

SOURCE	Railway	
EFF.	87	01/01
TERM.	88	12/31
No. OF EMPLOYEES	3	
NOMBRE D'EMPLOYÉS	D.L.	

ONTARIO NORTHLAND RAILWAY

AGREEMENT

WITH

THE POLICE ASSOCIATION

# 14

Revised to April 13, 1987

030 20 (02)

MAY 10 1988

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ARTICLE 1

1

Scope

1.1 The company recognizes the Ontario Northland Railway Police Association as the sole collective bargaining agent with respect to wages, hours of work and other working conditions for the classifications set forth below:

- (1) Constables
- (2) Corporals
- (3) Sergeants

1.2 The rules and rates of pay hereinafter provided are not applicable to the Supervisor Police and Security nor any other classification not listed in Article 1.1.

ARTICLE 2

2

Definitions

2.1 For the purpose of this agreement -

- (a) "Association" - means the Ontario Northland Railway Police Association.
- (b) "Employee" - means a person coming under the terms of this agreement.
- (c) "Supervisor" - means Supervisor of Police and Security
- (d) "Company" or "Railway" - means Ontario Northland Transportation Commission
- (e) "Emergency" - means any sudden occurrence or unexpected situation requiring immediate action or attention.

POLICE ASSOCIATIONARTICLE 3Rates of Pay

	Weekly Effective	
	3% Jan. 1/87	3% Jan. 1/88
3.1 <u>Assigned Hours Service</u>		
Constable - 1st 6 months	\$504.26	\$519.39
Thereafter	529.09	544.96
* First Class Constable (after 2 years)	625.27	644.03
Sergeant - 1st 6 months	645.09	664.44
Thereafter	665.01	684.96
3.2 <u>Unassigned Hours Service</u>		
Constable - 1st 6 months	524.13	539.85
Thereafter	548.92	565.39
* First Class Constable (after 2 years)	645.09	664.44
(Incumbency rate of Corporal for D. Houghton)	655.08	674.73
Sergeant - 1st 6 months	665.01	684.96
Thereafter	686.07	706.65
* Progression to first class constable's rate is subject to the provisions of Article 24.		
3.3 The hourly rate of pay shall be the weekly rate divided by forty.		
3.4 Effective July 1, 1985, shift differentials shall be paid as follows :		
(a) Employees who work a shift (or part shift in the case of an unassigned employee) of which the greatest number of hours worked falls between 1400 hours and 2159 hours shall be paid a shift differential of 30 cents per hour for all hours worked by them on that shift (or part shift in the case of an unassigned employee);		
(b) Employees who work a shift (or part shift in the case of an unassigned employee) of which the greatest number of hours worked falls between 2200 hours and 0559 hours shall be paid a shift differential of 35 cents per hour for all hours worked by them on that shift (or part shift in the case of an unassigned employee).		

3.5 Payment of service pay shall be on the basis of \$70.00 per year for each five-year period of continuous service.

- In computing "continuous service" for Service Pay purposes, service for the company under this agreement **or** another agreement represented by the Association will apply. A transfer of six months or less under the provisions of Article 11.7 and 11.9 will not constitute a break in "continuous service" under this Article.
- Service Pay shall be paid in one yearly installment, on the first pay day in December, together with regular earnings.

Hours of Service and Overtime

- 4.1 Eight consecutive hours shall constitute a basic day or tour of duty for employees in assigned hours service. Such employees shall be allowed 30 minutes for lunch without loss of time but must be available for immediate service during such period.
- 4.2 At certain points where only one or two employees are located and where employees are in unassigned hours service, eight hours will constitute a basic day or tour of duty but such hours need not be consecutive.
- 4.3 Employees required to escort trains, due to the particular character of the work and the distances involved, will have their working time computed on a weekly basis of 40 hours rather than the number of working days irrespective of the number of days required to complete the weekly trips in keeping with the established practice.
- 4.4 (a) Employees required by proper authority to work overtime during their regular work week shall be compensated therefor on the following basis:
- (i) Assigned Hours Service - time and one-half after eight hours per day or forty hours per week.
  - (ii) Unassigned Hours Service - time and one-half after forty hours in any work week.
- (b) In lieu of overtime pay an employee may elect to take equivalent time off (i.e. time and one-half) at a time mutually convenient to him and the company.
- 4.5 Starting times of shifts in assigned hours service shall be fixed and will not be changed without at least 36 hours' notice to the employee affected. This provision shall not apply in the following cases:
- (a) In cases of emergency when the employee affected will be advised as soon as possible.
  - (b) In escorting passenger or freight trains, or where otherwise mutually agreed upon.
- 4.6 Employees may be used off their normal assignments to meet the demands of the service and in cases of emergency or special assignments, e.g., derailments, train escorts, etc. and will be returned as soon as practicable to their normal assignments.



- 4.7 Employees used at an away from home location will be paid for actual hours worked with a minimum of eight hours in each 24 hour period.
- 4.8 An employee required to lay over at an away from home location will be paid for actual hours worked with a minimum of eight hours in each twenty-four hour period plus one hour for every six not otherwise paid for spent away from his home location.
- 4.9 Deadheading shall be considered time worked up to a maximum of eight hours for the first eight hours elapsed in any twenty-four hour period and thereafter on the basis of one hour for every four hours spent deadheading in the same twenty-four hour period. If required, the services of employees may be utilized during the periods for which they are compensated for deadheading.
- 4.10 An employee while away from his home terminal shall not receive less than his regular wages when paid under Articles 4.7, 4.8 and 4.9 nor shall the application of said articles result in duplicate payment.
- 4.11 Employees in assigned hours service called for emergencies prior to or after their normal assignment shall be paid a minimum of three hours at the overtime rate for three hours' work or less. However, employees recalled to service and released within three hours after their tour of duty will be paid overtime as if on continuous duty. The provisions of this article do not apply to employees whose calls are cancelled before leaving home.

ARTICLE 5

5

Rest Days

- 5.1 Employees shall be assigned two consecutive rest days in each seven calendar days except where the demands of the service do not permit. Rest days may be reassigned on 24 hours' notice.
- 5.2 Employees who are required by proper authority to work on their regularly assigned rest days shall be paid at the rate of time and one half for time actually worked with a minimum allowance of three hours at time and one half **for** which three hours' service may be required.
- 5.3 Employees who are required to work on their assigned rest days shall have the option of accepting pay for the time **so** worked **or** the equivalent time (i.e. time and one half) off duty at a time mutually convenient to the employee and the company.

ARTICLE 6

6

Expense Allowances

- 6.1 In cases of emergency, when other suitable means of transportation is not available, employees may be authorized by the Supervisor to use their personal automobiles in line of duty and will be compensated therefor as follows:

Effective May 1, 1987 :

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

- 6.2 When an employee is required to travel on company business and is authorized to use his personal automobile, the allowance specified in Article 6.1 will apply.
- 6.3 Employees will be compensated for actual out of pocket expenses incurred while on duty away from headquarters.

Held For Investigation or Company Business

- 7.1 Employees held for Railway's investigation and no responsibility is attached to them in connection with the matter under investigation (i.e., not subject to discipline) or on Railway business on the order of the Supervisor will, if required to lose time by reason thereof, be paid for time lost. Reasonable expenses for transportation, necessary meals and lodging will be allowed by the Railway.

ARTICLE 8

8

Service Letters

- 8.1 **Persons** entering the service of the Railway will within 30 days from date of employment have returned to them all service cards **and** letters of recommendation which had been taken up **for** inspection by the Railway, except those addressed to or issued by the Railway.
- 8.2 **An** employee who **is** dismissed **or** leaves the service of his own accord after giving due notice, will upon request, be given the usual certificate of service and will be paid as **soon** as possible.

ARTICLE 9

9

Relief Work and Preservation of Rates

- 9.1 Employees engaged temporarily, or employees temporarily promoted in positions covered by this agreement shall receive the regular rate applicable to the position on which employed.
- 9.2 The rates of pay for additional positions established shall be in conformity with the rates of pay for positions of similar kind of class.
- 9.3 Established positions shall not be discontinued and new ones created covering relatively the same class of work for the purpose of reducing the rate of pay.

Uniforms

- 10.1 Employees governed by this agreement shall be required to perform their duties in civilian clothes or in uniform as the Railway may direct. If an employee is directed to wear civilian clothes, a clothing allowance of \$1.00 will apply for each day so ordered.
- 10.2 Uniform equipment listed herein will be furnished by the Railway
- Uniforms )
  - Boots ) - When deemed necessary by the Railway
  - Overshoes)
  
  - Shirts - Four per year (shoulder flashes included)
  - Ties - Four per year
  - Gloves or Mitts - Two pair per year
- 10.3 Employees shall be required to take precautions to preserve uniform equipment in order that it may present a good appearance at all times, and to insure maximum service.
- 10.4 Uniform equipment shall not be worn when the employee is not on duty, except from and to the employees' home when commencing or leaving duty or when required to attend court, or when doing duty away from home terminal.
- 10.5 All equipment furnished by the Railway remains the property of the Railway and shall be produced by the employee when required for inspection. Upon leaving the service, the employee shall return the last issue of Railway's equipment before receiving final settlement of wages due.

Seniority

- 11.1 Seniority lists will be posted in the respective seniority groups in January of each year. Such lists will show names, positions and dates of last entry into the service in positions covered by this Agreement from which date seniority will accumulate. The name of an employee shall be placed on the seniority list immediately upon being employed on a position covered by this Agreement. Seniority Lists shall also show date an employee is promoted to a Corporal or Sergeant. Copies of Seniority lists will be furnished to the President of the Employees' Association.
- 11.2 An employee having less than six (6) months' seniority will be considered **as** on probation, shall hold no rights under the promotion rules of this Agreement, and if found unsuitable will not be retained in the service.
- 11.3 Protests in regard to seniority standing must be submitted in writing within sixty (60) days from the date seniority lists are posted. When proof of error is presented by an employee **or** his representative, such error will be corrected and when so corrected, the agreed upon seniority date will be final. **No** change shall be made in the existing seniority status of an employee unless concurred in by the Employees' Association.
- 11.4 **No** change shall be made in the seniority date accredited an employee which has appeared on two consecutive annual seniority lists, unless seniority date appearing on such list was protested in writing within the sixty day period allowed for correctional purposes.
- 11.5 An employee who while filling a position under this Agreement is promoted to a position covered by another wage agreement may continue to fill such position for a continuous period up to six (6) months without loss of seniority, but must return to his former position at **or** prior to, the expiration of such six months period, or forfeit his seniority rights under this Agreement provided he can hold work in his own seniority group.
- 11.6 Article 11.5 shall not apply to an employee who, while holding seniority rights under a wage agreement, obtains employment and establishes seniority under this Agreement. If such an employee, while filling a position under this Agreement exercises his seniority under the provisions of a wage agreement, his name will be dropped from the seniority list. An employee shall not be regarded as having exercised seniority rights when used for emergency service only.



- 11.7 The name of an employee who has been or is, promoted from a position covered by this Agreement to an official or excepted position with the System thereby causing a vacancy, will be continued on the seniority list for the group from which promoted and shall retain his seniority rights and continue to accumulate seniority while so employed. Such person, when released from excepted employment, may within thirty (30) days of such release exercise his seniority rights in any position in his seniority group which he is qualified to fill, and failing to do so, will forfeit his seniority in which event his name will be dropped from the seniority list.
- 11.8 An employee who has been discharged and is subsequently returned to the service in a position covered by this Agreement, unless reinstated with his former seniority standing, will only be allowed seniority from the date of his return to the service. An employee who is not reinstated with his former seniority standing, within one year of the date of his discharge may only be so reinstated by agreement between the proper officer of the Railway and the Employees' Association.

Bulletining and Filling Positions

- 12.1 Temporary vacancies and newly created positions of less than sixty (60) days duration shall be filled without necessity of bulletining.
- 12.2 Vacancies in regularly assigned positions, temporary vacancies, seasonal positions, and newly created positions of more than sixty (60) days' duration, shall be bulletined in their respective seniority groups within ten (10) days of such vacancies occurring **or** new positions being established, it being understood that new positions of indefinite duration need not be bulletined until the expiration of sixty (60) days from date created.
- 12.3 The bulletin shall show location, rate of pay, hours of assignment of the position, and, if temporary, the approximate duration, and shall be posted for five (5) days in places accessible to all employees affected. Bulletins for points where only **one** or two constables are employed will indicate the territory regularly covered by such positions.
- 12.4 Copies of all bulletins issued under this Rule shall be furnished to the Association President.
- 12.5 Appointments shall be made by the supervisory officer based on qualifications and seniority; qualifications being sufficient, seniority will govern. The name of the appointee shall be bulletined within five (5) days in the same manner as the position was bulletined.
- 12.6 Bulletined positions may be filled temporarily pending the assignment of the successful applicant.
- 12.7 **An** employee who is assigned to a temporary vacancy, **or** a temporary position and/or subsequent temporary assignments, shall at the expiration of such temporary assignments be returned to his regularly assigned position.
- 12.8 Employees returning after leave of absence shall resume their former positions respectively or may within five (5) days thereafter exercise their rights to any positions bulletined during such absence, merit and ability being sufficient and employees displaced will be permitted to exercise their seniority in their former seniority groups to any position they are qualified to fill.

- 12.9 **An** employee who is assigned by bulletin to a position shall be given reasonable time in which to qualify, up to thirty (30) days (the length of time depending on the character of the work), and failing will be returned to his former position without loss of seniority.
- 12.10 In applying rules governing promotion and seniority, the supervisory officer shall make the appointment subject to appeal as a grievance, when the senior applicant is not awarded the position.

Staff Reduction and Recall

- 13.1 An employee whose position is abolished, or who is displaced, shall be entitled to exercise his seniority rights within his seniority group, displacing a junior employee, provided that he has the proper qualifications.
- 13.2 The displaced employee shall make his choice in writing within (5) days and must commence work on the position of his choice within thirty (30) days, unless prevented by illness or other cause for which bona fide leave of absence has been granted. An employee who fails to make his choice within five (5) days will only be entitled to take spare work or displace the junior regularly assigned employee in the seniority group. A displaced employee with proper qualifications and seniority to obtain the position and who fails to commence work on the position within thirty (30) days shall be dropped from the Seniority List.
- 13.3 The time limits set forth in this Article will apply to an employee who was on leave of absence at the time of displacement, from the date he reports for duty.
- 13.4 A laid off employee who desires to return to the service when work is available for him must keep the proper officer of the Railway advised of his address in order that he may be readily located.
- 13.5 A laid off employee, shall if qualified, be returned to the service in order of seniority when the staff is increased or when vacancies occur in his seniority group.
- 13.6 A laid off employee who is employed elsewhere at the time he is notified to report for duty, may without loss of seniority be allowed ninety (90) days in which to report providing:
  - (a) That it is definitely known that the duration of the work will not exceed ninety (90) days.
  - (b) That other laid off employees in the same seniority group are available.
  - (c) That written application is made to his superior officer immediately on receipt of notification to resume duty.
- 13.7 A laid off employee who fails to report for duty or to give satisfactory reasons for not doing so, within ten (10) days from date of notification, shall forfeit his seniority rights under this Agreement, and his name shall be struck off the seniority list.

ARTICLE 14

Investigation and Discipline

- 14.1 **An** employee will not be disciplined or dismissed without having had a fair and impartial hearing.
- 14.2 The hearing will be held as soon as possible following the incident in question. **An** employee will not be held out of service more than three working days awaiting the hearing.
- 14.3 When an investigation is to be held, the employee whose presence is desired will be advised as to the date, time, place and reason for the investigation.
- 14.4 At the hearing the employee may have a fellow employee with him who will be accorded the privilege of requesting the presiding officer to ask, for the record, questions which have a bearing on the responsibility of the employee.
- 14.5 Employees who have been called for a hearing will, upon request, be furnished with copies of any statement taken at the hearing.
- 14.6 A decision will be rendered within 15 days from the date of the hearing. If found blameless, the employee will be paid for all time lost less any amount earned in other employment.
- 14.7 Notwithstanding the above, if a proper officer of the Railway is present or called to the scene when an incident occurs, he may carry out an immediate investigation and take such action as may be deemed necessary.
- 14.8 When a discipline assessment will be only a reprimand, warning or caution, or the like, a "hearing" or "investigation" is not necessary. In such cases, when the matter is discussed directly with the employee by the supervisor, a third party, such as a fellow employee, other supervisor or union representative, shall not be in attendance. This provision will not operate to extend the one year period for the clearing of previous demerit marks.
- 14.9 Interaction management discussion forms will not be placed on employee files.

Grievance Procedure and Final Settlement of Disputes

- 15.1 A grievance concerning the interpretation, or alleged violation of this agreement, or an appeal from discipline shall be processed in the following manner.
- Step 1. Within 28 days from the date of cause of grievance, the employee and/or his authorized representative may present the grievance to the immediate supervisor who will give a decision within 28 days.
- Step 2. Within 28 days of receiving the decision under Step 1, appeal may be made to the Director Personnel who will render a decision within 28 days of receiving the appeal.
- Step 3. Within 28 days of receiving the decision under Step 2, appeal may be made to the General Manager whose decision will be rendered within 60 days of receiving the appeal.
- 15.2 All differences between the parties to this agreement which cannot be mutually adjusted may be submitted for final **and** binding arbitration without stoppage of work.

A written request for arbitration must be submitted within 28 days after receipt of General Manager's decision in Step 3 of Article 15.1.

The parties shall, within 30 days of request for arbitration, select an arbitration board consisting of three persons, one nominated by each of the parties and a chairman to be mutually agreed upon by the two so nominated. In the absence of agreement, the Minister of Labour will be requested to appoint a chairman and such appointment shall be accepted by both parties.

The arbitration hearing shall be held in the offices of the Railway at North Bay unless special circumstances make it advisable to hold it elsewhere.

The Railway and the Association shall respectively bear any expense each has incurred in the presentation of the case to the arbitration board, but any general or common expenses including the remuneration and expenses of the Chairman ~~of~~ the Board shall be divided equally.

Association Meetings

- 16.1 Employees will be allowed time **off** to attend meetings with other employees in this group and will be supplied with free rail and/or bus transportation over company lines for that purpose not more than three times per year.
- 16.2 Arrangements are to be made with the Supervisor and when time **off** is taken to attend such meetings employees may be required or permitted to make up the lost time by working an assigned rest day at straight time at a mutually convenient time.
- 16.3 The Supervisor and the Association President will designate, by mutual agreement, the location and the day for the Association meetings.

ARTICLE 17

17

Bereavement Leave

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



ARTICLE 18

18

Health and Welfare

- 18.1 The Railway shall provide an Employee Benefit Plan which shall be in accordance with the supplemental agreement for non-operating employees.

General Holidays

19.1 Employees who qualify in accordance with Article 19.2 will be allowed the following paid general holidays:

* New Year's Day	Civic Holiday
Day After New Year's Day	Labour Day
Good Friday	Thanksgiving Day
Easter Monday	Christmas Day
Victoria Day	Boxing Day
Dominion Day	

\* NOTE: If the Government of Canada 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".

19.2 In order to qualify for pay for any one of the holidays specified in Article 19.1 hereof an employee:

- (a) must have been in the service of the Railway and available for duty for at least 30 calendar days;
- (b) must be available for duty on such holiday if it occurs on one of his work days excluding vacation days. A regularly assigned employee who is required to work on such general holiday shall be given an advance notice of four calendar days except for unforeseen exigencies of the service in which case he will be notified not later than the completion of his shift or tour of duty immediately preceding such holiday that his services will be required. (This Clause (b) does not apply in respect of an employee who is laid off or suffering from a bona fide injury or who is hospitalized on the holiday or who is in receipt of, or who subsequently qualifies for weekly indemnity benefits because of illness on such holiday.)
- (c) must be entitled to wages for at least 12 shifts or tours of duty during the 30 calendar days immediately preceding the general holiday.

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

- 19.3 When a general holiday falls on an employee's rest day the employee may elect in writing to accept either an extra day's pay or one day off with pay in lieu thereof at a time mutually agreeable to him and the Railway.
- 19.4 Employees who qualify in accordance with Article 19.2 and are required to work on a general holiday shall be paid, in addition to their regular weekly rate of pay, at one and one half times the straight time hourly rate of pay for the actual hours worked by them on the general holiday with a minimum of two hours and forty minutes for which two hours and forty minutes service may be required, but employees called for a specific purpose shall not be required to perform routine work to make up such minimum time. When more than one shift or tour is worked by employees on a general holiday, the provisions of this Article 19.4 shall apply to the first shift only.
- 19.5 **An** employee qualified in accordance with Article 19.2 who is required to work on a general holiday will have the option of accepting either his holiday pay or a day off with pay at a time mutually convenient to him and the Railway.
- 19.6 Employees accumulating compensating days off as a result of general holidays may not accumulate more than two compensating days off in any 60 day period. Compensating days off in excess of two shall be granted as an addition to the employee's next annual vacation.
- 19.7 For the purpose of Article 19.4, shifts or tours of duty commencing on or after 2400 hours on the eve of the general holiday and prior to 2400 hours on the night of the general holiday shall be considered as work on that holiday.

Vacations

- 20.1 (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 compensated service, or major portion thereof, during the preceding calendar year, with a maximum of 10 working days until qualifying for further vacation under Clause (b).
- (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 four years and has completed 1,000 days of cumulative compensated service, shall have his vacation scheduled on the basis of one working day's vacation with pay for each 16 2/3 days of cumulative compensated service, or major portion thereof, during the preceding calendar year, with a maximum of 15 working days; in subsequent years, he will continue vacation entitlement on the foregoing basis until qualifying for additional vacation under Clause (c).

NOTE (1) -

An employee covered by Clause (b) will be entitled to vacation on the basis outlined therein if on his fifth or subsequent service anniversary date he achieves 1,250 days of cumulative compensated service; otherwise his vacation entitlement will be calculated as set out in Clause (a). **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 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 10 years and has completed at least 2,500 days of cumulative compensated service, shall have his vacation scheduled on the basis of one working day's vacation with pay **for** each 12 1/2 days of cumulative compensated service, or major portion thereof, during the preceding calendar year, with a maximum of 20 working days; in subsequent years, he will continue vacation entitlement on the foregoing basis until qualifying for additional vacation under Clause (d).

**NOTE (2) -**

An employee covered by Clause (c) will be entitled to vacation on the basis outlined therein if on his 11th or subsequent anniversary date he achieves 2,750 days of cumulative compensated service; otherwise his vacation entitlement will be calculated **as** set out in Clause (b). 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 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 \*20 years and has completed at least 5,000 days of cumulative compensated service shall have his vacation scheduled on the basis of one working day's vacation with pay for each 10 days of cumulative compensated service or major portion thereof, during the preceding calendar year, with a maximum of 25 working days; in subsequent years he will continue vacation entitlement on the foregoing basis until qualifying for additional vacation under Clause (e).

\*Amendment - Effective January 1, 1986, 19 years 4750 days.

**NOTE (3) -**

An employee covered by Clause (d) will be entitled to vacation on the basis outlined therein if on his \*21st or subsequent service anniversary date he achieves 5,250 days of cumulative compensated service; otherwise his vacation entitlement will be calculated as set out in Clause (c). 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 next vacation, the adjustment will be made at time of leaving.

\*Amendment - Effective January 1, 1986, 20th anniversary 5000 days.

- (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 28 years and has completed at least 7,000 days of cumulative compensated service, shall have his vacation scheduled on the basis of one working day's vacation with pay for each 8 1/3 days of cumulative compensated service, or major portion thereof, during the preceding calendar year, with a maximum of 30 working days.

**NOTE (4) -**

An employee covered by Clause (e) will be entitled to vacation on the basis outlined therein if on his 29th or subsequent service anniversary date he achieves 7,250 days of cumulative compensated service; otherwise his vacation entitlement will be calculated as set out in Clause (d). 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 next vacation, the adjustment will be made at time of leaving.

(f) In the application of Clause (e), the Company will have the option of:

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

- 20.2 Vacation days shall be exclusive of the assigned rest days and the general holidays specified in Articles 6 and 19 respectively.
- 20.3 Days worked on any position covered by a similar Vacation Agreement will be counted as service for vacation purposes under this Agreement.
- 20.4 Provided an employee renders compensated working service in any calendar year, time off duty, account bona fide illness, injury, authorized pregnancy leave, to attend committee meetings, called to court as a witness or for uncompensated jury duty, not exceeding a total of 100 days in any calendar year, shall be included in the computation of service in that year for vacation purposes.
- 20.5 **An** employee will be compensated for vacation at the rate of the position which he would have been filling during such vacation period.
- 20.6 An employee terminating his employment for any reason at a time when an unused period of vacation with pay stands to his credit shall be allowed vacation calculated to the date of his leaving the service as provided in Article 20.1 and, if not granted, will be allowed pay in lieu thereof.
- 20.7 An employee who is laid off shall be paid for any vacation due him at the beginning of the current calendar year and not previously taken, and, if not subsequently recalled to service during such year, shall upon application be allowed pay in lieu of any vacation due him at the beginning of the following calendar year.

- 20.8 An individual who (1) leaves the service of his own accord, (2) is dismissed for cause and not reinstated in his former seniority standing within two years of date of such dismissal, will, if subsequently returned to the service, be required to again qualify for vacation with pay as provided in Article 20.1.
- 20.9 An employee who has become entitled to vacation with pay shall be granted such vacation within a twelve-month period immediately following the completion of the calendar year of employment in respect of which the employee became entitled to the vacation.
- 20.10 Applications for annual vacations from employees shall be filed prior to January 15th.
- 20.11 Applications filed prior to January 15th, insofar as it is practicable to do so, will be allotted vacation during the summer season, in order of seniority of applicants, and unless otherwise authorized by the Supervisor, the vacation period shall be continuous. Applicants will be advised in February of dates allotted them and unless otherwise mutually agreed employees must take their vacation at the time allotted.
- 20.12 Unless mutually agreed, employees who do not apply for vacation prior to January 15th shall be required to take their vacation at a time to be prescribed by the Railway.
- 20.13 An employee who, while on his annual vacation, is required to attend court or coroner's inquest or to appear as a witness, in cases in which the Railway is involved, will be granted one additional day of vacation for each day or portion thereof so required.
- 20.14 The Supervisor and the employees concerned 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 expense to the Railway.
- 20.15 An employee who, while on annual vacation, becomes ill or is injured, shall have the right to terminate (temporarily) his vacation and be placed on weekly indemnity. An employee who is again fit for duty shall immediately so inform the Company officer in charge and will continue his vacation if within his scheduled dates. If the remaining vacation falls outside the employee's scheduled dates, such vacation will be re-scheduled as mutually agreed between the proper officer of the Company and the employee concerned.
- 20.16 An employee who, due to sickness or injury, is unable to take or complete his annual vacation in that year shall, at the option of that employee, have the right to have such vacation carried to the following year.

ARTICLE 21

21

Tecnological Change

- 21.1 The principles and schedule of benefits provided in the supplemental agreement with the non-operating unions covering Technological changes will apply to members of the Police Association who are adversely affected by such changes.**



Improvements in Fringe Benefits

- 22.1 Any improvements granted to the residual non-operating unions in connection with Vacations with Pay, General Holidays, Health and Welfare, and Bereavement Leave will apply to Police Association employees effective on the same dates.

Life Insurance Upon Retirement

- 23.1 An employee who retires from the service of the Company subsequent to July 1, 1985 will, provided he is 55 years of age or over and has not less than ten years' cumulative compensated service, be entitled, upon retirement, to a \$3,500. life insurance policy, fully paid up by the Company.

ARTICLE 23A

Injured On Duty

- 23A.1 An employee prevented from completing a shift due to a bona fide injury sustained while on duty will be paid for his full shift at straight time rates of pay, unless the employee receives Workers' Compensation benefits for the day of the injury in which case the employee will be paid the difference between such compensation and payment for the full shift.

Promotions

24.1 In order to be promoted to the rank of 1st class constable an employee will be required:

- (a) To have two years' service in the classifications listed in the wage scale of this agreement;
- (b) To pass an examination, set by the Company, in subjects related to the duties and responsibilities of Constable 1st Class. Classes of instruction in preparation for such examinations shall be provided by the Company at its expense and the employees taking such instruction shall receive their regular pay for time spent in such classes as on duty time. Any employee who fails such examination and feels that he has been unjustly dealt with may have recourse to the grievance procedure established under Article 15 of this Agreement;
- (c) To hold a valid First Aid Certificate;
- (d) To have proficiency in the handling of firearms and other police equipment, in police holds and other physical abilities required in a police function;
- (e) To be in possession of the required provincial driving licence, be authorized to operate Company vehicles and be able to pass a Company driving test when required; and
- (f) To maintain a satisfactory standard of appearance at all times.

24.2 The Company may ensure, from time to time, that an employee is qualified to continue fulfilling the duties and responsibilities of a particular **rank** or classification in accordance with Article 24.1.

Contract Renewal

25.1 It is agreed that during any subsequent renewal or revision of this agreement a "stand-by" will prevail and the terms of the settlement between the Railway and the non-operating unions will apply to this agreement.

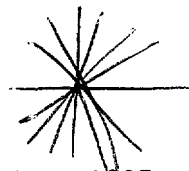
25.2 In recognition of the provisions of Article 25,1, the Association agrees that its members will not cause or participate in any strike and the parties agree that Association members will work during strikes of other employees.

25.3 Negotiations During Term of Agreement

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

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

Company or Association proposals to change this Agreement other than industry wide proposals such as wages, vacations, General Holidays, Health and Welfare, etc. may be submitted by the one party to the other prior to March 31st in the year in which the Agreement terminates with the intent that such proposals be resolved before the expiration of the Agreement.



Rev. Apr. 1987

DURATION OF AGREEMENT

26

This Agreement supersedes all previous agreements, rulings and interpretations which are in conflict with it and shall continue in effect until December 31, 1988, and thereafter until revised or superseded subject to three months' notice by either party at any time after September 30, 1988.

Signed at North Bay, Ontario this 13th day of April 1987.

For Ontario Northland Railway  
Police and Investigation Assoc. :

For Ontario Northland Railway:

E. K. How  
President

P.A. Dymont  
General Manager

March 19, 1976

3630-1-1

Mr. S.J. Mainville,  
President,  
O.N.R. Police Association,  
24 Joseph Street,  
North Bay, Ontario

Dear Mr. Mainville:

As requested, this will confirm that it is the policy *of* the railway to provide paid sick leave to employees covered by the agreement with your Association to a maximum, in any calendar year, of 1 day *of* paid sick leave for each full calendar year *of* employment relationship.

I am advised that this policy has been followed in all cases.

Yours very truly,

F.S. Clifford,  
General Manager.

June 28, 1985

3630-1-1

Mr. R.J. Cote  
President  
O.N.R. Police Association

Dear Mr. Cote

This will confirm the arrangement agreed upon in connection with the payment of shift differentials for employees represented by your Association.

"It is assumed that the shifts worked by the three North Bay employees, Houghton, Cote and How will, on average, divide equally between those shifts qualifying for the 30¢ shift differential and the 35¢ shift differential, producing a total shift differential of \$39.00 per week. Because of the distribution of these shifts, this amount will be divided equally amongst the three employees and each will claim a shift differential of \$13.00 per week."

The letter of May 19, 1982 in connection with shift differentials is hereby superseded effective July 1, 1985.

Will you please indicate your concurrence by signing the additional copy of this letter and returning same to me.

Yours very truly

K.J. Moorehead  
Senior Operating Officer - Rail.

I Concur:

R. J. Cote  
President, O.N.R. Police Association

VACATIONS

In the application of Article 20.1(a) vacation will be granted employees in accordance with the following table:

<u>Nb. of Years Continuous Employment Relationship at Beginning of Calendar Year</u>	<u>Cumulative Compensated Service Requirement (Days)</u>		<u>Vacation Basis for Periods of Cumulative Comp. Service (or Major Portion thereof) in Previous Calendar Year</u>	<u>Maximum Vacation Entitlement (Working Days)</u>
	<u>At Beginning of Year</u>	<u>At Next Anniversary Date*</u>		
Less than 1			1 day for each 25 days	10 days
1 & less than 4			1 day for each 25 days	10 days
4 & less than 10	1,000	1,250	1 day for each 16 $\frac{2}{3}$ days	15 days
10 & less than 20	2,500	2,750	1 day for each 12 $\frac{1}{2}$ days	20 days
20 & less than 28	5,000	5,250	1 day for each 10 days	25 days
Effective Jan. 1, 1986				
19 & less than 28	4,750	5,000	1 day for each 10 days	25 days
** 28 and over	7,000	7,250	1 day for each 8 $\frac{1}{3}$ days	30 days

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

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

40

June 19, 1985