

AGREEMENT NO. 12

between

ONTARIO NORTHLAND RAILWAY

and

THE ASSOCIATED SHOP UNIONS

REPRESENTING

NATIONAL AUTOMOBILE, AEROSPACE,
TRANSPORTATION AND GENERAL WORKERS' UNION
OF CANADA (**CAW** - CANADA)

INTERNATIONAL ASSOCIATION OF **MACHINISTS**
AND **AEROSPACE** WORKERS

INTERNATIONAL BROTHERHOOD OF ELECTRICAL
WORKERS

INTERNATIONAL, BROTHERHOOD OF FIREMEN AND
OILERS

Governing

RATES OF PAY
and
RULES OF SERVICE

for

LOCOMOTIVE AND CAR DEPARTMENTS

Revised and **reprinted** effective **February 24, 1995**
except as otherwise indicated **herein**

OCT 30 1995

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NOTICE TO NORTHEASTERN ONTARIO Joint Statement

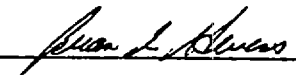
Both the Associated Shop Unions (ASU) and Management **recognize** the importance and value Ontario Northland contributes to Northeastern Ontario.

Now that a settlement has been reached in the lock out, both parties agree that it is important that the **ASU** and Management work towards **re-establishing** the relationship needed to serve our customers of the North. Both the **ASU** and the Management wish to assure the public and our customers that we are working together to restore your confidence in the quality of services provided by **Ontario Northland**.


We wish to thank the public and all of our customers for their patience and understanding and we look forward to serving your transportation needs in the future.

Sincerely,


For the Association:




Brian Stevens - CAW




John Lunnin - CAW




Tom Diggles - IBEW



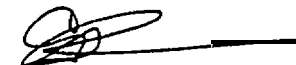
Andy Mitchell - IBF&O



Peter Maack - CAW

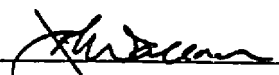


Greg Murdoch - CAW



Garry Besserer - IAM

For the Company:



John Wallace

ONR-ASU
Ontario Northland Railway - Associated Shop Unions

 Ontario
Northland

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SECTION 1 . b **HOURS** OF WORK AND RATES OF PAY

Rule 1 - Hours of Work and Meal Period

Rule 2 - **Assignment** of Rest Days

Rule 3 - Relief Assignments

Rule 4 - **Temporarily** Replacing Other Employees

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Rule 6 - Hourly Rates of Pay and Shift Differentials

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Rule 8 - Breakdown

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Rule 11 - Hourly Rated Employees Away From
Home Station Over **30** Days

Rule 12 - Road Work

Rule 13 - Road Work Employees Paid **181.3** Hours
Per Four-Week Period

RULE 1

Hours of Work and Meal Period

1.1 Except as otherwise provided herein eight hours shall constitute a day's work. All employees coming under the provisions of this schedule, except as provided for in Rule 13, shall be paid on the hourly basis.

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Work Hours for **Main** Shops

1.2 Where one shift is employed, except Saturdays and Sundays, the starting time shall be 8:00 a.m., unless otherwise mutually agreed, working eight (8) consecutive hours, with an allowance of a 20-minute paid meal period within the limits of the fifth hour.

1.3 Where two shifts are employed the starting time of the shift other than the day shift shall be 4:00 p.m. or 12:00 midnight, working eight (8) consecutive hours, five (5) nights per week with an allowance of twenty (20) minutes for lunch within the limits of the fifth hour. Such starting times may be changed by mutual agreement.

1.4 Where three (3) shifts are employed for those employees working on three-shift basis, the starting time of the first shift shall be as may be mutually agreed and the starting time of each of the other shifts shall be regulated accordingly. Each shift shall consist of eight (8) consecutive hours, including an allowance of twenty (20) minutes for lunch within the limits of the fifth hour.

1.5 At main shops shifts shall be designated within a 24-hour period as follows:

- (i) Midnight shifts shall be recognized as the first shift.
- (ii) Day shifts shall be recognized as the second shift.

(iii) Afternoon shifts shall be **recognized** as the third shift.

1.6 The starting time must be uniform for all employees on each shift, except as may be mutually agreed for the protection of the health of other employees.

Work Hours for Running Work

1.7 Where three (3) eight-hour shifts are worked, the hours for commencing duty shall be between 7 a.m. and 8 a.m., 3 p.m. and 4 p.m., and 11 p.m. and midnight.

1.8 At running points, shifts shall be designated within a twenty-four-hour period as follows:

- (i) Midnight shifts shall be **recognized** as the first shift;
- (ii) Day shifts shall be **recognized** as the second shift;
- (iii) Afternoon shifts shall be **recognized** as the third shift.

1.9 Where one or two shifts per 24 hours are worked the starting time for any portion of the staff may be arranged to commence and finish within the limits of: day work 8 hours between 6:00 am and 5:00 pm and night work 8 hours between 5:00 pm and 6:00 am.

1.10 The starting time for each employee shall be fixed and shall not be changed without at least twenty-four hours' notice.

$\frac{36}{120}$ **1.11** Where one, two or three shifts are employed, a meal period of twenty (20) minutes will be allowed without deduction in pay, commencing within the fifth hour of duty on each shift. By agreement between the representatives of the Railway and the **recognized** representatives of the Employees, it may be arranged to extend the meal period to thirty (30) minutes or one (1) hour for the employees on the day shift, the period in addition to twenty (20) minutes to be without pay.

1.12 It is recognized that all employees in the same train yard should work the same number of hours per week.

1.13 When at a particular point the regular arrival or departure times of trains make these hours not appropriate to the requirements of the service a regular assignment of the necessary number of employees may, subject to mutual agreement between the Local Chairperson and the proper officer of the Railway, be arranged to meet these local conditions.

RULE 2

Assignment of Rest Days

2.1 Unless otherwise provided, employees shall be assigned two (2) consecutive rest days in each seven (7). Preference shall be given to Saturday and Sunday, and then to Sunday and Monday. Consecutive rest days may be other than the preferred days in order to meet the Company's operational requirements.

RULE 3

Relief Assignments

3.1 All possible regular relief assignments with five (5) days work per week and two (2) consecutive rest days (subject to Rule 2) 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.

3.2 Where situations exist making it impracticable to establish relief assignments in accordance with the above, the officers of the Railway and the Local Chairperson concerned, 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. The Local Union will be consulted prior to implementation.

3.3 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.

RULE 4

Temporarily Replacing Other Employees

4.1 When an employee is required to fill the place of another employee receiving a higher rate of pay, he/she shall receive the higher rate but if required to fill, temporarily, the place of another employee receiving a lower rate, his/her rate will not be changed.

RULE 5

Checking In and Out

5.1 Effective April 12, 1992, the allowance of one minute for each hour actually worked during the week as paid on December 31, 1991, will be rolled into the basic rate of pay of all classifications.

RULE 6

Hourly Rates of Pay and
Shift Differentials

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6.1 Class of Employee:

	<u>Rates of Pay</u> <u>Jan.1/96</u>	<u>Effective</u> <u>Jan.1/97</u>
Minimum Rates (Hourly)		
Leading Hand Mechanics	\$19.581	\$19.981
Machinists	19.234	19.634
Machinists' Helpers	16.015	16.415
Boilermakers	19.234	19.634
Boilermakers' Helpers	16.015	16.415
Blacksmiths	19.234	19.634
Blacksmiths' Helpers	16.015	16.415
Blacksmiths regularly (not necessarily con- tinuously) working or making materials the equivalent of six in. square or over shall be classified as Hammersmiths	19.649	20.049
Hammersmiths' Helpers (working with black- smiths referred to in the preceding paragraph) and heaters on heavy blacksmiths' fires and drop hammer furnaces	16.432	16.832

	Rates of Pay Effective	
	<u>Jan.1/96</u>	<u>Jan.1/97</u>
Blacksmiths regularly (not necessarily con- tinuously) working material the equivalent of four inches square or over shall be classified as Heavy Fire Blacksmiths	\$19.444	\$19.844
Minimum Rates (Hourly)		
Hammer operators and helpers working with hammersmiths or heavy fire blacksmiths	16.223	16.623
Pipefitters	19.234	19.634
Pipefitter's Helpers	16.015	16.415
Sheetmetal Workers	19.234	19.634
Sheetmetal Workers' Helpers	16.015	16.415
Electrical Workers covered by Rule 57.2	19.234	19.634
Electrical Workers' Helpers	16.015	16.415
Trainee Mechanics covered by Rule 32.4(c)	17.666	18.066
Carmen	19.234	19.634
Carmen's Helpers	16.015	16.415
Coach Cleaners	14.900	15.300

	Rates of Pay Effective	
	<u>Jan./96</u>	<u>Jan./97</u>
Classified Labourers, Ashpitmen & Engine Preparers		
1st year	\$14.503	\$14.903
2nd year	14.858	15.258
Thereafter	15.085	15.485
Stationary Engineers		
3rd	19.363	19.763
4th	18.163	18.563
No certificate	16.394	16.794
Chief Operating Engineers		
3rd Class	20.882	21.282
4th Class	19.608	20.008
Stationary Firemen		
1st year		
Thereafter		
Engine Attendants	16.620	17.020
Engine Attendant's Helper	15.262	15.662
Forklift Operators and Material Handlers	16.015	16.415
	*Weekly Rates of Pay Effective	
	<u>Jan./96</u>	<u>Jan./97</u>
Engine Watchman, Work Train Service	• \$631.94	\$647.94
Terminal Watchman Moosonee	* 685.79	701.79
Seasonal Watchman Moosonee	* 602.81	618.81
Watchman - Rouyn	* 650.07	666.07

* Covers all service on regularly assigned working days.

Students	7.25	7.25
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6.2 (a) Effective from December 31, 1973 the thirty-cent (\$.30) skill differential previously in effect has been incorporated into the basic rate of pay.

(b) An employee who is promoted to or hired in a mechanic or trainee mechanic position on or prior to January 1, 1968, shall, until such time as he/she becomes a fully qualified mechanic and is placed on a permanent craft seniority roster, be paid the basic rate of the mechanic's position or positions occupied. The basic rate of the position occupied shall continue to be paid to such employee during all periods that employee occupies a position of mechanic subsequent to January 1, 1968.

(c) Effective January 1, 1968, a helper who is promoted in a craft for the first time to a mechanic's position shall until qualified for a higher rate under the terms of this Agreement be paid at the trainee mechanic's rates as shown in Rule 6.1 except as otherwise provided for in Special Rules.

(d) Apprentices temporarily promoted to fill mechanics' positions in accordance with the provisions of this Agreement will receive the full rate of the mechanic's position occupied.

6.3 Employees assigned to operate tractors and portable cranes, such as the Elwell Parker, Ransome-Rapier, and other portable cranes of a similar nature, in the Motive Power and Car Departments, when and where there is sufficient work to require that an employee be assigned for the purpose, will be paid at the established helpers' rate for the class of helper used.

6.4 Mechanics regularly assigned as markers off or layout men shall be paid as per Rule 6.1.

Shift Differentials

$\frac{44}{100035}$ $\frac{45}{100040}$

6.5 Employees whose regularly assigned shifts commence between 1400 and 2159 hours shall receive a shift differential of thirty-five cents (\$.35) per hour and employees whose regularly assigned shifts commence between 2200 and 0559 hours shall receive a shift differential of forty (\$.40) per hour. Overtime shall not be calculated on the shift differential nor shall the shift differential be paid for paid absence from duty such as vacation, general holidays, etc.

Student Rule and Rates of Pay:

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

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

(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.

(e) In North Bay students will not work as Engine Attendants or Engine Attendant Helpers if regular employees are available.

(f) Where students are employed they will not be given preferred assignments in advance of regular employees.

NOTE: In the Car Department, students may be hired as Coach Cleaners in Cochrane during the period specified in this

rule. Before students are hired as coach cleaners, for special projects at other points, the matter will be discussed with and approval given by the C.A.W. Local Union President.

RULE 7

Shop Close Down

7.1 Employees assigned to shop maintenance work shall be considered as a subdivision of a department and shall, when required, be worked only on shop maintenance work during periods when shops are closed down, at straight time rates for straight time hours and overtime rates for overtime hours.

RULE 8

Employees Required to Work When Shop Closed Down Due to Breakdown in Machinery, etc.

8.1 Employees required to work when shops are closed down due to breakdown in machinery, floods, fires, and the like, will receive straight time for regular hours, and overtime for overtime hours.

RULE 9

Pay Procedures

9.1 Employees will be paid **bi-weekly** during regular working hours.

9.2 Should the regular pay day fall on a holiday or days when the shops are closed down where practicable employees will be paid on the preceding day.

9.3 When an employee is short paid more than a half day's pay a voucher will be issued within three working days of an employee's request for payment to cover the shortage. The time specified herein shall be exclusive of Saturdays, Sundays and holidays.

9.4 Employees leaving the service of the company will be furnished with a time voucher covering all time due within **24** hours at points where discharge cheques are issued, and within **48** hours at other points, or earlier when possible. The time specified shall be exclusive of Saturdays, Sundays and holidays.

9.5 During inclement weather, provision will be made where buildings are available to pay employees under shelter.

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

RULE 10

Temporary Transfers

10.1 Employees sent out to temporarily fill vacancies at an outlying point or shop, or sent out on a temporary transfer to an outlying point or shop will be paid continuous time from time ordered to leave home station to time of reporting at point to which sent, straight time rates to be paid for straight time hours at home station and for all other time, whether waiting or travelling. If on arrival at the outlying point there is an opportunity to go to bed for five (5) hours or more before starting work, time will not be allowed for such hours.

10.2 While at such outlying point they will be paid straight time and overtime in accordance with the bulletin hours at that point, and will be guaranteed not less than eight (8) hours for each day.

10.3 Where meals and lodging are not provided by the company, actual necessary expenses will be allowed. (See Schedule A, Page 120).

10.4 On the return trip to the home station, straight time for waking or travelling will be allowed up to the time of arrival at the home station,

10.5 If required to leave home station during overtime hours, they will be allowed one hour preparatory time at straight time rate.

RULE 11

Hourly Rated Employees Away From Home **Station** Over **30** Days

11.1 When it becomes necessary to transfer an employee to another terminal under Rule 10 for a period in excess of 21 days, the relief will be bid in a maximum of 3 week increments. Employees will be allowed travel time for each incremental period as per Rule 10.1.

RULE 12

Road Work

12.1 Employees regularly assigned to roadcar repair work whose tour of duty is regular and who leave and return to home station daily (a boarding car to be considered a home station) shall be paid continuous time from the time of leaving the home station to the time they return, whether working, waiting or travelling, exclusive of the meal period as follows.

12.2 For all hours travelling, waiting, or for work performed during regular work hours, straight time shall be paid and overtime rates for work performed during overtime hours. If relieved from duty and permitted to go to bed for five (5) hours or more, they will not be allowed pay for such hours. Where meals and lodging are not provided by the Company when away from home station, actual necessary expenses will be allowed. (See Schedule A, Page 120).

12.3 The starting time not to be earlier than 6 a.m. or later than 8 a.m.

12.4 Where two (2) or more shifts are worked, the starting time will be regulated accordingly.

12.5 EXCEPTION - Where the schedule of trains interferes with the starting time an agreement may be entered into by the Superintendent of the Department affected and the Local Chairperson affected.

12.6 When such employees do not return daily to their home station or boarding car, they will be paid for all overtime actually worked as per Rule 14.1 and 14.2 and in such cases where meals and lodging are not furnished by the Railway, employees will be paid actual expenses. If lodging is not available at point where work is performed, employees will be paid according to Rule 17 until they reach lodging, home station or boarding car.

12.7 Roadcar repair employees sent out on the road will receive pay at straight time rates for waiting and travelling from time called until they reach the first point at which they have to work and will be compensated for any additional expenses they necessarily incur.

12.8 Employees sent out on road repair work under this Rule 12 on regularly assigned rest days shall be paid time and one-half for working, waiting and travelling with a minimum of eight (8) hours at time and one-half.

12.9 Employees sent out on a holiday which is the employee's regular rest day shall be governed by Rule 52.2.

12.10 Employees sent out on a holiday which is the employees' regular work day shall be paid in accordance with Rule 52 with a minimum allowance of eight (8) hours at the appropriate rate.

RULE 13

Road Work Employees Paid 181.3 Hours Per Four-Week Period

13.1 Employees regularly assigned to perform road work and paid on the basis of 181.3 hours per four-week period shall not

be paid less than the minimum hourly rate established for the corresponding class of employee coming under the provisions of this Collective Agreement. The salary for the 181.3 hour, four-week period is arrived at by multiplying the hourly rate by 160 straight time hours and 21.3 hours at time and one-half. If required to work in excess of 181.3 hours per four-week period, such hours shall be paid for 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 63.9 (comprised of 21.3 hours x 3 four-week periods) such additional hours worked in excess of 63.9 will be paid for at the rate of time and one-half at the conclusion of the twelve-week period.

NOTE: Should an employee take a position paid on the basis of this Rule 13.1, and remain on such position for a period of less than twelve (12) weeks, the period so engaged will be **recognized** as the accumulation period for that employee. In such circumstances, overtime compensation will be calculated in relation to the total overtime hours worked pro-rated over the number of weeks actually engaged during the 12-week period. This does not apply to employees who work for periods of less than one week.

13.2 Such employees shall be assigned one regular rest day per week, Sunday if possible, and service on such assigned rest day shall be governed by Rules 14.6, 14.7, 14.8 and 15.

13.3 Such employees shall be compensated for the general holidays specified in Rule 51.2 in accordance with the provisions of Rule 51.12 to 51.14 inclusive.

13.4 The regularly assigned road employees under the provisions of this Rule 13 may be used, when at home point, to perform shop work in connection with the work of their regular assignments.

13.5 Where meals and lodging are not furnished by the

Railway, or when the service requirements make the purchase of meals and lodging necessary while away from home point, **employees** will be paid necessary expenses. (See Schedule A, Page 120).

13.6 If it is found that this Rule 13 does not produce adequate compensation for certain of these positions by reason of the occupants thereof being required to work excessive hours, the salaries for these positions may be taken up for adjustment.

SECTION 2 - OVERTIME

Rule **14** - Overtime

Rule **15** - Overtime and Calls

Rule **16** - **Banking**

Rule **17** - **Emergency Calls** and Wrecking Service

RULE 14

Overtime

14.1 All overtime continuous with regular bulletined hours will be paid for at the rate of time and one-half until relieved, except as may be provided in rules hereinafter set out.

14.2 Double time (except as provided in Rule 17 for wrecking service) shall apply after an employee has actually performed ~~16~~³⁷⁶ hours service in any 24-hour period computed from the time the employee actually commenced work. In Emergency Service (Rule 17) and Road Work (Rule 12), straight time rates will again become effective at the starting time of the employee's regular shift.

14.3 Except as may be provided in rules hereinafter set out, work in excess of forty (40) straight time hours or five (5) days in any work week shall be considered overtime and paid at one and one-half times the basic straight time rate, 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.

14.4 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 shifts, be utilized in computing the forty (40) 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.

14.5 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.

Work **on Assigned** Rest Days

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

14.7 The overtime period for assigned rest days shall be from the conclusion of the employee's regular work week until the starting time of his/her regular work week.

14.8 Sunday work shall be required only when absolutely essential to the continuous operation of the Railway.

RULE 15

Overtime and Calls

15.1 For continuous service after regular working hours, employees will be paid time and one-half on the actual minute basis, with a minimum of one hour at straight time rates for any such service performed.

15.2 (a) Employees shall not be required to work more than two hours without being permitted to go to meals. Time taken for meal will not terminate the continuous service period and will be paid for up to twenty minutes at time and one-half.

(b) The right of any employee to go for a meal after having performed an hour's work after the completion of his/her regular shift is unquestioned.

(c) Should an employee continue to work for more than one hour without going to meal this shall not debar him/her from being allowed to go for a meal thereafter, but after the ninth hour it is optional with the employee as to whether he/she continue work without being allowed to go for a meal.

15.3 Employees called or required to report for work and reporting but not used will be paid a minimum of three (3) hours pay at the prevailing overtime rate.

15.4 Employees called or required to report for work and reporting will be allowed a minimum of three (3) hours at prevailing overtime rate for three (3) hours work or less, and will be required to do only such work as called for or other emergency work which may have developed after they were called and cannot be performed by the regular force in time to avoid delays in train movement.

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15.5 Employees will be allowed for services performed continuously in advance of the regular working period a minimum of two (2) hours at straight time rates - the advance period to be not more than one (1) hour.

15.6 Employees called or notified to return to work in other than their regular assigned hours will, on responding to calls, be advised the emergency for which called. This will not, however, prevent employees being used for other emergency work which might develop subsequent to the time called.

15.7 Employees will only be required to attend investigation outside their working hours when the requirements of the service will not permit the taking of statements during regular working hours and will be paid at the prevailing overtime rate as provided under this Rule 15.

15.8 Insofar as practicable helpers shall not be employed or advanced temporarily to do tradesmen's work - when tradesmen are available - to avoid the necessity of payment for overtime.

Work on Saturdays and Sundays

15.9 Employees regularly assigned to work on Saturdays and Sundays or those called to take the place of such employees, will be allowed to complete the balance of the day, unless released at their own request. Those who are called will be advised as soon as possible after vacancies become known.

Equalizing Overtime

15.10 When it becomes necessary for employees to work overtime they shall not be laid off during regular working hours to equalize the time.

15.11 At points where sufficient number of employees are employed, employees shall not (except as provided for in Rule 15.10) work two (2) consecutive rest days (holidays to be considered as rest days).

15.12 Record will be kept of overtime worked and employees called with the purpose in view of distributing the overtime equally.

Changing Shift

15.13 Employees changing from one shift to another and commencing work within 24 hours of original starting time, will be paid overtime rates for the first shift at each change. Employees working two (2) shifts or more on a new shift shall be considered transferred. This will not, however, involve the payment of punitive overtime rates to employees changing off where employees work alternately on stated shifts, nor to employees in regular relief service.

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RULE 16

OVERTIME BANKING

16.1 Employees working overtime will have the option of banking the half-time portion of hours worked overtime to a maximum of 24 hours per year. Employees will be allowed to replenish the 24 hour annual maximum.

16.2 Hours banked may be taken in full or half day increments or as wages at the employee's current rate of pay and must be arranged by December 15 to be cleared from the employee's account. Should arrangements to use banked time as time off

in the calendar year not be made by December 15, the employee will be paid the amount owing and the account cleared. In cases of half day increments, time off must abut the beginning or end of the shift.

16.3 Requests must be made in advance unless due to bona fide illness and are subject to the requirements of service.

RULE 17

Emergency Calls and Wrecking Service

17.1 Employees regularly assigned to work at a shop, engine house, repair track or inspection point, when called for emergency work away from such shop, engine house, repair track or inspection point, will be paid from the time ordered to leave home station until their return for all time worked, in accordance with the practice at home station, and all time waiting or travelling shall be paid for at straight time rates for straight time hours and time and one-half for overtime hours.

17.2 In no case shall he/she be paid for a total of less than eight (8) hours each calendar day, when such irregular service prevents the employee from making their regular daily hours at home station. Where meals and lodging are not provided by the railway, actual necessary expenses will be allowed. (See Schedule A, Page 120).

17.3 Employees will be called as nearly as possible one hour before leaving time and on their return will deliver tools at points designated.

17.4 If required to leave home station, during overtime hours, they will be allowed one hour preparatory time at time and one-half.

17.5 If during the time on the road, employees in emergency service are relieved from duty between the hours of 9 p.m. and 7 a.m. and permitted to go to bed for five (5) hours or more,

such relief time will not be paid for, provided suitable sleeping accommodation is available.

17.6 Employees engaged in wrecking service shall be paid under this Rule 17, except that all time working, waiting or travelling on assigned rest day(s) including holidays that fall on a rest day shall be paid for at the rate of time and one-half, and all time working, waiting or travelling on week days after the recognized straight time hours at home station shall also be paid for at the rate of time and one-half. Time working, waiting or travelling on a holiday which is on a regular work day shall be paid for under Rule 52. Their pay shall be continuous including meal period during the first twenty-four (24) hours.

17.7 If employees engaged in wrecking service are relieved from duty and permitted to go to bed for five (5) hours or more, such relief time will not be paid for.

17.8 Wrecking service will commence at time called.

17.9 This Rule 17 also applies to Carmen and other employees sent out on the road for other emergency work, except as to Carmen regularly assigned for road repair work as per Rule 12.

17.10 Employees who are called for emergency or wrecking service and who, upon responding, are not sent out of terminal will be paid a minimum of four (4) hours at straight time rate. The minimum of three hours overtime rates for a call as provided for in Rule 15 does not apply to emergency or wrecking service under this Rule 17.

SECTION 3 - SENIORITY'

Rule 18 - Promotion to Position of Leading Hand

Rule 19 - Seniority

Rule 20 - Laid Off Employees Securing Work Elsewhere

RULE 18

Promotion to Position of Leading Hand

18.1 When vacancies occur in positions, such as a leading hand supervising the work of a gang - employees from the respective trades will be promoted and the Local Chairperson shall be consulted before any appointment is made.

Duties and **Responsibilities** of Leading Hands

18.2 A tradesman, having necessary qualifications and experience in his/her trade, to be able to direct and supervise the work of a group of employees under the supervision of a **recognized** assistant supervisor or departmental supervisor.

The duties of such leading hands are: to carry out instructions of his/her immediate supervisor as to workmanship on the tasks involved; supervise tools and other equipment for the gang under him/her; assist his/her immediate supervisor in the ordering and seeing that material is made available for the work handled; and where necessary and practicable, assist in the preparation of time sheets for the approval of supervising assistant supervisor or supervisor. In other words, the responsibility of a leading hand is exclusively confined to the work involved in his/her gang as a leader, and not as a supervisory officer in charge of a department. Nor does he/she report job failure or actions for which discipline could result.

RULE 19

Seniority

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19.1 A new employee shall not be regarded as permanently employed until he/she has completed **65** working days cumulative service. In the meantime, unless removed for cause which, in the opinion of the Company renders him/her undesirable for its service, the employee shall accumulate seniority from the date he/she entered that classification and

shall be regarded as coming within the terms of this Agreement. When a new employee is hired, the Company will supply the union with name, employee number and date of hire of the employee.

19.2 Basic seniority territory shall be the railway system, except that employees represented by the I.B. of F. & O. will have their seniority confined to the terminal at which employed.

19.3 Seniority of employees in each of the following trades covered by this Agreement shall, except as otherwise provided herein and in the respective Special Rules, be confined to the seniority terminal at which employed and to the date of entry into their respective classifications:

Boilermakers	- Helpers
Blacksmiths	- Helpers
Carmen (and other tradesmen represented by Carmen's Organization)	- Helpers Coach Cleaners
Electrical Workers	- Helpers
Machinists	- Helpers
Pipefitters	- Helpers
Sheet Metal Workers	- Helpers

19.4 Seniority lists will be open for investigation and copies shall be furnished by the Company to the local committee and the Local Chairperson concerned.

19.5 Seniority lists shall be compiled and posted in January of each year, and shall be open for correction for a period of 60 calendar days after being posted. If exceptions are taken or requests made for corrections, same must be made in writing to the immediate officer in charge, with copy to union representative and the Local Chairperson concerned, within the 60-day limit prescribed in this Rule 19.5. If no exceptions are taken to a seniority list date within the 60-day limit after it is first posted, the date shall be established as correct and not changed thereafter, except by mutual agreement between the

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

19.6 For employees on layoff, leave of absence, annual vacation, or absence because of illness or injury at the time of posting, the 60-calendar-day period shall begin on the date of return to service.

19.7 Employees at outside points where no immediate supervisor is located shall be placed on the seniority lists and retain their seniority at the seniority terminal where such immediate supervisor is located who has jurisdiction over such outside points. If not working under the jurisdiction of an immediate supervisor they shall retain seniority at the seniority terminal from which sent.

19.8 When vacancies occur for which replacements are required, or new jobs are created or additional staff is required in a classification for an expected period of 90 calendar days or more such vacancies or new jobs shall be bulletined for a period of not less than 7 calendar days to employees in that classification at the seniority terminal where they are created, and will be awarded to the senior employees, subject to Rule 19.25, the local committee to be consulted.

Within a main shop, successful applicants will be permitted to move within fifteen (15) calendar days of the close of the bulletin. This period may be extended to 30 days by mutual agreement with the Local Chairperson concerned.

NOTE: Refer to Appendix I and VII.

19.9 When vacancies occur or new jobs are created or additional staff is required in a classification, for an expected period of less than 90 calendar days, such vacancies or new positions may be claimed by the senior qualified employees from the respective point within the home seniority terminal desiring same; the local committee to be consulted in each case. *27a*

Employees assigned to fill positions under this Rule 19.9 shall be considered as temporarily assigned and on completion of such temporary positions they shall be returned to their former basic regular assignments. For the purpose of this clause annual vacation relief, leave of absence, sickness, injury, etc. shall be positions coming under the scope of this Rule 19.9.

Unless otherwise agreed, temporary relief assignments at Northern terminals will be supplied from North Bay and will be posted when the vacation schedules at those terminals are finalized.

^{27f}
1) **19.10** If a vacancy or new position of expected duration of 90 calendar days or more requiring additional staff is not filled (under Rule 19.8) by an employee in the classification at a home seniority terminal, it shall be bulletined for not less than 7 calendar days, to the employees holding seniority in that classification on the basic seniority territory. Subject to qualifications, seniority will govern.

A running point employee who bids on a position at a main shop in accordance with this Rule 19.10 and is delayed in transferring to the main shop for a period of thirty days or more shall, on transferring to the main shop, be entitled to exercise seniority on any position bulletined within the main shop during such delay.

^{27b}
1) Employees who transfer under this Rule 19.10 shall, after 90 calendar days forfeit their seniority at the seniority terminal from which transferred and shall carry their seniority rights to the new seniority terminal; except that any employee on laid-off status at his/her home seniority terminal may exercise his/her rights under this Rule 19.10 without forfeiting seniority at his/her home seniority terminal. The Local Chairperson shall receive a copy of all such bulletins.

For the purpose of this Rule 19.10 the number of employees to be transferred and the method to be used shall be mutually arranged between the proper officer of the Railway and the

Local Chairperson concerned in order to meet the requirements of the Railway service. The union representative to be consulted.

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

The affected employee shall have the right to displace the junior employee in the designated work area of his/her choice with the shift, days off, hours of work and rate of pay of his/her choice except as may be provided in the Special Rules. ^{27e}
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For the purpose of this Rule 19.11 the designated work area shall be as defined in bulletining positions in accordance with Rule 19.8.

Such employee initially affected shall be given, during his/her regular working hours, as much advance notice as possible but, in any event, not less than twenty-four hours. The affected employee shall make his/her intentions known within forty-eight hours of notification and subsequent displacement shall be made without undue delay. The Local Committee shall be consulted.

19.12 When it becomes necessary to lay off employees for any reason, the force shall be reduced in reverse seniority order as per Rule 19.3 unless otherwise provided in the Special Rules. ^{27c}
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19.13 When it becomes necessary to make a reduction in staff at any seniority terminal, at least 2 weeks notice shall be given the employees affected before reduction is made, and lists shall be furnished to the Local Committee and Local Chairperson.

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

a shorter notice may be given under this Rule 19.13. In reducing forces, the ratio of apprentices shall be maintained.

19.14 When layoffs occur, an employee laid off from his/her respective classification at his/her seniority terminal, may within 30 calendar days, displace the junior employee in his/her respective classification on the basic seniority territory carrying his/her seniority in that classification with him/her, except as may be provided in the respective Special Rules. An employee who declines to displace the junior employee in his/her respective classification on his/her basic seniority territory under this Rule 19.14 shall be laid off subject to recall to his/her home seniority terminal.

19.15 An employee who transfers in accordance with Rule 19.14 shall hold seniority rights at only two seniority terminals on his/her basic seniority territory, that is, at his/her home seniority terminal and at the seniority terminal to which he/she last transferred, except as provided in Rule 19.16.

19.16 A laid-off employee who displaces another employee on his/her basic seniority territory, shall retain his/her seniority rights at his/her home seniority terminal in accordance with Rule 19.14 and shall be subject to recall to his/her home seniority terminal in seniority order for vacancies of expected duration of 90 calendar days or more. An employee who declines to accept such recall within 7 calendar days shall forfeit seniority rights at his/her home seniority terminal and shall retain his/her seniority rights at his/her new seniority terminal. An employee who accepts recall to his/her home seniority terminal within 7 calendar days will return thereto within 15 calendar days from the date of his/her acceptance.

19.17 Where an employee is on leave of absence, annual vacation, or absent because of illness or injury, the periods prescribed in Rules 19.14 and 19.16, shall begin on the date of return to service.

19.18 In the restoration of forces, employees laid off shall be given preference of re-employment in seniority order. A laid-off employee shall be notified by registered mail at last known address and shall be returned to his/her former classification. Union representatives shall be furnished with a list of employees to be restored to service.

19.19 It shall be incumbent upon the employee on layoff, and the employee who has displaced on his/her basic seniority territory in accordance with Rule 19.14, to register his/her current address with the appropriate officer at his/her home seniority terminal.

19.20 A laid-off employee who has not displaced in accordance with Rule 19.14 shall retain his/her seniority rights in his/her respective classification at his/her home seniority terminal and shall be subject to recall to his/her home seniority terminal in seniority order. An employee shall, at the end of 7 calendar days, unless satisfactory reason is given therefore, forfeit seniority rights in the classification to which recalled at his/her home seniority terminal if he/she declines to accept recall to vacancies of an expected duration of 90 calendar days or more. 27d
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19.21 When through an unusual development it becomes necessary to transfer work from a seniority terminal to another seniority terminal, not more than a sufficient number of employees to perform such work shall, in seniority order be given the opportunity to transfer, carrying their seniority rights with them. The proper officer of the Railway and the Local Chairperson shall co-operate to determine the number of employees who shall transfer.

Employees who transfer, under this Rule 19.21, shall after 90 calendar days, lose their seniority at the seniority terminal they left.

19.22 Employees in service who, through bonafide medical or physical reasons, have become unable to handle certain classes of work in their respective classifications may by mutual 12
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agreement between the proper officer of the Railway and the Local Chairperson of the craft, transfer from one seniority terminal to another with a view to accepting a permanent transfer. They shall, after 90 calendar days, lose their seniority at the seniority terminal they left and will be allowed to carry their seniority rights with them to the seniority terminal to which transferred.

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

Effective April 12, 1992, employees accepting a permanent position not covered by this collective agreement shall have his/her seniority "temporarily suspended" until such time as he/she returns to the bargaining unit. In such event, only the seniority accumulated while in the bargaining unit shall be taken into consideration when exercising seniority as provided in this or any other Rule.

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

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

19.24 For employees on leave of absence, annual vacation or absence because of illness or injury, the time limits specified in this Rule 19 shall begin on the date of the employee's return to service.

19.25 An employee claiming a position in the exercise of his/her seniority, who in the judgment of the Company cannot reasonably be expected to qualify to perform the duties required within a period of 30 calendar days shall not be denied such position by Management without prior consultation with the Local Chairperson of the union concerned.

An employee exercising his/her seniority, who, in the judgment of the Company can reasonably be expected to qualify for the position claimed, shall be allowed a trial period which shall not exceed 30 calendar days, except that by mutual agreement between the Local Chairperson and the proper officer of the Company, such period may be extended up to 90 calendar days, in order to demonstrate his/her ability to perform the work required.

Should an employee be denied a position being claimed in the exercise of seniority, or should he/she fail to qualify during a trial period, he/she and his/her authorized representative will be entitled to receive an explanation in writing from the proper officer of the Company, including the reason for the decision rendered, which shall be subject to appeal in accordance with the grievance procedure.

Where an employee is disqualified from holding a position at any time during the specified trial period, such employee will be returned to his/her former position. This will not necessitate additional bulletins.

19.26 An employee with more than 65 working days cumulative service shall not be discharged without being given a proper investigation.

19.27 The present seniority territories shall not be changed except by mutual agreement between the Railway and the Union concerned.

RULE 20

Laid Off Employees Securing Work Elsewhere

20.1 Employees laid off account staff reduction who desire to secure employment within the Railway will upon application be furnished with free rail transportation in accordance with the service provisions of the Company's pass regulation.

SECTION 4 • SKILLED **TRADES**

Rule 21 - Restrictions

Rule 22 - Labourers Performing Helpers' Work

Rule 23 - Scrapping Work

Rule 24 - Apprentices

Rule 25 - Journeymen/Women Standards

Rule 26 - Lines of Demarcation

RULE 21

Restrictions

21.1 Employees not covered by the collective agreement shall not perform work of the bargaining unit, except in the case of an emergency; wherein an explanation will be provided to the union.

RULE 22

Labourers **Performing** Helpers' Work

22.1 Labourers, or similar class of workers, shall not be permitted to do helpers' work as outlined in the Special Rules if regular helpers are available but if so used one hour or more shall be paid at helpers' rate for all work performed as helpers.

RULE 23

Scrapping Work

23.1 Work of scrapping engines, boilers, tanks and cars or other machinery will be done by crews under the direction of a mechanic. Torch work as now performed by mechanics shall continue to be so performed.

RULE 24

Apprentices

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24.1 The following standards of apprenticeship covering the employment and training of apprentices in the trades included in these standards have been agreed to by the company and the unions signatory to this Collective Agreement.

24.2 The purpose of these standards is to make certain that extreme care is exercised in the selection of applicants and that the methods of training are uniform and sound, with the result

that they will be equipped for profitable employment and to further the assurance to the company of proficient employees at the conclusion of the training period.

24.3 Definitions

1) The term "Company" shall mean the Ontario Northland Transportation Commission.

2) The term "Union" shall mean the duly **authorized** representatives of each union signatory to this Collective Agreement.

3) "Registration 'Agency'" on labour standards shall mean the Industrial Training Branch, Ministry of Labour. "Registration Agency" for the apprentice as a student, covering related instruction.

4) "Apprenticeship Agreement" shall mean a written agreement between the Company and the person employed as an apprentice, which agreement or indenture shall be reviewed by the Joint Apprenticeship Committee and registered with the Registration Agencies.

5) "Apprentice" shall mean a person who is engaged in learning and assisting in the trade to which he/she had been assigned under these standards and who is covered by a written agreement with the company providing for his/her training in accordance with these standards of apprenticeship and who is registered with the Registration Agencies.

6) "Committee" shall mean the Joint Apprenticeship Committee **organized** under these standards.

7) "Supervisor of Apprentices" shall mean the person employed as such or the person assigned the responsibility by the company to perform the duties outlined in these standards of apprenticeship.

8) "Standards of Apprenticeship" shall mean this entire Rule including these definitions.

24.4 Application for apprenticeship will be received by the Chief Mechanical Officer of the company from applicants considering themselves eligible under the program of training.

These applications of prospective apprentices will be reviewed by the Joint Apprenticeship Committee; however, it is understood that the final selection and hiring of the apprentices is the sole responsibility of the company.

24.5 In order to be eligible for apprenticeship under these standards the application must meet the following qualifications:

(i) He/she must have a junior matriculation or its educational equivalent.

Exceptions to these requirements may be made by the company upon the recommendation of the Committee for applicants who have unusual qualifications.

It is understood that all applicants must successfully pass the company's employment requirements.

24.6 At the discretion of the Committee, credit for prior experience in the applicable trade may be given after evaluation. Review will be made after completion of apprentice's probationary period.

24.7 The term of apprenticeship shall be as established by these Standards of Apprenticeship in accordance with the schedule of work processed and related instruction as outlined in the Appendix attached hereto.

24.8 The first five-hundred (500) hours of employment for every apprentice shall be a probationary period. During this probationary period, the apprenticeship agreement with the apprentice may only be cancelled by the company or the

apprentice, after consultation with the Committee. The registration agencies shall be advised of such cancellations. The apprentice shall then exercise his/her seniority into the classification from which promoted.

24.9 Apprentices shall work the same hours and be subject to the same conditions regarding overtime rates as the journeymen/women employed by the company. In case an apprentice is required to work overtime, he/she shall receive credit on the term of apprenticeship for only the actual hours worked. Apprentices may only work overtime in the company of a journeyman/woman and only after all journeymen/women have had prior opportunity to work the overtime or by mutual agreement between the Local Union and the company in the instance of **specialized** work that otherwise cannot be made available during regular working hours.

24.10 The maximum ratio of apprentice to journeymen/women shall not exceed one apprentice to each four (4) journeymen/women in the trade in which he/she is apprenticed, (e.g. one (1) pipefitter apprentice to four (4) pipefitters). If lay offs become necessary apprentices shall be laid off to maintain the same ratio. This ratio may be reduced for trades with less than four (4) journeymen/women.

24.11 Apprentices in each of the trades covered by these standards shall be paid a progressively increasing schedule of wages as follows:

1st 1,000 hours - not less than 70% of the journeymen's/ women's wage rate.

2nd 1,000 hours - not less than 73% of the journeymen's/ women's wage rate.

3rd 1,000 hours - not less than 77% of the journeymen's/ women's wage rate.

4th 1,000 hours - not less than 80% of the journeymen's/ women's wage rate.

5th 1,000 hours - not less than 83% of the journeymen's/
women's wage rate.

6th 1,000 hours - not less than 86% of the journeymen's/
women's wage rate.

7th 1,000 hours - not less than 90% of the journeymen's/
women's wage rate.

8th 1,000 hours - not less than 93% of the journeymen's/
women's wage rate.

The apprentice shall also receive the annual improvement factor and all cost of living increases that are accorded all other plant employees, where such contract provisions exist. Apprentices who are given credit for previous experience shall be paid, upon receiving such credit, the wage rate for the period to which such credit advances them. This shall not be made retroactive.

When an apprentice has successfully completed 8,000 hours of training and after recommendation for his/her journeymen's/
women's certificate by the Committee, he/she is to receive not less than the minimum rate to skilled journeymen/women in the trade in which he/she has served his/her apprenticeship.

24.12 Should members covered by the provisions of this agreement be selected as an apprentice under this rule, he/ she may be credited hours and shall have his/her wages maintained until the rate is increased by accredited hours under Rule 24.11.

24.13 The Committee may recommend discipline and/or cancellation of the apprenticeship agreement of the apprentice to the company at any time for cause such as:

- 1) inability to learn;
- 2) unreliability;
- 3) unsatisfactory work;
- 4) lack of interest in his/her work or education;

- 5) improper conduct;
- 6) failure to attend classroom instruction regularly.

24.14 Apprentices are required as a condition of apprenticeship to receive and attend classroom instructions at a technical or similar school. The schedule of work processes and related instructions are attached to this apprenticeship plan. Modifications may be made to the schedules by the Committee, subject to final approval by the company. The company shall notify the Registration Agencies of such changes. Credit for time spent in academic training is given in the calculation of the hours of apprenticeship served and shall be applied against the period total.

24.15 There is hereby established a Joint Apprenticeship Committee as defined in Rule 24.3. This Committee shall be composed of four (4) members, two (2) representing the company and two (2) journeymen/women employees representing the Associated Shop Union.

The Chairperson shall be the Supervisor of Apprentices. The Committee shall meet once monthly unless otherwise agreed. It shall be the duty of the Committee:

- 1) To see that each prospective apprentice is interviewed and impressed with the responsibilities he/she is about to accept as well as the benefits he/she will receive.
- 2) To accept or reject applicants for apprenticeship subject to final approval by the Chief Mechanical Officer as provided in Rule 24.3.
- 3) To hear and decide on questions involving apprentices which relate to their apprenticeship.
- 4) To offer constructive suggestions for improvement of training on the job.
- 5) To certify the names of graduate apprentices to the

Registration Agencies and recommend that a Certificate of Apprenticeship be awarded upon satisfactory completion of the requirements of apprenticeship established herein. No certificate will be issued by the Registration Agencies unless recommended by the Committee.

6) To review the supervisor's monthly report on each apprentice.

7) Determine the **appropriate** delivery method and location of the academic facility for the in-school portion of approved training, subject to the final approval of the Chief Mechanical Officer.

8) In general to be responsible for the successful operation of the apprenticeship standards and the successful completion of the apprenticeship by the apprentices under these standards.

24.16 Apprentices shall be under the general direction of the Supervisor of Apprentices and under the immediate direction of the supervisor of the department to which they are assigned. The Supervisor of Apprentices is **authorized** to move apprentices from one department to another in accordance with the predetermined schedule of work training.

Where an apprentice is retained unavoidably on a scheduled work process for a period longer than the maximum time scheduled for such work process, an explanation shall be sent to the Supervisor of Apprentices who will place it before the Committee for their review at the next meeting.

The Supervisor of Apprentices or an individual charged with this responsibility in consultation with the Committee, shall prepare adequate record forms to be filled in by the supervisor under whom the apprentices receive direction, instruction and experience. Supervisors shall make a report at least every thirty (30) days to the Supervisor of Apprentices on the work and progress of the apprentices under their supervision. These reports shall be submitted by the Committee for review.

24.17 Employees selected for apprenticeships from classifications held within this Collective Agreement, will continue to accumulate seniority under their previous classification until they become fully qualified in their respective trade. In the event of staff reductions, apprentices will be entitled to exercise their seniority into the classification from which they had been selected.

Upon satisfactory completion of the apprenticeship program the apprentice will be given seniority equal to 100% of the time spent as an apprentice.

24.18 The following shall receive copies of the apprenticeship agreement:

- 1) The Apprentice
- 2) The Company
- 3) The Committee
- 4) The Registration Agencies
- 5) The Local Union
- 6) Bargaining Agent

24.19 Upon completion of the apprenticeship under these apprenticeship Standards, the Supervisor of Apprentices will recommend to the Industrial Training Branch, Ministry of Labour, that a certificate signifying completion of the apprenticeship be issued to the apprentice. No certificates will be issued by the Apprenticeship Branch, Department of Labour unless recommended by the Committee.

24.20 The schedule of work processes and related training shall be established by the Committee for the following trades: Boilermaker, Blacksmith, Carman, Electrician, Machinist, Pipefitter, Sheet Metal, Painter and Upholsterer workers.

The Committee shall also establish work processes and related training for such other trades in which the company may subsequently decide to employ apprentices. The company will notify the Committee when it is prepared to consider additional apprenticeship trades.

Modification may be made to any schedule of work process by the Committee, subject to final approval by the company. The Skill Trades Branch to the respective signatory union may request further discussion upon any such changes being introduced. The company shall notify the Registration Agencies of such changes.

24.21 It is understood that all current employees classified as trainees will be red circled. Their duties will continue as per the April 1, 1989 Collective Agreement No. 12. No further employees in the above classification will be hired effective on signing of this Collective Agreement.

All current trainees may apply to enter the apprenticeship program when openings occur.

24.22 Apprentices shall not displace journeymen/women when sent out for experience with the wrecking gang or on emergency work, but will be in addition to the normal complement of the wrecking gang sent out.

24.23 Apprentice Expenses

(a) Apprentices attending the school portion of their apprentice program, while in the active employ of the Company will be reimbursed reasonable necessary incidental expenses associated to the schooling portion of the program provided. i.e., required school supplies, receipts must be provided.

(b) Apprentices attending the school portion of their apprentice program, away from home, while in the active employ of the Company will be provided the following:

- (i) Accommodations: The Company will arrange and pay for suitable accommodations.
- (ii) Allowance: A weekly allowance of \$170. will be provided to cover the costs associated to living expenses while away from home.

- (iii) Travel: The Company will reimburse or provide the apprentice, ground transportation costs equivalent to bus fare: every two weeks.

RULE 25

JOURNEYMEN/WOMEN STANDARDS

25.1 When it is required by the Company to hire journeymen/women to perform the work of trades only journeymen/women tradesmen or apprentices tradesmen will be hired as defined by this Collective Agreement.

25.2 A journeyman/woman in any designated trade shall mean any person who:

a) has served a bona fide apprenticeship of four (4) years 8,000 hours and possesses proof of such apprenticeship service or,

b) holds a recognized journeyman/woman card in the trade in which he/she claims recognitions acceptable to the Apprenticeship Committee, or,

c) has eight (8) years practical and general experience covering all phases laid down in the apprenticeship course applicable to the trade in which he/she claims journeyman/woman status and possesses ample proof of such experience.

25.3 Entry into the trades shall be restricted to persons:

a) who qualify as journeymen/women under the provisions set forth in the immediately preceding Clause 25.2, or

b) who qualify for journeyman/woman status through any apprenticeship program as outlined in Rule 24, or

c) who provide documents at date of hire proving their claim to journeyman/woman status to the Apprenticeship Committee, or

d) who provide documents within fifteen (15) working days of being promoted from any classification.

RULE 26

Lines of Demarcation

26.1 There shall be established a joint Lines of Demarcation Committee consisting of a minimum of four (4), two (2) from management and two (2) from the A.S.U. This committee will meet, monthly or unless otherwise agreed, to make recommendations with respect to the assignment of work to skilled trades classifications.

Matters involving work assignments will be brought to the Lines of Demarcation Committee for review. Recommendations should be presented to the A.S.U. and the Chief Mechanical Officer within 30 days. Following receipt of the recommendation a meeting between the parties affected will be arranged, within a further 30 days, to review the recommendations of the Committee and decide if such will be accepted or rejected, or if an alternative resolution can be reached. Upon acceptance, the recommendations will be implemented. If unable to resolve the issue, the case may be withdrawn without prejudice by either party or may be appealed to a technically competent arbitrator for final and binding decision. Such appeals must be registered for arbitration within thirty (30) days. Such arbitrator will be selected under Rule 35 of the Collective Agreement. Should a case not be registered for arbitration within thirty (30) days, the matter will be considered withdrawn.

26.2 In the event new technology is introduced into the workplace, the Company will advise the A.S.U. in advance. The Lines of Demarcation Committee will make recommendations to the company and the A.S.U. with respect to work assignments and the appropriate training required. In the event of a dispute the issue will revert to the process as defined in Rule 26.1.

JJC

26.3 It is understood that all Boilermaker, Blacksmith, Carmen, Electrician, Machinist, Pipefitter, Sheet Metal, Painter and Upholsterer workers presently working shall be considered as journeymen/women for the purpose of the Collective Agreement.

SECTION 5 - SPECIAL RULES

Rule 27 - Machinists' Special Rules

Rule 28 - Boilermakers' Special Rules

Rule 29 - Blacksmiths' Special Rules

Rule 30 - Sheet Metal Workers' and Pipefitters' Special Rules

Rule 31 - Electrical Workers' Special Rules

Rule 32 - Carmen's Special Rules

Rule 33 - Labourers' Special Rules

RULE 27

Machinists' Special Rules

Machinists' **Qualifications**

27.1 Any employee who has served an apprenticeship or who has had four years' experience at the machinists' trade, and who, by skill and experience, is qualified and capable of laying out and fitting together the metal parts of any machine or locomotive, with or without drawings, and competent to do either sizing, turning, shaping, boring, planing, grinding, finishing, or adjusting the metal parts of any machine or locomotive whatsoever shall constitute a machinist.

Machinists' **Work**

27.2 Machinists' work shall consist of laying out, fitting, adjusting, shaping, boring, slotting, milling, planing, sizing, finishing and grinding of metals used in building, assembling, maintaining, dismantling and installing locomotives and engines (operated by power, including diesels, and other metal power devices), pumps, cranes, hoists, elevators, pneumatic and hydraulic tools and machinery; scale building, erecting and maintaining shafting and other shop machinery; ratchet and other skilled drilling and reaming; tool and die making, tool grinding and machine grinding; axle truing, axle, wheel turning and boring; (engine inspecting; air equipment, lubricator and injector work; removing, replacing, equipment, oxy-acetylene and electric welding on work generally recognized as machinists' work; the operation of all machines used in such work, including drill presses and bolt threaders, using a facing, boring or turning head or milling apparatus; car wheel borer, lapping machine operators; engine truck fitter; brass filer and assembler (not including trimming); crane slingers in locomotive shops on cranes of 100-ton capacity or over, not working under the direct guidance of a foreman; and all other work generally recognized as machinists' work and such other work as may be defined by the Lines of Demarcation Committee.

Machinist Apprentices

27.3 Include regular apprentices in connection with the work defined by Rule **27.2**.

Machinist Helpers' Work

27.4 (a) Helpers' work shall consist of helping machinists and apprentices, operating drill presses and bolt threaders not using facing, boring or turning head or milling apparatus, wheel presses (on car, engine truck wheels), nut tappers and facers, bolt pointing and centering machines, crane helpers on locomotive and car work, except as provided in Rule **27.2**, attending tool room, shaft and machinery oiling; locomotive oiling; assisting in dismantling locomotives and engines; applying all couplings between engine and tender; locomotive draft rigging work, except when performed by Carmen, except as provided in Rule **27.2**; motor truck operators; supply man (material carrier); lagger (other than wood); and all other work generally recognised as helpers' work.

(b) The assignment of work specified in this Rule **27.4(b)**, to helpers shall not be construed as restricting Machinists from performing helpers' work as required and subject to the following conditions that the Company in implementing the proposal; -

(1) will not in any way, shape or form disrupt the jurisdiction of work between the various trades; nor

(2) will any mechanic presently in the work force be laid off or have his/her rate of pay affected;

(3) will not interfere routinely with the normal mechanic, helper, apprentice work gang team now in practice;

(4) will maintain the ratio of mechanics to helpers now existing in the several trades, location and shops.

NOTE: The ratio in clause (4) above means the number of Machinists in relation to helpers in existence as of January 16th, 1974.

Removing main engines, compressors, trucks, draft gear and couplers, genemotors, drive shafts.

Dismantling main engines, trucks, compressors, roller bearings and boxes.

Machine Pressing Operations

Pressing bushings in or out on brake gear, draft gear and other parts as required.

Repairing or replacing vehicle tires.

Removal and application of filters.

Grinding out nicks in axle body between wheel seats.

Dismantling trolleys for mechanical reefer cars.

Repetitive Machine Operations

Hand grinding and buffing.

Milling machine (turnout and riser side plates and journal wedges).

Shaper (separator blocks and gauge plates).

Planer (heel filler and end blocks).

Shear bar stock.

Saw rails.

Machinists Assigned to Running Repairs

27.5 Machinists assigned to running repairs shall not be required to do work on back shop work at points where back shop forces are maintained. (See Letter of Understanding)

Backshop and Running Repair Forces

27.6 Back shop forces will not be assigned to perform running repair work, except when the regularly assigned running repair forces are unable to get engines out in time to prevent delay to train movement.

Work at Wrecks

27.7 In case of wrecks where engines are disabled, machinist, and helper if required (more if necessary), shall accompany the wrecker. They will work under the direction of the wreck supervisor. They will be paid for wrecking service as per sixth paragraph of Rule 17 while working at wrecks or in charge of wrecked engines.

Machinist Helpers

27.8 A helper when used in any way in connection with machinists' work, shall in all cases work under the orders of the machinist, both under the direction of the supervisor.

27.9 When vacancies occur under classification of machinist helper (temporary or permanent), machinist helpers in the service will be given preference in promotion to position paying either the same or higher rate at shop employed, seniority to govern.

Markers **Off**

27.10 Machinists assigned as Markers Off, shall be paid as per Rule 6.1.

Machinist Helpers Entering **Apprentice Training** Program

27.11 (a) Helpers who have worked in that classification on the Railway for not less than three (3) years consisting of a total of 726 working days may, if able to meet other entrance requirements for regular apprentices, apply for apprentice training in the trade. If selected they shall be given a credit of one (1) year and serve apprenticeship of three (3) years made up of six (6) terms of 960 hours each or a total of 5760 hours. No other credits will be allowed. In the event two or more applications are received, preference will be given firstly to applicants from the seniority terminal, and then to the System, except as may be mutually agreed between the proper officer of the Company and union.

(b) A helper entering the apprentice training program will have his/her seniority as a helper protected during his/her term of apprenticeship but shall not be permitted to return to helper's status except in the case of reduction of staff, or if unsuitable as an apprentice in accordance with Rule 24.13.

An apprentice who due to a reduction in staff is returned to a helpers status will, when an increase in staff permits, be obligated to resume his/her apprentice training. A helper refusing to resume his/her apprentice training will retain his/her helper's seniority but shall not thereafter be permitted to re-enter the apprentice training program.

(c) Except as otherwise provided for herein the apprentice rules covering regular apprentices shall also apply to these apprentices.

(d) The number of such apprentices will not exceed twenty percent of the total number of machinist apprentices employed except as may be mutually agreed between the proper officer of the Company and the Union.

Boilermakers' Special Rules

Boilermakers' Qualifications

28.1 Any employee who has served an apprenticeship or who has had four years' experience at the trade who can with the aid of tools, with or without drawings and is competent to either lay out, build or repair boilers, tanks and details thereof, and complete same in a mechanical manner shall constitute a boilermaker.

Boilermakers' Work

28.2 Boilermakers' work shall consist of laying-out, cutting apart, building or repairing boilers, tanks and drums, inspecting, patching, rivetting, chipping, caulking, flanging and flue work; building, repairing, removing and applying steel cabs and running boards; laying out and fitting up any sheet iron or sheet steel work made of 16 gauge or heavier; (present practice between boilermakers and sheet metal workers on Railroad to continue relative to gauge of iron), including fronts and doors; grates and grate rigging, pans, netting and diaphragm work; steel under-frame, except where other mechanics perform this work; removing and applying all stay bolts, radials, flexible caps, sleeves, crown bolts, stay rods, and braces in boilers, tanks and drums; operating punches and shears for shaping and forming pneumatic stay bolt breakers, air rams and hammers; bull, jam and yoke riveters; boilermakers' work in connection with the building and repairing of steam shovels, derricks, booms, housing circles, eye beam, channel iron, angle iron and tee iron work; all drilling, cutting and tapping and operating rolls in connection with boilermakers' work; oxy-acetylene and electric welding, on work generally recognized as boilermakers' work, and all other work generally recognized as boilermakers' work on electric or diesel locomotives and such other work as may be defined by the Lines of Demarcation Committee. It is understood that present practice in the performance of work between boilermakers and carmen will continue.

Boilermaker Apprentices

28.3 Include regular apprentices in connection with the work as defined by Rule 28.2.

Boilermaker Helpers' Work

28.4 (a) Employees assigned to help boilermakers and their apprentices; operators of drill presses and bolt cutters in boiler shop, boiler washers and helpers, employees cutting only bar stock and scrap, flue cleaners. Classified boilermaker helpers will attend tool room in boiler shop where regular attendant is employed. Holding on all stay bolts and rivets, striking chisel bars, side sets and backing out punches, scaling boilers and heating rivets, (except when performed by apprentices) and all other work properly **recognized** as boilermaker helpers' work.

(b) The assignment of work specified in this Rule 28.4(b) to helpers shall not be construed as restricting boilermakers from performing helpers' work as required and subject to the following conditions that the Company in implementing the proposal;

(1) will not in any way, shape or form disrupt the jurisdiction of work between the various trades; nor

(2) will any mechanic presently in the work force be laid off or have his/her rate of pay affected;

(3) will not interfere routinely with the normal mechanic, helper, apprentice work gang team now in practice;

(4) will maintain the ratio of mechanics to helpers now existing in the several trades, locations and shops.

NOTE: The ratio in clause **(4)** above means the number of boilermakers in relation to helpers in existence as of January 16th, 1974.

Removing hoods.

Removing pilots and steps.

Repetitive Machine Operations

Operating punching machines.

Operating shearing machines,

All hand grinding and buffing.

28.5 In the event of not being able to employ boilermakers qualified in accordance with Rule 28.1, and the regular apprenticeship schedule is not providing enough employees to carry out the work, the work force may be increased by promoting other employees within the craft to temporarily fill such positions, until such time as qualified boilermakers become available.

An employee from within that classification promoted to temporary boilermaker may, after having accumulated four years' experience as a boilermaker, be given the qualifying test of the trade, and if successful, will be placed on the boilermakers' permanent seniority list, and will be credited with one year's seniority as of the date he/she accumulated the four years' experience and will forfeit all seniority rights in the classification or classifications from which promoted as of that date.

Boilermakers **Assigned** to Running Repairs

28.6 Boilermakers assigned to running repairs may be used to perform other boiler work.

Boilermakers assigned to locomotive general repair work may be used to perform running repair work when the regular assigned running repair forces are unable to get engines out to meet service requirements.

Boilermakers who have been working on hot work will not be required to work on cold work until given sufficient time to cool off.

Protection of Boilermakers, Apprentices and Helpers

28.7 Boilermakers, apprentices and helpers will not be required to work on boilers or tanks while electric or other welding processes are in use or when tires are being heated unless proper protection is provided.

28.8 Oxy-acetylene welding or cutting operator or electric operator will be furnished with helper when necessary or when it is essential for personal safety.

28.9 Should it become necessary to send oxy-acetylene welder or cutter or electric operator out of the shop in cold weather, he/she will be given ample time to dry off before being sent out.

28.10 Boilers will have steam reduced or blown off and be sufficiently cooled before boilermakers or apprentices are required to work in them; blowers will be furnished when possible to do so.

28.11 Fire boxes, front ends and ash pans will be properly cleaned out before boilermakers or apprentices are required to work in them. Front ends and fire boxes of engines held in for other than running repairs will be cleaned out before boilermakers or apprentices are required to work in them. Firebrick unduly interfering with the work to be performed will be removed.

28.12 When rolling or expanding superheater flues with pneumatic tools (not including beading) a boilermaker and a competent apprentice with at least two years' experience, will be used.

28.13 At points where there are not sufficient boilermakers or apprentices available, a helper will be used to assist boilermakers to do such work.

28.14 When necessary, boilermakers shall be furnished with experienced helpers when sent out on the road or called in to work.

Boilermaker Helpers Entering Apprentice Program

28.15 (a) Helpers who have worked in that classification on the Railway for not less than three (3) years consisting of a total of 726 working days may, if able to meet other entrance requirements for regular apprentices, apply for apprentice training in the trade. If selected they shall be given a credit of one (1) year and serve an apprenticeship of three (3) years made up of six (6) terms of 960 hours each or a total of 5760 hours. No other credits will be allowed. In the event two or more applications are received, preference will be given firstly to applicants from the seniority terminal, and then to the System, except as may be mutually agreed between the proper officer of the Company and Union.

(b) A helper entering the apprentice training program will have his/her seniority as a helper protected during his/her term of apprenticeship but shall not be permitted to return to a helper's status except in the case of reduction of staff, or if unsuitable as an apprentice in accordance with Rule 24.13.

An apprentice who due to a reduction in staff is returned to a helpers status will, when an increase in staff permits, be obligated to resume his/her apprentice training.

(c) Except as otherwise provided for herein the apprentice rules covering regular apprentices shall also apply to these apprentices.

(d) The number of such apprentices will not exceed twenty percent of the total number of boilermakers' apprentices employed except as may be mutually agreed between the proper officer of the Company and the Union.

RULE 29

Blacksmiths' Special Rules

Blacksmiths' Qualifications

29.1 Any employee who has served an apprenticeship, or has had four years varied experience at the blacksmith's trade shall be considered a blacksmith. He/she must be able to take a piece of work pertaining to his/her class, and with or without the aid of drawings, bring it to a successful completion within a reasonable length of time.

Blacksmiths' Work

29.2 Blacksmiths' work shall consist of welding, forging, heating, shaping and bending of metal; tool dressing and tempering; springmaking, tempering and repairing, potashing, annealing, case and bichloride hardening; operating furnaces, bulldozers, forging machines, drop-forging machines, bolt machines and Bradley hammers; hammersmiths, drop hammermen, trimmers, rolling mill operators; automatic hammermen; spring plate operators, (except shearing and punching cold), bolt and nut makers; bending machine men; car brake gear repairers; operating punches and shears, doing shaping and forming in connection with blacksmiths' work; forging stay bolts, oxy-acetylene and electric welding on work generally recognized as blacksmiths' work, and all other work generally recognized as blacksmiths' work and such other work as may be defined by the Lines of Demarcation Committee.

Blacksmith Apprentices

29.3 include apprentices in connection with the work as defined by Rule 29.2.

Blacksmith Helpers' Work

29.4 (a) Employees assigned to helping blacksmiths and

apprentices; heaters, hammer operators, machine helpers, drill press and bolt cutter operators, punch and shear operators (cutting only bar stock and scrap) in connection with blacksmiths' work; flue end piecers; flue end cutters; flue saw operators; cold saw operators (rails and bar stock only); iron straighteners (scrap in dock and yard); iron choppers; and all other work generally recognized as blacksmith helpers' work.

(b) The assignment of work specified in this Rule 29.4(b) to helpers shall not be construed as restricting blacksmiths from performing helpers' work as required and subject to the following conditions that the Company in implementing the proposal:

(1) will not in any way, shape or form disrupt the jurisdiction or work between the various trades; nor

(2) will any mechanic presently in the work force be laid off or have his/her rate of pay affected;

(3) will not interfere routinely with the normal mechanic, helper, apprentice work gang team now in practice;

(4) will maintain the ratio of mechanics to helpers now existing in the several trades, locations and shops.

NOTE: The ratio in clause (4) above means the number of Blacksmiths in relation to helpers in existence as of January 16th, 1974.

Repetitive Machine Operations

Operating furnaces for the purpose of stress relieving and annealing.

Operating punches.

Operating shears.

Dismantling springs.

Finish grinding of all types of track tools.

Threading machine.

Pointing machine.

Dismantling brake beams.

Straightening meat hooks.

Temporary Blacksmiths

29.5 In the event of not being able to employ blacksmiths qualified in accordance with Rule 29.1 and the regular apprenticeship schedule is not providing enough employees to carry out the work, the work force may be increased by promoting other employees within this classification to temporarily fill such positions until such times as qualified blacksmiths become available.

An employee from within the classification promoted to temporary blacksmith may, after having accumulated four years' experience as a blacksmith, be given the qualifying test of the trade and if successful will be placed on the Blacksmiths' permanent seniority list and will be credited with one year's seniority as of the date he/she accumulated the four years' experience and will forfeit all seniority rights in the classification or classifications from which promoted as of that date.

Rate To Be Maintained

29.6 When the performance of a certain class of work is transferred and performed by a different process the rate established under this Agreement for the work being transferred shall be paid for the time occupied in the performance of the work under the new process.

Heaters

29.7 Furnace operators (heaters) will be assigned to operate furnaces making or working material the equivalent of six inches square or over and heating it for hammersmiths.

Heaters will be assigned to operate furnaces used in connection with forging machines 4 inches and over, or to heat any material the equivalent of 4 inches square and over to be forged.

Heaters will be assigned to heavy blacksmiths fires and drop hammer furnaces.

When heaters are required on other furnaces helpers will be used.

Blacksmiths Assigned to Road Work

29.8 Blacksmiths sent out on the road to do blacksmiths' work will be accompanied by a helper when such work requires a helper.

Blacksmith Helpers **Entering** Apprenticeship Program

29.9 (a) Helpers who have worked in that classification on the Railway for not less than three (3) years consisting of a total of 726 working days may, if able to meet other entrance requirements for regular apprentices, apply for apprentice training in the trade. If selected they shall be given a credit of one (1) year and serve an apprenticeship of three (3) years made up of six (6) terms of 960 hours each, or a total of 5760 hours. No other credits will be allowed. In the event two or more applications are received, preference will be given firstly to applicants from the seniority terminal, and then to the System, except as may be mutually agreed between the proper officer of the Company and Union.

(b) A helper entering the apprentice training program will have

his/her seniority as a helper protected during his/her term of apprenticeship but **shall** not be permitted to return to a helper's status except in the case of reduction of staff, or if unsuitable as an apprentice in accordance with Rule 24.13.

An apprentice who due to a reduction in staff is returned to a helper's status will, when an increase in staff permits, be obligated to resume his/her apprentice training.

(c) Except as otherwise provided for herein, the apprentice Rules covering regular apprentices shall also apply to these apprentices.

(d) The number of such apprentices will not exceed twenty percent of the total number of blacksmiths apprentices employed except as may be mutually agreed between the proper officer of the Company and the Union.

RULE 30

Sheet Metal Workers' and Pipefitters' Special Rules

Sheet Metal Workers' and **Pipefitters'** Qualifications

30.1 Any employee who has served an apprenticeship or has four or more years' experience in the various branches of the trade, who is qualified and capable of doing sheet metal work or pipe work as applied to buildings, machinery, locomotives, cars, etc., whether it be tin, sheet iron or sheet copper, and capable of bending, fitting and brazing of pipe, shall constitute a sheet metal worker or pipefitter.

30.2 Sheet metal workers' work shall consist of silversmithing, tinning, coppersmithing, metal spray gun work in shops, yards, buildings, on passenger coaches, motor coaches and engines of all kinds; lead burning; **babbiting** (not scrap reclaimer); the building, erecting, assembling, installing, dismantling (for repairs only); and maintaining parts made of sheet copper, brass, tin,

zinc, white metal, lead, black, planished, pickled and galvanized iron, sheet aluminum, of 10 gauge and lighter (present practice between sheet metal workers and boilermakers to continue relative to gauge of iron), including brazing, soldering, tinning, leading and babbiting (except car and tender truck journal bearings), oxy-acetylene and electric welding on work generally recognized as sheet metal workers' work, and all other work generally recognized as sheet metal workers' work and such other work as may be defined by the Lines of Demarcation Committee.

Pipefitters' Work

30.3 Pipefitters' work shall consist of pipefitting in shops, yards and buildings, power houses, locomotives, motor coaches, passenger coaches and work equipment units of all classes, and all piping carrying steam, air, oil, gas, water, or any liquids above and below ground; cutting, threading, welding, brazing, bending, flanging, connecting and disconnecting all pipe work by whatever process and all work recognized as pipefitters' work and such other work as may be defined by the Lines of Demarcation Committee.

Sheet Metal Worker and Pipefitter Apprentices

30.4 Include regular apprentices in connection with the work as defined by Rules 30.2 and 30.3.

Sheet Metal and Pipefitter Helpers' Work

30.5 (a) Employees regularly assigned as sheet metal workers' helpers shall assist sheet metal workers and apprentices.

(b) The assignment of work specified in this Rule 30.5(b) to helpers shall not be construed as restricting Sheet Metal Workers from performing helpers' work as required and subject to the following conditions that the Company in implementing the proposal:

(1) will not in any way, shape or form disrupt the jurisdiction or work between the various trades; nor

(2) will any mechanic presently in the work force be laid off or have his/her rate of pay affected;

(3) will not interfere routinely with the normal mechanic, helper, apprentice work gang team now in practice;

(4) will maintain the ratio of mechanics to helpers now existing in the several trades, locations and shops.

NOTE: The ratio in clause (4) above means the number of Sheet Metal Workers in relation to helpers in existence as of January 16th, 1974.

Dismantling radiators, cab heaters.

Grill removal.

Cleaning radiator cores, cab heater cores, lube oil cooler cores.

(c) Employees regularly assigned as pipefitters' helpers shall assist pipefitters and apprentices.

(d) The assignment of work specified in this Rule 30.5(d) to helpers shall not be construed as restricting Pipefitters from performing helpers' work as required and subject to the following conditions that the Company in implementing the proposal:

(1) will not in any way, shape or form disrupt the jurisdiction or work between the various trades; nor

(2) will any mechanic presently in the work force be laid off or have his/her rate of pay affected;

(3) will not interfere routinely with the normal mechanic, helper, apprentice work gang team now in practice;

(4) will maintain the ratio of mechanics to helpers now existing in the several trades, locations and shops.

NOTE: The ratio in clause (4) above means the number of Pipefitters in relation to helpers in existence as of January 16th, 1974.

Disconnecting, removing and stripping piping as per Rule 30.3.

Sheet Metal Workers Assigned to Road Work

30.6 Sheet metal workers will be sent out on the line and to outlying points, when their services are required, but not for small, unimportant running repair jobs.

Assignment of Running Repair Force to Dead Work

30.7 The assignment of running repair sheet metal workers and pipefitters to back shop work shall not be the **recognized** practice; but at points where on back shop sheet metal workers or pipefitters are employed, they may be so assigned if the needs of the service require it.

Assignment of Dead Work Force to Running Repairs

30.8 Back shop forces will not be assigned to perform running repair work, except when the regularly assigned running repair forces are unable to get engines out in time to prevent delay to train movement.

Sheet Metal Worker and Pipefitter Helpers Entering Apprenticeship Program

30.9 (a) Helpers who have worked in that classification on the Railway for not less than three (3) years consisting of a total of 726 working days may, if able to meet other entrance requirements for regular apprentices, apply for apprentice training in the trade. If selected they shall be given a credit of one (1) year and serve an apprenticeship of three (3) years

made up of six (6) terms of 960 hours each, or a total of 5760 hours. No other credits will be allowed. In the event two or more applications are received, preference will be given firstly to applicants from the seniority terminal, and then to the System, except as may be mutually agreed between the proper officer of the Company and the Union.

(b) A helper entering the apprentice training program will have his/her seniority as a helper protected during his/her term of apprenticeship but shall not be permitted to return to a helper's status except in the case of reduction of staff, or if unsuitable as an apprentice in accordance with Rule 24.13.

An apprentice who, due to a reduction in staff, is returned to a helper's status will, when an increase in staff permits, be obligated to resume his/her apprentice training.

(c) Except as otherwise provided for herein, the apprentice rules covering regular apprentices shall also apply to these apprentices.

(d) The number of such apprentices will not exceed twenty percent of the total number of Sheet Metal Workers or Pipefitters' apprentices employed except as may be mutually agreed between the proper officer of the Company and the Union.

30.10 In the event of not being able to employ pipefitters qualified in accordance with Rule 30.1 and the regular apprenticeship schedule is not providing enough employees to carry out the work, the work force may be increased by promoting other employees within this classification to temporarily fill such positions until such time as qualified pipefitters become available.

An employee from within the classification promoted to temporary pipefitter may, after having accumulated four years' experience as a pipefitter, be given the qualifying test of the trade and if successful will be placed on the pipefitters'

permanent seniority list and be credited with one year's seniority as of the date he/she accumulated the four years' experience and will forfeit all seniority rights in the classification or classifications from which promoted as of that date.

RULE 31

Electrical Workers' Special Rules

Electricians' Qualifications

31.1 Any employee who can produce documentation showing proof that he/she has completed an electrical apprenticeship or that he/she has had five years' occupational or on-the-job training equivalent to that of an electrician and is competent to execute the work to a successful conclusion will be rated as a journeyman/woman electrician.

Electrician's Work

31.2 Electricians' work shall include electric wiring, maintaining, rebuilding, repairing, inspecting and installing all generators, switchboards, meters, motors and controls, motor generators, magnetos, igniters, electric welding machines, electric headlights and headlight generators, storage batteries, axle lighting equipment, and welding on work generally recognized as electricians' work. All inside work on public address, shop telephone, fire alarms and electric recording systems and electric clocks, electric lighting fixtures, winding armatures, fields, magnet coils, rotors, transformers and starting compensators. Inside and outside wiring of shops, buildings, yards and on structures, all electric wiring and conduit work in connection therewith, including steam, gas electric, diesel electric and electric locomotives, passenger trains, motor cars, electric tractors and trucks and buses. Repairs to wiring of ignition for internal combustion engines, magnetic, electronic and all other types of electric control including all electronic, digital, D.C. controllers, repairs, overhauls and installation. Electric cable splicers, electric crane operators for cranes of

forty (40) ton capacity and over, linemen/women and groundmen/women and all other work recognized as linemen's/women's and groundmen's/women's work and all there work generally recognized as being electricians' work and such other work as may be defined by the Lines of Demarcation Committee.

An electrician will not necessarily be an armature winder or lineman/woman.

Electricians' Helpers

31.3 (a) Employees regularly assigned as helpers to assist electrical workers and apprentices, also to perform such battery work as may be agreed upon and crane slingers and transfer table cable men/women.

(b) The assignment of work specified in this Rule 31.6(b) to helpers shall not be construed as restricting electrical workers from performing helpers' work as required and subject to the following conditions that the Company in implementing the proposal:

(1) will not in any way, shape or form disrupt the jurisdiction or work between the various trades: nor

(2) will any mechanic presently in the work force be laid off or have his/her rate of pay affected;

(3) will not interfere routinely with the normal mechanic, helper, apprentice work gang team now in practice;

(4) will maintain the ratio of mechanics to helpers now existing in the several trades, locations and shops.

NOTE: The ratio in clause (4) above means the number of Electricians in relation to helpers in existence as of January 16th, 1974.

Disconnecting wiring from hood to engine, disconnecting wiring from components, i.e., main generator, engine governor, fuel and lube oil pumps, traction motors, removing panels, contactors, grids.

Dismantling components such as traction motors, auxiliaries, cab heater motors, fuel pump motors.

Servicing, disconnecting, removing and applying batteries on motive power and rolling stock.

Additional Functions

Cleaning and lubricating all electrical equipment.

Undercutting armatures.

Stripping armatures.

Taping and varnishing coils.

Varnishing motor and generator frames.

Operating baking ovens.

Cleaning fixtures and changing light bulbs and tubes.

31.4 In the event of not being able to employ electricians qualified in accordance with Rule 31.1 and the regular apprenticeship schedule is not providing enough men/women to carry out the work, the work force may be increased by promoting other employees within the classification to temporarily fill such positions until such time as qualified electricians become available.

An electrical employee from within the classification promoted to temporary electrician may, after having accumulated 5 years' experience as an electrician, be given the qualifying test of the trade and if successful will be placed on the electrician's

permanent seniority list and will be credited with one years seniority as of the date he/she accumulated the five years' experience and will forfeit all seniority rights in the classification or classifications from which promoted as of that date.

Electricians paid on the Basis of **179.3** Hours per **Four-Week** Period

31.5 (a) At points where a special arrangement of hours is mutually agreed upon to meet the requirements of train service, and where only one electrician is employed he/she shall be allowed **179.3** hours per four-week period comprised of **160** hours at straight time and **19.3** hours at time and one-half at the hourly rate provided for electricians. If required to work in excess of **179.3** hours per four-week period, such hours shall be paid for 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.

The work hours may be mutually arranged to suit conditions, and less than eight hours may be specified for certain days.

NOTE: Should an employee take a position paid on the basis of this Rule **31.5(a)** and remain on such position for a period of less than **12** weeks, the period so engaged will be recognized as the accumulation period for that employee. In such circumstances, overtime compensation will be calculated in relation to the total overtime hours worked pro-rated over the number of weeks actually engaged during the **12-week** period. This does not apply to employees who work for periods of less than **one** week.

(b) Such employees shall be assigned one regular rest day per

week, Sunday if possible, and service on such assigned rest day shall be governed by Rules 14 and 15. Hours paid for on such assigned rest day shall not be included in computing the 179.3 hours per four-week period.

Electrical Workers **Assigned** to Work at Wrecks

31.6 In cases of wrecks where electric or diesel electric locomotives are disabled, an electrician, if required, shall accompany the wrecker. They shall work under the direction of the wreck supervisor. They will be paid as per Rule 17 while working at wrecks, or in charge of wrecked engines.

Protection of Employees

31.7 Employees engaged in the handling of storage batteries and mixing acid must be provided with acidproof rubber gloves, hip boots and aprons. Employees who clean parts in lye vats will be supplied with all necessary protective equipment.

31.8 When it becomes necessary to work on live wires or apparatus in excess of 300 volts electricians shall not work alone. Where practicable two qualified electrical workers shall work together. Rubber gloves, splicing hoods, and other protective mats and sticks shall be supplied.

Electrical Workers Entering The **Apprenticeship** Program

31.9 (a) Electrical workers, who have worked in the classification for not less than 3 years consisting of a total of 726 working days may, if able to meet the other entrance requirements for regular apprentices apply for apprentice training in the trade. If selected they shall be given a credit of one (1) year and serve an apprenticeship of three (3) years made up of six (6) terms of 960 hours each, or a total of 5760 hours. No other credits will be allowed. In the event two or more applications are received, preference will be given firstly to applicants from the seniority terminal, and then to the System, except as may be mutually agreed between the proper officer of the Company and the Union.

(b) An electrical worker entering the apprentice training program will have his/her seniority protected in the classification from which promoted during his/her term of apprenticeship but shall not be permitted to return to his/her former classification except in the case of reduction of staff or if unsuitable as an apprentice in accordance with Rule 24.13. An apprentice who due to reduction in staff is returned to his/her former classification will, when an increase in staff permits, be obligated to resume his/her apprentice training.

(c) Except as otherwise provided herein, the apprentice rules covering regular apprentices shall also apply to these apprentices.

(d) The number of such apprentices will not exceed twenty percent of the total number of electricians' apprentices employed except as may be mutually agreed between the proper officer of the Company and the Union.

RULE 32

Carmen's Special Rules

Carmen's Qualifications

32.1 Any employee who has successfully completed a Railway Carmen's Apprenticeship or who has had four (4) years practical experience at Carmen's work through on-the-job training and who can demonstrate that, with the aid of tools, with or without drawings, he/she can lay out, build and perform the work of the occupations of this trade in a mechanical manner, shall constitute a fully qualified Carman and as such shall be shown on the permanent Carmen's seniority list.

Carmen's Work

32.2 Carmen's work shall consist of building, maintaining, dismantling (except all-wood freight train cars), painting, upholstering, tile setting, glass cutting, bevelling, embossing,

and inspecting all passenger and freight cars, both wood and steel, motor coaches; planing mill, cabinet and bench carpenter work, pattern and all other carpenter work in shops and yards; **carmen's** work in building and repairing station trucks and wood wagon wheels, hose bag fitter, and stove fitter, pipe and inspection work in connection with air brake equipment on freight cars, repairing and assembling car and coach valves, applying patented metal roofing, doing shaping and forming; work done with heating torches in connection with Carmen's work; painting, varnishing, surfacing, decorating, lettering; cutting of stencils and removing paint, (not including use of sand blast machine or removing vats); all other work generally **recognized** as painter's work under the supervision of the Locomotive and Car Departments, except the application of blacking to fire and smoke boxes of locomotives in engine houses; joint car inspectors, car inspectors, safety appliances and train car repairers, on track auxiliary and **hy-rail** wrecking crane operator, **oxy-acetylene** and electric welding on work generally **recognized** as cat-men's work: and all other work generally **recognized** as Carmen's work and such other work as may be defined by the Lines of Demarcation Committee.

It is understood that the present practice in the performance of work between the **carmen** and boilermakers will continue.

Carman Apprentices and Carmen in Training

32.3 Include **Carman** Apprentices and Carmen in connection with the work as defined in Rule **32.2**.

Carman Helpers

32.4 (a) Employees regularly assigned to help Carmen and Apprentices, employees engaged in washing and scrubbing the inside and outside of passenger coaches preparatory to painting, removing of paint on other than passenger cars preparatory to painting, stock keepers (Car Department), operators of bolt threaders, nut tappers, rivet heaters, drill presses, painters' helpers, triple cleaners, sand blasters, car

oilers and packers, cleaners for painters, dip tank men/women, sterilizing drinking water tanks, thaw out men/women and all employees working with live steam except on trucks and under-gear, supply and material carriers when required to select materials, brass cleaners, wood machine helpers, upholsterers' helpers, seamstresses, car heater and ice men/women, gas fillers, tool room attendants, holding on rivets, striking chisel bars, side sets and backing out punches, using backing hammer and sledges in assisting Carmen in straightening metal parts of cars, cleaning journals, repairing steam and air hose, assisting Carmen in erecting scaffolds, crane slingers, and all other work generally recognized as Carman Helpers' work, shall be classed as helpers.

(b) The assignment of work specified in this Rule 32.4(b) to helpers shall not be construed as restricting Carmen from performing helpers' work as required and subject to the following conditions that the Company in implementing the proposal:

(1) will not in any way, shape or form disrupt the jurisdiction or work between the various trades; nor

(2) will any mechanic presently in the work force be laid off or have his/her rate of pay affected;

(3) will not interfere routinely with the normal mechanic, helper, apprentice work gang team now in practice;

(4) will maintain the ratio of mechanics to helpers now existing in the several trades, locations and shops.

NOTE: The ratio in clause (4) above means the number of Carmen in relation to helpers in existence as of January 16th, 1974.

Burning deck bolts and stripping decking.

Stripping interior lining, removing under-frame components, trucks, air brake equipment, draft gear and couplers.

Dismantling trucks.

Dismantling and cleaning two-compartment air reservoirs, air brake cylinders.

All machine sanding operations.

Paint trucks, frames, steps, pilot and underframes.

Priming, putty, glazing and rubbing operations.

Huck gun operations.

Operating power saws in relation to the application of blocking, lining and decking.

Coupling and uncoupling hoses.

Repetitive Machine Operations

Operating shears.

Operating punches.

Wrecking Crews

32.5 Carmen assigned to wrecking crews, including wrecking crane operators, shall be paid for such services as per Memorandum regarding Rule 17, from time called until return to their home station. Meals and lodging will be provided by the Company while crews are on duty in wrecking service.

Inspectors

32.6 Employees assigned to inspecting must have the necessary knowledge of the A.A.R. Rules, Minimum Freight Car Safety Standards and safety appliances laws, and be able to make the necessary reports in connection with interchange work and will receive specific training in these aspects.

32.7 As far as practicable employees assigned to follow inspectors in yards to make safety appliances and light running repairs, shall not be required to work on cars taken from trains to repair tracks.

Protection for inspectors and **Repairmen/women**

32.8 Switches of repair tracks will be kept locked with special locks, and employees working on such tracks shall be notified before any switching is done. A competent person will be regularly assigned to perform this duty and held responsible for seeing it is performed properly.

32.9 Trains or cars while being inspected or worked on by train yard men/women will be protected by blue flag by day and blue light by night. Employees covered by Rules **32.8** and **32.9** shall be governed by the regulations as approved for the Railway by the Canadian Transport Commission.

Carmen One Person Points

32.10 A "one person point," is an outlying point where there is employed one Carman, day, and one, night, or where there is only one Carman employed.

32.11 Carmen stationed at one person points shall be allowed 179.3 hours per four week period made up of 160 hours at straight time and 19.3 hours at time and one-half at the hourly rate provided in Rule 6.

32.12 Where car inspectors, including work train inspectors, or car repairers at one person points are required by order to work a total of more than 179.3 hours per four week period, they shall be paid for all time worked in excess of 179.3 hours per four week period in accordance with the following:

In the application of Rules **32.11** and **32.12**:

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.

NOTE: Should an employee take a position paid on the basis of this Rule 32.12 and remain on such position for a period of less than 12 weeks, the period so engaged will be recognized as the accumulation period for that employee. In such circumstances, overtime compensation will be calculated in relation to the total overtime hours worked pro-rated over the number of weeks actually engaged during the 12 week period. This does not apply to employees who work for periods of less than one week.

32.13 Employees covered by Rules 32.10 to 32.16 inclusive shall be assigned to work five days per week, their working hours shall be mutually arranged to suit conditions and less than 6 hours may be specified for certain days. The sixth day shall be considered as a standby day and employees must be available for call for work of an emergency nature or for the maintenance of customer services on such day. The seventh day, Sunday if possible, shall be their regular assigned rest day.

32.14 Carmen working under the provisions of Rules 32.10 to 32.16 inclusive, including those assigned to the combined duties of engine watchmen and car cleaners, will be subject to call on the sixth day for emergency work or for the maintenance of customer services. Routine service, ordinary maintenance and construction work shall not be considered as emergency work.

32.15 Service on an assigned regular rest day shall be paid at the overtime rates as provided for in Rules 14 and 15. Hours paid for on such rest day shall not be included in computing the 179.3 hours per four week period.

32.16 Such employees shall be compensated for the general holidays specified in Rule 51.2 in accordance with the provisions of Rules 51.12 to 51.14 inclusive.

Miscellaneous

32.17 (a) Air hammers, jacks, and all other power driven machinery and tools, operated by Carmen or their Apprentices will be furnished by the Company and maintained in safe working condition.

(b) Crayons, soapstones, marking pencils, tool handles, sawfiles, motor bits, augers, cold chisels, bars, steel wrenches, steel sledges, hammers (not claw hammers), reamers, drills, taps, dies, lettering and striping pencils and brushes will be furnished by the Company.

(c) Carmen shall not be required to go out on track motor cars for road repair work unless car is in charge of a qualified operator.

32.18 (a) When necessary to repair cars on the road or away from the shops and/or repair tracks, Car-man and helper in connection with Carmen's work, will be sent out to perform such work as putting in couplers, draft gear, truck repairs, putting cars on center, and wheels, and work of similar character, and wherever cars are set out for repairs on the road, facilities such as blocks, jacks, etc., will be provided. This will include Carmen assigned to road repair vehicles in connection with all work generally recognized as Carmen's work. Employees performing such work will protect themselves as per Rule 32.9.

(b) When it is necessary to send an employee out on the road to change a brass, a Carman will be used, except, when oiling and preparing cars in storage on the road, the helper oiling may change the brass.

Carman Apprentices

32.19 Regular apprenticeships will be established and Apprentices shall be governed by the General Rules covering Apprentices.

Advanced Promotion of Apprentices and Helpers

32.20 (a) In the event of not being able to employ fully qualified Carman in accordance with Rule 32.1 and the Carman Apprentice program is not providing employees enough time to do the work, the force may be increased in the following manner:

(b) Carman Apprentices who have completed their sixth term may be advanced to Carman at point employed in the order they commenced their Apprenticeship and will be paid the basic rate of the position occupied. They will continue to be governed by the Apprenticeship Rules.

(c) Advanced Apprentices will not be considered as having Carman seniority during their period of advancement, however, upon completion of 7680 hours, made up of hours worked as regular Apprentices, and of those worked as advanced Apprentices, will be granted seniority on the permanent Carman's seniority list as intended within the provisions of the Apprentices' rules.

(d) At certain locations and under certain conditions, where it is considered impracticable to institute on-the-job training, Carman Helpers or other employees may be promoted, transferred, or hired to Carman positions. Such employees will be governed by the conditions of Rule 32.22(i) for seniority purposes and will be subject to the qualifying tests for Carman.

32.21 The duly authorized committee at the point concerned will be consulted and mutual understanding arrived at prior to advancing Apprentices, promoting helpers, or transferring employees as Carman Trainees.

Carman Trainees

32.22 (a) Carman Helpers in their seniority order, or other employees, may be promoted, transferred or hired into Carman Trainee positions, subject to their ability to successfully complete a mechanical aptitude test and a suitable mathematical examination.

(b) Other qualifications being equal, employees under the jurisdiction of the Carman's Organization shall be given preference.

(c) Prior to the completion of 65 working days as a Carman Trainee, such employees will be required to undergo trade tests related to the nature of the work to which they have been assigned. Such tests to be derived from the mutually agreed Qualifying Tests for Carman, and to be carried out in accordance with the conditions in the preamble thereof. Failure to qualify on this initial test will be sufficient to revert the employee to the last classification from which promoted. In the case of a newly hired employee, failure to qualify on such initial test will be sufficient to release him/her from service.

(d) An employee in the service on or prior to October 1, 1971 who qualifies on this initial test shall continue his/her training and must throughout his/her training continue to display the desire and aptitude to learn the trade or he/she will not be retained as a Carman Trainee and will revert to the last classification from which promoted. Such employee will not again be given the opportunity of promotion to Carman Trainee.

Employees, newly hired or transferred subsequent to October 1, 1971 who do not display the desire and aptitude to learn the trade shall not be retained in the trade. Those employees who are retained as Carman Trainees will be required to undergo periodically the mutually agreed Qualifying Tests for Carman; such tests to be related to the nature of the work to which they have been assigned, and to be carried out in accordance with the preamble thereof, Carman Trainees may be required when

necessary or desirable to work on various work assignments and at other work locations within their seniority terminal or basic seniority territory, in order to further their training as Carmen.

(e) An employee hired subsequent to October 1, 1971 who fails to qualify on any of these tests will not be retained in the trade, and such failure shall be sufficient to release him/her from service.

(f) Carman Trainees will receive the hourly rate of pay as specified in Rule 6.

(g) Carman Trainees promoted from work classifications under the jurisdiction of this trade will have their names continued on the seniority list(s) from which promoted, until they have qualified as fully qualified Carmen and have established a seniority date on the permanent regular Carmen's list, under the provisions of paragraph (i) of this Rule 32.22. These Carman Trainees who have not already established seniority as Coach Cleaner, shall be accorded a date on the Coach Cleaner's seniority list equivalent to their seniority as Carman Helper.

(h) Other employees hired as Carman Trainees, who have successfully passed the initial test outlined in paragraph (c) of this Rule 32.22, will have their names entered on the seniority list(s) in the lower classification(s) coming under the jurisdiction of the Carmen's Organization, at the Seniority terminal employed consistent with the date of entry as a Carman Trainee.

(i) A Carman Trainee will be required to work four years consisting of a total of 1044 days of cumulative compensated service in the Trainee's classification as defined herein. Upon completion and on successfully passing all qualification tests, he/she will be placed on the Carmen's permanent seniority list at the point at which he/she was promoted, with a date four years retroactive from the date of such completion and shall have his/her name removed from the seniority lists of all lower

classifications within the trade. Time off duty on account of bona fide illness and/or injury shall not be deducted from the accumulation of time for the purpose of establishing the employee's seniority date. However, all time lost shall be made up as training

prior to the employee being allowed to establish fully qualified Carman status.

(j) Carman Trainees will be allowed to exercise their seniority in the lower classification as per the intent of Rule 19.11, only in the event that they are laid off as Carman and/or are unable to hold a Carman Trainee position at the seniority terminal employed, or in the event of compassionate grounds (i.e. illness) at which time they may be allowed to exercise their seniority by mutual agreement between the Local Chairperson and the proper officer of the Company.

(k) When it becomes necessary to reduce the force of Carman at any seniority terminal, Carman Trainees and advance Apprentices will be reduced in reverse order of the date of entry into the Carman Classification. In the restoration of Carman forces, such Carman Trainees will be required- in their seniority order to continue their training.

(l) Calculation of time shall commence from the date of first entry into the Carman Trainee classification for a continuous period of 90 days or more, following his/her last day of entry into service.

(m) Carman Trainees who complete their accumulation of three years as Carman and have successfully passed the qualification tests during the period January 1, 1969 to December 31, 1970, inclusive, will be granted a seniority date of January 1, 1969 on the permanent Carman's seniority list at the seniority terminal employed in the same sequence as they complete such accumulation.

(n) Carman trainees who began their training prior to January

1, 1969 and who completed their training between January 1, 1971 and September 30, 1971 shall be granted a seniority date of January 2, 1969 in the sequence they completed their training.

(o) Carman Trainees who have not completed their three years' training as Carman by September 30, 1971, will be required to serve a total of 1044 days of cumulative compensated service as Carman and will, upon completion of such accumulation, be granted a seniority date four years retroactive from the date of such completion, but in any case not prior to January 2, 1969.

(p) Employees hired or transferred into the Carman's Organization with a view to becoming a Carman Trainee will, when considered desirable by the Company's officers concerned, be subject to such additional entrance requirements as may be mutually arranged between the proper officer of the Company and the Local Chairperson.

Carman Helpers Entering Apprentice Training Program

32.23 (a) Carman Helpers who have worked as Carman Helpers in that classification for not less than three (3) years consisting of a total of 726 working days may, if able to meet other entrance requirements for regular apprentices, apply for apprentice training in the trade. If selected they shall be given a credit of one (1) year and serve an apprenticeship of three (3) years made up of six (6) terms of 960 hours each or a total of 5760 hours. No other credits will be allowed. In the event two or more applications are received, preference will be given firstly to applicants from the seniority terminal, and then to the System, except as may be mutually agreed between the proper officer of the Company and the Union.

(b) A helper entering the Apprentice training program will have his/her seniority as a Helper and/or Coach Cleaner protected during his/her term of apprenticeship, but shall not be permitted to revert to his/her former Helper or Coach Cleaner's status

except in the case of reduction of staff, or if unsuitable as an Apprentice in accordance with Rule 24.13. An Apprentice who due to a reduction in staff reverts to Helper or Coach Cleaner's status will, when an increase in staff permits, be obligated to resume his/her Apprentice training.

(c) Except as otherwise provided for herein the Apprentice rules covering regular Apprentices shall also apply to these Apprentices.

Coach Cleaners

32.24 (a) The general rules and conditions of this Agreement will apply to Coach Cleaners. Coach Cleaners at outlying points may be worked eight (8) hours within a period of ten (10) consecutive hours. They may be assigned to any other unskilled work during their eight hour period of service.

(b) An outlying point is a point where not more than three Coach Cleaners are employed.

(c) Coach Cleaners will be given preference in filling Carman Helpers' positions if, upon application, they can be reasonably expected to perform the work.

(d) Those accepting promotion to the Helper's classification will have their names retained in the Coach Cleaner's classification. Upon accepting a position of Helper, Coach Cleaners will be obliged to continue in the Helper's classification as long as their seniority permits them, and will only be allowed to revert and exercise their seniority in the Coach Cleaner's classification for medical reasons or upon being laid off as Helpers.

Those Coach Cleaners who are promoted to Helpers and subsequently qualify and accept promotion to the position of Carman Trainee, will have their seniority protected in the Coach Cleaner's and Helper's classifications, as per the provisions of Rule 32.22, until qualifying for seniority on the Carman's regular seniority list, at which time their names will be removed from

the seniority lists of Helpers and Coach Cleaners. This Clause shall also apply to Coach Cleaners entering the Carman Apprentice training program.

RULE 33

Labourers' Special Rules

Scope Rule

33.1 The rates of pay and working conditions provided for in this Agreement shall apply to the following classes of Locomotive and Car Department employees represented by the International Brotherhood of Firemen and Oilers:

Stationary Engineers	Engine Watchmen
Labourers	* Engine Attendants

• Engine Attendants subject to the following conditions:

(a) Applies only to regular engine attendant positions established by the Railway at its discretion.

(b) Employees from Firemen and Oilers' group filling positions of Engine Attendant will continue to accumulate seniority in their respective classifications.

(c) Employees selected to fill positions of engine attendant will be considered available to perform other duties, as required, coming within the scope of this agreement.

33.2 The Labourers' Group shall include classified labourers as follows:

Classified Labourers -
Engine Cleaners
Engine Washers
Cab Cleaners

Assistant Engine Attendant
Fuelling, sanding and watering diesel engines; Fuel
oil attendants (except work presently performed by
Stores Department),
Engine Attendants' Helpers
Sandhouse Attendants
Main Shop Labourers
Labourers - Cleaning shop, shop pits and moving
materials
Diesel Shop Labourers
Powerhouse Labourers
Sandhouse Labourers
Forklift Operators
Material Handlers

33.3 When additional positions are created, compensation shall be fixed in conformity with agreed rates for similar positions.

33.4 Stationary Engineers will be employed at North Bay Power Plant and at Englehart if required for operational or safety reasons and if so required their duties shall include looking after the air compressor during their shifts.

33.5 Employees used as Engine Attendant's Helpers will be paid the rate shown for that classification when actually assigned to such duties. An employee will not qualify to work as an Engine Attendant's Helper until he/she has successfully completed the company's training program for Engine Attendant's Helpers.

Bulletining and Filling Positions

33.6 All positions covered by the Firemen and Oilers' Group at Englehart, Cochrane and North Bay to be bulletined at the respective points in April and November.

33.7 An employee in one group who bids on a position in a higher rated group and is appointed thereto must work in the higher rated group when work is available or forfeit his/her seniority in that group.

33.8 Employees accepting promotion to a higher rated group become senior in such group, to the employees declining promotion.

Engine Watchman **Moosonee**

33.9 (a) When a vacancy occurs in Engine Watchman's position in **Moosonee** and/or Hearst, same shall be bulletined to all points in accordance with Rule 19.

(b) Successful applicant's seniority will be protected at the terminal or point from which he/she originates and his/her name will be shown on that terminal's seniority list, showing as having been transferred temporarily.

(c) Successful applicant to Engine Watchman's position will serve for a minimum period of two years, following which he/she may exercise his/her seniority on a bulletined position at the terminal from which his/her seniority originates.

SECTION 6 - GRIEVANCES

Rule **34** - Investigations and Grievance Procedure

Rule **35** - Final Disposition of Grievances

RULE 34

Investigations and Grievance Procedure

Investigation Procedure

34.1 No employee shall be disciplined or discharged until he/she has had a fair and impartial investigation and his/her responsibility established. An employee may be held out of service with pay pending the complete investigation and notice provided to the Local Chairperson.

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

When employees are required to make any formal statements on matters affecting the agreement, company working rules or compensation, a duly authorized representative shall be present. When employees are required to make statements on matters not affecting the agreement, company working rules or compensation, the employee may have a fellow employee or an accredited representative of the union present.

Copies of statements, stenographic reports and all other evidence taken shall be furnished to the employee and to his/her authorized representative.

34.3 An employee will not be held out of service without pay, unnecessarily pending the rendering of a decision. The decision will be rendered as soon as possible but not later than 28 days from the date of the investigation, unless otherwise mutually agreed.

34.4 When discipline is recorded against an employee, he/she and the **authorized** representative will be advised in writing.

In the event a decision is considered unjust, an appeal may be submitted in writing within **10** calendar days of the advice of discipline, at Step 2 of the grievance procedure. Where suspension or dismissal is involved, the appeal may commence at Step 3 of the grievance procedure.

34.5 (a) Any written reprimand, warning or caution, or the like, will be removed from the employee's record following a period of ten (**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 twelve (**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 twelve (**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 **60** months of discipline-free performance.

Grievance Procedure

34.6 (a) Should an employee subject to this agreement believe he/she has been unjustly dealt with, or that any of the provisions of this agreement have been violated, he/she shall within 7 calendar days from the alleged unjust action, present the complaint to his/her immediate supervisor for adjustment.

(b) Failing satisfactory resolution of the complaint, the **authorized** local union may, within 14 days, present the grievance in writing, on a form supplied by the company, to the employee's supervisor. The supervisor will respond within 7 days.

34.7 A written decision will be rendered, on the grievance form provided, within 7 calendar days from the date of receipt of the grievance.

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

34.9 A grievance not progressed within the time limits specified shall be dropped and shall not be subject to further appeal. Where, in the case of a grievance based on only a time claim, a decision is not rendered by the designated officer of the company at Steps 1, 2 or 3 within the time limits specified in such steps, the time claim will be paid. Payment under such circumstances shall not constitute a precedent, or waiver of the contentions of the company in that case or in respect of other similar claims.

34.10 The time limits specified in Steps 1, 2 and 3 may be extended by mutual agreement between the parties referred to in each step.

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

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

34.13 If an authorized Union Representative should consider that a provision of this agreement has been violated, he/she may initiate a grievance, which shall be processed in accordance with the foregoing provisions of this Rule 34.

Step 1

Within seven (7) calendar days following receipt of the decision under Rule 34.7, the **authorized** Union Representative may appeal the decision in writing to the Superintendent or Area Supervisor, whose decision shall be rendered within 14 calendar days.

Step 2

Within fourteen (14) calendar days following receipt of the decision rendered under Step 1 the **authorized** Local Union Representative may appeal the decision in writing to the Chief Mechanical Officer, whose decision must be rendered within 21 calendar days.

Step 3

Within twenty-one (21) calendar days following receipt of the decision rendered under Step 2, the **authorized** Local Union Representative may appeal the decision in writing to the President, whose decision must be rendered within twenty-eight (28) calendar days.

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

RULE 35

Final Dispositlon of Grievances

35.1 When a grievance concerning the interpretation or alleged violation of this agreement or supplemental agreements has not been settled at Step Three of the grievance procedure, the union or the company may, within ten (10) calendar days from the date of the company's decision at Step Three, request arbitration procedure for such grievance. If the union and the company cannot agree on the selection of a single arbitrator within twenty (20) calendar days from among three (3) names

supplied by each party, the Minister of Labour shall be requested to appoint an impartial arbitrator. The arbitrator shall proceed as quickly as possible to determine the matter in dispute and his/her decision shall be final and binding upon the parties.

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

35.3 A pre-arbitration meeting may be requested no later than ten (10) calendar days following request for arbitration. If such a meeting is not requested within this period, the grievance will be regarded as preceding directly to arbitration. The meeting will be held not later than twenty (20) calendar days following receipt of the above request. Failing resolution at this stage, the grievance may proceed in accordance with Rule 35.

35.4 The hearing shall be held by the arbitrator in the office of the railway unless otherwise mutually arranged, or unless the arbitrator deems it advisable because of special circumstances to hold the hearing elsewhere.

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

35.6 Each party shall respectively bear any expenses each has incurred in the presentation of the case to the arbitrator. The remuneration and expenses of the arbitrator shall be shared equally by the company and the union.

35.7 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.

35.8 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.

35.9 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 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 (7) 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.

35.10 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 7 - SAFETY AND HEALTH

Rule 36 - Personal Injuries

Rule 37 - Faithful Service

Rule 38 - Protection of Employees

Rule 39 - Exhausting of Steam & Fumes from Locomotives

Rule 40 - Signal Protection/Blue Flag Rules

RULE 36

Personal Injuries

36.1 Employees injured while at work will not be required to make accident reports before they are given medical attention, if required, but will make them as soon as practicable thereafter. Proper medical attention will be given at the earliest possible moment.

36.2 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, or overtime rate of pay during overtime hours 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 their full shift.

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

RULE 37

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Faithful Service

37.1 Employees who have given long and faithful service in the employ of the Company and who have become unable to handle heavy work to advantage will be given preference of such light work in their line as they are able to handle (subject to pension regulation age limits).

NOTE: Refer to Appendix IX.

RULE 38

Protection of Employees

38.1 Employees will not be required to work on engines or cars outside of shops during inclement weather, if shop room and pits are available. This does not apply to work in engine cabs or emergency work on engines of cars set out, or attached to trains.

38.2 When it is necessary to make repairs, parts of engines, boilers, tanks and tank cars shall be cleaned before mechanics are required to work on same. This will apply to cars undergoing general repairs. Tanks and tank cars will be purged when required by regulation.

38.3 Employees will not be required to expose themselves to sand blast and pain blowers while in operation. Employees operating these machines will be supplied with masks and goggles.

38.4 All acetylene or electric welding or cutting will be protected by a suitable screen when its use is required.

38.5 Emery wheels and grindstones installed in the shop will be kept true and in order.

RULE 39

Exhausting of Steam & Fumes from Locomotives

39.1 In shops not now equipped with connections or jacks for blowing steam and exhausting fumes from engines, arrangements will be made to equip them so that steam and fumes from locomotives will not be blown off inside the shop. All engines will be placed under smoke jacks where practicable.

Lighting Equipment

39.2 At shops equipped with electricity, electric light globes and extensions will be kept in tool rooms and available for use.

RULE 40

Signal Protection/Blue Flag Rules

40.1 No employee will be required to work on a locomotive or car outside of shops without being protected by proper signals. Where the nature of the work to be done requires it, locomotives or passenger cars will be placed over a pit, if available.

Regular Repair Tracks

40.2 (a) Where repair tracks are coupled up at both ends, a Standard Blue Flag suspended from a staff clamped to the rail by day and Blue Light hung on same staff by night must be displayed at both ends of each track, and in addition the switches at both ends of each track must be lined away and secured with a SPECIAL LOCK other than the standard switch lock before employees commence work.

(b) Where repair tracks are coupled up at one end only, the same protection is required at the end of each track that is coupled to lead.

(c) Supervisor or other assigned responsible party in charge must attend to the matter of track protection personally, apply and remove locks and Blue Signals, and retain locks in his/her possession until again required. When it becomes necessary to remove same to permit switching operations during working hours, the party in charge must see that all employees are notified and out of danger before removing locks and Blue Signals and must reapply same immediately after switching is completed and before work is resumed.

(d) Locks and Blue Signals must be removed from all tracks on which cars or locomotives are in condition to be switched after completion of day's work.

Coach and Flat **Traffic** Yards

40.3 (a) Employees performing minor repairs on or about cars or locomotives, attending heaters, or cleaning cars must display the Blue Flag by day and Blue Light by night at both ends of each track occupied by the cars or locomotives until all work is completed, after which flags or lights must be removed. Blue Flag or Light will be used when making inspection only if safety is questionable under special conditions or if trains are to be held for proper inspection at peak periods. Switch Supervisors or Yard **Co-ordinator** must be notified of action taken and also on completion that track is clear for movement.

(b) Each class of workmen/women or other responsible person as designed by Supervisor in charge must display their Blue Signals and the same workmen/women are alone **authorized** to remove them. They must not remove their Blue Signals until it is known that all employees within their classification who are working under the protection of their Blue Signals have completed their work and are made aware of the removal of this protection.

(c) All equipment requiring repairs which make it necessary for the employees to work in a dangerous position, should be placed on repair tracks, but if circumstances are such that

this is impracticable to do so, employees sent to make repairs must personally apply "Special Lock" and Standard Blue Signals at each end of track on which such equipment is standing, and in addition to this must notify Switch Supervisor or Yard Co-ordinator, if any, of the action taken. After the completion of repairs such employees must remove locks and blue signals, and also personally advise Switch Supervisor or Yard Co-ordinator, if any, that repairs have been completed and track is clear.

Sidings or Other Tracks at Other than Terminal Points

40.4 Employees making repairs to a car, locomotive or other units or work or other equipment, on a siding or other track, at other than Terminal Points, must first display a Blue Signal on lead end of dead-end sidings and at both ends of open-end sidings and take any other precautions deemed necessary to ensure their maximum safety, and before undertaking this work they must, where practicable, notify agent or train dispatcher and secure assurance that the necessary train order has been issued. Upon completion of the work, Blue Signals must be removed and agent or train dispatcher notified that repairs have been completed and that train order may be withdrawn.

Night Work

40.5 When repairs have to be made after sunset or during weather conditions in which a Blue Flag cannot be plainly seen, a Blue Light must be displayed hung on same staff.

40.6 (a) Supervisors who assign employees to perform work under any of the circumstances outlined in the foregoing rules must properly instruct and ensure that such employees comply with these regulations. All employees are required to adhere to these regulations and to give close personal attention to the protection of themselves and other employees and to avoid going into dangerous places unnecessarily.

(b) Violation of the Blue Signal Rules or anything that is liable to result in personal injury must be promptly reported to the proper officer.

SECTION 8 - GENERAL

Rule 41 - Bulletin Board

Rule 42 - Free Transportation

Rule 43 - Use of Private Automobile

Rule 44 - Deduction of Union Dues

RULE 41

Bulletin Boards

41.1 Places will be provided at all shops where proper notices of direct interest to employees may be posted by shop committees.

RULE 42

Free Transportation

42.1 Employees covered by this Agreement, and those dependent upon them for support, will be given the same consideration in granting free transportation as is granted other employees in service. This does not refer to special free transportation which may be issued to employees in train service on account of the necessary requirements of that service.

42.2 Union representatives representing employees covered by this Agreement will be granted the same consideration as is granted Union Representatives representing employees in other branches of the service.

RULE 43

Use of Private **Automobile**

43.1 Effective April 12, 1992, where an automobile allowance is paid, such allowance will be:

30 cents per km for the first 4,000 km
24 cents per km - 4,001 to 10,700 km
20.5 cents per km - 10,701 to 24,000 km
17 cents per km over 24,000 km

RULE 44

Deduction of Union Dues

44.1 The Railway shall deduct on the payroll for the pay period which contains the 24th day of each month from wages due and payable to each employee coming within the scope of this Collective Agreement an amount equivalent to the monthly union dues of the appropriate **Organization**, subject to the conditions and exceptions set forth hereunder.

²/₁ **44.2** The amount to be deducted shall be equivalent to the regular dues payment of:

¹/₅ National Automobile, Aerospace and Agricultural Implement Workers' Union of Canada (**CAW - Canada**);
International Association of Machinists and Aerospace Workers;
International Brotherhood of Electrical Workers;
Brotherhood of Firemen and Oilers.

covering the position in which the employee concerned is engaged. The amount to be deducted shall not be changed during the term of this Collective Agreement excepting to conform -with a change in the amount of regular dues of the above mentioned **Organizations** in accordance with their respective constitutional provisions. The provisions of this Rule **45** shall be applicable to each individual **Organization** on receipt by the Railway of notice in writing from such **Organization** of the amount of the regular monthly dues.

44.3 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 Railway and the **Organization** concerned shall be excepted from dues deduction.

44.4 Membership in any of the **Organizations** listed above 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.

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

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

44.7 Employees filling positions coming within the scope of more than one wage agreement or filling positions coming within the jurisdiction of more than one union in the pay period in which deduction is made shall have dues deducted for the **Organization** 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.

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

44.9 The amounts of dues so deducted from wages accompanied by a statement of deductions from individuals shall be remitted by the Railway to the officer or officers of the **Organization** concerned, as may be mutually agreed by the Railway and the applicable **Organization** referred to in **45.2** hereof, not later than forty calendar days following the pay period in which the deductions are made.

44.10 The Railway shall not be responsible financially or otherwise, either to the **Organization** or to any employee, for any failure to make deductions or for making improper or inaccurate deductions or remittances. However, in any instance in which an error occurs in the amount of any deduction of dues from an employee's wages, the Railway shall adjust it directly with the employee. In the event of any mistake by the Railway in the amount of its remittance to the **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 Rule shall terminate at the time it remits the amounts payable to the designated officer or officers of the **Organization**.

44.11 The question of what, if any, compensation shall be paid the Railway by the **Organizations** listed above in recognition of services performed under this Rule **44** shall be left in abeyance subject to reconsideration at the request of either party on fifteen days' notice in writing.

44.12 In the event of any action at law against the parties hereto or any of them resulting from any deduction or deductions from payrolls made or to be made by the Railway pursuant to Rule **44.1** 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 **Organizations** or any of them counsel fees are incurred these shall be borne by the **Organization** or **Organizations** so requesting. Save as aforesaid the **Organizations**, jointly and severally, shall indemnify and save harmless the Railway from any losses, damages, costs, liability or expenses suffered or sustained by it as a result of any such deduction or deductions from payrolls.

44.13 The union will give the company **60** days advance notice of any changes to the amount of monthly deductions to be made.

44.14 Upon notification from the union of the respective

amount, the company will make either monthly or bi-weekly deductions.

44.15 Upon receipt of authorization for such deductions, signed by the employee, the company will deduct initiation fees.

44.16 The company will provide, monthly, the union with:

- . total amount of monthly dues
- . total amount of initiation fees
- . total amount of skilled trades dues
- . names, employee numbers, addresses, and telephone numbers
- . a list of employees who have not had union dues deducted

44.17 The Company agrees to deduct the Skilled Trades dues associated to the Skilled Trades program of CAW-Canada. Such dues will be deducted and forwarded to the union in the same fashion as the regular union dues described in Rule 44. The union will advise the Company, in writing, the level of such dues and which job classifications this deduction is to apply.

SECTION 9 - LEAVES

Rule 45 - Absence from Work

Rule 46 - Leave of Absence

Rule 47 - Attending Court

Rule 48 - Jury Duty

Rule 49 - Bereavement Leave

Rule 50 - Salary Continuation

Rule 51 - General Holidays

Rule 52 - Annual Vacations

RULE 45

Absence From Work

45.1 In case an employee is unavoidably kept from work he/she will not be discriminated against. Any employee detained from work on account of sickness or any other good cause, must advise his/her supervisor when practicable.

RULE 46

Leave of Absence

46.1 When the requirements of the service will permit, employees will be granted leave of absence, not to exceed 90 days, with the privilege of renewal by consent of the Management and Committee.

46.2 Any employee engaging in other employment whilst on leave, except with consent of Management and Committee, shall be considered out of the service.

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

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

46.5 Upon notification, an employee who must serve a period of incarceration as a result of a conviction arising from the operation or use of a motor vehicle, shall be granted a leave of absence without pay of up to 180 days in order to serve the period of incarceration.

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RULE 47

Attending Court

47.1 When attending Court as witnesses for the Railway, or a Coroner's Inquest in which the Railway is involved, employees will receive pay for all time lost at home station, with a minimum of 8 hours' time each week day and 8 hours at time and one-half for assigned rest days, whether at home station, away from home or travelling. On holidays specified in Rule 51 employees shall be paid a minimum of eight hours at the appropriate rate. Time and one-half will be paid for travelling during overtime hours, where employees are unable to secure sleeping car accommodation.- Actual expenses will be allowed when away from home station and necessary expenses will be allowed when at home. When necessary the Company will furnish transportation and will be entitled to certificate for witness fees in all cases.

RULE 48

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Jury Duty

48.1 An employee who is summoned for jury duty or court attendance (not as plaintiffs, defendants or voluntary witnesses) and is required to lose time from his/her assignment as a result thereof, shall be-paid for actual time lost with a maximum of one basic day's pay at the straight time rate of his/her position for each day lost, less the amount allowed him/her for jury duty for each such day, excluding allowances paid by the court for meals, lodging or transportation, subject to the following requirements and limitations.

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

(b) No jury duty pay will be allowed for any day for which the employee is entitled to vacation or general holiday pay. An

employee who has been allotted his/her vacation dates may reschedule his/her vacation because he/she is called for jury duty.

48.2 Employees assigned to the midnight shift or the afternoon shift shall not be required to report for duty on days summoned for jury duty or court attendance.

RULE 49

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Bereavement Leave

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

49.2 Upon the death of an employee's parent, brother, sister, step-parent, step-sister, step-brother, grandparent, grandchild, father-in-law, mother-in-law, sister-in-law or brother-in-law, the employee shall be entitled to three days' bereavement leave without loss of pay provided he/she has not less than three months cumulative compensated service.

NOTE: In the application of this Article "employee's spouse" means the person (same or opposite sex) who is legally married to the employee and who is residing with or supported by the employee providing that, if there is no legally married spouse, it means the person (same or opposite sex) 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; this will apply to an individual of the same sex.

49.3 It is the intent of this Rule to provide for the granting of leave from work on the occasion of a death as aforesaid and for the payment of his regular wages for that period to the employee to whom leave is granted.

49.4 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.

RULE 50

SALARY CONTINUATION

50.1 The company will continue to pay members of the union while attending authorized union business and the company will bill the union for reimbursement. Requests for leave, on the designated form, will be presented to the immediate supervisor at least 3 days in advance.

RULE 51

General Holidays

51.1 The following general holiday provisions shall be applicable in respect of general holiday entitlement:

51.2 (i) An employee who qualifies in accordance with Rule 51.4 shall be granted a holiday with pay on each of the following general holidays. When a general holiday falls on an employee's rest day, such holiday shall be moved to the normal working day immediately following the employee's rest day.

New Year's Day
Day following New Year's Day (Ontario Only)
Good Friday
Easter Monday (Substitution for Remembrance Day)
Victoria Day
~~St. Jean Baptiste Day (Quebec Only)~~
Dominion Day
Civic Holiday (First Monday in August)
Labour Day
Thanksgiving Day

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Christmas Day
Boxing Day

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

51.3 If, in any province or part thereof, a holiday is more generally recognized than any one of the holidays specified above, the signatories hereto will substitute such holiday therefor 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.

51.4 In order to qualify for pay for any one of the holidays specified in Rule 51.2 an employee:

(a) must have been in the service of the Company and available for duty for at least 30 calendar days. This Rule 51.4(a) does not apply to an employee who is required to work on the holiday;

(b) must be available for duty on such holiday, if it occurs on one of his/her work days, excluding vacation days, except that this does not apply in respect of an employee who is laid off or suffering from a bona fide injury, or who is hospitalized on the holiday, or who is in receipt of or who subsequently qualified for weekly sickness benefits because of illness on such holiday; when an employee is required to work on such general holiday he/she 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 prior to the completion of his/her shift or tour of duty immediately preceding such holiday that his/her services will be required; and

(c) must have rendered compensated service on at least 12 of the 30 calendar days immediately preceding the general

holiday. This Rule 51.4(c) does not apply to an employee who is required to work on the holiday.

NOTE: Provided that an employee is available for work on the general holiday+ absences from scheduled shifts or tours of duty because of bona fide injury, hospitalization, illness for which the employee qualifies for weekly sickness benefits and authorized maternity leave will be included in determining the 12 shifts or tours of duty referred to in the Clause (c).

51.5 A qualified employee whose vacation period coincides with any of the general holidays specified in Rule 51.2 shall receive an extra day's vacation with the pay to which the employee is entitled for that general holiday.

51.6 An employee qualified under Rule 51.4 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.

51.7 An employee who is required to work on a general holiday shall be paid, in addition to the pay provided in Rule 51.6, 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.

51.8 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, or shifts where the preponderance of the shift occurs on the general holiday, shall be considered as work on that holiday.

51.9 Employees regularly assigned to work on holidays, or those called to take the place of such employees, will be allowed to complete the balance of the day unless released at their own request. Those who are called will be advised as soon as possible after vacancies become known.

51.10 Holiday work shall only be required when absolutely essential to the continuous operation of the Railways.

51.11 Employees qualified under the rules for a General Holiday who work as a relieving supervisor part of the work week (dual positions) shall be paid a portion of the 8 hours for each paid General Holiday on the basis of time worked during their work week in the hourly rated position.

Example: An employee who worked two shifts out of five as relieving foreman, would be paid $\frac{3}{5}$ ths of eight hours for the paid General Holiday or 4 hours 48 minutes.

Holiday Pay for **179.3** and **181.3** Hour
Employees **Qualified** In Accordance with
the **Provisions** of Rule **51.4**

No Work Performed on General Holiday

51.12 When a general holiday falls on other than a rest day (seventh day) and the employee who by agreement with the proper officer of the Railway is not subject to call and does not work on that day, such employee is credited with 8 hours for the holiday not worked, which time is included in making up the **4-week** guarantee.

51.13 When a general holiday falls on a regular work day or on a call day (sixth day), and the employee is subject to call and is available to work on that day, such employee is allowed 8 hours for the holiday not worked in addition to the **4-week** guarantee.

Work Performed on General Holiday

51.14 When a general holiday falls on a regular work day or on a call day (sixth day), and the employee works on that day, such employee is credited with one and one-half times the actual hours worked with a minimum of four and one-half straight-time hours. Such hours shall be included in making up

the four-week guarantee. In addition, the employee will be paid eight hours at the pro rata hourly rate for the holiday, which time is excluded in making up the four-week guarantee. Service on such day shall be confined to work of an emergency nature or for the maintenance of customers' service.

RULE 52

Annual Vacations

Section I

⁵⁴ **52.1** (a) An employee who, at the beginning of the calendar year, is not qualified for vacation under Clause (b) hereof, shall ⁰¹⁻⁰² be allowed one working day's vacation with pay for each 25 days' cumulative service, or major portion thereof, during the preceding calendar year, with a maximum of 10 working days until qualifying for further vacation under Clause (b) of this section.

(b) Subject to the provisions of Note 1 below, an employee who, at the beginning of the calendar year, has maintained a continuous employment relationship for at least 3 years and has completed at least 750 days of cumulative service, shall have ⁰³⁻⁰³ his/her vacation scheduled on the basis of one working day's vacation with pay for each 16 2/3 days of cumulative service or major portion thereof, during the preceding calendar year, with a maximum of 15 working days; in subsequent years, he/she will continue vacation entitlement on the foregoing basis until qualifying for additional vacation under Clause (c) of this section.

NOTE 1: An employee covered by Clause (b) of this section 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 service; otherwise his/her vacation entitlement will be calculated as set out in Clause (a) 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.

07-04 (c) Subject to the provisions of Note 2 below, an employee who, at the beginning of the calendar year, has maintained a continuous employment relationship for at least ~~7~~ years and has completed at least 1,750 days of cumulative service, shall have his/her vacation scheduled on the basis of one working day's vacation with pay for each 12 1/2 days of cumulative service, or major portion thereof, during the preceding calendar year, with a maximum of 20 working days in subsequent years, he/she will continue vacation entitlement on the foregoing basis until qualifying for additional vacation under Clause (d) of this section.

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

15-05 (d) Subject to the provisions of Note 3 below, an employee who, at the beginning of the calendar year, has maintained a continuous employment relationship for at least 15 years and has completed at least 3,750 days of cumulative service, shall have his/her vacation with pay for each 10 days of cumulative service, or major portion thereof, during the preceding calendar year, with a maximum of 25 working days; in subsequent year, he/she will continue vacation entitlement on the foregoing basis until qualifying for additional vacation under clause (e) of this section.

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

(e) 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 ²⁵⁻⁰⁶ has completed at least 6,250 days of cumulative compensated service, will 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 (e) of this section will be entitled to vacation on the basis outlined therein if on his/her thirtieth or subsequent service anniversary date he/she achieves 7,500 days of cumulative service; otherwise his/her vacation entitlement will be calculated as set out in Clause (d) 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.

(f) In the application of Rule 52.1(e) 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.

(g) A year's service is defined as 250 days of cumulative service.

(h) In computing service under **Clauses (a), (b), (c), (d), and (e)** of this Section 1, days worked in any position covered by similar vacation Agreements shall be accumulated for the purpose of qualifying for vacation with pay.

(i) Provided an employee renders compensated working service in any calendar year, time off duty, account of bona fide illness, injury, **authorized** pregnancy leave, to attend committee meetings, called to court as a witness of 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.

(j) An employee who, while on annual vacation becomes ill or if 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 complete his/her vacation if continuous with his/her scheduled dates. If the remaining vacation falls outside the employee's scheduled dates, such vacation will be rescheduled as may be mutually agreed between the proper officer of the Company and the **authorized** local Union representative.

(k) 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.

(l) 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 fifteen working days

advance notice of such rescheduling and will be paid overtime rates for all work and will be granted vacation with pay to which he/she is entitled at a later date.

NOTE: This Clause 52.1(l) does not apply where rescheduling is the result of an employee exercising his/her seniority to a position covered by another vacation schedule, nor to apprentices moving between main shops and running repair points.

Advance **Vacation** Pay

(m) 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 percent of the employee's previous year's earnings, less and appropriate amount (approximately 30 percent) to cover standard deductions.

(n) An employee shall be compensated for vacation at the hourly rate of pay he/she would have earned had he/she been working during the vacation period.

(o) In the application of this Section 1, employees on a monthly guarantee will be paid for vacation on the basis of such guarantee.

Section 2

52.2 (a) An employee terminating 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 leaving the service, as provided for in Section 1, and, if not granted shall be allowed pay in lieu thereof.

(b) An employee who is laid off shall be paid for any vacation due 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 at the beginning of the following calendar year.

(c) An individual who leaves the service of his/her own accord or who is dismissed for cause and not reinstated in his/her former standing within two years of date of such dismissal shall, if subsequently returned to the service, be required to qualify again for vacation with pay as provided in Section 1.

Section 3

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

(b) Applications for vacation from employees at other than main shops filed between December 15 of the previous year and January 31, shall insofar as is practicable to do so be given preference in order of seniority of the applicants. Such applicants 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. Notices of vacation periods will be posted prior to December 15. The dates mentioned in this Clause 3(b) may be changed by mutual agreement between the Local committee and the proper officer of the Railway.

(c) 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.

Random Vacation Days

(d) Employees with 20 days or more vacation, will be allowed to take 5 days vacation in one day random increments,

provided no additional cost to the company and requests are made in advance to the immediate supervisor.

Section 4

52.4 (a) The officer in charge and the recognized representative of the employees will, as far as practicable, make mutual arrangements to carry on the work while members of the staff are on vacation with the object of avoiding additional expenses to the Company, but if this is not practicable, employees engaged temporarily, or employees temporarily promoted from one position to another, to provide vacation relief, will, if definitely assigned to fulfil the duties and responsibilities of a higher rated position, be paid the schedule rate applicable to such position.

Main Shops

(b) At the main shops the intention is to close the shops for the annual vacation period and the Management and duly authorized representatives of the employees will agree prior to January 31st of each year the date on which the various shops will close for vacation period.

(c) The period of closedown for annual vacation at main shops will not exceed four weeks in each year.

(d) The Management and the Local committees will co-operate with a view to providing staff to make repairs to machinery, etc., and to giving employment to as many as possible of the employees who are not entitled to full vacation. Such skilled employees as are necessary to balance the staff will be allowed vacations to which they are entitled at a mutually satisfactory date.

(e) Employees in main shops who are entitled to a vacation of three weeks or more may be permitted, upon request, to take a portion of their vacation at a time other than during the closedown for annual vacations providing there is no increase

cost to the Railway and subject to the right of the Railway to balance staff in order to ensure adequate productivity.

(f) During the annual vacation closedown, main shop employees whose maximum vacation entitlement is less than the period of closedown shall, notwithstanding any other provisions of the Collective Agreement, only be entitled to fill vacancies temporarily at running points for which they are fully qualified.

(g) The proper officer of the Company and the respective Local Chairperson will co-operate in an effort to ensure that as many main shop mechanics, apprentices, helpers and coach cleaners as possible, whose maximum vacation entitlement is one week or more less than the period of closedown, will be given the opportunity to fill vacancies at running points for which they are fully qualified to immediately perform the work involved.

(h) An employee who undertakes to transfer to a running point for a temporary period under this Rule and who has been cleared to do so shall, if he/she later declines to exercise seniority and fill the position without just cause be debarred from the benefit of this Rule in the following year.

(i) Employees working in main shops during vacation period will be compensated during regular shop hours at pro rata rates, except as otherwise provided in Rule 52.1(l).

Running Work

(j) At running points the recognized vacation period will be from March to November, inclusive. When mutually arranged+ vacations may be taken outside of the recognized period. Where additional relief is required and cannot be obtained and the requirements of the service make it necessary to extend the recognized vacation period, the supervisor and Local Committee will be required to work out a practical arrangement.

SECTION 10 - BENEFITS

Rule 53 - Employment Security and Income Maintenance Plan

Rule 54 - Life Insurance Upon Retirement

Rule 55 - Employee Benefit Plan - Life Insurance, Sickness Benefits, Medicare Allowances, Long Term Disability

Rule 56 - Dental Plan

Rule 57 - Continuation of Benefits

RULE 53

Codes on this page refer mostly to prev. Agmt.

Employment Security and Income Maintenance Plan

See pp. 227-254 for new Benefit Plan

53.1 The provisions of the supplemental agreement governing the Employment Security and Income Maintenance Plan will apply to employees covered by this agreement as specified therein.

See prev. Agmt. + memo dated April 12/79

RULE 54

706 / 999 74 / 070480

Life Insurance Upon Retirement

54.1 An employee who retires from the service with a Company pension at or after age 65 will be provided with \$6,000. of life insurance coverage. If retirement or pension is earlier than age 65 and an employee's term life insurance is extended to age 64, the \$6,000. of life insurance coverage will be provided at age 65.

RULE 55

700, d, k / 999 769 / 1

**Employee Benefit Plan - Life Insurance
Sickness Benefits, Medicare Allowances
and Long Term Disability**

*72 / 999
72 / 9999998*

55.1 The provisions of the Ontario Northland Railway Employee Benefit Plan - Supplemental Agreement will apply to employees covered by this Agreement as specified therein.

RULE 56

70e / 999 71 / 9

Dental Plan

56.1 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.

RULE 57

Continuation of **Benefits** on **Retirement**

57.1 Effective April 12, 1992 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: This does not apply to current active employees.

SECTION **11** - CONTRACT CLAUSES

Rule **58** - Procedure

Rule **59** - Revision of Rules

Rule **60** - Scope of General and Special Rules

Rule **61** - Printing of Agreement

Rule **62** - Duration of Agreement

RULE 58

Procedure

58.1 For the carrying out of this agreement the Railway will deal only with the duly **authorized** officers of each union. Grievances or the application or interpretation of the provisions of this agreement will be initially handled between the Railway and Local Committees of its employees as herein provided.

RULE 59

Revision of Rules

59.1 Should either the company or the unions desire to revise these rules, a written statement containing the proposed changes shall be given and conference held within thirty (30) days.

It is understood no changes as above will be implemented except by mutual consent of the parties to the Collective Agreement.

RULE 60

Scope of General and **Special** Rules

60.1 Except as provided for under Special Rules, the general rules shall govern in all cases.

RULE 61

Printing of Agreement

61.1 Within 60 days of the signing of the Master Agreement, the Company will undertake a responsibility for printing of the collective agreement.



Duration of Agreement

62.1 Except as otherwise provided herein, this Agreement No. 12 and all mutually accepted rulings or interpretations related thereto will remain in effect for a period of forty-two (42) months, commencing July 1, 1994 and expiring December 31, 1997 and thereafter subject to three months' notice in writing from either party of its desire to revise, amend or terminate it. Such notice may be served at any time subsequent to September 30, 1997.

NOTE: It is agreed upon the rewriting of the Agreement that a gender neutral terminology will be utilized.

Signed at North Bay, Ontario this 23rd day of February 1995.

For Ontario Northland Railway:

K. J. Wallace
President

For the **Unions:**

Brian E. Stevens
C.A.W. Canada

Andy **Mitchell**
I.B.F.O.

Greg Murdoch
C.A.W. Canada

Tom **Diggles**
I.B.E.W.

John **Lunnin**
C.A.W. Canada

Peter Maeck
C.A.W. Canada

G. Besserer
I.A.M.

Brian A. Fell
C.A.W. Canada
National Representative

SECTION 12 - APPENDICES

Schedule A - Expenses While Assigned to Work Away from Home Terminal

Letters of Understanding:

March 3, 1995 - Schedule of Work Processes - Apprentices

March 3, 1995 - Special Rules

March 3, 1995 - Repairs to Locomotives at Wrecks or
Derailments

March 3, 1995 - Pension Plan and Shop Employees

Memorandums:

Oct. 24, 1986 - Closed Seniority Areas in Paint Shop
and Upholstery Shop at North Bay

June 15, 1990 - CAW - Road Trips and Overtime

Oct. 20, 1975 - CAW - Auxiliary/Overtime

Feb. 4, 1994 - IAM - Overtime

Feb. 1, 1994 - Pipefitters - Overtime

Employment Security and Income **Maintenance** Plan
Agreement

Employee **Benefit** Plan Supplemental Agreement

SCHEDULE A

EXPENSES WHILE ASSIGNED TO WORK AWAY FROM HOME TERMINAL

PART I:

Employees sent out to perform work away from home terminal where meals and lodging are not provided by the Company will be eligible to claim reasonable necessary expenses as follows:

- i) Meals:

Breakfast	\$ 6.00
Lunch	\$10.00
Dinner	\$18.00
Snack	\$ 4.50 (after four hours work continuous with regular hours)

- ii) Laundry: \$6.00 per week when assigned away from home terminal.

- iii) Boarding: Employees who elect to stay with friends/relatives when they would otherwise be required to stay at a hotel/motel will be reimbursed for the amount they pay their friends/relatives for lodging up to a maximum of \$20.00 per day. Employees electing to use personal recreational vehicles for accommodations will be allowed to claim \$20.00 per day.

- iv) Receipts will be required for other necessary reasonable expenses (i.e., transportation and lodging).

Note: Part I does not apply to apprentices attending trade school.

PART II:

24.23(a) Apprentices attending the school portion of their apprentice program away from home, while in the active employ of the Company will be provided with the following:

- i) **Accommodations:** The Company will arrange and pay for suitable accommodations.
- ii) Allowance: A weekly allowance of **\$170.** will be provided to cover the costs associated to living expenses while away from home.
- iii) Travel: The Company will reimburse or provide the apprentice ground transportation cost equivalent to bus fare: every two weeks.

24.23(b) Apprentices attending the school portion of their apprentice program:

- iv) Other: Reasonable necessary incidental expenses associated to the schooling portion of the program will be reimbursed; receipts must be provided. i.e., required school supplies.

March 3, 1995

Mr. Brian Stevens
Chairperson
Associated Shop Unions

RE: Schedule of Work Processes - Apprentices

This is with reference to a demand submitted at negotiations dealing with the finalization of the above processes.

In order to resolve the matter, I will give you my commitment that the Joint-Apprenticeship Committee will finalize those work process schedules within 6 months of the signing of the collective agreement.

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

Yours truly,

Tom Burton
Chief Mechanical Officer

I concur: _____
B.E. Stevens
Chairperson, ASU

March 3, 1995

Mr. Brian Stevens
Chairperson
Associated Shop Unions

RE: Special Rules

This is with reference to a demand submitted at negotiations dealing with the review of all rules associated to the various trades and labourer groups. The Company agrees to commence a joint review with the ASU of these special rules within a period of three (3) months of the signing of this agreement.

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

Yours truly,

Tom Burton
Chief Mechanical Officer.

I Concur:

B. E. Stevens
Chairperson, ASU

March 3, 1995

Mr. Garry Besserer
General Chairperson
International Association of Machinists.

RE: Repairs to Locomotives at Wrecks or Derailments

This will confirm our mutual understanding reached during negotiations where repairs to locomotives at wrecks or derailments, normally performed by the machinist craft will not be assigned to other bargaining unit employees or management personnel.

It is understood that the Company retains the responsibility to determine whether the equipment is suitable for service.

If you are in agreement with the foregoing, kindly sign your concurrence.

Yours truly,

Tom Burton
Chief Mechanical Officer.

I Concur: _____
Garry Besserer

March 3, 1995

Mr. Brian Stevens
Chairperson
Associated Shop Unions

RE: Ontario Northland Pension Plan and Shop Employees

Regarding our discussions surrounding the Ontario Northland Pension Plan at our recent negotiations, this will confirm that Ontario Northland will not seek to take a contribution holiday with respect to Company pension contributions made on behalf of ASU members. Additionally the Company will not seek a refund of any pension surplus associated to members of the ASU.

Yours truly,

Jerry Knox
Director Human Resources

April 1992

Mr. Brian Stevens,
Chairperson,
Associated Shopcraft Unions,
North Bay, Ontario.

Dear Mr, Stevens:

RE: Helpers

The company and the unions agree that effective with the signing of this agreement, any employee currently classified as a helper will continue to retain rights within the helper classification and within his/her respective union.

The parties agree that as a result of implementing a Skilled Trades program, additional helpers will not be utilized for filling the following positions:

Fork Lift Operator
Material Handler

The parties agree that in the event that there is a requirement for personnel in the above classifications, such positions shall be filled by employees in the Firemen & Oilers' group. However, it is understood that while the work in these classifications will be performed by employees in the Firemen and Oilers' group, the operation of fork lifts is not the exclusive work of any one group.

The patties also agree that positions which now assist journeymen/women working on equipment will be filled by journeymen/Women or apprentices in accordance with the collective agreement as vacancies occur.

All references to helper classifications and duties currently in

Collective Agreement #12 will be removed when the positions have been vacated through the above process.

Yours truly,

P. A. Dymont,
President.

April 1992

Mr. Brian Stevens,
Chairperson,
Associated Shopcraft Unions.

Dear Mr. Stevens:

RE: Semi-Annual Plan

During Mechanical Department Labour/Management meetings in January and June of each year, the Chief Mechanical Officer will present a written plan to the Shopcraft Union representatives. The plan will provide details on proposed changes to Mechanical operations, staff, equipment, maintenance policies, etc. for the following six month period. The report will contain, but is not limited to changes in the following areas:

- Traffic fluctuations
- Train operations
- Staff level changes by craft at each location (does not include normal fluctuations within work areas)
- Rolling stock additions or retirements
- Major projects
- Changes to maintenance policies
- Ship machinery purchases
- Contract work
- Contracting out
- Administrative policies

Any significant changes in plans that may be initiated between formal presentation dates will be presented to the union representatives at the earliest possible date.

This information is presented to the union representatives as a means of keeping them informed of planned changes which

may affect their members and to allow them to make recommendations on same. Provision of the Semi Annual Plan will not supersede or alter the provisions of the Collective Agreement.

Yours truly,

R. G. Leach,
Chief Mechanical Officer.

April 1992

Mr. Brian Stevens,
President,
CAW, Local 103,
North Bay, Ontario.

Dear Mr. Stevens:

RE: Work at Derailments

This letter confirms our discussions during the current round of bargaining regarding implementation of the recommendations of the Manitoba Federation of Labour RE: Carmen Responding to Derailments.

It was agreed that following the conclusion of negotiations that the parties will meet to review the company's present program and the recommendations from the Manitoba Federation of Labour and then develop and recommend an appropriate training program for employees required to respond to derailments.

Sincerely yours,

R. G. Leach,
Chief Mechanical Officer.

April 1992

Mr. Brian Stevens,
Chairperson,
Associated Shopcraft Unions,
North Bay, Ontario.

Dear Mr. Stevens:

RE: Health and Safety

This is to confirm the understanding reached during negotiations to establish a Health and Safety steering committee within the Mechanical Department. The purpose of the committee will be to review and recommend for implementation mutually acceptable items of concern such as:

- Existing Safety and Health program
- Committee structure and role
- Training programs
- Complaint procedures
- Special procedures and regulations
- Safety Awareness

The Steering Committee will consist of four (4) members, two (2) from management, (the Chief Mechanical Officer and one other), and two (2) representatives from the Associated Shop Unions.

Yours truly,

R. G. Leach,
Chief Mechanical Officer.

April 1992

Mr. Brian Stevens,
Chairperson,
Associated Shopcraft Unions,
North Bay, Ontario.

Dear Mr. Stevens:

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,

Jerry Knox,
Director Human Resources.

April 1992

Mr. Brian Stevens,
Chairperson,
Associated Shopcraft Unions,
North Bay, Ontario.

Dear Mr. Stevens:

RE: Letter of Understanding Regarding Lines of Demarcation
Committee

This will confirm the understanding reached during negotiations which focused on the implementation of a Skilled Trades Program which includes the formation of a Lines of Demarcation Committee as outlined in Rule 61.

The committee will be guided by, but not limited to, the following criteria in resolving any disputes that may arise out of the assignment of work.

1) Central Skills:

Tasks which require the unique and central skills of one particular trade and which are presently assigned to that trade; unless such tasks are determined by the committee to be incidental to a principle job being performed by other journeymen/women as discussed below.

2) Overlapping Capabilities:

To determine whether a particular skilled assignment falls within the scope of two or more trades and thus properly assignable to any one of these trades, the committee must consider the following items; no one factor by itself is controlling.

Level of skill involved
Uniqueness of skill required
Safety
Tools required
Nature of the material being worked on
Generally accepted notions of the trade
Time involved in relation to the principle task.

The company confirms that no employee will be laid off as a direct result of the implementation of this process.

Yours truly,

R. G. Leach,
Chief Mechanical Officer.

April 1992

Mr. Brian Stevens,
President,
CAW, Local 103,
North Bay, Ontario.

Dear Mr. Stevens:

RE: Establishment of Mobile Crane Crews

This letter confirms our discussions during the current round of bargaining concerning the establishment of a System Auxiliary Crew which would respond to all derailments where a rail crane, mobile crane or other such device is required.

We agreed that the main auxiliary crew would be based in North Bay and would be responsible for responding to derailments. Notwithstanding the above, mobile crews will be established in Englehart and Cochrane which may respond to minor derailments where a mobile crane or other such device is used.

We further agreed to meet at the conclusion of negotiations to establish mobile crews at Englehart and Cochrane and to finalize appropriate training requirements for all employees working at derailments.

Sincerely yours,

R. G. Leach,
Chief Mechanical Officer.

Appendix 1
Ontario Northland Railway
Interpretation of Rules 23.11, 23.13 and 23.16

Rule 23.11

Discussions between the Railway and the Canadian Council of Railway Shopcraft Employees and Allied Workers with regards to Rule 23.11 have resulted in the Railway issuing instructions to the supervisory staff that in the instance of the transfer of men from one section (department) of the shop to another for a period of over 90 days where there is no change in the rate and no change in hours or rest days and where no overall increases in total staff was involved. The union representatives claimed that such situations were covered by Rule 23.11 and, consequently, the new positions would have to be bulletined and awarded to the senior qualified employees making application.

The Railway contended that this rule was only intended to apply in respect of staff additions when there were additions being made in a craft in a shop proper and not to addition in a section (department) of the shop with equivalent reductions in another section (department) of the shop with no overall increase taking place.

The union representatives were not adamant that bulletins would be issued in every case if this were unnecessary, especially at small points, so long as senior qualified employees desiring to transfer were given the opportunity to do so. The Railway stated that without prejudice to its interpretation of the meaning of the rule, it would advise all concerned that in such circumstances, senior men desiring to transfer will be allowed to do so subject to qualifications, of course, that this does not apply in respect of staff adjustment within a section (department) of a shop but only to transfers between sections (departments) of a shop where no overall change occurs in total employment in the shop. This understanding does not prejudice the interpretation of the unions concerning 23.11.

Rules **23.13** and **23.16**

These rules require that the General Chairmen concerned receive copies of all bulletins and lists of men being laid off at a seniority terminal. As this is apparently not being done in all instances, will you please instruct the personnel concerned to so arrange in future.

Various rules provide that under certain circumstances the local committee shall be consulted. The unions alleged that these consultations are frequently taking place after the fact rather than before. If this is true, will you please point out the correct procedure to your officers as rules providing for consultation with local committee intend that this will be done before the fact except, of course, in certain isolated situations where emergency requirement make this impossible.

Appendix IV
Ontario Northland **Railway**

Montreal, August 29, 1975

Mr. J.H. Clark,
President and Secretary,
Division No. 4.

Dear Mr. Clark:

This will confirm the understanding reached during our recent discussions that in the application of Rule 31 of Wage Agreement No. 16(12) the following shall also apply:

1. Except as otherwise provided in the respective Craft Special Rules, apprentices shall on completion of their apprenticeship be permitted to exercise their seniority at their home seniority terminal to displace the junior employee in their Craft in the designated work area of their choice with the shift, days off, hours of work and rate of pay of their choice in accordance with the provisions of Rule 23.14 of Wage Agreement No. 16(12).
2. By mutual agreement between the proper officer of the company and the General Chairman of the Craft concerned, an apprentice may at any time during his apprenticeship be permitted to transfer to any location on his Region with a view to remaining at the location on completion of his apprenticeship. Such apprentice shall during the last six months of this apprenticeship be required to make formal application to remain at that point. Such application shall be accepted provided that on completion of his apprenticeship his seniority will permit him to fill a permanent vacancy in accordance with Rule 23.13 or displace an unqualified mechanic. Should his application be accepted, he will have his name placed on the mechanics' permanent seniority list at that point with a seniority date established in accordance with Rule 31.5.

In the event his application is not accepted, such employee will be required to return to the point at which he commenced his apprenticeship in order to protect his seniority rights under Rule 31.5.

If you concur in the foregoing, kindly affix your signature in the space provided, returning the original and one copy for our records.

Yours truly,

(Original Signed)

G. Milley

I Concur:

(Original Signed)

John H. Clark

Appendix V
Ontario Northland Railway

Montreal, May 5, 1978

Mr. J.W. Asprey,
President and Secretary,
Division No. 4.

Dear Sir:

This letter cancels and supersedes letter dated May 21, 1974 with respect to those Main Shop employees whose maximum vacation entitlement is one week or more less than the period of shop close-down for vacation purposes, being permitted to transfer temporarily to running service.

With respect to the above, it is agreed that the co-operation referred to in Rule 47.4(g) will include the principle of granting additional running point mechanics, apprentices, helpers and coach cleaners vacations during the period of the close-down at Main Shops, so that the employees referred to in paragraph 1 may be permitted to temporarily transfer to line shop as vacation relief. The granting of such extent that there are mechanics, apprentices, helpers and coach cleaners fully qualified to immediately and adequately perform the work on the vacancies thereby created.

It is understood by the parties that agreement to the above does not mean that all employees referred to in paragraph 1 would be given the opportunity of transferring temporarily to line shops, but only that number required to ensure efficient operation of the line shop. The parties will also take cognizance of the fact that although a mechanic may be fully qualified in his trade, he will not unnecessarily be familiar with line work and, therefore, it would not be feasible for the company to release line shop employees for vacation purposes to the extent that line shop operations would be affected because of these vacation relief employees being unfamiliar with line operation.

It is also understood that to ensure efficient vacation planning at line shops, those Main Shop employees wishing to transfer shall make their intention known by February 28th. An employee whose application to withdraw such application for just cause as provided for in Rule 47.4(h), or by agreement between the employee and the company.

Yours truly,

(Original Signed)

S.T. Cooke

R. E. Wilkes

Appendix VI
Ontario Northland Railway

May 5, 1978

Mr. J.W. Asprey,
President and Secretary,
Division No. 4.

Dear Sir:

The following letter will be sent to 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 are 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 Parlor 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 employee may be given the opportunity to work additional hours at straight time rates in order to make up part of 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 Parlor 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,

(Original Signed)

S.T. Cooke

R.E. Wilkes

Appendix VII
Ontario Northland **Railway**

Montreal, Quebec,
September 27, 1979

Mr. J.W. Asprey,
President and Secretary,
Division No. 4.

Dear Mr. Asprey:

This will confirm our understanding of the application of Rules 23.11, 23.12 and 23.13 of Wage Agreement No. 16(12) in respect of a temporary position which is subsequently bulletined as a permanent position.

Unless such temporary position has been filled by the senior employee entitled to it under the provisions of the agreement, the permanent vacancy will be bulletined pursuant to paragraph 1 of Rule 23.13.

If this meets with your understanding would you please so indicate in the space provided below.

Yours truly,

(Original Signed)

G. Milley

J.A. McGuire

I Concur:

(Original Signed)

John W. Asprey

Appendix VIII
Ontario Northland **Railway**

North Bay, Ontario,
January 8, 1986.

Mr. A. Rosner,
Chairman,
Associated Railway Unions,
Negotiating Committee,
Suite 613, 1410 Stanley St.,
Montreal, Quebec H3A 1 P8

Mr. J. M. Kearns,
National President,
Brotherhood of Railway
Carmen of the U.S. and
Canada,
1729 Bank St., Rm 306,
Ottawa, Ont K1V 7Z5

Dear Sirs:

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 organizations signatory to the Memorandum of Settlement dated today, will not be contracted out except:

5/1

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

with the skills, personnel or equipment available on the property; or

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

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

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

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

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

Should a General Chairman, or equivalent, request information respecting contracting out which has not been covered by a notice of intent, it will be supplied to him promptly. If he requests a meeting to discuss such contracting 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 3 of the grievance procedure, the union officer submitting the facts on 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.

Appendix IX
Ontario Northland Railway

Montreal, Quebec,
March 26, 1982

Mr. J. W. Asprey,
President and Secretary,
Canadian Council of Railway
Shopcraft Employees and Allied Workers.

Dear Mr. Asprey:

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

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

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

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

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

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

Yours truly,

(Original Signed)

D.C. Fraleigh
for: General Manager

I concur:

(Original Signed)

J.W. Asprey
President and Secretary

MEMORANDUM OF AGREEMENT BETWEEN ONTARIO
NORTHLAND RAILWAY AND BROTHERHOOD OF
RAILWAY CARMEN ESTABLISHING RULES FOR CLOSED
SENIORITY AREAS IN THE PAINT SHOP AND
UPHOLSTERY SHOP AT NORTH BAY

(a) Employees taking their craft training in the Paint Shop and Upholstery Shop will, when qualified, be placed in a position in the shop in which they specialized.

(b) Such employees must thereafter work in such shop and will not be eligible to bid on any positions or vacancies in the seniority terminal group.

(c) Should such employees be unable to hold work in their respective shops due to a permanent staff reduction, they will be allowed to exercise their basic system seniority to displace a junior employee in the seniority terminal groups.

(d) If a temporary staff reduction of less than 90 days affecting only the paint or upholstery shop is required, employees will be temporarily transferred to the pool or coach shop and will be allowed to perform other carman's duties working with a fully qualified carman.

2(a) North Bay employees not specialized in the Paint Shop or Upholstery Shop will not be entitled to displace into those shops unless they cannot hold a position in the North Bay seniority terminal by reason of permanent or temporary staff lay off.

(b) Northern points employees who cannot hold a position in their own seniority terminal because of a permanent staff reduction will not be entitled to displace into the Paint Shop or Upholstery Shop unless they cannot hold any other position in the exercise of their basic system seniority. This will not interfere with an employee's rights under the Employment Security and Income Maintenance Plan.

3. When permanent vacancies occur in the Paint Shop or the Upholstery Shop, they will first be bulletined within the respective shops, the North Bay Terminal and then to the system in accordance with Rules 23.11 and 23.13.

A qualified applicant who is appointed to the vacancy will, after 90 days, be placed on the permanent Paint Shop or Upholstery Shop list and will not thereafter be allowed to bid out. He may, within the ninety day period, revert to his former position and employees affected thereby will revert to their former positions.

Should there be no qualified applicants, the company will have the option of:

(i) appointing an unqualified applicant who will transfer his seniority into the respective closed seniority group after 90 calendar days, or,

(ii) set up an apprentice or a trainee who will, upon appointment, be subject to Section 1 hereof, or of

(iii) hiring a qualified person directly into the vacancy.

4. When temporary vacancies occur in the Paint Shop or the Upholstery Shop under Rule 23.12, the job will be bulletined to carmen in the North Bay seniority terminal. If no bids are received for the position, the junior qualified employee will be forced onto the position. If no qualified employee exists, then the junior carman will be forced onto the position. Any employee bidding or forced on a temporary position will be required to remain on the position for the duration of the vacancy but not longer than 90 days.

5. It is understood that the minor painting now performed by carmen assigned to other North Bay shops will continue under this agreement.

6. All upholstery work and other work related to the upholstery trade, traditionally performed by the upholsterers will be performed by carmen-upholsterers.

When a temporary increase in upholstery work requiring an increase of staff is for a duration of four (4) days or less, carmen from the Coach Shop, in seniority order, will be assigned. When the workload is in excess of four (4) days but less than ninety (90) days, Rule 4 of this Memorandum of Agreement will apply.

7. Employees to be trained in the Paint Shop and Upholstery Shop will receive their training through a specialized apprenticeship or trainee program within the specific shop mentioned and their training will be only in the area of their specialization.

8. Implementation

(a) The present staff in the two shops on the date of the completion of this agreement are:

Paint Shop

B. Hammar
R. Lecuyer
R. Steel
R. Mantha
R. Gravelle

Upholstery Shop

T. Carkner

(b) Paint Shop and Upholstery Shop employees will be advised of the closed seniority group concept as soon as possible after the signing of this agreement. Within thirty days of the signing of this agreement, these employees must indicate whether they will remain in their respective shops under the new conditions or whether they wish to revert to general terminal work.

(c) If they choose to remain in their respective shops, they will be placed on the closed seniority list for the Paint Shop or Upholstery Shop and their names will be so designated on the North Bay Terminal seniority list.

(d) If they choose to revert to general terminal work they will

be allowed to exercise their North Bay Terminal seniority in accordance with the following rules:

(i) At least one (1) employee in each of the Paint Shop and Upholstery Shop will be allowed out in each 12 month period following the signing of this agreement. Employees must transfer out when vacancies are offered but senior employees may delay provided a junior employee transfers out in his place. Junior employees must transfer in such circumstances.

(ii) Employees choosing to revert to general terminal work will remain on the list for the Paint Shop or Upholstery Shop until the date of transfer.

(iii) If a Paint Shop or Upholstery Shop employee who has declared his intention to revert to general terminal work does not bid on a permanent vacancy when he is eligible to do so, (except as provided in (i) above), then such employee will lose his right to revert to the terminal seniority list.

9. When the intentions of the employees are known, after the 30 day period referred to in Section 8(b) above, the parties will meet to discuss accelerated implementation.

10. The parties agree to discuss and resolve any problems that may arise in the implementation process.

Signed this 24th day of October 1986.

For the Company:

P. A. Dymont
General Manager

For the Brotherhood:

Andre Bedard
General Chairman

MEMORANDUM OF UNDERSTANDING BETWEEN
ONTARIO NORTHLAND RAILWAY AND **CAW** CANADA
LOCAL **103** REGARDING ROAD TRIPS AND OVERTIME
AT NORTH BAY

The purpose of this agreement is to outline steps to ensure an equitable means of distributing overtime to carmen and carmen helpers employed at North Bay under Rule 5.14 of Wage Agreement 12. Nothing in this document will supersede other rules contained in Wage Agreement 12 and in the event of a conflict or a dispute, Wage Agreement 12 will take precedence.

Carmen and carmen helpers are presently employed in the following bulletined areas in North Bay:

Coach Construction (Uni-level Project)
Diesel Shop/Northlander
Roller Bearing Shop
Components
Yard - Car Inspectors
Car Maintenance consisting of Outside/
Inside Rip, Projects and Relief Shift
Upholstery Shop
Paint Shop

OVERTIME GENERAL

1. Employees whose names are not on an overtime list are not entitled to be called for overtime. Note, Yard exception.
2. When overtime is required continuous with a shift, it shall be assigned according to the following:
 - a) For work which is expected to involve less than four (4) hours' overtime to complete, employees on the overtime list who are on duty at the time shall be called.

b) For planned work which is expected to involve more than four (4) hours' overtime, employees on the overtime list shall be called, whether on duty at the time or not, as long as they are eligible for overtime.

3. When employees are required for overtime work, employees on the overtime list for the bulletined area where the work is required will be called first.

4. Carmen trainees shall only be called for overtime when everyone else is working. Trainees in the Yard must have completed twenty (20) shifts of training and be certified before accepting a call in the Yard.

5. When employees are not available from the bulletined area where the overtime is required, employees from the Master List will be called in order.

6. Employees who, under doctor's advice, are restricted to "light duty" will not be eligible for overtime until such time that the doctor notifies in writing that the employee is fit for regular duty. His/her name will be omitted from the overtime list until this restriction is removed. Employees assigned to long-term light duty jobs in bulletined areas, such as the Air Brake Shop or Roller Bearing Shop, may be eligible to work overtime only in those specific areas. The company and the union will meet to discuss each situation on an individual basis.

7. Overtime lists will be prepared weekly by the union and once posted will not be changed except if mutually agreed by the union and the company. Any errors will be corrected the following week.

8. All employees on the overtime list will not be eligible for overtime immediately after their last working shift prior to their vacations and will be eligible again for overtime three (3) hours prior to starting their first working shift back from vacation.

ROAD TRIPS

1. All local and out of town trips, other than Auxiliary Service which requires a carman or carman helper, employees from the Outside/Inside Repair Track overtime list will be used.
2. Certain circumstances may warrant using an employee from a different shop area, such as Coach Shop if work on the interior of a coach is involved. In such cases, the General Chairman or his designated representative will be consulted. Station duty is excepted and not classed as a road trip.

SPECIAL ASSIGNMENTS

1. On a yearly basis, a bulletin for carman in the Car Maintenance group with seniority to govern will be posted and the successful applicant will be required to perform the special assignment, i.e., Dimensional Load Inspector.

STATUTORY HOLIDAYS

1. Employees normally assigned to bulletined areas will be called according to the respective bulletined overtime list to fill the requirement.
2. Yard employees not required to work on a Statutory Holiday will be called first, low hours to govern, to fill their normal assignment should a car inspector be required.

YARD

1. Employees on a relief assignment in the Yard and who have not placed their name on the Yard overtime list will not be eligible to accept a call, except that the car inspector or carman trainee assigned to the Yard may be required continuous to his/her shift (before or after) to complete ongoing work or sudden overloads.
2. Whenever there is a notice of two hours or greater, the Yard

overtime list will be used to replace a car inspector unable to report for duty or to handle extra emergency work loads prior to allowing one of the car inspectors already on duty to remain.

SHIFT CHANGES

1. An employee on duty due to a shift change is considered on duty and will be eligible for overtime.

PAINT SHOP

1. When overtime is required in the Paint Shop, employees assigned to this area will be called in the order their name appears on the overtime list.

2. Should there be a requirement for additional personnel, then employees on the Master List will be called in order. Employees will be subject to the restrictions contained in the medical surveillance programs for the Paint Shop.

UPHOLSTERY SHOP

1. When overtime is required in the Upholstery Shop, employees assigned to this area will be called in the order their name appears on the overtime list.

2. Should there be a requirement for additional personnel, then employees on the Master List will be called in order.

This Memorandum of Understanding supersedes all previous Understandings concerning road trips and overtime at North Bay and shall remain in effect until December 31, 1991, after which it may be renewed by both parties.

Signed at North Bay, Ontario, on this 15th day of June 1990.

Ronald Leach
Chief Mechanical Officer

Brian E. Stevens, President
CAW Canada Local 103

MEMORANDUM OF UNDERSTANDING BETWEEN
ONTARIO NORTHLAND RAILWAY AND
BROTHERHOOD OF RAILWAY CARMEN REGARDING
AUXILIARY SERVICE, ROAD REPAIR WORK,
LOCAL WORK AND OVERTIME AT NORTH BAY

Carmen are presently employed in the following areas:

- (a) Coach Shop
- (b) Diesel Shop
- (c) Roller Bearing Shop
- (d) Hose Mounting Room
- (e) Air Brake Shop
- (f) Yard (Car Inspection)
- (g) Pool - (Car Shop - Heavy Track, Light Track, Spot Track)
(Outside - Back Up Tracks, Drop Fit, Van Tracks)

OVERTIME

- 1.** When overtime is required continuous with a shift, it shall be assigned to employees on the overtime list who are on duty at the time.
- 2.** When employees are required to be called for overtime work, employees on the overtime list for the area where the overtime work is required will be called first.
- 3.** When employees are not available from the area as specified in Clause 2 above, employees from the overtime lists of other areas will be called in the following order.

Overtime **Required** In:

<u>Coach Shop</u>	<u>Diesel Shop</u>	<u>Hose Mounting Room</u>
Pool	Pool	Air Brake
Air Brake	Coach Shop	Pool
Hose Mounting	Air Brake	Coach Shop
Roller Bearing	Hose Mounting	Roller Bearing
Yard	Roller Bearing	Yard
Diesel Shop	Yard	Diesel Shop
<u>Air Brake Shop</u>	<u>Roller Bearing</u>	<u>Yard</u>
<u>Shop</u>		
Hose Mounting	Pool	Pool
Pool	Coach Shop	Coach Shop
Coach Shop	Air Brake	Air Brake
Roller Bearing	Hose Mounting	Hose Mounting
Yard	Yard	Roller Bearing
Diesel Shop	Diesel Shop	Diesel Shop

pool

Yard
Coach Shop
Air Brake
Hose Mounting
Roller Bearing
Diesel Shop

4. Regular auxiliary list employees shall be entitled to pool Overtime, lowest hours to govern, after the Pool list has been exhausted.

5. Overtime lists will be prepared weekly by the union and once posted will not be changed.

6. Employees whose names are not on the overtime lists are not entitled to be called for overtime.

AUXILIARY SERVICE

General

- 1.** Regular and spare auxiliary men will be drawn from the pool.
- 2.** The regular auxiliary crew will consist of one cranesman and four groundmen.
- 3.** Carmen assigned to auxiliary service will be required to be available for call at all times and ready to report within one hour of call. They must leave their phone number with the designated officer. In the event that an assigned auxiliary crewman wishes to book off he must so notify the designated officer.

MAIN LINE DUTY

- 1.** The regular auxiliary crew will be used for all main line derailments for which the auxiliary crane is required. When meals are to be supplied in the crew car, a carman will be sent as Cook and a helper as ~~Cooke~~. The duties of the Cook will include looking after the crew cars at the wreck site.
- 2.** Depending on the seriousness of the mishap, when additional men are required, they will be called from the list of spare auxiliary men.
- 3.** When mobile cranes are used in lieu of rail cranes and men are required they will be called from the regular and spare auxiliary lists in seniority order.
- 4.** All auxiliary call list employees will be available for duty on the weekend immediately preceding vacations until the starting time of the first shift of their vacation. Employees choosing to

delay their vacations to continue working in auxiliary service or to respond to an auxiliary call cannot claim the penalty under Rule 47.1(L). Employees on vacation will again become available for auxiliary call immediately following the last shift of their vacation period. For the purposes of this paragraph, an employee's vacation shifts will be considered to be identical to his normal working shifts.

5. At derailments, the auxiliary crewmen will be under the direction of the auxiliary foreman or the foreman's designated representative of his superior officer.

6. Crews will be fed as nearly as possible within the limits of the fifth hour.

DERAILMENTS IN YARD

1. When derailments occur in the North Bay Yard, the following will apply:

(a) On Duty personnel may be used except that On Duty Auxiliary List personnel will be used in preference to other carmen.

(b) When it is necessary to call additional people, they will be called from the auxiliary list in seniority order except that the crane operator will be the first person called.

ROAD TRIPS

1. Road trips include main line mishaps not requiring the use of a crane and all other out of town trips for which the company requires carmen or helpers.

2. When employees are required for road trips, on duty employees from the pool overtime list will be used. When there are no on duty employees available the first man out on the overtime list who is next regularly scheduled to work will be called.

LOCAL TRIPS

1. DuPont trips will be assigned to men on the DuPont list. These will include trips to DuPont and checking cars in the yard for DuPont. (May also include CN Ramp).

2. Other local trips will include CN Station, Canadian Johns Manville, Freight Shads, and may also include the CN Ramp.

These trips may be assigned to regular employees on duty in the pool except that trips beginning within one hour of quitting time and overtime calls will be assigned to employees on the pool overtime list; on duty employees to be called first. When, in the opinion of the responsible supervisor, there is a distinct possibility that overtime will result from trips beginning prior to one hour before normal quitting time, such trips should also be assigned to employees on the pool overtime list; on duty employees to be called first.

This document supersedes all previous understandings concerning Auxiliary Service, Road Repair Work, Local Work and Overtime.

SIGNED AT NORTH BAY, ONTARIO ON THIS 20TH DAY OF OCTOBER 1975.

Lyle Davis
General Chairman

K. J. Moorehead
Chief Mechanical Officer

MEMORANDUM OF UNDERSTANDING BETWEEN
ONTARIO NORTHLAND RAILWAY AND THE
INTERNATIONAL ASSOCIATION OF MACHINISTS
AND AEROSPACE WORKERS ON ONTARIO
NORTHLAND RAILWAY

The purpose of this agreement is to outline steps to ensure an equitable means of distributing overtime to MACHINISTS, APPRENTICES and MACHINIST'S HELPERS employed at North Bay under Rule 5.14 of Wage Agreement 12. Nothing in this document will supersede other rules contained in Wage Agreement 12, and in the event of a conflict or a dispute, Wage Agreement 12 will take precedence.

Machinists, Machinist Apprentices and Machinist Helpers are presently employed in the following bulletined areas in North Bay:

Diesel Shop
Wheel House
Air-brake Shop
Maintenance
Machine Shop
Components

GENERAL OVERTIME RULES

1. Employees whose names are not on an Overtime List, are not entitled to be called for overtime.

2. When overtime is required continuous with a shift, it shall be assigned to the following:

a) For work, which is expected to involve more than four (4) hours of overtime, employees, whether on duty at the time or not, shall be called according to Rules 3 and 4.

b) Short calls (calls expected to be completed in under 2

hours) will be offered to the employee(s) working on the job. If declined, the area call list will be called and hours worked will be charged in both cases.

3. When employees are required for overtime work, employees on the Overtime List for the bulletined area where the work is required, will be called first.

4. When employees are not available for the bulletined area where the overtime is required, employees from the Master List will be called in order.

5. Employees will receive one telephone call to their home, allowing at least ten rings before deciding that there is no answer. If a situation occurs whereby an answering machine is reached, it will be treated as above and considered that there is no answer.

6. (a) Employees who are unavailable on account of sickness, sick leave, Workers' Compensation, leave of absence, jury duty, or bereavement leave will not be called, but will be charged. All absences under this Rule will begin immediately after last shift worked, and end at the beginning of the first shift back.

(b) Employees who, under doctor's advice, are restricted to "light duty", will not be eligible for overtime until such time that the doctor notifies in writing, that the employee is fit for regular duty. His/her name will be omitted from the Overtime List until this restriction is removed.

(c) Employees assigned to long term light duty jobs in bulletined areas, such as the Air Brake Shop, may be eligible to work overtime in those specific areas ONLY. The company and the union will meet to discuss each situation on an individual basis.

7. Overtime lists will be prepared weekly by the union and once posted, will not be changed. Any errors will be corrected the following week. HOURS WILL BE TALLIED ON

WEDNESDAY AND AN UPDATED LIST WILL BECOME EFFECTIVE FRIDAY AT 1600 HOURS.

8. All employees on the Overtime List will not be eligible for overtime immediately following their last working shift prior to their vacations. Eligibility for overtime will recommence three (3) hours prior to starting their first shift back from vacation. Employees will not be charged hours while on VACATION.

9. Employees transferring from one department to another, will bring their accumulated hours with them.

10. Apprentices coming out of their time will be added to the Overtime List with the "averaged" hours from the Master List. New additions to the staff will be added to the Master List with "Highest" Master List hours.

11. Personnel removing and reinstating their names from the Overtime List will be reinstated with "Highest" Master List hours.

12. If employees have an equal accumulation of hours, seniority will govern. (i.e., senior employee 1st out).

13. Employees not qualified for the job called, must turn down the call and will be charged for one 8 hour shift or actual hours worked, whichever is less (any shop or area).

14. Any employees working or scheduled to work during an overtime call, will not be called or charged.

15. Overtime calls are to be made by the Shop Committee on Day Shift, and by the supervisor on the Off Shifts.

16. (a) If an overtime call is terminated by the company, the employee is charged for hours worked.

(b) Employees terminating an overtime shift early, for any reason other than injury, will be charged the full 8 hour call.

17. If no employee accepts a call, the junior qualified employee on the seniority list will be forced to take the overtime call. Each employee may be forced for only one shift per employee's work week. Committee to be consulted.

18. Apprentices may only work overtime in the company of a journeyman/woman and only after all journeymen/women and helpers have had prior opportunity to work the overtime or by mutual agreement between the local union and company in the instance of specialized work that otherwise cannot be made available during regular working hours. Apprentices will be called from the call list (low hours to govern). Apprentices are considered on duty while attending Trade School.

19. If regular helpers and apprentices are not available, and an employee at the time of the call is occupying the position of temporary machinist helper, that employee will be called.

20. Relieving supervisors on duty, are not to be called or charged hours.

21. DOUBLE JEOPARDY RULE:

NO MEMBER WILL BE CALLED OR CHARGED FOR AN OVERTIME SHIFT MORE THAN ONCE.

Intent: No one gets charged more than once for any given shift, regardless the number of calls.

ROAD TRIPS

1. Work required on out of town road trips or with Car Department Auxiliary Service, will be called from **Backshop** List. Men who refuse an out of town call will be charged for one eight (8) hour call, not additional hours worked.

2. Certain circumstances may warrant using an employee with **specialized** training, such as (Airbrake, Mobile Equipment, Powerhouse Equipment or Welding). In such a case, the

Committee is to be consulted. Station Duty is EXCEPTED and not classed as a road trip.

WHEEL HOUSE

1. Employees shall be notified of overtime as early as possible. If an employee cannot be reached, that employee will be charged and the next employee will be called.
2. If the Wheel House Machinist Helper is not available, the supervisor may call a second Machinist from the Machinist Wheel House List, before Master List is called.

SHIFT CHANGES AND/OR TRADES

All employees on duty, due to a shift change/trade, will be eligible for overtime, continuous with the shift.

STATUTORY HOLIDAYS

1. Employees normally assigned to bulletined areas will be called from the respective bulletined overtime list to fill the requirement.

CANCELLED SHIFTS

1. Running work employees not required to work on Statutory Holiday, will be called first to fill their normal assignment.

* * * * *

This Memorandum of Understanding supersedes all previous Understandings concerning Road Trips and Overtime at North Bay.

This Agreement to commence February 4, 1994 and run on a trial basis until May 4, 1994.

PIPEFITTERS' OVERTIME

- Car Shop Overtime List - Diesel - Maintenance
- Diesel Shop List - Maintenance - Car
- Maintenance Shop List - Car - Diesel

OVERTIME

- 1.** When overtime is required continuous with a shift, it shall be assigned to employees on the overtime list who are on duty at the time.

- 2.** When employees are required to be called for overtime work, employees on the overtime list for the area where the overtime work is required will be called first.

John Lunnin
Local Chairman

Agreement Between Ontario Northland Railway and
International Association of Machinists, and
International Brotherhood of Electrical Workers
Governing Maintainers in the Maintenance of Way
Mechanical Equipment Repair Shops

1. Source of Employees

Maintainers will be drawn from the crafts represented by the International Association of Machinists and international Brotherhood of Electrical Workers.

2. Ratios

The ratio of machinists to electricians will be established separately for each shop.

(a) The ratios at the time of signing will be as follows:

North Bay - Two machinists to one electrician

Kirkland Lake - Two machinists to one electrician

if other shops are opened at a future date a ratio will be established separately for that shop based on proportions of work required to be done.

(b) Hereafter, when making additions or reductions to the staff, the proportions of mechanical and electrical work to be done will be used as a basis of the ratio of employees to be maintained and whether the employee to be added or laid off will be a machinist or an electrician.

(c) An assistant foreman appointed from the ranks of maintainer who still performs a reasonable amount of maintainer's work will be included in the ration count but one who is a full time supervisor will not be included.

3. Seniority

(a) Seniority of "Maintainers" will commence on the date of transfer to such classifications. Effective with the signing of this agreement, present maintainers will be accorded seniority as "machinist maintainer" or "electrician maintainer", as the case may be, using their present seniority dates. All maintainers will have home terminal seniority and system seniority.

(b) Employees transferring to this group will retain their seniority standing and will continue to accumulate seniority on their respective craft seniority lists.

(c) After serving as a maintainer for a minimum period of two years, an employee may request the right to bid on a bulletined position in his/her original craft stating the reason for which request is made. The request will be judged on its merits and its allowance will be subject to the mutual agreement of the Chief Engineer, Chief Mechanical Officer and the local committee of the craft involved. Employees returning to a craft position under this clause will immediately be removed from the maintainers' seniority list.

(d) A maintainer appointed to a position with the company not covered by this or any other collective agreement will retain seniority rights and continue to accumulate seniority as a maintainer. If released from such position, the employee may only exercise seniority to his/her home seniority terminal displacing the junior machinist maintainer or electrician maintainer, as the case may be, at the terminal.

(e) In case of a reduction in staff or displacement, the laid off maintainer will be permitted to return to his/her original craft by displacing the junior person in his/her respective classification.

4. Bulletining and Filling of Positions

(a) Permanent Positions

(i) Before a permanent position is bulletined, it will be established whether the requirement is for a machinist maintainer or an electrician maintainer as per Rule 2(b) above.

(ii) The position will then be advertised to all machinist maintainers or electrician maintainers, as the case may be on the system.

(iii) If there are no applications received the position will be advertised to the machinists' craft or the electricians' craft as the case may be.

(iv) Should there be no applications, the company may hire a person with the necessary qualifications and such employee shall be classified as a "machinist maintainer", or "electrician maintainer" as the case may be. Such employees will be subject to a probationary period of 65 cumulative days of work.

(v) As an alternative to Clause (iv) above the company may, at its option, seek to fill the vacancy from the "other" craft (either a machinist or an electrician, as the case may be) without further regard to the ratio.

(b) Temporary Vacancies

Generally, temporary vacancies will be filled at the discretion of management using the following guidelines:

(i) Employees holding seniority as maintainer but unable to hold a permanent position as such will be used first.

(ii) If there are no such employees, then the craft of which the greater proportion of the work is required will be canvassed first and then the other craft.

(iii) If there are no applicants the company may fill the job from other sources.

5. Supervision

Maintainers will be under the supervision of the Maintenance of Way Department.

6. Grievances

Grievances will be handled in accordance with the grievance procedure for the craft concerned first to the Superintendent, M. of W.; Step 1 will be the Chief Engineer and Step 2 to the General Manager.

7. Other Provisions

Except as specifically stated herein, working conditions and rates of pay will be governed by the collective agreement applicable to the machinists' and electricians' craft. (Presently Agreement No. 12)

8. Work Assignments

Maintainers will be expected to do all mechanical and electrical work on Maintenance of Way work equipment assigned to them and each maintainer will do the work of both crafts to the best of their ability. Such equipment may include: track motor cars, tie tampers, track welders, cranes, ditchers, air compressors, power tools, etc., including the maintenance of boarding car lighting plants but excluding the installation of such plants and the wiring of boarding cars.

9. Mechanical Dept. Work

This agreement does not prohibit Maintenance of Way equipment being brought into Mechanical Department shops as required, but when in such shops the work will be done by Mechanical Department employees. As required, machinists apprentices will continue to serve a period of training in this department as in the past.

10. Nothing in this agreement shall detract from the working agreement currently in effect with the Brotherhood of Maintenance of Way Employees.

11. The agreement dated October 29, 1956 is hereby cancelled.

Signed at North Bay, Ontario this 15th day of March 1988.

For the International Association
of Machinists:

R. S. Barker
General Chairman

For Ontario Northland
Railway:

P. A. Dymont
General Manager

For International Brotherhood
of Electrical Workers:

B. J. Garland
General Chairman

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. & 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 Railway 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
General Vice-President
Bro. of Railway C. of A.

North Bay, Ontario
November 6, 1967

**Jurisdictional Agreement Between Local 361 of the
United Association of Journeymen and Apprentices of
the Plumbing and Pipefitting Industry of the
United States and Canada and the Brotherhood of
Maintenance of Way Employees, Canadian National
System Federation (Western Lines)**

It is agreed that pipefitting and plumbing work will be distributed as follows:

Buildings	B. & B.	Pipefitters
North Bay General Offices and Freight Shed	Hot & cold water lines, plumbing & water fountains	Steam & hot water heat distributions systems
Stores Dept.	Hot & cold water lines, plumbing & water fountains	
Bus Garage	Hot & cold water lines, plumbing & water fountains	Steam heat distribution system, air & gas piping
Yard Office	Hot & cold water lines, plumbing & water fountains	Steam heat distribution system
North Bay Shops New Car Shop Diesel Shop Wheel House Powerhouse Paint Shop Coach Tracks Rip Tracks Timmins Shop Cochrane Moosonee Rouyn Shop Englehart	All water fountains Also all plumbing in washrooms and lunchrooms. Drains & sewers. Water mains below ground.	Steam heat distribution system. Hot water tanks. All hot & cold water lines other than washrooms & lunchrooms. Air, gas & oil lines. All fuelling lines & standards. Water standards above ground.

Buldngs**B. & B.****Pipeflters**

Stations & Railway
owned Bunkhouses

Hot & cold water
lines, plumbing &
water fountains.
Low pressure steam
(15 psi) & hot water
heat distribution
systems.

Nil

Signed at North Bay, Ontario this 6th day of May, 1975.

R.H. Rivers
Randy C. Ollivier

R. M. Adams

Memorandum of Interpretation Between Ontario
Northland Railway and the Brotherhood of Railway
Carmen of United **States and Canada, Covering the**
Application of Rule 6 of this Wage Agreement to
Employees Represented by the Brotherhood **Railway**
Carmen of United States and Canada,
Effective September 1, 1975

It is agreed that effective September 1, 1975, the following interpretation of Rule 6 of Wage Agreement No. 16(12) will apply to employees represented by the Brotherhood of Railway Carmen of United States and Canada.

Rule 6

6.1 In the event a work force is required to perform emergency or wrecking service away from the home terminal, employees regularly assigned to work at a shop, engine house, repair track or inspection point, will be engaged in such service and paid in accordance with the following rules.

Emergency **Service Assignments**

6.2 Emergency service is defined as a call of any duration which does not utilize an auxiliary wrecking outfit except as provided in Rule 6.11.

6.3 Employees used in emergency service during their regular work hours will be paid from time of departure from home terminal until released upon return to home terminal. If called during overtime hours, they shall be considered to have been in emergency service from time called, except that an employee may be notified to report for a specific time, in which event he would be accorded one hour preparatory time. This exception means an employee may be notified to report during the day before the assignment is scheduled to commence.

6.4 Employees returning from emergency service who commenced such service prior to the 8 hour period immediately

preceding the starting time of their regular assignment at their home location, and who because of such service have been unable to secure five hours rest immediately prior to starting time of their regular assignment at their home location, shall be accorded a minimum of five hours rest with no loss of pay before being requested to report on their regular assignment at home location. Such five hours shall commence from the time the employees are released from service at their home location.

6.5 Employees will be called as nearly as possible one hour before departure from home terminal. Upon return to home terminal they will deliver tools at points designated.

6.6 Employees called for emergency service shall be paid at straight time rates for all time working, waiting or travelling during those hours within their regular hours of duty as established at the home terminal, and time and one-half during overtime hours except as otherwise provided in Rule 2.2. Such employees relieved from duty for five hours or more between the hours of 9:00 p.m. and 7:00 a.m. will not be paid for such time, provided sleeping accommodation is available and provided they are not travelling during such five hours or more.

6.7 Employees called during overtime hours for emergency service who report for work but not used, will be paid the equivalent of four hours at straight time rates.

6.8 Employees called for emergency service who are thereby prevented from working their regular hours at their home terminal, shall be paid for a total of not less than the equivalent of eight hours at straight time rates for each regular work day. This rule shall also apply on rest days with the exception that, if held over on rest days and not required to work they shall be paid a maximum of eight hours at straight time rates for each rest day so held.

6.9 Employees Called for emergency service where meals and lodging are not provided, shall be allowed actual necessary expenses. Receipts to cover actual necessary expenses are

not required, except when such expenses exceed \$1.25 per day.

6.10 The methods of payment provided for in this Rule shall apply except as they may be affected by the application of the provisions governing service on general holidays.

Wrecking Service Assignments

6.11 Wrecking Service is defined as a call of any duration requiring the use of an auxiliary wrecking outfit. A second or subsequent call to a wreck to perform cleanup operations shall be considered wrecking service except that the 24 hours continuous service provision of Rule 6.16 shall not apply.

6.12 Employees used in wrecking service during their regular work hours will be paid from time of departure from home terminal until release upon return to home terminal. If called during overtime hours they shall be considered to have been in wrecking service from time called except that an employee may be notified to report for a specific time, in which event he would be accorded one hour preparatory time. This exception means an employee may be notified to report during the day before the assignment is scheduled to commence.

6.13 Employees returning from wrecking service who commenced such service prior to the 8 hour period immediately preceding the starting time of their regular assignment at their home location, and who because of such service have been unable to secure five hours rest immediately prior to the starting time of their regular assignment at their home location, shall be accorded a minimum of five hours rest with no loss of pay before being requested to report on their regular assignment at home location. Such five hours shall commence from the time the employees are released from service at their home location

6.14 Employees in wrecking service will, upon return to home terminal, deliver tools at points designated.

6.15 Except as provided in Rule 6.16, employees called for wrecking service shall be paid at straight time rates for all time working, waiting or travelling during those hours within their regular hour of duty as established at the home terminal, and time and one-half during overtime hours.

6.16 Employees engaged in wrecking service, provided they are in such service for a continuous period of twenty-four hours, will be considered as in continuous service for the first twenty-four hour period for five hours or more, will not be paid for such time, provided sleeping accommodation is available and provided they are not travelling during such five hours or more. After the first 24-hour period, all employees shall be considered to have assigned hours of 8:00 a.m. to 4:00 p.m.

6.17 Employees called during overtime hours for wrecking service who report for work but not used, will be paid the equivalent of four hours at straight time rates.

6.18 Employees called for wrecking service who are thereby prevented from working their regular hours at their home terminal, shall be paid for a total of not less than the equivalent of eight hours at straight time rates for each regular work day. This rule shall also apply on rest days with the exception that, if held over on rest days and not requested to work they shall be paid a maximum of eight hours at straight time rate for each rest day so held.

6.19 Employees called for wrecking service where meals and lodging are not provided, shall be allowed actual necessary expenses. Receipts to cover actual necessary expenses are not required except when such expenses exceed \$1.25 per day.

6.20 The methods of payment provided for in this Rule shall apply except as they may be affected by the application of the provisions governing service on general holidays.

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 here 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 furnishing 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 1989.

For Brotherhood of Maintenance
of Way Employees:

For Ontario Northland
Railway:

D. Locke
R.F. Liberty

P. A. Dymont
General Manager

For Brotherhood of Railway Carmen

Andre Bedard

EMPLOYMENT SECURITY
and
INCOME MAINTENANCE AGREEMENT
for
ASSOCIATED SHOP UNIONS

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This Agreement made effective this 12th day of April 1992, cancels and supersedes for the Unions signatory hereto as specified in Appendix "A" to this Agreement dated February 24, 1986, between Ontario Northland Railway and the **Organizations** signatory thereto:

THIS AGREEMENT IS:

between

ONTARIO NORTHLAND TRANSPORTATION
COMMISSION

called "the Company"

of the One Part

and

ORGANIZATIONS SIGNATORY HERETO

of the Other Part

ARTICLE 1

Definitions

A. (i) "Employment Security" means that an employee who has completed 8 years of Cumulative Compensated Service with the Company will have Employment Security as provided in Article 7.

(ii) "Preferred Employment Security" means that an employee who has 7 years of service with the company will have preferred Employment Security as provided in Article 7A.

B. "Eligible Employee" means an employee of the company represented by one of the **Organizations** signatory hereto who is eligible for the benefits pursuant to the eligibility requirements of Articles 4 or 6.

C. "Committee" means the Administrative Committee appointed pursuant to Article 2.

D. "Basic Weekly Rate" means the Basic Weekly Rate of pay applicable to the positions held at the time of change. (Hourly rated employees, 40 x the basic hourly rate; seasonal and spare employees, 80 percent of average weekly earnings over the eight weeks preceding layoff.)

E. "Seniority District/Territory" means that Seniority District/Territory as defined in the applicable collective agreement.

F. "The Plan" means the benefits and terms and conditions relating thereto as agreed for the employees of the Company, as defined herein, which benefit, terms and conditions appear in this Agreement.

G. "Cumulative Compensated Service" means:

(i) One month of Cumulative Compensated Service will consist of 21 days or major portion thereof.

(ii) Twelve months of Cumulative Compensated Service calculated from the last date of entry into the Company's service as a new employee. For partial year credit, six or more months of Cumulative Compensated Service shall be considered as the major portion thereof and shall be counted as a year of credit towards computation of severance of layoff benefits. Service of less than six months of Cumulative Compensated Service shall not be included in the computation.

(iii) For an employee who renders compensated working service in any calendar year, time off duty, account bona fide illness, injury, **authorized** maternity 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 computation of Cumulative Compensated Service.

H. "Admitted Group" means those groups which have been admitted to coverage under The Plan as provided in Article 3.

I. "Master Agreement" means the Master Agreement signed between the Company and the Associated Shop Unions (A.S.U) on April 12, 1992.

Article 1.1

General Provisions

1.1 (a) Employees have no vested rights to payments under the plan except to payments during a period of unemployment specified in the plan.

(b) Any guaranteed annual **renumeration** of deferred **renumeration** or severance pay benefits are not reduced or increased by payments received under this plan.

ARTICLE 2

The Administrative Committee

2.1 There is hereby established a Committee to be known as the Administrative Committee consisting of six members, three of whom shall be appointed by the Company and three of whom shall be nominated by the **Organizations**.

2.2 The members of the **Committee** shall be appointed to a 3 year term and shall hold office until the **31st** day of December, 3 years following the date of their appointment. At the same time and in the same manner, a like number of substitutes shall also be named. Should a vacancy occur on the Committee, whether temporary or otherwise, the vacancy shall be filled by one of the substitute members appointed by the same body which appointed the original member. Each party shall notify the other, in writing, of the members and substitutes appointed to the Committee within five days of the date of their appointment.

2.3 The Notice referred to in Article **2.2** shall be given in the manner following:

(a) Notice on behalf of the **Organization** shall be given by the Chairperson, Associated Shop Unions signatory hereto (or a person **authorized** by him/her), addressed, and mailed by registered post, to the President, Ontario Northland Transportation Commission, **555 Oak Street E.**, North Bay, Ontario. **P1B 8L3**.

(b) Notice on behalf of the Company shall be given by the President or a person **authorized** by him/her, addressed and mailed by registered post, to the Chairperson, Joint Negotiating Committee of the **Organizations**.

2.4 Four members of the Committee shall be a quorum.

2.5 The members of the Committee shall elect from their own number, two Co-Chairpersons, one from the **Organizations**, and one from the Company, who shall hold office until the **31st** day of December of the year for which they are appointed, or until such earlier day as may be fixed by the Committee.

2.6 Each member of the Committee present at a meeting shall have the right to cast one vote on each question. Decisions of the Committee shall be carried by majority votes, **except** as herein otherwise provided and shall be final and binding.

Grievance Procedure and Final Disposition of Disputes

2.7 Except as- otherwise provided in The Plan, should any dispute arise respecting the meaning, interpretation, application, administration or alleged violation of The Plan, such dispute shall start at Step 3 of the grievance procedure as defined in the applicable collective agreement.

2.8 Failing settlement of such dispute at the final step of the grievance procedure, should either party **elect** to progress the

dispute it shall do so by referring it to the question of whether or not a change is a technological, operational or **organizational** one as contemplated under Article 8.1 of The Plan, then such dispute shall be progressed to arbitration under the provisions of the applicable **collective** agreement.

2.9 The request to have the Committee adjudicate upon a dispute must be submitted in writing within sixty days of the date a decision was rendered at the final step of the Grievance Procedure. The request shall be submitted in writing to the **Co-Chairman** of the Committee and shall be accompanied by a joint statement of issue and joint statement of facts. If the parties cannot agree upon such joint statement either or each, upon notice in writing to the other, may submit a separate statement to the Co-Chairman of the Committee.

2.10 Except as otherwise provided in this Supplemental Agreement, in the event the Administrative Committee is unable to reach a decision on any question, any three members of the committee may require the question to be referred to an arbitrator. If the Administrative Committee is unable to reach a decision on the selection of a referee, it shall apply to the Minister of Labour of Canada for appointment of an arbitrator.

2.11 When a question has been referred to an Arbitrator as provided for in Article 2.10 hereof, the Arbitrator shall have all powers of the Committee as set out in Article 3 hereof in respect of that question. The Arbitrator shall have no power to add to, subtract from, or modify any of the terms of The Plan of any other collective agreement. The decision of the Arbitrator shall be final and binding.

2.12 The committee shall meet quarterly or more often as it may determine.

Powers of the **Administrative Committee**

3.1 Subject to the provisions of The Plan, the Committee shall have full and unrestricted power and authority and exclusive jurisdiction to deal with and adjudicate upon all matters relative to The Plan, which does not add to, subtract from, or modify any of the terms of The Plan or any other collective agreement. The Committee shall not have any power to deal with and adjudicate upon any benefits not specifically provided for in The Plan nor in any subsequent plan reached between the Company and any Union or Unions signatory hereto.

3.2 (a) Notwithstanding the provisions of Article 3.1 the following types of cases not specifically covered by The Plan may be submitted to the Committee- for adjudication and payment of benefits, but such cases shall not be subjected to arbitration:

(i) special case(s) involving extenuating circumstances

(ii) special case(s) of temporary layoffs of not more than 16 weeks lending themselves to an orderly implementation of layoff procedures based on the principle of inverse seniority. Where it is agreed that such special case(s) exists, this principle is to be applied at the work location where the layoffs are occurring, and on an optional bases, after all employees with less than two years service have been laid off.

(iii) special case(s) of permanent staff reductions lending themselves to 'special offers of optional early retirement separation allowances to employees eligible, or within one year of eligibility, to retire under Company pension rules so as to prevent the otherwise unavoidable relocation and permanent separation of employees with two or more years' service. The separation allowance to apply in each such special case of optional early retirement is to be a lump sum payment calculated on the basis of the following formula:

<u>Years of Cumulative Compensated Service</u>	<u>Number of Weeks Salary Credited for Each Year of Service Remaining to Normal Retirement</u>
35 or more	4.0
34	3.9
33	3.8
32	3.7
31	3.6
30	3.5
29	3.4
28	3.3
27	3.2
26	3.1
25 or less	3.0

NOTE: (a) A partial year of service remaining to normal retirement is to be expressed on a monthly basis, e.g., 4 years and 1 month (or major portion thereof) equals 4 1/12 (4.083) years.

(b) One week's salary shall be the employee's Basic Weekly Rate at the time of the of the change.

(b) The Committee may only approve such special case(s) conditional upon the Committee's observation of the following governing principles:

(i) approval of such special case(s) shall not involve increasing the existing benefit levels in The Plan.

(ii) approval of such special case(s) shall not be incompatible with the terms of The Plan.

(iii) approval of such special case(s) referred to in Article 3.2 (a)(i) and (ii) above shall not involve costs higher than 90% of the costs which would otherwise have been incurred as a result of the standard application of The Plan.

(iv) approval of any special case(s) under Article 3.2(a)(ii) shall be contingent upon notification by the Canada Employment and Immigration Commission that employees who avail themselves of such an inverse seniority layoff procedure will not be disqualified nor **disentitled** from unemployment insurance benefits for so doing.

(v) approval of such special case(s) shall not involve the modification of any Company plan or agreement dealing with such matters as pensions, health and welfare, etc.

(vi) approval of special case(s) involving special offers of optional early retirement separation allowances shall include the payment of money to the Pension Fund if it is demonstrated that such early retirements result in additional costs to the Pension Fund.

(c) The foregoing procedures shall not alter the effective date of staff reductions.

3.3 The Committee shall have the power to admit to coverage under The Plan any applicant bargaining unit that has a collective agreement with the company subject to such conditions as may be determined from time to time by the Committee. Unless otherwise agreed between the Company and the Union making application for admission, any admitted group can only be admitted under the same terms and conditions as apply to other employees in The Plan.

A union and employer who wish to seek admission to The Plan for an appropriate bargaining- unit, must make a joint application addressed to the Co-Chairman of the Committee.

ARTICLE 4

Weekly Layoff **Benefits** and *Severance* Payments **Benefits Accumulation - Layoff Payments**

4.1 (a) An employee who has two years or more of continuous employment relationship at the beginning of the calendar year shall be allowed a gross layoff benefit credit of five weeks for each year of cumulative compensated service.

NOTE: In arriving at net layoff benefits available for an employee, any previous layoff payments made from the Employment Security and Income Maintenance Plan, under the provisions of Article 4 of The Plan must be taken into account on a "weeks of benefits paid" basis. For example, if an employee with 5 years Cumulative Compensated Service was laid off under the provisions of The Plan, he/she would be treated as follows:

Gross weeks of layoff benefits entitlement	
- 10 (yrs) x 5 (weeks)	50 weeks
Less weeks of layoff benefits paid under the provisions of previous Employment Security and Income Maintenance Plan and Article 4 of this Plan	<u>10 weeks</u>
Net Layoff Benefit Available	40 weeks

(b) Except as provided in Article 4.3 of The Plan, an Eligible employee who is laid off, **and** whose layoff benefit credit is reduced due to weekly layoff benefit payment being made during the period of layoff in accordance with Article 4 of The Plan, will, on recall accumulate layoff benefit credits in accordance with the above provisions.

4.2 The above layoff benefit will apply until such time as the employee has completed **20** years of Cumulative Compensated Service, when the following maximum layoff benefit will apply:

<u>Years of Cumulative Compensated Service</u>	<u>Maximum Period for Which Weekly Benefits Payable for each Period of Layoff</u>
20 yrs. or more but less than 25 years	3 years
25 yrs. or more but less than 30 years	4 years
30 years or more	5 years

4.3 An employee who, at the beginning of the calendar year, has completed **12** years of Cumulative Compensated Service and subsequently receives weekly benefits due to layoff, in accordance with the provisions of Article 4 of The Plan, shall, upon return to service after termination of layoff, be credited with the accumulated layoff benefit weeks he had to his/her credit at the time of layoff.

4.4 (a) An employee who is not disqualified under Clause (d) hereof, shall be eligible for a benefit payment in respect of each full week of seven consecutive calendar days of layoff (herein called "a claim week") or to a severance payment provided he/she meets all of the following requirements:

(i) He/she has two **years** of more of continuous employment relationship at the beginning of the calendar year in which the period of continuous layoff in which the claim week occurs began, (calendar year shall be deemed to run from January 1 **st** to December **31st**);

(ii) For weekly layoff benefit payment, a continuous waiting period of seven days in the period of layoff has expired. Each period of layoff will require a new seven-day waiting period in order to establish eligibility for weekly layoff benefits, except that once an employee has been on layoff for more than seven days, and is recalled to work for a period of less than ninety calendar days, such employee will immediately become eligible

for weekly layoff benefits upon layoff within such ninety days.

(iii) He/she has made application for benefits in the prescribed form and in accordance with the procedures prescribed by the **Committee**;

(iv) He/she has exercised full seniority rights on his/her basic Seniority Territory as provided for in the relevant collective agreement, except as otherwise expressly provided in Clause (d), paragraphs (ii) and (iii) of this Article 4.4.

(b) Notwithstanding any other provisions in The Plan, if upon the effective date of resignation from the Company's service an employee is eligible for an early retirement pension, he/she will not be eligible for a severance payment.

(c) An employee who, on being laid off, does not qualify under paragraph (i) of Article 4.4(a) shall, if still laid off in the next calendar year, qualify under said paragraph (i) if at the beginning of said next calendar year he/she has two years of continuous employment relationship. The seven-day waiting period provided in paragraph (ii) of Article 4.4(a) shall commence from the 1st day of January of that year.

(d) Notwithstanding anything to the contrary in this Article, an employee will not be regarded as laid off:

(i) During any day or period in which his/her employment is interrupted by leave of absence for any reason, sickness, injury disciplinary action (including time held out of service pending investigation), failure to exercise seniority (except as otherwise expressly provided for in Clause (d)(ii) of this Article 4.4), to retirement, Act of God, including, but not limited to fire, flood, tempest, or earthquake or a reduction of cessation of work due to strikes by employees of the Company;

(ii) During any interval between the time that he/she is recalled to the service of the Company after a period of layoff, and the time at which he/she actually resumes work during any

waiting period provided for in the relevant collective agreement; except that an employee who does not, as a consequence of the foregoing, return to service on the day work is available shall be governed by the provision of Article 4.6 of The Plan, on the same basis as if he/she had returned to work on the date such work became available.

(iii) If he/she declines, for any reason, other than as expressly provided for in Clause (d)(ii) of this Article 4.4, recall to work on his/her basis Seniority Territory in accordance with the seniority provisions of the relevant collective agreement.

(iv) In respect of any period in which he/she is receiving other payments of any kind or nature directly from the Company, except as otherwise expressly provided in Article 4.6.

(v) During any **recognized** period of seasonal layoff as defined in Article 10.

(vi) After his/her dismissal from the service of the Company.

Claim Procedure

4.5 An Eligible Employee, as defined in Article 4.4 may, at the expiration of the seven-day waiting period specified in paragraph (ii) of Clause (a) of said Article 4.4, make application to a designated officer, in the form and manner prescribed by the Committee, for a weekly layoff benefit as follows:

(a) Employees with TWO or more years of continuous employment relationship and LESS THAN TWENTY YEAR'S SERVICE:

(i) A weekly layoff benefit for each completed week of seven calendar days laid off following the seven-day waiting period referred to in Article 4.4, of an amount which, when added to unemployment insurance **benefits** and/or outside unemployment insurance for such week, will result in the employee receiving **80** percent of his/her Basic Weekly Rate at time of layoff.

(ii) During any week following the seven-day waiting period referred to in Article 4.4, in which an Eligible Employee is not eligible for unemployment insurance benefits account eligibility for such benefits having been exhausted or account such employee not being insured for unemployment insurance benefits, nor account unemployment insurance waiting period, such employee may claim a weekly layoff benefit for each complete week of seven calendar days laid off of the maximum unemployment insurance weekly benefit currently in force (for 1992 the maximum unemployment insurance weekly benefit is \$426.) or such lesser amount which, when added to the employee's outside earnings for such week, will result in the employee receiving 80 percent of his/her Basic Weekly Rate at time of layoff.

(iii) Weekly layoff benefits provided for under Article 4.5 shall cease when benefit accumulation as specified in Article 4.1.

(b) Employees with TWENTY OR MORE YEARS' of cumulative Compensated Service:

(i) A weekly layoff benefit for each completed week of seven calendar days laid off following the seven day waiting period referred to in Article 4.4 of an amount which, when added to unemployment insurance benefits and/or outside earnings in excess of those allowance under unemployment insurance for such week, will result in the employee receiving 80 percent of his/her Basic **Weekly** Rate at time of layoff.

(ii) During any week following the seven day waiting period referred to in Article 4.4, in which an Eligible Employee is not **eligible** for unemployment insurance benefits account eligibility for such benefits having been exhausted or account such employee not being insured for unemployment insurance benefits, or account unemployment insurance waiting period, such employee may claim a weekly layoff benefit for each complete week of seven calendar days laid off of an amount which when added to the employee's outside earnings for such week, will result in the employee receiving 80 percent of his/her Basic Weekly Rate at time of layoff.

(c) It shall be the responsibility of the employee to report for **each** week for which he/she is claiming a **weekly** layoff benefit under The Plan, any amounts received from the Canada Employment and Immigration Commission in respect of such week, as well as any wages earned during such week while employed outside the Company. In the event an employee does not report all such outside earnings for **any** particular week, this will be interpreted as notice from him/her that his/her outside earnings for such week are the same as those for the previous week.

4.6 No weekly layoff benefit will be made for parts of a claim week as defined in Clause (a) of Article 4.4 except that:

(a) Recall not covered by Article 4.6(b) below

An employee who has qualified for weekly layoff benefits in accordance with Clause (a) of Article 4.4 and who returns to work for part of the last claim week and thereby receives earnings from the Company in the last claim week may make application for a partial weekly layoff benefit which, when added to the earnings received in that week and to unemployment insurance benefits and/or outside earnings in excess of those allowable under unemployment insurance for such week will result in the employee receiving **80** percent of his/her basic Weekly Rate at time of layoff.

(b) Temporary recall for less than five working days

An employee who has qualified for weekly layoff benefits in accordance with Clause (a) of Article 4.4 will not have his/her weekly benefit payment reduced for any claim week during which he/she returned to the service temporarily for less than five working days.

Example of Payments for **Part** Week on Recall

4.7 Assume that an employee with a rate of **\$15.00** per hour (**\$120**.per day, **\$600**. per week) is laid off Friday, February 8,

1992 (last day worked February 7th) and recalled to work Wednesday, March 17, 1992. This is 41 days, or 5 weeks and 6 days.

For the purpose of this illustration, the employee's plan claim week is Friday to Thursday and the unemployment insurance claim week is Sunday to Saturday.

In these circumstances the employee's benefit entitlement would be as follows:

Plan Claim Week 1

Nil (waiting period)

Plan Claim Week 2

(i) employee with less than 20 years of service - unemployment insurance maximum - \$426. (from The Plan).

(ii) employee with 20 or more years of service - (80% x \$600. = \$480.) from The Plan

Plan Claim Weeks 3, 4 and 5

80% of Basic Weekly Rate at the time of layoff - (80% x \$600.) - \$480. (\$426. unemployment insurance and \$54. from The Plan).

Last Plan Claim Week (March 8 - March 14/92 Inc.)

For unemployment insurance purposes, employee works 2 days, (March 14 and 15 - both of which days fall in one unemployment insurance claim week) - Earnings \$240.

Deduct unemployment insurance allowable earnings (25% of employee's unemployment insurance entitlement of \$426.)

\$106.

Net earnings for unemployment insurance purposes

\$134.

Unemployment insurance entitlement during last plan claim week (\$426. - \$134.) **\$292.**

In order to make up the 80% of the Basic Weekly Rate during the last plan claim week - i.e., \$480., the employee would receive:

One day's wages for Thursday, March 14, the last day of the plan claim week **\$120.**

Unemployment insurance entitlement **\$292.**

From The Plan **\$ 68.**

TOTAL \$480.

30 Severance Payment

1 **4.8** (a) For each year Cumulative Compensated Service or major portion thereof, an employee will be allowed credit weeks as follows for the calculation of severance payment.

31
n (i) For each of the first ten years - one week's basic weekly pay

32
20 (ii) For each of the eleventh and subsequent years - two week's basic weekly pay

33
98 (b) An employee eligible for a severance payment who resigns and, who at a later date will become eligible for an early retirement pension. The basic pay is to be calculated at the employee's Basic Rate in effect at the time of his/her resignation.

✓ (c) An Eligible Employee may, upon submission of formal resignation from the Company's service, claim a severance payment as set forth above, but such **severance** payment will not in any event exceed the value of one and one-half year's salary at the Basic Weekly Rate of the position held at the time he/she was laid off.

(d) An employee will have seven calendar days from the date of lay off to decide to claim a severance payment under this Article.

Special **Provisions** for Employees **with 20** Years
or More of Cumulative Compensated Service

4.9 (a) An employee with **20** years of Cumulative Compensated Service who, in any calendar year, is laid off and unable to hold work on his/her basic Seniority Territory shall, upon return to work, count the period of layoff, up to a maximum of **100** days in any such calendar year from **1976** on, towards the qualifying period for vacation in the ensuing years: such period of layoff in one year shall, upon return to work, also count as service for determining the vacation entitlement in the following year. Layoff days credited for vacation purposes shall not be used in any other manner to obtain additional credit.

(b) An employee with **20** years of Cumulative Compensated Service who is laid off and unable to hold work on his/her basic Seniority Territory will have his/her group life insurance continued during the period of layoff, up to a maximum period of two years from date of layoff.

(c) An employee with **20** years of Cumulative Compensated Service who is laid off and unable to work on his/her basic Seniority Territory, in a province where **medicare** premiums the Company will pay the **medicare** premiums up to the amount of the maximum **medicare** allowance provided under the existing collective agreements, up to a maximum period of two years from date of layoff.

4.10 Any agreement reached between parties will not be valid in respect of benefits under The Plan unless approved by the Canada Employment and Immigration Commission on the unemployment insurance payments by reason of supplemental unemployment benefits. Notwithstanding anything contained in The Plan, no Eligible Employee will receive for any week, a

layoff payment under The Plan in excess of that which can be allowed the employee without any reduction in his/her unemployment insurance payment.

4.11 An employee who is on layoff on the effective date of The Plan and not receiving weekly layoff benefits, but who now qualifies for benefit payments in accordance with the terms of The Plan, shall be entitled to claim weekly layoff benefit payments for the period of layoff subsequent to the date such claim is received by the designated Company officer provided such claim is submitted within sixty calendar days of the effective date prior to the date claim is received by the designated Company officer shall be applied to the waiting period defined in Article 4.4(a)(ii). Such employee who fails to file a claim within sixty calendar days of the effective date of The Plan will forfeit his/her right to any benefit payments unless subsequently returned to work and again laid off.

ARTICLE 5

Training of Employees

5.1 **5.1** An employee who has Employment Security under the provisions of Article 7 of The Plan who has his/her position abolished and is unable to hold work due to a lack of qualifications, will be trained for another position within (if necessary) in order to fill a position in keeping with the provisions of Article 7. Training (if necessary) will be provided for a position for which he/she has the suitability and adaptability to perform the duties of that position. Such employee will receive the **40-hour** straight time pay associated with his/her last railway classification during his/her period of training (hourly rate employees, **40** x the basic hourly rate: seasonal and spare employees, **40** x the average hourly earnings over the eight weeks preceding layoff).

5.2 An employee who does not have Employment Security under the provisions of Article 7 and has two or more years of Cumulative Compensated Service and:

(a) has been laid off or who has been advised that he/she may be laid off and who is, or will be, unable to hold other work in the Company because of lack of qualifications, or,

(b) will be adversely affected by a notice served pursuant to Article 8 of The Plan requiring an employee to relocate or suffer a substantial reduction in his/her rate of pay,

will be considered for training for another position within or without his/her seniority group, providing he/she has the suitability and adaptability to perform the duties of that position and provided he/she has indicated a willingness to work in the job for which he/she may be trained whenever vacancies exist.

5.3 At the option of the Company, training provided under the provisions of either Articles 5.1 or 5.2 may be:

(a) at training classes conducted by qualified Company personnel

(b) at classes conducted by an approved training agency.

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The type of training for which an employee may apply must:

(i) qualify the employee for a **recognized** Company position;

(ii) offer a likelihood of employment in the Company on completion of the training period in a position for which the employee has been qualified; or

(iii) in the case of employees with **20** or more years of Cumulative Compensated Service, include the possibility of qualifying the employee for employment within or without the railway industry.

5.4 An employee covered by the provisions of Article 5.2 will receive **80** percent of the Basic Weekly Rate of his/her last job classification during his/her period of training. In addition, he/she will be provided for the training period with books,

equipment, tools and allowed other necessary supplementary expenses associated with the training program.

5.5 Should an employee covered by the provisions of Article 5.2 be recalled from layoff before the scheduled completion of training, the employee will be allowed to complete the program without 'forfeiture of pay or seniority rights.

5.6 Notwithstanding any agreement to the contrary, the Company may require an employee who has completed a training program to take a position for which he/she has been trained.

5.7 In addition, the Company, where necessary and after discussion with any **Organization** signatory to The Plan, will provide classes (after work or as arranged) to prepare present Company employees for upgrading, adaptation to technological change and anticipated new types of employment in the Company. The cost of such retraining will be borne by the Company.

5.8 Upon request, the subject of training of an employee or groups of employees under any of the above provisions will be discussed by the Local Chairperson or- equivalent and the appropriate officer of the Company either prior to or at the time of layoff or at the time of the serving of the notice pursuant to Article 8 or as retraining under Article 5.7 is considered. Any unresolved differences between the parties concerning the usefulness of training for future Company service, the necessity for retraining, or the suitability and adaptability of an employee for training, may be progressed to arbitration in keeping with Article 2.10 of The Plan.

ARTICLE 6

Relocation Expenses

Eligibility

6.1 To be eligible for relocation expenses an employee:

(a) must have been laid off or displaced, under conditions where such layoff or displacement is likely to be of a permanent nature, with the result that no work is available at his/her home location and in order to hold other work in the Company, such employee is required to relocate; or

(b) must be engaged in work which has been transferred to a new location and the employment moves at the instance of the Company; or

(c) must be affected by a notice which has been issued under Article 6 of The Plan and he/she chooses to relocate as a result of receiving an appointment on a bulletined permanent vacancy which at the time is not subject to notice of abolishment under Article 6 of The Plan and such relocation takes place in advance of the date of the change provided this will not result in additional moves being made; or

(d) must have Employment Security under the provisions of Article 7 or preferred employment security under Article 7A and be required to relocate to hold work under the provisions of Article 7 of The Plan.

6.2 In addition to fulfilling at least one of the conditions set forth above, the employee:

(a) must have two years' Cumulative Compensated Service; and

(b) **must** be a householder, i.e., one who owns or occupies unfurnished living accommodation. This requirement does not apply to Articles 6.5, 6.6, 6.7 and 6.10; and

(c) must establish that it is impractical for him/her to commute daily to the new location by means other than privately-owned automobile.

Relocation Benefits

6.3 Payment of door-to-door moving expenses for the Eligible Employee's household goods and his/her automobile including packing and unpacking, insurance and up to one month's storage; the mode of transportation to be determined by the Company.

6.4 An allowance of up to **\$650.** for incidental expenses actually incurred as a result of relocation.

6.5 Reasonable transportation expenses from his/her former location to his/her new location by rail, by bus of **employee-**owned automobile, and up to **\$165.** for an employee without dependants and that an additional amount of **\$65.** will be paid for each dependant for meals and temporary living accommodation. Receipts will be required for rail and bus transportation.

6.6 An employee may drive his/her automobile to his/her new location at the allowance per kilometer specified in the current Master Agreement.

6.7 In order to seek accommodation in his/her new location, an employee will be allowed a continuous period of leave up to one week (seven consecutive days). Payments for such leave shall not exceed one week's pay at his/her Basic Weekly Rate.

6.8 (a) Except as otherwise provided in Article **6.8(c)**, reimbursement of up to **\$9,500.** for loss sustained on the sale of a relocating employee's private home which he/she occupied as a year-round residence. Loss sustained is determined as the difference between the value determined at the outset plus any real estate agent fees, legal fees, including those legal fees on purchase of a home at the new location, and any mortgage

closure penalties, and the amount established as the selling price in the deed of sale.

(b) The procedure to be followed in respect of determining the loss, if any, on the sale of a home is described in Article **6.12**.

(c) Notwithstanding the provisions of Article **6.8(a)**:

(i) should a change take place involving relocation of Company employees whereby the number of homes being listed for sale by such Company employees represent **15** percent or more of the residential homes in the municipality, the employees required to relocate shall be reimbursed for the full loss on such homes, which loss shall be determined by the procedures described in Article **6.12** of The Plan. The number of Company employees' homes referred to above shall, for the purpose of establishing the **15** percent, include the homes of all Company employees which are being offered for sale as a result of, and at time of the change; or

(ii) should a change occur involving relocation of Company employees covered by The Plan as well as Company employees covered by other collective agreements, the maximum amount of **\$9,500**, specified in paragraph (a) of this Article **6.8** shall be adjusted upward to equal the maximum amount paid account loss on sale of home to any employee covered by such other collective agreement.

(d) An eligible Employee who desires to sell his/her house and receive any benefit to which he/she may be entitled under Article **6.8** must advise the Company's officer concerned accordingly within **twelve** months of the date the initial changes takes place. No employee shall be entitled to any claim under Article **6.8** if the house is not listed for sale within sixty days of the sale of the final determination of value and thereafter the house continues to be listed for sale. Any claim for reimbursement under Article **6.8** must be made within twelve months of the final determination of value.

NOTE: Notwithstanding other provisions of Article 6.8, special cases of loss on sale of homes may be submitted to the Committee for adjudication, but such special cases will not be subject to arbitration.

6.9 Payment of the cost of moving a wheeled mobile home which the employee occupies as a year-round residence. The selection of the mover and the cost of moving the mobile home shall require the prior approval of the Company and shall not, in any event, exceed a total cost of \$5,000. Receipts shall be required.

6.10 If an employee, who is eligible for moving expenses does not wish to move his/her household to his/her new location he/she may opt for a monthly allowance of \$145. which will be payable for a maximum of 12 months from the date of transfer to his/her new location. Should an employee elect to transfer to other locations during such twelve month period following the date of transfer, he/she shall continue to receive the monthly allowance referred to above, but subject to the aforesaid 12-month limitation.

An employee who elects to move his/her household effects to a new location during the twelve month period following the date of his/her initial transfer will only be eligible for relocation expenses under this Article for one such move and payment of the monthly allowance referred to above shall terminate as of the date of his/her relocation.

6.11 (a) Alternatively to Article 6.8, the cost of terminating an unexpired lease and legal costs connected therewith up to a value of three months' rent where the relocation employee was renting a dwelling, will be paid. Should the law require payment of more than three months' rent in order to terminate a lease, such additional amount will be paid providing the employee first secures the Company's approval to pay in excess of the three month's rent.

(b) Where a lease was entered into following the notice of the

change without prior approval of the Company, no benefit will be provided. Such prior approval will not be unreasonably withheld.

Appraisal Procedure

6.12 When an Eligible Employee desires to sell his/her home, under the provisions of Article 6.8(b), the following procedures will apply:

(a) In advising the Company officer concerned of his/her desire to sell his/her house, the employee shall procure a formal appraisal from a **recognized** appraiser which will include pertinent particulars. In so doing, the employee shall advise the company of the chosen appraiser and on completion shall submit such appraisal to the company.

(b) Within 15 working days from date of receipt of employee's advice of his/her desire to sell his/her home, the Company officer shall arrange a second appraisal of the home. The fair market value shall be the average of the 2 appraisals provided they are not in excess of 10%.

(c) If, however, the average of the appraisals is greater than 10%, then an effort shall be made to resolve the matter through joint conference of the officer and the employee concerned and the appropriate Union representative if so desired by the employee; such joint conference to be held within 5 working days from date of advice to employee concerned as referred to in Article 6.12(c).

(d) If such joint conference does not resolve the matter, then within 5 days from the date of the final joint conference arrangements shall be made for an impartial appraisal to be undertaken as soon as possible by an independent real estate appraiser. The fair market price established by such appraiser shall become the fair market value for the purpose of The Plan, and such price shall be binding on both parties.

(e) The employee and Company officer concerned shall endeavour to mutually agree upon the independent appraiser referred to in Article 6.12(e). If they are unable to agree, then the Minister of Labour shall be requested to appoint such an independent appraiser.

(f) This fair market price of the house shall be the price determined as of a date sufficiently prior to the date of the change in order that the fair value will be unaffected thereby.

(g) The residence shall not be listed for sale prior to the establishment of fair market value. Should the residence be sold prior to the establishment of a fair market value then the provisions of this Article are not applicable.

(h) The fees and expenses of any appraiser appointed in accordance with Article 6.12 shall be paid by the Company.

NOTE: In the event an employee desires to sell his/her home at a price which is less than the fair market value as determined by the provisions of this Article, the Company will be given the right in priority to everyone else to purchase the home.

Particulars of House to be Sold

Name of Owner

Address.....

Type of House, i.e. Cottage/Bungalow/Split Level

Year Built.....#.....

No. of Rooms..... Bathrooms.....

Type of Construction, i.e. brick, veneer, stucco, clapboard

.....

Finished Basement: Yes..... No.....

Type of Heating, i.e., oil, gas, electricity.....

Garage: Yes..... No.....

Size of lot.....

Fair Market Value: \$.....

Other Comments.....

.....*.....*.....*

.....

.....a.....

.....

Date.....*.....*.....a.....

Signature.....*

ARTICLE 7

Employment Security

7.1 Subject to the provisions of this Article, and in the application of Article 8.1 of The Plan, an employee will have Employment Security when he/she has completed 6 years of Cumulative Compensated Service with the Company.

7.2 An employee who has Employment Security under the provisions of this Article will not be subjected to layoff as the result of a change issued pursuant to Article 8.1 of The Plan.

7.3 An employee who has Employment Security under the provisions of this Article and who is affected by a notice of change issued pursuant to Article 8.1 of The Plan, will be required to exercise his/her maximum seniority right(s), e.g., location and system, in accordance with the terms of the collective agreement applicable to the employee who has Employment Security.

7.4 An employee who has Employee Security under the provisions of this Article and is unable to hold a position on his/her seniority district e.g., at a location and system, will be required to exercise the following options provided he/she is qualified or can be qualified in a reasonable period of time to fill the position involved. In filling vacancies, an employee who has Employment Security must exhaust such available options, initially on a local basis, then on his/her seniority district:

(a) fill an unfilled permanent vacancy within the jurisdiction of another seniority group and the same collective agreement;

(b) there being none, fill an unfilled permanent vacancy within the jurisdiction of another seniority group with another collective agreement and the same Union;

(c) there being none, fill an unfilled permanent vacancy within the jurisdiction of another seniority group and another signatory union; and

(d) there being none, fill an unfilled permanent vacancy in a position which is not covered by a collective agreement.

NOTE: In the application of Article 7.4(d) and notwithstanding the provisions of any collective agreement to the contrary, an employee who has Employment Security while employed on a position which is not covered by a collective agreement will remain, and continue to accumulate seniority, on the list from which transferred.

7.5 An employee who has Employment Security and who transfers from one seniority group to another under the provisions of Article 7.4 will, notwithstanding any provision of a collective agreement to the contrary, retain and continue to accumulate seniority in the seniority group from which transferred and will be subject to recall to his former seniority group.

7.6 An employee who has Employment Security and who fails to comply with the provisions of this Article will lose his/her Employment Security. Such employee will, however, be entitled to such other benefits under The Plan for which he/she is eligible. (i.e., Article 4)

ARTICLE 7A

Preferred Employment Security

7A.1 An employee who was in the service on December 31, 1994 and who has, or subsequently attains 7 years' service shall be defined as having "Preferred Employment Security".

7A.2 Such employee, who is displaced or has his/her job abolished, shall exercise his/her seniority as presently provided in his/her collective agreement, up to and including his/her basic seniority territory if necessary, in order to retain his/her Employment Security.

7A.3 If still unable to hold a position, then in order to retain

Employment Security he/she shall (subject to qualifications);

(i) fill an unfilled vacancy within the jurisdiction of another seniority group of the same union covered by the same collective agreement;

(ii) there being none, fill an unfilled permanent vacancy within the jurisdiction of another seniority group and another signatory union;

(iii) there being none, fill an unfilled permanent vacancy within the jurisdiction of another seniority group and a non-signatory union or in a position which is not covered by a 'collective agreement.

NOTE: In the application of above Clauses (i), (ii) and (iii) maintenance of basic wage rates shall apply.

(iv) there being none, unless eligible for job protection under Article 7, be placed in a "waiting" status until such time as a vacancy occurs within his/her classification on the seniority territory, or as per Clauses (i), (ii) and (iii) above. During this period the employee's U.I. benefits (subject to U.I. approval) and/or outside earnings, will be supplemented to a level equal to **80** percent of his/her weekly base pay continuing until such time as a position is found for the employee in accordance with the foregoing.

Also during this period the employee must accept temporary work at his/her layoff location.

7A.4 In each of the above cases, before proceeding to the next option, the employee shall be required to fill such unfilled vacancy as far as the basic seniority territory if necessary.

7A.5 Such employee shall retain and continue to accumulate seniority on his/her original list and be subject to recall. There will be no transfer of seniority rights on moves except as may

be already provided by the current rules.

7A.6 Training shall be provided if necessary, to achieve qualifications, with maintenance of earnings as described above to prevail throughout the training period.

7A.7 An employee who declines to exercise any of the options detained in Article 7A.3 hereof, or who while on "waiting" status refuses recall to any permanent vacancy or temporary work as therein described, or refuses recall to a permanent position on his/her original basic seniority territory, shall forfeit his/her employment security. Such employee will, however, be entitled to such other benefits under The Plan for which he/she is eligible.

ARTICLE 8

Technological, Operational and Organizational Changes

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8.1 The Company will not put into effect any technological, operational or organizational change of a permanent nature which will have adverse effects on employees without giving as much advance notice as possible to the Local Chairperson representing such employees or other such other officer as may be named, by the Union concerned, to receive such notices. In any event, not less than three month's notice shall be given, with a full description thereof and with appropriate details as to the consequent changes in working conditions and the expected number of employees who would be adversely affected.

8.2 When a notice is issued under Article 8.1 and it becomes known to the Company that the change will be delayed for reasons over which the Company has no control, advice will be issued to the Local Chairperson, or such other officer as may be named by the Union concerned, and employees involved, explaining the situation and revising the implementation dates. If necessary, more than one such advice may be issued.

8.3 When the implementation of a technological, operational or **organizational** change is delayed or is to be delayed, at the instance of the Company, in excess of thirty calendar days, a new notice as per Article **8.1** shall be given.

8.4 Upon request the parties shall negotiate on items, other than those specifically dealt with in The Plan, with a view to further **minimizing** the adverse effects on employees. Such measures, for example, may be related to exercise of seniority rights, or such other matter as may be appropriate in the circumstances, but shall not include any item already provided for in The Plan.

8.5 If the above negotiations do not result in mutual agreement within thirty calendar days of the commencement of such negotiations, or such other period of time as may be agreed upon by the parties, the matters in dispute may be referred for mediation to a Board of Review composed of an equal number of senior officers of the Company and of the Union.

8.6 If the Board of Review is unable to resolve the differences within a fixed period of time to be determined at the commencement of its meetings, or some mutually agreed extension thereof, the matters in dispute may be referred for final and binding settlement to an arbitrator as set out in Article **2.10** of The Plan. The matters to be decided by the arbitrator shall not include any question as to the right of the Company to make the change, which **right** the Unions acknowledge, and shall be confined to items not otherwise dealt with in The Plan.

8.7 The terms operational and **organizational** change shall not include normal reassignment of duties arising out of the nature of the work in which the employees are engaged nor to changes brought about by fluctuation of traffic or normal seasonal staff adjustments.

8.8 In addition to all other benefits contained in The Plan which are applicable to all Eligible Employees, the additional benefits specified in Article **8.9** and **8.10** are available to employees who

are materially and adversely affected by technological, operational or **organizational** changes instituted by the Company.

Maintenance of Bask Rates

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8.9 An employee whose rate of pay is reduced by **\$2.00** or more per week, by reason of being displaced due to a technological, operational or **organizational** change, will continue to be paid at the basic weekly rate or hourly rate applicable to the position permanently held at the time of the change providing that, in the exercise of seniority, he/she;

(a) First accepts the highest-rated position at his/her location to which his/her seniority and qualifications entitle him/her; or

(b) if no position is available at his/her location, he/she accepts the highest-rated position on his/her basic Seniority Territory to which his/her seniority and qualifications entitle him/her.

The maintenance of basic rates, and four-week guarantees if applicable, will continue until:

(i) the dollar value of the incumbent above the prevailing job rate has been maintained for a period of three years, and thereafter until subsequent general wage increases applied on the basic rate of the position he/she is holding erase the incumbent differential; or

(ii) the employee fails to apply for a position, the basic rate of which is higher, by an amount of **\$2.00** per week or more than the basic rate of the position which he/she is presently holding and for which he/she is qualified at the location where he/she is employed; or

(iii) the employee's services are terminated by discharge, resignation, death or retirement.

In the application of (ii) above, an employee who fails to apply

for a higher-rated position, for which he/she is qualified, will be considered as occupying such position and his/her incumbency will be reduced correspondingly. In the case of a temporary vacancy, his/her incumbency will be reduced only for the duration of that temporary vacancy.

An example of the application of Article 8.9(b)(i) follows:

<u>Date</u>	<u>Basic Rate</u>	<u>Level</u>
Oct. 1, Yr.1	\$450.00	\$500.00
Jan.1, Yr.2(4%)	468.00	518.00
Jan.1, Yr.3(3%)	482.04	532.04
Jan.1, Yr.4(3%)	496.50	546.50
Jan.1, Yr.5(3%)	511.40	546.50
Jan.1, Yr.6(3%)	526.64	546.50
Jan.1, Yr.7(3%)	542.54	546.50
Jan.1, Yr.8(3%)	558.82	Incumbency Disappears

For the purpose of this Article 8.9, the basic rate of a position paid on a four-week guarantee basis of the basic rate of a position with standby earnings shall be converted to a basic rate on a forty-hour week basis.

Example-Four-Week Guarantee

The basic rate of an employee who is guaranteed 179.3 hours for each four-week period, comprised of 160 straight time hours and 19.3 hours at time and one-half which is the equivalent of 189 straight time hours, is \$10.00 per hour at the straight time rate. In as much as his/her guarantee represents \$1,890. per four-week period, his/her Basic Weekly Rate shall be considered as \$472.50 and his/her basic hourly rate shall be considered as \$11.81.

Example-Standby **Earnings**

The basic rate of an employee who receives a 25-hour straight

time standby allowance for each four-week period (which is equivalent to **46.25** hours per week) is **\$10.00** per hour at the straight time rate. Such employee's Basic Weekly Rate shall be considered as **426,50** and his/her basic hourly rate shall be considered as **\$11.563**.

ARTICLE 9

Government **Assistance** Program

9.1 All payments under The Plan are to be reduced in whole, or in part, in each case by an amount payable for the same purpose under a Government Assistance Program.

ARTICLE 10

Seasonal Employees

10.1 Seasonal Employees are defined as those who are employed regularly by the Company, but who normally only work for the Company during certain seasons of the year. Articles 4 and 8 of The Plan shall apply to these employees except that payment may not be claimed by any seasonal employee during or in respect of any period or part of a period of layoff falling within the **recognized** seasonal layoff period for such group. In respect of seasonal employees laid off during the **recognized** seasonal working period, the seven and thirty-day waiting periods provided for in Articles **4.4(a)(ii)** and **4.4(a)(iii)** will apply, except that in the case of a seasonal employee who is not recalled to work at the commencement of the **recognized** seasonal working period, the even or thirty-day waiting period, as the case may be, will begin on the commencement date of the **recognized** seasonal working period. Seasonal employees and **recognized** seasonal working period shall be defined in Memoranda of Agreement signed between the Company and the affected **Organizations** signatory thereto.

ARTICLE 11

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Casual and Part **Time** Employees

11.1 Casual and part time employees are those who work casually on an as required basis from day to day, including those who work part days as distinguished from employees who work on regular or regular seasonal positions.

11.2 Casual and part time employees are entirely excluded from the provisions of The Plan.

ARTICLE 12

Non-Applicability of **Sections 52, 53** and **54, Part 1,** and **Sections 214 to 226 inclusive** of Part III of the Canada Labour Code

12.1 The provisions of The Plan are intended to assist employees affected by any technological change and Sections **52, 53** and **54, Part 1,** of the Canada Labour- Code do not apply.

12.2 The provisions of The Plan are not intended to **minimize** the impact of termination of employment on the employees represented by those Unions party to The Plan **and** are intended to assist those employees in obtaining other employment and Sections **214 to 226** of Part III of the Canada Labour Code do not apply.

ARTICLE 13

Amendment

13.1 The parties hereto may at any time during the continuance of the Plan amend its provisions in any respect by mutual agreement.

ARTICLE 14

Commencement

14.1 Payment of benefits under The Plan shall commence on February 24, 1986.

ARTICLE 15

Duration

15.1 The Plan cancels and supersedes for the signatory Unions hereto, as specified in Appendix "A" to The Plan, the Employment Security and Income Maintenance Plan dated April 12, 1992 between Ontario Northland Railway Company and the Organizations signatory thereto.

15.2 The Plan will remain in effect until revised in the manner and at the time provided for in respect of the revision of the Master Agreement for which is current from time to time.

IN WITNESS WHEREOF the parties hereto have caused The Plan to be executed this 24th day of February 1995 at North Bay, Ontario.

For the Company: For the Organizations:

K. J. Wallace
President

Brian Stevens
C.A.W. Canada

Andy Mitchell
I.B.F.O.

Greg Murdoch
C.A.W. Canada

Tom Diggles
I.B.E.W.

John Lunnin
C.A.W. Canada

Peter Maeck
C.A.W. Canada

Garry Besserer
I.A.M.

APPENDIX "A"

Agreement #	Union Groups
Wage Agreement No. 12	Shopcraft Employees
Wage Agreement No. 13	International Brotherhood of Firemen and Oilers

ONTARIO NORTHLAND

North Bay, Ontario
January 8, 1986

Mr. J.M.Kearns,
President,
Canadian Division
Brotherhood of Railway
Carmen of the U.S.
and Canada
306-1 729 Bank Street
Ottawa, Ontario K1V 7Z5

Mr. A. Rosner,
Chairman,
Associated Railway Unions
Negotiating Committee,
Suite 613, 1410 Stanley St.
Montreal, Quebec
H3A 1P8

Dear Sirs:

This is in connection with the recently concluded negotiations wherein the parties agreed to implement an employment security program covering employees with eight or more years of **service** affected by company-initiated technological, operational or **organizational** changes. As part of the settlement, the parties also agree to closed period discussions with respect to implementation of certain features of the employment security program.

In the discussions leading up to this closed period commitment, you alleged that situations might arise where individuals are laid

off as a result of non-Article 8 changes with some expectation of recall, but then may not be recalled since in the interim, technological, operational or **organizational** changes are effected at the work place, the result of which is that their old positions become **permanently** redundant. Because such individuals were **not** adversely affected in the first place by a technological, operational or **organizational** change and were never given a notice, they would not then be covered by employment security provisions.

During the discussions, the company stated that it was prepared to look at the above concerns of the Unions as they relate to an employment security program covering solely technological, operational or **organizational** changes. The unions, in their turn, did not object per se to an employment security program so oriented. However, they did request the establishment of some means of investigating the types of **situations** identified in the paragraph above.

As a result of this, the company agreed that the closed period discussions would also encompass this concern of the unions. The company therefore stated that where the unions could identify specific situations where they ~~feel~~ **expect** that individuals would have been recalled to work, **expect** for an intervening technological, operational or **organization** change, the parties would so investigate. It was agreed that such investigation would be conducted by company and union officers of the system level.

In addition, the unions expressed their concern with the possible adverse effects on employees brought about through the gradual introduction of technologically improved shop machinery, rolling stock and/or motive power. It was their opinion that such situations should also be the subject of the type of investigation by the parties referred to above.

If following any such **investigation**, it is determined that there are employees adversely affected **directly** as a result of a technological, operational or **organizational** change, then the

parties agree that all the rights and benefits accruing to employees adversely affected by an Article 8 change will apply to such individuals. Likewise, to the extent relevant, the employment security provisions will also apply.

If the parties, following an investigation, are unable to agree that the employees are continuing on lay-off directly as a result of an intervening technological, operational or **organization** change, then the unions may pursue the issue in the manner provided for in Article 3.8 of the Job Security Agreement.

If you concur with the above, please so signify.

Yours truly,

P.A. Dymont
General Manager

I Concur:

E. W. Tandy
For President
Canadian Division
Brotherhood Railway Carmen
of the U.S. and Canada

I Concur:

A. Rosner
Chairman
Associated Railway Unions

EMPLOYEE BENEFIT PLAN
SUPPLEMENTAL AGREEMENT

BETWEEN

ONTARIO NORTHLAND
TRANSPORTATION COMMISSION

AND

ASSOCIATED SHOP UNIONS

The parties hereto agree that the company shall provide a Benefit Plan governing life insurance, weekly indemnity benefits, long term disability, maternity leave benefits, extended health care benefits, dental care benefits and vision care benefits as follows:

1. An eligible employee shall be entitled to:

(a) Life Insurance coverage in the amount of **\$37,000**. with double indemnity provision for accidental death, details of which are contained in Appendix "A".

(b) Weekly Indemnity Benefits up to **26** weeks from wage loss on account of sickness or non-occupational accident of **70%** of base pay up to a maximum of **\$480**. per week, details of which are contained in Appendix "B".

(c) **Medicare** Allowances, details of which are contained in Appendix "C".

(d) Maternity Leave Benefits or Adoption Leave Benefits up to **17** weeks based on **70%** of weekly base pay with no maximum, details of which are contained in Appendix "D".

(e) Extended Health Care Benefits, details of which are contained in Appendix "E".

(f) Dental Care Benefits, details of which are contained in Appendix "F".

(g) Long Term Disability Protection Plan, details of which are contained in Appendix "G".

(h) Vision Care Benefits, details of which are contained in Appendix "H".

2. Eligibility qualifications and pay direct provisions shall be as outlined in Appendix "I".

3. (a) The Administrative Committee shall be comprised of three members from the Company and three members to be nominated by the General Chairmen's Association and will hold office until successors are named.

(b) Should a vacancy, temporary or otherwise, occur on the Committee it shall be filled by a substitute appointed by the appointor or the original member.

(c) The Committee shall appoint from its own number, two co-chairmen, one from the Company and one from the employees.

(d) Four members of the Committee shall constitute a quorum.

(e) Each member of the Committee present at a meeting shall have the right to cast one vote. Decisions of the Committee shall be carried by four or more votes and, unless otherwise expressly provided, shall be final and binding.

(f) Normal expenses (including lost wages) incurred by the Employee Members as a result of their attendance at meetings of the Administrative Committee will be reimbursed by the Company.

4. In the event the Committee is unable to reach a decision on any matter, either of the parties may, by notice given to the other within 60 calendar days, require the question to be referred to a referee. If the parties are unable to agree on the selection of a referee they shall jointly apply to the Minister of Labour of Canada for the appointment of a referee. The referee shall have no power to add to, subtract from, or modify any of the terms of this agreement or of the collective agreements between any of the parties hereto. The expenses of the referee shall be shared equally by the Railway and the Unions.

5. The residual cost of providing the weekly indemnity benefits provided for in Section 1 (b) shall be paid by the Company after setting against such costs the employees' share of Unemployment Insurance premium reductions.

6. The provision of the coverage outlined herein shall be the responsibility of the Company. The Company will secure policies to provide Weekly Indemnity and Life Insurance coverage as set out in Section 1(a) and (b) hereof, will pay the premiums and will be entitled to any dividends accruing from such policies. ✓ *

At the option of the Company, the Weekly Indemnity Benefit Plan may be put on an Administrative Services Only (A.S.O.) arrangement and the contract will be between the company and the service organization.

7. The provisions of this agreement shall become effective on June 28, 1995.

8. This Supplemental Agreement supersedes the Supplemental Agreement signed at North Bay, Ontario on the 28th day of June 1985 and will remain in effect until December 31, 1997 and thereafter subject to three months notice by either party of their desire to revise or terminate it, which may be served at any time subsequent to September 30, 1997.

Signed at North Bay this 23rd day of February 1995.

For the Company:

K. J. Wallace
President

For the Union:

B. E. Stevens
President
CAW Local 103

G. Besserer
Local Chairperson
International Association
of Machinists

T. Diggles
Local Chairperson
international Brotherhood
of Electrical Workers

J. Lunnin
Local Chairperson
CAW Local 103
(Pipefitters)

G. Murdoch
Local Chairperson
CAW Local 103
(Boilermakers)

P. Maeck
Local Chairperson
CAW Local 103
(Sheet Metal Workers)

A. Mitchell
Local Chairperson
Inter. Brotherhood of
Firemen & Oilers

LIFE INSURANCE BENEFITS

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1. Effective on the first day of the month following the signing of this Supplemental Agreement, each eligible employee will be covered in a group policy with life insurance in the amount of \$37,000. with a double indemnity provision on a 24 hour basis for accidental death. Also included is a comprehensive dismemberment provision, details of which are outlined in the respective policy governing this benefit. 76c --

By virtue of and subject to the terms of the group policy, the sum thus insured is payable to the beneficiary in the event of the death of the employee, while insured under the said group policy.

The insurance may be paid in one sum or in a fixed number of payments, at intervals of not less than one month, as provided in the group policy.

2. Conversion Privilege

Within 31 days after insurance stops, except on account of a reduction in accordance with the terms of the group policy, or except on account of, or subsequent to the termination of the group policy, the employee may apply to the insurance company for any regular whole life, endowment, or pension with insurance plan ordinarily issued by the insurance company. The converted policy may not include disability or double indemnity benefits. The insurance will be issued without medical examination at the premium rate which applies to age and classification of risk at the time of conversion. The employee may apply for an amount equal to, or, at his/her option, less than the amount of insurance which has been cancelled under the group policy.

3. Beneficiary

The employee may, at any time, appoint or change the beneficiary by written notice deposited with the employer, subject to applicable laws.

4. Disability Benefits

In the event that the employee becomes unable to work before age 65 because of total disability owing to accident or sickness, such employee will be entitled to life insurance coverage equal to the amount of paid up retirement insurance in effect at the time. There will be no premiums payable, but the employee must advise the insurance company that he/she is disabled and submit such evidence of disability as it requests.

5. Assignment

No assignment of any of the insurance under the said group policy shall be valid.

6. Termination of Insurance

The employee's insurance terminates when the group policy terminates, unless insurance is continued under the disability provision of the group policy, when the employee ceases to be eligible for insurance according to the terms of the group policy or when the employee attains the termination age specified in the group policy. Terms and conditions are more fully described in the governing insurance company policy.

WEEKLY INDEMNITY BENEFITS

$$\begin{array}{r} 706 \\ \hline 100 \end{array} \quad \begin{array}{r} 503 \text{ P } 230 \\ \hline 74 \\ \hline 070480 \end{array}$$

1. (a) Effective on the first of the month following the signing of this Supplemental Agreement, for claims which originate on or after that date, an eligible employee will be entitled to weekly indemnity benefits of 70% of his/her weekly base pay to a maximum of \$480. per week.

A claimant in receipt of UIC sickness benefits will have such benefits supplemented up to the level of his/her weekly indemnity benefits. (This provision is subject to approval by the Canada Employment and Immigration Commission). At no time shall the combined weekly payments from the plan and the weekly unemployment insurance benefits exceed 95% of the employee's weekly earnings.

(b) Weekly Indemnity benefits will commence for eligible employees from the first day in case of accidental injury, from the first day of sickness if hospitalized during the period of the claim and from the third day in other cases of sickness. Payments will be made for up to 15 weeks. If an employee continues to be disabled under this 15 week period and if he/she is eligible for Unemployment Insurance sickness benefits, he/she will be required to claim such UIC sickness benefits. Following the exhaustion of such UIC sickness benefits, an employee will continue to be eligible for weekly indemnity benefits for a period of up to 11 weeks without any further waiting period. In the event an employee is not eligible to receive UIC sickness benefits, he/she would be immediately eligible to receive weekly indemnity benefits for the remaining 11 weeks of the 26 weeks period.

(c) Claims for coverage must be submitted within 30 days of the first day of disability.

2. Employees on company compensated jury duty and union representatives on temporary leave of absence account union

business (for whom a premium has been paid) who become disabled during their period of leave will be eligible for weekly indemnity benefits in the same manner as if they had been working. Employees on bereavement leave will become eligible at the expiration of such leave.

3. If, after the termination of any disability for which an employee was entitled to a benefit under this provision, such employee again becomes disabled due to the same or related cause or causes, such later disability will be considered as a continuation of the previous disability unless such employee had recovered from the previous disability and had been at work with the company on full time for a period of at least two weeks after termination of the previous disability.

4. Employees have no vested right to payments under this plan except to payments during a **recognized** absence due to illness or non-work related injury.

5. Payments in respect of guaranteed annual remuneration or in respect of deferred remuneration or severance pay benefits are not reduced or increased by payments received under this plan.

Benefits will not be payable:

(a) for any period of disability during which the employee is not under the care of licensed physician, surgeon or chiropractor;

(b) for any period during which the employee is receiving benefits under Provincial Workers' Compensation legislation, unless compensation is payable in respect of a previously incurred partial disability which permits continuation of his/her employment;

(c) for any accident or sickness for which an employee is receiving benefits under Provincial Workers' Compensation legislation,

(d) for any period during which an employee is entitled to sickness or disability benefits from the Unemployment Insurance Program in accordance with Section 1 (c) of this Appendix "B"; (see Note 1);

(e) In respect of an accident which occurs while the employee is performing any work for wages or profit other than on behalf of the company;

(f) if the employee is drawing vacation pay or pay for general holidays or is on strike; (see Note 2);

(g) for intentionally self-inflicted injury, or injury resulting from war, insurrection or participation in a riot;

(h) for absence from work due to pregnancy leave;

(i) for any period during which an employee is engaged in any occupation for wages or profit;

(j) when an employee is laid off, or on leave of absence-(see Note 3).

Terms and conditions are more fully described in the governing insurance company policy.

Explanation of Notes

1. Except for the topping off supplement described in the last paragraph of Section I(a) of this Appendix "B".

2. An employee who, while on annual vacation becomes ill or is injured, shall have the right to elect to terminate (temporarily) his/her vacation and to be placed on weekly indemnity.

3. When an employee qualifies for benefits during a period of employment and is subsequently laid off, benefits continue in accordance with Article I(b) of the Appendix "B".

MEDICARE ALLOWANCES

1. Allowances will be paid by the Company for medical-surgical benefits to be applied against payments provided for under any government medical care program as follows:

(a) Eligible employees, regardless of marital status, resident in the Province of Quebec, an allowance of \$10.00 per month.

(b) Eligible employees resident in the Province of Ontario

Monthly allowances as follows:

Employees with no dependents	\$ 6.40
Employees with dependents	12.87

2. Such allowance will first be used to pay any amount the Company is, or might be in the future, required to pay for such medical-surgical benefits under any medical care program.

3. If no monthly amount is payable or if the monthly amount payable, or to be payable, by an employee, or by an employee and the Company, account medical-surgical benefits is less than the allowance, the difference will be paid by the employee on the payroll and if the monthly amount is greater, the difference will be deducted from the employee's wages.

4. Subject to the provisions of the above sections an employee qualifies for an allowance for any month only if he/she performs compensated service in the payroll period which contains the tenth day of the month or in the payroll period immediately preceding. The application of this section will not operate to deny an eligible employee the allowance for any month in which he/she performs compensated service nor to grant him/her the allowance for any month in which he/she does not perform compensated service.

5. Notwithstanding the provisions of Section 4 above an eligible employee who does not perform compensated service in such pay periods but who is in receipt of a weekly indemnity payment under the provisions of Section I(b) of this agreement or an Unemployment Insurance benefit as contemplated in Section I(c) of Appendix "B" or who is off work account W.C.B. disability will be treated as follows:

- (i) If he/she is resident in a province where a **medicare** premium or **medicare** tax is payable, he/she will be eligible for the amount of such premium or tax up to the maximum amount stipulated in Section 1 of this Appendix, or such lesser amount as is required to pay the premium or tax in such province.
- (ii) If he/she is resident in a province where no **medicare** premium or **medicare** tax is required, no payment will be made.

This Section 5 will apply only for a maximum period of 26 weeks for each period of disability.

Note 1:

The provisions contained in this Appendix shall apply to employees represented by the unions signatory to the Master Agreement dated May 14, 1971 between the Railways and the Associated Railway Unions in lieu of the provisions contained in Article III of the said Master Agreement.

Note 2:

The provisions contained in this Section shall not result in a duplication of benefits as a consequence of similar provisions in any other agreement.

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PAID MATERNITY LEAVE PLAN

- 1.** Effective on the first day of the month following the signing of this agreement, a paid Maternity Leave Plan will be established for claims which originate on or after that date. The plan will provide maternity leave benefits in the event of childbirth or the adoption of a child less than one year old of an amount that, when added to Unemployment Insurance Maternity Benefits, will result in the employee receiving 70% of her weekly base pay with no maximum amount for those weeks during which she receives Unemployment Insurance Maternity Benefits, i.e., for a maximum of 15 weeks.
- 2.** The provisions of the paid Maternity Leave Plan are subject to the approval of the Canada Employment and Immigration Commission.
- 3.** Employees have no vested right to payments except to payments as outlined in Clause 1 above.
- 4.** Payments in respect of guaranteed annual remuneration or in respect of deferred remuneration or severance pay benefits are not reduced or increased by payments received under this plan.

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EXTENDED HEALTH CARE BENEFITS

The Extended Health Care Plan provides for coverage of semi-private hospital accommodation expenses and major medical coverage, drugs and vision care expenses in accordance with the following:

(a) **Hospital Benefit**

100% of eligible expenses up to the registered Hospital's average cost of semi-private room accommodation for an unlimited number of days. This benefit is not subject to a yearly deductible.

(b) **Drug Benefit**

100% of charges for drugs, including oral contraceptives, sera and injectibles prescribed by a licensed doctor (MD) or licensed dentist and dispensed by a registered pharmacist, that regardless of their legal status are not normally obtainable except by prescription from a licensed doctor (MD) or licensed dentist. The drug plan is not subject to an annual deductible.

(c) **Major Medical Benefit**

The Major Medical Benefit portion of the plan is subject to a deductible of \$25.00 per family, per calendar year.

This benefit is subject to a lifetime maximum amount of \$30,000. per individual.

The Major Medical expenses are subject to 80% reimbursement for the following covered expenses:

- . Services of a licensed physiotherapist

- . Services of a registered nurse
- . Diagnostic and x-ray services, blood and blood plasma, oxygen and rental of equipment for its administration
- . Purchase of durable medical equipment, crutches, artificial limbs, etc., including elastic support stockings and orthopaedic shoes
- . Rental or purchase of a wheelchair, hospital bed or iron lung
- . Licensed ambulance, including air ambulance to and from the nearest hospital
- . Dental treatment for accidental injury to natural teeth

Expenses Not Covered:

No payment is made for the following expenses:

- . Cost of the difference between a semi-private and a private hospital room
- . Convalescent or nursing home care
- . Cost of treatment by chiropractors, osteopaths, **odiatrists**, speech therapists and psychologists
- . Hearing aid expenses
- . Drugs which can be purchased without prescription (with certain exceptions). For example: patent medicines, vitamins, health foods, cough and cold preparations, aspirin and similar products are ineligible.

General Exclusions

The plan does not cover services and supplies in the following situations:

- . injury sustained by employees while working for pay or profit other than with their employer
- . injury of a dependent while working for pay or profit, any portion of medical expense covered under Workers' Compensation or similar program
- . services to which the patient is entitled without charge, or for which there would be no charge if there were no coverage
- . services, or portions thereof, provided under government sponsored programs

In the event that a service covered by a government sponsored program is suspended, the Extended Health Care Plan will not assume coverage of such service.

Co-ordination of Benefits

Some employees and their dependents are eligible for benefits from other group type plans. In these cases, the benefits payable under all plans will be **co-ordinated** to ensure that the maximum benefits are made available but that the total amount paid does not exceed the actual expenses incurred.

Terms and conditions are more fully described in the governing insurance company policy.

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DENTAL CARE BENEFITS

The Dental Care Plan provides for coverage of 100% of the expenses for routine dental care and 50% of expenses for major dental care subject to a calendar year deductible of \$35.00 per person, but not more than \$35.00 per family to a maximum annual benefit of \$1,000. per person. Eligible employees and their dependents will be covered for expenses as follows:

Routine Care

Charges up to the maximum benefit for:

oral examinations, cleaning of teeth, fluoride treatments and bite wing x-rays: twice in any calendar year, but not more than once in any five month period for dependents under age 18, and not more than once in each nine months for adults, beginning July 1, 1995.

full mouth series of x-rays: once every 24 months for dependents under age 18 and not more than once in each 36 months for adults.

extractions and **alveolectomy** (bone work) at time of tooth extraction

d e n t a l s u r g e r y

general anaesthesia and diagnostic x-ray and laboratory procedures required for dental surgery

amalgam, silicate, acrylic and composite fillings

necessary treatment for relief of dental pain

cost of medication and injections given in the dentist's office

- . space maintainers for missing primary teeth and habit breaking appliances
- . consultations required by the attending dentist
- . surgical removal of tumors, cysts, neoplasms
- . incision and drainage of abscess
- . endodontics (root canal therapy)
- . periodontal treatment (gum and tissue treatment)

Dentures, Crowns and Bridge Work

Charges up to the benefit maximum for:

- . provision of crowns, inlays and onlays
- . provision of an initial **prosthodontic** appliance (e.g. fixed bridge restoration, removable partial or complete dentures)
- . replacement of an existing **prosthodontic** appliance if:
 - (a) it is over five years old and cannot be repaired;
 - (b) it is a temporary one installed after the employee first became covered by the plan (in this instance the replacement is considered a permanent one);
 - (c) it is required due to the installation of an initial opposing denture after the date the employee became covered by the plan;
 - (d) it is required as a result of accidental injury after the employee became covered by the plan;
 - (e) the extraction of additional teeth, after coverage has begun, requires a new appliance. If the existing

appliance can be made serviceable, only the expense for the portion required to replace the teeth extracted is covered.

- . Relines, **rebases** and repairs to existing dentures
- . Procedures involving the use of gold, only if such treatment could not have been carried out with the use of a reasonable substitute consistent with generally accepted dental practice. Where the use of gold is optional, the covered expense will be that of the customary substitute.

Other Dental **Practitioners**

Dental care, services or supplies must be rendered and dispensed by a licensed dentist, except that:

- . scaling and cleaning of teeth may be done by a licensed dental hygienist; and
- . installation, adjustment, repair, relining or **rebasing** of full dentures, may be done by a **denturist**, denture therapist, technician or mechanic, who is registered and **practicing** within the scope of his license.

Charges for such health care, services and supplies will be deemed to be covered as follows:

- . Effective July 1, **1995**, the **1994** suggested Fee Guide for Ontario Dental Association
- . Effective July 1, **1996**, the **1995** suggested Fee Guide for Ontario Dental Association

Alternative Services

If alternative services may be performed for the treatment of a dental condition, the maximum amount payable will be the amount shown in the applicable suggested Fee Guide for the

least expensive service or supply required to produce a professionally adequate result.

Predetermination of Benefits

If charges for a planned course of treatment by a licensed practitioner would exceed \$300., proposed details and x-rays should be submitted to Excelsior Life for approval. Failure to do so may result in payment of a lesser benefit amount because of the difficulty in determining the need for such treatment after it has been provided. Dental x-rays will be promptly returned to the dentist.

Course of treatment means one or more services rendered by one or more dentists for the correction of a dental condition diagnosed as a result of an oral exam starting on the date the first service to correct such condition is rendered.

Limitations

No amount will be paid for charges for:

- . dental care which is cosmetic;
- . completion of claim forms;
- . broken appointments;
- . dental care covered under a medical plan provided by an employer or government which, in the absence of insurance, there would be no charge;
- . stainless steel crowns on permanent teeth;
- . oral hygiene instruction or nutritional counselling;
- . protective athletic appliances;
- . prostheses, including crowns and bridgework, and the fitting

thereof which were ordered while the person was not insured, or which were ordered while the person was insured but which were finally installed or delivered after this benefit is discontinued or more than 31 days after termination of insurance for any other reasons;

a full mouth reconstruction, for a vertical dimension correction, or for diagnosis or correction of a temporomandibular joint dysfunction;

replacement of a lost or stolen prosthesis; or

orthodontic treatment or correction of malocclusion

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LONG TERM DISABILITY PROTECTION PLAN

1. Effective April 1, 1992, a Long Term Disability Protection Plan will be established to provide for protection of employees who become totally disabled. The provisions of this Plan will provide:

(a) 70% top up to the employee's final Normal Weekly Earnings.

(b) An employee must apply for all wage loss replacement plans.

(c) An employee must exhaust all sick leave and vacation entitlement.

(d) Employee must be a current active employee with Permanent Status and a minimum of 2 years of continuous employment relationship.

(e) Must be declared totally disabled by company physician.

(f) Must be unable to perform any work at Ontario Northland.

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999 VISION CARE BENEFITS

The Vision Care Plan provides for a \$200. maximum payable in any 24 month period, or any 12 month period for dependents age 18 and under calculated at 80% of cost or 80% to a maximum of \$100. with a \$50. top-up, depending on which method provides the greatest benefit. \$25.00 deductible applies.

Charges for lenses (including shatterproof lenses) and frames, sunglasses, or for contact lenses and their replacement provided there is an actual need for change in their magnifying strength, when prescribed by an ophthalmologist or optometrist, up to the Benefit Maximum. No amount will be paid for anti-reflective coatings.

Services of an ophthalmologist or licensed optometrist to a maximum amount payable in any two consecutive contract years will be \$25.00 per person.

ELIGIBILITY QUALIFICATION AND PAY DIRECT
PROVISIONS

LIFE INSURANCE

New Employees:

A new employee becomes eligible on the first day of the month following the completion of **60** calendar days continuous employment relationship.

Monthly **Qualification** for Coverage:

An eligible employee qualifies for coverage in respect of a particular month only if he/she renders compensated service in that month.

Extended Health Care, Dental and **Vision** Care Plan

Employees will become eligible for extended health care benefits, dental care benefits and vision care benefits on, the first day of the month following the completion of six months of continuous service.

Waiver of **Premium**:

- (i) An employee's basic coverage for life insurance, extended health, vision care, dental and **weekly** indemnity will be continued while he/she is drawing weekly indemnity benefits or Unemployment Insurance benefits under the provisions specified in Appendix "B" of this Supplemental Agreement for a maximum period of up to **26** weeks for each period of disability.
- (ii) An employee's basic coverage for life insurance, extended health and dental will be continued while he/she is off work

account WCB disability for a maximum period of up to 52 weeks for each period of disability.

Dependent **Eligibility**

To be eligible for insurance dependents must be insured under a provincial health insurance plan.

Dependents becomes eligible for insurance when the employee become eligible or, if acquired later, upon becoming a dependent.

The employee must be insured in order for his/her dependents to be insured.

A person may not be insured for health care, dental care and vision care benefits as a dependent of more than one employee; or both as an employee and as a dependent.

Dependent means a spouse or unmarried child under 21 (25, if regularly attending school and solely dependent upon the employee for support).

Spouse means a husband or wife by virtue of a religious or civil marriage ceremony; (if separated, spouse must be supported by the employee) except that, a person of the opposite sex living with the employee will be deemed to be the employee's spouse, if such person is publicly represented as the employee's spouse.

Child means:

- . a natural or legally adopted child; or,
- . a step child or other child, who is dependent upon the employee for support and lives with the employee in a regular parent child relationship.

Effective Date of Insurance

Insurance for employees and their dependents will become effective on the date of eligibility.

If an employee is absent from work because of disability due to illness or injury on the date of insurance, or any increase in insurance would otherwise become effective, such insurance will not become effective until the date the employee returns to active full time work for one full day.

Insurance, or any increase in insurance, for a dependent (other than a new born child who becomes insured within 31 days of becoming eligible), who is confined in a hospital because of illness or injury on the date such insurance would otherwise become effective, will not become effective until the date such dependent is no longer so confined.

Direct Payment Provisions, Termination of Insurance and Continuation of Insurance

1. The group Life, Accidental Death and Dismemberment and Weekly Indemnity benefits cease on the date the employee ceases to be an eligible employee, unless the Life or Weekly Indemnity benefits are extended due to eligible disability.

2. (a) Extended Health Care Plan, Vision Care and Dental coverage for employees and their dependents will be terminated as follow:

- (i) resignation or dismissal, the date on which the employment relationship terminates;
- (ii) Retiring and retired employees - The end of the month in which the retired employee reaches age 65 or, in the case of an employee retiring after age 65 pursuant to the pension regulations, the end of the month in which retirement takes place (within 6 months of turning 65).

(iii) leave of absence, lay-off, (except as provided below), and death, the last day of the month in which such leave of absence, lay-off or death occurs;

(iv) strike, the last day worked.

(b) (i) in cases of leave of absence for disability (and the employee is in receipt of Weekly Indemnity Benefits, Unemployment Insurance Sickness/Maternity Benefits or Workers' Compensation Benefits), coverage will be maintained at no cost to the employee for a period of six months from the end of the month in which the disability occurs. If disability continues past this period, employees may maintain coverage for a further six months by submitting the required payment directly to their employer.

(ii). In cases of lay-off and leave of absence In circumstances other than those in (i) above, employees may maintain coverage for a period of 12 months following the date of lay-off or the granting of leave of absence, provided direct payment is made to their employer.

(c) With respect to dependents, the date on which a dependent ceases to be an eligible dependent.

3. Insurance for you and your dependents will also terminate when premium payments cease or when this plan is discontinued.

Continuation of Health Care and Dental Care Benefits for Incapacitated Children

Health Care and Dental Care Benefits will continue beyond the date an unmarried child attains the limiting age for insurance, provided proof is submitted to Excelsior Life within 31 days after such date that such child:

- . is incapable of self-sustaining employment by reason of mental retardation or physical handicap;
- . became so incapacitated prior to attainment of the limiting age; and
- . is chiefly dependent upon you for support and maintenance.

Thereafter, such proof must be submitted to Excelsior Life, as required, but not more often than yearly.

Continuation of Health Care and Dental Care Benefits After Your Death

Your dependents who are insured under this plan at the time of your death will continue to be insured while premium payments for such insurance are continued, but not beyond the earliest of:

- . the date such dependents cease to be eligible;
- . the date your spouse remarries (children will continue to be insured);
- . the end of the month after the date of your death; or
- . the date insurance for your dependents terminates for any reason.

Upon your death, benefits are payable to your spouse, if living, or to your child (or legal guardian).