end of the month in which the disability occurs. If disability continues past this period, employees may maintain coverage for a further six months by submitting the required payment directly to their employer.

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

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

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

Continuation of Health Care and Dental Care Benefits for Incapacitated Children

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

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

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

Continuation of Health Care and Dental Care Benefits After Your Death

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

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

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

8. The provisions of this agreement shall become effective on February 1, 2003.

9. This Supplemental Agreement supersedes the Supplemental Agreement signed at North Bay, Ontario on the 26th day of March, 1992 and will remain in effect until December 31, 2004 and thereafter subject to four months notice by either party of their desire to revise or terminate it, which may be served at any time subsequent to August 31, 2004.

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

For ONTC:

For the Unions:

R. Hains
Executive Vice-President

P.G. Koning
General Chairperson
United Transportation Union

L. Brassard
Local Chairperson United
Transportation Union

D. Selin
Yard Representative
United Transportation Union

R. Leclerc
General Chairperson Brotherhood
of Locomotive Engineers

S. O'Donnell
Local Chairman Brotherhood of
Locomotive Engineers

C. Yantha
Vice Local Chairman
Brotherhood of
Locomotive Engineers

R. Marleau
Chief Steward
United Steelworkers of
America Local 1976

G. Louttit
Local Chairman
International Brotherhood
of Electrical Workers

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

R. Paulin
Local Chairman
Brotherhood of Maintenance of
Way Employees

A. Mitchell
President
CAW Local 103

S. Brown
CAW Local 103

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

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

Direct Payment Provisions, Termination of Insurance and Continuation of Insurance

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

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

- (i) resignation or dismissal, the date on which the employment relationship terminates;
- (ii) retiring and retired employees - The end of the month in which the retired employee reaches age 65 or, in the case of an employee retiring after age 65 pursuant to the pension regulations, the end of the month in which retirement takes place (within 6 months of turning 65).
- (iii) leave of absence, lay-off, (except as provided below), and death, the last day of the month in which such leave of absence, lay-off or death occurs;
- (iv) strike, the last day worked.

(b) (i) In cases of leave of absence for disability (and the employee is in receipt of Weekly Indemnity Benefits, Unemployment Insurance Sickness/Maternity Benefits or Workers' Compensation Benefits), coverage will be

account WSIB disability for a period of absence consistent with the governing Canada Labour Code provisions.

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

Dependent Eligibility

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

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

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

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

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

Child means:

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

Effective Date of Insurance

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

S. Caverly
CAW Local 103

D. Graham
CAW Local 103

T. McBean
CAW Local 103

K. Morgan
CAW Local 103

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

APPENDIX "A"

LIFE INSURANCE BENEFITS

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

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

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

2. Conversion Privilege

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

3. Beneficiary

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

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

APPENDIX "I"

ELIGIBILITY QUALIFICATION AND PAY DIRECT PROVISIONS

LIFE INSURANCE

New Employees:

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

Monthly Qualification for Coverage:

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

Extended Health Care, Dental and Vision Care Plan

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

Waiver of Premium:

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

Exclusions:

LTD benefits will not be payable:

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

Termination:

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

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

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

APPENDIX "H"**VISION CARE BENEFITS**

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

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

4. Disability Benefits

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

5. Assignment

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

6. Termination of Insurance

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

APPENDIX "B"**WEEKLY INDEMNITY BENEFITS**

1. (a) Effective February 1, 2003 for claims which originate on or after that date, an eligible employee will be entitled to weekly indemnity benefits of 70% of his/her weekly base pay to a maximum of \$560. per week.

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

- (b) Weekly Indemnity benefits will commence for eligible employees from the first day in case of accidental injury, from the

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

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

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

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

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

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

of the LTD continued for as long as they qualify for LTD payments.

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

Rehabilitation:

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

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

2) participation in non-remunerative vocational training or work for rehabilitation.

Payment:

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

Expenses:

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

Limitations:

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

- (ii) For each year of cumulative compensated service an employee will be eligible to qualify for one (1) year of LTD coverage.
- (iii) Following ten (10) years of continuous employment relationship, an employee will be eligible for LTD coverage or unless otherwise specified within the LTD Plan.

2. Requirements:

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

Benefit Provision:

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

Benefits will not be payable:

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

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

Explanation of Notes

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

APPENDIX "C"

MEDICARE ALLOWANCES

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

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

Monthly allowances as follows:

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

2. Such allowance will first be used to pay any amount the Company is, or might be in the future, required to pay for such medical-surgical benefits under any medical care program.
3. If no monthly amount is payable or if the monthly amount payable, or to be payable, by an employee, or by an employee and the Company, account medical-surgical benefits is less than the allowance, the difference will be paid by the employee on the payroll and if the monthly amount is greater, the difference will be deducted from the employee's wages.
4. Subject to the provisions of the above sections an employee qualifies for an allowance for any month only if he/she performs

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

APPENDIX "G"

LONG TERM DISABILITY PROTECTION PLAN

1. Employee Eligibility:

- a) Must be a current active employee with permanent status and a minimum of two (2) years of continuous employment relationship.
- b) For employees hired following the ratification of this agreement, the following service requirements shall apply:
 - (i) Must be a current active employee with permanent status and a minimum of two (2) years of continuous employment relationship.

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

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

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

Alternative Services

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

Predetermination of Benefits

If charges for a planned course of treatment by a licensed practitioner would exceed \$300., proposed details and x-rays should be submitted to Maritime Life for approval. Failure to do so may result in payment of a lesser benefit amount because of the difficulty in determining the need for such treatment after it has been provided. Dental x-rays will be promptly returned to the dentist.

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

Limitations

No amount will be paid for charges for:

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

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

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

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

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

Note:

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

APPENDIX "D"

PAID MATERNITY LEAVE PLAN

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

APPENDIX "E"

EXTENDED HEALTH CARE BENEFITS

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

a) **Hospital Benefit**

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

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

Dentures, Crowns and Bridge Work

Charges up to the benefit maximum for:

- provision of crowns, inlays and onlays
- provision of an initial prosthodontic appliance (e.g. fixed bridge restoration, removable partial or complete dentures)
- replacement of an existing prosthodontic appliance if:
 - (a) it is over five years old and cannot be repaired;
 - (b) it is a temporary one installed after the employee first became covered by the plan (in this instance the replacement is considered a permanent one);
 - (c) it is required due to the installation of an initial opposing denture after the date the employee became covered by the plan;
 - (d) it is required as a result of accidental injury after the employee became covered by the plan;
 - (e) the extraction of additional teeth, after coverage has begun, requires a new appliance. If the existing appliance can be made serviceable, only the expense for the portion required to replace the teeth extracted is covered.
- Relines, rebases and repairs to existing dentures
- Procedures involving the use of gold, only if such treatment could not have been carried out with the use of a reasonable substitute consistent with generally accepted dental practice. Where the use of gold is optional, the covered expense will be that of the customary substitute.

Other Dental Practitioners

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

- scaling and cleaning of teeth may be done by a licensed dental hygienist; and

annual benefit of \$1,325. per person. Eligible employees and their dependants will be covered for expenses as follows:

Routine Care

Charges up to the maximum benefit for:

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

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

(b) Drug Benefit

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

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

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

(c) Major Medical Benefit

- The Major Medical Benefit portion of the plan is subject to a deductible of \$25.00 per family, per calendar year.
- This benefit is subject to a lifetime maximum amount of \$43,000. per individual.
- The Major Medical expenses are subject to 80% reimbursement for the following covered expenses:
- Services of a licensed physiotherapist
- Services of a registered nurse
 - charges for home nursing care, by a registered nurse (R.N.) or when unavailable a registered nursing assistant (R.N.A.) who:
 - is not a member of your family; and
 - does not normally live in your home;
 - when ordered by a licensed doctor (M.D.) as medically necessary for a disability that requires the specialized training of an R.N. or R.N.A.

- charges for nursing care in a hospital if such charges are not covered under the insured person's Provincial Health Plan, by a Registered Nurse (R.N.) or when unavailable a Registered Nursing Assistant (R.N.A.) who:
 - is not a member of your family; and
 - does not normally live in your home.

- Diagnostic and x-ray services, blood and blood plasma, oxygen and rental of equipment for its administration
- Purchase of durable medical equipment, crutches, artificial limbs, etc., including elastic support stockings and orthopaedic shoes
- Rental or purchase of a wheelchair, hospital bed or iron lung
- Licensed ambulance, including air ambulance to and from the nearest hospital
- Dental treatment for accidental injury to natural teeth

Expenses Not Covered:

No payment is made for the following expenses:

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

General Exclusions

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

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

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

Co-ordination of Benefits

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

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

APPENDIX "F"

DENTAL CARE BENEFITS

The Dental Care Plan provides for coverage of 100% of the expenses for routine dental care and 50% of expenses for major dental care subject to a calendar year deductible of \$35.00 per person, but not more than \$35.00 per family to a maximum