

SOURCE	Comp
EFF.	98/04/05
TERM.	99/08/31
Nb. OF EMPLOYEES	50
NOMBRE D'EMPLOYÉS	df

# AGREEMENT NO. 11

## COLLECTIVE AGREEMENT

### BETWEEN

ONTARIO NORTHLAND RAILWAY

### AND

UNITED TRANSPORTATION UNION

### COVERING

MOTOR COACH OPERATORS

Revised to August 31, 1999

### INDEX

<u>Article No.</u>		<u>Page No.</u>
30	Adverse Effects of Changes in Home Terminals	36
6	Assignments and Duties	5
26	Bereavement	24
14	Bulletining Assignments	15
34	Check Off of Union Dues	47
12	Deadheading	14

15	Displacement Rights	18
11	Expense Allowances	13
35	Final Settlement of Disputes	50
37	Fringe Benefits	52
28	General Holidays	26
36	Grievance Procedure	50
27	Health and Welfare	25
23	Investigation and Discipline	22
13A	Jury Duty	15
4	Leave of Absence	4
20	Life Insurance Upon Retirement	21
33	Manning System Vehicles	47
7	Mileage Allowances	6
39	Negotiations During Closed Period	52
13	Off Duty on System's Business	14
4A	Periodic Medical Examinations	4
3	Preparing Reports	3
17	Probationary Period	20
31	Purchase or Sale of Bus Operations	47
1	Rates of Pay	1
24	Recall of Laid Off Employees	23
2	Reporting Time	3
22	Return from Sick Leave	21

## INDEX

<u>Article No.</u>		<u>Page No.</u>
16	Seniority Lists	19
21	Service Papers	21
19	Sleeping Accommodation Away From Headquarters	21
9	Spare Operators	7
10	Special Trips or Chartered Buses	11
5	Student Drivers or Trainees	5
	Termination	54 24
25	Transportation Privileges	
32	Truck and Transport Operations	47
18	Uniforms	20
38	Union Management Consultation	52
29	Vacations with Pay	29

## APPENDICES

Employee Benefit Plan Supplemental Attch. A Agreement	
Life Insurance Benefits	App. "A"
Weekly Indemnity Benefits	App. "B"
Paid Maternity Leave	App. "C"
Extended Health Care Benefits	App. "D"
Dental Care Benefits	App. "E"
Vision Care Benefits	App. "F"
Eligibility Qualifications and Pay Direct Provisions	App. "G"

## DEFINITION

"System" means Ontario Northland Bus Services.

"Company" means Ontario Northland Transportation Commission.

## ARTICLE 1

### RATES OF PAX

#### 1.1 (a)

(i) Rates of Pay by Kilometre:

<u>Rate Per KM</u>	<u>Line Service</u>	<u>Charters/ Tours</u>	<u>Operator/ Labourer</u>
Eff. April 5, 1998	34.0 cents	30.0 cents	30.0 cents

(ii) Deadhead: 25.5 cents per Km (75% Line Service rate as per Article 12.1.)

(iii) Ride-the-Cushion: 17.0 cents per km. (50% of Line Service Rate as per Article 12.3)

(iv) Familiarization Tours: Where a Motor Coach Operator is assigned to a familiarization tour, the deadhead rate of pay apply.

#### (b)

Effective April 5, 1998, for the first 90 assignments an employee will be paid **10%** less than the basic rate.

#### (c)

Operator/labourers working their regularly assigned shifts, as such will be paid shift differentials as follows:

For shifts commencing between:

1430 and 2230 hours	.0062 cents per km
2230 and 0629 hours	.0073 cents per km

#### (d)

Mandatory Direct Deposit: All current and future employees will be required to enrol in mandatory direct deposit.

#### 1.2

Overtime will be calculated and paid on the basis of 1 1/2 times the applicable basic rate.

### 1.3 (a)

Motor Coach Operators working as garage labourers will be compensated for such service on the basis of 52.5 kilometers per hour.

### (b)

In other instances where time is to be converted to kilometers for pay purposes each minute will equal .875 kilometers.

### (c)

An operator\labourer who commences his/her garage assignment and is subsequently assigned to a driving assignment will be paid at the overtime rate on the first day of the assignment for all service after the completion of 8 hours. Time worked in the garage will be converted to kilometers using 52.5 kilometers per hour. The amount of kilometers driven plus the amount of kilometers calculated as garage time will be reduced by 420. The remaining kilometers will be paid at the overtime rate of pay.

Overtime kilometers will not be included in the 8 week guarantee.

### Example :

The operator/labourer after having been on duty for three hours in the garage is assigned to a line run of 462 km.

The calculation of overtime pay will be:

$$\begin{array}{r} 462 \text{ km} \\ +157.5 \text{ km} \text{ (3 hrs. at 52.5 km/hr)} \\ \hline 619.5 \text{ km} \\ -420 \text{ km} \text{ (basic day)} \\ \hline \end{array}$$

199.5 km at overtime rate

After day one, spareboard and regular assigned operator/labourer reverts to spareboard rules.

### 1.4

Rates of pay set out in Articles 1.1 and 1.2 include payments for handling of baggage and mail.

### 1.5

Effective May 28, 1994, a maximum commission of 19 cents will be paid for each BPX parcel or bundle carried by bus over the system. The commission will be apportioned 9.5 cents to the initial driver and 9.5 cents to final driver.

For freighter service, a maximum commission of 19 cents will be paid for each BPX parcel or bundle carried by bus over the system. Motor Coach Operators assigned to a freighter service will be paid at the charter rate on a kilometer basis.

## **ARTICLE 2**

### **REPORTING !**

#### **2.1**

Motor Coach Operators will be required to report for duty at the time specified in bulletins or special instructions but no later than:

##### **(a)**

If required to report at terminal - 15 minutes in advance of scheduled leaving time.

##### **(b)**

If required to pick up bus at garage - 30 minutes in advance of scheduled leaving time.

Operators called for charters or special trips will be advised, when called, the time that they are required to report at the garage (or terminal).

#### **2.2**

In the event a Motor Coach Operator fails to report at the specified reporting time, he/she may be replaced on that trip by another operator.

## **ARTICLE 3**

### **PREPARIN !**

#### **3.1**

Motor Coach Operators must prepare their reports prior to the end of each daily assignment.

## ARTICLE 4

### LEAVE OF ABSENCE

#### 4.1

Requests by employees for leaves of absence will be given consideration in accordance with the current company policy. Employees desiring leave of absence shall make written request to their immediate supervisor.

## ARTICLE 4A

### PERIODIC MEDICAL EXAMINATIONS

#### 4A.1

An employee required to take a periodic medical examination (which may include one visit to the hospital for x-rays) during his off duty hours shall be allowed payment therefore of 144 kilometers. In cases where the employee is required to make one or more additional visits to the doctor's office, the lab, or the hospital in connection with the periodic medical examination, an additional 48 kilometers will be allowed.

In the application of this Article for assigned drivers, the company will accept the medical taken for MTC requirements. If the medical is performed by the company doctor, or if approval is given to go to another doctor, the company will absorb the doctor's fee and will pay the 144 kilometers provided for in the collective agreement. Where spareboard drivers are concerned, there will be a requirement for an ICC medical and an MTC medical. The company will accept the ICC medical and will pay the doctor's fee and the 144 kilometers. It will also treat the MTC medical in the same manner as for assigned drivers.

The Company will as far as practical, co-ordinate medical requirements for the Company, MTO, and ICC. Payment under this article will be at the line service rate.

## ARTICLE 5

### STUDENTS OR TRAINEES

#### 5.1

An allowance of \$5.00 will be paid to Motor Coach Operators for each assignment or portion thereof on which they are accompanied by a student operator or trainee for instruction purposes.

## ARTICLE 6

### 1 AND DUTIES

#### 6.1 (a)

Regularly assigned line service operators who are ready for duty the entire pay period and do not lay off of their own accord, or are not displaced through the exercise of seniority, will be paid the regular value of their assignments.

#### (b)

In instances where a regularly assigned line service operator is displaced through the exercise of seniority, and exercises his/her seniority within twenty-four (24) hours, he/she will have his/her earnings topped-up to 3840 kilometers for the pay period. If an operator exercises his/her seniority within the twenty-four (24) hour period and subsequently misses time on his/her own accord, in the respective pay period, he/she will be topped up to 3840 kilometers less the value of the trip(s) missed on his/her own accord. If the employee does not exercise his/her seniority within the twenty-four (24) hour period, he/she will be paid for actual work performed. When an operator is notified during his/her assignment, the twenty-four (24) hour period will commence at the end of that assignment.

#### 6.2

Operators regularly assigned to line service and who are available for the entire pay period, will be paid a minimum of 3840 kms biweekly, coinciding with normal payroll cycles. During each biweekly period of 14 days, such employees will be entitled to a minimum of 4 rest days, with at least 2 of the rest days to be in succession. Employees not available for work, on their own accord, will be paid for actual work



performed during the pay cycle.

**6.3**

Motor Coach Operators working only a portion of a pay period will be paid their proper proportion of the above guarantee.

**ARTICLE 7**

**A ICE AND CA CU IE**

**7.1 Assigned Service**

**(a)**

Pay allowances shall be set up for each scheduled assignment posted by order and notice showing duties and headquarters. The day's work shall be arranged to suit the requirements of the service.

**(b) (i)**

Kilometers shall be calculated from terminal to terminal. The minimum daily allowance for an assignment will be **384** kilometers. An allowance of **40** kilometers will be added to the actual mileage of each assignment. Assignments requiring layovers in excess of eight (8) hours will be paid an additional 40 kilometers on the return trip, as posted per article 7.1 (a). This allowance is compensation for reporting time, final time, garage time and loading time.

**(ii)**

On scheduled assignments requiring layovers in excess of five (5) hours, operators will be provided a room. In instances where layovers are in excess of eight (8) hours, operators will be provided single room accommodation. Layover times will be defined by scheduled arrival and departure times.

**(c)**

Regularly assigned operators, who arrive at their final destination later than thirty (30) minutes beyond the scheduled arrival time, will be paid overtime on the minute basis for all time after the thirty minute period. No time will be paid for late arrivals within thirty (30) minutes of the scheduled arrival time. Overtime entitlement will be based on **48** kilometres per hour (.8 kms per minute).

**Example :**

A Line Operator is 45 minutes late from his/her scheduled arrival time at the final destination, his/her overtime entitlement is 15 minutes at the overtime rate. (15 min X .8 kms X \$.34 X 1.5 = \$6.12)

**(d)**

All service on regularly assigned rest days will be paid for at overtime rates except when such service is performed by an employee due to moving from one assignment to another, other than at the order of the system.

**(e)**

The minimum call for service on an assigned employee's rest day or for a call-back after completion of a tour of duty on a regular work day will be 192 kilometers at time and one-half.

**7.2 (a)**

When an operator is called to stand by and his/her services are not utilized, he/she shall be paid from the commencement of his/her stand-by until released with a minimum of 192 kilometers at pro rata (operator's) rate.

**(b)**

Employees will be advised promptly in writing, with reason, if time claimed is not allowed in full, and when claims for expenses are reduced.. In case time is disputed, the time not in dispute will be paid in the current pay period. Time check will be issued upon request for any shortage adjusted.

**ARTICLE 8**

deleted March 1998 and left blank

**ARTICLE 9**

**RULES GOVERNING SPA BOARD OPERATORS**

**9.1**

**The** System shall maintain spare boards at such points

as it may designate and may change, adjust or eliminate same as the necessity of the service requires.

## **9.2**

Except as otherwise provided, spare operators will be used first-in, first-out, arrival time at terminal or garage, whichever is applicable, to govern.

## **9.3 (a)**

Regular spare board positions and vacancies therein, will be bulletined in accordance with the requirements of the service in the same manner as regular assignments.

### **(b)**

When it is known that a temporary spare board position will be required for more than 28 days, it will be bulletined as a permanent position. This does not apply to spare board vacancies.

### **(c)**

A temporary or permanent spare board position will not be established while there is an unfilled vacancy on the board.

## **9.4**

In addition to the regulated number of spare board operators, a list of laid off employees will be maintained. At points where operator/labourers are headquartered, such operator/labourers will be assigned spare work ahead of laid off employees when regular spare board operators are not available or are off account accumulation of kilometers.

## **9.5**

When it is necessary to call laid off employees, the senior laid off employee at the location affected will be called first and must report for duty as called unless junior employees are available, at the location, in accordance with the following procedure:

The company will call laid off employees in order of seniority. If the senior person cannot be contacted or is working elsewhere, or if he/she prefers not to return to work, then the next junior person will be approached and so on down the list. The junior person will be forced to go unless such junior person is working elsewhere at the time, then the company will go back up the list and the junior person not working elsewhere will be forced to work.

**9.6**

The following conditions will apply to employees assigned by bulletin to spare board or operator/labourer positions:

**(a)**

Such employees will work on the basis of 8 week averaging periods which will commence and end on the same dates for each such employee throughout the system. They will be guaranteed the equivalent of 16,800 kilometers pay (calculated at their normal basic rate) in an 8-week averaging period.

Employees serving only a portion of an averaging period will be paid their proper proportion of the guarantee. For each assignment for which an employee is not available in the guarantee period, the guarantee shall be reduced by 384 kilometers.

**(b)**

Earnings from all service performed shall apply toward making up the guarantee. When such earnings do not produce the equivalent of 16,800 kilometers pay in an averaging period, extra service may be required of employees in order to complete the guarantee. Such extra service may include keeping garage in a neat and tidy condition or any other duties in connection with this branch of the service.

**(c)**

When an employee has accumulated the equivalent of 16,800 kilometers pay or more in an eight week averaging period, he/she may be relieved of further duty within that period. He/she will, however, be given the option of performing extra work up to 19,000 kilometers prior to non-spareboard operators being called for these duties. An employee who elects to perform extra work up to 19,000 kilometers will be used in his/her turn provided that, if such use will result in an accumulation of more than 320 kilometers in excess of 19,000 kilometers the company may use another operator in his/her stead.

An employee who has accumulated 16,800 or more in his/her guarantee period will have the option of being relieved of further duty for the balance of that averaging period provided that other drivers are available at straight time rates.

In addition to the foregoing, in order to allow the company to schedule drivers for tours or charters, employees may be released from duty at any time during the averaging period for: one period of not less than 4 nor more than 14 calendar days. An employee's guarantee will not be reduced as a result of being released under this provision.

**(d)**

Employees will be paid overtime for all time actually worked in excess of 19,000 kilometers in an 8 week averaging period. The only instance in which the 19,000 kilometer figure will be prorated for overtime calculations is when a regular spareboard employee bids on and is appointed to a permanent position in which case the 19,000 kilometers will be prorated in the same proportion as the guarantee kilometers for the portion of the guarantee period worked by the employee on the spareboard.

**(e)**

In the administration of this Article 9.6, employees affected will be paid the equivalent of 4,200 kilometers calculated at their normal basic rate for each pay period. Necessary adjustments will be made at the end of each averaging period.

**(f)**

Operator/labourers will be paid time and one-half for work performed in the garage on their regularly assigned rest days. Hours converted to kilometers paid at time and one-half will not be included in the guarantee.

**9.7**

Spare operators will be called by telephone when they are required for duty. Daily calling hours will commence 1000 to 1200 hours and once established the designated hours will not be changed without 48 hours notice. Should problems be encountered in the administration of this arrangement, such problems will be resolved between the Operations Manager and the Local Chairperson.

**9.8**

Operators who cannot be contacted personally when called during normal calling hours shall be moved to the bottom of the calling list.

**9.9**

Operators who cannot be contacted when called outside of normal calling hours will lose the turn called for but will retain their regular turn out.

**9.10**

The company will co-operate with operators and, upon request, will furnish them with information as to their standing on the board and probable vacancies.

**9.11**

When spareboard or extra work will result in the payment of overtime if assigned to other employees, spareboard employees will be given preference for such work.

**9.12**

Operators selected for extended charters and tours will, if possible, be given 5 calendar days notice of such assignments.

**ARTICLE 10**

**SPECIAL TRIPS AND CHARTERS**

**10.1 (a)**

For special trips or charters which return to the garage or headquarters the same day, operators will be paid actual kilometers charged to the customer with a minimum of 384 kilometers.

**(b)**

For special trips or charters, not returning the same day, operators will be paid actual kilometers charged to the customer for initial and final charter days with a minimum of 384 kilometers per day. On days where no service is required by the customer, drivers will be paid 288 kilometers. On days where customers require intermittent service, operators will be paid actual kilometers charged to the customer with a minimum of 384 kilometers.

**10.2**

When spare operators cannot be contacted, operator/labourers or regularly assigned operators will be used for special or charter service. Operator/labourers will be given preference over regularly assigned

operators where applicable. Employees will, if possible, be notified two hours in advance of the time required to report for such service. In applying this Article where regularly assigned operators are concerned, special and/or charter service will, when applicable, be allotted on a rotational basis, due regard being given to Article 10.5.

### **10.3**

On charter assignments, operators will be allowed actual reasonable expenses for sleeping accommodation and meal allowances as follows:

Operators on duty for (6) six hours will **be** allowed a meal allowance of \$9.50. For each additional 4 hours of on duty time the operator will be allowed \$9.50. The maximum number of meals in a calendar day will be **(4)** four.

In situations where an employee has been on duty for less than (6) six hours and subsequently is away from his/her terminal prior to the start of a meal period (breakfast, lunch, dinner), the employee will be allowed **a** meal allowance of **\$9.50** for each such meal period.

After the first charter day, an operator away from home, not returning to his/her terminal on the same day, will be entitled to a minimum of **(3)** three meals.

When returning to home terminal from an overnight charter/tour, an initial meal allowance will be paid, and after (6) six hours of on duty time a further allowance of \$9.50 will be paid.

**A** fourth meal allowance of \$9.50 will be paid to operators for intermittent service on any tour of duty in excess of (18) eighteen hours.

Operators on extended charters or tours will **be** allowed one personal telephone call each week to their families. This will be monitored by the operating people.

### **10.5**

The right is reserved by management to select Spareboard Motor Coach Operators without regard to seniority for special duties or for chartered buses.

If a customer requests a specific driver (s) for charter work or requests not to have a specific driver

(s), the request will be furnished in writing by the customer. A copy will be kept on file at the dispatch office and will be furnished to the driver upon reasonable request.

## **ARTICLE 11**

### **EXPENSE ALLOWANCES**

#### **11.1**

When regular Motor Coach Operators are taken off their regular turns and sent away from headquarters to do relief work, or on account of additional temporary service, they shall be allowed actual reasonable expenses on production of receipts.

#### **11.2**

Spare operators, when away from their headquarters by order of the system, shall be allowed actual reasonable expenses on production of receipts.

#### **11.3**

A meal allowance of \$9.50 will be paid to Motor Coach Operators for every (6) six hours on duty or away from home terminal with a maximum of (3) three meals per calendar day worked.

#### **11.4**

An operator assigned to vacation relief assignment under Article 14.3, when working away from the bulletined headquarters location, will be allowed actual reasonable expenses on production of receipts.

#### **11.5**

Where an automobile mileage allowance is paid, the Company's policy will apply; refer to Company policy for details.

#### **Current Applicable Rates**

First 10,000 km per calendar year	\$.34/km
10,001 to 24,000 km	\$.25/km
Over 24,000 km	\$.20/km



## **ARTICLE 12**

### **DEADHEADING**

#### **12.1**

Operators required to deadhead, by driving an empty bus, shall be paid actual kilometers driven at a rate of 75 per cent of the line service rate, but no allowance shall be paid when deadheading **as** the result of seniority rules.

#### **12.2**

Operators required to deadhead and required to stay overnight, in excess of eight (8) hours, away from home terminal, will be paid 75 percent of the line service rate for actual kilometers driven with a minimum of 192 kilometers. No allowance will be paid when deadheading as a result of seniority rules.

#### **12.3**

Operators required to ride the cushion, will be paid a rate of 50 percent of the line service kilometer rate. No allowance will be paid when cushioning as a result of seniority rules.

## **ARTICLE 13**

### **OFF DUTY ON SYSTEM'S BUSINESS OR CALLED AS A WITNESS BY THE COMMISSION**

#### **13.1**

Employees held off duty on order of the management will be paid schedule rates for the time lost and reasonable expenses if away from home.

#### **13.2**

Employees called as witnesses in court by the Commission or before a coroner's inquest, will be allowed a minimum day's pay for each 24 hours or portion thereof detained from duty. Employees assigned to regular runs so held will receive not less than their regular rate for the time lost. Actual reasonable expenses incurred while away from home will be allowed. Court witness fees and travelling allowance will be assigned to the Commission in cases in which **pay is allowed,**

**13.3**

Should the court witness fees be greater than the allowance under this schedule, the employee will receive the full amount allowed by the court.

**ARTICLE 13A**

**JURY DUTY**

**13A.1**

An employee summoned for jury duty and who is required to lose time from his/her assignment as a result thereof shall be paid for actual time 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.

**13A.2**

An employee must exercise any right to secure exemption from the summons and or jury service under federal, provincial or municipal statute and will be excused from duty when necessary without loss of pay to apply for the exemption.

**13A.3**

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.

**13A.4**

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

**13A.5**

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 vacation dates will not be required to change his/her vacation because he/she is called for jury duty.

**ARTICLE 14**

**BULLETINING**

§

**14.1 (a)**

All assignments will be declared vacant and bulletined to the System on the first Monday in April of each year and will be effective at the beginning of the first pay period in May, in addition, assignments will be bulletined within each terminal only on the first Monday in October and will be effective at the beginning of the first pay period in November. Effective dates will be specified on the bulletins. Bulletins issued in accordance with this clause will be posted for a period of ten days.

**(b)**

Should a Motor Coach Operator with sufficient seniority to hold an assignment fail to enter a bid, he will be appointed to the vacancy remaining after all other such operators have been appointed.

**(c)**

With respect to major system and in terminal bids, namely: May and November bids, the following will apply:

**(i)**

Regarding the May bid, all drivers will be required to protect their working rights by bidding for at least as many positions as required to match their position on the seniority list.

**(ii)**

Regarding November bids, all drivers will be required to protect their working rights by bidding for at least as many positions as required to match their position on the seniority list, commencing with and including all driving positions in their home terminals, prior to bidding any position at an away from home terminal.

**(iii)**

Failure to comply with the above noted instructions will result in not having a job on the effective date of the bulletin, excepting situations governing by specific articles and clauses contained in the Collective Agreement.

**14.2**

All new assignments and permanent vacancies will be bulletined to the System for a period of five days.

### **14.3**

In consultation with the Union the Company will establish vacation relief assignments. Such assignments and their respective specifics will be bulletined to spareboard personnel at the terminal affected. The Company will not incur any additional expenses as the result of filling such assignments.

### **14.4 (a)**

Temporary vacancies of more than 4 working days will be bulletined to the System for a period of 48 hours. Temporary vacancies of unknown duration will also be bulletined to the System for 48 hours and, if possible to do so, will take effect on the 3rd day.

### **(b)**

The preceding paragraph does not apply to vacancies caused by employees being absent on vacation. Such vacancies will not be bulletined. At points where spareboards are maintained vacation vacancies will be protected from the spareboard as per Article 14.3 or; in the event that no applications are received for bulletins under Article 14.3, vacancies will be filled on a daily basis from the spareboard in normal rotation. At other locations, vacation relief will be provided from the spareboard normally providing relief to the location in question; also in normal rotation, but subject to Article 9.6(c).

The operator sent out to perform the vacation relief at outlying points will remain on the vacancy for the duration of the vacation period except when said operator accumulates kilometers in excess of 17,920 kilometers, he/she may then be relieved of that assignment. Relief for accumulated general holidays taken in conjunction with vacation will also be provided in accordance with this Clause (b).

### **(c)**

An employee occupying a temporary vacancy/position must, when the temporary work is completed, return to his/her former assignment. If he/she did not hold an assignment then that employee will revert to the laid off list. An employee occupying a temporary vacancy/position may bid on another temporary or permanent vacancy/position that comes open during his/her tenure of the temporary vacancy/position.

If he/she does **so** and wishes to remain on the temporary vacancy/position until its completion before going on the new temporary vacancy/position or permanent assignment he/she must **so** indicate on his/her bid for such positions.

**(d)**

An operator appointed to fill a vacancy which he/she has bid in, will not have the right to bid in a position he/she has vacated when it is advertised as a result of his/her leaving such.

**14.5**

Merit and ability being sufficient, senior applicants will be given preference in making appointments.

**14.6**

In the application of this article, starting and finishing times of regular assignments may be changed one hour or less with a minimum of 24 hours notice to the operator. It is understood and agreed that revisions or subsequent revisions will not result in changes to the starting or finishing time that changes the original bulletined time by more than one hour.

Additionally, the kilometers associated to a regular assignment may be changed by 48 kilometers or less.

The operator will not be paid less than his/her bulletined assignment, however if the regular assignment is increased the operator will be **paid** the additional kilometers. In both instances, assignments will not have to be rebulletined.

**ARTICLE 15**

**15.1 RIGHTS**

**15.1**

An employee whose permanent position is abolished, or who is displaced from a permanent position, shall be entitled to displace a junior employee provided he/she does so within five days or go on the laid off list.

**15.2**

An employee forced to displace to another terminal must, seniority permitting, return to his/her former terminal at the next in-terminal bid. Prior to the next in-terminal bid the employee must bid on all bulletined new permanent assignments and permanent

vacancies at his/her home terminal except positions of operator/labourer.

**15.3**

When a permanent position is abolished and then re-established before the next system or terminal bid, the employee initially affected and those displaced as a result thereof will revert back to their former positions.

**ARTICLE 16**

**SENIORITY LISTS**

**16.1**

Seniority lists will be posted on January 1st of each year at all headquarters and garages showing names of employees, date employed and seniority standing. An employee who considers his seniority standing incorrectly shown must protest in writing within 90 days. Thereafter no action will be taken. The standing of any employee who is absent on proper leave will not be affected by this rule.

**16.2**

The company will arrange to furnish copies of seniority lists to both the local committee and the General Chairman of the union.

**16.3**

An employee promoted to a permanent non-scheduled, official or excluded position subsequent to June 30, 1988, shall continue to accumulate seniority on the seniority list for a period of two consecutive years. Following this two year period in such capacity, such employee shall no longer accumulate seniority but shall retain the seniority rights already accumulated up to the date of his or her promotion.

**16.4**

An employee who has been laid off and has not been recalled for service for a period of two years will be removed from the seniority list.

**16.5**

Bus Operators actively employed with the Company shall not provide professional driving services for a Company in direct competition with Ontario Northland, unless Company approval is otherwise granted.

## **ARTICLE 17**

### **PROBATIONARY PERIOD**

#### **17.1**

When employees are engaged as Motor Coach Operators, they shall be on probation for the first 60 assignments and if they do not show aptitude for the work, may be released at any time within that limit without constituting a cause for grievance.

## **ARTICLE 18**

### **UNIFORMS**

#### **18.1**

When operators are required to wear uniforms they will be supplied by the system. New operators will be supplied temporary uniforms within a reasonable period after entering the service until their probationary period has been completed. The cost of cleaning of uniforms will be borne by the company.

#### **18.2**

The standard issue for uniforms shall be as follows:

- Two pairs of light weight trousers
- Two pairs of heavy weight trousers
- One summer uniform jacket
- One winter uniform jacket
- One parka
- One driver's cap (optional)
- Four uniform shirts
- Two ties or rosettes
- One sweater or vest (optional)
- One nylon type jacket (upgraded)
- Two pairs work gloves with replacements as required

#### **18.3**

Operators are required to submit measurements to the Supervisor when applying for replacements. Where an employee is required to secure his/her measurements from a tailor, any charge therefor will be borne by the system.



**18.4**

All items of equipment supplied by the system will remain the property of the system.

**ARTICLE 19**

**SLEEPING ACCOMMODATIONS  
AWAY FROM HEADQUARTERS**

**19.1**

On regular assignments when operators are required to remain away from headquarters overnight, suitable accommodation will be provided by the System.

**ARTICLE 20**

**LIFE INSURANCE UPON RETIREMENT**

**20.1**

An employee who retires from the service with an Ontario Northland pension will be entitled to a death benefit of \$6,000. If retirement on company pension is earlier than age 65 and an employee's term life insurance is extended to age 65, the \$6,000 death benefit will be provided at age 65. The application of this Article is conditional on the employee having 10 years of pensionable service.

**ARTICLE 21**

**I PAPERS**

**21.1**

When an employee is discharged or resigns, he/she will be paid within 10 working days and, on request will be furnished with a certificate of service.

**ARTICLE 22**

**SICK LEAVE - RETURN FROM**

**22.1**

An employee on sick leave for 30 days or more must furnish a medical certificate showing nature of illness and before returning from such sick leave, a

certificate of physical fitness to resume duty must be furnished, without expenses to the System.

## **ARTICLE 23**

### **INVESTIGATION AND DISCIPLINE**

#### **23.1**

No employee will be disciplined or dismissed until the charges against him/her have been investigated; the investigation to be presided over by the employee's superior officers. He/she may, however, be held off for investigation not exceeding three days, and will be properly notified of the charges against him/her. He/she will be given at least one day's notice of the investigation. This shall not be construed to mean that a proper officer of the company, who may be on the premises when the cause of investigation occurs, shall be prevented from making an immediate investigation.

#### **23.2**

He/she may select a fellow employee to appear with him/her at the investigation and he/she and such fellow employee will have the right to hear all of the evidence submitted, and will be given an opportunity through the presiding officer to ask questions of witnesses whose evidence may have a bearing on his/her responsibility, questions and answers to be recorded. He/she will be furnished with a copy of his/her statement taken at the investigation.

#### **23.3**

A decision will be rendered within 15 days from the date investigation is held, and if not satisfied with the decision he/she will have the right to appeal in accordance with the grievance procedure.

#### **23.4**

On request, the General Chairman or Local Chairman will be shown all evidence in the case.

#### **23.5**

In case the discipline or dismissal is found to be unjust, the employee will be exonerated, reinstated if dismissed, and paid a minimum day for each 24 hours of time held out of service at schedule rates for the class of service in which he/she was last employed.

**23.6**

When employees are to be disciplined, the discipline will be put into effect within 30 days from the date investigation is held.

**23.7**

It is understood that the investigation will be held as quickly as possible and the layover time will be used as far as practicable. Employees will not be held out of service pending rendering of decision except in cases of dismissable offences.

**ARTICLE 24**

**RECALL OF LAID OFF EMPLOYEES**

**24.1 (a)**

A Motor Coach Operator who is laid off shall be given preference of re-employment when staff is increased or when a permanent vacancy exist and shall be returned to the service in order of seniority.

**(b)**

The company will call laid off employees in order of seniority. If the senior person cannot be contacted or is working elsewhere, or if he/she prefers not to return to work, then the next junior person will be approached and so on down the list. The junior person will be forced to go unless such junior person is working elsewhere at the time, then the company will go back up the list and the junior person not working elsewhere will be forced to work.

**24.2**

A laid off operator who desires to return to service when work is available for him/her, must keep the proper officer informed of his/her address in order that he/she may be readily located.

**24.3**

A laid off operator who is employed elsewhere at the time he/she is recalled to duty may, without loss of seniority, be allowed ninety days in which to report providing:

(a) that it is definitely known that the duration of the work will not exceed ninety days

(b) that other laid off operators are available

(c) that written application is made to his/her

superior officer immediately on receipt of  
notification to resume duty.

**24.4**

A laid off operator who:

- (a) Fails to report for duty, or
- (b) Fails to give satisfactory reasons for not doing

so,

within fifteen (15) **days** of date of notification shall forfeit his/her seniority rights and his/her name shall be struck off the seniority list.

The most junior available operator will be required to accept the recall and failing to report within 15 days from receiving notification shall forfeit his/her seniority rights and his/her name will be struck off the seniority list.

**24.5**

Notice of recall to duty will be by personal notification and will be immediately confirmed in writing using the appropriate mailing system. The time limits contained in Article 24.4 commence on receipt of personal notice.

**ARTICLE 25**

**TRANSPORTATION** **E**

**25.1**

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

**ARTICLE 26**

**BEREAVEMENT LEAVE**

**26.1**

An employee who has not less than six months of cumulative compensated service shall:

**(i)**

Upon the death of his/her spouse, child or parent be entitled to four consecutive calendar days bereavement leave.

**(ii)**

Upon the death of his/her grandparent, grandchild, step-parent, mother/father-in-law, brother, or sister, step-brother/sister, or brother/sister-in-law be entitled to three consecutive calendar days bereavement leave.

**(iii)**

An employee will be compensated for actual time lost exclusive of overtime within such three or four calendar days.

**(iv)**

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.

## **ARTICLE 27**

### **HEALTH AND WELFARE**

#### **27.1**

The company shall provide an Employee Benefit Plan which shall be in accordance with the provisions of the governing supplementary agreement.

#### **27.2**

Employees retiring from the service with Ontario Northland prior to age 65 will have their life insurance, dental plan and extended health care plan continued until they attain the age of 65 provided they:

**(i)**

retire under the disability pension provisions of the Ontario Northland Contributory Pension Plan, or,

**(ii)**

retire under other pension regulation options and have a minimum of 15 years of pensionable service.

### **27.3 Same Sex Coverage**

Effective the first of the month following ratification, bereavement leave, dental and extended health care coverage will be extended to individuals of the same sex who are in a spousal relationship with an employee.

## **ARTICLE 28**

### **GENERAL HOLIDAYS**

#### **28.1**

An employee who qualifies in accordance with Article 28.2 shall be granted a holiday with pay on the following general holidays:

New Year's Day	Civic Holiday (in August)
Day After New Year's Day*	Labour Day
Good Friday	Thanksgiving Day
Victoria Day	Remembrance Day
Dominion Day	Christmas Day
	Boxing Day

\* If the Government of Canada designates "Heritage Day" or such other day as a general holiday, the day so observed by the Government shall be substituted for this holiday.

#### **28.2**

In order to qualify for pay on any one of the holidays specified in Article 28.1, an employee shall have completed thirty days of continuous employee relationship and in addition:

##### **(a)**

shall commence an assignment on the general holiday;  
or

##### **(b)**

shall be entitled to wages for at least six assignments during the thirty calendar days immediately preceding the general holiday; and

**(c)**

unless cancelled, shall be available for duty on such holiday if it occurs on one of his/her work days excluding vacation days.

This Clause (c) shall 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.

**28.3**

A qualified employee whose vacation period coincide with a General Holiday specified in Article 28.1 shall be paid the amount specified for his classification in Article 28.5 (a).

**28.4**

An employee who does not qualify under Article 28.2 with respect to pay for a General Holiday and who is required by the company to work on that day shall be paid in accordance with the provisions of the wage agreement.

**28.5 (a)**

An employee qualified under Article 28.2 and who is not required to work on a General Holiday shall be paid in accordance with the following:

**(i)**

An assigned employee will be paid the wages he/she would have earned at his/her normal rate of pay for his/her normal hours of work, exclusive of overtime.

**(ii)**

A spareboard or extra employee will be paid 384 kilometers at his/her operator's rate of **pay**.

**(b)**

An employee qualified under Article 28.2 and who is required to work on a General Holiday shall at the option of the employee:

**(i)**

Be paid, in addition to the pay provided in



Article 28.5(a) at a rate equal to one and one-half times his/her regular rate of wages for the assignment worked by him/her on that holiday.

When more than one assignment is worked by an employee on a General Holiday, the provisions of this Clause (i) shall apply to the first assignment only; or

**(ii)**

Be paid for work performed by him/her on the holiday in accordance with the provisions of the wage agreement, and, in addition will be allowed to float the holiday( maximum of (4) four per calendar year), to be taken by mutual arrangement between the employee and the immediate supervisor provided no additional cost to the Company and provided relief staff is available. All banked statutory holidays must be taken by November 30th of each year. Should such banked statutory days not be used by November 30th then the employee will be paid for the banked statutory holiday at time and one half. When banked holidays are taken as time off, the employee will receive the holiday pay at straight time **as** earned on the actual holiday.

**(iii)**

In the application of this Clause (b), operator/labourers working their own assignments shall be paid in accordance with paragraph (i) or; be paid for worked performed on the holiday at a rate of time and one half and will be allowed to float the holiday (maximum of (4) four per calendar year ) to be taken by mutual arrangement between the employee and the immediate supervisor: provided no additional cost to the Company and provided relief staff is available. All banked statutory holidays must be taken by November 30th of each year. Should such banked statutory days not be used by November 30th then the operator/labourer will be paid for the banked statutory holiday at straight time.

**28.6**

In the application of Articled 28 and 29, employees will be allowed to stack all general holidays for a period of one year, January 1 to December 31, to be taken in a block in conjunction with off season vacations ( off season period are January to May, and

October to November). Declaration of stacking statutory holidays must be identified, in writing, upon the application of annual vacation.

Note: Employees currently stacking for July 1993 to December 1994; will be allowed to take such stacked statutory holidays with their 1995 vacation.

Employees stacking all statutory holidays will be allowed to use (4) four such days at random, so long as mutually agreed with the immediate supervisor provided no additional cost to the Company and provided relief staff is available.

**28.7**

Assignments commencing between midnight and 2359 both inclusive on the General Holidays specified in Article 28.1 shall be considered as work on that holiday.

**28.8**

For the purpose of this Article 28, deadheading for which compensation is paid shall be deemed to be an assignment worked.

**28.9**

Holiday payments made under this Article will not result in a duplicate payment as a result of the application of guarantees.

**28.10**

The application of this Article shall not result in a duplicate payment consequent upon the inclusion of a general holiday provision in any other agreement.

**ARTICLE 29**

**VACATIONS WITH PAY**

**Section 1**

**1. (a)**

An employee who at the beginning of the calendar year is not qualified for vacation under Clause (b) hereof will be allowed one calendar day's vacation for each twenty-six days worked and/or available for service, or major portion of such days during the preceding calendar year with a maximum of two weeks. Compensation for such vacation will be 4% of the gross wages of the employee during the preceding

calendar year. This basis applies during subsequent years until qualifying for further vacation under Clause (b) of this section.

**(b)**

Subject to the provisions of Clause (c) hereof, an employee who, at the beginning of the calendar year, has maintained a continuous employment relationship for at least 3 years and who has rendered compensated service in 30 calendar months calculated from the date of entering service, shall have his vacation scheduled on the basis of one calendar day's vacation for each 17 days worked and/or available for service, or major portion of such days during the preceding calendar year, with a maximum of three weeks. Compensation for such vacation will be 6% of the gross wages of the employee during the preceding calendar year. This basis applies during subsequent years until qualifying for further vacation under Clause (d) of this section.

**(c)**

An employee covered by Clause (b) hereof, will be entitled to vacation on the basis outlined therein if on his/her fourth or subsequent service anniversary date he/she has rendered compensated service in 60 calendar months; otherwise his/her vacation entitlement will be calculated **as** set out in Clause (a) hereof. Any vacations 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's employment relationship with the company is terminated for any reason prior to his/her next vacation, the adjustment will be made at time of leaving.

**(d)**

Subject to the provisions of Clause (e) hereof, an employee who, at the beginning of the calendar year, has maintained a continuous employment relationship for at least 7 years and who has rendered compensated service in 70 calendar months calculated from the date of entering service shall have his/her vacation scheduled on the basis of one calendar day's vacation for each 13 days worked and/or available for service, or major portion of such days, during the preceding calendar year, with a maximum of four weeks. Compensation for such

vacation will be 8% of the gross wages of the employee during the preceding calendar year. This basis applies during subsequent years until qualifying for further vacation under Clause (f) of this section.

**(e)**

An employee covered by Clause (d) hereof will be entitled to vacation on the basis outlined therein if on his/her 8th or subsequent anniversary date he/she has rendered compensated service in 80 months; otherwise his/her vacation entitlement will be calculated as set out in Clause (b) hereof. Any vacation granted for which the employee does not subsequently qualify will be deducted from the employee's vacation entitlement in the next calendar year. If such employee's employment relationship with the company is terminated for any reason prior to his next vacation, the adjustment will be made at time of leaving.

**(f)**

Subject to the provisions of Clause (g) hereof, an employee who, at the beginning of the calendar year, has maintained a continuous employment relationship for at least 15 years and who has rendered compensated service in 150 calendar months, calculated from date of entering service, shall have his/her vacation scheduled on the basis of one calendar day's vacation for each 10 days worked and/or available for service, or major portion of such days during the preceding calendar year, with a maximum of five weeks. Compensation for such vacation will be 10% of the gross wages of the employee during the preceding calendar year. This basis applies during subsequent years until qualifying for further vacation under Clause (h) of this section.

**(g)**

An employee covered by Clause (f) hereof will be entitled to vacation on the basis outlined therein if on his/her 16th or subsequent service anniversary date he/she has rendered compensated service in 160 calendar months; otherwise his/her vacation entitlement will be calculated **as** set out in Clause (d) hereof. Any vacation granted for which the employee does not subsequently qualify will be deducted from the employee's vacation entitlement in the next calendar year. If such employee's

employment relationship with the company is terminated for any reason prior to his/her next vacation, the adjustment will be made at time of leaving.

(h)

Subject to the provisions of Clauses (i) and (j) hereof, an employee who, at the beginning of the calendar year, has maintained a continuous employment relationship for at least 25 years and who has rendered compensated service in 250 calendar months, calculated from date of entering service, shall have his/her vacation scheduled on the basis of one calendar day's vacation for each  $8 \frac{2}{3}$  days worked and/or available for service, or major portion of such days, during the preceding calendar year, with a maximum of **six** weeks. Compensation for such vacation will be 12% of the gross wages of the employee during the preceding calendar year.

(i)

An employee covered by Clause (h) hereof will be entitled to vacation on the basis outlined therein if on his/her 26th or subsequent service anniversary date he/she has rendered compensated service in 260 calendar months, otherwise his vacation entitlement will be calculated as set out in Clause (f) hereof.

Any vacation granted for which the employee does not subsequently qualify will be deducted from the employee's vacation entitlement in the next calendar year. If such employee's employment relationship with the company is terminated for any reason prior to his next vacation, the adjustment will be made at time of leaving.

(j)

In the application of Clause (h), the company will have the option of:

1. Scheduling an employee for five weeks' vacation with the employee being paid for the sixth week at pro rata rates; or
2. Splitting the vacation on the basis of five weeks and one week.

(k)

In computing service under Clauses (a) to (j) inclusive of this Section 1, days **worked** in any position covered by similar vacation rules will be accumulated for the purpose of qualifying for vacation with pay.

## **Section 2**

### **2. (a)**

Subject to the provision of Clauses (c), (e) and (g) of Section 1, an employee who is retired, leaves the service of his/her own accord, is dismissed for cause, or whose services are dispensed with, shall be paid an amount appropriate to his/her service entitlement calculated as provided for in Section 1, for any vacation due him/her up to the time of termination of his/her service.

### **(b)**

An employee who at the time of termination of his/her service has not qualified for vacation as provided for in Clause (a) of Section 1 shall be paid 4% of his/her gross earnings for the calendar year in which his/her service is terminated.

### **(c)**

An employee who leaves the service of his/her own accord, or is dismissed for cause and not reinstated in the service within two **years** of date of such dismissal, will be subsequently returned to the service, be required to again qualify for vacation with pay as per Section 1.

### **(d)**

In the event of death of an employee, vacation pay to which he/she is entitled up to the time of his/her death will be paid to the estate of the deceased.

### **(e)**

An employee who is laid off during the year and who has not been recalled at the beginning of the ensuing calendar year will have the right to request on two weeks' notice vacation pay due at any time during the ensuing calendar year prior to being recalled to service.

### **(f)**

Time off duty because of lay-off, bona fide illness, injury, or attendance to organization business (except on full-time basis), shall be included for qualification purposes in Section 1.

### **Section 3**

#### **3. (a)**

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

#### **(b)**

Employees entitled to vacation with pay in any year must make application for same in accordance with, and on dates specified in bulletined procedures, between December 1 and December 31 of the previous year. Insofar as practicable, preference shall be given in order of seniority of the applicants.

Employees must take their vacation at the time allotted and those who do not apply in December shall be required to take their vacation at a time prescribed by the company.

#### **(c)**

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

#### **(d)**

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

#### **(e)**

An employee who is entitled to vacation shall take same at the time scheduled. However, if the company reschedules an employee's scheduled vacation dates other than on request of the employee; by mutual



agreement with the employee; or where the vacation is rescheduled under Clauses (c) and (d) of this Section, he/she shall be given at least 3 weeks' advance notice of such rescheduling and will be entitled to the following penalty payment:

For each calendar day during his/her originally scheduled vacation period on which he/she performs service or is available for service, one-seventh of one percent of the employee's gross wages during the preceding calendar year: payable during the period of his/her rescheduled vacation dates.

The rescheduled vacation with pay to which he/she is entitled will be granted at a mutually agreed upon later date. This Clause (e) does not apply where rescheduling is a result of an employee exercising his/her seniority to a position covered by another vacation schedule.

**(f)**

Employees desiring an advance payment must make application for same not later than five weeks prior to commencing their vacation. The advance vacation payment shall be 4% of the employee's previous year's earnings, less an appropriate amount (approximately 30%) to cover standard deductions.

**(g)**

When relief men/women are deadheading on account of vacation with pay, they will be paid deadheading when going out but not when coming back.

**Note 1**

Provided that at least one period of split vacation is taken in the months of January to May inclusive or September to December inclusive, employees entitled to vacation of two weeks or more may, provided proper application is made prior to January 15th, and there is no additional expense to the company, take his/her vacation in two or three portions, none of which will be less than 5 days. Only one portion of split vacation will be allotted during July or August. This will not be interpreted to prevent an employee from taking all his vacation at one time.

**Note 2**

Seven calendar days to be considered one week.

**Note 3**

Beginning in the 1994 vacation year the concept of (3) three seniority districts for the purpose of assigning vacations will be used.

Seniority District 1: protected former Gray Coach Drivers.

Seniority District 2: includes North Bay North/South and Sudbury district.

Seniority District 3: includes Timmins/Cochrane District.

The driver's terminal established in the system bids will govern his/her vacation seniority district for the following year.

**Note 4**

Employees will have the option of using seven (7) personal leave days which will be deducted from the employee's annual vacation. Employees using personal leave days under this provision must make a request to the proper officer of the Company at least twenty-four (24) hours in advance and such leave will be granted provided there is no increased cost to the Company. Personal leave days will not be granted between December 1 and 31 of each year.

**ARTICLE 30**

**ADVERSE EFFECTS OF CHANGES IN HOME TERMINALS**

**30.1 (a)**

Prior to the introduction of changes in home terminals initiated solely by the System involving significantly adverse effects upon employees, the System will give at least three months' advance notice to the union of any such proposed change with a full description thereof along with details as to the anticipated changes in working conditions.

**(b)**

The company will negotiate with the union, measures other than the benefits covered by Sections 2 and 3 of this Article to minimize such adverse effects of the material change on employees who are affected thereby. Such measures shall not include changes in

rates of pay. Relaxation in schedule rules considered necessary for the implementation of a material change *is* also subject to negotiation.

**(c)**

While not necessarily limited thereto, the measures to minimize adverse effects considered negotiable under Clause (b) above may include the following:

1. appropriate timing
2. appropriate phasing
3. hours on duty
4. equalization of miles
5. work distribution
6. adequate accommodation
7. bulletining
8. seniority arrangements
9. lay-off benefits
10. severance pay
11. maintenance of basic rates
12. deadheading

The foregoing list is not intended to imply that any particular item will necessarily form part of any agreement negotiated in respect of a material change in working conditions.

**(d)**

The negotiations referred to in Clause (b) above shall be conducted between the President (or his/her delegate) and the General Chairman and shall commence within 20 days of the date of the notice specified in Clause (a) above. If the negotiations do not result in mutual agreement within 30 calendar days of their commencement, the issue, or issues, remaining in dispute shall, within seven days of the cessation of negotiations, be referred for mediation by a Board of Review composed of two senior officers from each party. Such referral shall be accompanied by a Joint Statement of Issue or Issues, remaining in dispute together with a copy of the notices served by the company on the union under Section 1(a) hereof and a summary of the items agreed upon.

In the event neither party desires to submit the issue, or issues, remaining in dispute to a Board of Review the dispute shall be referred to the arbitrator as provided in Clause (e) below.

**(e)**

The Board of Review shall, within 20 days from the date of reference of the dispute, make its findings

and recommendations. If the Board is unable to arrive at a decision within the time limits specified herein or such extended time limits as provided in Clause (f) hereof, or if its recommendations are not agreeable to either party, a Joint Statement of Issue, or Issues, remaining in dispute may be referred within seven days by either party to a single arbitrator who shall be the person from time to time occupying the position of arbitrator for the Canadian Railway Office of Arbitration.

In the event that the parties do not agree upon a Joint Statement of Issue, or Issues, remaining in dispute, either or each may submit a separate statement to the arbitrator in accordance with the procedure outlined above for the Joint Statement and the other party will be **provided** with a copy thereof.

The arbitrator shall hear the dispute within 30 days from date of the request for arbitration and shall render his/her decision together with reasons therefor in writing within 15 days of the completion of the hearing.

**(f)**

Time limits specified in Clauses (d) and (e) above may be extended by mutual agreement., or upon request of the arbitrator, in respect of time limits specified for the hearing and the rendering of the decision.

**(g)**

The decision of the arbitrator shall be confined to the issue or issues placed before him/her which shall be limited to measures for minimizing the adverse effects of the material change upon employees who are affected thereby, and to the relaxation in schedule rules considered necessary for the implementation of the material change, and shall be final and binding upon the parties concerned.

**(h)**

The company and the union shall respectively bear any expenses each has incurred in the presentation of the case to the arbitrator but any general or common expenses, including **the** remuneration of the arbitrator, shall be divided equally.

**(i)**

The appointment of the arbitrator referred to in Clause (e) above may be revoked at any time by either party upon 60 days' written notice to the other and replaced by mutual agreement between the parties.

**(j)**

In the event either party serves notice as provided in Clause (i) above, or the permanent arbitrator serves notice on the parties of his/her intention to terminate his appointment and there are disputes requiring final determination during a period of which there is no permanent arbitrator the parties will, within 27 days of cessation of negotiations, agree upon an arbitrator to hear such dispute. If the parties cannot agree on the selection of an arbitrator, either party may immediately request the Minister of Labour to appoint an arbitrator to hear such dispute. Such ad hoc arbitrator will, in respect of hearing the dispute and rendering a decision, be governed by the time limits specified in Clause (e) and by the provision of Clause (g) above.

**(k)**

Notwithstanding the provisions of Clause (a) above, changes involving the relocation of employees shall not be made earlier than 15 days following the decision of the arbitrator.

**(l)**

This rule does not apply in respect of changes brought about by the normal application of the collective agreement, changes resulting from a decline in business activity, fluctuations in traffic, traditional reassignment of work or other normal changes inherent in the nature of the work in which employees are engaged.

**(m)**

A dispute concerning the applicability of this rule to a change in working conditions will be processed as a grievance by the General Chairman direct to the President, and must be presented within 60 days from the date of the cause of the grievance.

### **30.2 (a) Relocation Expenses**

The benefits set forth hereunder shall be allowed, where applicable, to an eligible employee. They shall apply to an eligible employee only once for each change.

#### **(b) Eligibility**

The eligibility of specific employees for relocation benefits specified below will be negotiated provided that in each case the following basic qualifications are fulfilled.

An employee:

1. Must have 24 months cumulative compensated service (to establish one month of cumulative compensated service, an employee must, for the purpose of this rule, in that month have worked and/or been available for service on:

21 days if in assigned service  
30 days if in spare board service)

2. Must occupy unfurnished living accommodation to be eligible for benefits under paragraphs (2), (6) and (7) of Clause (c) of this section.
3. Must establish that it is impractical for him/her to commute daily to new location.

#### **(c) Relocation Benefits**

1. Payment of door-to-door moving expenses for the eligible employee's household goods and his/her automobile, including packing and unpacking, insurance and up to one month's storage; the mode of transportation to be determined by the company.
2. An allowance of up to \$550, for incidental expenses actually incurred **as** a result of relocation.
3. Reasonable transportation expenses from his/her former location to his/her new location, by rail, or if authorized, by bus or employee-owned automobile, and **up** to \$140, for an employee without dependents and an

additional amount of \$55. will be paid for each dependent for meals and temporary living accommodation.

Receipts will be required for rail or bus transportation. In the application of this subparagraph, a spouse will be considered as a dependent.

4. Upon authorization, an employee may drive his/her automobile to his/her new location at the current allowance per kilometer.

5. Up to four working days to seek accommodation in his new location with a basic day's pay for each such day at the rate applicable to the service last performed.

6. (a) Reimbursement for loss sustained on the sale of a relocating employee's private home which he/she occupied as a year-round residence, provided that the company is given the right in priority to everyone else to purchase the home. Loss sustained is determined as the difference between the value determined in accordance with Appendix A-1 plus any real estate agent and legal fees and the amount established as the selling price in the deed of sale.

(b) The procedure to be followed in respect of determining the loss, if any, on the sale of a home shall be as described in Appendix A-1 of this Article.

(c) An eligible employee who desires to sell his/her house and receive any benefit to which he/she may be entitled under this Item 6 must advise the company's officer concerned accordingly within 12 months of the date the initial change takes place. No employee shall be entitled to any claim under this Item 6 if the house is not listed for sale within 60 days of the date of the final determination of value and thereafter the house continues to be listed for sale. Any claim for reimbursement under this Item 6 must be made within 12 months of the final determination of value.

(d) Payment of the cost of moving a wheeled mobile home which the employee occupies as a year-round residence.

The selection of the mover and the cost of moving the mobile home shall require the prior approval of the company and shall not, in any event, exceed a total cost of \$4,400. Receipts shall be required.



7. If an employee who is eligible for moving expenses does not wish to move his/her household to his/her new location, he/she may opt for a monthly allowance of \$120. which will be payable, **so** long as he/she remains at his/her new location, for a maximum of 12 months from date of transfer to his/her new location. An employee claiming under this clause may elect within such 12 month period to move his/her household effects, in which case the amount paid out under this clause shall not be deducted from the relocation expenses allowable.

8. Alternatively to (6), the cost of terminating an unexpired lease and legal costs connected therewith up to a value of three months' rent, where the relocating employee was renting a dwelling which he/she occupied as a year-round residence except that where such lease was entered into following the notice of the change without prior approval of the railway no benefit will be provided. Such prior approval will not be unreasonably withheld. Should the law require payment of more than three months' rent in order to terminate a lease, such additional amount will be paid providing the employee first secures the company's approval to pay in excess of three months' rent.

### **30.3 Early Retirement Allowance**

An employee whose position is abolished by a change made under the provisions of Section 1(a) of this Article or who is displaced by a senior employee, such displacement being brought about directly by and at the time of implementation of such change will, if he/she is eligible to receive an early retirement pension with an actuarial cutback, be entitled to receive:

1. An allowance of \$60. per month commencing in the month immediately following the last month in which the employee received wages and continuing each month until the date at which he/she would have been eligible for the pension without a cutback. The maximum period for which the employee will be eligible for the allowance is 5 years;

OR

2. A lump sum payment calculated as follows:

Lump sum equivalent to the total

Age at Retirement	value of monthly allowances he could have received under this provision
55	75% up to 60 months entitlement
56	80% up to 48 months entitlement
57	85% up to 36 months entitlement
<b>58</b>	<b>90% up</b> to 24 months entitlement
<b>59</b>	<b>95% up</b> to 12 months entitlement

An employee who elects benefits under this Article 30.3 will not be entitled to any other benefits provided elsewhere in this Article.

The early retirement allowance will cease upon the death of the employee.

#### **30.4**

The benefits granted under this Article shall be reduced in whole or in part in each case by any amount to which an employee is entitled from any **other** assistance program established for similar purposes.

#### **30.5**

Material changes in working conditions provisions are intended to assist employees affected by any technological change and Sections 150, 152 and 153, Part V of the Canada Labour Code do not apply.

## **APPENDIX A-1**

### **APPRAISAL PROCEDURE**

When an affected employee desires to sell his/her home under the provisions of Section 2(c)(6) of this Rule, of which this Appendix A-1 forms part, the following procedure will apply:

- (a) In advising the company officer concerned of his/her desire to sell his/her house, the employee shall include pertinent particulars as outlined in sample form attached, including his/her opinion as to the fair market value of his/her house.
- (b) This fair market price of the house shall be the price determined **as** of a date sufficiently prior to the date of the change in order that the fair value will be unaffected thereby.
- (c) Within 15 working days from date of receipt of employee's advice of his/her desire to make a claim, the company officer shall advise the employee concerned whether the suggested fair market value is satisfactory and, if so, such price shall be the fair market value as contemplated by Section 2(c) 6(a) of this Rule.
- (d) If, however, the officer concerned is not satisfied that the price requested by the employee is the fair market value, then an effort shall be made to resolve the matter through joint conference of the officer and employee concerned and the appropriate union representative if so desired by the employee; such joint conference to be held within seven days from date of advice to employee concerned as referred to in Clause (c) of this Appendix A-1.
- (e) If such joint conference does not resolve the matter then within five days from the date of the final joint conference, arrangements shall be made for an impartial appraisal to be undertaken **as** soon as possible by an independent real estate appraiser. The fair market price established by such appraiser shall become the fair market value for the purpose of this Rule and such price shall be binding on both parties.
- (f) The employee and company officer concerned shall

endeavour to mutually agree upon the independent appraiser referred to in Clause (e). If they are unable to agree, then the Minister of Labour shall be requested to appoint such an independent appraiser.

- (g)** The residence shall not have been listed for sale with any appraiser appointed pursuant to the provisions of this Appendix A-1, nor with such appraiser's employee, fellow employee or partner.
- (h)** The fees and expenses of any appraiser appointed in accordance with Clause (e) or (f) shall be paid by the company

PARTICULARS OF HOUSE TO BE SOLD

Name of Owner \_\_\_\_\_

Address \_\_\_\_\_  
                                    No.                                    Street                                    City-Town

Type of House i.e. Cottage  
                                    Bungalow  
                                    Split Level \_\_\_\_\_

Year Built: \_\_\_\_\_

No. of Rooms: \_\_\_\_\_ Bathrooms \_\_\_\_\_

Type of Construction:  
(i.e., Brick veneer, stucco, clapboard) \_\_\_\_\_

Finished Basement: Yes \_\_\_\_ No \_\_\_\_

Type of Heating:  
(i.e., oil, coal, gas, electricity) \_\_\_\_\_

Garage: Yes \_\_\_\_ No \_\_\_\_

Size of Lot \_\_\_\_\_

Fair Market Value: \$ \_\_\_\_\_

Other Comments: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Date \_\_\_\_\_

Signature \_\_\_\_\_

## **ARTICLE 31**

### **PURCHASE OR SALE OF BUS OPERATIONS**

#### **31.1**

In the event that the System purchases all or a part of another bus operation, or sells all or part of its existing bus operation, discussions will be held between the two parties to the purchase or sale and representatives of the labour organizations concerned to consider the effects on the employees of both companies.

## **ARTICLE 32**

### **TRUCK AND MOTOR COACH OPERATIONS**

#### **32.1**

Should the System originate such operations, Motor Coach Operators, holding seniority as such under this agreement, will be permitted to exercise their seniority in this branch of the service.

## **ARTICLE 33**

### **MANNING OF SYSTEM VEHICLES**

#### **33.1**

All motor coach vehicles owned or operated by the System, while in Ontario Northland service (regular, charter, extra, or additional service) will be manned by employees holding seniority rights under the terms of this agreement. However, this is not intended to preclude the use of leased equipment with driver for a single trip in an emergent situation when System Bus Operators and/or equipment is not readily available.

## **ARTICLE 34**

### **CHECK OFF OF UNION DUES**

#### **34.1**

The System shall deduct on the payroll for the last pay

period of each month from the wages due and payable to each employee coming within the scope of this collective agreement an amount equal to the uniform union dues of the United Transportation Union, subject to the conditions and exceptions set forth hereunder.

**34.2**

The amount to be deducted shall be equivalent to the uniform regular dues payment of the organization and shall not include initiation fees or special assessments. The amount to be deducted shall not be changed during the term of the Agreement excepting to confirm with a change in the amount of regular dues of the organization in accordance with its constitutional provisions. The provisions of this rule shall be applicable to the organization on receipt by the System of notice in writing from such organization of the amount of regular monthly dues.

**34.3**

Employees filling positions of a supervisory capacity not subject to the rules of this Agreement shall be excepted from dues deduction.

**34.4**

Membership 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. Membership shall not be denied for reasons of race, national origin, colour or religion.

**34.5**

Deductions shall commence on the payroll for the last pay period of the calendar month following completion of 30 calendar days after date of first service.

**34.6**

If the wages of any employee payable on the payroll for the last pay period 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 System in such month. The System 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.

**34.7**

Employees filling positions coming within the scope of more than one wage agreement in the pay period in which deduction is made shall have dues deducted for the organization holding the agreement under which the preponderance of their time is worked in that period. No more than one deduction of dues shall be made from any employee in any month.

**34.8**

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

**34.9**

The amounts of dues so deducted from wages accompanied by a statement of deductions from individuals shall be remitted by the System to the local treasurer of the organization not later than 40 calendar days following the pay period in which the deductions are made.

**34.10**

The System 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 any employee's wages, the System shall adjust it directly with the employee. In the event of any mistake by the System in the amount of its remittance to the organization, the System shall adjust the amount in a subsequent remittance. The System'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 treasurer of the local organization.

**34.11**

The question of what compensation, if any, shall be paid the company by the union in recognition of services performed under this rule shall be subject to reconsideration at the request of either party on fifteen days' notice in writing.

**34.12**



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 System pursuant to the first paragraph of **this** agreement, all parties shall co-operate fully in the defence of such action. Each party shall bear **its** own cost **of** such defence except that if at the request of the organization, counsel fees are incurred these shall be borne by the organization. Save **as** aforesaid the organization jointly and severally, shall indemnify and save harmless the System from any losses, damages, costs, liability or expenses suffered or sustained by them or any of them **as** a result of any such deduction or deductions from payrolls.

## **ARTICLE 35**

### **FINAL SETTLEMENT OF DISPUTES**

#### **35.1**

All differences between the parties to this agreement concerning its meaning or violation which cannot be mutually adjusted shall be submitted to the Canadian Railway Office of Arbitration for final settlement without stoppage of work.

#### **35.2**

Request for arbitration must be made in writing within 60 days following the date decision is rendered at the final step of the grievance procedure.

## **ARTICLE 36**

### **GRIEVANCE PROCEDURE**

#### **36.1**

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

#### **Step 1**

Within 28 calendar days from the date of cause of grievance the employee and/or the Local Chairman may present the grievance orally or in writing to the immediate supervisor,

who will give a decision as soon as possible but in any case within 28 calendar days on receipt of grievance. If the grievance is presented in writing the decision will also be given in writing.

## **Step 2**

Within 28 calendar days of receiving the decision under Step 1, the Local Chairman or the General Chairman may appeal the decision in writing to the Director Passenger Services whose decision will be rendered in writing within 28 calendar days of receiving the appeal.

The appeal shall include a written statement of the grievance as it concerns the interpretation of alleged violation of the agreement, and identify the specific provisions involved. The written statement in the case of an appeal against discipline imposed shall outline the union's contention as to why the discipline should be reduced or removed.

## **Step 3**

Within 28 calendar days of receiving the decision under Step 2 the General Chairman may appeal the decision in writing to the President, whose decision will be rendered in writing within 60 calendar days of receiving the appeal.

### **36.2**

A grievance or appeal which is not settled at the President's level may be progressed for final settlement to the Canadian Railway Office of Arbitration.

### **36.3**

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

### **36.4**

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

### **36.5**

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

## **ARTICLE 37**

### **FRINGE BENEFITS**

#### **37.1**

The company shall provide an Employee Benefit Plan which shall be in accordance with the provisions of the governing Supplemental Agreement.

## **ARTICLE 38**

### **MANAGEMENT CONSULTATION**

#### **38.1**

A Union-Management consultation committee will be formed, comprised of not more than three members from each party, to provide a channel of ongoing communication for the discussion of matters of mutual concern. Such matters will include employee suggestions with respect to future business, charter trips, assignments and tours.

## **Article 39**

### **Negotiations During Closed Period**

#### **39.1**

The Union's General Chairperson and the Director, Passenger Services shall confer promptly upon notice from either party to the other with respect to any questions which may arise regarding the interpretation or application of this agreement.

Should either the Union or the Company desire to revise an article or articles during the closed period of the agreement, a written statement containing the proposed change (s) shall be given and a conference held within thirty days (30) from receipt of such notice. Should agreement on the proposed changes not be settled by mutual agreement during the term of the collective agreement, such changes may be progressed during the next open period of the agreement.

**LETTER OF UNDERSTANDING MARCH 11, 1991**

The company and the union agree that disabled employees will be treated in accordance with the letter of understanding dated February 20, 1991.

\*

**TERMINATION**

This agreement supersedes all previous agreements, rulings and interpretations and shall remain in effect until August 31, 1999 and thereafter, subject to three months notice by either party at any time subsequent to May 31, 1999.

Signed at North Bay, Ontario this 10th day of June 1998.

For the Union:

For the Company:

K. L. Marshall  
General Chairperson

K. J. Wallace  
President

ONTARIO NORTHLAND RAILWAY

April 15, 1998

B-8315-3

Mr. Lloyd Marshall  
General Chairman,  
United Transportation Union,  
North Bay, Ontario.

Dear Mr. Marshall:

During recent negotiations we reviewed the previous letters of Understanding dated July 9, 1982 between Mr. B.F. Newman and Mr. A. Rotondo concerning various understandings pertaining to certain clauses. We agreed that the only item that needed to be addressed by LOU concerned relief assignments. Consequently the following wording, as per the July 1982 letter, will remain:

**Li Assignments**

The parties agreed to pursue the establishment of one relief assignment each in North Bay and Timmins which would provide relief to the operator/labourer positions on the rest days of those positions and relieve other assignments on other days to fill out the assignment.

The rate of **pay** would be the rate of the position relieved but otherwise assigned rules would apply. The operator/labourer assignments will remain on an averaging/guarantee arrangement as described in Article 9.

Yours truly,

Jim Kilgour  
Sr. Director Passenger Services

**ONTARIO NORTHLAND RAILWAY**

July 9, 1982  
renewed April 6, 1998

B-8315-3

Mr. B. F. Newman,  
General Chairman,  
United Transportation Union,  
63 Nelson Avenue,  
North Bay, Ontario.

Dear Mr. Newman:

In the interest of achieving a settlement of the Bus Operators' negotiations, I offered the following arrangement:

"When the spouse of a Tour Bus Operator is booked on the tour and a saving in room costs is realized therefrom, such saving will be reimbursed to the Bus Operator".

Should a settlement not result from the foregoing, it is withdrawn in its entirety.

Yours very truly,

R. L. Moore  
Director Passenger Services,  
Tourism and Public Affairs.



March 2, 1998  
Mr. K. L. Marshall  
General Chairperson  
United Transportation Union  
North Bay, Ontario

Dear Mr. Marshall:

**Re: North Bay and Sudbury Terminals**

During recent negotiations concerning the revision of the collective agreement governing Motor Coach Operators, the union raised a concern for the future requirement of drivers in the North Bay and Sudbury terminals. More specifically, the union indicated that with the revisions to Articles 6, 7 and 8 of the collective agreement, the Company could schedule existing trips using Timmins terminal operators through to Toronto, resulting in a decrease of operators at the North Bay and Sudbury terminals.

This letters confirms that for the length of this agreement, unless mutually agreed between the Company and Union, the Company will not schedule any of the current trips through to Toronto with Timmins terminal operators. The only exception to this will be those trips in place today that are operated with Timmins terminal operators.

Yours truly,

J. R. Kilgour  
Senior Director  
Passenger Services

JRK/dk

**EMPLOYEE BENEFIT PLAN SUPPLEMENTAL AGREEMENT  
BETWEEN ONTARIO NORTHLAND TRANSPORTATION COMMISSION  
AND UNITED TRANSPORTATION UNION REPRESENTING  
MOTOR COACH OPERATORS**

---

The parties hereto agree that the company will provide a Benefit Plan governing life insurance, weekly indemnity benefits, maternity leave benefits, extended health care benefits, dental care benefits and vision care benefits as follows:

1. An eligible employee shall be entitled to:
  - (a) Life Insurance coverage in the amount of \$37,000 with an accidental death and dismemberment provision, details of which are contained in Appendix "A".
  - (b) Weekly Indemnity Benefits up to 26 weeks from wage loss on account of sickness or non-occupational accident of 70% of base pay up to a maximum of \$480. per week, details of which are contained in Appendix "B".
  - (c) Maternity Leave Benefits or Adoption Leave Benefits up to 17 **weeks** based on 70% of weekly base pay with no maximum, details of which are contained in Appendix "C".
  - (d) Extended Health Care Benefits, details of which are contained in Appendix "D".
  - (e) Dental Care Benefits, details of which are contained in Appendix "E".
  - (f) Vision Care Benefits, details of which are contained in Appendix "F".
2. Eligibility qualifications and pay direct provisions shall be as outlined in Appendix "G".
3. The provision of the coverage outlined herein shall be the responsibility of the company.
4. The provisions outlined herein shall become effective on the first day of the month following the signing of this Supplemental Agreement.

5. This Supplemental Agreement supersedes the Supplemental Agreement signed at North Bay, Ontario on the 21st day of October 1994 and will remain in effect until August 31st, 1999 and thereafter subject to three months notice by either party of their desire to revise or terminate it, which may be served at any time subsequent to May 31, 1999.

Signed at North Bay this 10th day of June 1998.

For the Company:

For the Union:

K. J. Wallace  
President

K. L. Marshall  
General Chairman  
United Transportation Union

## **APPENDIX "A"**

### **LIFE INSURANCE BENEFITS**

1. Effective on the first day of the month following the signing of this Supplemental Agreement, each eligible employee will be covered in a group policy with life insurance in the amount of \$37,000, with a double indemnity provision on a 24 hour basis for accidental death. **Also** included is a comprehensive dismemberment provision, details of which are outlined in the respective policy governing this benefit.

By virtue of and subject to the terms of the group policy, the sum thus insured is payable to the beneficiary in the event of the death of the employee, while insured under the said group policy. The insurance may be paid in accordance with the options outlined in the respective policy.

#### **2. Conversion Privilege**

Within 31 days after insurance stops, except on account of a reduction in accordance with the terms of the group policy, or except on account of, or subsequent to the termination of the group policy, the employee may apply to the insurance company for any regular whole life, endowment, or pension with insurance plan ordinarily issued by the insurance company. The converted policy may not include disability or double indemnity benefits. The insurance will be issued without medical examination at the premium rate which applies to age and classification of risk at the time of conversion. The employee may apply for an amount equal to, or, at his option, less than the amount of insurance which has been cancelled under the group policy.

#### **3. Beneficiary**

The employee may, at any time, appoint or change the beneficiary by written notice deposited with the employer, subject to applicable laws.

#### **4. Disability Benefits**

In the event that the employee becomes unable to work

before age 65 because of total disability owing to accident or sickness, such employee will be entitled to life insurance equal to the amount of paid up retirement insurance in effect at the time. There will

- 2 -

be no premiums payable, but the employee must advise the insurance company that he is disabled and submit such evidence of disability as it requests.

#### **5. Assignment**

No assignment of any of the insurance under the said group policy shall be valid.

#### **6. Termination of Insurance**

The employee's insurance terminates when the group policy terminates, unless insurance is continued under the disability provision of the group policy, when the employee ceases to be eligible for insurance according to the terms of the group policy or when the employee attains the termination age specified in the group policy. Terms and conditions are more fully described in the governing insurance company policy.

APPENDIX "B"

WEEKLY INDEMNITY BENEFITS

1. (a) Effective on the first of the month following the signing of this Supplemental Agreement, for claims which originate on or after that date, an eligible employee will be entitled to weekly indemnity benefits of 70% of his/her weekly base pay to a maximum of \$480. per week.

The weekly indemnity benefit for an employee earning less than \$120. per week will be 75% of his/her weekly base pay to a maximum of \$80. per week.

A claimant in receipt of UIC sickness benefits will have such benefits supplemented to the level of his/her weekly indemnity benefits. (This provision is subject to approval by the Canada Employment and Immigration Commission).

- (b) Weekly Indemnity benefits will commence for eligible employees from the first day in case of accidental injury, from the first day of sickness if hospitalized during the period of the claim and from the third day in other cases of sickness.

Payments will be made for up to 15 weeks. If an employee continues to be disabled under this 15 week period and if he is eligible for Unemployment Insurance sickness benefits, he will be required to claim such UIC sickness benefits. Following the exhaustion of such UIC sickness benefits, an employee will continue to be eligible for weekly indemnity benefits for a period of up to 11 weeks without any further waiting period. In the event an employee is not eligible to receive UIC sickness benefits, he/she would be immediately eligible to receive weekly indemnity benefits for the remaining 11 weeks of the 26 week period.

2. Employees on company compensated jury duty and union representatives on temporary leave of absence account union business (for whom a premium has been paid) who become disabled during their period of leave will be eligible for weekly indemnity benefits in the same manner as if they had been working. Employees on bereavement leave will become eligible at the expiration of such leave.

70

3. If, after the termination of any disability for which an employee was entitled to a benefit under this

provision, such employee again becomes disabled due to the same or related cause or causes, such later disability will be considered as a continuation of the previous disability unless such employee had recovered from the previous disability and had been at work with the company on full time for a period of at least two weeks after termination of the previous disability.

**Benefits** will not be payable:

- (a) for any period of disability during which the employee is not under the care of licensed physician, surgeon or chiropractor;
- (b) for any period during which the employee is receiving benefits under Provincial Workers' Compensation legislation, unless compensation is payable in respect of a previously incurred partial disability which permits continuation of his employment;
- (c) for any accident or sickness for which an employee is receiving benefits under Provincial Workers' Compensation legislation,
- (d) for any period during which an employee is entitled to sickness or disability benefits from the Unemployment Insurance Program in accordance with Section 1(c) of this Appendix "B"; (see Note 1);
- (e) In respect of an accident which occurs while the employee is performing any work for wages or profit other than on behalf of the company;
- (f) if the employee is drawing vacation pay or pay for general holidays or is on strike; (see Note 2);
- (g) for intentionally self-inflicted injury, or injury resulting from war, insurrection or participation in a riot;
- (h) for absence from work due to pregnancy leave;
- (i) for any period during which an employee is engaged in any occupation for wages or profit;

(j) when an employee is laid off, or on leave of absence (see Note 3).

Terms and conditions are more fully described in the governing insurance company policy.

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

#### **Explanation of Notes**

1. Except for the topping off supplement described in the last paragraph of Section 1(a) of this Appendix "B".
2. An employee who, while on annual vacation becomes ill or is injured, shall have the right to elect to terminate temporarily) his vacation and to be placed on weekly indemnity.
3. When an employee qualifies for benefits during a period of employment and is subsequently laid off, benefits continue in accordance with Article 1(b) of the Appendix "B"



## **APPENDIX "C"**

### **PAID MATERNITY LEAVE PLAN**

Effective on the first day of the month following the signing of this agreement, a paid Maternity Leave Plan will be established for claims which originate on or after that date. The plan will provide maternity leave benefits in the event of childbirth or the adoption of a child less than one year old of an amount that, when added to Unemployment Insurance Maternity Benefits, will result in the employee receiving 70% of her weekly base pay with no maximum amount for those weeks during which she receives Unemployment Insurance Maternity Benefits, i.e., for a maximum of 15 weeks.

The provisions of the paid Maternity Leave Plan are subject to the approval of the Canada Employment and Immigration Commission.

## APPENDIX "D"

### THE PLAN IS A FITS

The Extended Health Care Plan provides for coverage of semi-private hospital accommodation expenses and major medical coverage, **drugs** and vision care expenses in accordance with the following:

#### **(a) Hospital Benefit**

100% of eligible expenses **up** to \$150.00 per day for the **registered** Hospital's cost **of** semi-private room accommodation for an unlimited number of days. This benefit is not subject to a yearly deductible.

Employees hired after April 1, 1998 will not be provided with semi-private coverage.

#### **(b) Drug Benefit**

100% of charges for generic drugs, including oral contraceptives, sera and injectibles prescribed by a licensed doctor (MD) or licensed dentist and dispensed by a registered pharmacist, that regardless of their legal status are not normally obtainable except by prescription from a licensed doctor (MD) or licensed dentist. The drug plan is not subject to an annual deductible.

#### **(a) Major Medical Benefit**

The Major Medical Benefit portion of **the** plan is subject to a deductible of \$25.00 per family, per calendar year.

This benefit is subject to a lifetime maximum amount of \$35,000. per individual.

The Major Medical expenses are subject to 80% reimbursement for the following covered expenses:

- . Services of a licensed physiotherapist
- . Services of a registered nurse
- . Diagnostic and x-ray services, blood and blood plasma, oxygen and rental of equipment for its administration

- Purchase of durable medical equipment, crutches, artificial limbs, etc., including elastic support stockings and orthopedic shoes
- Rental or purchase of a wheelchair, hospital bed or iron lung
- Licensed ambulance, including air ambulance to and from the nearest hospital
- Dental treatment for accidental injury to natural teeth

**Expenses Not Covered:**

No payment is made for the following expenses:

- Cost of the difference between a semi-private and a private hospital room
- Convalescent or nursing home care
- Cost of treatment by chiropractors, osteopaths, oidiatrists, speech therapists and psychologists
- Hearing aid expenses
- Drugs which can be purchased without prescription (with certain exceptions). For example: patent medicines, vitamins, health foods, cough and cold preparations, aspirin and similar products are ineligible.

**General Exclusions**

The plan does not cover services and supplies in the following situations:

- injury sustained by employees while working for **pay** or profit other than with their employer
- injury of a dependent while working for pay or profit, any portion of medical expense covered under Workers' Compensation or similar program
- services to which the patient is entitled without charge, or for which there would be no charge if there **were** no coverage

- services, or portions thereof, provided under government sponsored programs

In the event that a service covered by a government sponsored program is suspended, the Extended Health Care Plan will not assume coverage of such service.

#### **Co-ordination of Benefits**

Some employees and their dependents are eligible for benefits from other group type plans. In these cases, the benefits payable under all plans will be co-ordinated to ensure that the maximum benefits are made available but that the total amount paid does not exceed the actual expenses incurred.

Terms and conditions are more fully described in the governing insurance company policy.

## APPENDIX "E"

### DENTAL CARE BENEFITS

The Dental Care Plan provides for coverage of 100% of the expenses for routine dental care and 50% of expenses for major dental care subject to a calendar year deductible of \$35.00 per person, but not more than \$35.00 per family to a maximum annual benefit of \$1,200. per person. Eligible employees and their dependents will be covered for expenses as follows:

#### **Routine Care**

Charges up to the maximum benefit for:

- oral examinations, cleaning of teeth, fluoride treatments and bite wing x-rays: twice in any calendar year, but not more than once in any five month period for dependents under age 18, and not more than once in each nine months for adults.
- full mouth **series** of x-rays: once every 24 months for dependents under age 18 and not more than once in each 36 months for adults.
- extractions and alveolectomy (bone work) at time of tooth extraction
- dental surgery
- general anaesthesia and diagnostic x-ray and laboratory procedures required for dental surgery
- amalgam, silicate, acrylic and composite fillings
- necessary treatment for relief of dental pain
- cost of medication and injections given in the dentist's office
- space maintainers for missing primary teeth and habit breaking appliances
- consultations required by the attending dentist
- surgical removal of tumors, cysts, neoplasms
- incision and drainage of abscess
- endodontics (root canal therapy)

- periodontal treatment (gum and tissue treatment)

### **Dentures, Crowns and Bridge Work**

Charges **up** to the benefit maximum for:

- provision of crowns, inlays and onlays
- provision of an initial prosthodontic appliance (e.g. fixed bridge restoration, removable partial or complete dentures)
- replacement of an existing prosthodontic appliance if:
  - (a) it is over five years old and cannot be repaired;
  - (b) it is a temporary one installed after the employee first became covered by the plan (in this instance the replacement is considered a permanent one);
  - (c) it is required due to the installation of an initial opposing denture after the date the employee became covered by the plan;
  - (d) it is required **as** a result of accidental injury after the employee became covered by the plan;
  - (e) the extraction of additional **teeth**, after coverage has begun, requires a new appliance. If the existing appliance can be made serviceable, only the expense for the portion required to replace the teeth extracted is covered.
- Relines, rebases and repairs to existing dentures
- Procedures involving the use of **gold**, only if such treatment could not have been carried out with the use of a reasonable substitute consistent with generally accepted dental practice. Where the use of gold is optional, the covered expense will be that of the customary substitute.

### **Other Dental Practitioners**

Dental care, services or supplies must be rendered and dispensed by a licensed dentist, except that:

- scaling and cleaning of teeth may be done by a licensed dental hygienist; and
- installation, adjustment, repair, relining or rebasing of full dentures, may be done by a denturist, denture therapist, technician or mechanic, who is registered and practicing within the scope of his license.

Charges for such health care, services and supplies will be deemed to be covered charges up to the lesser of:

- the amount shown in the practitioner's fee guide of the province where the charges are incurred; or,
- the 1996 suggested Fee Guide for Ontario Dental Association

#### **Alternative Services**

If alternative services may be performed for the treatment of a dental condition, the maximum amount payable will be the amount shown in the applicable suggested Fee Guide for the least expensive service or supply required to produce a professionally adequate result.

#### **Predetermination of Benefits**

If charges for a planned course of treatment by a licensed practitioner would exceed \$300., proposed details and x-rays should be submitted to Excelsior Life for approval. Failure to do so may result in payment of a lesser benefit amount because of the difficulty in determining the need for such treatment after it has been provided. Dental x-rays will be promptly returned to the dentist.

Course of treatment means one or more services rendered by one or more dentists for the correction of a dental condition diagnosed **as** a result of an oral exam starting on the date the first service to correct such condition is rendered.

#### **Limitations**

No amount will be paid for charges for:

- dental care which is cosmetic;
- completion of claim forms;
- broken appointments;

- dental care covered under a medical plan provided by an employer or government which, in the absence of insurance, there would be no charge;

stainless steel crowns on permanent teeth;

oral hygiene instruction or nutritional counselling;

- protective athletic appliances;

prostheses, including crowns and bridgework, and the fitting thereof which were ordered while the person **was** not insured, or which were ordered while the person was insured but which were finally installed or delivered after this benefit is discontinued or more than 31 **days** after termination of insurance for any other reasons;

- a full mouth reconstruction, for a vertical dimension correction, or for diagnosis or correction of a temporomandibular joint dysfunction;
- replacement of a lost or stolen prosthesis; or
- orthodontic treatment or correction of malocclusion



**APPENDIX "E"**

**VISION CARE BENEFIT**

The Vision Care Plan provides for 100% of the cost of eye wear to a maximum of \$200.00 in any 24 month period, or any 12 month period for dependents age 18 and under \$25.00 deductible applies.

Charges for lenses (including shatterproof lenses) and frames, sunglasses, or for contact lenses and their replacement provided there is an actual need for change in their magnifying strength, when prescribed by an ophthalmologist or optometrist, up to the Benefit Maximum. No amount will be paid for anti-reflective coatings.

Services of an ophthalmologist or licensed optometrist to a maximum amount payable in any two consecutive contract years will be \$25.00 per person.

**ELIGIBILITY QUALIFICATION AND PAY DIRECT PROVISIONS**

**LIFE INSURANCE**

**New Employees:**

A permanent employee becomes eligible on the first day of the month following the completion of 60 calendar days continuous employment relationship.

**Monthly Qualification for Coverage:**

An eligible employee qualifies for coverage in respect of a particular month only if he renders compensated service in that month.

**Extended Health Care, Dental and Vision Care Plan**

Employees will become eligible for extended health care benefits, dental care benefits and vision care benefits on the first day of the month following the completion of six months of continuous service.

**Waiver of Premium:**

- (i) An employee's basic coverage for life insurance, extended health, dental and weekly indemnity will be continued while he/she is drawing weekly indemnity benefits or Unemployment Insurance benefits under the provisions specified in Appendix "B" of this Supplemental Agreement for a maximum period of up to 26 weeks for each period of disability.
- (ii) An employee's basic coverage for life insurance, extended health and dental will be continued while he is off work account WCB disability for a maximum period of up to 52 weeks for each period of disability.

**Dependent Eligibility**

To be eligible for insurance dependents must be insured under a provincial health insurance plan.

Dependents becomes eligible for insurance when the employee become eligible or, if acquired later, upon becoming a dependent.

The employee must be insured in order for his/her dependents to be insured.

A person may not be insured for health care and dental care benefits as a dependent of more than one employee; or both as an employee and as a dependent.

Dependent means a spouse or unmarried child under 21 (25, if regularly attending school and solely dependent upon the employee for support).

Spouse means a husband or wife by virtue of a religious or civil marriage ceremony; (if separated, spouse must be supported by the employee) except that, a person of the opposite sex living with the employee will be deemed to be the employee's spouse, if such person is publicly represented as the employee's spouse.

Child means:

- a natural or legally adopted child; or,
- a step child or other child, who is dependent upon the employee for support and lives with the employee in a regular parent child relationship.

#### **Effective Date of Insurance**

Insurance for employees and their dependents will become effective on the date of eligibility.

If an employee is absent from work because of disability due to illness or injury on the date of insurance, or any increase in insurance would otherwise become effective, such insurance will not become effective until the date the employee returns to active full time work for one full day.

Insurance, or any increase in insurance, for a dependent (other than a new born child who becomes insured within 31 days of becoming eligible), who is confined in a hospital because of illness or injury on the date such insurance would otherwise become effective, will not become effective until the date such dependent is no longer so confined.

#### **Direct Payment Provisions, Termination of Insurance and Continuation of Insurance**

1. The group Life, Accidental Death and Dismemberment and

Weekly Indemnity benefits cease on the date the employee ceases to be an eligible employee, unless the Life or Weekly

- 3 -

Indemnity benefits are extended due to eligible disability.

2. (a) Extended Health Care Plan and Dental coverage for employees and their dependents will be terminated as follows:

(i) resignation or dismissal, the date on which the employment relationship terminates;

(ii) Retiring and retired employees - The end of the month in which the retired employee reaches age 65 or, in the case of an employee retiring after age 65 pursuant to the pension regulations, the end of the month in which retirement takes place (within 6 months of turning 65).

(iii) leave of absence, lay-off, (except as provided below), and death, the last day of the month in which such leave of absence, lay-off or death occurs:

(iv) strike, the last day worked.

(b) (i) In cases of leave of absence for disability (and the employee is in receipt of Weekly Indemnity Benefits, Unemployment Insurance Sickness/Maternity Benefits or Workers' Compensation Benefits), coverage will be maintained at no cost to the employee for a period of six months from the end of the month in which the disability occurs. If disability continues past this period, employees may maintain coverage for a further six months by submitting the required payment directly to their employer.

(ii) In cases of lay-off and leave of absence in circumstances other than those in (i) above, employees may maintain coverage for a period of 12 months following the date of lay-off or the granting of leave of absence, provided direct payment is made to their employer.

(c) With respect to dependents, the date on which a dependent ceases to be an eligible dependent.



# Ontario Northland

June 10, 1999

3600-8

555 Oak Street East,  
North Bay, Ontario P1B 8L3  
Telephone: (705) 472-4500  
Fax: (705) 476-5598

555, rue Oakest  
North Bay (Ontario) P1B 8L3  
Téléphone: (705) 472-4500  
Télécopieur: (705) 476-5598

Workplace Information Directorate  
Collection of Agreement **Unit**  
Labour Branch  
**Human Resources Development Canada**  
HULL QUEBEC K1A 0J2

Attention: J. F. Cyr

Please ~~find~~ enclosed ~~disks~~ (Lotus ~~Word~~ Pro) with the following agreements:

## Disk #1:

Ontario **Northland** Transportation Commission (ONTC) and **Agents**, Operators and Dispatchers (TCIU), Agreement **No. 2**. **This** agreement represents 32 employees (14 - females, 18 - males) and expires December 31, 1998. - 08756

Ontario Northland Transportation Commission (ONTC) and Passenger Operations, (C.A.W.), Agreement No. 5. **This** agreement represents 12 employees (9 - females, 3 - males) and expires December 31, 1998 - 03010

Ontario Northland Transportation Commission (ONTC) and Signalmen, (I.B.E.W.), Agreement No. 6. **This** agreement represents 8 employees (8 - males) and expires December 31, 1998

## Disk #2:

Ontario Northland Transportation Commission (ONTC) and **Track Forces**, B & B, Extra **Gangs**, (B.M.W.E.), Agreement **No. 7**. **This** agreement represents 213 employees (213 - males) and expires December 31, 1998

Ontario Northland Transportation Commission (ONTC) and Cochrane Station Inn, **Desk** Clerks, Housekeepers, (C.A.W.), Agreement **No. 9**. **This** agreement represents 43 employees (8 - females, 35 - males) and expires on December 31, 2000.


Ontario **Northland** Transportation Commission (ONTC) and **Bus Operators**, (U.T.U.), Agreement **No. 11**. **This** agreement represents 54 employees (1 - female, 53 - males) and expires on August 31, 1999. - 03714

**Disk #3:**

**Ontario Northland Transportation Commission (ONTC) and Shop Employees, (C.A.W.), Agreement No. 12. This agreement represents 212 employees (11 - females, 201 - males) and expires June 30, 2001.**

**I trust you will find this information satisfactory**

**Yours truly,**

A handwritten signature in black ink, appearing to read "M. J. Restoule". The signature is fluid and cursive, with the first name "M. J." written in a more compact, stylized manner.

**M. J. Restoule  
Manager Labour Relations**

**MJR:fer**

**Encl.**

81