

**AGREEMENT NO. 11
ONTARIO NORTHLAND RAILWAY
AND
UNITED TRANSPORTATION UNION
MOTOR COACH OPERATORS**

AGREEMENT NO. 11

COLLECTIVE AGREEMENT

BETWEEN

ONTARIO NORTHLAND RAILWAY

AND

UNITED TRANSPORTATION UNION

COVERING

MOTOR COACH OPERATORS

Expires August 31, 2006

INDEX

<u>Article No.</u>		<u>Page No.</u>
30	Adverse Effects of Changes in Home Terminals	28
6	Assignments and Duties	4
26	Bereavement Leave	20
14	Bulletining Assignments	13
34	Check Off of Union Dues	35
12	Deadheading	11
15	Displacement Rights	15
11	Expense Allowances	10
35	Final Settlement of Disputes	37
37	Fringe Benefits	38
28	General Holidays	21
36	Grievance Procedure	37
27	Health and Welfare	20
23	Investigation and Discipline	18
13A	Jury Duty	11
4	Leave of Absence	3
20	Life Insurance Upon Retirement	17
33	Manning System Vehicles	35
7	Mileage Allowances	5
39	Negotiations During Closed Period	39
13	Off Duty on System's Business	11
8	Operator/Labourer Assignment	6
4A	Periodic Medical Examinations	3
3	Preparing Reports	3
17	Probationary Period	16
31	Purchase or Sale of Bus Operations	35
1	Rates of Pay	1
24	Recall of Laid Off Employees	19
2	Reporting Time	3
22	Return from Sick Leave	17

Article No.

Page No.

16	Seniority Lists.....	15
21	Service Papers	17
40	Sick Leave	39
19	Sleeping Accommodation Away From Headquarters.....	17
9	Spare Operators	7
10	Special Trips or Chartered Buses.....	9
5	Student Drivers or Trainees.....	4
	Termination	40
25	Transportation Privileges	20
32	Truck and Transport Operations	35
18	Uniforms.....	16
38	Union Management Consultation	38
29	Vacations with Pay.....	23
	Relief Assignments	41
	Spouse Booked on Tour	42
	Scheduling of Timmins Terminal Operators to Toronto	43
	Agreement #11.1 – Dispatchers, Assistant Dispatcher, Relief Dispatcher.....	45
	Employee Benefit Plan Supplemental Agreement	Green

DEFINITION

"System" means Ontario Northland Bus Services

"Company" means Ontario Northland Transportation Commission.

ARTICLE 1

RATES OF PAY

1.1(a) (i) Rates of Pay by Kilometre:

<u>Effective</u>	<u>Line Service</u>	<u>Charters Tours</u>	<u>Operator Labourer</u>
September 1, 2002 (2%)	36.62 cents	32.31 cents	32.31 cents
September 1, 2003 (2%)	37.35 cents	32.96 cents	32.96 cents
September 1, 2004 (2%)	38.10 cents	33.62 cents	33.62 cents
September 1, 2005 (cola)			

- (ii) **Deadhead:** (75% Line Service rate as per Article 12.1 effective October 27, 2003 increased to 80%)

Effective

September 1, 2002 (2%)	27.47 cents per Km
September 1, 2003 (2%)	28.01 cents per Km
October 27, 2003 (adjust)	29.88 cents per Km
September 1, 2004 (2%)	30.48 cents per KM
September 1, 2005 (cola)	

- (iii) **Ride-the-Cushion:** (50% of Line Service Rate as per Article 12.3)

September 1, 2002	18.31 cents per Km
September 1, 2003	18.68 cents per Km
September 1, 2004	19.05 cents per Km
September 1, 2005	** (cola)

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

**Note: September 1, 2005 COLA will be determined by the Consumer Price Index change from July 2004 to July 2005 published by Statistics Canada, All Items, 1992=100.

- (b) All new employees hired after the signing of the Collective Agreement to be paid as follows:

Year 1	80%
Year 2	85%
Year 3	90%
Year 4	95%
Year 5 and thereafter	100%

(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.

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 October 27, 2003, a maximum commission of 25 cents will be paid for each BPX parcel or bundle carried by bus over the system. The commission will be apportioned 12.5 cents to the initial driver and 12.5 cents to final driver.

For freighter service, a maximum commission of 25 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 TIME

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 will report at pick up point 30 minutes prior to departure time as indicated on the charter advice.

Operators who are directed to pick up bus at any location other than terminal or garage will be paid such additional time as may be necessary to protect an on-time departure at overtime rates. Changes in regular pickup locations will not be made without first meeting with the union to address the effects.

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

PREPARING REPORTS

3.1 Motor Coach Operators must prepare their reports immediately upon completion of their tours of duty and submit daily.

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 MTO 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 U.S. D.O.T. medical and an MTO medical. The company will accept the U.S. D.O.T. medical and will pay the doctor's fee and the 144 kilometers. It will also treat the MTO 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 U.S. D.O.T.. Payment under this article will be at the line service rate.

ARTICLE 5

STUDENT DRIVERS OR TRAINEES

5.1 An allowance of \$10.00 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

ASSIGNMENTS 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 4200 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 4200 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 4200 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

PAY ALLOWANCES AND CALCULATING KILOMETERS

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 420 kilometers. An assignment will consist of the terminal to terminal kilometers plus a 40 kilometer allowance as compensation for reporting time, final time, garage time and loading time. If the layover on that assignment is 8 hours or less, the return portion will be considered part of the same assignment. If the layover is in excess of 8 hours, the return portion will be considered a separate assignment and an additional 40 kilometers will be paid..

(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 kilometers 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)

Note: When operating regularly scheduled runs, spare board operators will be paid as line operators including overtime as specified under this article 7.1(c). In instances where overtime is paid to a spare operator under this article 7.1(c), such kilometers will not be included in the eight week guarantee.

(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. Once spareboard is

exhausted, overtime will be called on a seniority basis. The most senior available operator will be given the first right of refusal for overtime.

(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.

NOTE: Any schedule that is operated as a regular service will be included, whenever possible, in a regular assigned crew.

ARTICLE 8

Operator/Labourer Assignment

8.1 Operator/Labourer assignments will be established in consultation with the union.

8.2 Pay rate will be 52.5 kilometers per hour at Operator/Labourer rate. Operator/Labourers will be paid at overtime rates for all service performed on assigned rest days or outside of their regular assignment.

8.3 Regularly assigned Operator/Labourers 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.

8.4 Operator/Labourers who are available for the entire pay period, will be paid a minimum of 4200 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.

8.5 Duties for these assignments will be: driving buses shuttled to terminal, road testing when required and used in emergency or overload service; regular cleaning of buses and garage; testing video equipment; input defects MIS; and other related duties.

ARTICLE 9

RULES GOVERNING SPARE 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. The following procedures will govern spareboard rotation:

- (a)** To be placed back on the spareboard, spare operators will be required to call in and leave a message indicating their name, employee number, time and date of arrival at terminal or garage, whichever is applicable, recording time of call in log book.
- (b)** Spareboard operators who are entitled to compensation for deadheading will add the compensated time to their arrival time prior to booking back on the spareboard.
- (c)** Calls will be archived for a period of 30 days.
- (d)** Upon request by the union, the company will furnish a copy of an operator's logbook, the applicable spareboard sign-in sheet and access to the archive for verification purposes.

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.

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 300 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.

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.

(a) Calling Procedure:

1. Spareboard Operators
2. Available assigned operators in seniority order
3. Assigned operators in seniority order, who during calling hours, can guarantee he/she will meet MTO rest requirements

In applying this Article, service will be allotted in accordance with Article 10.3.

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 Deleted

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 CHARTERED BUSES

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 420 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 420 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 420 kilometers.

10.2 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 \$10.00. For each additional 4 hours of on duty time the operator will be allowed \$10.00. 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 \$10.00 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 \$10.00 will be paid.

A fourth meal allowance of \$10.00 will be paid to operators for intermittent service on any tour of duty in excess of (18) eighteen hours.

10.3 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 \$10.00 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 (effective October 27, 2003 increase to 80%) 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 (effective October 27, 2003 increase to 80%) 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 ASSIGNMENTS

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. In the application of this article, it is understood that the parties will work together to contact any employee who has not submitted a bid. Should an employee not submit a bid, and is appointed to a vacancy under this article, then such employee does not hold seniority on such position, however, he/she will retain seniority rights otherwise specified under the collective agreement

NOTE:

(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 Vacation Relief for Spareboard Operators:

1. All vacation relief of two (2) days or more will be posted a minimum of one month in advance.
2. Bulletins for vacation relief will be open for up to 21 days.
3. The successful applicant will be given as much advance notice as possible up to 7 days.
4. Spareboard Operators will be granted the regular days off of the vacation relief that fall in between the regular working days only.

5. Drivers wishing to work their days off during their vacation relief will advise the dispatcher their availability on days off, at the time he or she is informed they are the successful applicant to the vacation relief.
6. Once the spareboard is exhausted, all Operators on vacation relief who wish to work on their days off will be called in seniority order.
7. Earnings from all other service performed shall apply towards making up the guarantee as per Article 9.6 of the collective agreement.
8. 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 19,000 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

DISPLACEMENT 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, 1980, 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.

An employee promoted to a permanent non-scheduled, official or excluded position subsequent to October 27, 2003, 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, provided

he/she continues to pay union dues, 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 six (6) months 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 therefore 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 \$7,000. If retirement on company pension is earlier than age 65 and an employee's term life insurance is extended to age 65, the \$7,000 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

SERVICE 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 out of service with pay pending investigation and will be notified of the charges against him/her. Operators in assigned service will be compensated for trips lost and spareboard operators will be compensated at the minimum day for each day held. He/she will be given at least one day's notice of the investigation. This shall not be construed to mean that the 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 28 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 dismissible 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 PRIVILEGES

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 coincides 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 420 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 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.

28.6 In the application of Articles 28 and 29, employees will be allowed to stack all general holidays for a period of one year, December 25 to December 1 of the following year, 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.

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.

Holidays must be used in the year stacked and those not used by November 30 will be paid out at the rate earned.

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 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 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 January 1 and January 31 of that 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 January 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 take his/her vacation in up to four 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 2004 vacation year the concept of (2) two seniority districts for the purpose of assigning vacations will be used.

Seniority District 1: includes North Bay North/South and Sudbury district.

Seniority District 2: 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 therefore 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 value of monthly allowances he could have received under this provision

Age at Retirement

55	75% up to 60 months entitlement
56	80% up to 48 months entitlement
57	85% up to 36 months entitlement
58	90% up to 24 months entitlement
59	95% up 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 TRANSPORT 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 conform 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

UNION-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.

Article 40

Sick Leave

40.1 Effective January 1, 2004, an employee who has not less than six months of cumulative compensated service shall be entitled to a maximum of two (2) days sick leave between January 1 and November 30 each year.

40.2 An employee will be compensated 420 kilometers at the kilometer rate of pay for the service missed.

40.3 Sick leave not used by November 30 will be paid out as per article 40.2.

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, 2006 and thereafter, subject to four months notice by either party at any time subsequent to April 30, 2006.

Signed at North Bay, Ontario this 13th day of November, 2003.

For the Union:

For the Company:

P. G. Koning
General Chairperson

R. Hains
Executive Vice-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:

Relief 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.

September 18, 2003

Mr. P. Koning
General Chairperson
United Transportation Union
North Bay, Ontario

Dear Mr. Koning:

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,

C. Sutton
Senior Director
Passenger Services

AGREEMENT NO. 11.1

RATES OF PAY AND RULES

**COVERING DISPATCHER, ASSISTANT DISPATCHER
and RELIEF DISPATCHER**

BETWEEN

ONTARIO NORTHLAND RAILWAY

AND

UNITED TRANSPORTATION UNION – Local 1161

It is agreed between the Company and the Union that, effective on Dec. 7, 2003, the following terms and conditions will apply with respect to the creation of the following positions within Agreement #11:

Dispatcher, Assistant Dispatcher and Relief Dispatcher.

1. The following positions will be filled by members of UTU Local 1161 – Bus.

Dispatcher – North Bay
Assistant Dispatcher – North Bay
Assistant Dispatcher – Timmins
Relief Dispatcher – North Bay

2. A separate seniority list will be established for Dispatchers
3. Motor Coach Operators who have qualified under the previous Relief Dispatcher Letter of Understanding dated May 8, 2002 or the Assistant Dispatcher Letter of Understanding dated July 15, 2003 will be granted Dispatcher Seniority as follows:

Carlo Bevilacqua - May 17, 2002
Denis Saudino - July 21, 2003
Marcel Boulianne - Nov 10, 2003
4. Opportunities for Dispatcher training will be advertised in accordance with Article 14.2 – Agreement #11
5. Selection will be made in accordance with Article 14.5 – Agreement #11 and training will be provided.
6. Successful applicants for these positions will be placed on the Dispatcher's Seniority list in accordance with the date of the first Dispatcher shift worked.
7. Applicants who, after sufficient training, are unsuccessful in qualifying, will be able to exercise their Operator's seniority.
8. All assignments will be declared vacant and bulletined in accordance with Article 14.1 (a) - Agreement #11
9. Applications for Dispatcher assignments will be accepted from qualified Motor Coach Operators on the 'senior may, junior must' principle.
10. Dispatchers will be restricted from bidding any Motor Coach Operator vacancies except for those bulletined under Article 14.1 (a) – Agreement #11
11. Dispatchers who are displaced will be entitled to exercise either their Dispatcher's or Motor Coach Operator's seniority in accordance with Article 15.1 – Agreement #11

12. Dispatcher - North Bay - Assignment Hours (including 1 hour off for lunch)

Sunday- 0800 -1700 Carry Cell Phone to next shift
Monday- 0800 -1700 Carry Cell Phone to next shift
Tuesday- 0800 -1700
Wednesday- 0800 -1700
Thursday- 0800 -1700 Carry Cell Phone to next shift
Friday- 0800 -1700
Saturday- Day Off
Sunday- Day Off
Monday- Day Off
Tuesday- Day Off - 1700 Carry Cell Phone to next shift
PD Wednesday- 0800 -1700 Carry Cell Phone to next shift
Thursday- 0800 -1700 Carry Cell Phone to next shift
Friday- 0800 -1700 Carry Cell Phone to next shift
Saturday- 0800 -1700 Carry Cell Phone to next shift

13. Assistant Dispatcher - North Bay (including 1 hour off for lunch)

Sunday- Day Off
Monday- Day Off
Tuesday- 0800 -1700 Carry Cell Phone to next shift
Wednesday- 0800 -1700 Carry Cell Phone to next shift
Thursday- Day Off
Friday- Day Off - 1700 Carry Cell Phone to next shift
Saturday- 0800 -1700 Carry Cell Phone to next shift
Sunday- 0800 -1700 Carry Cell Phone to next shift
Monday- 0800 -1700 Carry Cell Phone to next shift
Tuesday- 0800 -1700
PD Wednesday- 742-783
Thursday- 742-783
Friday- Day Off
Saturday- Day Off

14. Assistant Dispatcher - Timmins

Sunday- Day Off
Monday- 0800 -1600 Carry Cell Phone to next shift
Tuesday- 0800 -1600 Carry Cell Phone to next shift
Wednesday- 0800 -1600 Carry Cell Phone to next shift
Thursday- 0800 -1600 Carry Cell Phone to next shift
Friday- 0800 -1600
Saturday- Day Off
Sunday- Day Off
Monday- 0800 -1600 Carry Cell Phone to next shift
Tuesday- 0800 -1600 Carry Cell Phone to next shift
PD Wednesday- 0800 -1600 Carry Cell Phone to next shift
Thursday- 0800 -1600 Carry Cell Phone to next shift
Friday- 0800 -1600
Saturday- Day Off

15. Dispatcher will be paid Line Service Rate with each 8 hour shift paying 520 kms
16. Assistant Dispatcher will be paid Line Service Rate with each 8 hour shift paying 461 kms
17. Dispatcher and Assistant Dispatcher will be paid overtime rates for any time worked outside of their assignment.
18. There will be an unsociable hours allowance to compensate for answering the dispatch cell phone after hours as per bulletin. This allowance, paid at line rate, will be 65 kms for each night the cell phone is carried.
19. Dispatcher and Assistant Dispatcher will report to Manager Motor Coach Services and their duties will include:

1. Customer Service,

Redirect Customer Service calls to proper location
Working with Charter Rep and Charter Drivers regarding charters
Dealing with Greyhound dispatch and TTC customer service in Toronto, ONTC CSSA's, and private agents.
Working with Customer Service Rep re W/Chair moves.
Directing Charter enquiries to Charter Rep

2. Handling of Drivers Responsibilities:

Allocate work in accordance with the Collective Agreement
Ensure drivers report to work at proper times and locations for charters.
Deal with drivers on proper logs, mileages, times dates etc.
Keep vacation relief in proper order.
Look after vacation list and co-ordinates changes as required.
Record all Safety Issues driving, buses and garage.
Handle all problems for Timmins on weekends.
Arrange for rentals of coaches with their drivers when breakdowns occur and overloads.
Arrange for change offs of coaches as required throughout the system.
Arrange for tow trucks and emergency vehicles (police and fire) when required.
Maintain operational report

3. Garage Responsibilities:

Co-ordinate maintenance activities with lead hand or mechanic to maximize customer service

Fax daily work sheets to City of North Bay and Deluxe for use of their properties.

4. General:

Look after all 24/7 responsibilities when on duty.
Other related duties as required

20. Dispatcher's Duties

Fill out all proper documentation with WSIB forms for benefit dept.
Ensure information re WI, WSIB is forwarded and operators staffed in & out.

21. Assistant Dispatcher – Timmins - Duties

Get parts as required
Post bulletins at station
Expenses to be submitted at flat rate of \$40 per month or detailed listing per km as per company policy.

22. Relief Dispatchers will work their regular Operator's assignment unless required to relieve on the Dispatcher or Assistant Dispatcher position.

23. Relief Dispatchers will be paid the daily rate, including on-call allowance, of the position relieved, for each day worked

24. Relief Dispatchers who are called in on their Motor Coach Operator days off will be compensated at overtime rates for those days that are worked.

25. While relievers are working as Dispatchers, their Operator's assignment will be manned by the spareboard. If their Operator's assignment is vacant for 4 working days or more it will be advertised to the system.

26. Vacation entitlements, Statutory Holiday payments and benefits will be covered for all Dispatchers in accordance with the Motor Coach Operator agreement, but in accordance with Dispatcher seniority.

27. Dispatcher and Assistant Dispatchers will be expected to cover driving assignments in emergency situations when, all calling procedures have been exhausted and, no Motor Coach Operator is available. Work performed in accordance with this clause outside of their regular hours will be paid at overtime rates.

28. This agreement may be cancelled by either party upon 60 days written notice to the other.

29. This agreement cancels those Letters of Understanding regarding Relief Dispatcher and Assistant Dispatcher positions dated May 8, 2002 and July 15, 2003 respectively.

Signed this date November 28, 2003 in North Bay

Cheryl Sutton
Director Motor Coach Services
ONTC

Philip Koning
General Chairperson
UTU Local 1161

**EMPLOYEE BENEFIT PLAN
SUPPLEMENTAL AGREEMENT**

BETWEEN

**ONTARIO NORTHLAND
TRANSPORTATION COMMISSION**

AND

**UNITED TRANSPORTATION UNION
(AGREEMENT #11)**

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

1. An eligible employee shall be entitled to:

- (a) Life Insurance coverage in the amount of \$43,000. with double indemnity provision for accidental death, details of which are contained in Appendix "A".
- (b) Weekly Indemnity Benefits up to 26 weeks from wage loss on account of sickness or non-occupational accident of 70% of base pay up to a maximum of \$560. per week.
- (c) Medicare Allowances, details of which are contained in Appendix "C".
- (d) Maternity Leave Benefits or Adoption Leave Benefits up to 17 weeks based on 70% of weekly base pay with no maximum, details of which are contained in Appendix "D".
- (e) Extended Health Care Benefits, details of which are contained in Appendix "E".
- (f) Dental Care Benefits, details of which are contained in Appendix "F".
- (g) Long Term Disability Protection Plan, details of which are contained in Appendix "G".
- (h) Vision Care Benefits, details of which are contained in Appendix "H".

2. Eligibility qualifications and pay direct provisions shall be as outlined in Appendix "I".

3. An Administrative Committee will be established to act as a Committee of Appeal in cases where an employee may feel that he has been unjustly dealt with in respect of weekly indemnity payments. This will not be construed to deny an employee any rights of appeal which he may have under his respective Collective Agreement.

4. (a) The Administrative Committee shall be comprised of three members from the Company and three members to be nominated by the General Chairpersons' Association and will hold office until successors are named.

(b) Should a vacancy, temporary or otherwise, occur on the Committee it shall be filled by a substitute appointed by the appointer of the original member.

(c) The Committee shall appoint from its own number, two co-chairs, one from the Company and one from the employees.

(d) Four members of the Committee shall constitute a quorum.

(e) Each member of the Committee present at a meeting shall have the right to cast one vote. Decisions of the Committee shall be carried by four or more votes and unless otherwise expressly provided, shall be final and binding.

(f) Normal expenses (including lost wages) incurred by the Employee Members as a result of their attendance at meetings of the Administrative Committee will be reimbursed by the Company.

5. In the event the Committee is unable to reach a decision on any matter, either of the parties may, by notice given to the other within 60 calendar days, require the question to be referred to an arbitrator. If the parties are unable to agree on the selection of an arbitrator they shall jointly apply to the Ministry of Labour of Canada for the appointment of an arbitrator. The arbitrator shall have no power to add to, subtract from, or modify any of the terms of this agreement or of the collective agreements between any of the parties hereto. The expenses of the arbitrator shall be shared equally by the Railway and the Unions.

6. The residual cost of providing the weekly indemnity benefits provided for in Section 1(b) shall be paid by the Company after setting against such costs the employees' share of Unemployment Insurance premium reductions.

7. The provision of the coverage outlined herein shall be the responsibility of the Company. The Company will secure policies to provide Weekly Indemnity and Life Insurance coverage as set out in Section 1(a) and (b) hereof, will pay the premiums and will be entitled to any dividends accruing from such policies.

At the option of the Company, the Weekly Indemnity Benefit Plan may be put on an Administrative Services Only (A.S.O.) arrangement and the contract will be between the company and the service organization.

8. The provisions of this agreement shall become effective on November 1, 2003.

9. This Supplemental Agreement supersedes the Supplemental Agreement signed at North Bay, Ontario on the 26th day of March, 1992 and will remain in effect until August 31, 2006 and thereafter subject to four months notice by either party of their desire to revise or terminate it, which may be served at any time subsequent to April 30, 2006.

Signed at North Bay this 13th day of November 2003.

For the Company:

For the Union:

R. Hains
Executive Vice-President

P. G. Koning
General Chairperson
United Transportation Union

APPENDIX "A"

LIFE INSURANCE BENEFITS

1. Each eligible employee will be covered in a group policy with life insurance in the amount of \$43,000. with a double indemnity provision on a 24 hour basis for accidental death.

By virtue of and subject to the terms of the group policy, the sum thus insured is payable to the beneficiary in the event of the death of the employee, while insured under the said group policy.

The insurance may be paid in one sum or in a fixed number of payments, at intervals of not less than one month, as provided in the group policy.

2. Conversion Privilege

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

3. Beneficiary

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

4. Disability Benefits

In the event that the employee becomes unable to work before age 65 because of total disability owing to accident or sickness, such employee will be entitled to life insurance coverage equal to the amount of paid up retirement insurance in effect at the time. There will be no premiums payable, but the employee must advise the insurance company that he/she is disabled and submit such evidence of disability as it requests.

5. Assignment

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

6. Termination of Insurance

The employee's insurance terminates when the group policy terminates, unless insurance is continued under the disability provision of the group policy, when the

employee ceases to be eligible for insurance according to the terms of the group policy or when the employee attains the termination age specified in the group policy. Terms and conditions are more fully described in the governing insurance company policy.

APPENDIX "B"

WEEKLY INDEMNITY BENEFITS

1. (a) Effective on the first of the month following ratification of this 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 \$560. per week.

A claimant in receipt of EI sickness benefits will have such benefits supplemented up to the level of his/her weekly indemnity benefits. (This provision is subject to approval by Human Resources Development Canada). At no time shall the combined weekly payments from the plan and the weekly unemployment insurance benefits exceed 95% of the employee's weekly earnings.

(b) Weekly Indemnity benefits will commence for eligible employees from the first day in case of accidental injury, from the first day of sickness if hospitalized during the period of the claim and from the third day in other cases of sickness. Payments will be made for up to 15 weeks. If an employee continues to be disabled under this 15 week period and if he/ she is eligible for Employment Insurance sickness benefits, he/she will be required to claim such EI sickness benefits. Following the exhaustion of such EI 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 EI sickness benefits, he/she would be immediately eligible to receive weekly indemnity benefits for the remaining 11 weeks of the 26 weeks period.

(c) Claims for coverage must be submitted within 30 days of the first day of disability.

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

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

4. Employees have no vested right to payments under this plan except to payments during a recognized absence due to illness or non-work related injury.

5. Payments in respect of guaranteed annual remuneration or in respect of deferred remuneration or severance pay benefits are not reduced or increased by payments received under this plan.

Benefits will not be payable:

(a) for any period of disability during which the employee is not under the care of licensed physician, surgeon or chiropractor;

(b) for any period during which the employee is receiving benefits under Provincial Workers' Compensation legislation, unless compensation is payable in respect of a previously incurred partial disability which permits continuation of his/her employment;

(c) for any accident or sickness for which an employee is receiving benefits under Provincial Workers' Compensation legislation,

(d) for any period during which an employee is entitled to sickness or disability benefits from the Employment Insurance Program in accordance with Section 1(c) of this Appendix "B"; (see Note 1);

(e) In respect of an accident which occurs while the employee is performing any work for wages or profit other than on behalf of the company;

(f) if the employee is drawing vacation pay or pay for general holidays or is on strike; (see Note 2);

(g) for intentionally self-inflicted injury, or injury resulting from war, insurrection or participation in a riot;

(h) for absence from work due to pregnancy leave;

(i) for any period during which an employee is engaged in any occupation for wages or profit;

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

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

Explanation of Notes

1. Except for the topping off supplement described in the last paragraph of Section 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/her vacation and to be placed on weekly indemnity.

3. When an employee qualifies for benefits during a period of employment and is subsequently laid off, benefits continue in accordance with Article 1(b) of the Appendix "B".

APPENDIX "C"

MEDICARE ALLOWANCES

1. Allowances will be paid by the Company for medical-surgical benefits to be applied against payments provided for under any government medical care program as follows:

(a) Eligible employees, regardless of marital status, resident in the Province of Quebec, an allowance of \$10.00 per month.

(b) Eligible employees resident in the Province of Ontario

Monthly allowances as follows:

Employees with no dependants	\$22.50
Employees with dependants	\$45.00

2. Such allowance will first be used to pay any amount the Company is, or might be in the future, required to pay for such medical-surgical benefits under any medical care program.

3. If no monthly amount is payable or if the monthly amount payable, or to be payable, by an employee, or by an employee and the Company, account medical-surgical benefits is less than the allowance, the difference will be paid by the employee on the payroll and if the monthly amount is greater, the difference will be deducted from the employee's wages.

4. Subject to the provisions of the above sections an employee qualifies for an allowance for any month only if he/she performs compensated service in the payroll period which contains the tenth day of the month or in the payroll period immediately preceding. The application of this section will not operate to deny an eligible employee the allowance for any month in which he/she performs compensated service nor to grant him/her the allowance for any month in which he/she does not perform compensated service.

5. Notwithstanding the provisions of Section 4 above an eligible employee who does not perform compensated service in such pay periods but who is in receipt of a weekly indemnity payment under the provisions of Section 1(b) of this agreement or an Employment Insurance benefit as contemplated in Section 1(c) of Appendix "B" or who is off work account W.S.I.B. disability will be treated as follows:

(i) If he/she is resident in a province where a medicare premium or medicare tax is payable, he/she will be eligible for the amount of such premium or tax up to the

maximum amount stipulated in Section 1 of this Appendix, or such lesser amount as is required to pay the premium or tax in such province.

- (ii) If he/she is resident in a province where no medicare premium or medicare tax is required, no payment will be made.

This Section 5 will apply only for a maximum period of 26 weeks for each period of disability.

Note:

The provisions contained in this Section shall not result in a duplication of benefits as a consequence of similar provisions in any other agreement.

APPENDIX "D"

PAID MATERNITY LEAVE PLAN

1. Effective on the first day of the month following the signing of this agreement, a paid Maternity Leave Plan will be established for claims which originate on or after that date. The plan will provide maternity leave benefits in the event of childbirth or the adoption of a child less than one year old of an amount that, when added to Employment 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 Employment Insurance Maternity Benefits, i.e., for a maximum of 15 weeks.
2. The provisions of the paid Maternity Leave Plan are subject to the approval of Human Resources Development Canada.
3. Employees have no vested right to payments except to payments as outlined in Clause 1 above.
4. Payments in respect of guaranteed annual remuneration or in respect of deferred remuneration or severance pay benefits are not reduced or increased by payments received under this plan.

APPENDIX "E"

EXTENDED HEALTH CARE BENEFITS

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

(a) Hospital Benefit

Effective January 1, 1997, semi private hospital coverage will be limited to \$150. per day

Effective April 1, 1998 new employees will not be covered for semi-private insurance.

(b) Drug Benefit

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

Effective October 1, 1996 a generic drug plan will be established. Brand name drugs will be accepted when:

- (i) No generic substitute is available, or
- (ii) An allergic reaction to the generic drug is demonstrated.

(c) Major Medical Benefit

- . The Major Medical Benefit portion of the plan is subject to a deductible of \$25.00 per family, per calendar year.
- . This benefit is subject to a lifetime maximum amount of \$43,000. 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
 - charges for home nursing care, by a registered nurse (R.N.) or when unavailable a registered nursing assistant (R.N.A.) who:
 - is not a member of your family; and
 - does not normally live in your home;

- when ordered by a licensed doctor (M.D.) as medically necessary for a disability that requires the specialized training of an R.N. or R.N.A.
- charges for nursing care in a hospital if such charges are not covered under the insured person's Provincial Health Plan, by a Registered Nurse (R.N.) or when unavailable a Registered Nursing Assistant (R.N.A.) who:
 - is not a member of your family; and
 - does not normally live in your home.
- . Diagnostic and x-ray services, blood and blood plasma, oxygen and rental of equipment for its administration
- . Purchase of durable medical equipment, crutches, artificial limbs, etc., including elastic support stockings and orthopaedic shoes
- . Rental or purchase of a wheelchair, hospital bed or iron lung
- . Licensed ambulance, including air ambulance to and from the nearest hospital
- . Dental treatment for accidental injury to natural teeth

Expenses Not Covered:

No payment is made for the following expenses:

- . Cost of the difference between a semi-private and a private hospital room
- . Convalescent or nursing home care
- . Cost of treatment by chiropractors, osteopaths, podiatrists, 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 dependants 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 "F"

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 \$1,325. per person. Eligible employees and their dependants 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 xrays: twice in any calendar year, but not more than once in any six month period for dependants under age 18, and not more than once in each nine months for adults, beginning September 1, 1994.
- . full mouth series of xrays: once every 24 months for dependants 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, neoplasm's
- . incision and drainage of abscess
- . endodontics (root canal therapy)
- . periodontal treatment (gum and tissue treatment)

Dentures, Crowns and Bridge Work

Charges up to the benefit maximum for:

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

accepted dental practice. Where the use of gold is optional, the covered expense will be that of the customary substitute.

Other Dental Practitioners

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

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

Charges for such health care, services and supplies will be deemed to be covered as follows:

The amount shown in the practitioner's fee guide for the province where the charges are incurred; or,

Effective November 1, 2003, the Suggested Fee Guide will be increased to provide reimbursement of covered dental costs according to the current Ontario Dental Association fee guide.

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 Maritime 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 "G"

LONG TERM DISABILITY PROTECTION PLAN

1. Employee Eligibility:

- a) Must be a current active employee with permanent status and a minimum of two (2) years of continuous employment relationship.
- b) For employees hired subsequent to October 27, 2003, the following service requirements shall apply:
 - (i) Must be a current active employee with permanent status and a minimum of two (2) years of continuous employment relationship.
 - (ii) For each year of cumulative compensated service an employee will be eligible to qualify for one (1) year of LTD coverage.
 - (iii) Following ten (10) years of continuous employment relationship, an employee will be eligible for LTD coverage or unless otherwise specified within the LTD Plan.

2. Requirements:

- a) Must exhaust all short term disability payments and vacation entitlement.
- b) Must apply for all wage loss replacement plans which includes but not limited to the company pension plan, Q/CPP and Workplace Safety and Insurance benefits if applicable.
- c) Must be determined to be unable to perform any work at Ontario Northland by the company physician.

Benefit Provision:

- a) The plan will provide that an eligible employee is insured for benefits equivalent to 70% of his/her normal weekly earnings.
- b) Payments from the LTD Plan will be offset by any amount of income the employee receives due to his/her disability. This would include but would not be limited to payments received from the Company pension plan, Q/CPP and Workplace Safety and Insurance benefits.
- c) Any retroactive adjustments from a wage loss replacement plan will result in the top up under the LTD plan being adjusted to reflect the overpayment. (For example, a six month retroactive payment in CPP disability benefits would result in an overpayment of the LTD top up which would then be either collected or the LTD top up would be reduced until the overpayment is recovered.)

d) Employees eligible for LTD will have their Extended Health Care, Vision, Dental and Life Insurance employment benefits for which they were entitled immediately prior to the commencement of the LTD continued for as long as they qualify for LTD payments.

e) Employees in receipt of LTD benefits may be required to undergo periodic medical examinations to verify that the employee's entitlement to receive, or to continue to receive, any long term disability benefits payable under this plan.

Rehabilitation:

An employee in receipt of LTD benefits may be required to participate in a rehabilitative program developed in conjunction with the employee's ability and supported by the Company Physician. Such programs require the approval of the Company and may include:

- 1) work in a full-time or part-time occupation for compensation or profit while the employee is unable because of the disability to be actively at work at his/her own job, or
- 2) participation in non-remunerative vocational training or work for rehabilitation.

Payment:

Employees who participate in a rehabilitation program will continue to receive payments from the plan offset by any remuneration they may be receiving as a result of the rehabilitation plan. Employees who refuse to participate in a rehabilitation program will cease to be eligible for LTD.

Expenses:

Expenses incurred as a result of the rehabilitation plan, other than normal employment expenses, approved in writing in advance by the company, will be paid by the company.

Limitations:

Payment will not be made for a total disability which existed prior to the employee becoming eligible for coverage under the service requirements of this plan.

Exclusions:

LTD benefits will not be payable:

- a) 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.
- b) For intentionally self-inflicted injury, or injury resulting from war, insurrection or participation in a riot.

Termination:

Coverage under the LTD plan will terminate upon the earlier of:

- a) recovery
- b) reemployment at a rate of pay equal to or greater than the LTD payments
- c) age 65.

While it is the company's intention to administer the program itself, the company reserves the right to insure the LTD plan or transfer the administration of this program to a third party administrator.

APPENDIX "H"

VISION CARE BENEFITS

The Vision Care Plan provides for 100% of the cost of eye wear to a maximum of \$210 in any 24 month period, or any 12 month period for dependents age 18 and under.

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.

APPENDIX "I"

ELIGIBILITY QUALIFICATION AND PAY DIRECT PROVISIONS

LIFE INSURANCE

New Employees:

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

Monthly Qualification for Coverage:

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

Extended Health Care, Dental and Vision Care Plan

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

Waiver of Premium:

(i) An employee's basic coverage for life insurance, extended health, vision care, dental and weekly indemnity will be continued while he/she is drawing weekly indemnity benefits or Unemployment Insurance benefits under the provisions specified in Appendix "B" of this Supplemental Agreement for a maximum period of up to 12 months for each period of disability.

(ii) An employee's basic coverage for life insurance, extended health and dental will be continued while he/she is off work account WSIB disability for a period of absence consistent with the governing Canada Labour Code provisions.

(iii) In cases where leave of absence has been granted for employees occupying full time union positions, employees may maintain coverage during such leave by paying directly to their employer the monthly premium.

Dependent Eligibility

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

Dependants 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 dependants to be insured.

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

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

Spouse means a husband or wife by virtue of a religious or civil marriage ceremony; (if separated, spouse must be supported by the employee) except that, a person of the same or 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 dependants will become effective on the date of eligibility.

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

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

Direct Payment Provisions, Termination of Insurance and Continuation of Insurance

1. The group Life, Accidental Death and Dismemberment and Weekly Indemnity benefits cease on the date the employee ceases to be an eligible employee, unless the Life or Weekly Indemnity benefits are extended due to eligible disability.

2. (a) Extended Health Care Plan, Vision Care and Dental coverage for employees and their dependants will be terminated as follow:

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

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

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

(iv) strike, the last day worked.

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

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

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

3. Insurance for you and your dependants will also terminate when premium payments cease or when this plan is discontinued.

Continuation of Health Care and Dental Care Benefits for Incapacitated Children

Health Care and Dental Care Benefits will continue beyond the date an unmarried child attains the limiting age for insurance, provided proof is submitted to Excelsior Life within 31 days after such date that such child:

- . is incapable of self-sustaining employment by reason of mental retardation or physical handicap;
- . became so incapacitated prior to attainment of the limiting age; and
- . is chiefly dependent upon you for support and maintenance.

Thereafter, such proof must be submitted to Excelsior Life, as required, but not more often than yearly.

Continuation of Health Care and Dental Care Benefits After Your Death

Your dependants who are insured under this plan at the time of your death will continue to be insured while premium payments for such insurance are continued, but not beyond the earliest of:

- . the date such dependants cease to be eligible;
- . the date your spouse remarries (children will continue to be insured);
- . the end of the month after the date of your death; or
- . the date insurance for your dependants terminates for any reason.

Upon your death, benefits are payable to your spouse, if living, or to your child (or legal guardian).