

AGREEMENT NO. 12

between

**ONTARIO NORTHLAND TRANSPORTATION
COMMISSION**

and

**NATIONAL AUTOMOBILE, AEROSPACE,
TRANSPORTATION AND GENERAL WORKERS' UNION
OF CANADA (CAW - CANADA)
Local 103**

Governing

**RATES OF PAY
and
RULES OF SERVICE**

for

**LOCOMOTIVE AND CAR DEPARTMENTS,
BUS AND MAINTENANCE OF WAY MECHANICS**

**effective January 1 , 2011
except as otherwise indicated herein**

Expires December 31, 2013

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SECTION 1 - HOURS OF WORK AND RATES OF PAY

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.

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 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 8 consecutive hours, 5 nights per week with an allowance of 20 minutes for lunch within the limits of the fifth hour. Such starting times may be changed by mutual agreement.

1.4 Where three 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 consecutive hours, including an allowance of 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 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 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.

1.9 Where 1 or 2 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 p.m. and night work 8 hours between 5:00 p.m. and 6:00 am.

1.10 The starting time for each employee shall be fixed and shall not be changed without at least 24 hours' notice.

1.11 Where 1, 2, or 3 shifts are employed, a meal period of 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 30 minutes or 1 hour for the employees on the day shift, the period in addition to 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 consecutive rest days in each seven. 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 days work per week and two 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

6.1 Class of Employee:

Jan 1/11

Minimum Rates (Hourly)

Quality Insurance Inspectors Coordinator/Instructor/ Technical Support Worker	\$31.732
Leading Hand Trades persons	\$30.543
Trades persons	\$27.769
Trades persons' Helpers	\$27.189
	\$22.947

Blacksmiths regularly (not necessarily continuously) working or making materials the equivalent of six in. square or over shall be classified as

Hammersmiths \$27.737

Hammersmiths' Assistant (working with blacksmiths referred to in the preceding paragraph) and heaters on heavy blacksmiths' fires and drop

hammer furnaces \$23.498

Blacksmiths regularly (not necessarily continuously) working material the equivalent of four inches square or over shall be classified as

Heavy Fire Blacksmiths \$27.466

Cleaners \$21.722

Stationary Engineers 3rd \$27.360

4th \$25.779

No certificate \$23.448

Chief Operating Engineers 3rd Class \$29.360

4th Class \$27.682

Engine Attendants \$23.745

Assistant Engine Attendants \$21.955

Forklift Operators / Material Handlers 22.947

*** Weekly Rates of Pay**

Engine Watchman, Work Train Service *\$906.50

Terminal Watchman *\$977.46

Moosonee

Seasonal Watchman *\$868.12

Moosonee

Watchman - Rouyn *\$930.38

* Covers all service on regularly assigned working days.

Students \$11.192

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

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

6.2(a) Skill Trades adjustment of \$0.10 will take effect January 1, 2005.

(b) Skill Trades adjustment will be increased to \$0.20 effective January 1, 2006.

(c) January 1, 2011- Increased **20 cents**

(d) January 1, 2012- Increased **10 cents**

(e)

Coordinator/Instructor/Technical Support Worker rate established based at \$25.5789 December 31, 2004.

Leadhand rate will have a one-time adjustment upward after applying the 2005 wages increase to equal \$0.50 differential between trades and Leadhand effective January 1, 2005.

Shift Differentials

6.3 Employees whose regularly assigned shifts commence between 1400 and 2159 hours shall receive a shift differential of \$.55 per hour and employees whose regularly assigned shifts commence between 2200 and 0559 hours shall receive a shift differential of \$.60 per hour. Overtime shall not be calculated on the shift differential nor shall the shift differential be paid for paid absence from duty such as vacation, general holidays, etc.

Student Rule and Rates of Pay:

6.4(a) Students may be hired, where warranted, to supplement the staff and to provide relief for regular employees. In providing relief for regular employees, unless otherwise agreed to, students will be required to fill vacancies or additional work which has been declined by regular scheduled employees.

(b) The rate of pay for students is subject to general wage increases as may be negotiated 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 however be required to fill vacancies or additional work which has been declined by regular scheduled employees they are supplementing, based on the Student's date and time of hire. 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 layoff 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.

Beginning on January 1, 2009 the company will notify the union by January 15th of each year of the schedule of work to be performed during the shop shut down period. If no major work is scheduled this rule shall not be implemented.

Beginning on January 1, 2012 the company will consult with the union by January 15th of each year regarding the minimum requirements for the operation.

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 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 88**).

10.4 On the return trip to the home station, straight time for waiting 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 14 days, the relief will be bid in a maximum of two-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 road 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 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 88)**

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

12.4 Where two 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 Road 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 51.

12.10 Employees sent out on a holiday which is the employees' regular work day shall be paid in accordance with Rule 51 with a minimum allowance of eight 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, 4-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 4-week period, such hours shall be paid for as follows:

Actual overtime hours worked in excess of 160 hours will be accumulated over a 12-week period. If these total overtime hours worked exceed 63.9 (comprised of 21.3 hours x 3 4-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 12-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 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 88).**

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

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 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 Work in excess of 40 straight time hours or 5 straight time days in any work week shall be considered overtime and paid at 1 ½ times the basic straight time rate.

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 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 will mean the period between Sunday at 0001 hours to midnight on the immediately following Saturday.

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.

Sunday overtime work in Agreement #12 current GO Transit Project shall be permitted on a voluntary basis and shall be paid as per Collective Agreement, minimum 4 hour call shall apply.

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 20 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 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 hours at prevailing overtime rate for three 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.

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

Sun	Mon	Tues	Wed	Thur	Fri	Sat	
off	8-4	8-4	8-4	8-4	8-4	off	Employee's regular assignment
4-12							Sunday 4-12 at straight time Monday 8-4 at 1½
			4-12				Wednesday 8-4 at straight time Wednesday 4-12 at 1 ½, Thursday 8-4 at straight time
					4-12		Friday 8-4 at straight time, Friday 4-12 at 1½

Employees changing from one shift to another and working two or more shifts on the new shift, and commencing work within 24 hours of original starting time will be paid overtime rates for the first shift at each change.

Sun	Mon	Tues	Wed	Thur	Fri	Sat	
off	8-4	8-4	8-4	8-4	8-4	off	Employee's regular assignment
4-12	4-12						Sunday 4-12 at straight time Monday 8-4 off, Monday 4-12 at straight time Tuesday 1 ½ for 8-4 shift
			4-12	4-12			Wednesday 8-4 at straight time Wednesday 4-12 at 1 ½ Thursday 8-4 off

							Thursday 4-12 at straight time Friday 8-4 at 1 ½
					4-12	4-12	Friday 8-4 at straight time Friday 4-12 at 1 ½ Saturday at straight time

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.

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 be at 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

The following applies for wrecking service only which is defined as a call of any duration requiring the use of an auxiliary

wrecking outfit, mobile crane, bulldozer, or any other such device including re-railers.

Everything else is a Road Trip and expenses are paid as per Schedule "A"

Wrecking Service Assignments Method of Payment

17.1 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.

17.2 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/she 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.

17.3 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.

17.4 Employees in wrecking service will, upon return to home terminal, deliver tools at points designated.

17.5 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, as per the collective agreement during overtime hours.

17.6 Employees engaged in wrecking service beyond the first day shall be considered to have assigned hours of 8:00 a.m. to 4:00 p.m.

17.7 Employees called during overtime hours for wrecking service who report for work but not used, will be paid the equivalent of four hours time and one half.

17.8 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.

17.9 Employees called for wrecking service will be provided meals and lodging.

17.10 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.

For crewing procedures see MOU 4 and/or MOU 27 or LOU 12

SECTION 3 - SENIORITY

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 – the senior applicant of the trade will be appointed and the Local Chairperson shall be consulted before any appointment is made.

Duties and Responsibilities of Leading Hands

18.2 A tradesperson, 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 trade under him/her; if any are so assigned; 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 trade 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

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 financial secretary of the CAW Local 103 with the name, employee number, and date of hire of the employee.

19.2 Unless otherwise specified, basic seniority territory shall be the Railway system.

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	Blacksmiths	Electrical Workers
Diesel Mechanics	Truck Coach Mechanics	Pipefitters
Sheet Metal Workers	Painters	Railway Car Mechanics
Railway Car Mechanic Helper		

b) Seniority for employees working in any classification in Rule 33 will have their seniority limited to the terminal at which employed, except in the event a reduction in staff, the force shall be reduced in reverse seniority as per the consolidated terminal list, if unable to hold work at their terminal, employees must exercise their seniority on the consolidated system List.

NOTE: If an employee has received an article 8 and changes trade, he or she will maintain seniority in both trades even if recalled. However if employee refuses recall, such employee will lose seniority in trade for which recall occurred

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 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 seven 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 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.

19.8 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.

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 Cochrane and will be posted when the vacation schedules at those terminals are finalized.

NOTE: Refer to Memorandum of Understanding for Vacancies or Additional work for a period of 1 day or less for North Bay page MOU-30.

NOTE: Refer to Memorandum of Understanding for Vacancies of a period of one day or less for the Cochrane Terminal page MOU-32

NOTE: Vacancies for the Motor Coach Mechanics outside of North Bay shall be filled from the Motor Coach Mechanic group in North Bay.

19.9 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 seven 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 30 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.

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.

19.10 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.

For the purpose of this Rule 19.10, 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 24 hours. The affected employee

shall make his/her intentions known within 48 hours of notification and subsequent displacement shall be made without undue delay. The Local Committee shall be consulted.

19.11 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.

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

This does not apply in laying off employees who have been temporarily employed for a duration of less than 65 working days to meet special requirements. In the event that a strike or work stoppage by employees in the Railway industry is called, a shorter notice may be given under this Rule 19.13. In reducing forces, the ratio of apprentices shall be maintained.

19.13 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.

19.14 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.

19.15 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 seven 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 seven calendar days will return thereto within 15 calendar days from the date of his/her acceptance.

19.16 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.

19.17 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.

19.18 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.

19.19 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 seven 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.

19.20 Employees in service who, through bona fide medical or physical reasons, have become unable to handle certain classes of work in their respective classifications may by mutual 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.

19.21 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.

19.22 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.

19.23 An employee claiming a position in the exercise of his/her seniority, who in the judgement 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 judgement 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.

19.24 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

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

Blank

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

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 representative of CAW Local 103.
- 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. All apprentices covered by this agreement must work under the direction of a tradesperson from their respective Classification.
- 6) "Committee" shall mean the Joint Apprenticeship Committee organized under these standards.
- 7) "Apprentice Coordinator" shall mean the person employed as such or the person assigned the responsibility by the parties 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 Director of Human Resources of the Company from applicants considering themselves eligible under the program of training.

All applications of prospective apprentices will be reviewed by the Joint Apprenticeship Committee who will make recommendations for apprenticeship to the Company. Bargaining unit members will have preferential hiring into any apprenticeship; 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 external 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 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 journeymen/women in the trade in which he/she is apprenticed, (e.g. 1 pipefitter apprentice to 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 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.

NOTE: See SHP Case #400

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.

ONTC employees selected as an apprentice and not covered by this collective agreement may also be credited hours under 24.11. If he/she enters the apprentice classification at a rate lower than the schedule wages in 24.11 he/she shall be compensated as per Rule 24.11. Employees entering the classification at a rate higher than the schedule of wages in 24.11 shall be compensated at the rate of pay of the Cleaners classification.

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 and to authorize the release of school records to the Joint Apprenticeship Committee. 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 4 members, 2 representing the Company and 2 journeymen/women employees representing the Union.

The Chairperson shall be the Apprentice Coordinator. 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 Apprentice Coordinator and under the immediate direction of the supervisor of the department to which they are assigned. The Apprentice Coordinator 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 Apprentice Coordinator who will place it before the Committee for their review at the next meeting.

The Apprentice Coordinator 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 30 days to the Apprentices Coordinator 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.

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 trade 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 19.

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 Apprentice Coordinator 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, Railway Car Mechanic, Electrician, Diesel Mechanic, 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 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.

24.22 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:

(i) **Accommodations:**

The Company will arrange and pay for suitable accommodations.

(ii) **Allowance:**

A weekly allowance of \$210.00 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.

Other:

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

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 tradespersons or apprentices tradespersons 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 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 recognition acceptable to the Apprenticeship Committee, or,
- c) has eight 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 prior to date of hire proving their claim to journeyman/woman status to the Apprenticeship Committee, or
- d) who provide documents within 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 4 members, 2 from management and 2 from the CAW Local 103. 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. If the entire Committee reaches a consensus on a change in a specific work process, it will be implemented as of the date the Work Review is signed. If the Committee is unable to reach a consensus on a change in a specific work process, the Committee will submit the issue and their findings to the President CAW Local 103 and the Chief Mechanical Officer for their consideration. If such review remains unresolved it may be appealed to a technically competent arbitrator for final and binding decision. Such appeals must be registered for arbitration within 30 days. Such arbitrator will be selected under Rule 35 of the Collective Agreement. Should a case not be registered for arbitration within 30 days, the matter will be considered withdrawn. The arbitrator, in deciding on a dispute under this Rule 26, will be guided by the principles outlined in the Memorandum of Agreement regarding the Lines of Demarcation, the Trade Job Descriptions (**page MOU-24**) and the provisions of this Rule 26.

26.2 In the event new technology is introduced into the workplace, the Company will advise the Local Union in advance. The Lines of Demarcation Committee will conduct a review of the work assignment(s) in the manner outlined in Rule 26.1.

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

NOTE: See Memorandum of Agreement, page MOU-24

SECTION 5 - SPECIAL RULES

RULE 27

Diesel Mechanics' Special Rules

Diesel Mechanic Trade Description

27.1 Completely and independently plans, lays out, repairs, dismantles, rebuilds, maintains, installs, adjusts, diagnoses, inspects, tests, locomotives and shop machinery and all diesel or gas powered engines including internal oil pumps, transmission systems, hydraulic and pneumatic equipment including braking systems, air compressors, auxiliary power units, rail or rubber tired vehicles including buses, bulldozers, cranes, payloaders, motor cars, motor coaches, locomotives and track equipment.

Uses precision measuring instruments such as micrometers, scales, gauges, verniers, squares and indicators. Uses all types of testing equipment such as dynamometer, fuel injection, fluid power equipment, etc. Set up and operates different types of machine shop equipment including CNC equipment used in drilling, milling, turning, and boring.

Uses all hand and power tools commonly used at the trade and electric and gas welding in the performance of diesel mechanic work. Works from blueprints, sketches, manufacturer's patterns, and construction specifications. Adapts to new methods, processes, material and equipment; and all other work generally recognized as Diesel Mechanic's work or such other work as may be defined by the Lines of Demarcation Committee.

Machinist Apprentices

27.2 Include regular apprentices in connection with the work defined by **Rule 27.1**

Truck Coach Mechanics

27.3 Completely and independently plans, lays out, disassembles, adjusts, repairs, inspects and reassembles engines, transmissions, clutches, rear ends, differentials, brakes, drive shafts, wheels and rims, axles and other assemblies. Diagnoses and corrects faults in alignments of wheels and steering, suspension systems, electrical systems, emission control and engine management systems, as well as air condition and refrigeration/heating systems.

Uses precision measuring instruments such as micrometers, scales, gauges, verniers, squares and indicators. Uses all types of testing equipment such as dynamometer, fuel injection, fluid power equipment, etc. Set up and operates different types of machine shop equipment including CNC equipment used in drilling, milling, turning and boring.

Uses all hand and power tools commonly used at the trade and electric and gas welding in the performance of Truck Coach Mechanics work. Works from blueprints, sketches, manufacturer's patterns and construction specifications. Adapts to new methods, processes, material and equipment; and all other work generally recognized as Truck Coach Mechanic's work or such other work as may be defined by the Lines of Demarcation Committee.

Work at Wrecks

27.4 In case of wrecks where engines are disabled, machinist 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.

NOTE: See March 3, 1995 Letter Of Understanding page LOU-12.

RULE 28

Boilermakers' Special Rules

Boilermakers' Trade Description

28.1 Completely and independently plans, lays out, repairs, dismantles, rebuilds, maintains, installs, fabricates sheet metal components such as ducts, bins, hoppers, chutes, shields, guards, ventilation systems, screens, stacks, exhaust hoods, locomotive and auxiliary power unit bodies, frames and pilots, etc. In general the sheet metal used is 14 gauge in thickness or more. Fabrication includes shearing, forming, punching, drilling, soldering, electric or gas cutting or welding, necessary stiffener and supporting members. Uses hand tools, shears, brakes, bead and lock machines. Works from various types of sheet metal or substitute materials. Maintains steam and hot water boilers, high and low pressure boilers, superheaters and pressure vessels. Repairs and replaces, tubes, flues, boiler shells, grates, draft fans and dampers, etc. Uses specialized tools and equipment common to the trade. Works from blueprints, sketches, manufacturer's patterns, and construction specifications. Adapts to new methods, processes, material and equipment; and all other work generally recognized as Boilermakers' work or such other work as may be defined by the Lines of Demarcation Committee.

Boilermaker Apprentices

28.2 Include regular apprentices in connection with the work as defined by **Rule 28.1**

28.3 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 and Apprentices

28.4 Boilermakers and apprentices 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.

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

28.6 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.

28.7 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.

28.8 Fireboxes, front ends, and ash pans will be properly cleaned out before boilermakers or apprentices are required to work in them. Front ends and fireboxes 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.

28.9 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.

RULE 29

Blacksmiths' Special Rules

Blacksmiths' Trade Description

29.1 Completely and independently plans, lays out, dismantles, installs, fabricates from forged metal to make, repair, rebuild, maintain tools and factory equipment such as chains, hooks, clamps, clevises, star drills, soldering irons, special wrenches and forging to templates. Bends, forms, hardens, tempers, anneals, and normalizes various metals. Uses all hand, power tools, forges and furnaces commonly used at the trade and electric and gas welding in the performance of Blacksmith work. Works from blueprints, sketches,

manufacturer's patterns, and construction specifications. Adapts to new methods, processes material and equipment; and all other work generally recognized as Blacksmith's work or such other work as may be defined by the Lines of Demarcation Committee.

Blacksmith Apprentices

29.2 Include apprentices in connection with the work as defined by Rule 29.1

29.3 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

29.4 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.

Metal Fabricator (Fitter) Trade Description

29.5 Completely and independently plans, lays out, repairs, dismantles, rebuilds, maintains, installs, fabricates sheet metal components such as ducts, bins, hoppers, chutes, shields, guards, ventilation systems, screens, stacks, exhaust hoods,

locomotive and auxiliary power unit bodies, frames and pilots, etc. The sheet metal used is of all gauges of thickness. Fabrication includes shearing, forming, punching, drilling, soldering, electric or gas cutting or welding, necessary stiffener and supporting members. Uses hand tools, shears, brakes, bead and lock machines. Works from various types of sheet metal or substitute materials. Maintains steam and hot water boilers, high and low pressure boilers, superheaters and pressure vessels. Repairs and replaces, tubes, flues, boiler shells, grates, draft fans and dampers, etc. Maintains tools and factory equipment such as chains, hooks, clamps, clevises, star drills, soldering irons, special wrenches, and forging templates. Bends, forms, hardens, tempers, anneals, and normalizes various metals. Uses specialized tools, forges, furnaces, electric and gas welding in the performance of their work. Works from blueprints, sketches, manufacturer's patterns, and construction specifications. Adapts to new methods, processes, material and equipment; and all other work generally recognized as Fitters' work or such other work as may be defined by the Lines of Demarcation Committee.

RULE 30

Sheet Metal Workers' and Pipefitters' Special Rules

Sheet Metal Workers' Trade Description

30.1 Completely and independently plans, lays out, repairs, dismantles, rebuilds, maintains, installs, fabricates sheet metal components such as ducts, bins, hoppers, chutes, shields, guards, ventilation systems, screens, stacks, exhaust hoods etc. In general the sheet metal used is 16 gauge in thickness or less. Fabrication including shearing, forming, punching, drilling, soldering, necessary stiffener and supporting members. Uses hand tools such as shears, brakes, bead and lock machines. Uses gas or electric welding in the performance of Sheet Metal Worker's work. Works from various types of sheet metal or substitute materials. Works from blueprints, sketches, manufacturer's patterns, and construction specifications. Adapts to new methods, processes, material and equipment; and all other work generally recognized as Sheet Metal Worker's work

and such other work as may be defined by the Lines of Demarcation Committee.

Pipefitters' Trade Description

30.2 Completely and independently plans, lays out, repairs, dismantles, rebuilds, maintains, installs, fabricate, high and low pressure pipeline systems which carry steam, water, air, oil, gas, solvents, etc. Selects proper material. Completely and independently installs, repairs, and maintains pumps, valves, traps, waste and sewage plumbing systems, sprinkler systems, etc, on buildings, power houses, yards, motor coaches, passenger coaches, and work equipment. Has basic knowledge of safety codes; characteristics of steam, water, air, oil, gas, acids, etc. pressure ranges and pipeline expansion. Uses various types of pipefitter tools and machinery including gas and electric welding in the performance of pipefitter's work. Works from blueprints, sketches, manufacturer's patterns, and construction specifications. Adapts to new methods, processes, material and equipment; and all other work generally recognized as Pipefitters' work and such other work as may be defined by the Lines of Demarcation Committee.

Sheet Metal Worker and Pipefitter Apprentices

30.3 Include regular apprentices in connection with the work as defined by **Rules 30.1 and 30.2.**

30.4 Sheet metal workers will be sent out on the line and to outlying points, when their services are required.

Assignment of Running Repair Force to Dead Work

30.5 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

30.6 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.

RULE 31

Electrical Workers' Special Rules

Electricians' Trade Description

31.1 Completely and independently plans, lays out, repairs, dismantles, rebuilds, maintains, installs, fabricates, including troubleshooting of all types of electrical, electronic and digital equipment (AC or DC) on locomotives, motor coaches, passenger coaches, and work equipment, shop machinery and mobile equipment; electricity and lighting on buildings, powerhouses, structures and yards. Has basic knowledge of safety codes. Uses various types of electrical instruments, tools, diagnostic equipment, and soldering devices in the performance of Electrician's work. Works from blueprints, sketches, manufacturer's patterns, and construction specifications. Adapts to new methods, processes, material and equipment; and all other work generally recognized as Electrician's work and such other work as may be defined by the Lines of Demarcation Committee

31.2 In the event of not being able to employ electricians qualified in accordance with **Rule 25** 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 five 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 year's 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

31.3(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 4-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 4-week period, such hours shall be paid for as follows:

Actual overtime hours worked in excess of 160 hours will be accumulated over a 12-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 12-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

31.4 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

31.5 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.

31.6 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.

RULE 32

Carmen's Special Rules

Railway Car Mechanic Trade Description.

32.1 Completely and independently plans, lays out, repairs, dismantles, rebuilds, maintains, installs, fabricates, inspects, tests, troubleshoots all pipe and air brake systems, gas and electric welding, AAR Billing, upholstery, millwork, cabinet work, metal fabrication, on all freight and work equipment cars, passenger coaches, locomotive cabs and all other work associated with back shops, running repair shops, transportation running yards, including online road work, emergency and wrecking service. Must be aware of Transport Canada safety requirements. Works from blueprints, sketches, manufacturer's patterns, and construction specifications. Adapts to new methods, processes, material and equipment; and all other work generally recognized as Railway Car Mechanic's work and such other work as may be defined by the Lines of Demarcation Committee.

Carman Apprentices and Carmen in Training

32.2 Include Carman Apprentices and Carmen in connection with the work as defined in **Rule 32.1**.

Carman Helpers

32.3 (a) Employees regularly assigned to help Carmen and Apprentices, shall perform the following assignments: stock keepers (Car Department), operators of bolt threaders, nut tappers, rivet heaters, drill presses, triple cleaners, sand blasters, car oilers and packers, 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, 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, assisting Carmen in erecting scaffolds, crane slingers, trackmobile and Pettibone operators (except on derailment site) and all other work generally recognized as Carman Helpers' work, shall be classed as helpers. If a Helper's vacancy is needed to be filled, it shall be first filled by a Carman helper as per Rule 19, if none then the work shall be assigned to the Engine Attendant classification as per the GO Transit Agreement of October 2005 in seniority order.

(b) The assignment of work specified in this **Rule 32.3(b)** to helpers shall not be construed as restricting Carmen from performing helpers' work as required except Carman do not perform trackmobile switching or operate a pettibone. (Carman operate a pettibone in any rerailing operation.)

Burning deck bolts and stripping decking.

Stripping interior lining, removing underframe 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.

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

32.4 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

32.5 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.

Safety Appliance Men/women

32.6 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

32.7 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.

32.8 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 32.7 and 32.8** shall be governed by the regulations as approved for the Railway by the Canadian Transport Commission.

Carmen One Person Points

32.9 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.

32.10 Carmen stationed at one person points shall be allowed 179.3 hours per 4-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.

32.11 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 4-week period, they shall be paid for all time worked in excess of 179.3 hours per 4-week period in accordance with the following:

In the application of **Rules 32. 10 and 32.11**:

Actual overtime hours worked in excess of 160 hours will be accumulated over a 12-week period.

If these total overtime hours worked exceed 57.9 (comprised of 19.3 hours x three 4-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 12-week period.

NOTE: Should an employee take a position paid on the basis of this **Rule 32.11** 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.

32.12 Employees covered by **Rules 32.9 to 32.15** inclusive shall be assigned to work five days per week, their working hours shall be mutually arranged to suit conditions and less than 8 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.

32.13 Carmen working under the provisions of **Rules 32.9 to 32.15** 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.

32.14 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.

32.15 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

32.16(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 stripping 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.

32.17(a) When necessary to repair cars on the road or away from the shops and/or repair tracks, Carman 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 32.7**.

(b) When it is necessary to send an employee out on the road to change a brass, a Carman will be used

Carman Apprentices

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

Carman Helpers Entering Apprentice Training Program

32.19(a) Carman Helpers who have worked as Carman Helpers in that classification for not less than three 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 1 year and serve an apprenticeship of 3 years made up of 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.

Painters' Trade Description

32.20 Completely and independently plans, lays out, applies liquid stripper, paint, body filler including fiberglass, decals, sealant in relation to painting vehicles, rail rolling stock, or furnishings for rolling stock including steel boarding cars, locomotives and large motorized track machines. Paint tools, welding screens, portable wagons and equipment that belong to the bus and rail maintenance shops. Prepares surface for painting by sanding and masking the work areas. Painters must know how to treat different surfaces, such as steel, plastic and aluminum, to achieve durable, attractive finishes

Works from blueprints, sketches, manufacturer's patterns, and construction specifications. Adapts to new methods, processes, material and equipment; and all other work generally recognized as Painter's work and such other work as may be defined by the Lines of Demarcation Committee.

RULE 33

Support Services Special Rules

33.1 The Support Services Group shall include the following classifications and specific rules:

- (i) **Cleaners** - (formerly): Engine Cleaners, Engine Washers, Cab Cleaners, Main Shop Labourers, Labourers - Cleaning Shop, shop pits and moving materials, Diesel Shop Labourers, Powerhouse Labourers, Sandhouse Labourers, Coach Cleaners

(ii) **Engine Attendants**

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

(b) Employees 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 **Rule 33**.

(iii) **Assistant Engine Attendant**

(a) Fuelling, sanding, and watering diesel engines; Fuel oil attendants (except work presently performed by Stores Department)

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

(iv) **Stationary Engineers**

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.

(v) **Material Handlers/Forklift Operator:**

A Material Handler makes available by preparing, procuring, obtaining, delivering or distributing parts, equipment or materials to be used by tradesmen/women or other classifications in the performance of their work and utilizes various types of vehicles or gas, diesel, pneumatic or electric-powered equipment necessary in the performance of such work except that he/she does not operate mobile cranes or other equipment at derailment sites

(vi) Engine Watchmen

(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.

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

SECTION 6 - GRIEVANCES

RULE 34

Investigations and Grievance Procedure

Investigation Procedure

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

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

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

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

The Union will be provided an opportunity to reply and/or submit additional evidence for consideration to the proper officer of the Company within 7 days of the investigation. Such information will form part of the investigation record.

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.

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

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

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

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

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 seven calendar days from the alleged unjust action, present the complaint to his/her immediate supervisor for adjustment.

Step 1

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

Step 2

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

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

34.8 A grievance not progressed within the time limits specified shall be dropped and shall not be subject to further appeal. Where, in the case of a grievance based on only a time

claim, a decision is not rendered by the designated officer of the Company at Steps 1 or 2 within the time limits specified in such steps, the time claim will be paid. Payment under such circumstances shall not constitute a precedent, or waiver of the contentions of the Company in that case or in respect of other similar claims.

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

34.10 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.

34.11 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.

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

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

RULE 35

Final Disposition 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 Two of the grievance procedure, the Union or the Company may, within 10 calendar days from the date of the Company's decision at Step Two, request pre-arbitration meeting, to be arranged through the Labour Relations Department.

35.2 The meeting will be held not later than 14 calendar days following the receipt of the above request. If such meeting is not requested, the Union or the Company must notify the other party in writing within the time limit specified in Rule 35.1 of its intention to proceed directly to arbitration with the grievance. If a pre-arbitration meeting fails to resolve the matter, it will be regarded as proceeding directly to arbitration in accordance with the following provisions.

35.3 When a grievance has been identified as proceeding to arbitration by either party, it must be scheduled for hearing with a sole arbitrator within 60 calendar days of the notification to proceed to arbitration or following the date the parties were unable to resolve the matter at a pre-arbitration meeting. Failure to schedule the grievance for arbitration within such period will result in the matter being considered dropped and not subject to further appeal. The Union will provide the Director of Human Resources with a list of the three arbitrators to have the matter heard. If the Company does not agree to any of the arbitrators, they will, within 10 calendar days, forward a list of three arbitrators for the Union's consideration. If the Company fails to provide a list of arbitrators within the 10 calendar day period, the Union will arrange to have the matter heard by the arbitrator of its choice.

35.4 If the Union and the Company are unable to agree on the selection of a single arbitrator from among the three names supplied by each party, the Federal Minister of Labour shall be requested to appoint an impartial arbitrator. The arbitrator shall proceed as quickly as possible to determine the matter in dispute and his/her decision shall be final and binding.

35.5 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.

35.6 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.

35.7 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.

35.8 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.

35.9 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.

35.10 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.

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

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

35.12 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

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 W.S.I.B. claim be approved, W.S.I.B. 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

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, page 100 and Early Return To Work Letter page LOU-25.

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.

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 re-apply 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 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 free passenger rail transportation. This does not refer to special free transportation which may be issued to employees in train service on account of the necessary requirements of that service.

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 Where an automobile mileage allowance is paid, such allowance will be in accordance with the Company's policy but not less than \$.34 cents per 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.

44.2 The amount to be deducted shall be equivalent to the regular dues payment of:

National Automobile, Automobile, Aerospace, Transportation and General Workers Union of Canada (CAW - Canada); 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 Organization in accordance with their respective constitutional provisions. The

provisions of this Rule 44 shall be applicable to the 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 the Organizations listed above shall be available to any employee eligible under the constitution of the 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 Organization referred to in **44.2** hereof, not later than 40 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 Organization 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 15 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.

44.18 Upon presentation of appropriate authorization, the Company agrees to deduct the Retired Workers dues associated to the CAW Retired Workers Chapter. Such dues will be deducted and forwarded to the Union in the same fashion as the regular dues as set out in Article 44. The Union shall advise the Company in writing the level of such dues.

SECTION 9 - LEAVES

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 three 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 365 days in order to serve the period of incarceration.

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

NOTE – Family members will be defined as those contained in Rule 49.

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 eight hours' time each weekday and eight 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

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

Bereavement Leave

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

49.2 Upon the death of an employee's brother, sister, step-parent, step-sister, step-brother, grandparent, spouse's grandparent, grandchild, father-in-law, mother-in-law, sister-in-law, brother-in-law, daughter-in-law, or son-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 three 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
- 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 10 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 or parental and adoption leave will be included in determining the 10 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.

In Agreement #12 Rule 51 applies except that if it is determined that work is needed to be performed on the holiday in the current GO Transit Project it will be allowed on a voluntary basis. Local committee to be consulted.

**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 eight 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 four-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

52.1(a) An employee who, at the beginning of the calendar year, is not qualified for vacation under Clause (b) hereof, shall be allowed one working day's vacation with pay for each 25 days' cumulative service, or major portion thereof, during the preceding calendar year, with a maximum of 10 working days until qualifying for further vacation under Clause (b) 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 his/her vacation scheduled on the basis of 1 working day's vacation with pay for each $16 \frac{2}{3}$ days of cumulative service or major portion thereof, during the preceding calendar year, with a maximum of 15 working days; in subsequent years, he/she will continue vacation entitlement on the foregoing basis until qualifying for additional vacation under Clause (c) 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.

(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 1 working day's vacation with pay for each $12 \frac{1}{2}$ 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.

(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 has completed at least 6,250 days of cumulative 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 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, adoption, parental leaves, to attend committee meetings, called to court as a witness or for uncompensated jury duty, not exceeding a total of 100 days in any calendar year shall be included in the computation of service in that year for vacation purposes.

(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 have such vacation carried to the following year; however such vacation must be exhausted within 3 months after the employee returns to full duty (after ERTW). Arrangements to take vacation

shall be exclusive of the normal vacation process. The Local Committee to be consulted.

(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 15 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% of the employee's previous year's earnings, less and appropriate amount (approximately 30%) 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 12-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 will be forwarded to the Company by February 1st of each year.

Vacation will be awarded based on an employee's terminal seniority in their respective classification.

Applicants will be advised no later than that last day 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 1 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, unless otherwise mutually agreed, the intention is to close the shops in July for the annual vacation period. Management and duly authorized representatives of the employees will agree prior to January 15th 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 two 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 all 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) In the GO Transit Project the Christmas shutdown shall be between Christmas and New Years only.

SECTION 10 - BENEFITS

RULE 53

Employment Security and Income Maintenance 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.

RULE 54

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 \$7,000.00 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 \$7,000.00 of life insurance coverage will be provided at age 65.

RULE 55

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

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

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: Employees who retired prior to April 12, 1992 will have continuation of benefits that were applicable upon his/her retirement date up to age 65.

SECTION 11 - CONTRACT CLAUSES

RULE 58

Procedure

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

RULE 59

Revision of Rules

59.1 Should either the Company or the Union desire to revise these rules, a written statement containing the proposed changes shall be given and conference held within 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 the responsibility for printing of the Collective Agreement.

RULE 62

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 36 months commencing **January 1, 2011** and expiring **December 31, 2013** and thereafter subject to four 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 **August 31, 2013**.

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

NOTE: All changes in this Agreement are pursuant to the terms agreed upon in the Master Agreement signed by the parties on **May 19, 2011**. In the event that any discrepancies may appear, the terms of the Master Agreement shall prevail.

Signed at North Bay, Ontario this 19nd day of May, 2011.

For ONTC:

P. Goulet
President

For the Unions:

B. Kelly
President
Caw Local 103

P. Boileau

CAW Local 03

G. Trudel
CAW Local 103

G. Wessman
CAW Local 103

T. Dattilo
National Staff Representative
CAW Canada

SECTION 12 - APPENDICES

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) Effective upon Ratification:

Meals:	Breakfast	\$ 7.00
	Lunch	\$10.00
	Dinner	\$21.00
	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 \$210.00 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.

Appendix I
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 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/she 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 Parlour Car employees, who arrive late for their assignments, but report prior to the mid-point of their tour of duty, will be paid for the day provided such late arrival is directly attributable to the aforementioned severe snow conditions. Employees who report after the mid-point of their tour of duty will be paid one-half day.

With respect to employees who are unable to report for work due to the aforementioned severe snow conditions, or who report after the mid-point of their tour of duty, it is agreed that notwithstanding the provisions of the Collective Agreement, such 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 Parlour Car staff are involved results in certain vagaries and uncertainties from day to day. Furthermore, the Collective Agreements covering these employees contemplate their services being interrupted by storm conditions and there are arrangements in their Collective Agreements in respect thereto. Alternatively, it is recognized, generally speaking, that opportunities will occur for such employees to make up lost miles or time resulting from storm conditions. Therefore, no special arrangements are contemplated for these employees."

Yours truly,

(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 1P8

Mr. J. M. Kearns,
National President,
Brotherhood of Railway
Carmen of the U.S. and
Canada,
1729 Bank St., Room 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:

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

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

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

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

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

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

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

support its contention. Any such grievance must be submitted within 30 days from the alleged non-compliance.

Yours truly,

P. A. Dymont,
General Manager.

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/she is capable of performing.

This letter will confirm our understanding that, in such circumstances, the proper officer of the Company and the General Chairman of the 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/her 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/she is qualified for and has the ability to perform.

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

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

undue hardship, the General Chairman may discuss the circumstances with the Company.

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

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

Yours truly,

(Original Signed)

D.C. Fraleigh
for: General Manager

I concur:

(Original Signed)

J.W. Asprey
President and Secretary

LETTERS OF UNDERSTANDING

January 8, 1986

8000-56

Mr. J. M. Kearns
National President
Brotherhood Railway Carmen
of the U.S. and Canada
1729 Bank Street 306
Ottawa ON K1V 7Z5

Dear Mr. Kearns:

This has reference to our discussion with respect to the three demands served on the Company by your organization on April 8, 1985.

With respect to demands nos. 2 and 3 it is understood that for the period December 23, 1985 to December 31, 1986, except for a completed change at Timmins, carmen will be maintained as certified car inspectors at those locations where presently employed as such, i.e.:

North Bay, Ontario
Englehart, Ontario (run through terminal - pull by
inspections only)
Timmins, Ontario
Cochrane, Ontario
Rouyn-Noranda, Quebec

The change contemplated at Timmins is to move all or part of the inspection function to Kidd.

It is further understood that these certified car inspectors will continue to perform the related no. 1 air brake test on freight trains as are presently being performed by them. This shall not be interpreted to prevent train crews from performing such brake tests as they are presently performing, nor shall it restrict the Company from discontinuing no. 1 brake tests on equipment at Englehart, where such tests are not required by regulation.

It is our understanding that the foregoing disposes of the three
carmen demands. If so, will you please concur in the space
provided below.

Yours very truly,

P.A. Dymont
General Manager

E. W. Tandy
Brotherhood Railway Carmen

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 forklifts is not the exclusive work of any one group.

The parties 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 Local 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 26.

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.

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

April 22, 2008 - REVISED

8336-4

Mr. Pierre Boileau
CAW Local 103
C/O Car Shop
North Bay, Ontario

Dear Pierre:

**Re: Implementation of the Letter of Understanding
Regarding Helpers**

This correspondence is intended to summarize the method we discussed in regards to implementing the transition of positions from Helper classification to Material Handler classification at North Bay in accordance with the provisions of the above-captioned letter.

1. Ten (10) Helper positions have been identified in North Bay as follows:

- 2 positions Grit Shop
- 1 position Diesel Shop
- 1 position Wheel House
- 1 position Car Shop Evenings (4-12 shift)
- 1 position Outside Repair Track
- 3 positions Inside Repair Track
- 1 position Blacksmith Shop

2. Employees who currently hold positions of Helper have the option to remain on their Present positions or to bid on the advertised positions.

3. In filling any of the above positions, Helpers currently designated by craft will be given preference over other applicants for positions in their current craft, e.g. Carmen Helpers will have preference over other applicants for position previously considered Carman Helper positions; Machinist Helpers will have preference over other applicants for positions previously considered Machinist Helper positions.

4. Remaining positions not filled by present Helpers will be designated as Material Handler positions and will be bulletined to employees in the Labourers group per Rule 19.

5. All employees holding positions on Material Handler will be required to rotate within these positions on a monthly basis. Rotation scheme to be arranged between the CAW Shop Committee and the appropriate officer of the Company.

6. Positions of Material Handler will be bulletined to employees in the Labourers group on a bi-annual basis in accordance with Rule 33.6.

7. As of October 25, 2005 when a temporary or permanent vacancy for a helper is required to be filled it will be offered to Helpers first, then to the Engine Attendants.

8. Add definition to Rule 33.2 as follows:

A Material Handler makes available by preparing, procuring, obtaining, delivering or distributing parts, equipment or materials to be used by tradesmen/ women or other classifications in the performance of their work and utilizes various types of vehicles or gas, diesel, pneumatic or electric-powered equipment necessary in the performance of such work except that he/she does not operate mobile cranes or other equipment at derailment sites.

If you are in agreement with this understanding, kindly signify by signing and returning one copy of this letter to me. Once I receive it, I will have the Superintendent Equipment Maintenance begin the process of bulletining and filing the positions.

Yours truly,

K. Duquette
Chief Mechanical Officer

cc. Mr. G. Zabarelo

I concur

Signed
P. Boileau
Unit Chair Agreement #12
CAW Local 103

April 2, 1998

Brian E. Stevens
President
CAW Local 103

Dear Brian:

Re: Health, Safety, and Loss Control

During our latest round of collective bargaining we had considerable discussions concerning the poor Health and Safety performance of the Mechanical Department and the need to elevate this issue to a higher level with the intent of moving toward the elimination of injuries, accidents, and damage. This issue is one representing common ground and it is my conclusion that without working in a joint effort, achieving the level of performance we ultimately require will be very difficult. The question remained, how do we jointly act and identify that this is a serious issue and that we are both truly committed to improvement. The intent of this letter is to illustrate our joint concern about Health and Safety in the workplace and to identify specific actions designed to improve the Mechanical Department's performance. As Chief Mechanical Officer and with the support of the Union, I will implement the following:

1) Performance Management: Safety and Health will be a Key Result Area for each management employee within the Mechanical Department. Supporting this, will be specified objectives related to the improvement of Health and Safety in the workplace. Further, each management employee will be required to share these with his/her direct reports.

2) Special Assignment: Effective May 11, 1998, two Joint Health and Safety Committee persons, one selected by management, and one selected by the Union will be placed on a three (3) month Health and Safety Assignment. This assignment will include:

- Following up on outstanding Joint Health and Safety Committee recommendations

- Developing a set of objectives and guidelines for the Joint Health and Safety Committees
- Defining training and education needs for the committee and workforce
- Establish a 1-year plan designed to improve Mechanical's health and safety performance, which will be reviewed by the Joint Health and Safety Committee and Steering Committee on an annual basis.
- Identify hazardous chemicals, materials, and carcinogens currently in use in the workplace with the view of eliminating their use, finding alternatives and if necessary define and implement ways to control exposures.
- Develop a process whereby any new chemicals, materials or work processes which could be hazardous to safety, health or the environment, will be evaluated for use by the Joint Health and Safety Committee.
- Improve the attitude and awareness of Safety and Health in the workplace

3) Joint Health and Safety Committee: The committee will be charged with the implementation of recommendations which have the consensus of the entire committee. Recommendations which do not have the entire committee's support will be forwarded to the Chief Mechanical Officer who will respond within 30 days.

4) Mechanical's Health and Safety Performance and issues will be an ongoing item at each labour/management meeting.

5) Health and Safety Steering Committee: It is imperative that the parties work together to develop the Steering Committee as described in the letter signed April 1992. The Steering Committee will recognize that members of the Joint Health and Safety Committee require time, resources and information be made available to them in order to deal with health and safety issues in the work place. The Steering Committee will provide the above on an as needed basis with the intent being to improve the Mechanical Department's overall health, safety, and loss performance.

6) Within six (6) months from the signing of the Collective Agreement, the Company, in consultation with the Union, will provide an information/education session for all employees

within the Mechanical Department concerning the revised Worker Compensation legislation in Ontario, known as the Workplace Safety and Insurance Act.

There is no question that if we jointly focus on common ground issues that we can make a difference in improving Health and Safety within the Mechanical Department and as well play a leadership role within the entire organization

Yours truly,

Tom Burton
Chief Mechanical Officer

April 2, 1998

Mr. Brian Stevens
President
CAW Local 103

Dear Mr. Stevens:

**Re: Purchase of New Locomotives –
Delivery Date 1999**

This has reference to your concern raised during negotiations regarding the inclusion of a Service and Maintenance Agreement with the new locomotive acquisition slated for the third quarter of 1999. This will confirm that it is not the intention of the Company to arrange a Service and Maintenance Contract with the manufacturer of the six new SD 75 locomotives

I trust that this letter will alleviate your concern.

Yours truly,

T.G. Burton
Chief Mechanical Officer

April 2, 1998

Mr. Brian Stevens
President
CAW Local 103

Dear Brian:

RE: NON-DISCRIMINATION/HARASSMENT

During negotiations, both parties agreed that discrimination and harassment in the workplace were issues of common ground requiring a joint cooperative approach. Additionally, both parties identified the desire and commitment to achieve a workplace free of discrimination and harassment. Providing fair and equitable treatment for all employees is best achieved in an environment where all individuals interact with mutual respect for each other's rights. All employees are expected to treat all persons with courtesy and consideration and must not engage in discrimination or harassment because of a prohibited ground contrary to the Ontario Human Rights Code (the Code). Prohibited grounds are race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, sex, sexual orientation, age, record of offenses, marital status, family status, or handicap as defined by the Code.

The parties recognize the existence of the jointly developed Corporate Discrimination and Harassment Prevention in the Workplace Policy (policy 6-T) and agree that this Letter of Understanding is intended to follow the Corporate policy's basic principle and to be complementary.

Harassment and discrimination are defined as a "*course of vexatious comment or conduct that is known or ought to reasonably be known to be unwelcome*" that denies individual dignity and respect. At Ontario Northland, all employees are expected to treat others, and be treated with courtesy and consideration, and to discourage harassment and discrimination. The workplace is defined as any Company facility and includes areas such as offices, shop floors, rest rooms, cafeterias, lockers, conference rooms, and parking lots.

Properly discharged supervisory responsibilities including disciplinary action or conduct that does not interfere with a climate of understanding and respect for the dignity and worth of Ontario Northland employees are not considered harassment or discrimination. Neither is this Letter of Understanding meant to inhibit free speech or interfere with the normal social relations that are part of life in Ontario Northland.

In striving to achieve a harassment/discrimination free workplace, within the Mechanical Department, the parties recognize that most frequently, issues and situations of this nature are best dealt with jointly, at the earliest stages by people close to the situation, familiar with the environment and trained to effectively respond.

To facilitate intervention/ resolution of issues at the earliest stages, Mechanical employees who feel that they are being harassed and/or discriminated against are encouraged to:

- * Tell the person involved as soon as possible, how you feel, and request that he/she stop the conduct you find offensive
- * If you feel uncomfortable approaching the person, or if the harassment continues, bring the incident forming the basis of the complaint to the attention of the Supervisor and Union Representative.
- * In instances of a minor nature, the Company and Union may agree that the best approach is for the Union to try to resolve the complaint between bargaining unit employees.
- * If the Union Representative and/or Supervisor cannot deal with the complaint, it will then be submitted to the Human Rights Committee as outlined in Policy 6-T.
- * In attempting to resolve the complaint, the parties may seek the assistance from other resources available within their respective organizations.

Training

It is recognized that the Mechanical Department has made efforts to ensure that its employees understands the seriousness of the ONTC's commitment to provide a workplace that is free of harassment and discrimination. In addition to the one day training provided to employees in the fall of 1997, the

Mechanical Department will require that all new employees will receive that training and further that all employees will take part in appropriate training in the final year of this agreement.

It is also recognized that the Union has made efforts to ensure the workplace is free of harassment and discrimination through its promotional material, early intervention practices and involvement in jointly developing the Corporate Policy.

In consideration of this common ground issue, the Company will provide a three-day training program for all Union representatives, supervisors, and relieving supervisors within 6 months of the signing of the Collective Agreement. The purpose of this training and this Letter of Understanding is to allow the Mechanical Department and the Union the opportunity to address and resolve internal problems related to harassment and discrimination in a joint fashion, to promote fair and equitable treatment of all employees, and to achieve a workplace free from harassment and discrimination.

Yours truly,

Tom Burton
Chief Mechanical Officer

In concurrence and endorsement:
Brian Stevens
President, CAW Local 103

April 2, 1998 (rev 2005)

Letter of Understanding on Contracting Out

This has reference to the Union's demand during the 1997-98 negotiations concerning the contracting out of bargaining unit work. While the parties may not always agree that work sent out is bargaining unit work, we discussed instances where alternatives to contracting out work, such as locomotive engine blocks, suggested that improvements in efficiencies, cost, quality of work or other factors were possible. As a result of these discussions, the Company agreed that on future locomotive overhauls, work traditionally performed by bargaining unit employees on the engine blocks would be returned to the bargaining unit, ie, crankshaft removal and qualifications, fitting main bearings and qualification of the engine block, qualification and retapping of all bolt holes and the removal and installation of lower liner inserts.

Additionally, the Company and the Union agreed that a refocusing on maximizing the utilization of the workforce could better position the Company to respond to operational and customer needs and would continue to ensure that tradespeople are kept abreast of emerging work practices and technologies.

With those principles in mind, the parties are in agreement that the process outlined below will act as an alternative process, in support of the general principles as specified in Appendix VIII;

1. The President of Local 103 and the proper officer of the Company, or their delegates, will meet at least quarterly, if necessary, to discuss any such work which is currently or is anticipated to be contracted out. Either the Company or the Union may present matters for discussion.
2. The Company further agrees in instances where a supervisor intends to contract out work which may arguably not come within the scope of the Collective Agreement, they will advise the Union in advance and provide details supporting their decision in advance to sending out the work.
3. The parties may undertake a review which could suggest ways to improve work processes and/or workforce utilization

which could affect the decision to contract out work or return work into the shops.

4. The parties will have at their disposal, if necessary, the Lines of Demarcation Committee, to review and make recommendations on alternatives to work contracted out or to be contracted out of the shop.

For Ontario Northland

For CAW Local 103

Steve Carmichael
President

Brian Kelly
President

STATEMENT OF COMMITMENT

Early Return to Work

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

S. Carmichael
for Ontario Northland

Brian Kelly
for CAW Local 103

Early Return to Work

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

Communication and Training

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

Process

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

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

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

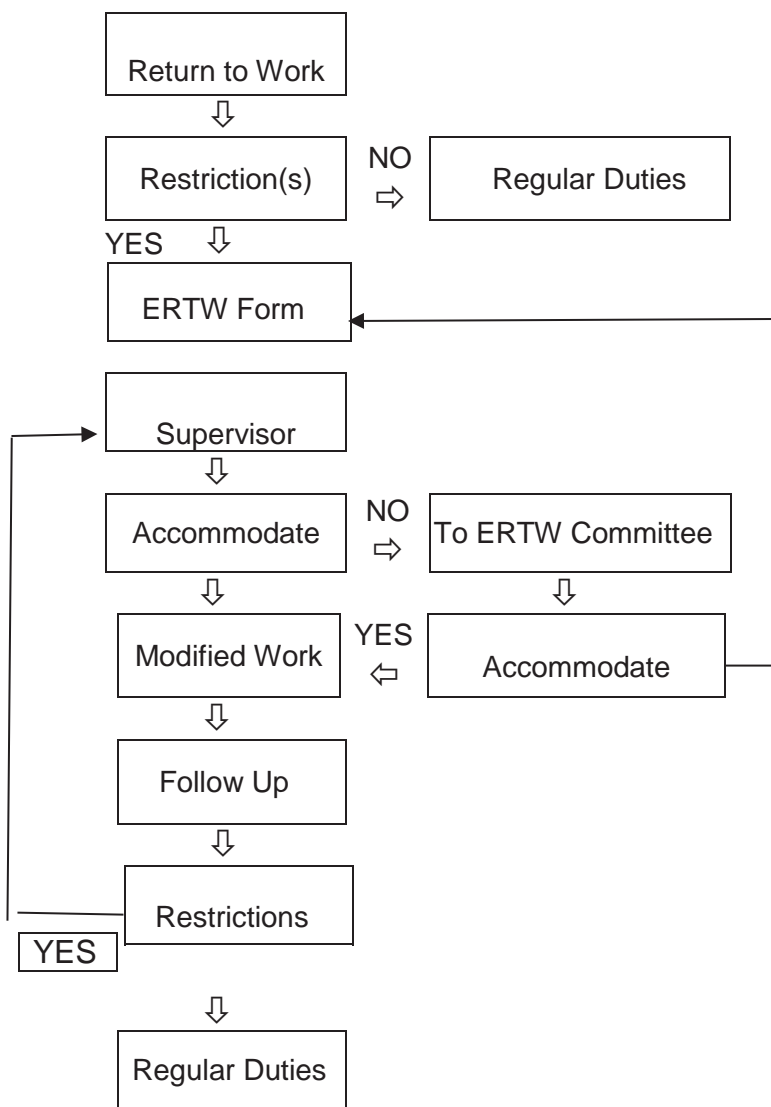
If the Joint ERTW Committee is unable to find a suitable placement within two weeks, this will be communicated to the employee identifying reasons why they are unable to accommodate, this could include that further information is required, further recovery is needed or no work is available. If the ERTW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

Temporary accommodations may last up to six months and any reassessment or follow up will be established by the medical community on an individual basis. Employees on long term

accommodation (more than 6 months) shall be reviewed by the ERTW Committee once a year to establish if there has been any changes in the employee's condition that could affect the accommodation. Should additional accommodation be required, the Committee will again conduct a review to include any new or additional information. For longer term accommodation, medical reassessment may be required at six month intervals on an individual basis.

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

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



Top – Up Pay for Early Return to Work Program

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

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

Greg Stuart
Director of Human Resources

I concur:

Brian Kelly
President CAW Local 103

Letter of Understanding

January 20, 2003

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

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

For the Unions:

A. Mitchell
President
National Automobile, Aerospace,
Transportation and General Workers
Union of Canada (CAW-Canada)
Local 103

For the Company:

R. Hains
Executive Vice-President

**Letter of Understanding
Road Trips Iroquois Falls**

To better respond to the customers needs, and maximize the utilization of the workforce at Cochrane and Kidd, the Company and Union hereby agree that the Carman from Cochrane will attend Road Trips at Iroquois Falls. In the event that no Carman are available on shift in Cochrane the Carman from Kidd Creek would be utilized.

This agreement is to commence April 30, 2003 and run until October 31, 2003, at which time the parties shall review it to determine whether it is meeting the customer's requirements.

After the review is completed either party can cancel this agreement upon 30 calendar days notice.

Signed this date May 7, 2003

Tom Burton
Chief Mechanical Officer

Brian Kelly
CAW Local 103

GO PROJECT

This Letter of Understanding is made pursuant to MoU dated April 2, 1998 with respect to the parties' recognition and mutual interest and desire of attracting contract work into the Mechanical Department.

GO Transit invited Tenders (No. PT-2003-RE-037) for the Supply of Labour, Equipment, Materials and Transportation required to Refurbish Fifty-Four (54) Bi-Level Coach Cars and Seventeen (17) Bi-Level Cab Cars, with an option to refurbish an additional Forty-Two (42) Bi-Level Coach Cars and Eight (8) Bi-Level Cab Cars expected to be awarded in March 2004

In order to position the department to successfully carry out the work necessary in the event the bid offer is accepted, significant changes in operations and organization will take effect. The Union for its part has agreed to the following which will only take effect in the event of successful awarding of the GO Transit contract.

A major component involving the GO Contract is expected to be labour, the parties recognize that the Mechanical Department would be unable to adequately staff the contract work and continue to provide maintenance support to the ONTC with current staffing and therefore it is expected that hiring of new staff will be necessary. Given the state of affairs across the nation with respect to Skill Trades shortages, ONTC expects that it will have difficulty hiring the necessary number of Railway Carmen to meet the staffing requirements. Therefore, with the Union sufficiently satisfied that the Company has demonstrated that special arrangements are needed as contemplated in the MoU RE: Contracting In of Work will be necessary to satisfy the requirements of the contract, the parties agree to initiate the following;

NORTH BAY

1. A new bulletin area "GO Project" will be created in the North Bay Shops for all classifications required.

2. It is recognized that current Coach Shop work will be relocated to Cochrane and as a result those employees occupying Coach Shop bulletin positions will have rights to claim positions elsewhere in the terminal in line with their seniority as jobs are abolished and work transferred.
3. The current Light/Heavy work will be performed within a new bulletined Freight Project area to be housed in the proposed shop extension at East End of current car shop facility. This extension will proceed with the necessary capital budget approvals.

Inside/Outside/Yard bulletined areas will be combined and bulletined as OSR/Yard. In the event they are not able to perform certain running repair work on the OSR/Yard, the floor jacks located inside the current track 3 and 4 which are to be relocated with the new extension and will be available to them for running repair work. (the Union will withdraw grievances on OSR/Yard and combined Coach and Light Heavy bulletin).

The current Coach Shop Truck Room will be relocated elsewhere in the terminal and the Company acknowledges that in order for the new Truck Shop (freight and coach) to be safe and efficient that it will need to incorporate design improvements and the Company agrees to make best efforts to incorporate recommendations submitted by the CAW Health and Safety Committee member.

4. Should it become necessary to erect a stand alone building at the North Bay terminal for GO Transit undercoating, that facility will be considered within the Paint and Prep bulletin area.
5. The parties acknowledge that with the awarding of the GO Transit contract there may be the need to increase staff compliment in the Electrician, Railway Carmen and Support Services classifications, however it is agreed that no employees will be required to relocate to another terminal as a result of these operational and organizational changes. Employees will however be allowed to relocate if they wish to claim a position on a

system bulletin at another work location within their classification.

7. A System bulletin will be posted for the required Trades positions in North Bay with “hours of work and rest days to be determined upon completion of terminal bulletin process”
8. A Job Opportunity will be placed in major newspapers advertising for the position of Railway Carmen with consideration given to other such qualified applicants such as Millwright, Welder (Const & Maint), Sheetmetal and/or Tinsmith. These applications will be reviewed by the Apprenticeship Committee prior to the interviewing stage for consideration with respect to suitability for entry into the Railway Carman classification. Such consideration will include the probability of any candidate successfully qualifying within an acceptable period of time following industry specific familiarization, training, and instruction.
9. Once offers of employment have been accepted and prior to entry into the workplace, the Apprenticeship Committee will review non Railway Carmen candidate’s skill competencies, and determine the needs and time frame of training to reach journeymen/women Carman status. Each new hire will be provided with training/familiarization schedule on date of entry. This process will be used for the filling of Carman positions in both North Bay and Cochrane.
10. Employees hired under the process of number eight (8) and nine (9) will be deemed by the parties to be qualified pursuant to Rule 25. However, new hires with Railway Carmen qualifications will be hired into workplace in advance of those identified as having transferable skill competencies.
11. The Company and Union will assign one individual each who has sufficient knowledge, experience, and training to assemble appropriate training materials and prepare in-class and on-the-job sessions for Carman familiarization training and the parties will work with the local Ministry

Apprenticeship office in order to obtain appropriate recognition and credits for the in-class training.

Cochrane

1. As stated above it is expected that rail passenger work would be centralized at the Cochrane terminal which will present new opportunities for training, upgrading, progression, and new hires.
2. A new facility would be built to allow for rail passenger cars to be housed. It is expected that all coach work (save for trucks rebuilds and upholstery) would be performed inside this facility and appropriately staffed, which will include the addition of a Pipefitter to the Terminal compliment.
3. The construction of the new facility will proceed with the necessary capital budget approvals being received.

General

1. The Union recognizes that there will be a number of GO Transit components that will be sent to specialized shops or subcontractors for renewal and reconditioning in line with the tender documents. The Company confirms that this recognition is in relation to GO Transit work exclusively and will have no effect in altering the work which is presently and normally performed by employees.
2. Providing appropriate expenditure approvals are received, new facility construction contemplated at Cochrane and North Bay and modernization of the Paint and Grit Shop will be let as "design-build" contract(s) and all work associated with the construction and modernization of these facilities will be the responsibility of the contractors. To ensure current fixed assets are protected, tie-in requirements to existing services will be done in conjunction with appropriate maintenance trades.
3. The Company agrees that trades engaged in facility maintenance will be provided familiarization training prior to the completion of the construction. Furthermore, it is

understood that the Company will not enter into any service or maintenance agreement(s) in relation to these additional facilities.

4. All work presently performed by maintenance trades will continue to remain within the jurisdiction of the bargaining unit and will not be impacted by this LoU.
5. In consideration of the current demographics of the workforce, the Company commits to maintaining active apprenticeship programs and will continue to provide progression opportunities to Support Services Group and other employees into the trades as part of their succession planning.
6. Best efforts will be made during the hiring process to advance the principles of the Employment Equity taking into account the Company's Hiring and Promotion Policy.
7. In addition to the Company's New Employee Orientation, all new hires will receive 1 day CAW HR training as per agreement.

Agreed to this 12th day of February, 2004.

For the Company:

For the Union:

Randy Evers
Superintendent GO

Brian Kelly
President – CAW Local 103

Greg Stuart
Director of Human Resources

Denis Larabie
CAW Local 103

February 4, 2005.

Mr. Brian Kelly
CAW Local 103
North Bay, ON

RE: Grievances 2706, 2709

Dear Mr. Kelly:

In order to resolve the above grievances, the Company agrees to follow the established practices when staffing gang assignments.

I trust this resolution is satisfactory.

Glenn W. Zabarelo
Manager Labour Relations

Brian Kelly
Unit Chairperson
CAW Local 103

February 22, 2005

Letter of Understanding
Drug, Alcohol, or Genetic Testing

Brian Kelly
Local President
CAW Local 103

Dear Mr. Kelly

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

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

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

Yours truly

Greg Stuart
ONTC Director Human Resources

I concur

Brian Kelly
President CAW Local 103

Agreement #12 Apprentice Selection Protocol

During the 2004 round of negotiations the parties agreed to the following process which will be used to direct the Joint Apprenticeship Committee when selecting Apprentices. Should the JAC wish to suggest changes to the protocol, they will submit their proposal to the Director of Human Resources and the CAW Unit Chairperson for their mutual consideration and approval before implementation.

In order to be considered, applicants to Apprenticeship Opportunities must include an educational profile with their application, which will be assessed by the Joint Apprenticeship Committee before proceeding further into the selection process. Candidates who do not meet the educational requirements will be required to meet that criteria to the satisfaction of the JAC Committee before re-applying for future apprenticeships.

Applicants will undergo the following evaluation tests which will be marked separately. In order to qualify for consideration for an apprenticeship, the overall average of the marks must exceed 60% based on the following weighted criteria.

- 10% Education and Experience
- 30% G3 TOWES
- 30% Hands on Apparatus test
- 30% Interview by JAC

Applicants who do not meet the overall 60% mark will be required to provide the to the JAC confirmation that they have upgraded their skills in areas defined by the JAC before re-applying for future Apprenticeships.

Subject to commitments made by the Parties to increasing the diversity in the workplace, qualified applicants who have met the overall mark of 60%, will be pooled in a candidates list and recommendations will be made to the Director Human Resources.

This process will not preclude the JAC from making recommendations which may include identified upgrading (ie Towes) provided the candidate achieved the 60% overall mark.

Apprenticeship will be filled based on the following procedure with preference given to;

- a) Employees covered by CAW Wage Agreement #12; if exhausted then
- b) Employees covered by other CAW Agreement; if exhausted then
- c) Employees in other ONTC department; if exhausted then
- d) Applicants from outside ONTC, with preference to active or laid-off CAW members elsewhere.

Within each trade, internal candidates will be set up based on their Mechanical Department Seniority date first. If two candidates have the same Mechanical Seniority date, then their overall ONTC service will be used to determine seniority date into their respective trade.

Educational and Experience Scoring – JAC to finalize

Minimum Grade 12 Requirement

- Grade 12 is defined as an Ontario Secondary School (OSS) Graduation Diploma or equivalent diploma from other Canadian provinces or successful completion of a G.E.D (General Educational Development Testing), as defined by the Ministry of Education.
- Foreign Credentials to be evaluated by World Education Services (WES) at applicant's expense.
- Completion of an equivalency test for entrance to a community college or other institution is not accepted.

ONTC Service

Maximum of 3 points awarded for ONTC Service

12 to 23 months of service = 1 point
24 months to 35 months = 2 points
36 months and over = 3 points

Educational Points Summary

A maximum of 22 points is available for Education

- 2 points for Senior Mathematics
 - OSS
 - Post Secondary (55 hours of instruction)

- 10 points for Technical/Vocational courses
 - Maximum of 4 points at OSS Junior Level
 - 6 points at Senior OSS or Post Secondary level
 - Senior or Post Secondary level credits may be substituted for junior level courses, but not vice versa. Post Secondary credits (55 hours of instruction) may be substituted for senior level OSS courses.

- 10 points for Trade Choice related education and Experience
 - 4 points maximum for Post Secondary Trade choice related courses.
 - 3 points maximum for Completed years of Post Secondary Completed Years
 - 3 points maximum for years of work experience.

Definitions

1. Typical Ontario Secondary School Credit as a course that has been scheduled for a minimum of 110 hours.

2. Junior OSS credits as Grade 9 and 10 and Senior OSS credits as Grade 11 and 12 level.

3. Points may be awarded for Post Secondary Education at a rate of 1 point per successful completion of a minimum of 55 hours of instruction (6 College Credits). College credits or College Education Units (CEU) are defined as 10 contact hours of instruction.

4. No points available for OAC (Grade 13) as it no longer exists in Canada.

5. 2 points available for senior OSS Mathematics credits:
 - 1 Senior OSS Mathematics = 1 point
 - 55 hours of Post Secondary Mathematics = 1 point

6. 10 points available for OSS Vocational Credits with a maximum of 4 points given at the OSS Junior Level
 - o 1 OSS Credit = 1 point
 - o 55 hours of Post Secondary Vocational instruction = 1 point
 - o Vocational OSS Course Codes generally begin with the letter "T"

7. The following courses will be limited to a maximum of 1 point each towards Technical/Vocational Credits:
 - o General Computer courses
 - o Drafting (Conventional or CAD)
 - o Welding
 - o Electrical
 - o Machine Shop
 - o Automotive

8. Maximum 4 points available for Additional Trade Choice related training at the Post Secondary school level:
 - o 1 point per minimum 55 hour of instruction
 - o These points are trade specific and may result in different scores for different trade application choices.

9. Maximum 3 points available for completed years of full time Post Secondary school program related to trade choice:
 - o Define completed years as 38 weeks per year
 - o 38 week program = 1 point
 - o Technical Diploma = 2 points
 - o Technologist Diploma = 3 points
 - o Engineering Degree = 3 points

10. Maximum 3 points available for Trade Choice Related Work Experience:
 - o 2000 hours of work experience = 1 point
 - o Documentation must be provided on Company letterhead supporting work experience and dates worked
 - o Co-op and other educational programs do not qualify for these points.

A maximum of **25 points** is available for education, related training, experience and ONTC service.

JAC TOWES G3 Scoring – JAC to finalize

Reading Text	Document Use	Numeracy
1 = 2	1 = 2	1 = 2
2 = 10	2 = 10	2 = 12
3 = 22	3 = 20	3 = 26
4 = 28	4 = 27	4 = 38
5 = 30	5 = 30	5 = 40

Reading Text 3	22		
Document Use 2	10		
Numeracy 3	26		
Total	58	X 30/100 =	17.4 points

February 22, 2005

RE: Apprenticeship Selection

In the revised language around the selection process for new apprentices a protocol is laid out to select internal applicants first and then look outside the organization. This arrangement works in our current situation, however, we have also committed to implement employment equity which may result in a recommendation from the Diversity and Community Access Committee which is contrary to the process laid out in the Apprenticeship Selection Protocol.

With your concurrence below it is our intent to review the selection protocol which would allow us to incorporate the recommendations of the Diversity and Community Access Committee following receipt of their recommendations.

Greg Stuart
Director Human Resources

I concur: _____

Brian Kelly
CAW Local 103

February 22, 2005

Dear Mr. Kelly

RE: Blue Flag and Auxiliary training

This will confirm our understanding reached at the negotiating table in relation to specific hazard training for employees.

The Company commits to conduct annual Blue Flag training to all employees covered by Agreement #12 as developed and delivered by the Joint Health and Safety Committee.

Additionally, the Company commits to conduct Wrecking Service training for employees engaged in Auxiliary and Hoesch service.

Yours truly

Greg Stuart – Director of Human Resources for:

Chief Mechanical Officer
Ontario Northland

February 22, 2005

Mr. Brian Kelly
CAW Local 103
North Bay, ON

Dear Mr. Kelly

**RE: Maintenance of Way Grievances regarding Sunday
Work, General Holiday Work and Consecutive Shifts and
Rest Days**

In order to resolve the above grievances, the Company agrees to meet with the Union annually, prior to the gang season to discuss gang work scheduling for the upcoming season.

I trust this resolution is satisfactory.

Mario C. Benedetto
Director Track and Structures

February 22, 2005

Mr. Brian Kelly
President CAW Local 103

Dear Mr. Kelly:

This will confirm that arising out of our various discussions concerning the restructuring in 2004 we agreed to provide work clothes for employees covered under Agreement 12 who work in Equipment Maintenance.

Each employee will be provided with one pair of pants and one shirt and provided with two changes per week. Essentially for this group of employees they will have one pair on with two pair in their locker and two pair being cleaned.

Greg Stuart
Director Human Resources

Motor Coach Mechanical Work Review Process

February 2005

The Company and Union agree that a refocusing on maximizing the utilization of the workforce will better position the Company to respond to operational and customer needs and continue to ensure that tradespeople are kept abreast of emerging work practices and technologies.

With those principles in mind the parties commit to the following:

1. The creation of the Motor Coach Mechanical Work Review Committee who will comprise of 2 members representing management for the Motor Coach Division and 2 members of the Union.
2. The Company will submit a list of work to be reviewed by the Committee.
3. The Committee will conduct a review of the list submitted and suggest ways to improve work processes and/or workforce utilization to affect keeping work in house, or where it is prudent, contracting out the work.
4. The Committee will file a report to the Company and Union with a list of recommendations. The Company and Union will then meet to finalize implementation of the Committee's recommendations.
5. The Company confirms that no employee will be laid off as a direct result of the implementation of these recommendations.
6. Notwithstanding this Letter of Understanding, the parties acknowledge that in the event of a dispute, Agreement #12 will supersede.

Cheryl Sutton
Director Motor Coach Services

Brian Kelly
President
CAW Local 103

February 22, 2005

Mr. Brian Kelly
President CAW Local 103

Dear Mr. Kelly:

This is to clarify the arrangements which have been made in Motor Coach Services for mechanics and in the Maintenance of Way Department for maintainers

In Motor Coach Services the mechanics are provided with one pair of coveralls per day plus a spare. Effectively they have one pair on and have one available as a spare. In Maintenance of Way the practice has been to purchase three pairs of coveralls for each employee each year. This practice is currently being reviewed with the possibility of moving to a service to provide the coveralls and will be no less than the clothing arrangement for the Mechanical Department.

I trust this clarifies the arrangements for work clothes.

Greg Stuart
Director Human Resources

February 22, 2005

In the 2004/05 round of negotiations the parties agreed to insert the Trade Description of Painter in the Collective Agreement to better reflect the trade employed pursuant to Agreement #12 in conjunction with the CAW Skill Trades program first negotiated in 1992.

In the Painter's description the Company expressed concern with the specific word "vehicles" might be construed as extending exclusive work jurisdiction of the painting of ONTC vehicles. The Union explained that while the paint shop has painted fleet vehicles from time to time when paint shop space was available the Company had also had vehicles painted externally when the exceptions of Appendix VIII and/or the provisions of the April 1998 Contracting Out letter were applied.

Given the parties commitment to maximizing the utilization of the workforce which would better position the Company to respond to operational and customer needs and an "ONTC First" focus, the Union commits to continue to work closely with the ONTC management as it has historically when fleet vehicles require painting

Randy Evers

Denis Larabie

February 22, 2005

Mr. Brian Kelly
President CAW Local 103

Dear Mr. Kelly:

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

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

Sincerely,

Greg Stuart
Director Human Resources.

Amendment #16

"17.02 Powers and Proceedings of the Board

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

February 22, 2005

Brian Kelly
President
CAW Local 103

Dear Mr. Kelly

RE: North Bay Powerhouse Grievance(s)

This will serve to confirm our discussions during the 2004/05 round of negotiations regarding the resolve to outstanding grievances involving the North Bay Powerhouse.

The Company outlined that the North Bay Powerhouse is a stand alone facility with the necessary monitoring equipment to have it classed as a guarded plant under the TSSA guidelines. Those documents are available for viewing should there be a desire to do so.

The day to day maintenance is performed by the appropriate trade in the Maintenance Department under the direction of the Maintenance Supervisor. The auto-dialer is programmed to call the Maintenance Supervisor should any of the fault alarms trigger.

Daily boiler readings and air compressor checks will be assigned by the Maintenance Supervisor who will ensure that the proper classification(s) is so assigned the tasks.

The Union should be aware that there has been a \$50,000 allocation in the 2005 capital budget to complete a study into the cost efficiency of the facility. The focus of the study will be to assist in making recommendations for more cost effective method, including alternative sources, of supplying services to the shops.

I hope this satisfactorily addresses the issues that gave rise to the grievances.

Yours truly
Greg Stuart – Director of Human Resources for the CMO.

Letter of Understanding Regarding CSU / Engine Watchman –
Hearst

Effective upon the closing of Job Opportunity #200-115 dated January 10, 2005, the Company will establish a Customer Service Unit Clerk / Engine Watchman position in Hearst. It is agreed that this position will be for a one year trial period from the date of implementation.

On a Without Prejudice or Precedent basis the parties agree that during this one year period, the position of Customer Service Unit Clerk covered by Agreement #4 at the Hearst Terminal will supplement their assigned hours of work as an Engine Attendant in order that the position will be gainfully engaged in a 40 hour work week.

Save for performing the assigned tasks as an Engine Watchman during prescribed hours of work and Rate of Pay in Agreement #12, the employee so engaged will for all other negotiated purposes, be covered by the terms and conditions of employment pursuant to Agreement #4, including by not limited to seniority, vacation, health and welfare benefits, the ESIMA etc.

The parties to this agreement will meet 30 days prior to the expiration of the one year trial period for a full review of this arrangement and to consider its renegotiation. In the event no agreement is reached, this position will be abolished.

Signed at North Bay, Ontario January 31, 2005

For the Union

Brian Kelly
President CAW Local 103

For the Company

Greg Stuart
Director of Human
Resources

February 22, 2005

Mr. B. Kelly
President
Agreement #12
CAW Local 103
North Bay, ON

Dear Mr. Kelly,

RE: Rest Days, General Holiday and Vacation period

As per our discussions during this 2005 round of negotiations, the parties agree that when an employee takes vacation in conjunction with or abutting their rest days and/or General Holiday, their rest days and/or General Holiday will be treated as inclusive of that vacation period, thereby making an employee unavailable for work on their rest days and/or General Holiday.

This does not change the availability rules with respect to vacation and general holidays, as covered under the Memorandum of Understanding on Auxiliary Service.

G. Zabarelo
Manager Labour Relations
Ontario Northland

February 22, 2005

Mr. Brian Kelly
Local President
CAW Local 103

Dear Mr. Kelly

RE: Retiree Benefit Coverage

This will confirm our discussions regarding retiree benefits under Agreement #12. It is agreed that the wording in Agreement #12 provides for the updating of retiree benefits in accordance with the coverage provided to active employees. Benefit coverage for retirees under age 65 who retired while covered by Agreement #12 will have their benefit coverage updated to the current active employee benefit level. In the event there are future changes to benefit coverage for active employees the benefit coverage for retirees under 65 will also be changed.

Sincerely

Greg Stuart
Director Human Resources

February 22, 2005

Dear Mr. Kelly

RE: Resolution of outstanding grievances – Englehart & 2100 Locomotive Work

This will confirm our understanding reached at the negotiating table regarding the outstanding grievances in relation to the Englehart terminal and 2100 Locomotive Work. The parties will accept that all grievances have been resolved on the basis of settlement outlined below;

- A committee consisting of 2 Union and 2 senior Management representatives will meet within 30 days of ratification of the Collective Agreement.
- The Committee will conduct a review the staffing needs at the Englehart terminal. The scope of work for this committee will be to establish the current workload and the personnel requirements to properly complete the work load and available means to meet those requirements.
- The Committee will also begin to review of the nature and volume of locomotive work being performed by CN Rail and to consider all options available to have the work returned to our ONTC rail shops. Additionally, the ONTC commits to include the Union in future MRTC distribution notices when 2100 locomotives are sent to CN Rail facilities.

If you are in agreement, could you please sign 2 copies and return them to me.

Yours truly

Greg Stuart – Director of Human Resources for:
Chief Mechanical Officer
Ontario Northland

I concur

Brian Kelly
CAW Local 103

GO Transit Agreement
October 25, 2005
Between
Ontario Northland Transportation Commission
And
CAW Local 103
Agreement #12

1. Creation of a new classification titled Special Project Worker (SPW) to work on the GO Transit project only. An SPW shall be trade specific (i.e.: Carman SPW or Electrical SPW) SPW's will be allowed to perform work in either the Carman or Electrical classifications, but not both. At this time a total of 9 Carman SPW are required and 2 Electrical SPW may be required. This number can be revised with agreement of both parties.

SPW positions shall be selected by the Joint Apprenticeship Committee (JAC) based on criteria formulated by the JAC.

SPW seniority shall be based upon the selection process detailed below.

Agreement #12 will have first preference, CAW Local 103 employee's second, third ONR employees, then outside hires.

SPW will be paid the rate of \$20.482, and shall receive yearly rate increases as per the collective agreement.

SPW's will on the date of hire be placed on the Support Services Consolidated seniority list and will retain such seniority for lay off purposes. At the end of the GO Project, any SPW who are laid off from the GO Project will be able to claim a support services position for which they qualify.

Current active employees who are members of CAW Local 103 will notwithstanding the provisions of any agreement, have their seniority protected in their former classification and if unable to hold work in Agreement #12, will revert to their former classification.

SPW's shall only be eligible to work overtime in the event that the Carman or Electricians respective overtime lists are exhausted.

SPW shall be evaluated at least quarterly in the first year as an SPW using the current apprenticeship evaluation form. These evaluation forms shall be reviewed by the Joint Apprenticeship Committee. The Committee may recommend discipline and/or cancellation of an SPW entrance into the classification at any time for cause such as:

- 1) Inability to learn:
- 2) Unreliability:
- 3) Unsatisfactory work:
- 4) Lack of interest in his/her work;
- 5) Improper conduct;

No Carman or Electrician can be laid off until all the SPW's working in that trade are laid off.

2. **Station Leader**

On the GO Transit project only, positions of Station Leaders may be established in the Carman and Electrical classifications. The duties of a GO Transit Project Station Leader will be to direct and supervise the work of a station group of employees under the supervisions of a Supervisor. The responsibility of a GO Transit Station Leader is exclusively confined to the work involved in his/her group 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.

During these discussions the Company informed the Union that due to the importance to the organization of the Station

Leaders positions, they would be closely monitoring the performance of these employees and if necessary reserves the right to implement Rule 19.25 of the collective agreement.

GO Transit Station Leaders shall be paid \$25.50 an hour and shall receive the yearly increases as per the collective agreement.

GO Transit Station Leaders shall not be allowed to exercise their seniority while they are in the position, except if affected as per rule 19.11, 19.12, 19.13 and 19.14. After working as a GO Transit Station Leader for 1 year the employee may notify the union and company in writing of their intent to bid another permanent assignment at their discretion and shall be allowed to do so.

3. An additional shop shutdown in the GO Project will be added at Christmas time, beginning in 2006. Vacation will be awarded as per Rule 52. Employees taking vacation at Christmas may be required to take up to a maximum of 5 days vacation. Employees with less than 2 weeks vacation shall be governed as per Rule 52.4.

Company agrees that 3 month after the ratification of an agreement by CAW Local 599 at Kidd Creek, all switching in and around all shop facilities and operations of the pettibone (except at a derailment) shall be performed by the Engine Attendants and/or Carman Helpers as per the collective agreement.

In Cochrane the parties agree to meet after ratification of this agreement to formulize the process to be used to have Engine Attendants perform all the switching in and around the Cochrane shop facilities.

The Company commits to include the replacement of the wheel lathe controller in the Capital budget.

The Company and Union have met twice since February 22, 2005 to discuss CAW Employee Benefit entitlements, those discussions shall form the basis of instructions the parties shall

issue to the benefit carrier. The parties shall meet again by November 4, 2005 to finalize instructions to the benefit carrier on what benefits are covered by the CAW Employee benefit package as well as the process used to receive those benefits. The Company and the Union shall then meet with the benefit provider by November 8, 2005 to provide the Carrier with the agreed upon instructions for CAW Employee benefits. A list shall be drawn up identifying these issues and the resolution reached. If at any time after this meeting a claim is denied pertaining to any one of the issues, the Company agrees to the following process:

- The CAW Local 103 benefit representative shall present the issue in writing to the Company.
- The Company shall make all efforts to resolve the issue.
- If, after the expiration of 7 calendar days from receipt of the issue the employees benefit claim is still unresolved, the Company shall issue a cheque for the amount in dispute and the employee shall sign an authorization allowing the deduction of the funds from his/her pay in the event that Manulife also pays the claim. Any claim paid by the Company to the employee will be paid on a without prejudice basis.

It is hereby agreed that the existing Collective Agreement, between Ontario Northland Transportation Commission and CAW Local 103 will be amended to conform to the preceding provisions:

The terms of this MOA become effective upon ratification by the membership of CAW Local 103.

Signed at North Bay on this 25th day of October 2005

For CAW Local 103

For the ONTC

Brian Kelly
President

Steve Carmichael
President

March 31, 2008

Letter Of Understanding Between
Ontario Northland and the
Canadian Auto Workers Union Local 103

During the 2008 round of negotiations the parties agreed to add the word “inspects” into the trade description of Diesel and Truck Coach Mechanic.

It is understood that the intent was not to prevent a Supervisor from inspecting equipment covered by Rule 27 on an as required basis.

I concur:

For the Company

For CAW Local 103

March 31, 2008

Mr. Pierre Boileau
Unit Chair
Agreement #12
CAW Local 103

RE: General Holiday and Sunday Work

Dear Mr. Boileau,

During the 2008 round of negotiations it was agreed to allow General Holiday and Sunday overtime work on the current GO Transit Project on a voluntary basis. The company commits that if any future staff reductions occur in Agreement #12 during the life of this Agreement it will make every effort not to work overtime on the aforementioned days.

Yours truly,

Claude Paquette
Superintendent
Refurbishment Division

April 22, 2008

Mr. Brian Kelly
President
CAW Local 103

Dear Mr. Kelly:

RE: Grievance #2726 – Hulcher Services

During the 2008 round of bargaining, discussions took place regarding the use of the auxiliary crew in the event of a derailment in which Hulcher Services are required. It was agreed that in such a case, CAW #12 groundspersons will be called. It was also agreed that groundsperson work at the derailment will be the exclusive work of the CAW #12 auxiliary crew on site, however such groundsperson work shall be performed under the direction of Hulcher Services. Additionally, the initial set up and final tear down work involving the Hulcher equipment at the derailment site shall be the responsibility of Hulcher personnel only.

I trust this accurately reflects our discussions.

Greg Stuart
Director of Human Resources

April 22, 2008

Mr. Brian Kelly
President
CAW Local 103

Dear Mr. Kelly:

This will confirm the discussions we have had during the 2008 round of bargaining concerning the addition of future 2100 series locomotives. During our discussions we advised that, for the life of this agreement, we would not be purchasing, leasing, or renting any locomotives for which we would be unable to remove the trucks using our own equipment.

We also discussed traction motor rebuilds and truck rebuilds. As you know traction motor rebuilds are currently being done by our own employees and that work will continue. With respect to truck rebuilds we advised that the work could not be performed with our existing equipment. It is the company's intention to implement a method of accessing the trucks on 2100 series locomotives on our property. Once this project is completed we will then be able to do our own truck rebuilds on the 2100 series locomotives.

Based on our commitment in this letter the union agreed there would be no more grievances related to work performed on 2100 series locomotives that is required to be done outside of Ontario Northland due to the lack of equipment to perform the work.

I trust this reflects our discussions.

Sincerely,

Steve Carmichael
President

April 22, 2008

Mr. Brian Kelly
President
CAW Local 103

Dear Mr. Kelly:

During our discussions in the 2008 round of bargaining we discussed the performance of warranty work.

It is the company's position that when warranty work is to be performed under Appendix VIII of the contracting out letter dated January 8, 1986, the Company whenever possible, will make every effort to have a tradesperson in attendance to observe and learn the work performed.

I trust this reflects our discussions.

Sincerely,

Greg Stuart
Director Human Resources

April 22, 2008

The parties agree that this letter of Understanding is to outline the process to cover work assignments by Maintainers for road trips and staffing of gangs. In the event of a conflict or dispute, Agreement #12 shall take precedent.

The staffing of Maintenance of Way gangs by Maintainers shall be filled by the North Bay Maintainers in overtime order.

All road trips shall be called off the North Bay Maintainers overtime list however Englehart Maintainers may be used for road trips that are 2 days or less in an area from Matheson to Temagami. Work on snowfighters, loaders etc. beyond those points that have been historically performed out of the Kirkland Lake and Englehart facilities shall continue. The Local Committee to be consulted.

Signed April 22, 2008

Greg Stuart
Director Human Resources

Pierre Boileau
Unit Chair

April 21, 2008

Mr. Brian Kelly
President
CAW Local 103

Dear Mr. Kelly,

RE: Probationary Employees Work Performance

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

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

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

I trust this is an accurate reflection of our discussions.

Yours truly,

Greg Stuart
Director Human Resources

April 23, 2008

Mr. Brian Kelly
President CAW Local 103

Dear Mr. Kelly

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

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

I trust this reflects our discussions.

Sincerely,

Greg Stuart
Director Human Resources

April 23, 2008

Mr. Brian Kelly
President CAW Local 103

Dear Mr. Kelly

RE: Human Rights

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

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

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

I trust this accurately reflects our discussions.

Sincerely,

Steve Carmichael
President

Letter of Understanding

April 22, 2008

Mr. B. Kelly
President
CAW Local 103

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

I trust this accurately reflects our discussions.

Greg Stuart
Director Human Resources

Letter of Understanding

April 22, 2008

Mr. B. Kelly
President
CAW Local 103

During the round of 2008 bargaining, it was agreed that the Freight Projects and Truck Shop bulletin areas shall now be called Freight Projects / Truck Shop.

An additional Bulletin area for Carmen will be established called Coach Shop / Freight Projects in the Carman classification to first work on ONTC usage passenger coaches and if necessary then to work in Freight Projects.

Diesel Shop Electricians and Diesel Shop Pipefitters will be assigned ad hoc coach work. The Local Committee to be consulted.

I trust this accurately reflects our discussions.

Glenn W. Zabarelo
Manager Labour Relations

April 23, 2008

Go Transit Apprentice Agreement 2008

During the 2008 round of bargaining, the parties agreed that the Joint Apprenticeship Committee will handle the current classification of Special Project Worker in the following manner:

- After ratification of the new collective agreement, the SPW classification shall be sunsetted based on a time table established by the Joint Apprenticeship Committee (JAC).
- The JAC shall review each new Carman Apprentice as per Rule 24.6
- As per Rule 24 any current SPW's moving into a Carman apprenticeship shall have 6 months from set up date to achieve the entry requirements as per the collective agreement (the JAC to handle). The Company shall cover any cost incurred with regards to the Tows testing requirements. Any SPW failing to meet the requirements shall be returned to the Support Services group and that apprenticeship shall be offered to Support Services as per Rule 24.
- Any SPW declining set up to a Carman Apprentice shall be returned to their former seniority position. No SPW shall be laid off because of the implementation of this agreement. If an SPW declines promotion to a Carman Apprentice that Apprenticeship shall be offered to the Support Services group as per Rule 24.

For the Company:

For the Union:

Letter of Understanding

Fabrication Shop- Creating Metal Fabricator Classification

May 19, 2011

The parties agree to sunset the current classifications of Blacksmith, Boilermaker and Sheet Metal Workers when the current list of red circled employees have either retired or left the ONTC on their own volition (List of current red circled employees attached).

- a) These red circled employees shall retain all seniority and job ownership rights as stipulated in the collective agreement. Vacancies, layoffs, the awarding of vacation, etc shall be done as per the specific classification in the collective agreement. Red circled employees shall have preference of vacation prior to Fitters.
- b) With the sunsetting of the Blacksmith, Boilermaker and Sheet Metal Trades the parties hereby agree to create a new Trade called Fitter (Metal Fabricator). C. Jefferies, R. Gauthier and J. Malone will be trained as Metal Fabricators. As of the ratification of this agreement new trades people hired to work in the Fabrication Shop must meet the requirement of Rule 25 as a Fitter. Fitters shall be placed upon the Fitter seniority list as per the collective agreement and shall be able to perform all the work defined in the new Fitter job description (see attached Document A).
- c) Rate of pay for Fitters shall be the Tradesperson rate as per collective agreement. Employees performing Hammersmith, Heavy Fire Blacksmith work, shall be paid the Hammersmith Rate or Heavy Fire Blacksmith rate depending on the work being performed.
- d) The current red circled Trades people will continue to perform the work they presently and normally perform. The parties agree that Boilermaker, Sheet Metal Workers and Blacksmith shall be allowed to assist each other across trade's lines. The Fabrication Shop Supervisor may direct Fabrication tradespersons to assist each other, even if that tradesperson works in another trade.
- e) Before a tradesperson can be assigned work outside their former trade designation the company shall provide all

appropriate training necessary as deemed by the Joint Apprenticeship Committee.

- f) In the event of a layoff, Fitters will be laid off first in seniority order before any reductions are made in the Blacksmith, Boilermaker or Sheet Metal Trades. If a red circled employee is laid off the trade cooperation portion of this agreement (section d of this letter) is null and void.
- g) Should a current employee declare their desire to obtain their Certificate of Qualification (C of Q) in the Fitter (Metal Fabricator) trade, Ontario Northland will release with pay, those employees the time necessary in order to attend the writing of their C of Q. Should the employee be successful in obtaining their C of Q, Ontario Northland will reimburse the costs of writing the test upon the submission of a proper receipt and confirmation of obtaining their C of Q.
- h) Future Apprentices shall receive appropriate training as specified by the Joint Apprenticeship Committee to challenge for the Metal Fabricator (Fitter) Certificate of Qualification for the Fitter Trade based on an 8000 hour apprenticeship.
- i) Overtime shall be allocated to red circled employee's first based on their classification then to the master red circled list, then to the fitters.
- j) Blacksmith, Boilermakers and Sheet Metal Workers shall have preference for hours of work and days off before Fitter's.
- k) Vacation will be granted in accordance with the requirements of service in consultation with the Unit 12 Chair.

Signed in North Bay this 19 day of May, 2011

Ken Duquette
ONTC

Pierre Boileau
CAW Local 103

Letter of Understanding

May 19th, 2011

Production Workers- dependant on the outcome of the current Metrolinx deal.

- The 2011 round of bargaining included a skill trades adjustment for the use of Production Workers, should, in the future, the union negotiate to end the use of production workers, the applicable skilled trades adjustment will be terminated accordingly.
- Creation of a new classification titled Production Worker (PW) to work in the Refurbishment Division only. PW's will be allowed to perform work in either the Carman or Electrical classification
- PW's will be paid the rate of \$23.7442, and shall receive yearly rate increases as per the collective agreement.
- The ratio of Production Workers to Carmen will be 5 PW's to 1 Carmen.
- Carmen and electricians are in the refurbishment division to perform the work which requires the technical expertise of their trade.
- Overtime will be allotted based on tradespersons first.
- No Carmen or Electricians will be laid off until all the PW's have been laid off
- Production Workers will work in the Refurbishment Division only.

Letter of Understanding

May 19, 2011

Letter of Understanding for Paid Union Representatives

As per our discussion during the 2011 round of bargaining, the parties agree that the position of President and Unit 12 Chair will be full-time positions paid by the company for the life of this agreement. It was agreed that, in addition to the current duties performed, the paid representatives would be responsible for:

- Calls for Overtime, when available and required
- Assists the Production, Planning, and Reporting Supervisor with vacation scheduling
- Early return to work committee member for Agreement 12
- Human Rights Committee Member
- Posting bulletins for agreement 12
- Joint Apprenticeship Committee
- The president position will provide vacation relief for Agreement 12 Unit Chair
- Assist members with WSIB
- And all other duties required to administer the collective agreements.

I trust this accurately reflects our discussion.

Glenn Zabarelo
Director, Human Resources

Letter of Understanding

May 19th, 2011

Carman Layoff

During the 2011 round of bargaining the parties agreed that it makes business sense for Support Staff Workers to perform the following duties:

- Mix Glue and seam sealer for Baultar Flooring
- Remove Caulking from side sheeting
- Wash /rinse paint stripper
- Remove carpeting
- Remove glue from floor
- Sand Floor
- Remove butyl tape from around windows
- Clean Jacks in Grunge booth when Refurb. gets them covered with sand (Not regular Maintenance)
- Water test windows
- Water test Battery Boxes
- Remove Ty-Rap bases from cove light backing plates
- Tagging parts before they are removed from the cars
- Sand blasting side skirts
- Glass blasting items such as exterior indicator lights.

With mutual agreement of the parties the aforementioned list of duties could expand, and requests for additional work will not be unreasonable withheld.

However, in the event of layoffs in the Carman classification at the North Bay terminal, any support staff work that was formerly performed by the Carman's classification shall be returned to the classification.

Sincerely,

Corina Moore
Vice President, Refurbishment

Letter of Understanding

May 19th, 2011

Bus Mechanic Tools

Company will provide tool reimbursement to Truck Coach Mechanics to a maximum of \$750 each per year. The company will continue to supply tools to the shops in the Rail Division.

For example: a mechanic would not receive a taxable benefit when he/she is reimbursed for a \$ 750 tool upon submission of the receipt.

Sincerely,

Mike Potvin
Director, Motor Coach

MEMORANDUM OF
UNDERSTANDING/AGREEMENTS

**MEMORANDUM OF AGREEMENT BETWEEN ONTARIO
NORTHLAND RAILWAY AND CAW LOCAL 103
ESTABLISHING RULES FOR CLOSED SENIORITY AREA IN
THE UPHOLSTERY SHOP AT NORTH BAY**

1(a) Employees taking their training in the Upholstery Shop will, when qualified, be placed in a position in the Upholstery shop.

(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 the Upholstery shop due to a permanent staff reduction, they will be allowed to exercise their basic system seniority to displace a junior Railway Carman in the seniority terminal groups.

(d) If a temporary staff reduction of less than 90 days affecting only the upholstery shop is required, employees will be temporarily transferred to the a bulletined area within their home terminal seniority 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 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 point 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 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 Upholstery Shop, they will first be bulletined within the respective shops, the North Bay Terminal and then to the system in accordance with Rules 19.8 and 19.10.

A qualified applicant who is appointed to the vacancy will, after 90 days, be placed on the permanent Upholstery Shop list and will not thereafter be allowed to bid out. He/she may, within the 90-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 who will, upon appointment, be subject to Section 1 hereof, or
- (iii) hiring a qualified person directly into the vacancy.

4. When temporary vacancies occur in the Upholstery Shop under Rule 19.9, 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. All upholstery work and other work related to the upholstery trade, traditionally performed by the upholsterers will be performed by Carmen-upholsterers.

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

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

Signed this 22nd day of February 2005

For the Company:

For the Union:

Steve Carmichael
President

Brian Kelly
CAW Local 103

Revised April 23, 2008

**MEMORANDUM UNDERSTANDING BETWEEN ONTARIO
NORTHLAND RAILWAY AND CAW LOCAL 103 REGARDING
AUXILIARY SERVICE
AT NORTH BAY**

General

1. Regular and spare auxiliary men will be drawn from the pool. (Freight Projects/Truckshop and Outside Repairs)
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/she 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 Cookee. 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.

This document supersedes all previous understandings concerning Auxiliary Service.

SIGNED AT NORTH BAY, ONTARIO ON THIS 20TH DAY OF OCTOBER 1975.

Lyle Davis
General Chairman

K. J. Moorehead
Chief Mechanical Officer

**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. Dymant
General Manager

For International Brotherhood
of Electrical Workers:

B. J. Garland - General Chairman

**Ontario Northland Railway
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

For the Railway:

E. A. Frith
General Manager

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

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 distribution 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	All water fountains. Also all plumbing in washrooms and lunchrooms. Drains & sewers. Water mains below ground.	Steam heat distribution system.
Diesel Shop		Hot water tanks.
Wheel House		All hot & cold waterlines other than washrooms & lunchrooms. Air, gas & oil lines.
Powerhouse		
Paint Shop		
Coach Tracks		
Rip Tracks		
Timmins Shop		
Cochrane		
Moosonee		
Rouyn Shop		
Englehart		

Stations & Railway owned Bunkhouses	Hot & cold water lines, plumbing & water fountains. Low pressure stream (15 psi) & hot water heat distribution systems.	Nil
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Signed at North Bay, Ontario this 6th day of May, 1975.

R.H. Rivers

R. M. Adams
Randy C. Ollivier

**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
Toolboxes, power toolboxes, 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:

D. Locke
R.F. Liberty

For Ontario Northland
Railway:

P. A. Dymont
General Manager

For Brotherhood of Railway Carmen

Andre Bedard

Memorandum of Understanding between the International Brotherhood of Boilermakers, Iron Ship Builders, Blacksmiths, Forgers, and Helpers AND The International Association of Machinists and Aerospace Workers on Ontario Northland Railway

It is agreed that fabrication, repairing, and other work which may be assigned to the parties in the shop complex at North Bay and will be distributed in accordance with the guidelines contained in this document. Guidelines contained in this document shall not supersede current wage agreements and craft special rules. This document only applies to the Boilermaker and Machinist crafts.

1. The fabrication and welding of all shop equipment, benches, cupboards, etc., and the like will be by the Boilermakers craft.
2. The construction or modifications of motive power units will have the original installation of fabricated work performed by Boilermakers
3. Machinists will remove and install locomotive pilots. The fabrication, repair, original installation and replacement of metal sections will be performed by Boilermakers
4. Machinists will install and remove all ladder style steps and diaphragms after original installation on motive power and APU units.
5. All motive power truck work and welding thereon will be performed by the Machinist craft.
6. Welding to hinges, latches, doors, etc., on locomotives while in service will be performed by Machinists. Subsequent, the minor repairs shall be performed by the Boilermaker ramp man.

When work is performed as part of an overhaul or wreck damage (in or out of service), then the welding and repairs of this work shall be performed by the Boilermakers craft.

7. Boilermakers will be responsible for the removal, installation and repair to motive power roof sections, hoods, car body panels and doors.
8. Minor repairs to locomotive gear pans will be welded by Machinists in the Diesel Shop. When major repairs are required, they shall be performed in the Metal Fabrication Shop by Boilermakers.
9. When Maintenance of Way equipment is forwarded to the shops for repairs by shop staff, the fabrication or replacement of parts and components, cut out, fitted and welded in place, will be performed by Boilermakers. The building up, hard surfacing, installation of hard steel cutting edges, gouging and welding of cracks, ballast regulator cable inserts, etc., on components and machineries will be performed by Machinists.
10. Winter wheels for motor cars and torches when sent to the shop for repairs will have the work performed by the Machinists.
11. All material destined for Car Department use on freight or coach equipment must be fabricated and welded by the Boilermakers craft.
12. All overtime welding will be performed by individual crafts performing the work in accordance with craft special rules.
13. All existing welding and overtime agreements and understandings between the Boilermakers and Machinists will be nullified with the signing of this agreement
14. In the event of a problem developing in the application of this understanding, the Union and Company representatives will meet to settle the issue.

Signed at North Bay, Ontario, this 7th day of June 1990

International Brotherhood of Boilermakers
Iron Ship Builders, Blacksmiths, Forgers and
Helpers

Greg Murdoch

International Association of Machinist and
Aerospace Workers

Robert S. Barker

Ontario Northland

P.A. Dymont
President and CEO

**Memorandum of Understanding Between
Ontario Northland and the
Canadian Auto Workers Union Local 103**

Re: Contracting In of Work

During the 1997 round of negotiations the parties discussed the Mechanical Department's future dependence on acquiring various car and motive power contract work from other railroads. Both parties recognize the mutual interest and desire of attracting this work and the need to focus on customer requirements when considering to contract in outside work

Therefore, where it is demonstrated that special arrangements concerning, but not limited to, such things as regular hours of work, reassignment of personnel to assignments outside their traditional trades for a specific term and/or task, the reassignment of work across traditional trade lines for a specific term and/or task, can better position the Company to respond to these requests, the parties will meet to discuss various options with the intent of arriving at an agreed upon approach.

Signed at North Bay, Ontario this 2nd day of April 1998.

Tom G. Burton
Chief Mechanical Officer
Ontario Northland

Brian E. Stevens
President
CAW Local 103

April 2, 1998

Lines of Demarcation

Memorandum of Agreement Between CAW-Canada Local 103 and Ontario Northland Transportation Commission

This memorandum of agreement outlines the terms of the settlement reached between the parties through negotiations with respect to the operation of the Lines of Demarcation Committee as described under Rule 26 of Agreement #12. In addition this agreement will act as clarification in connection with the skilled trades' job descriptions.

The parties agree and recognize that the purpose and intent of the CAW Skilled Trades Program and the Lines of Demarcation Committee is to provide a vehicle for which the Company and the Union are able to discuss and determine the assignment and appropriate training in addressing new work from which we are unable to draw from a historical practice.

Notwithstanding the foregoing the Union recognizes the Company's need to improve the efficiency of work processes presently in place in the Mechanical Department. The parties agree that the integrated work assignments, as they are currently assigned will be identified and reviewed by the Lines of Demarcation Committee. In that respect, either the Company or the Union may submit a matter or matters to the Lines of Demarcation Committee for review with the intention of determining the appropriateness of the current work process and whether there needs to be any change.

Within one (1) month from the signing of this agreement, a list of issues will be compiled and submitted to the Lines of Demarcation Committee who will, within a further three (3) months render their decision. This will not prevent further issues from being submitted to and dealt with by the committee on an ongoing basis.

The Company recognizes the Union's desire to protect the integrity of each trade and their desire to see that the improvement in efficiencies translates into new work for the trades.

As a first step, the parties have reviewed the Special Craft Rules and are in agreement that the current Rules 27.1, 27.2, 28.1, 28.2, 29.1, 29.2, 30.1, 30.2, 30.3, 31.1, 31.2, 32.1, and 32.2 will be deleted and replaced with the Trade Job Descriptions as outlined in Appendix "A" herewith attached.

The new Trade Job Descriptions will be the platform for which new work and reviewed work processes will begin. When reviewing work processes the Lines of Demarcation Committee will be guided by, but not limited to, the following criteria.

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.

To illustrate the forgoing, the approved reviews attached as Appendix "B" will serve as a template for the approach and recording process taken by the Lines of Demarcation.

The Lines of Demarcation Committee will keep accurate and complete records of their decisions by maintaining minutes

endorsed by each of the members. Such records will be made available to all employees in a place accessible to all.

Tom G. Burton
Chief Mechanical Officer
Ontario Northland

Brian E. Stevens
President
CAW Local 103

**Carmen Road/Hoesch Crewing Agreement
Revised April 2008**

Purpose

The purpose of this Agreement is to establish mobile crewing needs to respond to minor derailments where a mobile crane or other such device is used, satisfying this reference for the Northern Area in the April 1992 Letter of Wage Agreement No 12. (pg 135)

Note:

The hydraulic Hoesch rerailing equipment presently located in Englehart will be relocated in Cochrane very shortly, with operator and assistants bulletins being posted within the Cochrane terminal.

1. Area of Jurisdiction

- a) North Bay Area – North Bay up to and including Englehart, when required. Auxiliary list will be called for crewing needs.
- b) Cochrane Area – All of Island Falls sub, south of Cochrane up to but not including Englehart and West Line up to and including Calstock (C. Gagnon is to be included on West Line Calls.)

Note – Rouyn carmen may be utilized to complete crewing needs up to Cheminis Pit, Mileage 32.86 KLSD

Englehart carmen may be utilized to complete crewing needs in that terminal and onto the KLSD up to mileage 32.86 at Cheminis Pit)

Kidd carmen may be utilized to complete crewing needs in that area. (Mileage 102.39 Keyson to Porcupine end of track 109.70)

Hearst carmen may be utilized to complete crewing needs in that area west of Kapuskasing only

2. Hoesch Operator and Assistant Operator(s) jobs will be bulletined

a) Operator

- Will respond to all Hoesch calls when available for duty

b) Assistant Operator #1

- Will respond to all Hoesch calls involving a derailment when available for duty. Replaces Operator when not available for duty.
- Main Operator and Assistant Operator #1 must not take vacation at the same time.
- Operator will receive lead hand rates of pay as team leader.

c) Assistant Operator #2

- Will act as a spare when one or both of the above are unavailable for duty
- When none of the above three are available, the seniority list will be used to fill those voids
- All three position holders must have a valid Class "D" driver's license

All three position holders must respond when called. If a call is refused without good reason, the position will be cancelled and assigned to the next senior applicant (The Union will be consulted should this situation arise)

3. Crewing

a) For Hoesch calls involving rerailing, a minimum of four carmen will respond, inclusive of the Operator and Assistant.

b) For Hoesch calls not involving rerailing (ie: wheel change, etc) the Operator and Assistant will respond, with the rest of the crew (if so required...depending on situation and location) being made up under jurisdictional guidelines. Hoesch calls for wheel change will require three Carman including operator and assistant.

c) Low overtime hours are to govern if on duty personnel are to be utilized.

- d) For mobile crane calls, a minimum of four carmen will respond, crew being made up under jurisdictional guidelines.
- e) For re-railing which does not involve any kind of mechanical lifting equipment (i.e. Cranes, loaders, etc) a minimum of three Carmen shall be sent out to re-rail outside the respective Terminal.

As agreed at North Bay, 23rd day of April, 2008.

Signed

Signed

Ken Duquette

Pierre Boileau

For the Company

For the Union

**MEMORANDUM OF UNDERSTANDING BETWEEN
ONTARIO NORTHLAND AND THE
CANADIAN AUTO WORKERS LOCAL 103**

**Re: The interpretation of Rule 19.9 of Wage Agreement #12
as it will apply
to employees working in North Bay**

The parties agree that unless otherwise specified below, the current practice of posting bulletins at the terminal for vacancies, new jobs or additional staff for an expected period of less than 90 calendar days will continue.

Vacancies/Additional Work

When vacancies occur or additional work assignments are required on the day shift and are of eight hours or less in duration, the following rules will apply:

- i) The Company will consult with the committee and a determination will be made to identify the originating position to be filled and the terminating work area at which the process will end.
- ii) The originating work area in i.) will be isolated from this process; there will be no outward movement of personnel from this work area.
- iii) The junior qualified employee holding seniority in that qualification on that day shift will be assigned the originating position for that day. The rates of pay will be governed by Rules 4 and 6.
- iv) An Urgent Bulletin will be posted on the Bulletin Board located in the Union office specifying the time posted, the position, classification, the designated work area and the employee assigned. This Urgent Bulletin will be posted for 2 hours only.
 - a) For additional work, any senior person holding seniority on the day shift in the classification desiring the position must

notify the Union officer of their intent within 2 hours of the time posted and will assume the position forthwith.

b) For a vacancy any senior person holding seniority at the North Bay terminal in the classification desiring the position must notify the Union officer of their intent within 2 hours of the time posted and will assume that position forthwith.

- v) Should a more senior applicant exercise their seniority in iv.), the assigned employee in iii.) will, if required, assume that senior applicant's position without the need of a further Urgent Bulletin otherwise they will return to their former basic regular assignment.
- vi) The assigned employee (forced or bid) will remain on the originating position for one day and afterwards will return to their former basic regular assignment.

Dated April 2, 1998 at North Bay, Ontario

Tom Burton
Chief Mechanical Officer
Ontario Northland

Brian Stevens
President
CAW Local 103

**Memorandum of Understanding Between
Ontario Northland and The
Canadian Auto Workers Local 103**

**Re: Interpretation of Rule 19.9 of Wage Agreement
#12 as it applies to
Employees working in Cochrane**

The parties agree that unless otherwise specified below the current practice of posting bulletins at the terminal for vacancies, new jobs or additional staff for an expected period of less than 90 days will continue.

When a vacancy occurs of a duration of one (1) day or less in the Cochrane terminal, the following rules shall apply:

The Company will consult with the committee and a determination will be made to identify the originating position to be filled and the originating **area** to be isolated from the process.

The originating **areas** in i) are defined as **days** a shift commencing (between the hours of 0500 to 0800), **afternoons** a shift commencing (between 1500 and 1600) and **nights** a shift commencing (between 2300 and 0001). This area will be isolated from this process; there will be no outward movement of personnel from this area.

The vacancy will then be awarded to the senior qualified employee holding seniority in that classification in the terminal from the other two **areas** or on days off.

The assigned employee will remain on the originating position for the length of the entire vacancy and afterwards will return to their former basic regular assignment.

Signed this date May 5, 2003 at North Bay, Ontario

T. Burton B. Kelly

**Memorandum of Understanding Between
Ontario Northland Transportation Commission
And
CAW Local 103 Regarding Road Trips and
Overtime for Employees of Wage Agreement #12**

The purpose of this agreement is to outline steps to ensure an equitable means of distributing overtime to all employees based on their classifications as per Rule 15.12 of Wage Agreement #12. Nothing in this agreement supersedes any rules contained in Wage Agreement #12 and in the event of a conflict or dispute; Wage Agreement #12 will take precedence.

Employees covered by Wage Agreement #12 are presently working in the following classifications' bulletined areas.

Blacksmith - North Bay

Boilermaker - North Bay

Carman - Cochrane

- Englehart
- Hearst
- Rouyn
- Kidd

- North Bay,
Air Brake-Hose Mounting
GO Transit
Diesel Shop
Outside Repairs
Freight Projects (Includes Truck Shop)
Coach Shop
Roller Bearing
Yard
Upholstery Shop

Carman Helpers - North Bay

Electricians - Cochrane

- North Bay
- GO Transit
- Diesel Shop
- Maintenance

Machinists - Bus Garage

- Timmins
- North Bay

- M of Way
- Kirkland Lake
- North Bay

- Mechanical
- Cochrane

- North Bay
- Air Brake
- Diesel Shop
- Machine Shop
- Maintenance
- Wheelhouse

Painters - North Bay

Pipefitters - North Bay

- GO Transit
- Diesel Shop
- Maintenance

Support Services - Cochrane

- Cleaners
- Engine Attendants

- Moosonee
- Engine Attendants

- North Bay
- Cleaners
- Diesel Shop
- Car Shop and Paint Shop

GO Transit
Material Handlers
Go Transit
Operations

Engine Attendant

Tinsmith - North Bay

Overtime General

1. Employees must have their names on their respective classification's overtime list to be eligible for overtime.
2. Employees moving from one bulletined area to another for more than seven (7) calendar days will have their name placed on the new area overtime list on the next occasion the Union prepares the weekly list, following the move.
3. When employees are required for overtime work, employees on the overtime list from the bulletined area where the work is required will be called first in order.
4. When employees are not available from the bulletined area from where the overtime is required, employees from the master list will be called in order.
5. When overtime is required continuous with a shift, it will be assigned according to the following;
 - a) For work which is expected to involve less than four hours (4) overtime, employees on the overtime list who are on duty will be called in order, as long as they are eligible for overtime.
 - b) For work which is expected to involve more than four hours (4) overtime, employees on the overtime list shall be called, whether on duty or not, as long as they are eligible for overtime.
6. Employees who are on modified duty will be eligible for overtime, based on their own discretion during the modified duty period.

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

8. Employees on the overtime list will not be eligible for overtime while on vacation. Vacation period is defined as starting at the end of last shift worked until the start of first working shift back from vacation. For the purposes of this rule (8) absences account of illness, injury, leave of absences (8 hours or more), attending court, jury duty, bereavement leave, bank time and shift changes will be treated the same as vacation.

Road Trips

All Local or out of town trips, other than Auxiliary Service and Hoesch Mobile Agreement calls, will be called off the respective classifications' overtime list based on the following area of coverage;

Cochrane - all of the Island Falls Subdivision, south of Cochrane up to and including Matheson. West line up to and including Kapuskasing. Note, on the West line C. Gagnon is to be called first.

Kidd - East up to and including Iroquois Falls (see Letter of Understanding Road Trips Iroquois Falls). West up to and including Porcupine.

Hearst - West up to and including Calstock, east up to but not including Kapuskasing.

Englehart - All of Englehart south up to but not including Temagami. North up to but not including Matheson and east up to but not including Chemis Pit(mileage 32.86 KLSD)

Rouyn - All of the Rouyn area up to and including Chemis pit (mileage 32.86)

North Bay - All of the North Bay area, north up to and including Englehart when required.

When filling the requirement for a road trip from the Carman's classification in North Bay the Auxiliary Main list then spare Auxiliary list will be used, both based on overtime hours. On duty Auxiliary Carman will be used based on overtime hours. When filling the requirement for a Machinist in Mechanical the Diesel Shop overtime list will be utilized. Certain circumstances may warrant using a different employee than the one first out on the applicable area list in Mechanical; in those circumstances the Company and Union will consult to determine the requirement.

General Holidays

If employees are required to work their normal assignment, the requirement shall be filled according to the respective bulletined area overtime list. If the position is still unfilled then the position will be filled by use of the applicable seniority list.

Additional work on a General Holiday shall be filled by the applicable overtime list.

This Memorandum of Understanding supersedes all previous Understandings concerning Road Trips and Overtime for all employees covered by Wage Agreement #12.

Signed at North Bay, Ontario, on this day April 23, 2008.

K. Duquette
Ontario Northland

P. Boileau
CAW Local 103

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

Memorandum of Understanding Employment Equity

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

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

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

Therefore, it is hereby agreed as followed:

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

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

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

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

The Diversity and Community Access Committee shall:

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

Members of the Committees may:

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

Diversity and Community Access Programs

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

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

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

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

Agreed to this 22nd day of February 2005

Greg Stuart
Director of Human Resources

Brian Kelly
President CAW Local 103

**Memorandum of Understanding between the ONTC and its
Unions relating to the introduction and use of Close Circuit
Television (CCTV) at various locations and facilities**

As expressed at the 20 December 2001, GCA/Senior Management meeting, a corporate decision has been made to introduce the use of close circuit television (CCTV) at specific locations.

Currently one camera will be installed at each location in North Bay, Englehart and Cochrane rail complexes. They will be suitably located to cover the entrance and attendant areas of these facilities for the purposes of law enforcement and/or public safety. Additional CCTV's may be installed at other locations where there is documented requirement, and the Unions will be so advised in advance of any installation.

No CCTV will be directed to intrude into any work area wherein our employees normally work. The reception equipment will be located in North Bay, within secure premises, under the absolute control of the ON Police Services staff. No other staff will be permitted access to CCTV monitors, recorded data, nor will the recorded images be made available to any other Commission department for any purpose other than law enforcement. This CCTV system will not be utilized for the purposes of supervising employee activities, nor will they be used at any time for disciplinary purposes.

The recorded data will be stored on a stand alone computer located within secure premises in North Bay. Access to this computer will be restricted to ON Police staff or other Security staff who have been authorized in writing by the Chief of ON Police Services. Recorded images which do not relate to law enforcement activities, will be erased within a 72 hour period. Images which directly relate to law enforcement activities will be retained for a period of time, not exceeding one year. A log will be maintained to record the access to, and use of, the recorded material to enable a proper audit trail.

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

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

Yours truly,

Steve Carmichael
ONTC President

Memorandum of Agreement establishing the positions of Railway Quality Assurance Inspectors within the ONTC's Quality Management System.

Appointment to Position of Quality Assurance Inspectors

When vacancies occur for positions for Quality Assurance Inspectors, candidates will be appointed to such positions on the basis of education, training, skills, experience, knowledge of the rail industry and for bargaining unit candidates their seniority will be taken into consideration. It is understood that persons appointed by the Company to the positions of QA Inspectors will be provided with appropriate training available from internal and/or external resources. Successful candidates appointed as QA Inspectors will be made aware of the relevance and importance of their activities and how they contribute to the achievement of the quality objectives. An employee appointed to the position must demonstrate his/her ability to perform the work within a reasonable period. Failing to demonstrate his/her ability to do the work within the period allowed, he/she shall be returned to his/her former position without loss of seniority. The Local Chairperson shall be consulted before any appointment is made to discuss matters relating to the appointment, training etc. Should he/she fail to demonstrate their ability within a reasonable period of time, 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 may be subject to appeal in accordance with the grievance procedure.

Duties and Responsibilities of Quality Assurance Inspector

Quality Assurance inspectors are required to inspect and approve the disassembly, sub-assembly, assembly, repair, overhaul (recondition), installation, adjustments, functions, processes of all industry or customer requested Quality Management Systems using all inspection equipment necessary. Must be capable of reading complex drawings and specifications. Must have complete knowledge of procedures and be able to complete all necessary inspection reports and documents related to the Quality Management System including

the prevention, detection and disposition of non-conforming items.

Quality Assurance Supervisor Performing Quality Assurance Inspector's work

The Quality Assurance Supervisor, as part of the Quality Management System, will be allowed to perform Quality Assurance Inspector's work as outlined above as may be reasonable and necessary.

Seniority

Employees promoted to the positions of Quality Assurance Inspectors will have his/her seniority in their former classification protected, but shall not be permitted to revert to his/her former classification except in the case of reduction of staff, or if they have failed to demonstrate their ability as outlined above.

Hours of Work and Rest Days

Generally, Quality Assurance Inspectors will maintain 8/40 hour work week with Saturday and Sunday as normal rest days. It is acknowledged however that Quality Assurance Inspectors may be required from time to time to alter their start time or their rest days in order to meet objectives established or required by the Quality Management system.

In all instances, QA Inspectors will be responsible for managing their schedules with their immediate supervisor in order to properly carry out their responsibilities but they will not be required to alter their hours of work or rest days without 24 hours notice, but this will not prevent them from consenting to doing.

Rates of Pay

Effective 2004 and subject to annual improvement factor Quality Assurance inspectors will be paid \$1063.00 per week.

3.364 overtime hours and \$0.50 Shift Differential has been incorporated into the weekly base rate. If it is found that this weekly rate 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

Travelling

Quality Assurance Inspectors will be entitled to claim expenses pursuant to Schedule A when assigned to work away from the North Bay terminal. When travel is required out-of-country, expenses amounts will be deemed to be expressed in US currency.

Signed in North Bay, Ontario the 1st of September 2004

For the Company

For CAW Local 103

Tom Burton

Brian Stevens

During the 2005 round of bargaining the parties agreed, that in addition to the current contract language, the following protocol will be used for the hiring students into workplaces covered by the terms of all CAW Agreements.

- Student is defined as a person who can demonstrate that they are enrolled in the fall intake of a post secondary institution. This does not preclude students from being hired who are over 16 and can demonstrate that they are returning to secondary school in the fall, however, preferences will be given to post secondary students.
- Department Heads and the individual Unit Chairperson will meet by March 1 each year to determine the necessary requirements for students in the upcoming summer.
- Notices requesting applicants will be posted internally by March 15 of each year.
- Human Resources Department will receive all applications and will organize into a candidates list.
- Candidates will be interviewed by the Human Resources Department.
- All candidates will be given proper consideration to ensure a fair and equitable hiring process.
- All students will receive the appropriate Workplace Orientation training.
- The Union dues will be uniform for all students as so advised by the Local Union.

Greg Stuart
Director of Human Resources

TECHNICAL SUPPORT WORKER

Subject to the provisions of Agreement #12, effective the signing of the Collective Agreement the following position will be established in accordance with the following;

Appointment to Position Technical Support Worker

When vacancies occur for positions for Technical Support Worker, candidates will be appointed to such positions on the basis of education, training, skills, experience, knowledge of the rail industry and bargaining unit seniority will be taken into consideration. It is understood that persons appointed by the Company to the positions of Technical Support Worker will be provided with appropriate training available from internal and/or external resources. Successful candidates appointed to as Technical Support Worker will be made aware of the relevance and importance of their activities and how they will contribute to the achievement of the job objectives. An employee appointed to the position must demonstrate his/her ability to perform the work within a reasonable period. Failing to demonstrate his/her ability to do the work within the period allowed, he/she shall be returned to his/her former position without loss of seniority. The Local Chairperson shall be consulted before any appointment is made to discuss matters relating to the appointment, training etc. Should he/she fail to demonstrate their ability within a reasonable period of time, 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 may be subject to appeal in accordance with the grievance procedure.

Duties and Responsibilities of Technical Support Worker

Technical Support Worker will work under the direction of the respective operating department head and will be responsible for performing technical research and developing support documents and reports.

Seniority

Employees promoted to the positions of Technical Support Worker will have his/her classification seniority protected and

shall upon the conclusion of their TSW assignment, return to their bulletined position.

Signed at North Bay, Ontario this 22nd day of February 2005

Greg Stuart

Brian Kelly

In the 2004/05 round of negotiations the parties agreed to insert the Trade Description of Truck Coach Mechanic in the Collective Agreement to better reflect the trade employed pursuant to Agreement #12 in conjunction with the CAW Skill Trades program first negotiated in 1992.

In the Truck Coach Mechanic's description the Company expressed concern that the specific wording in the trade description might be construed as extending exclusive work jurisdiction to the bargaining unit. In addressing the concern, the Union explained that while the Mechanics can perform the work in the trade description, the Company may also have the work performed externally when the exceptions of Appendix VIII and/or the provisions of the April 1998 Contracting Out letter have been satisfied.

Given the parties commitment to maximizing the utilization of the workforce which would better position the Company to respond to operational and customer needs and an "ONTC First" focus, the Union commits to continue to work closely with the ONTC management as outlined in the LoU establishing the Work Review Committee.

Cheryl Sutton

Denis Larabie