

AGREEMENT NO. 3

COLLECTIVE AGREEMENT

between

ONTARIO NORTHLAND RAILWAY

and

**TRANSPORTATION
COMMUNICATIONS
INTERNATIONAL UNION**

89/07/01
92/06/30

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INDEX

Article No.		Page No.
7	Assigned Rest Days	11
13	Assistance or Relief for Employeeswhen Overworked	27
24	Attending Court	33
30	Bereavement Leave	47
3	Bulletiningand Filling Positions	5
17	Continuation of Benefits	29
9	Communications Maintainers	17
11	Construction Forces	24
31	Deduction of Union Dues	48
	Definitions & Interpretations	2
4	Displacement & Recall	8
32	EmploymentSecurity and Income Maintenance Plan	51
23	Examinations	33
33	Final Settlementof Disputes without Stoppage of Work	51
27	General Holidays	38
21	Grievance Procedure	31
16	Headquarters	28
29	Health and Welfare	47
6	Hours of Service, Rest & Meal Periods	10
12	Installers	26
24	Jury Duty	34
22	Leaveof Absence & Free Transportation	32
19	Life InsuranceUpon Retirement	30
10	Linemen	21

Article No.		Page No.
15	Movement of Household Effects & Free Transportation	28
8	Overtime & Calls	15
	Preamble	1
34	Rates of Pay	52
18	Relief Work	29
1	Scope	2
2	Seniority Status & Lists	3
25	Service Papers	34
34.6	Students	56
20	Suspension for Investigation	30
26	Telephone Department Employees	35
14	Transfer at Railway's Request or in Exercise of Seniority Rights	27
28	Vacations	40

PREAMBLE

The following rules and rates of pay shall govern the employees in the Telecommunications Branch as listed herein on the Ontario Northland Railway.

The rates of pay for additional positions established shall be in conformity with the rates of pay for comparable positions of the same class shown in this Agreement and currently occupied. Such rates shall be subject to immediate review by the proper officer of the System on request of the General Chairman.

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 System and the General Chairman, with the object of reaching an agreement of revised rates to maintain uniformity for positions on which the duties and responsibilities are relatively the same. Reduction in the basic rate of pay for any position will be made only when a permanent vacancy occurs in such position, and the amount of such reduction shall be applied to increase the basic rates of pay of other existing positions where an increase is required to bring the basic rates of pay of such positions in conformity with those of positions of which the duties and responsibilities are relatively the same.

DEFINITIONS AND INTERPRETATIONS

“System” shall mean the Ontario Northland Railway.

“General Manager” shall be understood to mean the Chief Operating Officer of the System.

“General Chairman” shall mean the General Chairman of the “Union”.

INTERPRETATION

Any question of interpretation which may arise will be adjusted by the General Chairman with the General Manager.

ARTICLE 1

Scope

1.1 Employees assigned to service in the Telecommunications Branch within those classifications listed in the schedule of wages attached to and forming part of this agreement, or who are regularly required to devote any portion of their time to work performed within those classifications, and all other classifications in the Telecommunications Branch as certified by the Ontario Labour Relations Board with additions or deletions as may be mutually agreed to from time to time, shall be considered as coming within the scope of this agreement.

Interpretation

Supervisory employees will not be used to do work covered by this schedule at any time when qualified employees in the Telecommunications Branch are reasonably available. When all efforts to meet the situation by employees are exhausted, Supervisory employees may be used in emergency.

1.2 Employees will have the exclusive right to all positions incorporated in the accompanying Wage Schedule and any employees' positions subsequently added in accordance with the preamble, and/or Article 1.1, also to any new employees' positions created by the absorption of other lines when vacancies in such positions occur. When newly constructed lines are taken over, all employees' positions on such lines will be considered vacant and any employee in line for promotion to them will have fifteen (15) days within which to make application for same.

ARTICLE 2

Seniority Status and Lists

2.1 The right of promotion of employees in the various groups specified in the schedule of wages appended hereto and forming part of this Agreement shall extend over the entire Telecommunications system and shall be governed by merit, fitness and ability. Where these are sufficient, the senior employee shall be given the preference.

2.2 (a) When an employee is offered an official or other position by the System not covered by this schedule, it is not obligatory upon him/her to accept. If he/she does so and an understanding is reached between him/her and the Director Telecommunications Services, confirmed through the General Chairman, he/she may retain rights to the position previously held for a period of six months. If he/she remains in such official or other position beyond six months, his/her previous position will be bulletined at once, but he/she may retain his/her standing on the seniority list. A person released from an official or other position after the six month period may only bid in vacancies occurring within the seniority group from which promoted or work spare.

(b) The assignment held by an employee granted leave of absence to act as full time representative of the employees will, subject to the approval of the General Manager, be protected during period of such leave, but during this period the employee concerned will be allowed to bid on other positions.

2.3 If an employee is granted leave of absence from the System, concurred in by the General Chairman, for a period of six months or less, he/she may retain his/her position for that period. If his/her leave of absence is extended beyond six months, his/her position will be bulletined vacant at once and he/she may retain his/her seniority for an additional six months after which he/she loses all rights. This is not intended to apply to cases of sickness and/or disability which are, in the opinion of the Director Telecommunications Services and the General Chairman, bona fide.

2.4 Seniority of employees in each group covered by this Agreement will date from the time they last entered the service in such group; it being understood that employees temporarily out of employment on account of staff reductions will not forfeit their seniority, provided they are available when required.

2.5 A new employee shall be on a six months' period of probation from date of employment and if retained beyond this period will then rank on the seniority list from the date first employed in a position governed by this Agreement. In the meantime, unless removed for cause, which in the opinion of the System renders him/her undesirable for its services, the employee will be regarded as coming within the terms of this agreement.

2.6 Occasional employees who are used when regular relief employees are not available will not establish seniority until they have fifteen (15) continuous days of service. Assigned days off not to be counted.

2.7 Lists of employees showing their seniority standing will be kept on file open to the inspection of all employees concerned. These lists will be subject to correction on proper representation from any employee, jointly to the Director Telecommunications Services and the General Chairman and a copy of same, corrected to date, will be furnished to the General Chairman at the beginning of each year.

2.8 When two or more employees are employed on the same day, their seniority standing will be determined by the time they start work and they will be considered senior in the order shown on the list.

2.9 Seniority protests by employees shall be invalid unless filed jointly with the Director Telecommunications Services and General Chairman within one year from date of first publication of the name in the official seniority list.

2.10 No change shall be made in existing seniority status unless concurred in by the General Chairman.

ARTICLE 3

Bulletining and Filling of Positions

3.1 All vacancies and appointments for sixty days or more shall be identified as temporary or permanent and bulletined over the entire system within each seniority group with a copy to the General Chairman. A position bulletined as temporary after having been continuously established for one year shall be bulletined as a permanent position, unless

it is known at the time that the position will only continue to be required temporarily; if it is known prior to the expiration of one year that the position will be required permanently it shall be **so** bulletined except in case of sickness.

3.2 When vacancies are bulletined, the bulletins shall be numbered consecutively each year and shall state whether permanent or temporary and the rate of compensation. Applications for vacancies must be filed within ten (10) calendar days from date of bulletin and date of bulletin must coincide with date of first transmission.

EXAMPLE: A bulletin transmitted on the first of the month would expire at 12:00 midnight on the 11th.

3.3 Employees applying for a position advertised may, if they **so** desire, cancel their application by wire within fifteen days from the date of advertising of the vacancy; should the senior applicant withdraw or not receive the appointment, the next senior qualified applicant who has not withdrawn will then be appointed without another bulletin being issued advertising the vacancy. After such period of fifteen days a request to cancel or withdraw his/her application will not be considered and the position from which he/she is transferring will be immediately advertised and he/she cannot again bid in his/her former position until it again becomes vacant. Senior applicant who has not withdrawn within fifteen days from date of vacancy bulletin must take the position within thirty days of vacancy bulletin or go on the spare list. Once an application for a position advertised has been withdrawn, the withdrawal cannot be cancelled.

3.4 When a vacancy occurs the appropriate officer will fill same by appointing the senior employee who is, in his/her opinion, entitled to it, but this will not

prevent any employee senior to the employee so appointed claiming his/her right to the position under Article 2.1 hereof, provided he/she files his/her protest within ten calendar days after the appointment has been bulletined as above.

3.5 An employee declining to accept promotion in any instance does not forfeit his/her right to the same or any other position he/she may be entitled to under seniority when a vacancy occurs. An employee on leave of absence when a vacancy occurs will not be debarred from claiming position and receiving the appointment if entitled to it, providing that such claim is made within twenty (20) days from date of vacancy bulletin. The General Chairman will be advised of all appointments made.

3.6 A vacancy will be filled within thirty (30) calendar days after date of vacancy bulletin by appointment of the employee entitled to it. Such employee not placed within forty-five (45) calendar days from date of vacancy bulletin through no fault of his/her own, will thereafter be paid at the rate of the position held or the position to which transferring, whichever is the higher, and allowed reasonable actual expenses incurred because of such delay upon producing vouchers.

3.7 Employees holding established positions in any office will have the right to do temporary work in such office in accordance with their seniority without affecting their permanently established positions, and will revert thereto when the temporary work is finished, unless they have been appointed to another office, and provided that the exercise of privilege under this rule will not involve the system in extra expense for overtime or otherwise. When a temporary position is bulletined in an office it will not be necessary for established employees in such of-

office to apply for same, but the filling of positions may be rearranged among the employees in the office according to seniority. This shall not apply to Long Distance Supervisors.

3.8 Within fifteen (15) calendar days after their appointment, regular swing employees may elect as their Headquarters Station one of the stations in which they perform regular swing relief service, and in such office will have the right to do temporary work in accordance with their seniority. The Headquarters Station will not be changed except in a case of a change in the consist of the swing position after a choice has been made or when a vacancy results in another employee being assigned to the swing position.

3.9 When an employee is assigned to a position and after a trial is found incompetent, he/she will take his/her place on the extra list, retaining his/her seniority rights.

ARTICLE 4

Displacement and Recall

4.1 Except as otherwise provided when a permanently established employee is displaced or his/her position is abolished, he/she must, if his/her seniority entitles him/her thereto, displace the junior permanently established employee, or the junior temporarily established employee, in the order named or, at his/her option, work spare.

4.2 Except as otherwise provided, when a temporarily established employee is displaced, or his/her position is abolished, he/she must, if his/her seniority entitles him/her thereto, displace the junior temporarily established employee or work spare.

4.3 Employees affected by the operation of Articles 4.1 and 4.2 must make application to their supervisor within five days or forfeit the right to displace established employees, and the supervisor will, upon such application, advise employees affected what positions they are entitled to.

4.4 Senior spare employees will be kept working in preference to junior spare employees, if, in the opinion of the Supervisor, they are capable.

4.5 If a permanent position is abolished, the employee who last held same, if in the service and available will retain exclusive right to that position if reopened within one year. This is not intended to give such employee protection in his/her former position in preference to senior employees who may have been reduced from other positions and have not been appointed to other permanent positions.

4.6 In case the number of permanent employees working in any office is reduced, the employee or employees who have bid in temporary positions, or junior permanent employees, will, in the order named, first be dispensed with and the employees remaining in such office shall, according to seniority, take their choice of the remaining positions. This does not apply to positions of swing employees working less than full time in that office.

4.7 The exercise of choice of positions as provided for shall not involve the System in the payment of any punitive overtime as a consequence of the employee working in excess of eight hours within twenty-four hours.

4.8 An established employee will be entitled to any spare work there may be in the office from which he/she is displaced at the time of displacement.

4.9 Not less than 10 working days' notice (5 days in the telephone operators' group) will be given when regularly assigned positions are to be abolished, except in the event of a Strike or a work stoppage by employees in the railway industry, in which case a shorter notice may be given.

ARTICLE 5 - Left Blank

ARTICLE 6

Hours of Service, Rest and Meal Periods

6.1 (a) Except as otherwise provided, eight (8) consecutive hours' service shall constitute a day's work, and may be extended to include one (1) hour for meals.

(b) When a meal hour is established, time in which to eat shall be allowed between the end of the fourth hour and the beginning of the seventh hour after starting work, unless otherwise locally arranged.

(c) If an employee is required to work during his/her meal hour such time worked shall be paid for at the overtime rate, and 20 minutes for lunch, without deduction in pay, shall be afforded at the first opportunity. Time waiting or travelling on public transportation, on which meal service is available, during regular meal periods is not considered work time.

6.2 Except in cases of emergency, employees will have eight (8) consecutive hours' rest in each twenty-four (24) hours.

6.3 Except as otherwise provided, the regular hours of duty of employees (except swing employees who when working the regularly assigned hours of employees whom they relieve on the assigned rest days will not receive overtime pay) will be specified by the Director Telecommunications Services and will be the same on all days of the week.

6.4 If required for service on any day outside of regular hours of duty employees will **be** given official order as authority and excused in the same manner.

6.5 Employees called before their regular hours of duty and who have not had an opportunity to secure breakfast will be allowed twenty (20) minutes, without **loss** of pay, as soon as possible after regular starting time for the purpose. Employees working a straight eight (8) hour trick will be allowed twenty (20) minutes for lunch without deduction in pay, and as opportunity affords, provided they are available in case of emergency during such period.

6.6 Exchange of shifts in the same office for short periods of time may be made when justified but only with the approval of the Supervisor.

6.7 No deduction will be made for time lost in making transfers in cases of bona fide sickness of an employee and/or annual vacation.

ARTICLE 7

Assigned Rest Days

7.1 Unless otherwise excepted herein, a work week consists of forty hours of five days of eight hours each with **two** consecutive rest days in each seven subject to the following modifications. The work week may be staggered in accordance with the System's operational requirements. This clause shall not be construed to create a guarantee of any number of hours or days of work not elsewhere provided for in this Agreement.

7.2 Employees' rest days are subject to change in accordance with the requirements of the service and not less than **seventy-two** hours' notice shall be given employees affected.

7.3 If owing to such change in his/her rest days off duty, an employee is required by the System to work more than five days per week, he/she will be paid overtime as per Article 7.10 for such days.

7.4 The rest days shall be consecutive as far as is possible consistent with the establishment of regular relief assignments and the avoidance of working an employee on an assigned rest day. Preference shall be given to Saturday and Sunday and then to Sunday and Monday.

7.5 In any dispute as to the necessity of departing from the pattern of two consecutive rest days or for granting rest days other than Saturday and Sunday or Sunday and Monday, it shall be incumbent on the System to show that such departure is necessary to meet operational requirements and that otherwise additional relief service or working an employee on an assigned rest day would be involved.

7.6 On positions where it is not reasonably practicable to provide regular relief each week, one rest day, for which relief is not provided, may be accumulated and granted at a later date. Such accumulation shall not exceed five days and rest days so accumulated shall be allowed consecutively when five days have been accumulated. However, the accumulation of a greater number of rest days and their allowance at longer intervals may be arranged by mutual agreement between the officers of the System and the General Chairman.

Positions on which rest days are to be accumulated shall be so bulletined.

7.7 In the event that a situation arises which makes it impracticable to assign consecutive rest days to all employees, the following procedure shall be followed:

(a) All possible regular relief positions shall be established pursuant to Article 7.9.

(b) Possible use of rest days, other than Saturday, Sunday or Monday, where these may be required under this Agreement, to be explored by the parties.

(c) Accumulation of rest days under Article 7.6 shall be considered.

(d) Other suitable or practicable plans which may be suggested by either of the parties shall be considered and efforts made to come to an agreement thereon.

(e) If the foregoing does not solve the problem, then some of the relief or extra employees may be given non-consecutive rest days.

(f) If, after all the foregoing has been done, there still remains service which can only be performed by requiring employees to work in excess of five days per week, the number of regular assignments necessary to avoid this may be made with two non-consecutive days off.

(g) The least desirable solution of the problem would be to work some regular employees on the sixth or seventh days at overtime rates and thus withhold work from additional relief employees.

7.8 In naming the assigned rest days, where the hours of an assignment overlap at midnight and partially cover two calendar days, the calendar name of the day on which the assignment commences shall be used to determine the name of the day assigned; and the continuous twenty-four hour period as from the starting minute of the commencement hour of the assignment shall be substituted for such calendar day.

7.9 (a) All possible regular relief assignments with five days' work per week and ~~two~~ consecutive rest days (subject to Article 7.7) shall be established to perform necessary relief work or to perform relief work on certain days and such types of other work on other days as may be assigned within the same classification or as mutually agreed between the System and the General Chairman.

(b) Regular relief assignments may, on different days, have different starting times, duties and work locations, provided such starting times, duties and work locations are those of the employee or employees relieved.

(c) Regular swing employees shall be appointed to perform relief service on such regularly assigned rest days as may be arranged and for such service may be required to travel within reasonable limits without expense to the System other than their monthly salaries, which shall be at the rates averaging the monthly salaries of employees whom they regularly relieve.

(d) When the consist of a swing assignment is changed, the swing position shall not be re-bulletined unless more than fifty percent of the shifts previously relieved are affected, except as may be mutually agreed between the officers of the System and the General Chairman.

7.10 Except as otherwise provided, employees assigned, notified or called to work on their regularly assigned rest days shall be paid at the rate of time and one-half with a minimum allowance of three hours for which three hours service may be required; except that if required to work a full day within their regularly assigned hours of duty the provisions of Article 8.1, 8.4 and 8.5 will apply.

ARTICLE 8

Overtime and Calls

8.1 Except as otherwise provided, time in excess of eight hours' service (exclusive of meal period) shall be considered overtime and shall be paid on the actual minute basis at the rate of time and one-half time.

8.2 Work in excess of forty straight-time hours, or five days in any work week, shall be considered overtime and paid at the rate of time and one-half time, except where such work is performed by an employee due to moving from one assignment to another other than at the order of the System or to or from an extra or laid off list or where rest days are being accumulated under Article 7.6.

8.3 There shall be no overtime on overtime, neither shall overtime hours paid for, other than hours not in excess of eight paid for at overtime rates on holidays or for changing shifts, be utilized in computing the forty hours per week, nor shall time paid for in the nature of arbitrables or special allowances such as attending court, deadheading, travel time, etc., be utilized for this purpose except when such payments apply during assigned working hours in lieu of pay for such hours, or where such time is now included under existing rules in computations leading to overtime.

NOTE: The term "work week" for regularly assigned employees shall mean a week beginning on the first day on which the assignment is bulletined or scheduled to work.

8.4 For calls outside regularly assigned hours of duty on regular working days, but within one hour before regularly assigned starting time, a minimum, of one hour at time and one-half shall be allowed

for one hours' service or less. For calls more than one hour before, but continuous with, the regularly assigned starting time, time and one-half time will be allowed for the actual time worked.

8.5 Except as otherwise provided, employees notified or called to perform work not continuous with, before or after the regularly assigned hours of duty shall be allowed a minimum of three hours at time and one-half time for three hours' work or less, and if held on duty in excess of three hours, time and one-half time shall be allowed on the actual minute basis.

8.6 When an employee is called to perform work in accordance with Article 8.5, any subsequent and related or unrelated troubles that occur during this three hour period will be repaired and considered part of the first callout. However, if the employee has been released from duty before being notified of the subsequent problem this will be considered a second callout except when directly related to the repairs effected during the first callout.

8.7 Employees required by the system for duty on regularly assigned rest days will be given as much advance notice as possible but not later than the preceding day.

8.8 Where work is required by the System to be performed on a day which is not a part of any assignment, it may be performed by an available extra or unassigned employee who will otherwise not have forty hours of work that week. In all other cases by regular employee.

8.9 Overtime will not be allowed unless overtime tickets are mailed to the proper officer within forty-eight hours from the time the service is performed. If overtime as claimed is not allowed, employees,

will be notified in writing within ten calendar days from the date the overtime ticket is received by the proper officer, setting forth the reasons for disallowance.

8.10 All overtime earned shall be shown on pay cheques as a separate item.

ARTICLE 9

Applicable to Communications Maintainers Only

9.1 There shall be two classifications in this group as follows:

(a) Qualified Communications Maintainers.

This group shall consist of employees who have served a three year apprentice period in this work or have equivalent experience and who have qualified and have been appointed to Maintainers' positions. (Hereinafter they shall be referred to as Maintainers.)

(b) Apprentice Communications Maintainers.

These shall consist of employees who are serving their apprenticeship. (Hereinafter these shall be referred to as apprentices.)

9.2 Seniority list

A separate seniority list combining the employees in classifications 1(a) and 1(b) above will be maintained for this group.

9.3 Appointments

(a) When a Maintainer's position becomes vacant, the senior Maintainer who applies for the position will be appointed. If the employee so appointed has not the knowledge or skill required for this position, the System will provide training for a reasonable period for the employee to become proficient in the

work. If after such training as determined by the System the employee is found to be incompetent, he/she will revert to the spare list in accordance with Article 3.9.

(b) If there are no applications for the vacant position from the Maintainer classifications, the senior applicant from the apprentice classification will be designated. The designated Apprentice will automatically be appointed to the position when he/she qualifies as a Maintainer.

(c) If an employee accepts specialized training, he/she may be required, at the option of the system, to serve in the position covered by the training for a period of up to one year, to commence on the completion of the specialized training. If during the one year period he/she is the successful applicant for another position, he/she will be allowed to take up that position at the completion of the one year period. His/her position will not be advertised until that time. When this article is invoked by the company the provisions contained in the second sentence of Article 3.6 will not apply.

9.4 Transfer of Telecommunications Employees to This Group.

When additional employees are required in this group, employees in the Telecommunications Branch who are covered by this Agreement will be notified by bulletin of the positions to be filled. Applicants with the necessary qualifications will be given consideration for transfer in the order of seniority in the service of the System. In order to qualify for the position they will be required to pass an appropriate examination, the details of which will be supplied at any time to any interested employee. If there are no successful applicants who can be transferred to this group, the System will be free to recruit elsewhere.

(a) If an applicant is transferred to this group and within six months or less does not show sufficient aptitude for the work, he/she will revert to his/her former group and the vacancy so created will be filled on the basis of the original bulletin.

(b) Employees transferred from other groups of this Agreement may retain their seniority on the list from which they transferred for a period not exceeding twelve (12) months. Should the employee revert for any reason to his/her former group he/she will be entitled to displace the junior permanently established employee in that group or the junior temporarily established employee, in the order named, or at his/her option work spare. During the trial period such employee will not be considered as in line for filling of positions or vacancies in the group from which transferred.

(c) At the end of the said twelve (12) month period, employees transferred to this group shall be considered permanent employees in this group and their names shall be removed from the list on which formerly carried.

9.5 Hours of Service

Assigned hours of duty for each employee will be established (not necessarily the same hours for each day of the week) subject to the provision of Articles 9.8 and 9.11.

9.6 Service on Assigned Rest Days and Holidays.

Employees required to work on their regularly assigned rest days shall be paid at the rate of time and one-half time with a minimum allowance of three hours for which three hours service may be required.

9.7 Travelling and Waiting Time

(a) Time waiting and travelling outside of assigned hours will be paid for at pro rata rates except that time spent travelling in or on company work vehicles (including track motor cars, telecommunications vehicles and employees' automobiles when authorized) will be considered as time worked. When waiting or travelling by public transportation, on which meal service is available, one hour without pay shall be allowed for each regular meal period.

(b) When away from headquarters waiting time will not be paid if hotel or sleeping accommodation is provided.

(c) When a train berth is provided, travelling time will not be paid.

(d) This Article 9.7 does not apply to travelling associated with training which is covered by company policy.

9.8 Duties

Employees herein may be required to perform any duties connected with the operation and maintenance of the Telecommunications plant.

9.9 Left Blank Intentionally

9.10 Expenses

When employees covered herein are required to leave designated headquarters in the performance of their duties, all necessary expenses will be allowed. (See Letter of Understanding)

9.11 Apprentices

(a) The System will provide reasonable facilities and training to enable apprentices to become qualified maintainers within their normal apprentice period of three years. During this period they may

be assigned to any duties including the relieving of regular maintainers in order to provide for the necessary experience and job training.

(b) Assignment of hours and duties will be made as required as part of their training programme.

9.12 Rate of Pay for New Employees

New employees or employees entering this group with previous experience and who have sufficient knowledge of communications equipment and plant operations may qualify for any of the specified rates, the System to be judge of their qualifications.

9.13 Where practicable, junior qualified employees will be used for work away from headquarters in preference to senior employees, unless senior employees desire such work; the System to be the judge of qualifications. The operation of this rule will not involve extra expense to the System. This does not apply to employees whose assignment includes work away from headquarters, or to the assignment of junior employees for training purposes.

ARTICLE 10

Applicable to Linemen Only

10.1 The working hours of Linemen will be regular and will not exceed eight consecutive hours per day exclusive of meal hour. When the conditions of the service require, the working hours may be re-assigned with 72 hours notice.

10.2 Linemen whose assigned hours include a meal hour will be allowed sixty (60) consecutive minutes for a meal commencing between 7:00 a.m. and 8:00 a.m., 12 noon and 1:00 p.m., 5:30 p.m. and 6:30 p.m. or receive in lieu thereof one hour's pay at pro rata rate and twenty (20) minutes without loss of pay in which to eat shall be afforded at the

first opportunity. If a meal period is assigned between the hours of 10:00 p.m. and 6:00 a.m., it shall commence during the fourth hour after the start of the tour of duty and shall be governed by the above conditions. When waiting or travelling on public transportation, on which meal service is available, one hour without pay will be allowed for each regular meal period.

10.3 A Lineman will be allowed actual reasonable expenses while away from headquarters.

10.4 Seniority of Linemen will date from the time of their last appointment as Linemen.

10.5 A relieving Lineman selected and who, by merit and ability, is competent to do the work of a regular Lineman will accumulate seniority from the time he/she is appointed to the position of Relieving Lineman, provided he/she is available for service when required. A relieving Lineman will be paid at least the minimum rate of regular Lineman. The rights of promotion of relieving Lineman to the position of regular Lineman will extend over the entire system, and will be governed by merit and ability and where these are sufficient, the senior relieving Lineman will be given preference. A relieving lineman who fails to bid a permanent position of lineman will thereafter rank junior on the linemen's seniority list to the person appointed to such position.

10.6 A relieving Lineman taking the position of a regular Lineman in the exercise of his/her seniority will not be paid for time lost travelling unless when used for a series of reliefs in continuous service, when there will not be any lost time on account of travelling from one relief point to another, but such employee shall not be paid for travelling from home

headquarters to the first relief, nor for travelling from the last relief back to home headquarters.

10.7 Linemen may be assigned to the inspection, maintenance, repair and installation of signal equipment as part of their regular duties, and for the actual time engaged on such work they will be paid a differential of five (5) cents per hour with a minimum of three (3) hours for any portion of the day so employed.

10.8 " If a lineman is called upon to take charge of a crew of five or more employees, he/she will receive the Line Gang Foreman's rate of pay."

10.9 The position of Foreman of Extra Line Gangs will be filled from the ranks of Regular Linemen. Where merit and ability are sufficient, seniority will govern. Such positions will be bulletined for a period of ten days and where no applications are received, the junior qualified regular lineman will be assigned. The lineman assigned to the position of Extra Gang Foreman will receive the rate of his/her regular lineman's position, with an addition of thirty-two cents (32¢) per hour, plus actual living expenses away from his/her headquarters position. Time on duty in excess of eight hours will be computed on a minute basis and paid for at the rate of time and one-half.

10.10 Regular linemen may exercise their seniority in filling bulletined temporary line gang foremen's vacancies of sixty days or more and upon completion of such temporary assignments will revert to their regular positions.

10.11 A regular lineman who is required to perform the functions of a Cable Splicer for periods of ten consecutive working days or more or who performs

the functions of a Cable Splicer for the majority of days in any period of ten consecutive working days will be paid the Cable Splicer-Lineman's rate of pay for such periods.

10.12 Employees required to work sixty-five (65) feet or more and up to two hundred (200) feet above ground or water level, on poles, radio antennae and/or microwave towers or bridge structures, shall be paid their regular wages and, in addition, will receive pro rata rate for all time worked thereon with a minimum bonus payment of one (1) hour for which one (1) hour's service may be required. For heights of more than ~~two~~ hundred (200) feet, a minimum bonus payment of two (2) hours at pro rata rate will apply, for which ~~two~~ (2) hours' work may be required.

10.13 Employees required to work on high voltage hydro power transmission lines shall be paid their regular wages and, in addition, will receive pro rata rate for all time worked thereon with a minimum of one hour for which one hour's service may be required. Work on Ontario Northland lines strung below power transmission lines on hydro poles does not constitute work on high voltage lines under this Article.

ARTICLE 11

Applicable to Construction **Forces Only**

11.1 Seniority

(a) Separate seniority lists will be maintained for the following classifications:

- (1) Construction Linemen
- (2) Groundmen
- (3) Cable Splicers

* These classifications not presently used

(b) Seniority will date from date of last entry to service in a position in the construction group.

(c) An employee laidoff shall retain seniority standing for one year but if no service is performed during a twelve month period he/she shall be considered as out of the service and dropped from the seniority list. This not to apply to employees on sick leave.

(d) Regular linemen who may be displaced by reduction of staff or other cause shall have the right to any position in the construction forces to which their seniority entitles them.

(e) Seniority lists shall be revised in January of each year and copy made available for information of employees in the gang.

11.2 One hundred twenty-five (125) days for which compensation is received will constitute six months' service.

11.3 When employees covered herein are required to leave designated headquarters in the performance of their duties, and room and meals are not supplied, actual reasonable expenses for board and lodging will be allowed.

11.4 Employees required to work sixty-five (65) feet or more and up to two hundred (200) feet above ground or water level, on poles, radio antennae and/or microwave towers or bridge structures, shall be paid their regular wages and, in addition, will receive pro rata rate for all time worked thereon with a minimum bonus payment of one (1) hour for which one (1) hour's service may be required. For heights of more than two hundred (200) feet, a minimum bonus payment of **two** (2) hours **at** pro rata rate will apply, for which two (2) hours' work may be required.

ARTICLE 12

Applicable to Installers Only

The term Installer used herein applies to all classes of employees in the Installation group.

12.1 (a) The hours of duty of Installers will be 8:00 a.m. to 5:00 p.m. (including a meal hour) Monday to Friday inclusive. A meal hour shall be assigned to each employee and shall be within six hours of the assigned starting time. Article 6.1(c) applies.

(b) When the conditions of the service require, working hours, meal periods and rest days may be re-assigned on seventy-two hours' notice. Change in rest days to be subject to applicable clauses of Article 7.

12.2 Seniority of Installers will date from the time they last entered the service in the installation group. (One seniority list only).

12.3 The present practice of returning employees to their headquarters at week-ends where practicable and economical, will be continued.

12.4 Installers will be allowed actual reasonable expenses while away from their headquarters.

12.5 Time waiting and travelling outside of assigned working hours will be paid for at time and one-half. When waiting or travelling by public transportation, on which meal service is available, one hour without pay will be allowed for each regular meal period.

12.6 New employees or employees entering this group with previous experience may qualify for any of the specified rates of pay; the System to be the **judge** of their qualifications.

12.7 Installers will be given consideration in the appointment of Installation Foreman.

12.8 The position of shop mechanic will be reclassified as Teletype Technician at the rate shown in the salary schedule.

ARTICLE 13

Assistance or Relief for Employees when Overworked

13.1 If an employee considers himself/herself overtaxed, his/her statement to that effect to the proper official will be carefully considered and if well founded relief will be granted.

13.2 At points where employees are overworked or kept on duty an excessive length of time, upon furnishing particulars, a representative of the Director Telecommunications Services will be instructed to go there and look into conditions with the General Chairman or with any representative he may select and if they jointly recommend any change in conditions, it will be arranged.

ARTICLE 14

Transfer at Railway's Request or in Exercise of Seniority Rights

14.1 When an employee is moved by order of the proper officer or in exercising his/her seniority rights, as provided by schedule rules, he/she shall receive free transportation for himself/herself, dependent member of his/her family and household effects, in accordance with the System's regulations. Except as otherwise provided, an employee shall suffer no loss of schedule wages while in transit and in making transfer (rate of pay to be based upon position to which he/she is transferring) and pay for time in

transit shall not be in excess of time actually required by existing train service. He/she will be allowed reasonable time (not to exceed four days and without pay) to arrange for the shipment of his/her household effects.

14.2 When spare employees are used for a series of reliefs in continuous service, and without any loss on time between relieving at one point and then relieving at another, there will not be any lost time on account of travelling from one relief point to another, but such employee shall not be paid for travelling from home headquarters to the first relief nor for travelling from the last relief back to home headquarters.

ARTICLE 15

Movement of Household Effects and Free Transportation

15.1 Employees will be granted transportation of their household effects, and passes or reduced rates, and leave of absence, in accordance with the general regulations of the System as established from time to time.

ARTICLE 16

Headquarters

16.1 Headquarters of spare employees shall be the headquarters of the System, except when such employees maintain a home at a point on the Communications System, when his/her home location will be his/her headquarters.

16.2 Employees whose duties require them to be away from headquarters will be allowed to go home each night if overtime entailed will not exceed the

amount of expenses required to keep them on the line overnight, provided that the work is finished or that they can return before assigned hours commence next day.

16.3 Where an automobile allowance is paid, such allowance shall be:

- 28¢ perkm for the first 4,000 km
- 22.5¢ perkm- 4,001 to 10,700 km
- 18.5¢ perkm - 10,701 to 24,000 km
- 16¢ perkm - over 24,000 km

ARTICLE 17

Continuation of Benefits

17.1 Effective July 1, 1986, employees retiring from the service prior to age 65 will have their Life Insurance, Dental Plan and Extended Health Care Plan continued until they attain the age of 65.

ARTICLE 18

Relief Work

18.1 An employee required to leave his/her assigned location to do relief work temporarily will be allowed all necessary expenses on production of vouchers and will be paid the rate of his/her assigned position or that of the position relieved, whichever is the higher.

18.2 Other employees doing relief work, except regular relieving employees, will be paid the same wages, without expenses, as the employees they relieve, provided that such wages are not less than their own.

ARTICLE 19

Life Insurance Upon Retirement

19.1 An employee who retires from the service with a company pension will be entitled, upon retirement, to a \$6,000.00 life insurance policy, fully paid up by the company. If retirement on pension is earlier than age 65 and an employee's term life insurance is extended to age 65, the paid up policy will be provided at age 65.

ARTICLE 20

Suspension for Investigation

20.1 No employee shall be suspended (except for investigation), discharged or disciplined until his/her case has first been investigated and he/she has been proven guilty of the offence charged against him/her, the decision in such case to be given as soon as possible but not exceeding ten (10) calendar days from date of suspension. If an employee is found blameless in the matter under investigation, he/she shall be paid at schedule rate for the time lost and extra expenses while attending such investigation, if away from home, and be reinstated. If 'detained more than ten calendar days awaiting result of investigation at the System's instance, he/she shall be paid schedule wages for the time in excess of ten days whatever the decision might be.

20.2 Employees are to be given reasonable advance notice of an investigation and may have the assistance of a fellow employee if they so desire who may be present at the examination of all witnesses. Upon request, the District Chairman or the General Chairman will be given results of an investigation in writing, together with copies of statements signed by witnesses at the investigation.

ARTICLE 21

Grievance Procedure

21.1 A grievance concerning the interpretation or alleged violation of this agreement, or an appeal by an employee who believes that he/she has been unjustly disciplined shall be processed in the following manner.

STEP 1 -- Within 28 calendar days from the date of cause of grievance the employee and/or the District Chairman may present the grievance orally or in writing to the immediate supervisor, who will give a decision as soon as possible but in any case within 28 calendar days of receipt of grievance. If the grievance is presented in writing the decision will also be given in writing.

STEP 2 -- Within 28 calendar days of receiving the decision under Step 1, the District Chairman or the General Chairman may appeal the decision in writing to the Manager Operations.

The appeal shall include a written statement of grievance and where it concerns the interpretation or alleged violation of the collective agreement the statement shall identify the article and paragraphs of the Article involved.

A decision will be rendered in writing within 28 calendar days of receiving the appeal.

STEP 3 -- Within 28 calendar days of receiving the decision under Step 2 the General Chairman may appeal the decision in writing to the General Manager, whose decision will be rendered in writing within 28 calendar days of receiving the appeal.

21.2 A grievance or appeal which is not settled at the General Manager's level may be progressed for final settlement under the provisions of Article 33.

21.3 Except as provided in Article 21.4 any grievance not progressed by the Brotherhood within the prescribed time limits shall be considered settled on the basis of the last decision and shall not be subject to further appeal. Where a decision is not rendered by the appropriate officer of the company within the prescribed time limits, the grievance may be progressed to the next step in the grievance procedure.

21.4 When a grievance based on a claim for unpaid wages is not progressed by the Brotherhood within the prescribed time limits, it shall be considered as dropped. When the appropriate officer of the company fails to render a decision with respect to such a claim for unpaid wages within the prescribed time limits the claim will be paid. The application of this Article 21.4 shall not constitute an interpretation of the collective agreement.

21.5 The settlement of a grievance shall not under any circumstances involve retroactive pay beyond a period of 90 calendar days prior to the date that such grievance was submitted at Step 1 of the Grievance Procedure.

21.6 The time limits specified in this Article may be extended by mutual agreement.

ARTICLE 22

Leave of Absence and Free Transportation

22.1 Employees will be given leave of absence and free first class transportation to attend their meetings. Such leave of absence will not exceed two days and will only be granted when it will not interfere with requirements of the traffic and the service and provided the System is not put to additional expense.

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

ARTICLE 23

Examinations

23.1 When an employee is required by the company to take a periodic examination in the Uniform Code of Operating Rules and/or is directed to attend rule classes during his/her off-duty hours he/she will be compensated for the time involved on the following basis:

(a) Employees required to take "A" book examinations will receive four hours pay at punitive rate.

(b) Employees required to take examinations on other than the "A" book will receive three hours pay at punitive rate.

The above will not apply to employees directed to attend rule classes as a disciplinary measure, nor will employees be paid for taking rules examinations which they fail to pass to the satisfaction of the rule examiner.

23.2 When an employee is required by the company to take a periodic medical examination during his/her off-duty hours he/she will receive three hours pay at punitive rate for the time involved.

ARTICLE 24

Court and Jury Duty

24.1 Attending Court

Employees attending court or investigation at the request of the proper officer of the System will have

their actual reasonable expenses paid by the System in addition to their scheduled wages. Any fees accruing to the employee will be assigned to the System.

24.2 Jury Duty

An employee who is summoned for jury duty and is required to lose time from his/her assignment as a result thereof, shall be paid for actual time lost with a maximum of one basic day's pay at the straight time rate of his/her position for each day lost, less the amount allowed him/her for jury duty for each such day excluding allowances paid by the court for meals, lodging or transportation, subject to the following requirements and limitations:

(a) An employee must furnish the company with a statement from the court of jury allowances paid and the days on which jury duty was performed.

(b) The number of working days for which jury duty shall be paid is limited to a maximum of sixty (60) days in any calendar year.

(c) No jury duty pay will be allowed for any day for which the employee is entitled to vacation or general holiday pay. An employee who has been allotted his/her vacation dates will not be required to change his/her vacation because he/she is called for jury duty.

ARTICLE 25

Service Papers

25.1 An employee securing employment with the System shall, within thirty days from the date of employment, have returned to him/her all Service Cards and Letters of Recommendation which may have been taken up the System, except any previously issued by the System.

25.2 An employee leaving the service of the System shall, on request in writing, within five days, be furnished with a certificate by the proper official, stating term or terms of service, capacities in which employed and whether discharged or leaving the service of his/her own accord. If discharged, cause of dismissal will be stated. If detained more than five days awaiting such certificate he/she shall be paid schedule wages for all time in excess of five days. Unless otherwise requested, this certificate will be mailed to the employee at the place of last employment.

Penalty payment of wages for delay awaiting the certificate will be limited to a period of thirty days immediately following the date of first request unless the employee can show that he/she has traced unsuccessfully for same during that period.

ARTICLE 26

Applicable to Commercial Telephone Department Employees Only

26.1 The seniority of long distance operators will date from the time they last entered the service as such, it being understood that long distance operators temporarily out of employment on account of staff reductions will not forfeit their seniority, provided they are available when required.

26.2 (a) When a position is bulletined and no application is received within ten days from date of bulletin, junior spare operator will be appointed and will be required to work the position. This operator will not be subject to be displaced except by an operator whose position is abolished.

(b) An operator assigned to a regular night shift position, may, after having worked such assignment

for at least two years, give notice in writing of a desire to revert to a spare position, and, provided there is a junior competent spare operator available who may be assigned in the event that no applications are received for the position, such request will be granted within 30 calendar days of receipt of the notice.

26.3 When positions are abolished or staff reduced, employees affected shall have the right to displace junior employees provided application is made within five (5) days of lay off.

26.4 When the nature of the service is such that relief cannot be given all employees at any point on the specified legal holidays, arrangements will be made to allow holidays off in rotation. Bulletin will be posted in January and July each year showing which employees are to work on the holidays ensuing; and this will be adhered to unless the service demands alteration. This will not be construed to prevent employees making mutually satisfactory arrangements otherwise with the approval of the officer in charge, providing always that the service is protected.

26.5 Assignments of working hours shall not be more than eight (8) hours within a spread of twelve (12) hours. Tricks shall not be split more than once. A relief period of fifteen (15) minutes will be provided in each half trick.

26.6 (a) Persons permitted to enter offices to train as operators will not be permitted to displace regular employees.

(b) If a new operator has completed her/his initial training course, she/he will be assigned a day trick for a period of two (2) weeks and an early evening trick for the second two (2) weeks following which

she/he will be assigned hours in accordance with this Agreement. No regular operator shall be laid off as a result of operator in training being used on a board during the four-week period referred to herein.

26.7 Operators with previous toll operating experience entering the service shall be allowed half of the time so served to apply in arriving at rate at which they will commence, provided that upon interview with supervisor or other officer, previous experience and present ability merit such consideration.

26.8 When employees are placed on the payroll and their service is not continuous, 22 days' work shall be considered equivalent to one month and 125 days equivalent to six months; the second six months' rate to apply after 125 days' service and so on until full rate is attained.

26.9 Chief Operators will be selected from any qualified telephone operator who is suitable to fill the position.

26.10 Left Blank

26.11 The assignment of hours of operators will be made on a rotational basis.

26.12 The assignment of hours and days off will be subject to the operator's experience and ability required to protect the service.

26.13 Temporary assignments of four (4) hours per day may be made but not more than four (4) such assignments at any one time in an office.

26.14 When a regularly assigned operator desires a part day off and it can be arranged, such part day off will not be less than one period of her/his day's work; the relief operator to be paid for the time worked with a minimum of three hours.

26.15 When vacancies of ten (10) days or more created due to vacations, illness or leave of absence are

required by the company to be filled, senior employees will be given the opportunity to claim the positions. The exercising of seniority in these cases will be limited to one move providing that no additional expense is caused to the company.

ARTICLE 27

General Holidays

27.1 An employee who qualifies in accordance with Article 27.2 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	St. Jean Baptiste Day
Day following New Year's Day (Ontario only)	(Quebec only) Dominion Day Civic Holiday
Good Friday	Labour Day
Easter Monday (Substitution for Remembrance Day)	Thanksgiving Day Christmas Day Boxing Day
Victoria Day	

Note - If the Government of Canada designates "Heritage Day" or such other day as a General Holiday, the day so observed by the Government shall be substituted for "the day after New Year's Day" in Ontario and for "the first Monday in August" in the Province of Quebec.

27.2 In order to qualify for pay for any one of the holidays specified in Article 27.1 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 an 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 bonafide 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 12 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 for which the employee qualifies for weekly sickness benefits and authorized maternity leave will be included in determining the 12 shifts or tours of duty referred to in this Clause (c).

27.3 A qualified employee whose vacation period coincides with any of the general holidays specified in Article 27.1 hereof, shall receive an extra day's vacation with the pay to which the employee is entitled for that general holiday.

27.4 (1) (a) An assigned employee qualified under Article 27.2 hereof, and who is not required to work on a general holiday shall be paid eight hours' pay at the straighttime rate of his/her regular assignment.

(b) An unassigned or spare employee qualified under Article 27.2 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 27.4(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 27.6 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 27.4(1) hereof, at a rate equal to one and one-half times his/her regular rate of wages for the actual hours worked by him/her on that holiday with a minimum of three hours for which three 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.

27.5 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.

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

ARTICLE 28

Vacations

28.1 The period of vacation with pay to be allowed shall be based on the number of working days in the service of the railway and available (not laid off)

for service, including vacation period, if any, in a position covered by this agreement during the preceding calendar year and shall be calculated as follows:

(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 compensated 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, effective January 1, 1990, 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 compensated service, shall have his/her vacation scheduled on the basis of one working day's vacation with pay for each $16 \frac{2}{3}$ days of cumulative compensated 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 fourth or subsequent service anniversary date he/she achieves 1,000 days of cumulative compensated 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, effective January 1, 1990, 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 1750 days of cumulative compensated service, shall have his/her vacation scheduled on the basis of one working day's vacation with pay for each 12 1/2 days of cumulative compensated service, 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) hereof.

Note 2: An employee covered by Clause (c) hereof, 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 compensated service; otherwise his/her vacation entitlement will be calculated as set out in Clause (b) hereof. Any vacation granted for which the employee does not subsequently qualify will be deducted from the employee's vacation entitlement in the next calendar year. If such employee leaves the service for any reason prior to his/her next vacation, the adjustment will be made at time of leaving.

(d) Effective January 1, 1990 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 compensated service, shall have his/her vacation scheduled on the basis of one working day's vacation with pay for each 10 days of cumulative compensated 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 foregoing basis until qualifying for additional vacation under Clause (e).

Note 3: An employee covered by Clause (d) hereof, 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 compensated service; otherwise his/her vacation entitlement will be calculated as set out in Clause (c) 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.

(e) Subject to the provisions of Notes 4 and 5 below, effective January 1, 1990, 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 compensated service, shall have his/her vacation scheduled on the basis of one working day's vacation with pay for each $8 \frac{1}{3}$ days of cumulative compensated 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 compensated 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 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 5 days vacation at pro rata rates; or

(b) splitting the vacation on the basis of 25 working days vacation and 5 working days vacation.

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

28.3 A year's service is defined as 250 days of cumulative compensated service.

28.4 An employee who, while on annual vacation, becomes ill or is injured, shall have the right to terminate (temporarily) his/her vacation and be placed on weekly indemnity. An employee who is again fit for duty shall immediately so inform the company officer in charge and will continue his/her vacation if within his/her scheduled dates. If the remaining vacation falls outside the employee's scheduled dates, such vacation will be re-scheduled as may be mutually agreed between the proper officer of the company and the authorized Local Union representative.

28.5 An employee who, due to sickness or injury, is unable to take or complete his/her annual vacation in that year shall, at the option of that employee, have the right to have such vacation carried to the following year.

28.6 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 28.6 does not apply where rescheduling is a result of an employee exercising his/her seniority to a position covered by another vacation schedule.

28.7 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. The days of vacation with pay are regular working days.

28.8 Employees will be compensated for vacation at the rate of pay of their regular positions except that spare employees will be compensated at the rate of pay of the position which they are filling at the time vacation is taken or if not working at such time, at the rate of pay of the position last worked prior to being allowed vacation.

28.9 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.

28.10 In computing service under Article 28.1, days worked in any position covered by similar vacation agreements shall be accumulated for the purpose of qualifying for vacation with pay.

28.11 (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 28.1 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 28.1(a), shall be paid vacation on the basis of one day for each 25 days' cumulative service, or major portion thereof, during the completed portion of his/her year of employment.

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

28.13 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 28.1.

28.14 Applications for vacation filed in January of each year will be given preference in order of seniority of applicants. Applicants will be advised in February of dates allotted to them. January applicants

will be given preference over later applicants and unless otherwise mutually agreed, employees who do **not** apply for vacations in January shall be required to take their vacation at a time to be prescribed by the railway.

NOTE: Split Vacations

(a) Employees with three weeks' vacation or less will be allowed to split their vacation into two portions.

(b) Employees with more than three weeks' vacation will be allowed to split their vacation into a maximum of three portions.

(c) No portion of any split may be for less than one week.

(d) Applications for split vacations must be made in accordance with Article 28.14. In the application, employees will designate as "first choice" the position of the split vacation most critical or most important to them.

(e) All first choices will be satisfied within an office or group, as applicable, in order of seniority, before subsequent choices are considered.

ARTICLE 29

Health and Welfare

29.1 The railway shall provide an employee benefit plan which shall be in accordance with the provisions of the governing supplemental agreement.

ARTICLE 30

Bereavement Leave

30.1 Upon the death of an employee's spouse, (includes common-law spouse), child, parent, grandparent, brother, sister, **step-brother, step-sister, step-parent, father-in-law, or mother-in-law**, the employee

shall be entitled to three days' bereavement leave without loss of pay provided he/she has not less than six months' cumulative compensated service. It is the intent of this Article to provide for the granting of leave from work on the Occasion of a death as aforesaid, and for the payment of his/her regular wages for that period to the employee to whom leave is granted.

ARTICLE 31

Deduction of Union Dues

31.1 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 Brotherhood subject to the conditions and exceptions set forth hereunder.

31.2 The amount to be deducted shall be equivalent to the uniform, regular dues payment of the Brotherhood 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 Brotherhood in accordance with its constitutional provisions. The provisions of this Article shall be applicable on receipt by the railway of notice in writing from the Brotherhood of the amount of regular monthly dues.

31.3 Employees filling positions of a supervisory or confidential nature not subject to all the rules of this Agreement as agreed between the appropriate officers of the railway and of the Brotherhood shall be excepted from dues deduction.

31.4 • Membership in the Brotherhood shall be available to any employee eligible under the constitution of the Brotherhood on payment of the initiation or reinstatement fees uniformly required of all other such applicants by the local lodge or division concerned. Membership shall not be denied for reasons of race, national origin, colour or religion.

31.5 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.

31.6 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.

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

31.8 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.

31.9 The amount of dues so deducted from wages accompanied by a statement of deductions from individuals shall be remitted by the railway to the officer of the Brotherhood as may be mutually agreed by the railway and the Brotherhood not later than 40 calendar days following the pay period in which the deductions are made.

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

31.11 The question of what, if any, compensation shall be paid the railway by the Brotherhood in recognition of services performed under this Agreement shall be left in abeyance subject to reconsideration at the request of either party on fifteen days' notice in writing.

31.12 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 31.1 of this agreement, both parties shall co-operate fully in the defence of such action. Each party shall bear its own cost of such defence except that if at the request of the Brotherhood counsel fees are incurred

these shall be borne by the Brotherhood. Save as aforesaid the Brotherhood shall indemnify and save harmless the railway from any losses, damages, costs, liability or expenses suffered or sustained by the railway as a result of any such deduction or deductions from payrolls.

ARTICLE 32

Employment Security and Income Maintenance Plan

32.1 The provisions of the governing supplemental agreement shall apply with respect to Job Security payments and the Employment Security and Income Maintenance Plan.

ARTICLE 33

Final Settlement of Disputes Without Stoppage of Work

33.1 A grievance concerning the interpretation or alleged violation of this agreement or an appeal by an employee that he/she has been unjustly disciplined which is not settled at Step 3 of the grievance procedure shall be submitted to the Canadian Railway Office of Arbitration for final settlement without stoppage of work. Request for arbitration must be given within sixty (60) calendar days from the date of receiving decision at Step 3 of the grievance procedure.

33.2 Disputes arising out of proposed changes in rates of pay, rules or working conditions, modifications in or additions to the terms of this agreement are specifically excluded from the jurisdiction of the Canadian Railway Office of Arbitration.

ARTICLE 34**Rates of Pay****Weekly Rate, Effective**

	<u>July 1/89</u>	<u>July 1/90</u>	<u>July 1/91</u>
	<u>4.5%</u>	<u>4.5%</u>	<u>5%</u>
34.1 Maintainers			
1st year apprentice	\$ 476.86	\$ 498.32	\$ 523.24
2nd year apprentice	514.51	537.66	564.54
3rd year apprentice	546.68	571.28	599.84
4th year maintainer	595.01	621.79	652.88
5th year maintainer	638.06	666.77	700.11
6th year maintainer	686.38	717.27	753.13
7th year maintainer and thereafter	718.27	750.59	788.12
34.2 Installers			
1st year	477.60	499.09	524.04
2nd year	505.76	528.52	554.95
3rd year	537.33	561.51	589.59
4th year (max. for shop helper)	588.92	615.42	646.19

5th year (max. forteletype technician)	621.27	649.23	681.69
6th year	646.59	675.69	709.47
7th year & thereafter	673.84	704.16	739.37
7th year & thereafter (with qualifying tests)	686.38	717.27	753.13

34.3 Permanent Lineman

1st year	589.55	616.08	646.88
2nd year	648.03	677.19	711.05
Thereafter	677.76	708.26	743.67
Cable Splicer- Lineman	697.87	729.27	765.73
Line Gang Foreman- Lineman's rate plus 32¢ per hour			
Temp. Gang Foreman- Lineman's rate plus \$8.00 per week			
Asst. Foreman- 10¢ per hour over rate paid permanent lineman			

34.4 Construction Linemen

Permanent and temporary (hourly)

	Hourly rate, Effective		
	July 1/89	July 1/90	July 1/91
	4.5%	4.5%	5%
1st 6 months	\$12.681	\$13.252	\$13.915
2nd 6 months	13.047	13.634	14.316
3rd 6 months	13.417	14.021	14.722
4th 6 months	13.994	14.624	15.355
5th 6 months	14.357	15.003	15.753
6th 6 months	14.740	15.403	16.173
7th 6 months	15.092	15.771	16.560
8th 6 months	15.459	16.155	16.963
9th 6 months	15.836	16.549	17.376
10th 6 months & thereafter	16.201	16.930	17.777

• Groundmen

* Cable Splicer

* **Note:** These positions are not presently used. If and when they are again filled, rates of pay will be subject to negotiation.

34.5 Long Distance Telephone Operators

Weekly rates

	Excepted	Excepted	Excepted
Chief Operators			
Supervisors	556.77	581.82	610.91
Operators-			
1st 7 wks. (initial training period)	396.50	414.34	435.06
Next 19 wks.	435.22	454.80	477.54
2nd 6 months	483.28	505.03	530.28
3rd 6 months	491.68	513.81	539.50
4th 6 months	507.15	529.97	556.47
5th 6 months & thereafter	518.41	541.74	568.83

Students

34.6 Students may be hired for the following purposes:

- (1) To provide vacation relief.
- (2) **As** trainees.
- (3) **As** general or gang labourers.

The students rate of pay will be **\$7.25** per hour. Such rate is not subject to general wage increases but may be renegotiated from time to time.

34.7(a) Effective January 1, 1985 employees whose regularly assigned shifts commence between 1400 and 2159 hours shall receive a shift differential of 35¢ per hour, and employees whose regularly assigned shifts commence between 2200 and 0559 hours shall receive a shift differential of 40¢ 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.

(b) For regular work on Saturday and/or Sunday, the employees will be paid a weekend differential of 25¢ per hour in addition to the regular rate of pay.

34.8 (a) Progression to each of the rates beyond the 4th year rate, for **Maintainers** and **Installers**, shall be dependent on the satisfactory performance of the employee consistent with training and experience. If an employee's increase is to be withheld he/she shall be so notified in writing **30** days in advance of the date he/she would normally receive the increase and shall have **30** days in which to qualify.

(b) Should an employee fail to merit an increase in the initial **30** day period, outlined in paragraph (a), he/she is entitled to request and receive another review within **60** days and at **6** month intervals for an additional period of **2** years, and yearly thereafter.

(c) An employee, in order to establish level of performance or qualification when an increase is to be

withheld, or has been withheld in accordance with paragraphs (a) and (b), and who has requested a review, may be required to successfully pass written and/or practical tests conducted by the railway.

Article 35

Negotiations During Term of Agreement

35.1 The parties to this Agreement confirm the desirability of settling by mutual agreement, during the term of this Agreement, any matter that is a source of dissatisfaction to either party, the settlement of which requires a change in such Collective Agreement, and agree to take every reasonable means to resolve any such matter during the term of this Agreement.

If any such matter or matters cannot be settled by mutual agreement, during the term of this Agreement, such matter or matters may be progressed during the next open period of the collective agreement.

Company or Brotherhood proposals to change this Agreement other than major proposals such as wages, vacations, General Holidays, Health and Welfare, etc. May be submitted by the one party to the other at least nine months prior to the termination date of the agreement with the intent that such proposals be resolved before the expiration of the Agreement.



Termination

Except as otherwise indicated the provisions of this Agreement become effective on July 1, 1989, and supersede all previous agreements, rulings and interpretations which are in conflict therewith. It will remain in effect until June 30, 1992 and thereafter until revised or superseded subject to three months' notice by either party at any time after March 31, 1992

Dated at North Bay, Ontario 1st; 27th day of September 1989..

Forthe Employees:

P.A.Gosselin
General Chairman

Forthe Company:

P.A.Dyment
General Manager

February 23, 1982

8390-9

Mr. S.C. Ruttan
General Chairman
Brotherhood of Railway Airline Clerks
Division 135
Porquís, Ontario

Dear Mr. Ruttan:

This will confirm the disposition of certain items discussed in the 1981 Article III negotiation process concerning the Telecommunications Agreement.

1. In response to the union's request for 8-hour shifts for telephone operators, the company preferred to retain the flexibility contained in Article 26.5 but gave assurance that in the administration of the Article, efforts would be made to reduce the spread of hours.
2. In response to the union's request for weekend shift differentials for telephone operators, the company agreed to extend the present shift differential provision to the second portion of split shifts commencing on or after 1600 hours.
3. In response to the union's request for consideration in the area of training, the Plant Superintendent will issue a letter outlining the procedure to be followed in claiming expenses for laundry, telephone and out-of-country Blue Cross coverage. The Plant Superintendent will also outline procedures in connection with travel arrangements for employees to allow them an earlier return home on Friday evenings.

4. The union's request for Bell rates was acknowledged. The company pointed out four specific problem areas:
 - (i) Bell's flexibility to utilize classifications,
 - (ii) The cents per hour application contained in the last settlement,
 - (iii) The effect on O.N.T.C. rates of the cola provision in the present contract, and
 - (iv) The outcome on O.N.T.C. rates of the forthcoming negotiations.

It was the company's opinion that because of the various unknown quantities, a proper comparison could not be made at this time. The company gave a commitment to perform a study using the appropriate Bell classifications in O.N.T.C. plant facilities to obtain a comparison with O.N.T.C. present payroll. The study to be completed within 120 days of the signing of the Master Agreement. Following the study and after all of the unknown factors are clarified, the company is prepared to continue discussions on this item during the closed period of the next contract.

Yours very truly,

R.O. Beatty
General Manager

Montreal, March 5, 1982

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 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 March 5, 1982, 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 the 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 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 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.

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 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 promptly. If he requests a meeting to discuss such contracting, it will be arranged at a mutually acceptable time and place.

Where a Union contends that the Railway has contracted out work contrary to the foregoing and this results in an employee being unable to hold work, the Union may progress a grievance in respect of such employee by using the grievance procedure which would apply if this were a grievance under the collective agreement. Such grievance shall commence at (*), 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,

(Sgd.) W.H. Morin
Vice-president
Labour Relations
Canadian National Railways

(Sgd.) R. Colosimo
Vice-President
Industrial Relations
CP Rail

* ON&CP -the last step of the grievance procedure.

* CN - the Regional Vice-president level (or equivalent).

North Bay, Ontario
April 26, 1982

8000-51G

Mr. A. Passaretti
Vice-president
Brotherhood of Main-
tenance of Way
Employees
Suite 1
1708 Bank Street
Ottawa, Ontario
K1V7Y6

Mr. J.D. Hunter
National Vice-president
Canadian Brotherhood
of Railway, Transport
& General Workers
2300 Carling Avenue
Ottawa, Ontario
K2B7G1

Mr. J.E. Platt
Vice-president
Brotherhood of Railroad
Signalmen
130 Slater Street
Ottawa, Ontario
K1P5H6

Mr. R.C. Smith
National Vice-president
Brotherhood of Railway,
Airline & Steamship
Clerks
2085 Union Avenue
Suite 690
Montreal, Quebec
H3A 2C3

Dear Sirs:

This has reference to discussions during current contract negotiations with respect to the railways' proposal regarding the desirability of undertaking special arrangements for an employee who becomes physically disabled during the course of his employment and is unable to perform the regular duties of his assigned position and is unable to exercise his seniority on a position which he 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 qualifications and ability allow him 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 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 remains on that position except when a senior employee is otherwise unable to hold a position within his seniority group.

Should the disabled employee subsequently recuperate, he 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
Telecommunications Services

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.

North Bay, Ontario
April 10, 1985

9505-4

Mr. P.A. Gosselin
Vice General Chairman
B.R.A.C.

Dear Mr. Gosselin

This is in regard to the Memorandum of Settlement based on the agreement reached at the conciliation meeting held in North Bay on March 25, 1985, and specifically with Article 26.10 which was removed in its entirety from the agreement.

Article 26.10 was removed from the agreement in consideration for allowing three telephone operators at Cochrane and three telephone operators at Timmins to be released for annual vacation at the same time during the period June 1 to September 30.

Yours truly

D.J. Borden
Manager Operations
Telecommunications Services

North Bay, Ontario
December 2, 1987

9510-4A

Mr. P.A. Gosselin
Vice General Chairman BRAC
P.O. BOX 1742
New Liskeard, Ontario
P0J 1P0

Dear Mr. Gosselin

This refers to Article 9.3(c), concerning specialized training and is further to our discussion in this regard on June 16 and 17, 1987.

Specialized training will include training on equipment which is unique or unusual to the area or office in which the employee works. This will include such apparatus as: DMS-10, DMS-200, SA-1, telex exchanges, computer applications, and future equipment or apparatus which may require such specialized training,

Employees who are to be subject to this rule will be so advised prior to the commencement of the "specialized" training.

Your truly

D.J. Borden
Manager Operations
Telecommunications Services

Vacations

VACATION WITH PAY ENTITLEMENT - 1988
Non-operating Unions and Police Association

(a) Vacation will be granted employees in accordance with the following table

No of Years Continuous Employment Relationship at Beginning of Calendar Year	Cumulative Service Requirement (Days) First of Year	Compensated Next Anniversary Date	Vacation Basis for Periods of Cumulative Comp Service (or Major Portion thereof) in Previous Year	Maximum Vacation Entitlement	Look For Service Date in Year
Less than 1			1 day for each 25 days	10 days	
1 & less than 4			1 day for each 25 days	10 days	
4 & less than 10	1,000	1,250	1 day for each 16 2/3 days	15 days	1983
10 & less than 19	2,500	2,750	1 day for each 12 1/2 days	20 days	1977
19 & less than 28	4,750	5,000	1 day for each 10 days	25 days	1968
28 and over	7,000	7,250	1 day for each 8 1/3 days	30 days	1959

***If an employee does not accumulate the required number of days by his/her anniversary date any vacation granted for which the employee did not qualify will be deducted from the next year's entitlement. If the employee leaves the service earlier, the adjustment will be made at time of leaving.**

(b) In the application of the 30 day provision, the company will have the option of scheduling an employee for 5 week's vacation with the employee being paid for the sixth week at pro rata rates or, splitting the vacation on the basis of five weeks and one week.

74