

AGREEMENT NO. 7.1

RATES OF PAY AND RULES

Between

ONTARIO NORTHLAND RAILWAY

and

TEAMSTERS CANADA RAIL CONFERENCE

MAINTENANCE OF WAY EMPLOYEES DIVISION

Expires December 31, 2014

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SECTION 1

Definition of Maintenance of Way Employees

1.1 By Maintenance of Way Employees is meant employees working in the Track and Bridge and Building Departments for whom rates of pay are provided in this Agreement.

1.2 Labourers in extra gangs, unless those engaged practically all year round, shall not be considered as coming under this Agreement.

1.3 The use of the masculine gender in this Collective Agreement includes the feminine and vice versa.

SECTION 2

Hours of Service and Meal Period

2.1 Eight consecutive hours, exclusive of meal period (which shall be one hour unless otherwise mutually arranged) shall, except as otherwise provided, constitute a day's work.

NOTE: See Understanding No. 1

2.2 Regular day shifts shall start at or between 6:00 a.m. and 9:00 a.m.; 5:00 a.m. and 10:00 a.m. for Extra Gangs.

2.3 Notwithstanding the provisions of Clause 2.2, the starting time for employees not living in boarding cars or other mobile units may be established or changed to meet the requirements of the service. When the starting time is to be changed, 48 hours' advance notice will be given to the employees affected and, when practicable, the notice will be posted promptly in a place accessible to such employees. The appropriate Local Chairman and TCRC MWED Director shall be advised of any change in starting time.

2.4(a) Notwithstanding the provisions of Clause 2.2, the starting time for employees living in boarding cars or other mobile units, or for employees who would ordinarily be accommodated in

boarding cars or other mobile units, may be established or changed to meet the requirements of the service. When the starting time is to be changed, as much advance notice as possible, but not later than at the completion of the previous tour of duty, shall be given the employees affected and, where practicable, the notice will be posted promptly in a place accessible to such employees. The appropriate Local Chairman and TCRC MWED Director shall be advised of any change in starting time.

(See Miscellaneous Letters of Understanding, letter dated March 13, 1970 "**STARTING TIME RULES**")

(b) Regular assigned employees shall be allowed straight time for wet or stormy days, provided they remain on duty.

2.5 Any change in starting time is subject to employees being afforded eight hours' rest between tours of duty.

2.6 Where two shifts are worked, the starting time of each shift shall be established to meet the requirements of the service. The provisions of Clauses 2.3 or 2.4, as the case may be, apply in respect of any change of starting time.

2.7 Where shifts are worked in continuous service the second shift relieves the first, the third relieves the second and the first relieves the third; the starting time of the first shift shall be at or between 6:00 a.m. and 8:00 a.m. The provisions of Clauses 2.3 and 2.4 do not apply hereto.

2.8 In changing or establishing starting times, due consideration will be given to the availability of public transportation, when applicable.

2.9 The periods of advance notice in respect of changes in starting time contained in Clauses 2.3 and 2.4 may, by immediate consent between the employees affected and their mutual supervisor, be reduced in any particular situation to meet local conditions. The TCRC-MWED Director will be advised.

2.10 When eight hours of continuous service are required in regular operations, 20 minutes will be allowed in the fifth hour of

service for a meal without loss of pay when the nature of the service permits.

2.11 Employees' time will start and end at designated tool houses, outfit cars or shops. Where local conditions necessitate it temporarily, other designated assembly points may be established by mutual agreement between the Local Chairman or TCRC-MWED Director and the appropriate representatives of the Railway.

2.12 In isolated areas with limited transportation, hours worked and days off will be modified to suit transportation availability. In such cases, proper Company and Union officers will establish schedules. Such schedules will be issued with accommodation information and attached to seniority lists.

SECTION 3

Hours of Rest

3.1 In emergencies, employees shall not be required to work more than 16 hours continuously without a rest of eight hours. Employees in snow plow service shall be allowed eight hours' rest after 16 hours' service, if desired, provided such rest is requested on arrival at a terminal, except when the main track is blocked and no one else is available.

SECTION 4

Work Week

4.1 The work week for all employees covered by this Agreement, unless otherwise excepted herein, shall be 40 hours consisting of 5 days of 8 hours each, with 2 consecutive rest days in each 7, subject to the following modifications: the work weeks may be staggered in accordance with the Railways' operational requirements. This clause shall not be construed to create a guarantee of any number of hours or days of work not provided for elsewhere in this Agreement. (See Clause 8.6 for

definition of work week.) There will be no loss of regular pay when work schedules change.

4.2 The Company will have the ability to designate 8/6 work cycles (8 work days, 10 hours each, followed by 6 rest days) and 4/3 work cycles (4 work days, 10 hours each, followed by 3 rest days). The Company and the Union will make a joint application to the Ministry of Labour. Work cycles other than the foregoing may be established by mutual agreement between the proper officer of the Company and the Union and where such agreement is reached the parties will make a joint application to the Ministry of Labour. Any request by either party will not be refused by the other without good reason.

SECTION 5

Assignment of Rest Days

5.1 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 (Friday, Saturday, Sunday on 4/3 cycle) and then to Sunday and Monday (Sunday, Monday, Tuesday 4/3 cycle.) In any dispute as to the necessity of departing from the pattern of the above consecutive rest days or for granting rest days other than Saturday and Sunday or Sunday and Monday, it shall be incumbent on the Railway 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.

Accumulation of Rest Days

5.2 On positions where it is not reasonably practicable to provide regular relief each week, the rest day or days for which relief is not provided may be accumulated and granted at a later date. Such accumulation shall not exceed 10 days and rest days so accumulated shall be allowed consecutively when 10 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 Railway and the TCRC-MWED Director.

Non-Consecutive Rest Days

5.3 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.

5.4 All possible regular relief positions shall be established pursuant to Clauses 6.1, 6.2 and 6.3.

5.5 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.

5.6 Accumulation of rest days under Clause 5.2 shall be considered.

5.7 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.

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

5.9 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.

5.10 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.

SECTION 6

Relief Assignments

6.1 All possible regular assignments with five days' work per week and two consecutive rest days (subject to Clauses 5.3 to 5.10, inclusive) 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 under this Agreement.

6.2 Where situations exist making it impracticable to establish relief assignments in accordance with the above, the Brotherhood's accredited representative of the employees and the company may, by mutual agreement, arrange for relief assignments in accordance with the above, the representatives of the employees and the company may, by mutual agreement, arrange for relief assignments on such other basis as may be suitable. Consent to such proposed arrangements shall not be unreasonably withheld in cases where otherwise employees would be required to work on assigned rest days or unreasonable travel time would be involved.

6.3 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.

SECTION 7

Work on Unassigned Days

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

NOTE: See Understanding No. 2.

SECTION 8

Overtime and Calls

8.1 Except as otherwise provided, when employees are required to work in excess of eight hours per day or on regularly assigned rest days, employees shall be paid for overtime on an actual minute basis at the rate of time and one half.

For overtime work, the senior employee regularly performing the work will be called. Employees shall be paid overtime based on their regular rate of pay, or the rate of pay for the position they actually work , whichever is higher.

(a) For overtime work on any particular track section the following order of call will be utilized:

First Employee – TMF on that section, if unavailable the ATMF, if unavailable TM's from that section in seniority order if qualified. If there is no qualified employee available from the track section affected, a qualified employee from an adjoining track section will be called in the same order as above. If there is no qualified employee from an adjoining section, a qualified employee will be called from the next adjoining sections to those sections in the same order as above.

Second Employee – Senior TM on the track section affected.

Additional Employees – Remaining track maintainers if any, in seniority order, then PMO and machine operators, based on track maintainer seniority. If further additional employees are required, they will be called in the same order as above from the following:

 Adjoining sections

 Other track employees from the seniority territory

Note: The District Crew will be considered an adjoining section to the sections that are closest to it on all sides. Example – Cochrane Heavy will be considered an adjoining section to Cochrane Yard Sections, Smooth Rock Falls, and Island Falls.

Note: When employees are attending training, the relieving employee will be entitled to the calls only on the days that employee relieves. The employee in training will be entitled to overtime calls on his/her section at the end of the shift on his/her final day of training and on scheduled days off providing the employee is immediately available.

8.2 Except as otherwise provided, work in excess of forty straight time hours in any work week shall be paid for at one and one-half times the basic straight time rate, except where such work is performed by an employee moving from one assignment to another, or to or from a laid-off list, or where rest days are being accumulated under Clause 5.2.

8.3 Except as otherwise provided, employees working more than five days in a work week shall be paid one and one-half times the basic straight time rate for work on such sixth and seventh days worked in any work week, except where such work is performed by an employee due to moving from one assignment to another, or to or from a laid-off list, or where rest days are being accumulated under Clause 5.2. In instances where employees work modified hours and days other than eight hours per day, five days per week, any work performed outside of assigned hours will be paid at overtime rates.

8.4 There shall be no overtime on overtime; neither shall overtime hours paid for, other than hours not in excess of eight paid for on holidays or for changing shift, be utilized in computing the forty hours per week, nor shall time paid for in the nature of arbitraries 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.

8.5 An employee called in case of emergency or a temporary urgency outside of his/her regularly assigned hours, after having been relieved, shall be paid a minimum of three hours at overtime rates for which three hours of service may be required, but for such minimum shall not be required to perform work other than that of the emergency, and possibly another emergency

which might arise subsequent to time of call. An employee who is called by the Company for overtime work pre-arranged or otherwise and accepts a call, will be paid one (1) hour at punitive rates if such call is cancelled prior to his leaving home. If however, employees are called to commence work less than two hours before regular starting time, the time will be computed continuously with the regular day's work, and the time before the regular starting time shall be paid for at the rate of time and one-half on the minute basis.

8.6 The term "work week" for regularly assigned employees shall mean a week beginning on the first day on which the assignment is bulletined to work and for laid-off or unassigned employees shall mean a period of seven consecutive days starting with Monday.

8.7 Employees shall not be required to suspend work in regular working hours to equalize overtime.

8.8 All overtime earned shall be shown as a separate item on the pay cheques of employees.

Overtime Banking

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

- ★ The half time associated to overtime may be banked up to a total of 24 hours per calendar year. This limit may be replenished throughout the year.
- ★ Banked time must be taken in full day increments or the employee may elect to receive the pay.
- ★ Employees must have cleared or be scheduled to clear their hours account by December 15. If the account is not cleared then the employee will be paid the balance in cash.
- ★ Payment will be based on the current rate of pay at the time the banked time is used.
- ★ Time off must be requested in advance, unless bona fide illness. (Company will monitor)

- * Time off will be subject to Company service requirements and no additional cost to the Company.
- * Implementation of the Overtime Banking arrangement will be subject to the development of an appropriate computer system.

SECTION 9

Work on Rest Days

9.1 Employees required to work on regularly assigned rest days, except when these are being accumulated under Clause 5.2, shall be paid at the rate of time and one-half.

9.2 When the Company requires the patrol of two or more sections on the sixth day of the regular work week as a regular practice, employees assigned to such patrol will be paid at the rate of time and one-half for the time so occupied with a minimum of eight hours work.

NOTE: See Understanding No. 18.

SECTION 10

General Holidays

10.1 The following general holiday provisions shall be applicable in respect of general holiday entitlement.

10.2 An employee who qualifies in accordance with Clause 10.4 hereof, shall be granted a holiday with pay on each of the following general holidays. When a general holiday falls on an employee's rest day, such holiday shall be moved to the normal working day immediately following the employee's rest day.

New Year's Day
Day following

Jean Baptiste Day
(Quebec only)

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

Dominion Day
Civic Holiday
Labour Day
Thanksgiving Day
Christmas Day
Boxing Day

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

(See letter dated March 5, 1982 "*WORK IN THE MORE THAN ONE PROVINCE*")

10.3 If, in any province or part thereof, a holiday is more generally recognized than any one of the holidays specified above, the signatories to the Master Agreement dated May 24, 1974 will substitute such holiday therefore in that province or part thereof. If such signatories fail to agree that such holiday is more generally recognized, the dispute will be submitted to arbitration for final decision.

10.4 In order to qualify for pay for any one of the holidays specified in Clause 10.2, an employee:

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

(b) must be available for duty on such holiday if it occurs on one of his/her work days excluding vacation days.

This Clause (b) does not apply in respect of an employee who is laid off or suffering from a bona fide injury, or who is hospitalized on the holiday, or who is in receipt of, or who subsequently qualifies for weekly sickness benefits because of illness on such holiday.

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

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

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

10.5 A qualified employee whose vacation period coincides with any of the general holidays specified in Clause 10.2, shall receive an extra day's vacation with the pay to which the employee is entitled for that general holiday.

10.6 An assigned employee qualified under Clause 10.4 and who is not required to work on a general holiday shall be paid eight hours' pay at the straight time rate of his/her regular assignment. An employee whose wages are calculated on a daily hourly basis shall, for a general holiday on which he/she is not required to work, be paid at least the equivalent of the wages he would have earned at his regular rate of wages for his normal hours of work.

10.7 An unassigned or spare employee qualified under Clause 10.4 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 this Clause 10.7 for employees paid on the basis of a specified number of hours per four-week period

"eight hours' pay at the pro rata hourly rate" shall be deemed to be a day's pay.

10.8 An employee who is required to work on a general holiday shall be paid, in addition to the pay provided in Clause 10.6, 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.

10.9 Where an employee is paid a guarantee of a specified number of hours per four-week period and who works on the holiday, the general holiday with pay specified in Clause 10.6 shall be paid in addition to the regular compensation for such four-week period.

10.10 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.

10.11 Pump repairers paid on the basis of 179.3 hours per four-week period and qualified under Clause 10.7 and who are not required to work on a general holiday shall be paid eight hours at the straight time rate and this time shall be included in making up the 179.3 hours.

Close-Down for Christmas and New Year's Holidays

10.12 Where Maintenance of Way gangs, otherwise continuously employed are closed down for the Christmas and New Year's holidays to allow employees to return to their homes, and where employees so affected are, by mutual arrangement and as a consequence of such close-down, required by the Company to work additional days over and above their normal work week prior to such close-down, the additional days so worked will be recognized as shifts or tours of duty for which the employee is entitled to wages in the application of Clause 10.4(c). Where such close-down occurs and the Company does not require the employees to work additional days as a consequence thereof, the number of working days in the period

of close-down will be credited in the application of Clause 10.4(c).

SECTION 11

Travelling or Detained on Orders of the Company

11.1 Employees when detained for conveyance and while traveling on passenger trains on orders of the Company to and from work away from their regular sections or headquarters after regular hours will be paid at the straight time rate for all time involved.

11.2 Employees will be paid for time travelling in boarding and sleeping cars, on orders of the Company under the following conditions only:

- (a) during regular working hours, or
- (b) outside regular working hours provided that such employees are scheduled for duty the following day. This also applies to those employees who choose to travel to the new location with the boarding cars.

Payment under the foregoing conditions will be at straight time rates.

11.3 Employees not traveling in boarding and sleeping cars when such cars are moved on orders of the Company will, provided they were available for duty at the old work location at the completion of work and are available for duty at the new location at the commencement of work, be paid straight time for the time taken for such movements during regular working hours.

11.4 When required, the Foreman or another employee designated by the Company will accompany boarding and sleeping cars being moved from one location to another. In such circumstances, payment will be in accordance with Clause 11.2.

11.5 When practical to do so, boarding and sleeping cars shall be moved at times other than between 11:00 p.m. and 6:00 a.m.

11.6 Employees' time spent traveling to and from the designated assembly point during assigned hours will be included in a day's pay.

11.7 Employees' time spent traveling on track motor cars or Company-operated vehicles outside of assigned hours shall be paid at the time and one-half rate except:

While traveling as passengers in a bus, truck cab, crew compartment of a highway vehicle or in other similar suitable equipment provided for the carrying of passengers, when payment will be made at the straight time rate.

11.8 Notwithstanding the provisions of Clause 11.7 employees' time spent traveling prior to regular starting time shall be paid at time and one-half rate.

11.9 The traveling time referred to in Clause 11.7 and 11.8 will not be used in computing daily or weekly overtime.

SECTION 12

Snow Service (Track Forces Only)

12.1 Foremen and operators in charge of snow plows or spreaders in snow service will be paid the rate of Extra Gang Foreman Level I.

NOTE: See Understandings Nos. 3, 4.

12.2 A trackman or track maintainer who actually assists a foreman in the operation of snow plow or when actually required to operate a spreader in snow service in conjunction with a snow plow, will be paid the rate Extra Gang Foreman Level III. His/her track maintainer seniority will apply.

NOTE: See Understanding No. 5.

12.3 The rate applicable will be paid the employee for the hours he/she is entitled to pay from the time required to report for

duty at home station until released from duty on return to home station, at straight time within regularly assigned hours for section work and at the rate of time and one-half outside the limits of such regularly assigned hours, except that for deadheading he/she shall be paid at pro rata rate.

NOTE: See Understanding No. 6.

12.4 Snow Plow Foremen and Wingmen will be called as per Letter of Understanding dated November 21, 1997 **SNOW PLOW SERVICE**

SECTION 13

Seniority

13.1 Except as otherwise provided in Clause 26.14, a new employee shall not be regarded as permanently employed until after 120 working days' service, which service must be accumulated within the preceding 24 months. Within such 120-day period he/she may, without investigation, be removed for cause which in the opinion of the company renders him/her undesirable for its service. If removed for cause, he/she shall be provided with a written notice following his/her written or verbal request. If retained, his/her seniority in the Maintenance of Way department shall commence from the date of entry into the service as a Maintenance of Way employee under this Agreement. New Track Maintenance Foreman will work under a 120 day probationary period.

When two or more employees commence work in the same seniority group on the same day, the procedure for establishing their relative seniority shall be as follows:

- (a) The employee who commenced work at the earliest hour of the day shall be senior;
- (b) When all other things being equal, if two or more employees commenced work in the same seniority group on the

same day, The Company, Union and Employee would incorporate a lottery method to determine seniority.

13.2 In the event of an employee leaving the service when his/her services are required, upon re-entering the service, he/she shall rank as a new employee.

NOTE: See Understanding No. 15.

13.3 Probationary employees, if qualified, shall have preference of employment over the engagement of new probationary employees.

Seniority Lists

13.4 Complete lists of all Maintenance of Way employees covered by this Agreement, showing their seniority standing in their respective departments and dates of promotion to higher classifications therein, shall be prepared and posted not later than March 1st of each year, a copy of which shall be furnished representatives of the employees and a copy of the list posted at headquarters of each gang. The current seniority lists issued by the Company will show the seniority of all employees in all classifications as per the Collective Agreement.

13.5 Separate lists will be prepared for employees in the track department, bridge and building department and all other groups governed by this Agreement.

13.6 All lists shall be open for correction on proper representation, which representation must be made by August 31st of each year. If no exceptions are taken by August 31, the seniority dates shall be established as correct and not changed thereafter except by mutual agreement between the TCRC-MWED President or his/her authorized representative and the appropriate officer of the Company.

13.7 For employees engaged in specialized classes of work which justify other specified seniority territories, these may be established by agreement between the TCRC-MWED President and the appropriate officer of the Company.

13.8 Employees who, during the preceding calendar year, have performed no service for the Railway may be removed from the seniority list by agreement between the TCRC-MWED President and the appropriate officer of the Company.

Seniority Lists:

Track Mtce. Foremen	Trackmen/Truck Drivers
Extra Gang Foremen	Trackmen
Asst. Extra Gang Foremen	Spec. Group Mach. Operators
Shovel & Crane Operators	Machine Operators - Group #1
Spreader Operators	Machine Operators - Group #2
Rail Welders	Machine Operators - Group #3
Front End Loader & Bulldozer Operators	
Snow Plow Foremen	

Promotion

13.9 Employees shall be promoted in each of the departments in order of seniority, provided they are qualified. Employees qualifying for foremen positions must be able to read and write English.

NOTE: See Understanding No. 7.

Supervisor Seniority

13.10 All employees who have had their seniority frozen as a result of having accepted permanent positions not covered by this Agreement will be given a one-time opportunity, for a specified period of time, to have their seniority in all classifications in which they held seniority fully reinstated by paying the Brotherhood all monthly Union dues retroactive to the date their seniority was frozen. Such payment will be in lump sum or as arranged between the Brotherhood and the Company. In order to continue their seniority standing, employees who elect this option, as well as any employees who hereafter accept permanent positions not covered by this Collective Agreement, must continue to pay the monthly dues as set by the Brotherhood from time to time. If they decide to suspend the payment of Union dues, their seniority will be frozen as of the month in which such payment is stopped. Employees who elect

the seniority buy-back option as described herein will not hereafter have another such opportunity if they stop paying Union dues in future.

An employee accepting an official position may only be returned to his/her former position if such change is made within a period of one year, and after one year he/she may displace the junior permanent employee of his/her class.

An employee temporarily promoted to an official or excepted position will continue to pay Union dues and revert to his/her former position held prior to promotion. The appropriate officer of the Company shall advise the local representative concerned of such promotion, including the expected duration thereof. Employees temporarily promoted may only bid on permanent vacancies, however, if they held a temporary position in the bargaining unit prior to being promoted, they may return to that temporary position upon being released provided that a junior employee is working the position at the time.

SECTION 14

Vacancies and New Positions

NOTE: See Understanding No. 8.

14.1 Except as otherwise provided in Clauses 14.4 to 14.6 inclusive, employees shall be advised by bulletin on the 1st and 3rd Monday of every month of all vacancies or new positions in their department (except official positions), including the positions of Extra Gang Foreman and Assistant Foreman. Should there be no vacancies, a bulletin will be issued to that effect. Bulletins will be posted promptly in places accessible to all employees affected. Bulletins shall remain open for ten days (inclusive of issue date) and be awarded on the following circular. A copy of each bulletin will be furnished to the Local Chairman and the TCRC-MWED Director. Posting days may be changed in consultation with the TCRC MWED President or his designate.

This rule is not intended to preclude the issuance of individual bulletins at other times should circumstances so warrant in any particular instance.

Man change list will be posted without delay in the same locations as Bulletins.

14.2 Bulletins will show classification of position, the expected duration, location (including gang or crew, if applicable) and full particulars such as living accommodation and water available, etc. In addition, bulletins will indicate the name of the employee who vacated the position. For example: Vice: Joe Reid.

14.3 Employees desiring bulletined positions will submit written application, which application must reach the designated officer no later than the date indicated in the bulletin. Applicants must forward a copy of their application to the Local Chairman. Applicants bidding on more than one position on the same bulletin must state, in order, their preference.

When the extra gangs are mobilized in the Spring and a gang to which a Junior Employee has been appointed to by bid is mobilized ahead of a gang to which a Senior Employee has been appointed by bid, the Senior Employee may not exercise his seniority to displace the Junior Employee.

When a gang shuts down for the work season, a Senior Employee may exercise his seniority to displace a Junior Employee.

14.4(a) Except as otherwise provided below, temporary vacancies of less than 30 calendar days required by the Company to be filled, in positions subject to being bulletined in accordance with Clause 14.1, shall be filled by the senior qualified employee immediately available, subject to the provisions of Clause 21.9. An employee who does not exercise his/her seniority to such a temporary vacancy of less than 30 days will not forfeit any seniority.

Where there are two or more employees filling temporary track maintainer vacancies at one location and one of them is being displaced, the senior temporary employee will be given the first opportunity to exercise his displacement rights to a more

preferred location. This option is not available if the senior employee would then be subject to layoff.

(b) An employee will only establish seniority in a higher classification by being awarded a bulletined vacancy in such higher classification. An employee filling a temporary vacancy under this Clause 14.4 other than by bid will, at the conclusion of such temporary vacancy, revert to his/her former position.

14.5 An employee obtaining a temporary vacancy of thirty (30) days or more by bid in his/her own classification will, at the conclusion of such temporary vacancy, revert to his/her former permanent position or displace a junior employee filling a temporary vacancy (provided the position will be in existence for more than fourteen days).

14.6 An employee working as an Extra Gang Foreman, Assistant Extra Gang Foreman, Machine Operator, or Truck Driver, but not holding Track Maintenance Foreman or Assistant Track Maintenance Foreman seniority will be permitted to apply for advertised temporary vacancies in the Track Maintenance Foreman and Assistant Track Maintenance Foreman classifications without forfeiture of seniority in their classifications. If such an employee is successful in obtaining a temporary vacancy of Track Maintenance Foreman or Asst. Track Maintenance Foreman, he will not be released to fill the position until completion of his assignment, but will accumulate seniority in the classification from the date of the award. In the meantime, such temporary vacancy will be filled by the next senior applicant without the necessity of re-advertising the position.

14.7 (a) An employee may bid to a lower classification or group or to any position in Agreement 7.1 without forfeiting seniority in any classifications or groups in which they have previously established seniority.

(b) An employee who does not bid on a position for which they had previously established seniority will not forfeit seniority as a result of failure to bid any position.

(c) An employee will not forfeit any established seniority in any classification or group while working in a

lower classification or group when a junior employee is working in a higher classification or group.

14.8 Should there be no qualified applicants for a bulletined position, employees holding seniority in that classification or group, but working in a lower paid classification or group at the time the awards are made will be offered the position in seniority order. If necessary, the most junior employee holding seniority in that classification or group who is working in a lower paid classification or group will be offered the position. Should any employee decline to accept such position offered in this manner, that employee will forfeit seniority in that classification or group and be restricted for one (1) year from re-gaining seniority in that classification or group. The position will then be offered in reverse seniority order to the next most junior employee holding seniority in that classification or group and working in a lower paid classification or group at the time the awards are made. The same process will continue until the position is filled. It is understood that senior may/ junior must will not trigger personal expenses (as per 21.9) for the protection of seniority. It is also understood that where bunkhouses are provided, employees will be offered such accommodation at no cost.

14.9 These provisions will not in any way affect or diminish any other provision(s) in the Agreements which provide for protection of seniority in a higher classification or group while occupying a position in a lower paying classification or group.

14.10 A qualified employee awarded a higher classification (except Trackman/Truck Driver) by bulletin will be accorded a seniority date from the date of appointment on bulletin in such classification and in all lower-rated classifications in which he/she is qualified to work and in which he/she had not previously established seniority. Employees awarded seniority of Trackman/Truck Driver will also establish seniority of Trackman if not holding seniority in this classification already.

14.11 An employee who has applied for a position may cancel his/her application provided written cancellation reaches the designated officer and the Local Chairman two days prior to next regular date for issuing of bulletin, or two days prior to expiration of individual bulletin, otherwise he/she will not be permitted to do so. An employee may bid on a vacancy created by himself/herself

but will not be appointed to such vacancy unless there are no other applicants, or until it again becomes vacant.

14.12 Appointments shall be made by the office issuing the bulletin. The name of the appointee and his/her seniority number will be shown on the next bulletin. Employees shall be permitted to assume positions to which awarded within 15 calendar days of the date of the bulletin making the appointment and must assume such position within 30 calendar days of such appointment or on completion of their present or subsequent, temporary assignments except that employees bidding from one temporary position to another must assume the position immediately after appointment. Seasonal jobs which are bid several weeks in advance will be excluded from this rule and will be so noted on the circular.

14.13 Bulletined positions may be filled temporarily with the senior qualified employee immediately available in accordance with Section 15.4, pending assignment of the successful applicant.

14.14 Any appeal against appointment must be made in writing within 30 calendar days from the date of issue of bulletin covering such appointment.

14.15 In the event of a vacancy or new appointment occurring in the departments enumerated in Clause 13.5 and no application being made, following exhausting all Senior May/Junior Must provisions, employees of the other departments shall have the preference in filling vacancies or new appointments before new employees are hired, provided they are qualified. This section does not apply to employees working under Agreement #7.2.

14.16 In case of emergency, an employee may be transferred temporarily to another sub-department of the Maintenance of Way service. Employees may also be transferred temporarily for extra gang work, to construction department, or on the opening of new lines, without losing their seniority standing and transfer will be given in writing, if requested. Transfers, if extended

beyond one year, shall be subject to agreement between TCRC-MWED President and the appropriate officer of the company.

14.17(a) An employee holding seniority under this Agreement who works in a classification not specified in this Agreement for a period of 12 consecutive months will have his/her former permanent position bulletined as permanent.

(b) A vacancy created as a result of an employee being absent account illness or injury, which is required to be filled, will be considered as temporary for up to one year. Should the employee not return to work within a period of one year, the position, if still required, will then be advertised as permanent unless otherwise mutually agreed between the proper officer of the Company and the TCRC-MWED Director. If such employee returns to work after one year, he/she will be required to exercise displacement rights.

Positions Not Subject to Rules of Promotion

14.18 Modified duty assignments at highway or railway (non-interlocked) crossing are not subject to the general rules for promotion. These positions are intended to provide for employees who become unfit for other service, and shall be assigned to such employees in the maintenance of way department unless mutually agreed otherwise between the TCRC-MWED President and the appropriate officer of the company.

14.19 Modified duty assignments at each location shall have preference of shift, based on seniority as watchmen, provided that by mutual agreement between local committees and representatives of the Company, rotation of shift may be arranged.

14.20 In the event of reduction of forces in positions mentioned in Clause 14.18, the employee with the longest service under this Agreement shall have preference of employment. It is understood, however, that an able-bodied employee may be displaced by a disabled employee under the provisions of Clause 14.18

NOTE: See Understanding No. 9.

NOTE: In the application of Sections 14.18 and 14.20 see letter dated April 26, 1982. "Special Arrangements for an Employee Who Becomes Physically Disabled"

14.21 When employees submit their bids in isolated areas on the Island Falls Subdivision they will fill out the form provided to indicate that they have submitted a bid.

SECTION 15

Staff Reduction and Recall

15.1 Not less than ten working days' advance notice with a subsequent 10 day window will be given when regularly assigned positions are to be abolished, except in the event of a strike or work stoppage by employees in the Railway Industry, in which case a shorter notice may be given. Such notice will include, when known, the expected duration of temporary abolishments. A copy will be provided to the Local Chairman.

15.2 Except as otherwise provided in Clauses 14.4 and 14.10, an employee whose position is abolished or who is displaced or notified he is to be displaced due to a reduction in staff may displace a junior employee in his/her classification or, within five calendar days, if qualified, displace a junior employee in a lower class or group in which he/she had established seniority. An employee failing to exercise his/her seniority in accordance with this provision, unless prevented by illness or other cause for which bona fide leave of absence has been granted, shall forfeit his/her seniority under this Agreement.

15.3 When staff is increased or when vacancies of 22 days or more occur, laid off employees shall be recalled to service in seniority order in their respective classifications. Failure to respond to such call within 15 days of the date an employee is notified at his/her last known address shall result in severance of employment relationship, unless satisfactory reason is given.

15.4 Temporary positions or temporary vacancies of under 30 days' duration shall be filled in seniority order by qualified laid off employees living at or near the work location, provided they are immediately available. Laid off employees shall not be required to accept recall to vacancies of less than 22 days when they have steady employment elsewhere.

15.5 A laid off employee who desires to return to the service when work is available for him/her must keep the proper officer advised of his address and telephone number, in order that he may be readily located.

SECTION 16

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SECTION 17

Manning New Lines or Extensions

17.1 Preference in manning new lines or extensions shall be given to employees on promotion territories from which the new lines divert.

SECTION 18

Discipline

18.1 No employee shall be suspended (except for investigation), disciplined or discharged until a fair and impartial investigation has been conducted and his responsibility established.

Minor incidents will be handled by use of an informal investigation procedure.

Informal Investigations

18.2(a) Investigations of minor incidents will be handled as quickly as possible and subsequently reviewed with the employee(s) concerned.

(b) In cases where the assessment of discipline is warranted, the employee will be advised in writing within 28 calendar days from the date the incident is reviewed with him unless otherwise mutually agreed. A copy of the Report of Incident and a copy of the Form 200 issued will be sent to the TCRC-MWED Director on the property and the Local Chairman. A maximum of 10 demerits may be issued in an informal investigation.

(c) When an employee is notified of the conclusions reached by the Company, and of the discipline assessed, if any, he shall, if such are not acceptable to him, have the right to exercise one of the following options:

- (i) if he/she is not in accord with the conclusions reached by the Company he/she may, within 20 calendar days of receipt of such notification, so advise the proper officer of the Company and request a formal investigation under the procedures set forth in Section 3 hereof; or
- (ii) if he/she accepts the conclusions reached by the Company but he/she is not in accord with the discipline assessed, he/she may initiate an appeal of the discipline in accordance with the grievance procedure of the Collective Agreement, but commencing with Step II.

Formal Investigations

18.3(a) A formal investigation will be held:

- (i) In the case of an employee committing an alleged dismissible offense;
- (ii) When an employee is alleged to have committed a minor offense where the seriousness of such offense might warrant discipline to the extent that when added to his/her current record could result in discharge for accumulation of demerit marks;

(iii) When an employee is alleged to have been involved in a major incident;

(iv) When an employee is involved in an incident where the need for information and appropriate documentation is required by order, regulation or Company requirements.

(b) When required to attend a formal investigation, an employee will be given at least 48 hours' notice in writing. The notice will include the date, time, place and subject matter of the hearing.

(c) Where an employee wishes to have an *accredited representative appear with him/her at a hearing and such a representative cannot be made available for the time set for the hearing, the employee, either directly or through an accredited representative, may seek a delay in the hearing sufficient for the Union to have an accredited representative made available. Concurrence to such a request will not be unreasonably withheld by the proper officer of the Company. Application of this provision will not result in a need for a second notice period under the terms of Item (b) above.

* For the purposes of the provision, the following Brotherhood Officers will be considered accredited representatives:

TCRC-MWED President,
TCRC MWED Director
Local Chairmen, and Grievance Representatives

(d) Where an employee so wishes, an accredited representative may appear with him/her at the hearing. Prior to the commencement of the hearing, the employee will be provided with a copy of all the written evidence as well as any oral evidence which has been recorded and which has a bearing on his/her involvement. The employee and his/her accredited representative will have the right to hear all of the evidence submitted and will be given an opportunity through the presiding officer to ask questions of the witnesses (including Company Officers where necessary) whose evidence may have a bearing on his/her involvement. The questions and answers will be

recorded and the employee and his/her accredited representative will be furnished with a copy of the statement.

(e) If corrective action is to be taken, the employee will be so notified in writing of the Company's decision within 28 calendar days from the completion of the employee's investigation, unless otherwise mutually agreed. Such notification will be given at the same time or after the employee is personally interviewed by the appropriate Company Officer(s) unless the employee is not available for such an interview within the time limit prescribed.

(f) An employee may be held out of service with pay pending the complete investigation and notice provided to the Local Chairperson.

(g) Except as otherwise mutually agreed, the investigation officer shall be an individual who is in the best position to develop all of the relevant facts, provided such individual is not emotionally involved with the incident.

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

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

Suspension or the like will be removed from the employee's record following a period of 12 months of discipline-free performance from the date of such suspension or the like.

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

18.5 Left Blank Intentionally

Grievances

18.6 A grievance concerning the interpretation or alleged violation of this Agreement, or an appeal by an employee who believes he/she has been unjustly dealt with shall be handled in the following manner:

Step I

The aggrieved employee, the Local Chairman or his/her duly authorized representative shall present the grievance in writing to his/her immediate supervisor within 28 calendar days from the date of the cause of the grievance and a decision shall be rendered in writing within 28 calendar days of receipt of the grievance.

Step II

Within 28 calendar days of receiving the decision under Step I, the TCRC-MWED Director or the Local Chairman may appeal the decision in writing to the Director Rail Infrastructure. A decision shall be rendered in writing within 28 calendar days of receipt of the appeal.

18.7 A grievance under Clause 18.6 shall include a written statement of the grievance and where it concerns the interpretation of alleged violation of the Collective Agreement, the statement shall identify the section and paragraph of the section involved.

18.8 A grievance not progressed within the time limits specified 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 time limits specified, the grievance may be progressed to the next step in the grievance procedure, except as otherwise provided in Clause 18.9.

18.9 Where, in the case of a grievance based on a claim for unpaid wages, a decision is not rendered by the designated officer of the Company as outlined in Clause 18.6 within the prescribed time limits specified, the claim will be paid. The

application of this clause shall not constitute an interpretation of the Collective Agreement.

18.10 Time limits referred to in Clause 18.6 may be extended by mutual agreement between the parties referred to in each such step.

SECTION 19

Final Disposition of Grievances

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

19.2 The meeting will be held not later than 14 calendar days following the receipt of the above request. If such meeting is not requested, the Union or the Company must notify the other party in writing within the time limit specified in Rule 19.1 of its intention to proceed directly to arbitration with the grievance. If a pre-arbitration meeting fails to resolve the matter, it will be regarded as proceeding directly to arbitration in accordance with the following provisions.

19.3 When a grievance has been identified as proceeding to arbitration by either party, it must be scheduled for hearing with the Canadian Office of Railway Arbitration within 60 calendar days of the notification to proceed to arbitration or following the date the parties were unable to resolve the matter at a pre-arbitration meeting. Failure to schedule the grievance for arbitration within such period will result in the matter being considered dropped and not subject to further appeal.

19.4 A request for arbitration shall be made by filing written notice thereof with the Canadian Railway Office of Arbitration in accordance with the procedure established by the Canadian Railway Office of Arbitration.

19.5 The settlement of a grievance shall not under any circumstances involve retroactive pay beyond a period of 60 calendar days prior to the date such grievance was submitted to the immediate supervisory officer in accordance with Clause 18.6.

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

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

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

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

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

SECTION 20

Leave of Absence and Transportation

20.1(a) Employees shall be granted leave of absence and passes, or reduced rates, in accordance with the general regulations or practice of the Company.

(b) If an employee is granted leave of absence, concurred in by the TCRC-MWED Director, 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 time his/her employment relationship is terminated. This is not intended to apply in cases of sickness and/or disability which are, in the opinion of the Chief Engineer and the TCRC-MWED Director, bona fide.

(c) Upon notification, an employee who must serve a period of incarceration as a result of a conviction arising from the operation or use of a motor vehicle, shall be granted a leave of absence without pay up to three (3) months in order to serve the period of incarceration. Such period of leave will not be credited towards accumulation of service.

20.2(a) Leave of absence and free transportation shall be granted to members of duly appointed committees for the adjustment of matters in dispute between the Company and the employees and/or to act as a delegate to Union activity, within 10 days after request in writing has been made to the proper officer.

(b) Employees elected or appointed to a Union position of Local Chairman or higher shall be granted leave of absence for the term of office. Applications for, or renewal of such leaves must be made by the Union to the President. An employee who is on authorized leave of absence for Union activities will continue to hold and accumulate seniority previously established. Upon returning to the scheduled ranks, he may exercise his full seniority accordingly.

20.3 Employees shall, if desired, be granted leave of absence and free transportation in accordance with Company policy to attend their meetings. Such free transportation shall not extend beyond the system. Leave under this provision will be allowed provided that good service can be maintained and provided the Company is not put to any additional expense.

20.4 Employees laid off through reduction, when re-engaged within one year, shall be granted free transportation on the system to place of work.

20.5 Opportunity and free transportation shall be given to employees for getting to their place of residence at weekends, when such leave will not interfere with the prosecution of the work.

20.6 Upon request of foreman made with consent of employees in the gang and approval of the proper officer of the Company, special arrangements may be made to vary starting times on Friday and/or Monday to permit employees to travel to and from home.

20.7 When employees move from one point to another by order of the Company, or in the exercise of their seniority rights, their household effects shall be transported free of charge.

20.8 Where an automobile mileage allowance is paid, the Company's policy will apply.

Mileage allowance to apply as follows:

1. When the employee is required to use his vehicle to attend training and the location of the training is more than 65 kilometers from his headquarters, or his home.
2. When an individual who has reported to a gang to which he was assigned is asked to report to another gang mid week.
3. When headquarters of a gang or a machine changes work locations mid week.

The above is not applicable if the gang movement is closer to the individual's home.

20.9 Travel allowance: (See LOU on Rest Day Travel – July 22, 2008)

- Qualification requirements under LOU Rest Day Travel remain in effect.
- Applies (to drivers and passengers) when driving or traveling in a personal vehicle to/from headquarters closest to the principal place of residence (PPR) to/from special work site on scheduled days off .
- The relocation of primary PPR's must be supported by a change of address, change of telephone number when applicable, and a photo copy of their drivers license depicting their new address, where applicable.

SECTION 21

Meals and Lodging

21.1 Employees called to work outside of their regular working limits, requiring their absence beyond regular working hours, shall be supplied with boarding car or given an opportunity to procure meals when necessary, no employee shall be required to work more than five hours without food.

21.2 Employees boarding in Company or contractor's outfits shall not be required to pay for meals.

21.3 Where it has heretofore been the practice in boarding outfits, one employee shall be allowed one hour for cooking dinner and one hour for cooking supper. This will not apply where meals are furnished by boarding car contractor or where a foreman is boarding the employees.

21.4 In large gangs time will be increased sufficiently for him/her to perform this duty. Foremen shall be held responsible if there is any excess time devoted to cooking. Employees performing in this service shall not be paid for time in excess of that period on any day to other labourers in his/her gang.

Notwithstanding the provisions of Clause 21.4, the Company may elect to employ a suitable cook.

21.5 When it can be done without in any way interfering with the work, employees shall be permitted to take meals at their homes.

21.6 Bridge and building road gang cars, welding gang and extra gang foreman's cars or other cars generally used throughout the year, will be equipped with clean mattresses, and with end doors if required, and as conditions permit such cars as are not fitted with sleeping car type berths will be equipped with steel bunks with springs, and the number of bunks per car will be regulated in accordance with the governing legislation.

21.7 Employees taken off their assigned territory or regular boarding outfits, to work temporarily on snow or tie trains, or other work, shall be compensated in accordance with Section 21.9. This shall also apply under similar conditions to pump repairers when taken away from their headquarters and to pump men away from their regularly assigned territory.

21.8 Except as otherwise provided in Clause 26.5, an employee required to relieve a foreman temporarily will receive the foreman's rate of pay as specified in Clause 25.1. When such employee is required to be absent from his place of residence to fill other than a bulletined vacancy, he shall be paid in accordance with Section 21.9. If such a position is not filled under the provisions of Clause 14.4 (a) and (b) then the Company shall have the right to fill a foreman's vacancy, which is not bulletined, by an employee living at the location where the vacancy occurs. Such employee may be displaced by a senior qualified employee. In such instance, the latter shall not be entitled to the daily expense allowance referred to in this clause.

21.9 Employees required by the Company to remain away from their headquarters overnight or employees who have no headquarters and are required to be absent from their place of residence overnight, including Relief Foremen who fill temporary assignments of less than 22 days duration, will be entitled to claim expenses, without producing receipts as follows:

a) \$30.00 for meals for each day the employees are scheduled for work at the discretion of the Company at locations where bunkhouses, boarding cars or other Company supplied premises with batching facilities are provided. \$40.00 for meals where batching facilities are not provided.

b) Per Diem expenses to \$105.00 for meals, lodging, and travel for each day employees are required by the Company to work at locations and where bunkhouses, boarding cars or other premises are not provided. If employees are staying in Moosonee and Company premises are not available, they will be entitled to claim their hotel cost plus meal expenses. For Rouyn, employees will have the option of a per diem or company supplied hotel/motel. If the company supplies hotel/motel, 21.9a will apply. This provision for Rouyn will also apply in the protection of seniority.

Examples:

1. If an employee leaves his headquarters or place of residence on a Monday morning and returns the next day (Tuesday), he will be entitled to claim 2 x \$105.00 provided that he is required to perform service at the away from home location on such Tuesday prior to returning to his headquarters.

If an employee leaves his headquarters or place or residence on a Monday morning and returns the following Friday, he will be entitled to claim 5 x \$105.00 provided that he is required perform service at the away from home location on such Friday prior to travelling back to his headquarters.

c) Employees who work four hours or more of overtime continuous with regular hours will be entitled to claim a snack allowance of \$4.50 (i.e.: after 12 hours on duty for employees regularly assigned to 8 hour shifts and after 14 hours on duty for employees regularly assigned to 10 hour shifts).

d) The Company retains the right to determine which of the foregoing will apply or by mutual agreement with the employee, where reasonable distances are involved, pay the employee the going mileage rate to travel to and from his place of residence

provided such distance is 65 kilometres or more from his place of residence by the most direct route.

e) It is understood that the assistance provided under this Section 21 is limited to those employees required to be absent from their headquarters, boarding cars, or for employees without a headquarters, from their place of residence, to work at a location which is more than 65 kilometres in one direction from their place of residence by the most direct route.

f) The per diem payment for expenses provided for under subparagraph (a) and (b) will supersede any form of living, meals and/or transportation expense allowances which are currently provided by the Company.

(g) Whenever possible, without affecting productivity, personal vehicles of employees not living in boarding cars will be moved to the new headquarters during regular working hours.

In those situations where it is necessary for employees to retrieve their personal vehicle after hours, the driver of the Company or personal vehicle used to transport the employees back to their vehicle will be paid at overtime rates and the passengers will be paid at straight time rate for the return trip. If on the return trip a personal vehicle is used, Article 20.8 applies. For those employees living in boarding cars, Article 11.3 of the Agreement applies.

NOTE: Reimbursement may be made through the direct deposit payroll system once per pay period by adding it to the regular wages as a separate item.

SECTION 22

Attending Court or Investigations

22.1 Employees attending court or investigations at the request of the proper officer of the Company, or required to attend inquests in which the Company is concerned, will be paid at schedule rates for each day lost, and reasonable expenses actually incurred while away from home. This will not apply

where employees are required for examinations for promotion, disability, to meet legal requirements, or in connection with irregularities for which they are found to be responsible. Any fee or mileage accruing will be assigned to the Railway.

Jury Duty

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

SECTION 23

Bereavement Leave

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

Upon the death of an employee's brother, sister, step-parent, step-brother, step-sister, grandparent, spouse's grandparent, grandchild, brother-in-law, sister-in-law, father-in-law, 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 three month's cumulative compensated service.

23.2 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.

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

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

SECTION 24

Vacation with Pay

24.1 An employee who, at the beginning of the calendar year, is not qualified for vacation under Clause 24.2 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 24.2 hereof.

24.2 Subject to the provisions of Note 1 below, an employee who, at the beginning of the calendar year, has maintained a continuous employment relationship for at least three years and has completed at least 750 days of cumulative compensated service, shall have his/her vacation schedule on the basis of one working day's vacation with pay for each 16 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 24.3 hereof.

Note 1: An employee covered by Clause 24.2 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 24.1 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.

24.3 Subject to the provisions of Note 2 below, an employee who, at the beginning of the calendar year, has maintained a continuous employment relationship for at least 7 years and has completed at least 1,750 days of cumulative compensated service, shall have his/her vacation schedule 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 24.4 of this section.

Note 2: An employee covered by Clause 24.3 of this section will be entitled to vacation on the basis outlined therein if on his/her 8th or subsequent service anniversary date he/she achieves 2,000 days of cumulative compensated service; otherwise his/her vacation entitlement will be calculated as set out in Clause 24.2 of this section. Any vacation granted for which the employee does not subsequently qualify will be deducted from the employee's vacation entitlement in the next calendar year. If such employee leaves the service for any reason prior to his/her next vacation, the adjustment will be made at time of leaving.

24.4 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 forgoing basis until qualifying for additional vacation under Clause 24.5 of this section.

Note 3: An employee covered by Clause 24.4 of this section will be entitled to vacation on the basis outlined therein if on his/her 16th or subsequent service anniversary date he/she achieves 4,000 days of cumulative compensated service, otherwise his/her vacation entitlement will be calculated as set out in Clause 24.3 of this section. Any vacation granted for which the employee does not subsequently qualify will be deducted from the employee's vacation entitlement in the next calendar year. If such employee leaves the service for any reason prior to his/her next vacation, the adjustment will be made at the time of leaving.

24.5 Subject to the provisions of Note 4 below, an employee who, at the beginning of the calendar year, has maintained a continuous employment relationship for at least 25 years and has completed at least 6,250 days of cumulative compensated service, shall have his/her vacation scheduled on the basis of one working day's vacation with pay for each 8 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 24.5 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 24.4 hereof. Any vacation granted for which the employee does not subsequently qualify will be deducted from the employee's vacation entitlement in the next calendar year. If such employee leaves the service for any reason prior to his/her next vacation, the adjustment will be made at the time of leaving.

24.6 In the application of Clause 24.5, the Company will have the option of:

- (i) Scheduling an employee for five weeks' vacation with the employee being paid for the sixth week at pro rata rates;
or
- (ii) Splitting the vacation on the basis of five weeks and one week.

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

24.8 In computing service under Clauses 24.1, 24.2, 24.3, 24.4 and 24.5, days worked in any position covered by similar vacation agreements shall be accumulated for the purpose of qualifying for vacation with pay.

24.9 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.

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

24.11 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 the employee, have the right to have such vacation carried to the following year, however such vacation must be exhausted by March 31 of that year.

24.12 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 Clause 24.12 does not apply where rescheduling is a result of an employee exercising his/her seniority to a position covered by another vacation schedule.

24.13 An employee will be compensated for vacation at the rate of pay he/she would have earned had he/she not been on vacation during such period.

24.14 An employee terminating his/her employment for any reason at a time when an unused period of vacation with pay stands to his/her credit shall be allowed vacation calculated to the date of his/her leaving the service, as provided for in Clauses 24.1, 24.2, 24.3, 24.4 and 24.5 and if not granted shall be allowed pay in lieu thereof.

24.15 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.

24.16 An employee who leaves the service of his/her own accord or who is dismissed for cause and not reinstated in his/her former seniority standing within two years of date of such dismissal shall, if subsequently returned to the service, be required to again qualify for vacation with pay as provided in Clause 24.1.

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

24.18 Applications for vacation from employees filed between December 15th of the previous year and January 31st, shall insofar as it is practicable to do so be given preference in order of seniority. Vacation must be taken in increments of a minimum of forty (40) hours, unless mutually agreed otherwise between the employee and the company. Such mutual agreement will not be unreasonably withheld. Applicants applying between December 15th of the previous year and January 31 will have

preference over later applicants. Applicants will be advised in February of the dates allotted them and unless otherwise mutually agreed, employees must take their vacation at the time allotted.

Note 1: When a general holiday falls on an employees' scheduled vacation day, the scheduled amount of vacation may be reduced accordingly.

Note 2: Employees with 20 days or more vacation will be allowed to take 80 hours vacation in 1 day or more random increments, subject to the requirements of service. Such requests must be made in advance to the immediate supervisor.

24.19 Unless otherwise mutually agreed, employees who do not apply for vacation prior to February 1st shall be required to take their vacation at a time to be prescribed by the Company.

24.20 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 years' earnings, less an appropriate amount (approximately 30%) to cover standard deductions.

24.21 Machine Operators will be paid at a Machine Operator's rate if they take vacation outside of the Work Program season.

NOTE: See Letter of Understanding dated Oct. 30/95 "VACATIONS WITH PAY"

24.22 Employees are eligible for overtime on rest days prior to, but not at the end their vacations. If the vacation extends beyond one week, employees will not be eligible on intermediate rest days.

NOTE: See Letter of Understanding dated Oct. 30/95. "VACATIONS WITH PAY"

SECTION 25

Rates of Pay

**Effective
Jan. 1/11**

Track Forces

(a) Track Maintenance Foreman	\$23.866
Asst. Track Maintenance Foreman	\$23.153
Trackman	
0- 6 mths	\$21.235
7-24 mths	\$21.775
Over 24 months	\$21.881
(b) Extra Gang Foreman	
Level 1	\$30.845
Level 2	\$28.496
Level 3	\$27.131
Asst. Extra Gang Foreman (Clause 13.14)	\$24.469
Snow Plow Foreman, Flanger Foreman and Spreader Foreman covered by Clause 12.1	\$27.930
(c) Maintainer /Truck Driver (with crane); Payloader Operator	\$25.562

NOTE: Effective January 1, 2013 the rates of pay will be increased by .5% and COLA capped at 1.5%.

Effective January 1, 2014 the rates of pay will be increased by 3%.

***Note:** January 1, 2013 COLA will be determined by the Consumer Price Index average increase from November 2011 to November 2012 published by Statistics Canada.

NOTE: Upon successful completion of the training program specified in Section 26, employees occupying positions in the following classifications shall be entitled to the following rates of pay:

**Effective
Jan. 1/11**

Track Maintenance Foreman 8 or more men excluding Foreman
\$26.355

Track Maintenance Foreman 0-7 men excluding Foreman
\$25.562

Asst. Track Maintenance Foreman
\$23.797

Track Maintainer \$22.452

Asst. Extra Gang

Foreman \$26.217

Extra Gang Foreman \$30.845

(d) Signalmen, Bridgetenders - manual operation and watchmen

1st year's service \$20.692\$

2nd year's service \$21.016

Thereafter \$21.214

Minimum probationary rate
(Clause 25.4) \$16.674

NOTE: Effective January 1, 2013 the rates of pay will be increased by .5% and COLA capped at 1.5%.

Effective January 1, 2014 the rates of pay will be increased by 3%.

***Note:** January 1, 2013 COLA will be determined by the Consumer Price Index average increase from November 2011 to November 2012 published by Statistics Canada.

NOTE: 250 days' work, including probationary period specified in Clause 13.1 shall constitute one year's service.

January 1, 2005 there will be an adjustment of .10 cents per hour for all Track Maintenance Foremen.

January 1, 2006 there will be an adjustment of .10 cents per hour for all Track Maintenance Foremen.

**Effective
Jan. 1/11**

B. & B. Forces

(e) B. & B. Foreman	\$28.707
Painter Foreman	\$25.013
Carpenters -	
1st year	\$25.440
2nd year	\$25.669
Thereafter	\$25.882

Bridge or Rough Carpenters -	
Less than 2 years' experience	\$22.933
3rd Year	\$23.246
4th Year	\$23.676
Thereafter	\$24.014

Painters -	
1st year	\$24.879
Thereafter	\$25.182

Bench Carpenters, Plumbers, Pipefitters, Tinsmiths, Blacksmiths, Rail Welders, Pump Repairers, Masons, Bricklayers, Plasterers, Electricians -	
Less than 2 years' experience	\$24.515
2 years & under 3	\$25.062
3 years & under 4	\$25.707
Full Rate	\$26.337

Leading Hand Carpenter	\$26.442
Helpers to all classes of Mechanics	\$21.757
Oiler Helper	\$21.991
Full Time Truck Driver	\$22.505

**Effective
Jan. 1/11**

B. & B. Gang Labourers (including -
Bridge Tenders - Mechanical Operation)

Probationary Period	\$17.183
Balance of 1st year	\$21.200
2nd year	\$21.525
Thereafter	\$21.722

NOTE: Effective January 1, 2013 the rates of pay will be increased by .5% and COLA capped at 1.5%.

Effective January 1, 2014 the rates of pay will be increased by 3%.

***Note:** January 1, 2013 COLA will be determined by the Consumer Price Index average increase from November 2011 to November 2012 published by Statistics Canada.

January 1, 2005 there will be an adjustment of .10 cents per hour for all B & B Foremen.

January 1, 2006 there will be an adjustment of .10 cents per hour for all B & B Foremen.

NOTE: 250 day's work including probationary period shall constitute one year's service.

Shift Differentials

25.2 Effective April 1, 2005 employees whose regularly assigned shifts commence between 1400 and 2159 hours shall receive a shift differential of 55¢ per hour, and employees whose regularly assigned shifts commence between 2200 and 0559 hours shall receive a shift differential of 60¢ 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.

25.3 Four or more years' experience as a helper with the Railway will count, upon promotion to the mechanics' classification, as two years' experience as a mechanic.

25.4 The minimum hourly rate for probationary employees as defined in Clause 13.1 shall be specified in Clause 25.1 (c) and (d).

This Clause 25.4 does not apply in respect of employees who on entering the service can show evidence of six months' service in similar work on any Railway.

An employee who, on entering the service can show evidence that he/she has had six months' service as a Trackman on any Railway will receive the rate of trackman 7 - 24 months.

An employee who, on entering the service can show evidence that he/she has, in accordance with the provisions of Section 26 hereof, received the training and is qualified in any of the classifications referred to in Clause 25.1 (a) or (b), shall upon filling a position in such classifications be paid the rate applicable to qualified employees in those classifications.

25.5 On Railways and in territories where Maintenance of Way Employees are assigned exclusively to steel bridge work, rail and reclamation plants, or other work of a special nature for which seniority territories are established by agreement between the TCRC-MWED President and officers of the Railway under the provisions of Clause 13.7, the rates to be paid and any special conditions shall be mutually agreed upon between the TCRC-MWED President and the proper officer of the Railway.

25.6 Employees temporarily assigned to higher-rated positions shall receive the higher rates in accordance with Clauses 25.1 and 26.5, while occupying such positions.

25.7 Employees temporarily assigned to lower-rated positions shall not have their rates reduced.

Compensation for Additional Positions or Classifications

25.8 When additional positions or classifications are created, compensation shall be fixed in conformity with agreed rates for similar positions or by agreement between TCRC-MWED President and officers of the Railway.

SECTION 26

Training (Track Forces Only)

26.1 Employees taking training under this Training Program shall, for the purpose of this Agreement, be designated as follows:

(a) **Regular Employee:** An employee holding a position as an Extra Gang Foreman, an Assistant Extra Gang Foreman, a Track Maintenance Foreman, an Assistant Track Maintenance Foreman, a Track Maintainer, or a Trackman, prior to January 1, 1978, or an employee being qualified as a Track Maintainer pursuant to paragraph (b) below.

(b) **Trainee:** An employee establishing seniority as a Trackman on or after January 1, 1978. Such employee shall be regarded as a Trainee until he/she becomes fully qualified as a Track Maintainer, after which he/she will be regarded as a regular employee.

26.2 A Regular Employee will be required to take training and attempt the qualifying tests in all classifications in which he/she holds seniority. In instances where an employee requests that he/she not be required to take training because of particular circumstances, his/her case will be reviewed by the TCRC-MWED President or his/her authorized representative, and

proper officer of the Company. In the event such employee does not take training, he/she will not be entitled to the higher rate.

A Regular Employee holding seniority in a higher classification, who fails to qualify in such higher classification, shall retain seniority in such classification until he/she relinquishes it in accordance with the provisions of this Agreement.

26.3 A Regular Employee will not be permitted to apply for or take training for promotion until he/she has successfully completed the qualifying tests in his/her present classification.

26.4(a) A regular employee hired prior to January 1, 1978, who applies for and successfully completes training for promotion may, when his/her seniority entitles him/her, accept such promotion.

(b) An employee hired on or after January 1, 1978, who applies for and successfully completes training for promotion may, when his/her seniority entitles him/her, accept such promotion.

26.5 The Company shall determine the order in which employees will receive their training. The selection will be based on seniority order to the extent practicable. However, a senior employee shall not lose seniority in a higher classification to a junior employee when, through no fault of his/her own, such senior employee has not had the opportunity to take training and qualify. Until he/she takes training, such senior employee shall, while occupying a position in a higher classification, be paid the rate applicable to qualified employees.

26.6 An employee selected for training must attend and actively participate in all training sessions.

26.7 While in training, an employee will be paid at the rate of pay he/she would have received had he/she not been in training and will be allowed away-from-home expenses in accordance with Section 21.9. Time spent travelling, outside of regular working hours, up to a maximum of 13 hours in any day will be paid to employees directed by the Company to attend training at any away-from-home location. No time will be paid to those

employees required to travel 65 kilometres or less to the training location.

26.8 When regular rest days coincide with the classroom training session, other rest days off will be given without loss of pay.

26.9 If, through mutual agreement in writing between the employee and the appropriate Company officer an employee's annual vacation is rescheduled to enable him/her to attend the Training Program, the provisions of Clause 24.12 shall not apply and the employee affected shall be granted his/her vacation at a mutually convenient later date.

26.10 The Company shall provide each employee taking training with textbooks and/or written material required for training which will remain the property of the Company and must be returned on request or on leaving Maintenance of Way service.

26.11 Employees will, when required, assist other employees to learn and understand the various aspects of their jobs.

26.12 The requirements for qualification in each classification, the training and corresponding tests to be given will be established by the Company. The TCRC MWED President will be given an opportunity to review written course material to be used in the training program.

Track Maintenance Course >	prior to appointment
Drivers Licence	prior to appointment
CROR "D" Book	prior to appointment
Basic First Aid	12 months
Basic CPR	12 months
Track Foreman Course	12 months

26.13 An employee taking training will be required to take the corresponding oral, practical, and/or written tests. A Trainee who fails a test on the first attempt will be given a second opportunity to pass such test prior to the expiration of two years' cumulative compensated service. A regular employee who fails a test on the first attempt will be given a second opportunity to pass such test within a reasonable period of time.

When training is delayed, employees would not be penalized and would qualify for the higher rate after two years for Track Maintainers and one year for Track Maintenance Foremen. Once training has been provided, any employee who fails will have their rates reduced.

26.14 A Trainee must qualify as Track Maintainer prior to accumulating two years of cumulative compensated service. A Trainee who fails twice on the Track Maintainer's test during such two year period will be released from service or in the case of Trackman "B" having seniority as such prior to January 1, 1978, or an employee who transferred from another sub-department in Maintenance of Way service, such employee may, seniority permitting, return to his/her former position.

26.15 A Regular Employee who fails twice on any test will be considered for further testing on his/her own time, and providing that the Company is not put to any expense or undue inconvenience. Such employee desiring further testing must apply in writing to his/her supervisor requesting an appointment.

26.16 An employee who fails any test and claims he/she did not have a proper test may appeal the decision under the provisions of Clause 18.6, starting at Step II.

26.17 Notwithstanding the provisions of Clause 13.9, an employee may accept promotion to a higher classification and will be paid the untrained rate, in order of seniority prior to taking training in such classification. An employee so promoted must complete the training and become qualified within 12 months from the date he/she is promoted to such higher classification or be returned to his/her former position and forfeit any seniority acquired through such promotion.

26.18 An employee will not be required to attempt a particular qualifying test without having had an opportunity to receive the appropriate training or be exposed to that aspect of the job.

26.19 An employee who has successfully passed all tests in a classification will receive a card certified by the Chief Engineer. An employee becoming qualified in the classification of Extra

Gang Foreman or Track Maintenance Foreman will also receive a diploma certified by the Chief Engineer.

SECTION 27

Benefits

Life Insurance Upon Retirement

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

Dental Plan

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

Employee Benefit Plan

27.3 Refer to the appropriate supplemental agreement for provisions governing:

- * Weekly Indemnity
- * Medicare Allowances
- * Extended Health Care

Continuation of Benefits on Retirement

27.4 Effective September 22, 2008 Health and Welfare benefits applicable to active employees will continue until age 65 for employees:

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

NOTE: Employees who retired prior to September 22, 2008 will have continuation of benefits that were applicable upon his/her retirement date up to age 65.

Injured on Duty

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

Worker Compensation/Weekly Indemnity

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

27.7 In the event that an employee's claim for worker's compensation benefits is challenged either by the Company or

the Worker's Compensation Board, or if such claim is delayed for more than two weeks, from the time reported, the employee may apply for Weekly Indemnity benefits. Applications for Weekly Indemnity benefits under this provision will be processed in the normal manner as regular weekly indemnity claims and will be adjudicated in accordance with our weekly indemnity provisions excluding the requirement that the injury/illness cannot be work related. In making application for weekly indemnity benefits under this provision the employee will be required to complete a waiver directing that should the WCB claim be approved, WCB will reimburse the Company's insurance carrier directly. This means that the employee must submit both parts A and B of the weekly indemnity claim and provide additional information if required.

SECTION 28

Employment Security and Income Maintenance Plan

31.1 The provisions of the current Supplemental Agreement governing the Employment Security and Income Maintenance Plan will apply to employees covered by this Agreement.

SECTION 29

Certificate of Service

29.1 Employees leaving the service of the Railway shall be furnished with certificate of service, if requested.

SECTION 30

General

Cleaning Latrines

30.1 Employees shall not be required to clean out public station latrines or septic tanks.

Stoves in Tool Houses

30.2 The use of stoves will be permitted in tool houses.

Performance of Maintenance of Way Work by Employees Outside of Department

30.3 Except in cases of emergency or temporary urgency, employees outside of the maintenance of way service shall not be assigned to do work which properly belongs to the maintenance of way department, nor will maintenance of way employees be required to do any work except such as pertains to his/her division or department of maintenance of way service.

30.4 Left blank intentionally.

Distribution of Pay Cheques

30.5 Employees will be paid every other Thursday in accordance with the Memorandum of Agreement dated December 20, 1967.

30.6 All employees will be required to enroll in mandatory direct deposit.

SECTION 31

Applicable to Track Forces Only

Line of Promotion

31.1(a) The line of promotion for employees in the Track Department shall be as follows:

Trackman/Track Maintainer
Leading Track Maintainer
Assistant Track Maintenance Foreman
Track Maintenance Foreman
*Assistant Extra Gang Foreman
*Extra Gang Foreman

* Section 14.10 does not apply to these classifications.

(b) An employee who has established seniority as an Assistant Extra Gang Foreman prior to January 1, 1978 shall not be required to take training or establish seniority as Extra Gang Foreman. Such an Assistant Extra Gang Foreman shall be paid the rate specified in Clause 25.1 (b).

(c) An Assistant Extra Gang Foreman who takes training and becomes qualified as an Extra Gang Foreman may accept promotion as Extra Gang Foreman when seniority entitles him/her. Being found unqualified as an Extra Gang Foreman, will result in forfeiture of his/her Extra Gang Foreman seniority; however, in such case the employee shall retain entitlement to the rate specified in Clause 25.1 (b) while working as Assistant Extra Gang Foreman.

Trackman/Track Maintainer

31.2(a) A Track Maintainer is defined as an employee who has successfully completed the training program for such classification and has passed the qualifying tests as outlined in Section 26.

(b) The position of Trackman/Track Maintainer is to be regarded as one which has been assigned in accordance with the provisions of Section 14.12 and which has been worked, in the preceding eighteen months, by the Trackman/Track Maintainer assigned to it or by the senior Trackman/Track Maintainer who has displaced him/her.

(c) A Trackman/Track Maintainer who has been laid off on account of reduction of staff and who is unable to exercise displacement rights in accordance with Clause 31.2 (d) shall have preference of employment in order of seniority in any extra gangs.

NOTE: See Understanding No. 11.

(d) A Trackman/Track Maintainer whose position was abolished will have prior rights to return to his/her former position if such position is re-established within a period of eighteen months, except that such prior rights will not extend over a

Senior Trackman/Track Maintainer who has been displaced and is exercising seniority to displace a junior employee.

Special Maintenance and Extra Gangs

31.3 (a) Trackman/Track Maintainers employed in temporary extra gangs to be known as special maintenance gangs, doing section maintenance work, shall be paid the applicable Trackman or Track Maintainer rate.

NOTE: See Understanding No. 12.

(b) Section rates of pay shall not apply on large temporary extra gangs employed in ballasting and lifting track where new material has been distributed continuously along the line, relaying rail out of face, lining and other work incidental to such ballasting and relaying rail, or in other work too heavy for regular section gangs to perform.

(c) Extra gangs shall not be used to take the place of regular section gangs.

Section Houses and Dwellings

31.4(a) Where provided, the Company shall keep Bunkhouses in good repair. The Company shall also furnish when required, storm doors, storm windows (for cold sections of the country), and shall also furnish window and door screens when necessary.

(b) Deleted

(c) Where necessary at outlying points where other living accommodation is not available, suitable quarters for sleeping and eating shall be provided for track forces and/or B & B, which shall be kept in good repair.

NOTE: See Letter of Understanding dated Dec. 20/95 "*Job Exchange*"

(d) Where it is necessary to transport water for the use of the employees living in Company dwellings, good water and suitable receptacles shall be provided. When water is not available in the

vicinity, and is not supplied by the Company, it may be obtained on Company time.

Special Pay Provisions

31.5(a) Labourers in extra gang engaged practically all year round shall be paid the same rates as trackmen, or, if qualified as such, as track maintainers.

(b) A track maintenance foreman required to leave his/her own section gang or put in charge of a combination of more than two section gangs, to put in switches, lift, line or surface track, shall be paid the rate of track maintenance foreman 8 or more employees.

(c) Employees who successfully complete the appropriate training program Extra Gang Foreman (1, 2, 3), shall be paid the applicable rate (Levels 1, 2, or 3).

(d) Extra Gang Foremen holding seniority as such prior to January 1, 1978, in charge of extra gangs of 30 employees or over, or who have had 12 months' service or more as Extra Gang Foreman, shall be paid the maximum rate for Extra Gang Foremen while so employed.

SECTION 32

Applicable to B & B Only

Composition of B & B Gang

32.1 A bridge and building gang will be composed of:

1st Foreman,

2nd Carpenters, who shall be skilled mechanics in house or bench work, and have a proper kit of carpenter's tools,

3rd Bridgemen, who shall be rough carpenters capable of

performing the duties required with a saw, axe and hammer, and have a general experience in bridge work.

4th Bridge and building gang labourers, who shall be capable of performing such work as may be assigned to them.

Pump Repairs - 179.3 Hour Employees

32.2(a) In view of the intermittent character of the work of pump repairers, except as otherwise provided herein, such employees shall be allowed 179.3 hours per four-week period for all work performed during such four-week period. The 179.3 hours per four-week period shall be comprised of 160 straight-time hours and 19.3 hours at time and one-half at the rate to which such employees may be entitled under the provisions of Clause 1 (d) of Article 25.

NOTE: When any employee works less than his/her regular 160 hours in a four-week period, the 19.3 hours referred to in Clause 32.2 (a) will be prorated as per practice currently in effect.

(b) If required to work in excess of 179.3 hours per four-week period, exclusive of time occupied in travelling, such hours will be paid as follows:

Actual overtime hours worked in excess of 160 hours will be accumulated over a twelve-week period.

If these total overtime hours worked exceed 57.9 (comprised of 19.3 hours x 3 four-week periods) such additional hours worked in excess of 57.9 will be paid for at the rate of time and one-half at the conclusion of the twelve-week period.

(c) Should an employee take a position paid on the basis of Rule 32.2 (a), and remain on such position for a period of less than twelve weeks, the period so engaged will be recognized as the cumulation period for the employee. In such circumstances, overtime compensation will be calculated in relation to the total overtime hours worked prorated over the number of weeks actually engaged during the twelve-week period. This does not apply to employees who work for periods of less than one week.

(d) They shall be assigned one regular rest day per week, Sunday if possible, and service on such assigned rest day shall be governed by Clauses 9.1 and 11.1 Hours paid for on such assigned rest days shall not be included in computing the 179.3 hours per four-week period.

(e) Where in regular practice such employees were allowed one day a week off prior to this Agreement, the conditions applicable to such day shall apply to the sixth workday of the workweek and they shall not be required to work on such days except in emergency to make up the 179.3 hours.

(f) Ordinary maintenance or construction work not heretofore required on Sunday shall not be required on the sixth work day of the work week.

Special Pay Provisions

32.3(a) Carpenters employed in the bridge and building department and who are required to perform cabinet making, planing mill, and coach and locomotive carpenter work shall be paid under the same provisions as for bench carpenters.

(b) Rates provided for bridge and building gang labourers will not apply to casual labourers temporarily employed as such, provided that regular bridge and building department employees laid off on account of reduction of staff, who take jobs as labourers and are available for service the year round, shall be paid bridge and building gang labourer's rates.

(c) A bridge and building foreman having his/her gang increased to twenty employees or over, for the supervision of whose work he/she is responsible, shall receive sixty (60) cents per day in addition to his/her regular rate of pay.

NOTE: See Understanding No. 16.

SECTION 33

Interpretation

33.1 It is agreed that the Ontario Northland Railway and the Teamsters Canada Rail Conference Maintenance of Way Employees Division representing the maintenance of way employees shall confer promptly upon notice from either party to the other with respect to any questions which may arise regarding the interpretation of this Agreement.

SECTION 34

Deduction of Dues

34.1 The Agreement signed at Montreal, Quebec on February 7, 1953 by and between the Railways and the respective labour organizations providing in Article 3 for the deduction of dues is made a part hereto, as Appendix "A", as are subsequent amendments thereto, and employees hereby will be subject to these provisions.
See Appendix "A". Union Dues Agreement

SECTION 35

Jurisdiction

35.1 For the carrying out of this Agreement, the Company shall, except as otherwise provided, deal only with duly authorized committees of its maintenance of way employees. At the beginning of each year the TCRC-MWED President will furnish the Company with the names of the committees authorized to deal with such matters.

SECTION 36

Printing of Agreements

36.1 The Company will undertake the responsibility for the printing of this Agreement as may be required from time to time and will absorb the cost of such printing. This will include the cost of printing updated pages.

SECTION 37

37.1 The TCRC-MWED President and the Proper Officer of the Company shall confer promptly upon notice from either party to the other with respect to any questions which may arise regarding the interpretation or application of this Agreement. Interpretations or applications that are agreed to will be concluded in mutual agreement in writing between the TCRC-MWED President and the Officer of the Company. Unless otherwise specified, the Chief Engineer is the Company officer responsible for interpretations and the administration of the Agreement.

Should either the Brotherhood or the Company desire to revise an article or articles, a written statement containing the proposed change shall be given and a conference held within 30 calendar days.

If any of the changes referred to above cannot be settled by mutual agreement during the term of the Collective Agreement, such changes may be progressed during the next open period of the Agreement."

Duration of Agreement

37.2 This Agreement as amended and updated, shall remain in full force and effect until December 31, 2014 and thereafter, subject to four months notice in writing from either party to this Agreement of its desire to revise, amend or terminate it. Such notice may be served at any time subsequent to August 31, 2014.

For ONTC:

For the Union:

P. Goulet
President and CEO

B. Brehl
TCRC MWED President

R. Terry
TCRC MWED Vice President

B. Brake
TCRC MWED Director,
Eastern Region

T. Gallipeau
TCRC MWED

S. Tache
TCRC MWED

T. Onolack
TCRC MWED

UNDERSTANDINGS

With the exception of the following understandings, all previous understandings between the Company and the Brotherhood of Maintenance of Way Employees are null and void.

NO. 1 - SECTION 2.1

Question: How are employees to be paid when twenty minutes is taken for lunch?

Answer: If an employee took twenty minutes in his/her lunch hour he/she would be paid for 40 minutes at time and one-half rate. If however, 20 minutes is taken for lunch during regular working hours there would be no loss of pay, and he/she would be allowed time and one-half if required to work through the regular lunch hour.

NO 2. - SECTION 7.1

Subject to the provisions of Section 7.1 where track work is required on a rest day, preference shall be given to employees regularly working on that track section to perform such work, wherever this is reasonably practicable, before calling employees from an adjoining track section.

NO. 3 - SECTION 12.1

Question: Does the Snow Plow Foreman assigned to such position have rights to position of Flanger Foreman or Spreader Foremen when snow plow is not required?

Answer: Yes.

NO. 4 - SECTION 12.1

A Track Maintenance Foreman bidding in a Section on which a Snow Plow Foreman is required must qualify as a Snow Plow Foreman unless there are at the location sufficient Snow Plow Foremen or track department employees willing to qualify as such to meet requirements.

Should a Senior Snow Plow Foreman desire to exercise his/her seniority rights at any location he/she must make himself/herself available when required.

NO 5. - SECTION 12.2

Question: Should regular Trackmen, Track Maintainers and Leading Track Maintainers in order of seniority have preference for the purpose of assisting Snow Plow Foreman in the operation of a snow plow?

Answer: Yes, if qualified.

NO. 6 - SECTION 12.3

Question: Section 12.3 of the Agreement, Snow Service reads as follows:

"The rate applicable will be paid the employee for the hours he/she is entitled to pay from the time required to report for duty at home station until released from duty on return to home station, at straight time within regularly assigned hours for section work and at the rate of time and one-half outside the limits of such regularly assigned hours except that for deadheading he/she shall be paid at pro rata rate."

In view of the varied interpretations placed upon the words "for the hours he/she is entitled to pay", contained in this Clause, how will the snow plow foreman be compensated under the following conditions?

Example 1: A snow plow is called at Station "A" at 13K Wednesday and works to Station "B" tying up at Station "B" at 20K Wednesday and remaining at Station "B" until 6K Thursday when the plow foreman is called and works back to Station "A" arriving there at 14K. Foreman provided with suitable sleeping accommodation at Station "B". His/her assigned hours are 8K to 17K and twenty minutes allowed for meals en route. (See Section 2.11 of the Agreement).

Snow Plow Foreman should be compensated:

From "A" to "B" - 13K to 17K at straight time rate. 17K to 20K at the rate of time and one-half.

From "B" to "A" (return trip) - 6K to 8K at the rate of time and one-half.

8K to 12K at straight time rate.

12K to 13K at the rate of time and one-half.

13K to 14K at straight time rate.

Example II: A snow plow is called at Station "A" at 13K Friday and proceeds to Station "B" tying up at "B" at 24K. Plow is held at Station "B" and snow plow foreman, whose assigned hours are 8K to 17K Monday through Friday, is instructed to return to his/her home section at "A". There was no transportation available until Monday morning. Foreman was provided with suitable sleeping accommodation at Station "B".

Snow Plow Foreman is compensated:

From "A" to "B" - 13K to 17K at straight time.

17K to 24K at the rate of time and one-half.

Detention time allowed under Section 11.1 of the Agreement.

Saturday awaiting conveyance - 16 hours straight time. Sunday

awaiting conveyance - 16 hours straight time. Deadheading time on Monday from "B" to "A" to be paid at straight time rate.

Example III: A snow plow is called at Station "A" at 13K Tuesday and proceeds to Station "B" tying up at 20K. Plow is held at Station "B" all day Wednesday where snow plow foreman is provided with suitable sleeping accommodation. Plow leaves Station "B" on Thursday at 10K arriving Station "A" at 18K. The foreman's assigned hours are 8K to 17K, Monday through Friday.

Snow Plow Foreman should be compensated:

Tuesday - 13K to 17K at straight time.

17K to 20K at time and one-half.

Wednesday - 8K to 24K at straight time for detention as per Section 11.1 of the Agreement.

Thursday - 8K to 24K at straight time.

12K to 13K at time and one-half.

13K to 17K at straight time. 17K to 18K at time and one-half.

NO. 7. - SECTION 13.9

Question: "A" is a section from which a snow plow is operated. Can the railway require that Trackmen, Track Maintainers and Leading Track Maintainers bidding on positions bulletined for this section, be qualified or qualify for the operation of snow plows?

Answer: No. The Brotherhood and Management will cooperate in endeavouring to have sufficient qualified employees available to man snow fighting equipment.

NO. 8. - SECTION 14

There is a vacancy for the position of Track Maintenance Foreman, and a Trackman, Track Maintainer or Leading Track Maintainer having the necessary service, and considered qualified, bids in same and is accepted, but after a period of six to eight months he/she falls down on the job and is reduced, although still retaining his/her qualifications as a Trackman, Track Maintainer or Leading Track Maintainer.

Question: Where does he/she go, back to his/her former position on section or to any section which his/her seniority entitles him/her to go?

Answer: Unless satisfactorily placed by mutual arrangement, employee may exercise his/her seniority as Trackman, Track Maintainer or Leading Track Maintainer.

NO. 9. - SECTION 14.20

Question: What is meant by the term "service" as contained in Section 14.20 of the Agreement?

Answer: Date of entry into service as a Maintenance of Way Employee under this Agreement.

NO. 10 - SECTION 31.2 (d)

A Trackman/Track Maintainer temporarily displaced from his/her section and who exercises his/her seniority to a Trackman/Track Maintainer position on another section may return to his/her own section when work on such section is re-opened, unless in the meantime he/she has bid in a bulletined position.

NO. 11. - SECTION 31.2 (d)

It will not be necessary for the Trackman or Track Maintainer, having completed his/her probationary period under this Agreement to complete a probationary period as an extra gang labourer. He/she will be paid the maximum rate per hour applicable to a temporary extra gang labourer.

It is also understood that when a temporary extra gang labourer is employed on a regular section gang he/she will be required to comply with the provisions of Section 13.1 of this Agreement if he/she has not previously done so.

NO. 12. - SECTION 31.3 (a)

Effective February 1, 1942, service performed in a special maintenance gang by a probationer who has had service on a regular section will be counted towards completing the probationary period as specified in Section 13.1 of this Agreement.

NO. 13 - SECTION 18.5

Question: When an employee is dismissed from the service of the Railway and later reinstated in a lower classification, can he/she displace any junior employee or only fill a vacancy?

Answer: It was considered that, generally speaking, this question should be automatically decided by the terms under which the employee returns to the service of the Railway. This is a question which would be best determined by the representatives of the Brotherhood and the Local Officers of the Railway who would have full particulars with respect to the case.

Generally speaking, they should be guided by the principle that the return of an employee to the service of the Company, who has been dismissed or demoted for cause, should not be permitted to displace other employees.

NO. 14 - SECTION 11.1

Question: If an employee had been instructed to relieve a Foreman at Point B, would he/she be entitled to the Foreman's rate of pay while travelling to and from Point B?

Answer: Unless he/she was voluntarily exercising his/her seniority rights, he/she would be paid under Section 11.1 of the Agreement at his/her regular rate until he/she assumed the duties of Foreman at Point B and he/she would be paid in accordance with the same clause at Foreman's rate when travelling from Point B to resume his/her regular duties.

NO. 15 - SECTION 13.2

Question: Should an employee who left the service of his/her own accord be required, upon re-employment, to serve the probationary period stipulated in Section 13.1 of the Agreement before receiving the minimum rate established by the schedule?

Answer: The object of Section 13.1 is to secure qualified employees for the service, therefore, if the experience of an applicant meets the requirements of this Section he/she is, if employed, entitled to the minimum schedule rate.

NO. 16. - SECTION 32.3 (c)

Question: How shall overtime be calculated for a Bridge and Building Foreman who qualifies for compensation under this clause?

Answer: When, during overtime hours, the gang is 20 employees or more, overtime will be based on the regular daily rate of the foreman plus 60 cents. When, during overtime hours, the gang is less than 20 employees, overtime will be based on the regular daily rate.

NO. 17 - GENERAL

Assigning of Trackmen, Track Maintainers, or Leading Track Maintainers to paint switch targets when regular painters available for such work.

Disposition: When the volume of work at any one point is sufficient to warrant it, a painter if available, will be assigned.

NO. 18 - SECTION 9.2

A patrol over two sections is required by the Company on the sixth day of the regular work week as a regular practice. On one of the sixth days that the patrol is normally required, the same employees who may regularly perform the patrol are not assigned.

Question: Would the employees who perform the patrol still be covered by the application of Clause 9.2 even though they do not regularly perform the patrol?

Answer: Yes. It is the intention of this Section that the patrol be required as a regular practice. It is not the intention that the same employee(s) must also be assigned as a regular practice in order to be paid in the manner prescribed.

APPENDIX "A"

UNION DUES AGREEMENT

Deduction of Dues

The Railways shall deduct on the payroll for the 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 appropriate Organization, subject to the conditions and exceptions set for hereunder.

1. The amount to be deducted shall be equivalent to the uniform, regular dues payment of the appropriate Organization which is signatory to the Agreement 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 appropriate Organization in accordance with its constitutional provisions. The provisions of this article shall be applicable to each individual Organization on receipt by the Railway concerned of notice in writing from such Organization of the amount of regular monthly dues.

2. Employees filling positions of a supervisory or confidential nature not subject to all the rules of the applicable Agreement as may be mutually agreed between the designated officers of the individual Railway and of the Organization concerned shall be excepted from dues deduction.

3. Membership in any of the Organizations signatory hereto shall be available to any employee eligible under the constitution of the applicable Organization 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.

4. Deductions for new employees shall commence on the payroll for the first pay period which contains the 24th calendar day of the month.

5. 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 Railways in such month. The Railways 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.

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

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

8. The amounts of dues so deducted from wages accompanied by a statement of deductions from individuals shall be remitted by the Railways to the officer or officers of the Organization concerned, as may be mutually agreed by the Railway and the applicable Organization, not later than 40 calendar days following the pay period in which the deductions are made.

9. The Railways shall not be responsible financially or otherwise either to the Organization or to any employee, for any failure to make deductions or remittances. However, in any instance in which an error occurs in the amount of any deduction of dues from an employee's wages the Railway shall adjust it directly with the employee. In the event of any mistake by the Railway in the amount of its remittance to the Organization, 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 or officers of the Organization.

10. The question of what, if any, compensation shall be paid the Railways by the Organizations signatory hereto in recognition of the 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.

11. 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 Railways pursuant to the first paragraph of Article III of this Agreement, all parties shall cooperate fully in the defence of such action. Each party shall bear its own cost of such defence except that if at the request of the Organization or any of them counsel fees are incurred those shall be borne by the Organization or Organizations so requesting. Save as aforesaid the Organizations, jointly and severally, shall indemnify and save harmless the Railways from any losses, damages, costs, liability or expenses suffered or sustained by them as a result of any such deduction or deductions from payrolls.

Letters of Understanding

Starting Time Rules

Montreal, Quebec
March 13, 1970

Mr. C. Smith
Vice-President
Brotherhood of Maintenance of Way Employees
115 Donald Street
Winnipeg 1, Manitoba

Referring to your discussions today with Mr. J.D. Anderson, Vice-President, Industrial Relations, CP Rail, in which you expressed the concern on the part of some members of your General Committee as to the manner in which the Railways intend to apply the new starting time rules agreed to in the Memorandum of Settlement signed on February 18, 1970.

We are prepared to advise the line officers that the purpose of the flexibility in starting times which will enable a particular work force to function in the manner that will achieve higher productivity. It was realized by all concerned at the negotiations that maintenance and construction work on the Railways' facilities must, to the extent possible, be performed at times when conditions permit the undertaking to be progressed in the most efficient and productive manner and the purpose of the rule is to meet these conditions. There is no intention whatever that starting times be changed as you put it to suit the personal desire or convenience of any Company officer. Starting times will not be changed except where it is necessary to do so to obtain proper productivity and efficiency in the work force.

The foregoing is consistent with the application of starting time flexibility in the other Collective Agreements in the Railway industry.

Yours truly,

(Original signed D.M. Dunlop)
Chairman, Operating Committee

(Original signed K.L. Crump)
Executive Secretary

ONTARIO NORTHLAND RAILWAY

CANADIAN NATIONAL RAILWAYS

CP RAIL

Report Late for Work

Montreal Quebec
April 28, 1978

Mr. R.E. Peer
Chairman Associated Railway Unions
Negotiating Committee
Suite 1, 332 Lafleur Avenue
Ville LaSalle, Quebec H8R 3H5

Dear Mr. Peer:

The following letter will be sent to the line management:

"This will confirm the understanding reached during negotiations concerning the policy which is to be adopted with respect to employees who, because of severe snow conditions, either report late for work or unable to report at all.

All employees are expected to make every effort to report for work on time, notwithstanding snow or storm conditions. However, in the circumstances quoted above, it is agreed that employees, except Running Trades and Sleeping, Dining and Parlour Car employees, who arrive late for their assignments, but report prior to the mid-point of their tour of duty, will be paid for the day provided such late arrival is directly attributable to the aforementioned severe snow conditions. Employees who report after the mid-point of their tour of duty will be paid one-half day.

With respect to employees who are unable to report for work due to the aforementioned severe snow conditions, or who report after the mid-point of their tour of duty, it is agreed that notwithstanding the provisions of the Collective Agreement, such employees may be given the opportunity to work additional hours at straight time rates in order to make up part or all of such lost time. It is understood that such arrangements will only apply

insofar as they do not conflict with the provisions of the Canada Labour Code.

The above policy only applies when the proper municipal authorities have requested the public to leave their motor vehicles at home and local public transportation services are not operating due to snowstorms.

The nature of work in which the Running Trades and Sleeping, Dining and Parlour Car staff are involved results in certain vagaries and uncertainties from day to day. Furthermore, the Collective Agreements covering these employees contemplate their services being interrupted by storm conditions and there are arrangements in their Collective Agreements in respect thereto. Alternatively, it is recognized, generally speaking, that opportunities will occur for such employees to make up lost miles or time resulting from storm conditions. Therefore, no special arrangements are contemplated for these employees."

Yours truly,

FOR THE RAILWAYS SIGNATORY
TO THE MASTER AGREEMENT:

(Sgd.) S.T. Cooke
Asst Vice-President
Labour Relations

(Sgd.) R. Colosimo
Asst Vice-President
Industrial Relations

Canadian National Railways CP Rail

CANADIAN NATIONAL RAILWAY COMPANY

CP RAIL

ONTARIO NORTHLAND RAILWAY

Work in More than One Province

Montreal, Quebec
March 5, 1982

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

Dear Sir:

This has reference to the granting of holidays to employees who as a part of their regular assignment work in more than one province where the holidays differ.

Following review of this subject, it has been established that, under the circumstances, employees who by the nature of their work may be required to work in more than one province, will be granted holidays with pay on the basis of their location of their headquarters, irrespective of where they may actually be working on the holiday in question.

The same principle applies to employees who transfer their headquarters from one province to another, in that they would be granted holidays with pay on the basis of their headquarters at the time the holiday occurs. However, as a consequence of employees' transferring from one province to another, no employee shall be entitled, if qualified, to less than or more than a total of eleven general holidays in any one year.

This letter will supersede previous letters on this subject.

Yours truly,

(Sgd.) W.H. Morin
Vice-President
Labour Relations
Canadian National Rlwy. Co.

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

Special Arrangements for an Employee Who Becomes Physically Disabled

North Bay, Ontario
April 26, 1982

Mr. A. Passaretti
Vice-President
Brotherhood of Maintenance of
Way Employees
Suite 1, 1708 Bank Street
Ottawa, Ontario K1V 7Y6

Dear Sir:

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

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

A disabled employee placed on a position shall not be displaced by an able-bodied employee so long as he/she remains on that position except when a senior employee is otherwise unable to hold a position within his 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 Director Eastern Region may discuss the circumstances with the Company.

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

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

Yours truly,

P.A. Dymont
General Manager

I CONCUR:

(Sgd.) A. Passaretti
Vice-President
Brotherhood of Maintenance of Way Employees

Ontario Northland Railway

Contracting Out of Work

North Bay, Ontario
May 22, 1985

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

Dear Sir:

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

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

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

- (5) The required time of completion of the work cannot be met with the skills, personnel or equipment available on the property; or
- (6) Where the nature or volume of the work is such that undesirable fluctuations in employment would automatically result.

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

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

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

Such advice will contain a description of the work to be contracted out; the anticipated duration; the reasons for contracting out and, if possible, the date the contract is to commence. If the TCRC-MWED Director, 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 TCRC-MWED Director, 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 out, it will be arranged at a mutually acceptable time and place.

Where a Union contends that the Company has contracted out work contrary to the foregoing, the Union may progress a

grievance by using the grievance procedure which would apply if this were a grievance under the Collective Agreement. Such grievance shall commence at Step 2 of the grievance procedure, the Union officer submitting the facts on which the Union relies to support its contention. Any such grievance must be submitted within 30 days from the alleged non-compliance.

Yours truly,

P.A. Dymont
General Manager

ONTARIO NORTHLAND RAILWAY

Work to be Performed on Boarding and Work Gang Service Equipment

Understanding agreed to between the Railway and the authorized representatives of the Carmen and Bridge & Building Workers as to the division of work to be performed on Boarding and Work Gang Service Equipment.

- (1) Carmen shall retain all construction of steel cars when being built or under general repairs and modifications.
- (2) All work now performed by Carmen and B. and B. workers on wooden cars will remain status quo until these cars are retired.
- (3) Carmen's work on steel cars will consist of all steel and wood work, painting and stencilling to the body and frame, all inside finishing and trimming such as ceiling, walls, floors, room dividers, including general repairs as to readiness for service.
- (4) All running gear maintained by Carmen.
- (5) After Carmen have made these steel cars wholly serviceable the B. & B. workers can make emergency minor repairs that occur on the road to doors, windows, screens, roof patching, touch up painting to the repairs that they have made on these cars.
- (6) All stoves and refrigerators installed in construction, and modifications in steel cars will be done by Carmen. Heater stoves and refrigerators removed for storage and reinstallation for service to be done by B. & B. workers.

All the work agreed to between the Carmen and Bridge and Building Employees on the above mentioned Boarding and Work Gang Service equipment will remain as outlined above unless otherwise mutually agreed upon in writing between the Carmen and Bridge and Building Employees.

FOR THE EMPLOYEES:

R. Marsh
E.L. Desjardins
Bro. of M of W Employees

William G. Bishop
Bro. of Rly. C. of A.

FOR THE RAILWAY:

E.A. Frith
General Manager

APPROVED BY:

A.F.H. Hopper
System Federation
General Chairman
Bro. of M. of W. Employees

F.A. Armstrong
Gen. Vice-President
Bro. of Rly. C. of A.

North Bay, Ontario
November 6, 1967
File: 8405-2

ONTARIO NORTHLAND

Agreement #7.1- Vacations with Pay

North Bay, Ontario
October 30, 1995

8375 - 1

Mr. R.F. Liberty
System Federation Chairman
Brotherhood of Maintenance of Way Employees

Dear Mr. Liberty:

This is to confirm our discussions during recent bargaining on working rules contained in Agreement #7.1. It was agreed that the following understandings will be adopted when dealing with **Section 24 - Vacations with Pay**.

- Employees going on vacation will only be eligible for overtime calls on the rest days immediately prior to the vacation period and not prior to them returning to their next regulate shift.
- For employees transferred to the Work Service Agreement during the Extra Gang season who take their vacation AFTER the work season, the rate will be established based on the majority of shifts during the work season.

When the vacation is taken PRIOR to the start of the work season, the rate will be established based on the majority of shifts in the prior work season.

R.G. Leach
Chief Engineer

RGL:jek

ONTARIO NORTHLAND

Job Exchanges

North Bay, Ontario
December 20, 1995

8375 - 1 H

Mr. R.F. Liberty
System Federation Chairman
Brotherhood of Maintenance of Way Employees

Dear Mr. Liberty:

Re: Job Exchanges

This will confirm our discussions during recent bargaining on working rules contained in Agreement 7.1 concerning employees assigned to locations which do not have bunkhouses. The Company agreed that in instances where the assignment of an employee to a location not equipped with a bunkhouse facility may cause undue hardship, discussions will be held to try and minimize the impact on the employee through a job exchange.

Job exchanges will only be considered where an employee is required to drive more than 40 miles from his home location.

Responsibility for finding a suitable candidate for a job exchange will rest with the Union.

R.G. Leach
Chief Engineer

RGL/jek

ONTARIO NORTHLAND

Agreement #7.1- Group #2 Machine Operator

North Bay, Ontario
October 31, 1995

8375 - 1

Mr. R.F. Liberty
System Federation Chairman
Brotherhood of Maintenance of Way Employees

Dear Mr. Liberty:

This is to confirm our discussions during recent bargaining on working rules contained in Agreement #7.1. The Company agreed that on the Extra Gangs the spare Group #2 Machine Operator would be assigned to the position of Motor Car Operator. In the event that there is not a spare Group #2 operator available, the senior Group #3 operator would be paid at the Group #2 rate and be responsible for the Gang Car(s).

R.G. Leach
Chief Engineer

RGL:jek

ONTARIO NORTHLAND RAILWAY

Truck Driver Positions

North Bay, Ontario
December 20, 1995

8375 - 1 H

Mr. R.F. Liberty
System Federation Chairman
Brotherhood of Maintenance of Way Employees

Dear Mr. Liberty:

Re: Filling Truck Driver Positions

This is to confirm our discussions during recent bargaining on working rules contained in Agreement 7.1.

The Company agreed that future vacancies as truck drivers will be bid and awarded on the basis of Truck Driver seniority subject to qualifications. In the event that there are no qualified applicants, positions will be awarded on the basis of service seniority in Agreement 7.1 subject to meeting qualifications. If there are no applicants from 7.1, then rule 14.15 will apply. The Company will provide the training required to qualify.

R.G. Leach
Chief Engineer
RGL/jek

ONTARIO NORTHLAND RAILWAY

Snow Plow Service

North Bay, Ontario
November 21, 1997

Mr. R.F. Liberty
System Federation Chairman
Brotherhood of Maintenance of Way Employees

Re: Snow Plow Service (Track Forces Only)

This letter is to confirm discussions held at our recent Article III negotiations on Agreement 7.1. The following interpretations will apply to employees used in snow plow service.

Snow Plow Foremen

A seniority list will be established for employees who are qualified or wish to be qualified as Snow Plow Foremen. To be qualified, employees must be in possession of an A-100 Rule Card, know the territory over which the plow will operate, and be familiar with the operation of the snow plow. When a snow plow will operate out of a terminal, the Snow Plow Foreman will be called in the following manner.

1. Foreman and/or Assistant Foreman at terminal from which plow operates.
2. Other qualified employees in seniority order from terminal from which plow will operate.
3. Foreman and/or Assistant Foreman from adjacent Section on territory where plow will operate.
4. Other qualified employees in seniority order from adjacent section over which plow will operate.

Headquarters for plows will be assigned to the following locations.

- North Bay
- Englehart
- Cochrane

A separate Snow Plow Foremen's list will be established for each location.

When a Spreader Foreman is required, the Snowplow Foreman will carry out those responsibilities.

Employees bidding Foreman positions at these locations must become qualified as Snow Plow Foremen within one year of a permanent bid to these locations. Applicants will be given a qualification test during the first year. The designated Railway Officer and a Representative of the Brotherhood shall be in attendance when the qualification test is taken. An applicant who fails a test on the first attempt will be given a second opportunity to pass prior to the expiration of one year's service in this position.

If an employee leaves the headquarters at which he attained Snowplow Foreman/Wingman Seniority his name will be removed from the Seniority List if he leaves his headquarters permanently and he will not be allowed to exercise his seniority if he leaves his headquarters temporarily.

CN Northline

During the term of the Transfer Agreement, former CN Northline employees will only be permitted to operate plows over the Kapuskasing Subdivision. They will be given preference for the operation of the plow over the Kapuskasing Subdivision.

Deadheading

The deadheading provision of Section 12.3 will only apply when employees are deadheading on passenger trains, buses and not travelling with the plow. Employees travelling with the plow will be responsible for the plow and will be paid at the applicable rate (i.e. straight time for regular working hours and overtime for hours outside of regular working hours).

Sincerely yours,

E. Marasco
Senior Director Track and Structures
EM/mi

Company Pension Contributions

June 17, 1996
(Revised)

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

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

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

For the Association:

For the Company:

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

K. J. Wallace
President

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

Ron Liberty
Brotherhood M of Way Employees

D. M. Kerr
C.A.W. (Clerks and Other Classes)

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

Gilles Haele
Brotherhood of Locomotive Engrs.

Lloyd Marshall
United Transportation Union
(Trainmen and Yardmen)

Ron J. Cote
ONR Police Association

Letter of Understanding

Medical Forms

January 20, 2003.

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

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

Mr. A. Mitchell
President
CAW Local 103

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

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

Greg Stuart
Director Human Resources

Letter of Understanding
Pension Contributions- Members of the Signatory Unions

January 20, 2003

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

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

For the Unions:

For the Company:

Brotherhood of
Locomotive Engineers

R. Hains
Executive Vice-President

United Transportation Union

CAW Local 103 (President)

CAW Local 103 (Office Clerks)

CAW Local 103 (Clerks and
Other Classes)

CAW Local 103 (Train Service
Employees)

Brotherhood of Maintenance
of Way Employees

United Steelworkers of America
Local 1976

International Brotherhood of
Electrical Workers

Buy Back of Lost Pensionable Service

January 20, 2003

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

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

Mr. A. Mitchell
President
CAW Local 103

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

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

Mr. P. Koning
General Chairperson
United Transportation Union

Dear Sirs:

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

Sincerely,

R. Hains
Executive Vice-President

Letter of Understanding

Bulletining of Assignments

April 9, 2003

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

Dear Mr. Paulin:

Re: Bulletining of Assignments

With respect to your demand #43 discussed at our meeting of July 22, 2002, please be advised as follows.

The Company commits to ensuring that every opening, be it for temporary or permanent assignments, gets bulletined in accordance with the provisions of the Agreement. If it is found that the position is not subsequently required, it will be so identified by stipulating in the follow-up bulletin as "position not required".

Sincerely

E. Marasco
Senior Director
Track and Structures

Training and Relieving Equipment Operators

March 23, 2005

Understanding # 1 - Training Equipment Operators

With the emphasis that has been put on mechanization, it has become necessary for the Company to provide extensive training to our employees so that they develop the necessary skills and abilities to operate the complex equipment that is essential to our operation. To ensure employees fully develop the necessary skills during the training period and to realize the full value of the training initiatives, it is understood that the permanent positions of Truck Driver, Track Welder and the temporary positions of Relieving Welders and Truck Drivers and 20 ton Crane Operator will be bulletined with the following conditions:

Truck Drivers

- Individuals awarded these permanent positions by bid will be locked in for a three -year period.
- During the locked in period, individuals may bid temporary positions in order to establish seniority. However, the position will be awarded to the next senior applicant.
- The individual may bid and be awarded other "permanent" Truck Driver vacancies.
- At the conclusion of the three years locked in period, the worker may bid and be awarded permanent positions and temporary vacancies or exercise his seniority.

Relieving Truck Drivers

- Individuals awarded these relieving positions will be obligated to relieve the Permanent Truck Driver as and when required for a three (3) year period.
- Relieving positions will be bulletined according to truck's headquarters. If there are no applicants, relieving positions

will be bulletined for the system. When not relieving on the truck, the individual is obligated to exercise in any classification or rate in which he holds seniority. If the individual is working on a higher rated position when obligated to protect on the truck, the higher rate will apply.

- When working away from truck's headquarters, Section 21.9 applies.

Permanent Track Welders

- Individuals awarded these permanent positions by bid will be locked in for a three (3) year period. During the locked in period, individuals may bid temporary positions in order to establish seniority. However, the position will be awarded to the next senior applicant.
- When working away from headquarters, a welding crew will consist of a welder foreman and an additional employee to act as a safety watch person who is qualified to provide track protection. The additional employee will also participate in the work, if qualified and required to by the company. Welder Helper rate of pay to apply as a minimum though will be governed by articles 25.6, 25.7.
- When working away from headquarters, Section 21.9 applies.

Relieving/Temporary Track Welders

- Individuals awarded these Relieving/Temporary Positions will be obligated to work this position on an as and when required basis for a three-year period.
- Relieving/Temporary Positions will be bulletined with headquarters at Kirkland Lake. When working away from headquarters, Section 21.9 applies.
- When not working the Welder Position, the individual is obligated to exercise in any classification or rate in which he holds seniority. If the individual is working a higher rated

position when obligated to protect as a welder, the higher rate will apply.

20 Ton Crane

- Individuals awarded the temporary position will be obligated to work this position, as and when required, for a three-year period.
- This machine is a system machine and when the appointed individual is away from his home, Article 21.9 applies.
- If the individual is working a higher rated position when he is obligated to protect on the 20 ton crane, the higher rate will apply.
- This equipment has traditionally commenced work April 15th and finished up by October 15th. In the event of a major breakdown and the machine is not available for an extended period of time, the individual must exercise his seniority in any classification or rate in which he holds seniority.

I concur:

Mario C. Benedetto
Director Track and
Structures

J.J. Spikula
Director Eastern Region

TCRC of M/W ED

Note: During the time period that an Article 8 is being implemented, the terms of this understanding are not applicable.

Snowplow and Spreader Service

March 23, 2005

Understanding # 2 - Snowplow and Spreader Service

At Ontario Northland snowplows/spreaders (hereafter referred to as a plow) and assigned crews operate out of three main terminals as follows: North Bay, Englehart and Cochrane.

When plow is ordered, a plow crew will be assigned as follows:

A plow ordered to depart from Terminal "A" will be assigned a crew from Terminal "A".

A plow breaks down while plowing from Terminal "A" to "B" and the plow is left between terminals for repairs and the plow crew returns to Terminal "A". When the plow trip is resumed, the plow crew from Terminal "A" will be called to operate the plow to Terminal "B".

When a plow is ordered to plow from Terminal "A" to "C" via Terminal "B", the plow crew from Terminal "A" will be replaced by the plow crew from Terminal "B" on arrival of Terminal "B".

If there is a return plow trip ordered between Terminal "B" and "A" within nine hours or less of the plow having arrived at Terminal "B", the plow crew from Terminal "A" will operate the plow; otherwise, it will be operated by the plow crew from Terminal "B".

Plow crews shall not be on duty for more than 16 hours without eight hours rest. If the snow clearing operation must continue, arrangements must be made for a replacement plow crew from the next closest terminal.

I concur:

Mario C. Benedetto
Director Track and
Structures

J.J. Spikula
Director Eastern Region
TCRC of MW ED

System Spreader Seniority List

March 23, 2005

J.J. Spikula
Director Eastern Region
TCRC of M/W ED

Re: System Spreader Seniority List

In light of the fact that three separate seniority lists have been established with headquarters at North Bay, Englehart, and Cochrane, it is agreed that the following system seniority list is no longer necessary.

SPREADER OPERATORS				
Notes	No.	Name	Entered Service	Appointed Spreader Operator
	1.	D. Touzin	Septemb	November 4,
	2.	D. Crawford	June 17,	November 4,
	3.	R. Chapman	February	November 4,
*	4.	M.C. Murray	June 17,	November 4,
	5.	P. Hermeston	February	November 4,
*	6.	R. Seguin	July 26,	November 4,
* <i>Pending Qualifications</i>				

In the future, when spreader operators are required in the summer months, they will be drawn from the closest terminal to where the work is carried out.

I concur:

Mario C. Benedetto
Director Track and
Structures

J.J. Spikula
Director Eastern Region
TCRC of M/W ED

Contributory Pension Plan

March 21, 2005

Mr. Larry Schiavo
Local Chairman
Teamsters Canada Rail Conference
Rail Conference

Mr. Richard Paulin
Local Chairperson
Teamsters Canada

Dear Gentlemen:

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

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

Sincerely,

Greg Stuart
Director Human Resources.

Amendment #16

"17.02 Powers and Proceedings of the Board

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

Employees Filling Temporary Vacancies in Moosonee

June 17, 2008

Mr. Louis Wilson
Secretary – Treasurer
TCRC MWED

Dear Mr. Wilson:

During the 2008 round of bargaining, the issue of employees filling temporary vacancies in Moosonee was discussed. The parties agree that all employees filling these temporary vacancies shall be paid up to 8 hours straight time when required to travel by train into Moosonee on a regularly scheduled work day.

For the Company:

For the Union:

Meal Quality

July 22, 2008

Mr. Louis Wilson
Secretary Treasurer
TCRC – MWED

Dear Mr. Wilson:

Re: Meals on boarding Car Outfits

During the round of 2008 bargaining, the parties agreed that should problems with meal quality or frequency arise, the respective Director of the Union or Local Union Representative shall bring such concern(s) to the attention of the Superintendent Programs and Support, within 2 days of the notice of the unresolved concern, so that the appropriate remedies can be identified and implemented.

For the Company:

For the Union:

Payment of Company/Carrier Requested Medical Forms

July 22, 2008

Mr. Louis Wilson
Secretary Treasurer
TCRC – MWED

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

I trust this accurately reflects our discussions.

Greg Stuart
Director Human Resources

September 22, 2008

LETTER OF UNDERSTANDING

Between Ontario Northland

and

Teamsters Canada Rail Conference Maintenance of Way
Employees Division

PAID EDUCATION LEAVE

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

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

Signed,

Louis Wilson
Secretary Treasurer
TCRC MWED

Greg Stuart
Director Human Resources
ONTC

Access to Personal Information

September 22, 2008

Mr. Louis Wilson
Secretary Treasurer
TCRC – MWED

Dear Mr. Wilson

RE: Access to File

This is to advise that employees seeking personal information held by the Company will not have such information unreasonably withheld.

Written requests should be submitted to the Director of Human Resources by an employee, through his/her immediate supervisor, specifying the information requested.

Yours truly,

Greg Stuart
Director Human Resources.

Rest Day Travel

July 22, 2008

Mr. L Wilson
Secretary Treasurer
Teamsters Canada Rail Conference
Maintenance of Way Employees Division
Suite 1 - 2775 Lancaster Rd.
Ottawa, Ontario
K1B 4V8

Dear Mr. Wilson,

This has reference to negotiations with respect to travel allowance for employees represented by the TCRC – MWED.

During the 2008 round of bargaining, the Company and the Union agreed to develop a travel allowance policy for employees traveling in personal vehicles to and from temporary positions on their rest day. The parties have concluded that a variety of means must be employed to assist the employees with rest day travel. The determination of the means to be applied in any given situation must rest with the appropriate Company Officers.

Qualification:

In order to qualify for a travel allowance, an employee must be required to work away from his/her headquarters closest to his/her home location on a regular basis (a minimum of five consecutive days prior to the start of rest days, or a minimum of four days on a 4 & 3 work cycle; or minimum of 8 days on a 8 & 6 cycle) and be in excess of 55 kms from headquarters closest to PPR. It is not the intention to provide rest day travel assistance to an employee holding a permanent position in one location who elects to live in another; however, there may be exceptional situations, such as lack of housing, etc., which may require that consideration be given to a rest day travel allowance in such situations. These situations must be authorized by the appropriate Company Officer in advance.

Headquarters shall be designated as North Bay, Temagami, New Liskeard, Englehart, Kirkland Lake, Rouyn, Matheson, Porquis, Kidd, Cochrane, Smooth Rock Falls, Kapuskasing, and Hearst.

Travel Allowance

As mentioned above, the means to be used to assist employees with rest day travel may vary. When circumstances permit and whenever reasonable, the employee may be required to use the following means of transportation

- Train Service
- Bus Service (Bus passes will be provided)
- Company vehicles

Personal vehicle – If a personal vehicle is required for travel, a mileage allowance of 22 cents per kilometer in 2011; 24 cents per kilometer in 2012; will be paid to drivers and passengers from headquarters closest to the place of residence to assembly point.

Employees shall be entitled to mileage allowance for traveling to and from headquarters each work cycle.

Other than work crews, employees cannot receive mileage if work is available in the same classification within 55 km of their PPR.

Administration:

Claims for payment under the terms of this arrangement must be made in accordance with Company instructions.

In the event a train or bus become available and accommodates the schedule of a work crew(s) or section(s), the company must give the union fifteen (15) calendar day's prior notice. Without such notice, employees will continue to receive mileage allowance.

The travel allowance begins immediately after an agreement in principle has been reached.

Yours truly,

John L. Thib
Chief Transportation Officer/Director Rail Infrastructure

I Concur:

L. Wilson
Secretary Treasurer
Teamsters Canada Rail Conference
Maintenance of Way Employees Division

Coveralls

March 24, 2011

Mr. Ross Terry
Vice President
TCRC MWED

Mr. Terry,

During the 2011 round of bargaining, the Union raised the concern that a LOU negotiated in 2005 had been omitted from the collective agreement. This letter will confirm that the Company, as agreed in 2005, will reimburse an employee, up to a maximum of \$115.00 per calendar year, towards the purchase of one pair of coveralls.

Yours truly,

John L. Thib
Chief Transportation Officer/Director Rail Infrastructure

Memorandum of Understanding

Memorandum of Supplementary Agreement Between Ontario Northland Railway and Brotherhood of Maintenance of Way Employees Governing Employees in Work Equipment and Welding Services.

It is agreed that the applicable provisions of Wage Agreement 7.1, as revised and amended, shall apply to employees in the classifications specified in Section 1 hereof except as otherwise provided by this Supplementary Agreement.

SECTION 1 - CLASSIFICATIONS

Machine # Description

SPECIAL GROUP

48-2841 Pettibone 40 5CP 20 Tone Crane
Production tamper with liner

PAYLOADER OPERATOR

47-1011 System Payloader
47-1021 System Payloader
47-1022 System Payloader
47-1111 System Payloader
47-1112 System Payloader
47-1981 System Payloader

GROUP 1

48-1741 Pettibone 441 B Speedswing
48-1871 Pettibone 360 Speedswing
52-1791 Canron EASTD Mark 1 Switch Tamper
(Torsion Beam)
53-1841 Plasser PAL 204 Track Liner
(incl. laser attach)
58-1801 Loram 1015 Tie Inserter
Tie inserters

GROUP 2

48-1831 Pyke HSVC Utility Crane
49-1821 Pyke Model "K" Regulator/ Snowblower
49-1861 Pyke Model "M" Regulator/Snow Fighter
49-1901 Pyke Model "M" Regulator/Snow Fighter

49-1931	Pyke Model M-35 Regulator/Snow Fighter
50-1851	Nordberg "Claws" Spike Puller
50-1852	Nordberg "Claws" Spike Puller
52-1821	Canron STM. Junior Tamper
59-1751	Kershaw 34-3 Scarifier
	Auto spiker
	Anchor machine
	Ride on Chemical Plugger
	Tie cranes

GROUP 3

50-1781	Fairmont W-8-4 Series H Spike Puller
50-1861	Geismer AS-3 Spike Puller
50-1957	Nordco CHP Spike Puller
55-1***	Geismar BSR8 Bolt Machine
58-1782	Fairmont W86-F Rail Lifter/Plate Setter
58-1881	Tamper SGRPH Section Gang Tie Inserter
58-1931	Matweld Tie Replacer
59-1661	Geismar DN80 Gauger Adzer
59-1671	Nordberg ATI Gauger
59-1822	Kershaw 16-1 Ballast Cribber
59-1891	Nordberg A Ride-On Adzer
86-1***	Abrasive Rail Saws
87-1***	Rail Drills
	Cribber

* This bulletined position contemplates a helper on a diesel locomotive crane who is carrying out the duties as a helper and, in addition, is working toward qualifying on the machines. Successful applicants to the position must show acceptable progress to the Company's satisfaction on the machine within a period of up to 60 working days. This period may be extended by agreement between the TCRC-MWED Director and the proper officer of the Company. Should the incumbent be disqualified, the next senior applicant will be assigned.

Welding Employees

Welders
Grinders

Welder's Helpers
Grinder's Helpers

It is recognized that the following machines will be used by regular sections forces as part of their normal duties:

Power Track Wrench	Hand tampers	Snow Blower
Power Track Saw	Spike Driver	Back Pack Blowers
Power Rail Saw	Air Compressor	Brush Saws
Power Track Drill	Tie Inserter	Chain Saws
Spike Straightener	Power Jack	Fire Pumps
Spike Puller	Rail Grinder	Hydraulic Rail Puller- Expander

SECTION 2 - GUARANTEES

Employees while assigned to any job and available for service shall be allowed the minimum number of hours which constitutes a day's work at pro rata rates for which such number of hours work may be required for each day so assigned exclusive of the assigned rest days and general holidays.

SECTION 3 - SENIORITY

(A) There shall be separate seniority lists for the classifications contained herein as follows:

1. Special Group Operators
2. Group #1 Machine Operators
3. Group #2 Machine Operators
4. Group #3 Machine Operators
5. Lidgerwood Operators
6. Spreader Operators
7. Front End Loader Operators, Bulldozer Operators and *Helpers
8. Shovel and Crane Operators and *Helpers
9. Diesel Locomotive Crane Operator and *Oiler/Helper
10. Rail Welders and *Helpers

**if assigned*

(B) The names of employees appearing on the seniority lists in any of the positions mentioned above and who hold seniority in the Maintenance of Way Department, will continue to be shown on the Maintenance of Way seniority list and they will continue to accumulate seniority in the Maintenance of Way Department. All positions enumerated in Section 1, except those covered by Clause C of this section will be considered seasonal. Employees appointed to such seasonal work will retain rights to regular positions to which assigned and may revert thereto when not employed in the above classifications.

(C) The positions of Pay Loader Group 1 Operator, Pay Loader Group 2 (Bulldozer) Operator and Diesel Locomotive Crane Operator will be considered as permanent positions. Headquarters will be designated on the bulletin. When work in these classifications is not available temporarily employees holding positions will be employed as extra employees in the Maintenance of Way Department at their bulletined headquarters, (in the Department from which promoted) and will be paid for such work at their regular rates of pay. If permanently displaced from these positions, employees affected shall have the right to displace a junior permanent employee of his/her class in the Maintenance of Way Department from which promoted. Employees will be considered as permanently displaced when it is known the period of displacement will be for one month or more.

(D) Operators of front end loaders weighing over 8,000 lbs. will be classed and compensated as Bulldozer Operators and will be subject to schedule rules applying to that class of employee.

SECTION 4 - APPOINTMENTS

Vacancies in positions enumerated in Section 1 of this Supplementary Agreement including annual seasonal start up shall be bulletined as follows:

- a) Bulletins for vacancies pursuant to the annual season start-up will be mailed to the place of residence of each laid off employee holding seniority in the classifications of this supplemental, as well as extra gang labourers. All other bulletins shall be posted promptly in accordance with section 14 of Wage Agreement 7.1. Anyone not receiving an appointment on the initial start-up bulletin

will be subject to recall (articles 14.13 and 15.4 of wage agreement 7.1 and article 6.5 of Wage Agreement 7.2 will apply).

Group 3 positions will be bulletined for the work crew only and not as individual positions.

- b) Left Blank Intentionally
- c) The position of Diesel Locomotive Crane Oiler Helper when required shall be bulletined to Bridge and Building Department employees only.
- d) The position of Pay Loader Group 2 (Bulldozer) Helper when required shall be bulletined jointly to Track Department and B. & B. Department.
- e) Positions in Welding Service above that of Welder's Helper may not be bulletined. Employees shall follow the order of promotion as listed in order to qualify for the next classification.
- f) Except as provided in Clause (a), (b), (c) and (d) of this Section, all positions enumerated in Section 1 of this Supplementary Agreement shall be bulletined to Track Department employees only.
- g) Should a position of Operator become vacant and there are no qualified applicants from Helpers within the group designated. Helpers will be allowed to bid from the other groups. Such helpers will have preference over applicants not working under the terms of this Supplementary Agreement.
- h) Helpers assigned to a particular machine, if qualified, shall assume the duties of Operator of such machine for temporary vacancies of up to 30 days.
- i) Senior qualified applicant will be given preference when making appointments, the designated Railway officer to be the judge of qualifications. In case a senior applicant is not accepted, the Local Chairman will be notified and

given the opportunity of making representation on behalf of the applicant if he/she so desires.

- j) When an employee is tried out in any position covered herein and shows no aptitude for the work he/she will not be retained in Work Service and will return to his/her position in the Maintenance of Way Department within thirty (30) days without loss of seniority.
- k) If possible, applicants will be given a qualification test during the first season. The designated Railway officer and a representative of the Brotherhood shall be in attendance when a qualification test is taken, whether in the first season or at a later date.
- l) Machines in Groups I, II, III may be operated by Extra Gang labourers or other employees for temporary period when no regular Operator is immediately available. Employees temporarily operating such machines will not establish Operator seniority and will be compensated in accordance with this Agreement.
- m) When Machine Operators are unable to exercise his/her seniority to fill another position in such higher classification, shall exercise his/her seniority and may displace a junior employee holding a bulletined temporary position,

SECTION 5 - TRAINING FOR PROMOTION

Employees shall be encouraged to learn the duties of other positions and every opportunity shall be afforded them to learn the work of such positions on their own time, and during their regular working hours when it will not unduly interfere with the performance of their regularly assigned duties. The supervisory officer may arrange with the interested employee to exchange positions for short temporary periods without affecting the rates of pay of the employees concerned.

SECTION 6 - ASSIGNMENT OF WORK

A Machine Operator working in a particular group may be required to operate any machine in his/her group or in any lower group on which qualified. If temporarily assigned by the Company to a lower group when work is available in a higher group, he/she shall not have his/her rate reduced.

SECTION 7 - GENERAL

(WELDING SERVICE ONLY)

(A) Where service as a grinder or welder is intermittent due to the seasonal nature of the work, 125 days' cumulative service as such will be considered as one year's service in applying graded class rates provided at least a 12-month period has elapsed.

(B) When a Welding Foreman is required the position will be bulletined in the Welding group and the senior qualified Welder will be appointed.

SECTION 8 - HEADQUARTERS

AND EXPENSES

(A) Employees covered by Clause (c) of Section 3 will be supplied with sleeping accommodation when away from headquarters. Where employees are lodged in boarding cars and are preparing their own meals, they will be allowed as per Article 21.9 a), except that when meals may be taken with an organized gang they will be reimbursed at the going rate for such meals. When employees are not lodged in boarding cars they shall be compensated for boarding expenses they necessarily incur. This will also apply to the bulldozer helper when one is required. (Refer to 4C).

Company practice of supplying expenses for bulletined temporary Loader positions will continue and form part of the collective agreement.

(B) When employees (except those covered by Clause (c) of Section 3) covered herein are working with an organized gang, the headquarters of the gang will be considered the

headquarters of such employees and they will not be allowed away from home expenses. If required to be away from home station other than with the organized gang they will be governed by the provisions of Clause (a) of this section except that expenses will not be paid to an employee for work performed at a location where he/she maintains his/her residence.

SECTION 9 - RATES OF PAY

See Appendix "A"

SECTION 10 - TERMINATION

This Supplementary Agreement supersedes the Work Service Supplementary Agreement dated June 3, 1974 and shall have the same termination provisions as Wage Agreement 7.1.

This Supplementary Agreement becomes effective on the date it is signed.

Signed at North Bay, Ontario this 23rd day of April 1981.

For the Brotherhood of
Maintenance of Way
Employees:

For Ontario Northland
Railway:

Adrien Larivee
Area Chairman

R.O. Beatty
General Manager

Approved:

F.L. Stoppler
System Federation General Chairman

APPENDIX "A"

RATES OF PAY

Machine Operators working alone or with a helper on the main line outside of cautionary limits and required to arrange their own protection under CROR rules will be paid at Group #1 rates.

**Effective
Jan. 1/11**

Machine Operators

Special Group	\$26.262
Group I	\$25.290
Group II	\$24.127
Group III	\$22.628

Mobile Lubricator Operator
\$27.650

Permanent Machine Operator (PMO)
\$25.961

Machine Operator Helpers
Helpers \$21.757
Oiler Helpers \$20.797

Welding Employees

Welders/Grinders	
1-24 months	\$24.640
25 – 36 months	\$25.186
37 – 48 months	\$25.832
Thereafter	\$26.461

Welder Foreman \$27.155
Welders' Helpers
Grinders' Helpers \$21.757

Effective January 1, 2013 the rates of pay will be increased by .5% and COLA capped at 1.5%.

Effective January 1, 2014 the rates of pay will be increased by 3%.

***Note:** January 1, 2013 COLA will be determined by the Consumer Price Index average increase from November 2011 to November 2012 published by Statistics Canada.

**Effective
Jan. 1/11**

Extra Gang Labourers

Probationary Period	\$17.285
Next 100 Days	\$18.927
Thereafter	\$19.359

Attendant

0 – 6 months	\$21.110
7- 24 months	\$21.650
Over 24 months	\$21.797

Effective January 1, 2011 0% increase.

Effective January 1, 2012 0% increase.

Effective January 1, 2013 the rates of pay will be increased by .5% and COLA capped at 1.5%.

Effective January 1, 2014 the rates of pay will be increased by 3%.

***Note:** January 1, 2013 COLA will be determined by the Consumer Price Index average increase from November 2011 to November 2012 published by Statistics Canada.

Work Assigned to Shop Complex

Memorandum of Understanding Between Brotherhood of Railway Carmen and Brotherhood of Maintenance of Way Employees On Ontario Northland Railway

It is agreed that fabricating, finishing, repairing, and other work which may, at the discretion of the Company, be assigned to the parties in its shop complex at North Bay, will be distributed in accordance with the guidelines contained in this document. It is clearly understood that nothing herein will be interpreted as granting work jurisdiction to either or any of the Brotherhoods party hereto.

1. Generally, such work associated with rolling stock or furnishings for rolling stock, including steel boarding cars will be performed by the Car Department, and,

Generally, such work associated with buildings or furnishings and fixtures for buildings will be performed by the B. & B. Department.

2. Furniture that requires upholstering work will be repaired and refinished to completion by the Car Department.

3. The painting of highway vehicles and large motorized track machines will be done by the Car Department; however, B. & B. painters will continue to do touch up work on maintenance of way track machines and the painting of pay loaders.

4. Car Department employees will continue to refurbish the boat and the trains which the Company has on display over the system.

5. Inspection and qualification of steel boarding cars for service will be performed by the Car Department.

6. The cutting of car stakes will be performed by the Car Department.

7. B. & B. painters will paint tools and equipment to be used in the shops or outside but not tools and equipment that belong to

the Car Department such as tool boxes, welding screens, welding carriages and work related signs.

8. The following is a list of items normally painted by B. & B. employees:

Buildings, shim shacks, oil shacks, outhouses, garbage boxes, work benches, cupboards, shelving, desks, chairs, filing cabinets, lockers. Switch targets, switches, frogs
Tool boxes, power tool boxes, truck racks (except Car Dept.)
Fire extinguishers, fire box stations
Water barrels, waste drums, bridge barrels
Signs, portable signs, fencing
Switch boxes, electrical panels, battery stands.
Welding screens, portable wagons (except Car Dept.)
Portable partitions
Hand and power tools, track tools
Motor cars, small track motors, track equipment
Electric motors, pipes, valves
Chief Commanda life boats, life rafts
ONR Barge, boat oars, life jackets

9. In the event of a problem developing in the application of this understanding, the Union and Company representatives will meet and settle the issue.

Signed at North Bay, Ontario this 11th day of December 1987.

For Brotherhood of Maintenance of Way Employees:

D. Locke
R.L. Liberty

For Brotherhood of Railway of Carmen:

A. Bedard

For Ontario Northland Railway:

P.A. Dymont
General Manager

Mobile Lubricator Operator/Maintainer

Memorandum of Agreement between Brotherhood of Maintenance of Way Employees and Ontario Northland Transportation Commission concerning the establishment of the position of Mobile Lubricator Operator/Maintainer.

It is hereby agreed between the parties that a position of Mobile Lubricator operator/Maintainer will be created in accordance with the following provisions:

1. A new classification of Mobile Lubricator Operator/Maintainer will be created under the Supplementary Agreement Governing Employees in Work Equipment and Welding Services.
2. The rate of pay for the Mobile Lubricator Operator/Maintainer will be that shown in Appendix A Rates of Pay.
3. The position will be advertised in accordance with the terms of the Collective Agreement, Section 14. The bulletin will contain a description of the desired qualifications.
4. Employees in the B&B and Track departments will be eligible to apply for the position by submitting an application outlining their qualifications and experience for the position.
5. Applicants having the specified qualifications for the position of Mobile Lubricator Operator/Maintainer will be interviewed. The interview will contain a testing and scoring provision. The best overall candidate will be appointed to the position.
6. The successful candidate will be required to remain on the position for a minimum period of two (2) years from the effective date of the appointment and may not bid on other positions until the expiration of the two (2) year period. The employee may voluntarily sign an Agreement with the Company and the Brotherhood to extend this provision for an additional year.
7. The mobile Lubricator Operator/Maintainer position will not be subject to the normal displacement rules of the Collective Agreement.

8. An employee awarded the position of Mobile Lubricator Operator/Maintainer will have his/her seniority protected in all other classifications in which he/she holds seniority for the duration of time working in the classification of Mobile Lubricator Operator/Maintainer and will not be required to protect on temporary or seasonal positions to maintain seniority.

This memorandum is signed and becomes effective this 18 day of December 1998.

For BMW:

For ONTC:

R. F. Liberty
System Federation
General Chairman

E. Marasco
Senior Director
Track and Structures

Establishment of Permanent Machine Operator

April 23, 2003

8375-1 H

Steven Crawford
Federation General Chairman
Brotherhood of M/W Employees (BMWE)
Western System Federation
1802 Lodgepole Drive
Kamloops, BC V1S 1S7

Dear Mr. Crawford:

Re: Establishment of Permanent Machine Operator (PMO)
Positions

Pursuant to the Agreement reached and signed on April 9, 2003, between the BMWE and Ontario Northland Transportation Commission on revisions to Agreement No. 7.1, the following represents the understanding and mutual agreement between the two parties signatory hereto on the establishment of three PMO assignments.

The headquarters of the three assignments will be as follows: North Bay, Englehart, and Cochrane.

The North Bay and Englehart positions will be bulletined as soon as possible following the signing of this Letter of Understanding. The Cochrane position will be phased in accordance with the departure, grandfathering or other acceptable arrangement and agreement between the BMWE and Ontario Northland of the incumbent payloader operator.

The objective of the introduction of the PMO assignment is to achieve maximum flexibility, cost effectiveness and stability by reclassifying a position at these locations, which for all intents and purposes is now primarily a payloader assignment which at times is not fully engaged. These PMO position classifications replace the payloader position assignments at the noted locations and as such do not reflect the introduction of three additional positions.

The PMO will work at the designated headquarters and as directed by the Company where practical and possible. The PMO position will have a primary machine assignment to be determined by mutual agreement between the Company and the Union, with the understanding and acceptance that the PMO will also be required to operate other machines as and when required and as qualified, with the following exceptions:

- Will not be required to operate the 20-ton crane unless the PMO is qualified on same.
- Will not be required to operate machines working in an extra gang consist. That is, this position will not be used to fill a machine operator's position on an extra gang.
- Will not be required to operate system snow fighters when working on the main line.

Except as noted above, the PMO, if available, will be assigned to cover different machine tasks as required at the headquarters and/or the main line. If the PMO is not available, the assignments will be covered as per the current practice. When away from the headquarters, the PMO will be entitled to expenses in accordance with the provisions of the Collective Agreement.

For the initial appointment, the PMO must have minimum operating efficiency in three key pieces of track machinery in the Group 1 and/or Group 2 list and the ability, willingness and aptitude to learn to operate others as required. A proficiency test will be conducted by the machinery trainer and concurrence on qualifications/disqualifications will be reached between the machinery trainer, the track programs supervisor and the appropriate Union representative. Because one of the obvious objectives is stability within the position, once appointed, successful PMO candidates will be locked in for a period of two years.

When extra gangs are working in the vicinity of the headquarters of the PMOs, whenever practical and possible, every effort will be made to afford the PMO the opportunity of training on different machines.

The rate of pay of the PMO position shall be that shown in Appendix A Rates of Pay. If qualified and if called upon to operate a special group rate machine, the special group rate will apply.

Sincerely,

E. Marasco
Senior Director
Track and Structures

Steven Crawford
Federation General Chairman

Richard Paulin
Local Chairman

AGREEMENT NO. 7.2

RATES OF PAY AND RULES

Governing Extra Gang Labourers

Between

ONTARIO NORTHLAND RAILWAY

and

THE BROTHERHOOD OF

MAINTENANCE OF

WAY EMPLOYEES

Agreement No. 7.2

**EXCEPT AS OTHERWISE PROVIDED HEREIN,
AGREEMENT NO. 7.1 WILL APPLY**

SECTION 1

Definition of Extra Gang Labourers

1.1 By "Extra Gang Labourers" is meant employees working in temporary Extra Gangs, for whom rates of pay are provided in this Agreement.

1.2 By "Attendant" is meant employees working in temporary Extra Gangs responsible for maintenance of boarding cars and associated equipment.

1.3 The use of the masculine gender in this Collective Agreement includes the feminine and vice versa.

SECTION 2

Hours of Service and Meal Periods

2.1 In emergencies employees shall not be required to work more than 16 hours continuously without a rest of 8 hours; no employee shall be required to work more than 5 hours without food.

SECTION 3

Accumulation of Rest Days

3.1 Rest days may be accumulated over a period of up to 13 consecutive weeks, by decision of the Railway. The period of accumulation may be extended beyond 13 weeks by mutual

consent between the TCRC-MWED President and the appropriate officer of the Railway.

3.2 At the expiration of the accumulation period the employee concerned will be granted leave on the basis of one regular working day off duty with pay for each rest day worked during the accumulation period.

3.3 During the accumulation period, the employee concerned will be paid currently for regular working days only. Payment for time worked on rest days being accumulated will not be paid currently but will be paid for at the straight time rate for the period of leave outlined in 3.2 above. However, punitive overtime earned on any day will be paid currently.

SECTION 4

Seniority

4.1 The seniority of an extra gang labourer shall commence from the date of entry into the service as an extra gang labourer covered by this Agreement.

A new employee shall not be regarded as permanently employed until after 3 months' service which service must be accumulated within the preceding 24 months. Within such 3-month period he/she may, without investigation, be removed for cause which in the opinion of the Company renders him/her undesirable for its service.

4.2 Before completion of probationary period employees must undergo medical examination as required by the company.

4.3 Seniority lists of all Extra Gang Labourers and Attendants covered by this Agreement, showing name, date of entry into the service and seniority standing, shall be prepared and posted in a place accessible to the employees concerned not later than March 1st of each year, a copy of which will be furnished to representatives of the employees.

4.4 Attendant position will be offered to Extra Gang Labourers in seniority order subject to 31.2(c) of Agreement 7.1. Attendants may be required to work a split shift with a flexible starting time as follows: commencing one-half (1/2) hour before the Gang starts work, work four (4) hours on-duty, four (4) hours off duty and four (4) hours back on duty. Any extra duty hours will be governed by the principles of Section 8 of Agreement 7.1

SECTION 5

Students

5.1 The following provisions govern the use of post secondary students;

- (a) Students may be hired, where warranted, to supplement the staff and to provide relief for regular employees.
- (b) The rate of pay for students will as per Article 7.1 of Agreement 7.2. Future general wage increases will also be applied to this rate of pay.
- (c) Students will only be hired under this Article during the period May 1 to September 15. They will be engaged for a specific period of time, will not accumulate seniority and will not obtain bidding rights. They will also not qualify for fringe benefits other than those required by law.
- (d) In the event that employees holding seniority under this Agreement are faced with lay-off or are on laid-off status, they will be given preference in employment over students covered by this rule.

NOTE: Students may be hired solely to supplement the ranks of extra gang labourers.

SECTION 6

Staff Reduction

6.1 In the event of reduction of staff in any gang, the senior qualified employees will be retained. Employees laid off in such gangs or as a result of displacement will have the right to exercise their seniority in other extra gangs.

6.2 Displacement rights must be exercised and work commenced on that position of choice within 10 days of displacement except that employees who are on leave of absence at the time of displacement will be required to exercise such rights prior to resuming duty. An employee failing to exercise such rights will forfeit his/her seniority and his/her name will be struck off the seniority list.

6.3 Employees will be given no less than 10 working days' advance notice with a subsequent 10 day window 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 shorter notice may be given. Such notice will include, when known, the expected duration of temporary abolishment. A copy will be provided to the Local Chairman and TCRC MWED Director.

6.4 An employee who is laid off and who desires to return to the service when work is available for him/her, must keep the proper officers of the Railway advised of his/her address in order that he/she may be readily located when his/her services are required. A laid-off employee failing to comply with this rule, will forfeit his/her seniority rights under this Agreement and his/her name shall be struck off the seniority list by agreement between the TCRC-MWED President and the appropriate officer of the Railway.

6.5 Laid-off Extra Gang Labourers shall be recalled to service in order of seniority. Extra Gang Labourer positions will be bulletined prior to any of the gangs mobilizing in the spring. On this bulletin, extra gang labourers will be required to identify their work gang preference by stating their first, second, third ... etc. choice of preferred work gang. When staff is increased or when

vacancies occur, subsequent extra gang labourer vacancies shall be filled in order of seniority according to the initial bid choices.

Extra Gang Labourers will have the opportunity to change their preferences once per year. A written notice of preference change must be given a minimum of seven days prior to a vacancy or staff increase that would affect them.

6.6 A laid-off employee who fails to report for duty, or to give satisfactory reasons for not doing so within 15 calendar days from date of notification, shall forfeit his/her seniority rights under this Agreement, and his/her name shall be struck off the seniority list by agreement between the TCRC-MWED President and the appropriate officer of the Railway.

6.7 Rules 6.4, 6.5 and 6.6 do not apply in cases of employment for under thirty days' duration where the employee has steady work of thirty days or more elsewhere.

SECTION 7

Rates of Pay

7.1 The rates of pay for employees covered by this Agreement are as follows:

Effective

Jan. 1/11

Extra Gang Labourer

First 100 days' service excluding probationary period

\$18.927

After 100 days' service excluding probationary period

Thereafter \$19.359

Attendant

0 – 6 months	\$21.110
7- 24 months	\$21.650
Over 24 months	\$21.797

Students \$11.045

NOTE: Effective January 1, 2013 the rates of pay will be increased by .5% and COLA capped at 1.5%.

Effective January 1, 2014 the rates of pay will be increased by 3%.

***Note:** January 1, 2013 COLA will be determined by the Consumer Price Index average increase from November 2011 to November 2012 published by Statistics Canada.

7.2 The minimum hourly rate for probationary employees shall be: \$17.285

This Clause 7.2 does not apply in respect of employees who on entering the service can show evidence of six months' service in similar work on any Railway.

7.3 Employees temporarily assigned to higher-rated positions shall receive the higher rates while occupying such positions.

Employees temporarily assigned to lower-rated positions shall not have their rates reduced.

7.4 The provisions of Clause 2.4(b) of Agreement 7.1 will apply to employees covered by this Agreement.

SECTION 8

Duration of Agreement

8.1 This Agreement as amended and updated, shall remain in full force and effect until December 31, 2014 and thereafter, subject to four month's notice in writing from either party to this Agreement of its desire to revise, amend or terminate it. Such notice may be served at any time subsequent to August 31, 2014.

For ONTC:

For the Union:

P. Goulet
President and CEO

B. Brehl
TCRC MWED President

R. Terry
TCRC MWED Vice President

B. Brake
TCRC MWED Director,
Eastern Region

T. Gallipeau
TCRC MWED

S. Tache
TCRC MWED

T. Onolack
TCRC MWED

APPENDIX “B”

Employee Benefit Plan Supplemental Agreement (Green)

Employment Security and Income
Maintenance Agreement (Blue)