

**AGREEMENT NO. 1**

**BETWEEN**

**ONTARIO NORTHLAND**

**AND**

**UNIFOR – LOCAL 103**

**Representing**

**OFFICE CLERKS**

**Revised and Reprinted  
Effective January 1, 2014  
Except as otherwise indicated herein**

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## **ARTICLE 1**

### **Definitions**

For the purposes of this Schedule the following definitions will apply:

#### **1.1 Employee:**

Shall be understood to mean any person filling any position incorporated in these Rules and Rates of Pay.

#### **1.2 Clerks:**

Shall be understood to mean employees who regularly devote not less than four hours per day to the writing and calculating incident to keeping records and accounts, writing and transcribing letters, bills, reports, statements and similar work and to the operation of office mechanical equipment and devices in connection with such duties and work.

#### **1.3**

For the carrying out of this Agreement, the Company will deal only with the duly authorized officers of the Union. Grievances or the application or interpretation of the provisions of this Agreement will be initially handled between the Company and Local Committee of its employees as herein provided.

## **ARTICLE 2**

### **Hours of Work and Overtime**

**2.1** Eight consecutive hours, exclusive of meal period, shall constitute a day's work.

**2.2** With the adoption of the shorter work week everything possible will be done to maintain the present output of work in offices where such employees are presently assigned less than eight hours per day. The employees agree to a review of the situation, upon request, at any time during the life of this Agreement at which time assigned hours of work may be discussed.

**2.3** Where service required is intermittent, eight hours actual work within a spread of 12 hours shall constitute a day's work. Employees filling such positions shall be paid overtime for all time actually on duty or held for duty in excess of eight hours from time required to report for duty to the time of release, within 12 consecutive hours and also for all time in excess of 12 consecutive hours computed continuously from the time first required to report until final release. Time shall be counted as continuous service in all cases where the interval of release from duty does not exceed one hour.

**2.4** All work in excess of eight hours in any one day shall be considered as overtime and paid on the actual minute basis at the rate of time and one-half time.

**2.5** Employees notified or called upon to work not continuous with, before or after the regular work period, shall be allowed a minimum of three hours at the rate of time and one-half for three hours' work or less and if held on duty in excess of three hours, time and one-half will be allowed on the minute basis.

**2.6** Employees will not be required to suspend work during regular hours to absorb overtime.

**2.7** Employees will be assigned two consecutive rest days off duty each week with preference given to Saturday and Sunday and then to Sunday and Monday. If required to work on such regularly assigned rest days, they shall be paid at the rate of time and one-half time on the actual minute basis with a minimum of three hours at time and one-half, for which three hours service may be required.

**2.8** The pro rata hourly rate shall be arrived at by dividing the weekly rate by 40.

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

The half time associated to overtime may be banked up to a total of 40 hours per calendar year.

Banked time must be taken in full day increments or the employee must have cleared or be scheduled to clear their hour account by

December 15th. If the account is not cleared then the employee will be paid the balance in cash.

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

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

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

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

## **ARTICLE 3**

### **Seniority**

**3.1** A new employee shall not be regarded as permanently employed until he/she has completed sixty-five (65) working days cumulative service. In the meantime, unless removed for cause which, in the opinion of the Company renders him/her undesirable for its service, the employee shall accumulate seniority from the date he/she entered service and shall be regarded as coming within the terms of this Agreement. When a new employee is hired, the Company will supply the Union with name, employee number, and date of hire of the employee

**3.2** The seniority list will be open for investigation and copies shall be furnished by the Company to the local committee and the Unit Chairperson concerned. The seniority list shall be compiled and posted in January of each year, and shall be open for correction for a period of 60 calendar days after being posted. If exceptions are taken or requests made for corrections, same must be made in writing to the immediate officer in charge, with copy to Union representative and the Unit Chairperson concerned, within the 60-day limit prescribed within this Article. If no exceptions are taken to a seniority list date within the 60-day limit after it is first posted, the date shall be established as correct and not changed thereafter, except by mutual agreement between the Local



Chairperson and the appropriate officer of the Company, or for correction of typographical errors.

**3.3** An employee's seniority shall date from the time entering the service in a position covered by this Agreement.

**3.4** An employee holding seniority under this Agreement and who is presently filling an official or any position with the Railway which is excepted from any provision of this or any other Collective Agreement, will have his/her name continued on the seniority list and will retain seniority rights and continue to accumulate seniority while so employed. The Unit Chairperson shall be advised.

Effective (on the date of signing memorandum of agreement), employees accepting a permanent position not covered by this collective agreement shall have his/her seniority "temporarily suspended" until such time as he/she returns to the bargaining unit. In such event, only the seniority accumulated while in the bargaining unit shall be taken into consideration when exercising seniority as provided in this or any other Rule.

If released from such official or excepted position, the employee must within 30 days after such release, either displace the junior employee in his/her seniority group or exercise seniority to a vacancy or a newly created position; if he/she fails to do so he/she shall forfeit his/her seniority. The Local Chairperson shall be advised.

An employee temporarily promoted to an official or excepted position will, revert to his/her former position held prior to promotion. The appropriate officer of the company shall advise the respective local representative concerned of such promotion, including the expected duration thereof

Employees who are temporarily promoted to an official or excepted position will continue to accumulate seniority for a maximum of six months from the date they are first promoted to any temporary supervisory or excepted position. After six (6) consecutive months of holding a temporary supervisory or excepted position(s), he/she must return to the bargaining unit for a minimum period of six (6) months consecutively, failing which, their seniority will be frozen. They may only benefit from seniority accumulation again if they have returned to the bargaining unit for a minimum of six (6) consecutive months before being promoted

to an official or excepted position again and will accrue seniority for six (6) months while in an excepted position. Employees temporarily holding an official or excepted position for less than six (6) months will not have their seniority affected. An employee temporarily promoted to an official or excepted position will, revert to his/her former position held prior to promotion. The appropriate officer of the Company shall advise the respective local representative concerned of such promotion, including the expected duration thereof.

## **ARTICLE 4**

### **Bulletining and Filling Positions**

**4.1(a)** Promotion shall be based on seniority.

(b) An employee promoted to a position by bulletin will receive a full explanation of the duties of the position and must demonstrate his/her ability to perform the work within a reasonable period of up to 60 calendar days, and may be mutually extended to 90 calendar days, the length of time to be dependent upon the character of the work. Failing to demonstrate his/her ability to do the work within the period allowed, he/she shall be returned to his/her former position without loss of seniority, and the position shall be awarded to the next senior qualified employee who has applied.

**4.2** When vacancies occur or new jobs are created or additional staff is required in any North Bay Office, for an expected period of less than 90 calendar days, such vacancies or new positions may be claimed by the senior qualified employees from the North Bay Offices desiring same; the local committee to be consulted in each case.

Employees assigned to fill positions under this Rule 4.2 shall be considered as temporarily assigned and will remain on the position until such time as the vacancy is no longer needed. On completion of such temporary positions they shall return to their former position. For the purpose of this clause annual vacation relief, leave of absence, sickness, injury, etc. shall be positions coming under the scope of this Rule 4.2.

With the deletion of the Letter of Understanding regarding the Establishment of Unassigned Clerical Workers dated February 22, 2005, it is agreed that unfilled vacancies of any duration shall be filled by the senior laid off clerk.

In filling vacancies of 5 days or less, the senior laid off clerk shall be called without the need of posting a bulletin. The local union representative to be advised.

**4.3** When vacancies occur for which replacements are required, or new jobs are created or additional staff is required in a classification for an expected period of 90 calendar days or more such vacancies or new positions shall be bulletined for a period of not less than three calendar days and shall be awarded to the senior employee from the seniority list, subject to Rule 4.1, the local committee to be consulted.

Successful applicants will be permitted to move within 15 calendar days of the close of the bulletin. This period may be extended to 30 days by mutual agreement with the Local Chairperson concerned.

In bulletining positions, a brief description of duties will be given. Employees desiring such positions will file their applications in the designated bulletin box.

**4.4** Copies of all bulletins and names of applicants for new positions or vacancies will be furnished to the Unit Chairperson

**4.5** An employee may withdraw his/her application for a bulletined assignment at any time up to and including the commencement of the effective date of the position. Should the senior applicant or applicants withdraw, remaining applicants will be considered without further bulletin. An employee appointed to a position cannot bid on his/her former position until it again becomes vacant unless affected by displacement.

**4.6** Employees declining promotion shall not lose their seniority.

**4.7** When major changes are introduced in the duties of a position, such as the installation of new machines or revised procedures, the incumbent will be allowed a reasonable length of

time, up to 60 days, in which to adapt to the changes, and failing to adapt, may exercise his/her seniority in the same manner as a displaced employee.

**4.8** An employee on leave of absence, annual vacation, or absence because of illness or injury when a vacancy occurs will not be debarred from claiming position and receiving appointment, if entitled to it. The time limits specified in this Article 4 shall begin on the date of the employee's return to service.

**4.9** It is recognized that there may be instances when, for purposes of stability, the Company may wish to retain an experienced employee on a specific position. In such instances, the employee may, at the discretion of the Company, be offered a stabilization incentive to remain on the position rather than move to a higher rate. In like manner, another employee may be offered a stabilization incentive to refrain from displacing the experienced employee. The amount of the stabilization incentive will not exceed the difference in the respective rates of pay of the positions involved.

**4.10** The following will apply in connection with bulletining and filling positions and temporary positions covered under Articles

**4.11(a)** Bids to lower rated positions will not be accepted.

**Note:** In the application of this provision it is recognized that there may be extenuating circumstances where down bids are in the best interest of all parties. When situations become known, consideration will be given to allow an employee to bid down. In such circumstances the Union and Management must agree to permit the down bid.

- (b) Cross bids will only be accepted in the following circumstances.
- (i) From employees occupying positions in Rate Group 4 and higher, or
- (ii) From an employee bidding to a position in another community, or

- (iii) From an employee forced to leave a position because of a documented medical condition.
- (iv) When an employee wishes to return to a position which he or she had held for more than three months prior to being displaced therefrom and the time elapsed since that displacement does not exceed their tenure of the position.
- (c) The hours of duty and rest days for Travel Counsellors will be subject to change from time to time in accordance with the requirements of the service.

#### **4.11 Temporary Positions**

When a temporary position has existed for more than 12 consecutive months from the date it was first established, it shall immediately thereafter become a permanent position or cancelled.

### **ARTICLE 5**

#### **Filling Higher or Lower Rated Positions**

**5.1** Employees temporarily or permanently assigned to higher rated positions shall receive the higher rate while occupying such positions. Employees temporarily assigned to lower rated positions shall not have their rates reduced.

**5.2** A "temporary assignment" contemplates the fulfillment of the duties and responsibilities of the position during the time occupied, whether the regular occupant of the position is absent or whether the temporary assignee does the work irrespective of the presence of the regular employee. .

## **ARTICLE 6**

### **Staff Reduction, Displacement, and Recall**

**6.1** When a position is to be discontinued, a bulletin will be posted giving five working days notice of such discontinuance.

**6.2** When it becomes necessary to make a reduction in staff at any seniority terminal at least two weeks notice shall be given the employees affected before reduction is made, and lists shall be furnished to the Local Committee and Local Chairperson.

This does not apply in laying off employees who have been temporarily employed for a duration of less than 65 working days to meet special requirements. In the event that a strike or work stoppage by employees in the Railway industry is called, a shorter notice may be given under this Article 6.

The exercising of seniority to displace a junior employee shall not be permitted except when positions are abolished, rate of pay or hours of work or days off are changed, or as per Article 4.7.

The affected employee shall have the right to displace the junior employee of his/her choice.

Such employee initially affected shall be given, during his/her regular working hours, as much advance notice as possible but, in any event, not less than 5 working days. The affected employee shall make his/her intentions known within 48 hours of notification and subsequent displacement shall be made without undue delay. The Unit Chair shall be consulted.

**6.3** When forces are increased, employees will be returned to the service in the order of their seniority. Employees desiring to avail themselves of this rule must file their names and addresses with the proper officer.

**6.4** Employees failing to report for duty or give a satisfactory reason for not doing so within seven days of notification will be considered out of service.

## **ARTICLE 7**

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## **ARTICLE 8**

### **Discipline and Grievances**

**8.1** No employee shall be disciplined, discharged, or have their employment terminated for any reason until he/she has had a fair and impartial investigation and his/her responsibility established.

**8.2(a)** An employee may be held out of service with pay pending the complete investigation and notice provided to the Local Chairperson. The decision will be rendered as soon as possible but no later than 28 days from the date of the investigation, unless otherwise mutually agreed.

(b) When an investigation is to be held, each employee whose presence is desired will be notified of the time, place, and subject matter of the investigation.

Except as otherwise provided in this Article, when an investigation is to be held, the employee will be given at least one day's notice of the investigation and will be notified of the time, place, and subject matter of such investigation. This shall not be construed to mean that the proper officer of the Company, who may be on the premises when the cause for such investigation occurs, shall be prevented from holding an immediate investigation.

Following that investigation, the Company will not be allowed to conduct the investigation anew into the circumstances of the initial investigation.

When employees are required to make any formal statements on matters affecting the Agreement, Company policies, procedures, or working rules or compensation, a duly authorized representative shall be present. When employees are required to make statements on matters not affecting the Agreement, Company working rules or compensation, the employee may have

a fellow employee or an accredited representative of the Union present.

(c) Any written reprimand, warning or caution, or the like, will be removed from the employee's record following a period of 10 months of discipline-free performance from the date of such written reprimand, warning or caution, or the like.

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

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

**8.3** If the employee considers the decision rendered is unjust, an appeal may be made, commencing with Step 2 of the grievance procedure.

**8.4** If, in the final decision, the charges against an employee are not sustained, his/her record shall be cleared of the charges; if suspended or dismissed he/she shall be returned to his/her former position and reimbursed for wages lost, less any earnings derived from outside employment during the period so compensated; if the investigation was away from home, he/she shall be reimbursed for reasonable travel expenses upon presenting receipts.

### **Grievance Procedure**

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



## **Step 1**

Failing satisfactory resolution of the complaint, the authorized local Union may, within 14 days, present the grievance in writing, on a form supplied by the Company, to the employee's supervisor, whose decision shall be rendered within seven calendar days.

## **Step 2**

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

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

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

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

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

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

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

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

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

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

### **Final Disposition of Grievances**

**8.13** When a grievance concerning the interpretation or alleged violation of this Agreement or an appeal by an employee that he/she has been unjustly disciplined, is not settled at Step 2 of the grievance procedure, the Union or the Company may, within 10 working days from the date of the Company's decision at Step 2, request a pre-arbitration meeting, to be arranged through the Labour Relations Department.

The meeting will be held not later than 14 working days following the receipt of the above request. If such meeting is not requested, the Union or the Company must notify the other party in writing within the time limit specified above (10 working days) of its intention to proceed directly to arbitration with the grievance. If a pre-arbitration meeting fails to resolve the matter, it will be regarded as proceeding directly to arbitration in accordance with the following provisions:

a) When a grievance has been identified as proceeding to arbitration by either party, it must be scheduled with a sole arbitrator within 60 calendar days of the notification to proceed to arbitration or following the date the parties were unable to resolve the matter at a pre-arbitration meeting. Failure to schedule the grievance for arbitration within such period will result in the matter being considered dropped.

b) The parties will agree on the selection of an arbitrator. If the Union and the Company are unable to agree on the selection of a single arbitrator, the Federal Minister of Labour shall be

requested to appoint an impartial arbitrator. The arbitrator shall proceed as quickly as possible to determine the matter in dispute and his/her decision shall be final and binding.

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

d) The hearing shall be held at a neutral location to be determined by the arbitrator.

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

f) The remuneration and expenses of the arbitrator shall be shared equally by the Company and the Union and the arbitrator will show the division of such charges to the parties in his/her invoice.

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

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

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

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

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

## **ARTICLE 9**

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## **ARTICLE 10**

### **Attending Court and Jury Duty**

#### **10.1 Attending Court**

Employees required by the Railway to attend court or other public investigations will be paid schedule rates for all time lost, and will be reimbursed actual reasonable expenses when away from home. In such cases, witness fees will go to the Railway.

#### **10.2 Jury Duty**

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 lost time 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 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 11**

### **Passes**

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

## **ARTICLE 12**

### **Use of Private Automobile**

**12.1** Where an automobile mileage allowance is paid, such allowance will be in accordance with the Company's policy but no less than \$0.34 per km.

## **ARTICLE 13**

### **Leave of Absence**

**13.1** When the requirements of the service will permit, employees, on request, will be granted leave of absence for a limited time with privilege of renewal subject to general policy of the Railway.

**13.2** Request from employees for leave of absence for not more than eight months for the purpose of bettering themselves in the service will be granted when mutually satisfactory arrangements

can be made. In such cases when mutually approved, employees will retain their seniority rights.

**13.3** Upon notification, an employee who must serve a period of incarceration as a result of a conviction arising from the operation or use of a motor vehicle, shall be granted a leave of absence without pay of up to 365 days in order to serve the period of incarceration. Such period of leave will not be credited towards accumulation of service.

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

In instances where leaves of absence greater than three (3) days are granted, the Local Chairperson concerned will be informed.

Upon submission of a certificate issued by a qualified health practitioner indicating that a family member has a serious medical condition and there is significant risk of death occurring within a period of twenty-six (26) weeks, an employee will be entitled to take up to eight (8) weeks of unpaid leave in order to provide care and support to that specified family member.

**NOTE** – Family members will be defined as those contained in Article 18.

## **ARTICLE 14**

### **Annual Vacations**

**14.1(a)** An employee who, at the beginning of the calendar year, is not qualified for vacation under Clause (b) hereof, shall be allowed one working day's vacation with pay for each 25 days' cumulative service, or major portion thereof, during the preceding calendar year, with a maximum of 10 working days until qualifying for further vacation under Clause (b) hereof.

(b) Subject to the provisions of Note 1 below, an employee who, at the beginning of the calendar year, has maintained a continuous employment relationship for at least three years and has completed at least 750 days of cumulative service, shall have his/her vacation schedule on the basis of one working day's vacation with pay for each  $16\frac{2}{3}$  days of cumulative service, or major portion thereof, during the preceding calendar year, with a maximum of 15 working days; in subsequent years, he/she will continue vacation entitlement on the foregoing basis until qualifying for additional vacation under Clause (c) hereof.

**Note(1):** An employee covered by Clause (b) hereof, will be entitled to vacation on the basis outlined therein if on his/her 4th or subsequent service anniversary date he/she achieves 1,000 days of cumulative service; 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 leaves the service for any reason prior to his/her next vacation, the adjustment will be made at time of leaving.

(c) Subject to the provisions of Note 2 below, an employee who, at the beginning of the calendar year, has maintained a continuous employment relationship for at least 7 years and has completed at least 1,750 days of cumulative service, shall have his/her vacation schedule on the basis of 1 working day's vacation with pay for each  $12\frac{1}{2}$  days of cumulative, or major portion thereof during the preceding calendar year, with a maximum of 20 working days; in subsequent years, he/she will continue vacation entitlement on the foregoing basis until qualifying for additional vacation under Clause (d) of this section.

**Note(2):** An employee covered by Clause (c) of this section will be entitled to vacation on the basis outlined therein if on his/her 8th or subsequent service anniversary date he/she achieves 2,000 days of cumulative service; otherwise his/her vacation entitlement will be calculated as set out in Clause (b) of this section. 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 leaves the service for any reason prior to his/her next vacation,

the adjustment will be made at time of leaving.

(d) Subject to the provisions of Note 3 below, an employee who, at the beginning of the calendar year, has maintained a continuous employment relationship for at least 15 years and has completed at least 3,750 days of cumulative service, shall have his/her vacation scheduled on the basis of 1 working day's vacation with pay for each 10 days of cumulative service, or major portion thereof, during the preceding calendar year, with a maximum of 25 working days; in subsequent years, he/she will continue vacation entitlement on the forgoing basis until qualifying for additional vacation under Clause (e) of this section.

**Note(3):** An employee covered by Clause (d) of this section will be entitled to vacation on the basis outlined therein if on his/her 16th or subsequent service anniversary date he/she achieves 4,000 days of cumulative service, otherwise his/her vacation entitlement will be calculated as set out in Clause (c) of this section. 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 leaves the service for any reason prior to his/her next vacation, the adjustment will be made at the time of leaving.

(e) Subject to the provisions of Notes 4 and 5 below, an employee who, at the beginning of the calendar year, has maintained a continuous employment relationship for at least 25 years and has completed at least 6,250 days of cumulative service, shall have his/her vacation scheduled on the basis of 1 working day's vacation with pay for each 8½ days of cumulative service or major portion thereof, during the preceding calendar year with a maximum of 30 working days.

**Note(4):** An employee covered by Clause (e) hereof, will be entitled to vacation on the basis outlined therein if on his/her 26th or subsequent service anniversary date he/she achieves 6,500 days of cumulative service; 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 employee leaves the service for any reason prior to his/her next vacation, the adjustment will be made at the time of leaving.



**Note(5):** In the application of the 30 working days vacation provisions the Company will have the option of:

- (a) Scheduling an employee for 25 working days vacation with the employee being paid for the remaining five days vacation at pro rata rates; or
- (b) Splitting the vacation on the basis of 25 working days vacation and five working days vacation.

**14.2** An employee who has become entitled to vacation with pay shall be granted such vacation within a 12-month period immediately following the completion of the calendar year of employment in respect of which the employee became entitled to the vacation.

**14.3** A year's service is defined as 250 days of cumulative service.

**14.4** An employee who, while on annual vacation, becomes ill or is injured, shall have the right to terminate (temporarily) his/her vacation and be placed on weekly indemnity. An employee who is again fit for duty shall immediately so inform the Company officer in charge and will continue his/her vacation if within his/her scheduling 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 authorized Local Union representative.

**14.5** An employee who, due to sickness or injury, is unable to take or complete his/her annual vacation in that year shall have such vacation carried to the following year; however such vacation must be exhausted within 3 months after the employee returns to full duty (after ERTW). Arrangements to take vacation shall be exclusive of the normal vacation process. The Local Committee to be consulted.

**14.6** An employee who is entitled to vacation shall take same at the time scheduled. If, however, it becomes necessary for the Company to reschedule an employee's scheduled vacation dates, he/she shall be given at least 15 working days' advance notice of such rescheduling and will be paid at the rate of time and one-half

his/her regular rate of wages for all work performed during the scheduled vacation period. The rescheduled vacation with pay to which he/she is entitled will be granted at a mutually agreed upon later date. This Article 14.6 does not apply where rescheduling is a result of an employee exercising his/her seniority to a position covered by another vacation schedule.

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

**14.8** An employee will be compensated for vacation at the rate of the position he/she would have been filling during such vacation period.

**14.9** 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.

**14.10** In computing service under Article 14.1, days worked in any position covered by similar vacation agreements shall be accumulated for the purpose of qualifying for vacation with pay.

**14.11 (a)** An employee terminating his/her employment for any reason at a time when an unused period of vacation with pay stands to his/her credit shall be allowed vacation calculated to the date of his/her leaving the service, as provided in Article 14.1 hereof, and, if not granted, shall be allowed pay in lieu thereof.

(b) An employee who, at the time of termination of his/her service has completed more than 30 days' continuous service but who has not qualified for vacation as provided for in Article 14.1 (a), shall be paid vacation on the basis of 1 day for each 25 days' cumulative service, or major portion thereof, during the completed portion of his/her year of employment.

**14.12** An employee who is laid off shall upon application be paid for any vacation due him/her at the beginning of the current calendar year and not previously taken, and if not subsequently recalled to service during such year shall upon application, be allowed pay in lieu of any vacation due him/her at the beginning of the following calendar year.

**14.13** An individual who leaves the service of his/her own accord or who is dismissed for cause and not reinstated in his/her former standing within two years of date of such dismissal shall, if subsequently returned to the service, be required to qualify again for vacation with pay as provided in Article 14.1 hereof.

**14.14** Applications for vacation filed in February of each year will be given preference in order of seniority of applicants and will have preference over later applicants. The Railway will, so far as practicable, relieve applicants during the summer season if so desired. Unless otherwise mutually agreed employees must take their vacation at the time allotted.

**14.15** In carrying out this Article, it is generally intended that the regular employees will mutually arrange to carry on the work while certain members of the staff are off duty on vacation, and thereby as far as possible avoid additional expense to the Railway.

## **ARTICLE 15**

### **General Holidays**

**15.1** An employee who qualifies in accordance with Article 15.2 hereof, shall be granted a holiday with pay on each of the following general holidays. When a general holiday falls on an employee's rest day, such holiday shall be moved to the normal working day immediately following the employee's rest day.

New Year's Day

Day following New Year's Day (Ontario only)

Good Friday

Easter Monday (Substitution for Remembrance Day)

Victoria Day

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

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

**15.2** In order to qualify for pay for any one of the holidays specified in Article 15.1 hereof, an employee:

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

(b) Must be available for duty on such holiday if it occurs on one of his/her work days excluding vacation days except that this does not apply in respect of an employee who is laid off or suffering from a bona fide injury, or who is hospitalized on the holiday, or who is in receipt of or who subsequently qualifies for, weekly sickness benefits because of illness on such holiday; a regularly assigned employee who is required to work on such general holiday shall be given an advance notice of four calendar days, except for unforeseen exigencies of the service, in which case he/she will be notified not later than the completion of his/her shift or tour of duty immediately preceding such holiday that his/her services will be required;

(c) Must be entitled to wages for at least 10 shifts or tours of duty during the 30 calendar days immediately preceding the general holiday. This Clause (c) does not apply to an employee who is required to work on the holiday.

**NOTE:** Provided that an employee is available for work on the general holiday, absences from scheduled shifts or tours of duty because of bona fide injury, hospitalization, illness, parental or

adoption leave for which the employee qualifies for weekly sickness benefits and authorized parental, adoption or maternity leave will be included in determining the 10 shifts or tours of duty referred to in this Clause (c).

**15.3** A qualified employee whose vacation period coincides with any of the general holidays specified in Article 15.1 hereof, shall receive an extra day's vacation with the pay to which the employee is entitled for that general holiday.

**15.4(1)(a)** An assigned employee qualified under Article 15.2 hereof, and who is not required to work on a general holiday shall be paid eight hours' pay at the straight time rate of his/her regular assignment.

(b) An unassigned or spare employee qualified under Article 15.2 hereof, and who is not required to work on a general holiday shall be paid eight hours' pay at the straight time rate applicable to the position in which such employee worked his/her last tour of duty prior to the general holiday.

**NOTE:** In the application of Article 15.4(1) hereof, for weekly-rated employees "eight hours' pay at the straight time rate" shall be deemed to be a day's pay as calculated according to Article 15.6 hereof.

(2) An employee paid on an hourly, daily, or weekly basis who is required to work on a general holiday shall be paid, in addition to the pay provided in Article 15.4(1) hereof, at a rate equal to 1½ times his/her regular rate of wages for the actual hours worked by him/her on that holiday with a minimum of 3 hours for which 3 hours' service may be required, but an employee called for a specific purpose shall not be required to perform routine work to make up such minimum time.

**15.5** Shifts or tours of duty commencing between 12:00 midnight on the eve of the general holiday and 11:59 p.m. on the night of the general holiday, both times inclusive, shall be considered as work on that holiday.

**15.6** The daily rate of pay for weekly-rated employees shall be the weekly rate divided by five.

## **ARTICLE 16**

### **Health and Welfare**

#### **16.1 Employee Benefit Plan**

The Railway shall provide an Employee Benefit Plan which shall be in accordance with the provisions of the governing Supplemental Agreement.

#### **16.2 Life Insurance upon Retirement**

An employee who retires from the service with a Company pension at or after age 65 will be provided a \$7,000.00 death benefit. If retirement on pension is earlier than age 65 and an employee's term life insurance is extended to age 65, the death benefit will be provided at age 65.

#### **16.3 Dental Plan**

The Dental Plan shall be that plan established by the Dental Plan Agreement dated November 30, 1979, as revised, amended, or superseded by any Agreement to which the parties to this Collective Agreement are signatories.

#### **16.4 Extended Health Care Plan**

The Extended Health Care Plan shall be that plan known as the "Extended Health Care Plan for Scheduled Employees of Canadian Railways" as revised, amended, or superseded by any Agreement to which the parties to this Collective Agreement are signatories.

#### **16.5 Injured on Duty**

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

employee will be paid the difference between such compensation and payment for the full shift.

## **16.6 Continuation of Benefits**

Effective December 14, 2015 Health and Welfare benefits applicable to active employees will continue until age 65 for employees:

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

**NOTE:** Employees who retired prior to December 14, 2015 will have continuation of benefits that were applicable upon his / her retirement date up to age 65.

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

## **16.8 Workers' Compensation Benefits**

In the event that an employee's claim for Workers' Compensation benefits is challenged either by the Company or the Workers' Compensation Board, or if such claim is delayed for more than two weeks from the time reported, then 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 claims and provide additional information if required.

## **16.9 Same Sex Benefits**

Effective the first of the month following ratification, bereavement leave, dental, and extended health care coverage will be extended to individuals of the same sex who are in a spousal relationship with an employee.

# **ARTICLE 17**

## **Students**

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

(b) The rate of pay for students will be as per Article 24.1. Future wage increases will also be applied to this rate of pay.

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

**17.2** It is intended that students hired under this program will perform the more junior duties in the office such as filing, sorting, copy work, delivering mail, and such similar duties except as otherwise contemplated in Article 14.15.



**17.3** In the application of Article 14.15, the following guidelines will be observed:

- (a) Students will not be assigned to fill regular positions of employees on vacation except when the spare list has been exhausted.
- (b) Before students are assigned to do higher rated work of regular employees the Company may, when conditions permit, assign such work to lower rated employees holding established positions in the office concerned in order that they may gain experience on such higher rated positions.

**17.4** Should unforeseen circumstances arise or problems develop these will be resolved by discussions between the Unit Chair – UNIFOR Local 103 and the Director Human Resources.

## **ARTICLE 17A**

### **Spare Employees**

**17A.1** Spare employees shall come within all provisions of the collective agreement except as provided below;

- As of October 25, 2005 all temporary employees in Agreement #1 shall be deemed as “Spare Employees” and shall be given a seniority date based on last date of hire.
- All employees hired into Agreement #1 thereafter shall have a seniority date based on the date of hire into this group.
- After a Spare Employee has obtained 6 (six) months of CCS they shall receive full employee benefits while working, as per collective agreement.
- ESIMA provisions do not apply to Spare Employees.

- Spare status of an employee is removed when they are awarded a permanent position.
- Spare employees are to be available for work when called by the company.
- The company shall provide as much advance notice as possible when calling a spare to report to work.
- If a spare employee is unavailable for work on a particular day(s) they must make every effort to advise Human Resources in advance of their unavailability.

**17A.2** Should unforeseen circumstances arise or problems develop, these will be resolved by discussions between the President, UNIFOR or Designate and the Director Human Resources.

## **ARTICLE 18**

### **Bereavement Leave**

**18.1** Upon the death of an employee's spouse, child, or parent, the employee shall be entitled to five days bereavement leave without loss of pay provided he/she has not less than three months cumulative compensated service.

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

“An employee who, while on scheduled vacation, becomes eligible for bereavement leave will be able to reschedule the vacation days affected by the bereavement leave. Such vacation will be taken at a time mutually agreeable to the Company and the employee.”

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

## **ARTICLE 19**

### **Deduction of Union Dues**

**19.1** The Railway shall deduct on the payroll for any pay period which contains the 24th calendar day of a 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 Ontario Northland employees independent Union (hereinafter referred to as the "Union") subject to the conditions and exceptions set forth hereunder.

**19.2** The amount to be deducted shall be equivalent to the uniform, regular dues payment of the Union covering the position in which the employee concerned is engaged 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 Union 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 Union of the amount of regular monthly dues.

**19.3** 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 Union shall be accepted from dues deduction.

**19.4** Membership in the Union shall be available to any employee eligible under the constitution of the Union 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.

**19.5** Deductions shall commence on the payroll for the first pay period which contains the 24th calendar day of the month after the date of first service in a position subject to this Agreement.

**19.6** If the wages of an employee on the payroll for the pay period which contains the 24th calendar day of any month are insufficient to permit the deduction of the full amount of dues, no such deduction shall be made from the wages of such employee by the Railway in such month. The Railway shall not, because the employee did not have sufficient wages payable to him/her on the designated payroll, carry forward and deduct from any subsequent wages the dues not deducted in an earlier month.

**19.7** Employees filling positions coming within the scope of more than one wage agreement in the pay period 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.

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

**19.9** The amounts 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 Union as may be mutually agreed by the Railway and the Union, not later than 40 calendar days following the pay period in which the deductions are made.

**19.10** The Railway shall not be responsible financially or otherwise either to the Union or to any employee, for any failure to make 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 Union, 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 Union.

**19.11** The question of what, if any, compensation shall be paid the Railway by the Union in recognition of the 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.

**19.12** 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 19.1 of this Agreement, both parties shall cooperate fully in the defence of such action. Each party shall bear its own cost of such defence except that if at the request of the Union counsel fees are incurred these shall be borne by the Union. Save as aforesaid the Union shall indemnify and save harmless the 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.

**19.13** Upon presentation of appropriate authorization, the Company agrees to deduct the Retired Workers dues associated to the UNIFOR Retired Workers Chapter. Such dues will be deducted and forwarded to the Union in the same fashion as the required dues as set out in Article 19. The Union shall advise the Company in writing the level of such dues.

## **ARTICLE 20**

### **Employment Security and Income Maintenance Plan**

**20.1** The provisions of the governing Supplemental Agreement shall apply with respect to the Employment Security and Income Maintenance Plan.

## **ARTICLE 21**

### **Left Blank Intentionally**

## **ARTICLE 22**

### **"Excepted" and "Starred" Positions**

**22.1** The position of switchboard/receptionist under the jurisdiction of the Records Department will be completely excepted from the terms of the Agreement. This function will be performed by part-time or other employees who will not be part of the bargaining unit. Bargaining unit employees will not be used to relieve this position except for coffee breaks and short periods of relief during the day.

**22.2** The following "starred" positions shall be bulletined in the usual manner when vacant and shall be subject to the general terms of the Agreement except that displacement rules do not apply. Article 4.1(b) will be strictly applied.

- a) Principal Clerk
- b) Travel Counsellors
- c) Clerk 6 - Bus Operations

**22.3** All positions listed in Article 22.2, shall be filled from employees on the seniority roster covered by this schedule.

## **ARTICLE 23**

### **Creation of New Positions**

**23.1** When additional positions are created coming within the scope of this Schedule, compensation will be fixed in conformity with that for positions of the same class as shown herein.

**23.2** Positions (not employees) shall be rated. Before rates and duties for new positions are fixed, the management shall confer with duly accredited representatives of the employees.

**23.3** Established positions shall not be discontinued and new ones created under a different title covering the same class of work for the purpose of reducing the rate of pay, or evading the application of these rules.

**23.4** Changes shall be made in agreed basic rates of pay for individual positions only when warranted by changed conditions. When changes in basic rates of pay are proposed, the positions affected will be reviewed and compared with the duties and responsibilities of comparable positions by the proper officer of the Company and the UNIFOR Unit Chairperson. Reduction in the basic rate of pay for any position will be made only when a permanent vacancy occurs in such position.

**23.5** An employee who considers that his/her position should be reclassified due to a significant change in job content shall have the right of to submit an appeal in the approved format to the Classification Review Committee for review. The appeal will be reviewed within 30 days and the employee will be provided with a written reply to their appeal. Should the employee not be satisfied with their appeal, the matter may be forwarded to Step 2 of the grievance procedure pursuant to the Collective Agreement.

## **ARTICLE 24**

### **Rates of Pay**

#### **24.1 Rates of Pay**

<b>Rate Group</b>	<b>JAN 2015 0%</b>	<b>JAN 2016 0%</b>	<b>JAN 2017 2%</b>	<b>JAN 2018 2%</b>
1	22.3590	22.3590	22.8062	23.2624
2	24.7320	24.7320	25.2267	25.7312
3	25.2733	25.2733	25.7788	26.2943
4	25.8140	25.8140	26.3303	26.8569
5	26.3546	26.3546	26.8816	27.4193
6	28.1529	28.1529	28.7160	29.2903
7	29.4760	29.4760	30.0655	30.6669
8	29.8968	29.8968	30.4947	31.1046
Students	11.42	11.42	11.65	11.88

#### **Note:**

New Employees - 85% of Rate Group 1 until attaining  
1 year CCS

-Thereafter, 85% of the Rate Group they  
are working on.

#### **24.2 Spare Employees**

- a) Spare Employees will be paid 85% of the Rate Group 1 until they have attained 1 year of Cumulative Compensated Service (CCS).
- b) After attaining one year of cumulated compensated service they shall be paid at 85% of the position they are working on.

#### **24.3 Shift Differentials**

Effective February 22, 2005, employees whose regularly assigned shifts commence between 1400 and 2159 hours, shall receive a shift differential of .55 cents per hour, and employees whose



regularly assigned shifts commence between 2200 and 0559 hours shall receive a shift differential of .60 cents per hour. Overtime shall not be calculated on the shift differential nor shall the shift differential be paid for paid absence from duty such as vacations, general holidays, etc.

## List of Positions

Position	Rate Group
<b>Bus Operations</b>	
Clerk 6 General Clerk (Starred)	*6
<b>Communications</b>	
Clerk 5 General Clerk	5
<b>Equipment Maintenance</b>	
Clerk 5 General Clerk	5
Clerk 5 General Clerk	5
Clerk 3 General Clerk (Cochrane)	3
<b>Freight Marketing</b>	
Clerk 8 Principal Freight Clerk Sr.	*8
Clerk 7 Principal Car Hire Report Clerk Jr.	*7
Clerk 6 Freight Rate Clerk Forward	6
Clerk 6 Freight Rate General Clerk	6
Clerk 6 General Clerk	6
Clerk 4 General Clerk	4
Clerk 4 General Clerk	4
<b>Human Resources</b>	
Clerk 6 W.S.I.B. and W.I. Clerk	6
Clerk 4 General Clerk	4
<b>Maintenance of Way</b>	
Clerk 4 General Clerk (Englehart)	4
Clerk 3 General Clerk (Cochrane)	3
Clerk 3 General Clerk (North Bay)	3
<b>Ontera (all positions abolished)</b>	
Clerk 8 Payment Processing	*8

Clerk 7 Account Admin Clerk	*8
Clerk 6 Administrative Support Clerk	6
Clerk 6 Leasing Circuit Order Clerk	6
Clerk 6 Telephone Clerk	6
Clerk 5 General Clerk	5
Clerk 3 General Clerk (Customer Care)	3
Clerk 3 General Clerk (Engineering)	3
Clerk 3 General Clerk (File Clerk)	3
Clerk 3 General Clerk (Timmins)	3

### **Passenger Revenues**

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Clerk 8 Auditing Principal Clerk	*8
Clerk 8 Interline Principal Clerk	*8
Clerk 6 Cash Sheet Audit	6
Clerk 6 Cash Sheet Audit	6
Clerk 6 Cash Sheet Audit	6
Clerk 4 General Clerk	4
Clerk 3 General Clerk	3

### **Passenger Services**

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Clerk 4 Travel Counsellor (Starred Position)	*4
Clerk 4 Travel Counsellor (Starred Position)	*4

### **Payroll**

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Clerk 8 Payroll Principal Clerk	*8
Clerk 6 Payroll Clerk	6
Clerk 6 Payroll Clerk	6
Clerk 3 General Clerk	3

### **Procurements**

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Clerk 8 Procurement Pr Clerk	*8
Clerk 5 General Clerk	5
Clerk 4 General Clerk	4
Clerk 3 General Clerk	3

### **Records**

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Clerk 3 General Clerk	3
Clerk 3 General Clerk (File)	3
Clerk 3 General Clerk (Mail)	3

### **Refurbishment**

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Clerk 5 General Clerk	5
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**Train Operations - Englehart**

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Clerk 8 Principal Clerk Sr.

\*8

Clerk 4 General Clerk

4

**Treasury**

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Clerk 8 Senior Principal Clerk

\*8

Clerk 7 Principal Clerk Jr.

\*7

Clerk 3 General Clerk

3

## TERMINATION

The provisions of this Agreement supersede all previous Agreements, rulings, and interpretations which are in conflict therewith. This Agreement shall remain in effect until December 31, 2018 and thereafter subject to 120 days notice in writing from either party of its desire to revise, amend, or terminate it. Such notice may be served at any time subsequent to August 31, 2018.

Dated at North Bay, Ontario this .

For ONTC:

For the Unions:

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G. Stuart  
Interim Director  
Human Resources

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J. St. Cyr  
Unifor Local 103

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A. Mitchell  
President  
Unifor Local 103

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B. Stevens  
National Staff Representative  
Unifor

Note: All changes in this Agreement are pursuant to the terms agreed upon in the Master Agreement signed by the parties on and the Article III Agreement signed. In the event that any discrepancies may appear, the terms of the Master Agreement and Article III Agreement shall prevail.

## **Letters of Understanding**

## **Employees Hired at Northern Points for Temporary Vacancies**

June 13, 1978  
8320-6

Mr. A.J. Tiernay  
General Chairman  
B.R.A.C.

Dear Mr. Tiernay:

This refers to your letter of June 6, 1978 in connection with employees hired at Northern points for temporary vacancies.

As suggested, I agree that when an employee is hired to fill an unbid bulletined temporary vacancy, such employee, if retained beyond the probationary period, will accumulate seniority from the date of entering the service on the unbid position. It is understood that, should employees in these situations not exercise their seniority within ten days of completion of the temporary work, they will forfeit their seniority and be terminated.

It is also understood that the foregoing provisions do not alter Section 7(a) of the Memorandum of Agreement signed on May 12, 1978 which provides that vacation and incidental relief, when provided, and unbid temporary vacancies at Northern points will be at Group 1 rates.

As discussed, will you please indicate your concurrence in the space provided at the bottom of this letter and return one copy for our files.

Yours very truly,

D.V. Allen  
Director Personnel  
and Labour Relations

I Agree:

A.J. Tiernay  
General Chairman

## **Sick Leave-Office Clerks**

September, 2014

8320-6

Joanne St. Cyr  
Unit Chair Agreement #1  
Unifor Local 103

RE: Sick Leave - Office Clerks

Effective December 14, 2015 all new hires in Agreement #1 will accrue a maximum annual entitlement of five (5) days sick leave.

This will serve to clarify the sick leave arrangement for Office clerks.

1. No leave will be allowed until an employee has completed four full calendar years of service. After this period a maximum of one day per year will be allowed for each completed year of service as at January 1st of each year.

Example:

Balance of year hired  
and first four full calendar years - No leave  
During 5th full calendar year - 4 days  
During 6th full calendar year - 5 days maximum  
entitlement for hires after December 14, 2015.  
And so on

2. Sick leave will be granted only where the work is carried on by the balance of the staff without additional cost to the Company.
3. An employee shall exhaust all his/her Sick Leave entitlement prior to the commencement of his/her weekly indemnity benefits and will be reduced accordingly.

F.S. Clifford  
General Manager

## **Ontario Northland Railway**

### **Special Arrangements- Physically Disabled Employee**

North Bay, Ontario

April 26, 1982

8000-51G

Dear Sirs:

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

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



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

Should the disabled employee subsequently recuperate, he/she shall be subject to displacement, in which case such employee will exercise seniority rights. When a senior able-bodied employee believes that the provisions of this letter will result in undue hardship, the General Chairman may discuss the circumstances with the Company.

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

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

Yours truly,

P.A. Dymont  
General Manager

I Concur:

A. Passaretti  
Vice-President  
Brotherhood of Maintenance of Way Employees

J.E. Platt  
Vice-President  
Brotherhood of Railroad Signalmen

J.D. Hunter  
National Vice-President  
Canadian Brotherhood of Railway,  
Transport and General Workers

R.C. Smith  
National Vice-President  
Brotherhood of Railway, Airline  
and Steamship Clerks

## **Ontario Northland Railway**

### **Contracting Out of Work**

North Bay, Ontario  
May 22, 1985

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

Dear Sir:

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

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

- (1) when technical or managerial skills are not available from within the Railway; or
- (2) where sufficient employees, qualified to perform the work, are not available from the active or laid-off employees; or
- (3) when essential equipment or facilities are not available and cannot be made available from Railway-owned property at the time and place required; or

- (4) where the nature or volume of work is such that it does not justify the capital or operating expenditure involved; or
- (5) the required time of completion of the work cannot be met with the skills, personnel or equipment available on the property; or
- (6) where the nature or volume of the work is such that undesirable fluctuations in employment would automatically result.

The conditions set forth above will not apply in emergencies, to items normally obtained from manufacturers or suppliers nor to the performance of warranty work.

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

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

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

Should a General Chairman, or equivalent, request information respecting contracting out which has not been covered by a notice of intent, it will be supplied to him/her promptly. If he requests a

meeting to discuss such contracting out, it will be arranged at a mutually acceptable time and place.

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

Yours truly,

P.A. Dymont  
General Manager

## **Letter of Understanding**

### **Medical Forms**

January 20, 2003

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

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

Mr. A. Mitchell  
President  
CAW Local 103

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

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

Greg Stuart  
Director Human Resources

## **EARLY RETURN TO WORK STATEMENT OF COMMITMENT and PROCESS**

The Canadian Auto Workers Local 103 and Management of the Department care about the well being of their members and employees. We each acknowledge that employees who become disabled want to return to work as soon as possible and the sooner and employee returns to work the sooner they are more likely to fully recover. As a consequence, the parties have jointly taken this pro-active approach and developed the attached ERTW program which is consistent with Company policy 6-P and UNIFOR Wage Agreements, to accommodate Department employees who become disabled.

Steve Carmichael  
for Ontario Northland

Brian Kelly  
for CAW Local 103

### **Early Return to Work**

The purpose of an early return to work program is to return the employee to their regular assignment as soon as possible. Early return to work is a program which enables employees to return to work before they have fully recovered from an injury or illness and who are expected to be able to return to their regular assignment, to return to work. The accommodation of the employee's restrictions can include modifying the employee's regular assignment, or temporarily assigning the employee to alternative employment which meets their restrictions.

### **Communication and Training**

One of the key components to the success of this ERTW program is jointly developing and implementing a communication strategy. To that end all Departments employees and supervisors will attend training sessions where they will receive the Statement of Commitment and this written process. Copies will also be posted on bulletin boards throughout the Departments system.

## **Process**

As soon as possible following the cause of lost time as the result of an injury or illness, the employee and his/her immediate supervisor will jointly develop a contact strategy which would include such things as follow up from medical appointments or significant changes in status, this will be forwarded to the Joint Committee. Access to any and all ERTW forms shall be strictly limited to the ERTW Joint Committee and those management personnel identified by the ERTW Committee.

Employees who are ready to return to work with restrictions will submit a completed Early Return to Work form to his/her immediate supervisor and the Union. If the restriction can be accommodated by the supervisor, then the employee would return to work on the modified assignment for the time frame specified on the ERTW form, subject to the follow up identified in the completed form.

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

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

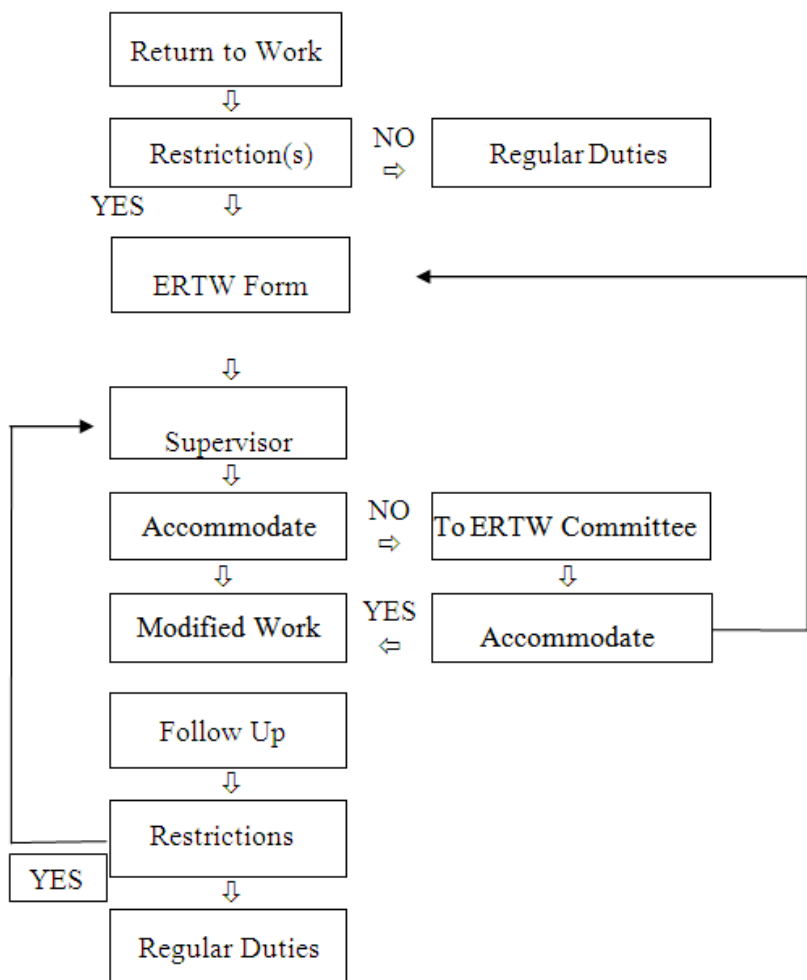
Temporary accommodations may last up to six months and any reassessment or follow up will be established by the medical community on an individual basis. Employees on long term accommodation (more than 6 months) shall be reviewed by the

ERTW Committee once a year to establish if there has been any changes in the employees condition that could affect the accommodation. Should additional accommodation be required, the Committee will again conduct a review to include any new or additional information. For longer term accommodation, medical reassessment may be required at six month intervals on an individual basis.

Any costs associated with the completion of the ERTW form will be borne by the Company. Wages for appointments or treatments required to assist the employee in returning to their regular assignment will be continued by the Company. When it is necessary for these appointments to be made during working hours, every effort should be made to have these appointments at the beginning or end of the employee's shift.

(a) With the establishment of this program, we will attempt to provide a response from the supervisor within two (2) days. This time frame will be reviewed to determine whether the time frame is suitable.





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

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

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

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Greg Stuart  
Director of Human Resources

I concur:

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Brian Kelly  
President CAW Local 103

## **Letter of Understanding**

### **Contribution Holiday- Pension Contributions**

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

## **Letter of Understanding regarding Student Hiring**

- During the 2005 round of bargaining the parties agreed, that in addition to the current contract language, the following protocol will be used for the hiring students into workplaces covered by the terms of all UNIFOR Agreements.
- Student is defined as a person who can demonstrate that they are enrolled in the fall intake of a post secondary institution. This does not preclude students from being hired who are over 16 and can demonstrate that they are returning to secondary school in the fall, however, preferences will be given to post secondary students.
- Department Heads and the individual Unit Chairperson will meet by March 1 each year to determine the necessary requirements for students in the upcoming summer.
- Notices requesting applicants will be posted internally by March 15 of each year.
- Human Resources Department will receive all applications and will organize into a candidates list.

Candidates will be interviewed by the Human Resources Department.

- All candidates will be given proper consideration to ensure a fair and equitable hiring process.
- All students will receive the appropriate Workplace Orientation training.
- The Union dues will be uniform for all students as so advised by the Local Union.

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Greg Stuart  
Director of Human Resources

I concur:

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Brian Kelly  
President CAW Local 103

December 14, 2015

**Letter of Understanding regarding**

**Salary Continuation**

Both parties agree that the Company will continue to pay members of the Union while attending authorized Union business and the Company will invoice the Union for reimbursement. It is agreed that the Union will reimburse the Company within 30 days from receipt of billing. The Company retains the right to cancel for payment not received. Requests for leave, on the designated form, will be authorized by the President Unifor Local 103 or designate and presented to the immediate superior at least two days in advance.

For the Union:

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Joanne St. Cyr  
Unit Chair Agreement #1  
Unifor Local 103

For the Company:

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Greg Stuart  
Interim Director Human  
Resources  
Ontario Northland

## REQUEST FOR LEAVE

### AGREEMENT NO. 1 CONTINUATION OF WAGES

TO: (Immediate Supervisor)

RE: Leave - Under Letter of Understanding,  
Agreement No. 1

In accordance with Letter of Understanding - Agreement No. 1,  
the Union hereby requests leave for:

Employee Name and No.

For the following period:

It is agreed that the Company will continue wages and the Union  
will reimburse the wages and associated payroll costs within 30  
days from receipt of billing.

\_\_\_\_\_  
Union Approval

\_\_\_\_\_  
Date

\_\_\_\_\_  
Supervisor Approval

\_\_\_\_\_  
Date

NOTE: All request forms must be presented to the immediate  
supervisor.

No. of copies - 1 - Employee  
                  1 - Union  
                  1 - Supervisor  
                  1 - Payroll

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

**Memorandum of Understanding Employment Equity**

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

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

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

Therefore, it is hereby agreed as followed:

A joint Committee, hereinafter referred to as the Diversity and Community Access Committee, will be established with jurisdiction across all ONTC – UNIFOR bargaining Units. The Committee consists of one (1) representative selected by the UNIFOR from within the existing representation structure and one (1) Management representative. The Local President and Director of Human Resources will act as ex-officio members of the Committee.

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

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



UNIFOR Diversity and Community Access Coordinator may also attend the annual five (5) day UNIFOR meeting designed to update committee members on the latest developments and strategies in the field.

The Diversity and Community Access Committee shall:

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

Members of the Committees may:

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

#### Diversity and Community Access Programs

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

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

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

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

Agreed to this 22nd day of February, 2005

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Greg Stuart  
Director of Human Resources

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Brian Kelly  
President CAW Local 103

**Letter of Understanding**

## **Rate Group Definitions, Reviews, and Training**

February 22, 2005

The parties agree that a joint committee, made up of two (2) members of the UNIFOR Local 103 and two (2) members of management will be established with the mandate to;

Conduct a full review of the types of duties and responsibilities of each of the clerical rate group position. The committee will then develop a set of criteria guidelines for each rate group. These guidelines will be consistent with Article 23 of the Collective Agreement.

- establish a method and process to assess the training requirements of the clerical group.
- review reclassification requests per Article 23.5
- act as the Pay Equity Committee and fulfil the reporting requirements of same

For CAW:

For ONTC:

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Debbie Graham

---

Greg Stuart

## **Employees Hired at Northern Points for Temporary Vacancies**

February 22, 2005

Ms. Debbie Graham  
Unit Chairperson  
CAW Local 103

Dear Ms. Graham

This refers to our discussion in the current round of negotiations in connection with employees hired at Northern points for temporary vacancies.

As suggested, I agree that when an employee is hired to fill an unbid bulletined temporary vacancy at a location outside of North Bay, such employee, if retained beyond the probationary period, will accumulate seniority from the date of entering the service on the unbid position. It is understood that, should employees in these situations not claim a position in the exercise their seniority at their terminal within two days of completion of the temporary work, they will forfeit their seniority and be terminated.

As discussed, will you please indicate your concurrence in the space provided at the bottom of this letter and return one copy for our files.

Yours very truly,

---

Greg Stuart  
Director of Human Resources

I Agree:

---

Debbie Graham  
Unit Chairperson CAW Local 103

## **Letter of Understanding**

### **Drug, Alcohol or Genetic Testing**

February 22, 2005

Brian Kelly  
Local President  
CAW Local 103

Dear Mr. Kelly:

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

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

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

Yours truly

---

Greg Stuart  
Director of Human Resources

I concur:

---

Brian Kelly  
President CAW Local 103

## **Use of Close Circuit Television**

Memorandum of Understanding between the ONTC and its Unions relating to the introduction and use of Video Surveillance Cameras at various locations and facilities.

During the November 2014 bargaining sessions, ONTC presented a draft of its updated corporate Video Surveillance Policy.

ONTC will make limited use of a video surveillance system on its premises. The video surveillance system will be primarily used as follows:

- To increase the safety and security of ONTC personnel;
- To assist in the efficient and safe movement of members of the public;
- To spot unauthorized persons trespassing on ONTC property;
- To provide security for ONTC equipment, supplies and buildings;
- To detect and deter criminal activity and vandalism;
- To assist in the investigation of incidents and accidents that may occur; and
- To assist in insurance and claims matters.

The video surveillance system will not be used in any work area wherein Unifor members have the expectation of privacy. This video surveillance system will not be utilized for the purposes of supervising employee activities, nor will they be used at any time for disciplinary purposes, except where ONTC has reason to believe that criminal activity such as theft, vandalism, may have occurred and/or where a critical injury or death has occurred.

A log will be maintained to record the access to, and use of, the recorded material to enable a proper audit trail.

Signs will be posted at the perimeter of the areas being covered by video surveillance to provide public notice of this activity. The signs will also contain the name, address and telephone number of the responsible ONTC officer for contact purposes.

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

Yours truly,

---

Greg Stuart  
Interim Director of Human Resources

In concurrence:

---

Andy Mitchell  
President Unifor Local 103

## **Amendment 16- Contributory Pension Plan**

February 22, 2005

Mr. Brian Kelly  
President CAW Local 103

Dear Mr. Kelly:

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

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

Sincerely,

---

Greg Stuart  
Director Human Resources

### **Amendment #16**

"17.02 Powers and Proceedings of the Board

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



## **Letter of Understanding regarding**

### **Clerical Duties and Bulletins in Equipment Maintenance and Refurbishment Division**

- The parties agree that these two departments would be best served by developing a pool of clerical staff to oversee department needs that are unique to the Refurbishment Contract and Shop requirements. It is therefore agreed as follows:
- The inputting of timecard entry for payroll purposes for Equipment Maintenance and Refurbishment Division employees will be performed by the Clerical staff in these departments.
- Refurbishment Division Clerk will remain at Rate 5, Equipment Maintenance Division Clerks (2) will change from Rate 4 to Rate 5.
- The Clerical positions previously described will be bid as separate positions every two (2) years.
- The three positions, Refurbishment Division Clerk and both Equipment Maintenance Clerks, will work in a pool sharing duties and relieving for each other when required. Vacation will be coordinated in order of seniority.
- The successful applicants for these three positions shall remain on the positions for a period of two (2) years; shall not be permitted to apply for any temporary or permanent vacancies in Agreement No. 1 during this period nor shall any individual exercising their seniority displace these Clerks unless it is as a result of an Article 8 issued in Agreement No. 1 or Lay-off.

- Should a temporary vacancy occur in any of the aforementioned positions and it is determined by the Company that the position be filled, then the successful applicant will remain in this position until incumbent returns to work or the two (2) year period ends, whichever comes first.
- The parties agree that this agreement will be implemented within 30 days of signing.

Signed this date February 23, 2007

For the Union

For the Company

---

Debbie Graham

---

Ken Duquette

---

Brian Kelly

---

Randy Evers

## **Processing and Completion of 401's**

April 1, 2008

Debbie Graham  
Unit Chair  
CAW Local 103

Dear Ms. Graham,

This will confirm our discussions during the 2007/2008 negotiations concerning Article 1.2 and clerical work.

Following the conclusion of negotiations it is the company's intent to move the processing and completion of all 401's to Agreement #1 employees.

In transferring this work neither party has relinquished their position on the interpretation of Article 1.2

Yours truly,

Greg Stuart  
Director  
Human Resources

## **Probationary Employees Work Performance**

April 21, 2008

Mr. Brian Kelly  
President  
CAW Local 103

Dear Mr. Kelly,

RE: Probationary Employees Work Performance

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

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

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

I trust this is an accurate reflection of our discussions.

Yours truly,

Greg Stuart  
Director Human Resources

## **Leave Provisions**

April 21, 2008

Mr. Brian Kelly  
President CAW Local 103

Dear Mr. Kelly

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

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

I trust this reflects our discussions.

Sincerely,

Greg Stuart  
Director of Human Resources

## **Human Rights**

Mr. Brian Kelly  
President CAW Local 103

Dear Mr. Kelly

RE: Human Rights

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

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

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

I trust this accurately reflects our discussions.

Sincerely,

Steve Carmichael  
President

## **Letter of Understanding**

### **Medical Forms**

April 22, 2008

Mr. B. Kelly  
President  
CAW Local 103

This letter is in reference to the discussions during the 2008 round of bargaining with regard to the payment of Company/Carrier requested medical forms. To clarify the previous LOU dated January 20, 2003, it was agreed that the Company would bear the cost of any medical forms necessary for the ongoing adjudication of a claim, except for the initial "Part B" form when an employee is applying for Weekly Indemnity Benefits.

I trust this accurately reflects our discussions.

Greg Stuart  
Director Human Resources

## **Letter of Understanding**

### **Northern Clerks**

December 12, 2015

Joanne St. Cyr  
Unit Chair Agreement #1  
Unifor Local 103

During the 2014 round of bargaining, the two Rate 3 Clerk positions in Cochrane were discussed. The parties agreed that notwithstanding the existing language in Article 4.11, a cross bid will be allowed when a permanent vacancy occurs in one of these positions.

I trust this accurately reflects our discussions.

Yours Truly,

I Concur,

---

Greg Stuart  
Interim Director of  
Human Resources  
Ontario Northland

---

Joanne St. Cyr  
Unit Chair Agreement #1  
Unifor Local 103



## **Letter of Understanding**

### **Qualified Staff Bidding on Positions**

November 6, 2015

Joanne St. Cyr  
Unit Chair Agreement #1  
Unifor Local 103

Dear Ms. St. Cyr:

During the 2014/2015 round of negotiations the company discussed the need to have qualified clerical staff bidding on positions. In order to assist this effort the employer working with the unit chair is prepared to identify the required skills for each position and to identify and make accessible training for clerical staff.

It is expected that employees who participate in the training and demonstrate their proficiency during that training will be qualified for positions which require those skills. It is also recognized that many clerks gain experience on the job which enhances their skills and prepares them to successfully qualify for higher rated positions in the organization.

For rate 6 positions and above a test will be developed based on the requirements of those positions. Once this test has been developed and agreed to by the unit chair, the appropriate training will be developed and made accessible to all clerical staff. Once this testing has been fully developed, the clerical staff will be given an opportunity to take the test. Upon successfully passing the test, the employee will be deemed to have demonstrated the requirements for promotion to positions in rate 6, 7 and 8 and will have met the requirements of Article 4.1 (b).

I trust this captures the organization's commitment to providing development opportunities for our clerical staff to ensure their success in the organization.

Sincerely,

Greg Stuart  
Interim Director of Human Resources

## **Letter of Understanding**

### **Moosonee Allowance**

December 12, 2015

Andy Mitchell  
President Unifor Local 103  
107 Shirreff Avenue  
North Bay, ON

Dear Mr. Mitchell:

This is to confirm our conversation relating to Ontario Northland Transportation Commission's Policy 6-C-1 "Moosonee Allowance".

Ontario Northland recognizes that the cost of living at Moosonee is somewhat higher than at other Ontario Northland points and that this situation is aggravated by shortage of adequate housing.

The current policy applies to Unifor employees with headquarters in Moosonee and its purpose is to provide, to the fullest extent possible, consistent and equitable treatment for all employees located at Moosonee. Its aims are to compensate those employees for the higher cost of living and to provide an incentive which would encourage experienced employees to consider taking positions at that location.

The current Policy has not been recently reviewed or updated and Ontario Northland commits to reviewing and updating the policy to reflect current conditions and will make any changes retroactively effective January 1, 2016 for any Unifor member.

Yours Truly

Greg Stuart  
Interim Director of Human Resources

## **Grievance Resolution Process**

This will serve to confirm our discussions and agreement reached on October 29, 2015 that any and all grievances that remain outstanding in Agreements #1, #4, #5, #9 and #12 that have been submitted by the Union up to and including October 29, 2015 will at the conclusion of this round of bargaining, follow the process outlined below to final and binding resolve.

1. The parties will meet within the first thirty (30) days following ratification in a grievance resolution process with the view of reaching a resolve on all grievances.
2. Should any grievances remain unresolved:
  - a) The parties agree that Federal Mediation and Conciliation Services of the Labour Program will have the jurisdiction under Section 105 of the Canada Labour Code to hear the matters in dispute and assist the parties in reaching a resolve. The process will begin within the second thirty (30) day period following ratification.

Should any grievance remain unresolved, they may be advanced to final and binding arbitration where the arbitrator will have the jurisdiction per the Agreement and Section 60 of the Canada Labour Code to the matters in dispute.

### **TO&O March 13, 2015**

The parties commit to complete discussion to minimize adverse effects arising out of the above TO&O notice by January 31, 2016.

For the Company:

For the Union

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Greg Stuart  
Interim Director of  
Human Resources  
Ontario Northland

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Andy Mitchell  
President Unifor Local 103

## **APPENDIX “A”**

Included:

**Employee Benefit Plan Supplemental Agreement (Green)**

**Employment Security & Income Maintenance Agreement  
(Blue)**