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TOTAL	98 12 31
NO. OF EMPLOYEES	34
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AGREEMENT NO.

Between

ONTARIO NORTHLAND RAILWAY

and

**TRANSPORTATION COMMUNICATIONS
INTERNATIONAL UNION**

**Governing the Employment
and Compensation of the**

EMPLOYEES OF THE OPERATING DEPARTMENT

in the Classifications Specified

Revised to June 17, 1996

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ONTARIO NORTHLAND RAILWAY

RULES AND RATES OF PAY FOR C.S.S.A.'S

PREAMBLE

The following Rules and Rates of Pay shall govern the C.S.S.A.'s on the Ontario Northland Railway.

The rates of pay for additional positions established shall be in conformity with the rates of pay for comparable positions of the same class shown in this Agreement and currently occupied. Such rates shall be subject to immediate review by the proper officer of the railway on request of the General Chairman.

Changes shall be made in agreed basic rates of pay for individual positions only when warranted by changed conditions. When changes in basic rates of pay are proposed, the positions affected will be reviewed and compared with the duties and responsibilities of comparable positions by the proper officer of the railway and the General Chairman with the object of reaching an agreement of revised rates to maintain uniformity for positions on which the duties and responsibilities are relatively the same. Reduction in the basic rate of pay for any position will be made only when a permanent vacancy occurs in such position and the amount of such reduction shall be applied to increase the basic rates of pay of other existing positions, where an increase is required to bring the basic rate of pay of such position in conformity with those of positions of which the duties and responsibilities are relatively the same.

When electrical signal or switch devices are installed and C.S.S.A.'s are required to operate them, the work of the office shall, on request of either party, be reviewed to determine what adjustment in rate or allowance, if any, would be justified, having regard to the relative duties and responsibilities of the C.S.S.A.'s concerned. This will also apply where the responsibility and service of C.S.S.A.'s are materially affected due to the installation of other electrical equipment.

DEFINITIONS AND INTERPRETATIONS

"President" shall be understood to mean the Chief Operating Officer of the Railway.

"General Chairman" shall mean the General Chairman of the Union.

"Superintendent" shall mean the Superintendent of Train Operations.

"C.S.S.A." - (See Article 1.1)

"R.T.C." - (See Article 5.1)

INTERPRETATION

Any questions of interpretation which may arise will be adjusted by the General Chairman with the President.

ARTICLE 1

Scope

1.1 All employees assigned by proper authority to Railway C.S.S.A. or Railway Telephone Service of any character or duration, and also Station C.S.S.A.'s whose positions are incorporated in the accompanying schedule of wages and ticket sellers under their supervision and all other classifications in the Rail Services Department as certified by the Canada Labour Relations Board with additions or deletions as may be mutually agreed to from time to time, shall be considered as C.S.S.A.'s within the meaning of this Schedule and are so called herein.

Memorandum of Understanding

In the event of developments in connection with radio service covering operation of trains which would affect the present working conditions of C.S.S.A.'s the matter will be subject of

negotiations between the ~~representatives~~ of the employees and the railway.

1.2 C.S.S.A.'s will have the exclusive right to all positions incorporated in ~~the~~ accompanying Wage Schedule and any C.S.S.A. positions subsequently added in accordance with the preamble and/or Article 1.1, also to any new C.S.S.A. positions created by the absorption **of other lines when vacancies in such** positions occur. When newly constructed lines are taken over by the Operating Department, all C.S.S.A. positions on such lines will be considered **vacant** and any **C.S.S.A.** in line **for** promotion to them will have **fifteen** (15) days within which to make application for same.

ARTICLE 2

Seniority Status and Lists

2.1 The right of promotion of C.S.S.A.'s shall extend **over** ~~the entire~~ railway and shall be governed by merit, fitness and ability. Where these are sufficient, the senior C.S.S.A. shall be **given** the preference.

2.2 (a) When an ~~employee~~ is **offered** an official or other position by the railway not covered by this schedule, it is not obligatory on him/her to **accept**. If he/she does so and an **understanding** is reached between him/her and the Superintendent ~~or~~ Director Passenger **Services** confirmed through the ~~General~~ Chairman, he/she may retain rights to the position previously held for a period of six months. If he/she remains in such ~~official~~ or other position beyond six months, his/her previous position **will be** bulletined at **once**, but he/she may **retain** his/her standing on the ~~seniority~~ list.

(b) The ~~assignment~~ held by an employee granted leave of ~~absence~~ to act as a full-time representative of the employees will, **subject to** the approval of the President, be protected during periods of such leave, but during this period the ~~employee~~ concerned will **be allowed** to bid ~~on~~ other positions.

2.3 If an employee is granted leave of absence from the railway, concurred in by the General Chairman, for a period of six months or less, he/she may retain his/her position for that period. If his/her leave of absence is extended beyond six months, his/her position will be bulletined vacant at once and he/she may retain his/her seniority for an additional six months after which he/she loses all rights. This is not intended to apply to cases of sickness and/or disability which are, in the opinion of the Superintendent and the General Chairman, bona fide.

2.4 The seniority of C.S.S.A.'s will date from the time they last entered the Railway's service as such, it being understood that C.S.S.A.'s temporarily out of employment, on account of staff reductions, will not forfeit their seniority, provided they are available when required. The seniority of a C.S.S.A. employed on lines under construction, or absorbed by the Railway will date from his/her last appointment as a C.S.S.A. on such lines,

2.5 A new employee shall be on probation for 180 days of cumulative compensated service and if retained beyond this period will rank on the seniority list from the date first employed in a position covered by this agreement. In the meantime, unless removed for cause which in the opinion of the railway renders him/her undesirable for its service, the employee will be regarded as coming within the terms of this agreement.

2.6 Senior spare C.S.S.A.'s will be kept working in preference to junior spare C.S.S.A.'s if, in the opinion of the Superintendent or Director Passenger Services, they are capable.

2.7 Lists of all C.S.S.A.'s, showing their seniority standing, will be kept on file in their respective train dispatching offices open to the inspection of all C.S.S.A.'s concerned. These lists will be subject to correction on proper representation from any C.S.S.A., jointly to the Superintendent and the General Chairman, and a copy of same, corrected to date, will be furnished to the General Chairman at the beginning of each year.

2.8 When ~~two~~ or more C.S.S.A.'s are employed on the same day, their seniority standing will be determined by the time they ~~start~~ work, and they will be considered senior in the order ~~shown~~ on the list.

2.9 Seniority protests by C.S.S.A.'s shall ~~be~~ invalid unless filed jointly with the Superintendent and the General Chairman within ~~one~~ year ~~from~~ date ~~of~~ first publication ~~of~~ the name in the official seniority list.

2.10 No change shall be made in existing seniority status unless ~~concurred~~ In by General Chairman.

2.11 Employees hired after April 1, 1996 and who are subsequently laid off for a consecutive period of ~~twenty-four~~ (24) months will be removed from the seniority list.

ARTICLE 3

Bulletining and Filling Positions

3.1 (a) All ~~vacancies~~ and appointments ~~for~~ sixty days or ~~over~~ will be bulletined promptly over the entire railway and when allotted shall ~~be~~ known ~~as~~ Established positions. A position bulletined ~~as~~ temporary after having been ~~continuously~~ established for one year shall be bulletined ~~as~~ a permanent position, unless it is known ~~at~~ the time ~~that~~ the position will only continue to be required temporarily; if it is known prior to the expiration ~~of~~ one year that ~~the~~ position will be required ~~permanently~~, it ~~shall~~ be so bulletined, ~~except~~ in cases ~~of~~ sickness.

(b) When ~~there~~ are positions working at different locations which do not ~~require~~ that the entire ~~shift(s)~~ be covered, the company may ~~bulletin~~ such positions ~~as~~ one assignment.

3.2 When ~~vacancies~~ are bulletined the bulletins shall ~~be~~ ~~numbered~~ consecutively each ~~year~~ and shall ~~state~~ whether permanent or temporary, the rate of compensation, and whether

or not the railway supplies a dwelling. Applications for vacancies must be filed within ten (10) calendar days from the date of bulletin and date of bulletin must coincide with date of first transmission.

Example- A bulletin transmitted on the first of the month would expire at 12:00 midnight on the 11th.

NOTE Any C.S.S.A. unable to obtain information directly in connection with a dwelling, as to the number of rooms, basement, furnace, etc., may secure such information on request to the Director Passenger Services.

3.3 C.S.S.A.'s applying for a position advertised may, if they so desire, cancel their applications by wire within fifteen days from the date of advertising of the vacancy; should the senior applicant withdraw or not receive the appointment, the next senior qualified applicant, who has not withdrawn, will then be appointed without another bulletin being issued advertising the vacancy. After such period of fifteen days a request to cancel or withdraw his/her application will not be considered and the position from which he/she is transferring will be immediately advertised and he/she cannot again bid in his/her former position until it again becomes vacant. Senior applicants who have not withdrawn within fifteen days from date of vacancy bulletin or go on spare list. Once an application for a position advertised has been withdrawn, the withdrawal cannot be cancelled.

3.4 (a) Except as provided in Clause (b) hereof, when a vacancy occurs the Director Passenger Services will fill same by appointing the senior C.S.S.A. who is, in his/her opinion, entitled to it, but this will not prevent any C.S.S.A. senior to the C.S.S.A. so appointed claiming his/her right to the position under Article 2.1 provided he/she files his/her protest within ten calendar days after the appointment has been bulletined as above. He/she will, on request, be advised in writing, the reasons that he/she was not appointed.

(b) Seniority will not be a factor in making appointments to the following position:

Englehart (Car Co-ordinator)

Appointments to this position **will** be based on the qualifications, ability **and** merit of the applicants.

The successful applicant for the Car Co-ordinator's position will have seniority in that office only and **will not be** allowed to exercise seniority on temporary positions in the Englehart ticket office.

Relief for the position of RTC Centre Car Co-ordinator will be provided from the Englehart Ticket *Office*.

3.5 A C.S.S.A. declining to accept promotion in any instance does **not** forfeit his/her right to the same or any other position he/she may be entitled to under seniority when a vacancy occurs. A C.S.S.A. on leave of absence when a vacancy occurs **will** not be debarred from claiming position and receiving the appointment if entitled to it, provided that such claim is made within twenty (20) days from date of vacancy bulletin. Chief RTC or other officer will advise General Chairman of all vacancies and of appointments made.

3.6 A vacancy will be filled within 30 calendar days after date of vacancy bulletin by appointment of the C.S.S.A. entitled to it. Such C.S.S.A. not placed within 30 calendar days from the date of his/her appointment, through no fault of his/her own, **will thereafter be paid at the rate of the position held** or the position to which transferring, whichever is the higher, and allowed reasonable actual expenses incurred because of such delay upon producing vouchers.

3.7 C.S.S.A.'s holding established positions in any office will have the right to do temporary work in such office (including temporary work on swing positions headquartered in that office), in accordance with their seniority, without affecting their

permanently established position and will revert thereto when the temporary work is finished, **unless** they have been appointed to another office and **provided** that the exercise of privilege under this rule will not involve the railway in extra expense for **overtime** or otherwise. When a temporary position is bulletined **in an** office, it will not be **necessary** for the established **C.S.S.A.** in such office **to** apply for same, but the filling of positions may be arranged among **the C.S.S.A.'s** in **the office** according to seniority.

Interpretation

Where relief by a spare **C.S.S.A.** is required in any office, office **seniority** shall first be exercised by the permanently established **C.S.S.A.** in **that** office, and Swing **C.S.S.A.** (if any) holding **home** rights in that office. The **position(s)** remaining shall then be **filled** by a **Spare C.S.S.A.** as directed by the **Chief RTC.**

3.8 A regular swing **C.S.S.A.** will have the right to do temporary work in his/her headquarters **office** in **accordance with** his/her seniority as a **C.S.S.A.**.

3.9 When a **C.S.S.A.** is assigned to a position and **after** a trial is found incompetent, he/she will **take** his/her place on the **extra** list **retaining** his/her seniority rights. The reasons for his/her removal will be discussed with the **C.S.S.A.** by his/her **supervisor.**

3.10 (a) Should no applications be **received** on a bulletin for a permanent **or** temporary position, **or** temporary vacancy, the junior competent spare **C.S.S.A.** may be **assigned** by the Director Passenger **Train Services** to **the** position. An employee **assigned** to a **temporary** position or temporary vacancy **under this Article** will be **allowed reasonable expenses** for accommodation where **such** is not **provided** and up to **\$30.00** per day for meal expenses.

(b) An employee assigned to a permanent or temporary position in **accordance with Article 3.10(a)**, may, **after** having

worked such assignment for five months, give notice in writing of his/her desire to return to the spare board and, provided there is a junior competent spare C.S.S.A. available who may be assigned in the event that no applications are received for the position, his/her request will be granted within 30 calendar days of giving such notice.

3.11 A permanently or temporarily established C.S.S.A. who relinquishes his/her position voluntarily to revert to the spare board will not be entitled to expenses under Article 18.1 for the first sixty days after actually leaving his/her relinquished position. This does not apply to a C.S.S.A. who reverts to the spare board in accordance with Article 3.10(b).

ARTICLE 4

Displacement and Recall

4.1 When a permanently established C.S.S.A. is displaced or his/her position is abolished, he/she must, if his/her seniority entitles him/her thereto, displace the junior permanently established C.S.S.A. or the junior temporarily established C.S.S.A., or, at his/her option, work spare.

4.2 When a temporarily established C.S.S.A. is displaced, or his/her position is abolished, he/she must, if his/her seniority entitles him/her thereto, displace the junior temporarily established C.S.S.A. or work spare.

4.3 C.S.S.A.'s affected by the operation of Articles 4.1 and 4.2 must make application to Chief RTC within five days of notification or forfeit right to displace established C.S.S.A.'s, and Chief RTC will, upon such application, advise C.S.S.A.'s affected what positions they are entitled to.

4.4 If a permanent position is abolished, the C.S.S.A. who last held same, if in the service and available, will retain exclusive right to that position if reopened within two years. This is not intended to give such C.S.S.A. protection in his/her

former position in preference to senior **C.S.S.A.'s**, who may have been reduced from other positions and have not been appointed to other permanent positions.

4.5 In case the number of **C.S.S.A.'s** working in any office is reduced, the **C.S.S.A.** or **C.S.S.A.'s** who have bid in temporary positions, or junior permanent **C.S.S.A.'s**, will in the order named, first be dispensed with, and the **C.S.S.A.'s** remaining in such office shall, according to seniority take their choice of the remaining positions. This does not apply to positions of Swing **C.S.S.A.'s** working less than full time in that office.

4.6 A Swing **RTC** or a Swing **C.S.S.A.** (or a combination of such positions) whose position is affected by a portion of his/her swing being discontinued or changed will have the option of continuing the position as changed without being bulletined, or exercising seniority as provided in Article 4.1. When a portion of the swing on two positions is being discontinued, resulting in there being only one swing position, where there were formerly two such positions, the senior employee will be given preference in filling the new position.

If the senior employee accepts the new position, the junior employee will have the right to exercise his/her seniority as provided in Article 4.1. If the senior employee does not accept the new position, he/she must revert to the spare list, in which case the junior employee must either accept the new position or revert to the spare list.

4.7 The exercise of choice of positions as provided for shall not involve the Railway in the payment of any punitive overtime as a consequence of the **C.S.S.A.** working in excess of eight hours within twenty-four hours.

4.8 There shall be no adjustment as between the permanent **C.S.S.A.** in any office, except when a permanent position in that office is abolished.

4.9 An established C.S.S.A. will be entitled to any spare work there may be in the office from which he/she is displaced at the time of displacement.

4.10 As much advance notice as possible will be given of the intention to abolish positions. Not less than 10 calendar days' notice will be given of the intention to abolish permanent positions and not less than 5 calendar days' notice of the intention to abolish temporary positions which were filled by bulletin. However, in the event of a strike or work stoppage by employees in the railway industry a shorter notice may be given.

ARTICLE 5

Seniority and Promotion of R.T.C.'s

5.1 The right of promotion of RTC's Will extend over the railway, and will be governed by merit and ability; these being sufficient the senior RTC's to have preference.

5.2 The order of promotion in dispatching service will be from senior Relieving RTC to RTC and from Trick RTC to Chief RTC. The seniority of an RTC will date from the time he/she starts work as such, unless by his/her own consent he/she takes another position in the service, under which circumstances his/her seniority will date from the time he/she last starts work as RTC, except as provided in Article 2.2. Regular unassigned RTC's must work as RTC's when their seniority entitles them to same or forfeit their seniority in dispatching service. RTC's will retain their senior standing among the C.S.S.A.'s on the railway. If they have not worked in the capacity of C.S.S.A. previous to their appointment to the position of RTC, their seniority as C.S.S.A.'s will be from the same date as shown on seniority list as RTC.

5.3 RTC's will be appointed, if available, in accordance with Article 3.1. C.S.S.A.'s applying for bulletined vacancies in positions of Relief RTC will be qualified or disqualified within

two weeks. If disqualified (that is, not considered RTC material) he/she is to be **returned** to his/her former position **and** not paid for the time occupied in training up to two weeks. If at the end of two week the applicant is considered as satisfactory RTC material, he/she may be allowed up to a month as a training period **and paid** at the terminal C.S.S.A.'s 2nd trick **rate** for that period. It may follow **that** in **some cases**, for instance in offices where there are two **or more sets** of **RTC's** that a longer training period is necessary, but **any time** in excess of one month in learning the work of RTC under a trick RTC must be on **the employee's own time** and **without pay.**

5.4 *An RTC reduced from the ranks of permanent RTC's will be **entitled** to the relief work in preference to a Spare RTC at the office where he/she last held a permanent position, and in the event of no relief work being available in such office, he/she will be entitled to displace the junior Spare RTC.*

5.5 RTC (including swing RTC's) holding established positions in **any** office will have the right to do temporary work in **such** office in accordance with their seniority without affecting their permanently established positions. When a **temporary** position of **5 days** or more develops the filling of positions may be arranged among the established RTC's according to seniority before assigning a relief RTC. Vacancies of **less than 5 days** will normally be protected **by** relief RTC, time permitting.

5.6 Left Blank Intentionally.

5.7 In **case** the number of RTC's working in any office is reduced, the **RTC's** who have **bid** in temporary positions **and/or** junior **RTC's** will, in the order named first be dispensed with **and** the **RTC's** (including Swing RTC) remaining in such office shall, according to **seniority**, **take** their **choice** of the remaining positions. The number of RTC's will not be reduced **without** at least two **weeks' notice.** There shall be no adjustment **as between** the permanent **RTC's** in any office except when a permanent position in that office is abolished. Any **established** **RTC** in the office displaced under the provisions of **this**

paragraph will be entitled to any spare work as RTC there may be in that office at the time of displacement, and if no spare work is available as RTC he/she will be entitled to bid in a C.S.S.A.'s position when bulletined without loss of seniority as RTC.

5.8 A Chief RTC reduced to an RTC will, if his/her seniority entitled him/her thereto, displace the junior permanent RTC, provided he/she has an agreement as per Article 2.2.

5.9 C.S.S.A.s appointed to RTC positions that are not bulletined as permanent will be protected in their established positions as C.S.S.A..

5.10 A Swing RTC shall be employed to relieve regular RTC's on their regular assigned rest days, and when not so engaged may be assigned to relieve other C.S.S.A.'s on their regular assigned rest days at the point where RTC headquarters are located.

ARTICLE 6

Hours of Service, Rest and Meal Periods

6.1 Eight (8) consecutive hours' service shall constitute a day's work for C.S.S.A.'s.

6.2 The assigned hours of C.S.S.A.'s, other than those at continuously operated offices, may be extended to include one (1) hour for meal.

6.3 Except in cases of emergency, C.S.S.A.'s will have eight (8) consecutive hours' rest in each twenty-four (24) hours.

6.4 C.S.S.A.'s whose assigned hours include a meal period shall be allowed sixty consecutive minutes for a meal, starting between 0700 and 0800; or 1200 and 1300; or 1730 and 1830. Should such an employee not be granted a meal period in accordance with the above, he/she shall, in lieu thereof, be

granted one hours' pay at 1 1/2 times the pro rata rate and shall be allowed, at the first opportunity, 20 minutes in which to eat without deduction in pay. If a meal period is assigned between the hours of 2200 and 0600 it shall commence during the fourth hour after the start of the tour of duty and shall be governed by the above conditions.

6.5 The regular hours of duty of C.S.S.A.'s (except Swing C.S.S.A.'s who, when working within the regularly assigned hours of C.S.S.A.'s whom they relieve on their assigned rest days will not receive overtime pay) will be specified by the Superintendent and will be the same on all days of the week

6.6 If required for service on any day outside of regular hours of duty C.S.S.A.'s will be given official order as authority and excused in the same manner.

6.7 C.S.S.A.'s called before their regular hours of duty and who have not had an opportunity to secure breakfast will be allowed twenty (20) minutes, without loss of pay as soon as possible after regular starting time for the purpose. C.S.S.A.'s working a straight eight (8) hour trick will be allowed twenty (20) minutes for lunch without deduction in pay, and as opportunity affords, provided they are available in case of emergency during such period.

6.8 Exchange of tricks in the same office for short periods of time may be made when justified, but only with the approval of the Chief RTC and/or Superintendent,

6.9 (a) Eight consecutive hours will constitute a day's work for an RTC. RTC's required to make a transfer will be allowed 15 minutes per tour of duty at punitive rates.

(b) RTC's will not be required to do clerical work that will interfere with the proper handling of their duties, nor will they be required to issue train orders to any person who is not qualified by the company in the Uniform Code of Operating Rules.

6.10 No deduction will be made for time lost in making transfers in cases of bona fide ~~sickness~~ of a C.S.S.A. and/or annual vacation.

6.11 Spare C.S.S.A.'s

(a) The days of work for spare C.S.S.A.'s shall be averaged over a period of **8** weeks.

(b) Days worked in excess of 40 days (including general holidays paid to qualified employees) during ~~an~~ employee's eight week averaging period shall be paid for ~~at~~ time and one-half.

(c) Time worked at overtime rates will not be included in ~~computing~~ the 40 days.

(d) When a spare C.S.S.A. has accumulated **40 days** of work in his/her eight week averaging period he/she may be ~~relieved~~ of further duty in ~~that~~ averaging period. He/she will ~~not~~, in any ~~event~~, be required to work in excess of **45** days in any averaging period.

(e) A spare employee will ~~assume~~ the hours of the **C.S.S.A.** he/she is relieving and also the rest ~~days~~ unless moving to another assignment.

(g) Overtime worked in ~~excess~~ of **8** hours per day will be paid on a ~~current~~ basis.

ARTICLE 7

Assigned Rest Days

7.1 Unless otherwise excepted herein, a work week for **C.S.S.A.'s** shall be forty hours ~~consisting~~ of **five days** of eight hours each with ~~two consecutive~~ rest days in each seven subject to the following modifications. The work weeks may be ~~staggered~~ in accordance with the Railway's operational requirements.

This clause shall not be construed to create a guarantee of any number of hours or **days of work** not elsewhere **provided** for in **this** Agreement.

7.2 C.S.S.A.'s rest **days** are subject to change in accordance with the requirements of the service and not **less** than **seventy-two** hours' notice shall be given C.S.S.A.'s affected. **Requests** from senior employees that they be given preference in the assignment of rest days will be considered only when permanent changes occur in an office **and** only if a change is **practicable**, having regard for the requirements of the service, availability of relief and other pertinent factors.

7.3 Where no **swing C.S.S.A.'s** are employed, Sunday will be one of the **two** assigned rest days.

7.4 If, owing to such change in his/her rest days off duty, a C.S.S.A. is required by the Railway to work more than five **days** per week, **he/she** will be paid **overtime** as per Article 7.11 for such **days**.

7.5 The rest days shall **be** consecutive **as far as** is **possible** consistent with **the** establishment of regular relief assignments and the avoidance of working a **C.S.S.A.** on **an** assigned rest day. Preference shall be given to Saturday and Sunday and ~~then~~ Sunday and Monday.

7.6 In any dispute as to the **necessity** of departing from the pattern of two consecutive rest days or for granting rest **days** other than Saturday and Sunday **or** Sunday and Monday it shall be incumbent **on** the **Railway** to show that such departure is necessary to meet **operational** requirements **and** that otherwise additional relief **service** or working a **C.S.S.A.** on **an** assigned rest day would be Involved.

7.7 On **positions** where it is not **reasonably practicable** to provide **regular** relief each week, on a **rest** day, for which relief is not **provided**, **may** be accumulated and **granted** **at** a later date. Such accumulation shall not **exceed** ten days and rest

days so accumulated shall be allowed consecutively when ten **days have** been accumulated. However, the accumulation of a **greater** number of rest days and their allowance at longer intervals **may** be arranged by mutual agreement between the officers of the railway and the **General Chairman**.

Positions on which rest days are to be accumulated shall be so bulletined.

7.8 In the event that a situation arises which makes it **impracticable** to assign consecutive rest days to all **C.S.S.A.'s**, the following procedure shall be followed:

(a) All possible regular relief positions shall be established pursuant to Article 7.10.

(b) Possible use of rest **days**, other than Saturday, Sunday or Monday, where these may be required under **this Agreement**, to be **explored** by the parties.

(c) Accumulation of rest days under Article 7.7 shall be considered.

(d) Other **suitable** or **practicable** plans which may be suggested by either of the **parties** shall be **considered** and efforts made to **come to an** agreement thereon.

(e) If the foregoing does not **solve** the problem, then some of **the** relief or **extra employees** may **be** given non-consecutive rest days.

(9) If, after all the foregoing has been done, **there still remains service** which **can** only be performed by requiring **C.S.S.A.'s** to work **in excess of five days** per week, the number of regular assignments **necessary** to avoid **this** may be made **with two non-consecutive** days off.

(g) The least **desirable solution** of the problem would be to work some regular **C.S.S.A.'s** on the **sixth** or **seventh** days **at**

overtime rate and thus withhold work from additional relief employees.

7.9 In naming the assigned rest days, where the hours of an assignment overlap at midnight and partially cover two calendar days, the calendar name of the day on which the assignment commences shall be used to determine the name of the day assigned; and the continuous twenty-four hour period as from the starting minute of the commencement hour of the assignment shall be substituted for such calendar day.

7.10 (a) All possible regular relief assignments with five days' work per week and two consecutive rest days, (subject to Article 7.8) shall be established to perform necessary relief work or to perform relief work on certain days and such types of other work on other days as may be assigned within the same classification or as mutually agreed between the Railway and the General Chairman.

(b) Regular relief assignments may, on different days, have different starting times, duties and work locations, provided such starting times, duties and work locations are those of the C.S.S.A. or C.S.S.A.'s relieved.

(c) Regular Swing C.S.S.A.'s shall be appointed to perform relief service on such regularly assigned rest days, as may be arranged and to perform such service may be required to travel within reasonable limits.

(d) When the consist of a swing assignment is changed, the swing position shall not be rebulletined unless more than fifty percent of the shifts previously relieved are affected, except as may be mutually agreed between the officers of the Railway and the General Chairman.

7.11 C.S.S.A.'s assigned, notified or called to work on their regularly assigned rest days shall be paid at the rate of time and one-half time with a minimum allowance of three hours for which three hours service may be required; except that if

required to work a full day within their regularly assigned hours of duty the provisions of Article 8.1, 8.4 and 8.5 will apply.

ARTICLE 8

Overtime and Calls

8.1 Except as otherwise provided, ~~time~~ in excess of eight hours' service (exclusive of meal period) shall be considered overtime ~~and~~ shall be ~~paid~~ on the actual minute basis at the rate of time ~~and~~ one-half time.

8.2 Work in excess of forty straight-time hours, excluding transfer time for ~~RTC's~~, ~~or~~ five days in any work week shall be considered overtime and paid ~~at~~ the rate of time and one-half time, ~~except~~ where such work is performed by a C.S.S.A. due to moving ~~from one~~ assignment to another ~~other~~ than at the ~~order~~ of the Railway; or to or from ~~an~~ extra or ~~laid~~ off list; or ~~where~~ rest days are being accumulated under ~~Article~~ 7.7.

8.3 There shall be no overtime on ~~overtime~~; neither shall overtime hours paid for, ~~other than~~ hours not in excess of eight paid for ~~at~~ overtime rates on holidays or for changing shifts, be utilized in computing the forty hours per week, nor shall time paid for in the nature of ~~arbitraries~~ or ~~special~~ allowances such as attending Court, deadheading, travel time, etc., be utilized for this purpose ~~except~~ when such ~~payments~~ apply during assigned working hours in lieu of pay ~~for such~~ hours, or where such time ~~is~~ now included under ~~existing rules~~ in computations leading to overtime.

NOTE: The term "work week" for regularly assigned C.S.S.A.'s shall mean a ~~week~~ beginning on the first day on which the assignment is bulletined ~~to~~ work

8.4 For calls ~~on~~ regular working days, within one hour before regularly assigned ~~starting~~ time, a minimum ~~of~~ one hour ~~at~~ time and one-half shall ~~be~~ allowed for one hour's service or less.

8.5 Except as otherwise provided C.S.S.A.'s notified or called to perform work not continuous with, before or after the regularly assigned hours of duty shall be allowed a minimum of three hours ~~at~~ time and one-half time for three hours' work or less, and if held on duty in excess of three hours, time and one-half time shall be allowed on the actual minute basis.

8.6 If an RTC is required to work outside his/her regularly assigned hours of duty on any working day, he/she shall be paid overtime as per Articles 8.1, 8.4 and 8.5. If required to work more than five days per week, he/she shall be paid overtime at the rate of time and one-half time with a minimum of three hours for which three hours' service may be required.

8.7 When a C.S.S.A. is notified or called for a specific purpose, on any day, he/she will be released from duty after such service is performed unless required by the RTC for train service.

8.8 C.S.S.A.'s required by the Railway for duty on regularly assigned rest days and/or General Holidays other than regular assigned attendance for passenger or mixed trains shall be so advised on the preceding day.

8.9 Where work is required by the Railway to be performed on a day which is not a part of any assignment, it may be performed by an available extra or unassigned C.S.S.A. who will otherwise not have forty hours of work that week. In all other cases by regular C.S.S.A.'s.

8.10 Overtime will not be allowed unless overtime tickets are mailed to the proper officer within forty-eight hours from the time the service is performed. If overtime as claimed is not allowed, C.S.S.A.'s will be notified in writing within ten calendar days from the time service is performed, setting forth the reason for disallowance. C.S.S.A.'s will number overtime tickets consecutively for each year.

8.11 All overtime earned shall be shown on pay cheques as a separate item.

8.12 Overtime Banking

Employees desiring to **bank** overtime may **elect** to do so under the following criteria:

(a) The half time associated to overtime **may** be banked **up** to a total of **24** hours per calendar year. This limit may be replenished throughout the **year**.

(b) Banked time must be taken in **full day** increments **or** the employee **may elect** to receive the pay.

(c) Employees must have cleared or **be** scheduled to clear their hours account by December 15. **If** the account is not cleared then the **employee** will be paid the balance in cash.

(d) Payment will be **based** on **the** current rate of pay at the **time** the banked time **is** used.

(e) Time off must be requested in advance, **unless** bona fide illness. (Company will monitor)

(f) **Time** off will be subject to company **service** requirements and no additional cost **to** the **company**.

(g) implementation **of** the **Overtime Banking** arrangement **will** be subject to the **development of an appropriate computer system**.

ARTICLE 9

Work at Emergency Occurrences

9.1 **C.S.S.A.'s** required to work **at** emergency occurrences, including mishaps, washouts, slides, **etc.**, will be **provided** with **suitable** shelter when conditions **warrant**; **will** be paid **actual** reasonable expenses while away from home and will be governed **by** the following **provisions**:

9.2 A C.S.S.A. taken from an assigned position while on duty, shall complete his/her regular hours of duty at pro rata rates, and shall be paid at the rate of time and one-half time for service performed thereafter.

9.3 A C.S.S.A. taken from an assigned position but not actually on duty at the time he/she is called will be paid time and one-half time from the time he/she comes on duty except that when a C.S.S.A. is called for such work within two (2) hours prior to commencement of his/her regular assigned hours of duty, he/she will be paid at time and one-half time until commencement of his/her assigned hours; will then be paid for the next eight (8) consecutive hours at pro rata rate and thereafter at the rate of time and one-half time.

9.4 Other C.S.S.A.'s shall be paid the first eight (8) hours of duty at pro rata rate and thereafter at the rate of time and one-half time.

9.5 PROVIDED THAT:

In all instances, if circumstances permit and suitable accommodation is provided or is reasonably available, C.S.S.A.'s may be released from duty for one rest period of not less than eight (8) consecutive hours in each subsequent twenty-four (24) hour cycle; following which rest period, they may be required to perform eight (8) hours continuous service in each twenty-four (24) hour cycle at pro rata rate, with time and one-half time payable for all service performed thereafter within the same twenty-four (24) hour cycle.

9.6 Service performed on regularly assigned rest days shall be subject to the provisions of Article 8.

ARTICLE 10

Exemptions, Handling of Wayfreight and Attending Train Order Signals

10.1 The unloading and loading of wayfreight from and to cars and putting away in shed shall be done jointly with the trainmen, and further reasonable assistance will be furnished when necessary.

10.2 C.S.S.A.'s will be exempt from shovelling snow, stencilling cars, sifting coal or ashes, attending to flower gardens or lawns, cleaning and disinfecting stations or outbuildings, cleaning of chimneys, cutting or piling wood, handling government mails, and attending to switch and semaphore lamps. Special consideration will be given to cases where it is shown that attending to heaters in cars, or calling crews constitutes a hardship or unduly interferes with the other duties of the C.S.S.A.

10.3 The matter of installation of storm windows on stations and dwellings will be given sympathetic consideration by local Officers when the subject is made a matter of reference to them.

ARTICLE 11

Selection and Training of RTC's

11.1 Notwithstanding other provisions of this collective agreement, the following terms will apply to applicants for positions of relief RTC.

11.2 (a) Positions of relief RTC will be bulletined in accordance with Article 3.1.

(b) Applicants for position of relief RTC will be interviewed in seniority order, tested and if found to have the aptitude for training as an RTC will be selected in order of their seniority.

When sufficient candidates have been selected to fill training quotas it will **not be necessary to** interview **other** applicants. Applicants who are required to lose time from work to attend interviews will **be paid for** such lost time. Actual necessary expenses incurred attending interviews will also be reimbursed.

(c) If a senior applicant is not selected for training, he/she may appeal the decision within five days of receiving notification of his/her rejection. Upon **making an** appeal he/she will be allowed, or **may be** required, to demonstrate his/her qualifications in accordance with the **principles** of Article 5.3 for a period not to exceed two weeks. If, after such demonstration, he/she is found to have the qualifications necessary to be an RTC, he/she will be scheduled to train **as an** RTC, and, **if** necessary, his/her seniority will **be** adjusted accordingly. If found unsuitable for training after **demonstrating** his/her qualifications he/she will not be **paid** for the time spent in such demonstration.

NOTE: Bulletins calling for relief RTC's will be **issued** sufficiently in advance to **allow** for handling of appeals, if required.

11.3 Successful applicants may be trained at Englehart or may be required to attend a **course of** instruction provided by the company at Gimli, Manitoba. The duration of the course will **be determined** by the company but **is expected** to be of six to eight weeks.

11.4 Candidates will be reimbursed **for** actual reasonable **expenses incurred** in **travelling between their home station** and Gimli, Manitoba, at the commencement and **termination** of the course of instruction. Should the course extend for six weeks or longer, **the company** will allow a mid-term recess and pay for **the actual reasonable travel expenses incurred to and from the candidate's home station.** The mode of **transportation** will be determined by the company and where it is **impractical** for the employee to return home during the recess, the company may **arrange for** the **employee's wife/husband** to visit him/her and

assume the cost of the actual reasonable travel expenses incurred by him/her.

11.5 Candidates will be provided with living accommodation and meals while at Gimli and, therefore, will not be entitled to any other expense allowance for the duration of the course.

11.6 While attending the course of instruction at Gimli, candidates will be paid an all-inclusive weekly rate of pay as shown in the salary schedule. Should further training or experience be required by the candidate upon completion of his/her course at Gimli, he/she will be paid for such time at the rate of pay for a terminal C.S.S.A. and allowed expenses as provided for in the collective agreement.

11.7 Overtime provisions of the collective agreement will not apply while candidates are at Gimli or while travelling to or from that location.

11.8 While every effort will be made to qualify candidates as RTC's, should a candidate be found to be unsatisfactory for further training he/she may be disqualified and returned to his/her home station at any time during the course of instruction.

11.9 Upon completion of the course of instruction at Gimli, successful candidates will return to their dispatching headquarters for final qualification. The determination of when a candidate is qualified or disqualified to be an RTC will be made by the Chief RTC.

11.10 Seniority as an RTC will be accorded to each successful candidate upon completion of all qualification requirements. Such seniority will commence from the first date of the course of instruction attended and seniority dates will be assigned in the same order as the candidates C.S.S.A.'s seniority. One candidate will be placed on the seniority list for RTC's for each day of the course, until all candidates in the particular course have been accommodated.

11.11 Retraining

(a) Selection **for** retraining will **be** the Company's prerogative, but should start with the relief RTC having worked the least number of **days**.

(b) While retraining, **the** student **will** be **paid the terminal** C.S.S.A. rate or the rate of his/her own position, whichever is higher.

(c) Should he/she *miss* work as an RTC while involved in training, he/she **will** be compensated *for* the difference after returning to his/her regular assignment.

11.12 The provisions of this Article will be subject to review at the request of **either** party.

ARTICLE 12

Relief Work

12.1 A C.S.S.A. required to leave his/her assigned location to do relief work temporarily **will** be allowed **all** necessary expenses on production of vouchers, **and** will be **paid** the rate of his/her assigned position or that of the position relieved, whichever is the **higher**.

12.2 Other C.S.S.A.'s doing relief work, except regular relieving C.S.S.A.'s, will be **paid** the same **wages**, without **expenses as** the C.S.S.A.'s they **relieve**, provided that **such wages are not less than their own**.

12.3 Only **Article 12.1** will apply to Swing C.S.S.A.'s and only **then** when doing relief work temporarily in positions other **than** their **regular** assignments.

ARTICLE 13

Assistance or Relief for **C.S.S.A.'s** When Overworked

13.1 If a **C.S.S.A.** considers himself/herself **overtaxed**, his/her statement to that effect to the proper official will be carefully considered, and if well founded relief will be granted.

13.2 When a **C.S.S.A.** asks for help, the Supervisor will either furnish it or arrange **an** investigation of conditions within ten days. If such investigation sustains the claim of the **C.S.S.A.**, the help will be furnished **as soon as possible**. If such investigation is against the **C.S.S.A.**, the latter may file his/her protest with the Director Passenger **Services**, who will immediately ask the President to send a **special** investigator, familiar with **station work**, to report on the case, which will be within ten days. If such investigator reports that the help is required it will be furnished forthwith. If he/she reports that it **is** not required, the **C.S.S.A.** **may** appeal directly to the General Chairman, who after investigation to satisfy himself, will **handle** the case **as** a grievance, beginning with the President.

13.3 In cases where the Railway desires to reduce help, the **C.S.S.A.** will be given one week's notice, **unless** he/she agrees that he/she can spare the help **at once**. If the **C.S.S.A.** claims the **assistance** is **still** required, he/she will **so advise** his/her Supervisor, and the latter will conduct **an** investigation **as outlined** in the preceding paragraph. If the **C.S.S.A.** is dissatisfied with the verdict, his/her protest **to** the Director Passenger **Services** will **result** in a special investigation at the instance of the President, in the **same manner** as provided above, the same channels of appeal being open to the **C.S.S.A.** **as** therein outlined.

13.4 At **points** where **RTC's** or **C.S.S.A.'s** are overworked, or kept on duty **an** excessive length of time, upon furnishing particulars, a **representative** of the Superintendent **and/or** Director Passenger **Services** will be instructed to go there, and look into conditions with the General Chairman, or with any

representative he may select, and if they jointly recommend any change in conditions, it will be arranged.

ARTICLE 14

Transfer at Railway's Request or In Exercise of Seniority Rights

14.1 When a C.S.S.A. is moved by order of the proper Officer or in exercising his/her seniority rights, as provided by schedule rules, he/she shall receive free transportation for himself/herself, dependent members of his/her family, and household effects, in accordance with the Railway's regulations. Except as otherwise provided, a C.S.S.A. shall suffer no loss of schedule wages while in transit and in making transfer (rate of pay to be based upon position to which he/she is transferring) and pay for time in transit shall not be in excess of time actually required by existing train service. He/she will be allowed reasonable time (not to exceed four days and without pay) to manage for the shipment of his/her household effects.

14.2 When spare C.S.S.A.'s are used for a series of reliefs in continuous service, and without any loss of time between relieving at one point and then relieving at another, there will not be any lost time on account of travelling from one relief point to another, but such employees shall not be paid for travelling from home headquarters to the first relief nor for travelling from the last relief back to home headquarters.

ARTICLE 15

Injured on Duty

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

ARTICLE 16

Headquarters

16.1 (a) The headquarters of Swing C.S.S.A.'s will be designed by the Director Passenger Trains Services, and will be one of his/her work locations. Such designation will be made on bulletins advertising vacancies in swing positions.

(b) The headquarters of a spare C.S.S.A. shall be Englehart except that the Director Passenger Trains Services may designate that the occupied station closest to the residence of the spare C.S.S.A. shall be his/her headquarters. When a spare C.S.S.A. moves he/she must so advise the Director Passenger Trains Services.

16.2 The headquarters of Relief RTC's are the headquarters of the Superintendent unless they hold established positions on the railway outside of a 50 mile radius of the Superintendent's headquarters.

ARTICLE 17

Dual Agencies

17.1 Where one C.S.S.A. handles two agencies the employee will be paid at the highest rate of the two agencies involved. Should a Dual Agency operation be discontinued or one of the agencies be closed the employee will revert to his/her former schedule rate.

17.2 The employee involved in the dual operation required to use his/her automobile will be reimbursed therefor in accordance with Article 18.5.

17.3 The employee will be paid two hours at pro rata rate for each day worked on the dual operation, in addition to the rate referred to in (1) above.

17.4 If circumstances at any agency preclude a dual agency being established because of medical or transportation difficulties, ~~the~~ company may implement the dual agency at a future date when medical or transportation difficulties have been eliminated.

17.5 A dual agency will not be implemented if such implementation will directly result in a permanently established C.S.S.A. being forced to revert to the spare **board**.

17.6 **Should** a position became vacant that lends itself to dual agency operation the arrangement may ~~be~~ made without the necessity of bulletining ~~as~~ provided under Article 3 of the Agreement.

17.7 Transferring ~~at~~ dual agencies **will** be handled without increased transfer expense to the company, i.e. dual agency operation will be transferred ~~as~~ if it were one agency.

17.8 Operation of dual agencies may precipitate questions of apparent **conflict with** the agreement over and above the above listed **provisions**. Where problems in this regard **appear** they will be subject to resolution by the General Chairman and the designated **officer** of the **company with** a view to ~~the~~ continued dual agency operation.

17.9 The **dualization** concept will only be placed in **effect** when there is a **vacancy** at one of the **stations** being dualized.

17.10 This **Article** may be terminated in **90** days upon written **notice** by either party.

ARTICLE 18

Expense Allowances

18.1 Spare C.S.S.A's **will** receive **reasonable** expenses for **accommodation** where such is not **provided** and up to **\$30.00** per day **for** meal **expenses** while **working** away from their

headquarters. This Article will not apply when meals and lodging are furnished *or* paid for by the company.

18.2 Swing C.S.S.A.'s will be allowed reasonable expenses for living accommodation for each day that such accommodation is required away from their headquarters stations.

18.3 Relief RTC's will receive reasonable expenses for accommodation where such is not provided and up to \$30.00 per day for meal expenses while away from headquarters.

18.4 Employees appointed in accordance with Article 5.3 to qualify as Relief RTC's will, if required to qualify at a point away from their home station, be allowed reasonable expenses for accommodation where such is not provided and up to \$30.00 per day for meal expense for each day that they are required to remain away from their home station while so qualifying.

18.5 Where an automobile mileage allowance is paid, the company's policy will apply. Or if travelling by bus employees will be reimbursed at the cost of their bus fare. In order to qualify for mileage allowance employees must carry appropriate insurance for the operation of their automobile.

18.6 Relief RTC's assigned by bulletin to temporary vacancies or temporary new positions of sixty days or more will be allowed reasonable expenses for accommodation where such is not provided and up to \$30.00 per day for meal expenses while working away from their headquarters up to but not exceeding three months. This Article does not apply to RTC's whose seniority entitles them to hold a position as a permanent RTC.

ARTICLE 19

Training Students

19.1 A C.S.S.A. to whom a trainee C.S.S.A. or C.S.S.A. is

assigned for training will receive, in addition to regular wages for each working day that such individual is assigned to him/her for training, the amount of \$10.00.

19.2 An **RTC** to whom a trainee **RTC** or **RTC** is assigned for training will receive, in addition to regular wages, for each working day that such Individual is assigned to him/her for training, the amount of \$20.00.

19.3 The selection of **C.S.S.A.'s** or **RTC's** to participate in the training of trainees and the determination of when a trainee is qualified or disqualified, as a **C.S.S.A.** or **RTC**, as the case may be, will be made by the Chief **RTC**.

19.4 **C.S.S.A.** and **RTC's** selected as trainers to participate in the training of trainees will counsel and supervise the trainee while the trainee performs the duties of the position. The trainer will also ensure that the trainee complies with the operating Rules, Time Table and Special Instructions and will prepare progress reports on trainees as required.

ARTICLE 20

Suspendon for Investigation

20.1 No **C.S.S.A.** shall be suspended (except for investigation), discharged or disciplined until his/her case has been first investigated, and he/she has been proven guilty of the offense charged against him/her, the decision in such case to be given as soon as possible but not exceeding ten (10) calendar days from date of suspension. If a **C.S.S.A.** is found blameless in the matter under investigation he/she shall be paid at schedule rate for the time lost and extra expenses while attending such investigation, if away from home and be reinstated. If detained more than ten calendar days awaiting result of investigation at the Railway's instance, he/she shall be paid schedule wages for the time in excess of ten days, whatever the decision might be.

20.2 C.S.S.A.'s are to be given reasonable advance notice of an investigation and may have the assistance of a co-C.S.S.A., if they so desire, who may be present at the examination of all witnesses. Upon request, the Local Chairman or General Chairman will be given result of an investigation in writing, together with copies of statements signed by witnesses at the investigation.

20.3 When a discipline assessment will be only a reprimand, warning or caution, or the like, a "hearing" or "investigation" is not necessary. In such cases, when the matter is discussed directly with the employee by the supervisor, a third party, such as a fellow employee, other supervisor or union representative, shall not be in attendance. This provision will not operate to extend the one year period for the clearing of previous demerit marks. Interaction management discussion forms will not be placed on employee files.

20.4 An employee may be held out of service with pay pending the complete investigation and notice provided to the Local Chairperson.

ARTICLE 21

Grievance Procedure

21.1 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 the cause of the 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 of 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 Superintendent of Train Operations, or the Director Passenger Trains Services, as the case may be.

The appeal shall include a written statement of grievance and where it concerns the interpretation or alleged violation of the collective agreement, the statement shall identify the Article and paragraph of the Article involved. A decision shall be rendered in writing within 28 calendar days of receiving the appeal.

Step 3

Within 28 calendar days of receiving the decision under Step 2, the General Chairman or his/her authorized representative may appeal the decision in writing to the President whose decision shall be rendered in writing within 28 calendar days of receiving the appeal.

21.2 A grievance or appeal which is not settled at the President's level may be progressed for final settlement under the provisions of Article 21.A.

21.3 Except as provided in Article 21.4 any grievance not progressed by the Brotherhood 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.

21.4 When a grievance based on a claim for unpaid wages in not progressed by the Brotherhood within the prescribed time limits, it shall be considered as dropped. When the appropriate officer of the company fails to render a decision with respect to such a claim for unpaid wages within the prescribed time limits the claim will be paid. The application of this Article 21.4 shall

not constitute an interpretation of the collective agreement.

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

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

ARTICLE 21A

Final Settlement of Disputes Without Stoppage of Work

21A.1 A grievance concerning the interpretation or alleged violation of this agreement or an appeal by an employee that he/she has been unjustly disciplined which is not settled at Step 3 of the grievance procedure shall be submitted to the Canadian Railway Office of Arbitration for final settlement without stoppage of work. Request for arbitration must be given within sixty (60) calendar days from the date of receiving decision at Step 3 of the grievance procedure.

21A.2 Disputes arising out of proposed changes in rates of pay, rules or working conditions, modifications in or additions to the terms of this agreement are specifically excluded from the jurisdiction of the Canadian Railway Office of Arbitration.

ARTICLE 22

Leave of Absence and Free Transportation

22.1 C.S.S.A.'s will be granted transportation of their household effects and passes or reduced rates and leave of absence, in accordance with the general regulations of the Railway as established from time to time.

22.2 C.S.S.A.'s will be given leave of absence and free first

class transportation to attend their meetings. Such leave of absence will not exceed two days and will only be granted **when** It will not interfere with requirements of the traffic and the service and provided the Railway is not put to additional expense.

22.3 C.S.S.A.'s elected as full time salaried representatives of the employees shall, upon request, be granted leave of absence without pay while so engaged.

22.4 Upon notification, **an** employee **who** must serve a period of incarceration as a result of a conviction arising from the **operation** or use of a motor vehicle, shall **be** granted a leave of absence without pay of **up to** three (3) months In order to serve the period of incarceration. Such period of leave will not be credited towards accumulation of service.

ARTICLE 23

Examinations

23.1 When **an** employee is **required** by the company to **take** a periodic examination in the **Uniform** Code of Operating Rules **and/or** is directed to attend rule classes during **his/her** off-duty hours **he/she** will be **compensated** for the time involved **on** the following basis:

(a) **RTC's** and **employees** required to **take** "A" book examinations will **receive** four hours pay at **punitive** rate.

(b) **Employees** **required** to **take** **examinations** on other than the "A" book will receive three hours pay at **punitive** rate.

The above will not apply to employees directed to attend rule classes **as** disciplinary measure, nor will employees be paid for taking **rule** examinations which **they** fail to pass to the satisfaction of the rule examiner.

23.2 When **an** employee is required by the company to take

a periodic medical examination during his/her off-duty hours he/she will receive three hours pay at punitive rate for the time involved.

ARTICLE 24

Court and Jury Duty

24.1 Attending Court

C.S.S.A.'s attending court or investigation at the request of the proper officer of the Railway will have their actual reasonable expenses paid by the Railway In addition to their schedule wages. Any fees accruing to the employee will be assigned to the Railway.

24.2 Jury Duty

An employee who is summoned/subpoenaed for jury duty or court attendance (not as a plaintiff, defendant or voluntary witness) and is required to lose time from his/her scheduled assignment shall be paid for actual straight time lost with a maximum of one basic day's pay at straight time rate of his/her assigned position (for running trades, actual mileage lost or a basic day, whichever is applicable), for each day lost. Any amounts paid by the court for attendance, excluding meal, lodging and transportation costs, shall be remitted to the company. To qualify for such payments the employee must furnish the company with a statement from the court requiring attendance, jury/witness allowances paid, and the days which attendance was required. An employee who has been allotted his/her vacation dates may reschedule such vacation because he/she is called for jury duty.

ARTICLE 25

Service Papers

25.1 A C.S.S.A. securing employment with the Railway shall,

within thirty days from the date of employment, have returned to him/her all Service Cards and Letters of Recommendation which may have been taken up by the Railway, except any previously issued by the Railway.

25.2 A C.S.S.A. leaving the service of the Railway shall, on request, in writing, within five days, be furnished with a Certificate by the proper official, stating term or years of service, capacities in which employed and whether discharged or leaving the service of his/her own accord. If discharged, cause of dismissal will be stated. If detained more than five days awaiting such Certificate he/she shall be paid schedule wages for all time in excess of five days. Unless otherwise requested, this Certificate will be mailed to the C.S.S.A. at the place of last employment.

Penalty payment of wages for delay awaiting the certificate will be limited to a period of thirty days immediately following the date of first request unless the employee can show that he/she has traced unsuccessfully for same during that period.

ARTICLE 26

Living Accommodation

26.1 Station offices, waiting rooms, etc., shall be cleaned at the Commission's expense.

26.2 C.S.S.A.'s shall be supplied with suitable office and living accommodation • a van if one is available.

26.3 A C.S.S.A. supplied a boarding car for living quarters shall not be required to pay rental on same.

26.4 At outlying points where C.S.S.A.'s allege it is impossible to secure living accommodation, their representations will be given due consideration, and if mutually agreed by the Railway and the General Chairman that the claim is well founded, the Railway will endeavour to secure accommodation for the C.S.S.A.

ARTICLE 27

General Holidays

An employee who qualifies in accordance with Article 27.2 hereof, shall be granted a holiday with pay on **each** of the following general holidays. When a general holiday falls on **an** employee's **rest** day, such holiday shall be moved **to** the normal working day immediately following the employee's rest day.

New Year's Day

Day following

New Year's Day

(Ontario only)

Good Friday

Easter Monday

(**Substitution** for

Remembrance Day)

Victoria Day

St. Jean Baptiste Day

(Quebec only)

Dominion Day

Civic Holiday

Labour Day

Thanksgiving Day

Christmas Day

Boxing Day

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

27.2 In order to qualify for pay for any one of the holidays **specified** in **Article 27.1** hereof, **an** employee:

(a) **must** have been in the service of **the company** and available for **duty** for ~~at~~ least **30** calendar days. This **Clause** (a) does not apply to **any employee who is required** to work on the holiday;

(b) **must** be available for duty on **such** holiday if it occurs on **one of his/her** work days excluding vacation days except ~~that~~ this does not **apply** in respect of **an** employee who is laid off or suffering from a bona fide injury, or who is hospitalized on the holiday, or who **is** in receipt of, or who subsequently qualified

for, weekly sickness benefits because of illness on such holiday: a regularly assigned employee who is required to work on such general holiday shall be given an advance notice of four calendar days, except for unforeseen exigencies of the service, in which case he/she will be notified not later than the completion of his/her shift or tour of duty immediately preceding such holiday that his/her services will be required;

(c) must be entitled to wages for at least 12 shifts or tours of duty during the 30 calendar days immediately preceding the general holiday. This Clause (c) does not apply to an employee who is required to work on the holiday.

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

27.3 A qualified employee whose vacation period coincides with any of the general holidays specified in Article 27.1 hereof, shall receive an extra day's vacation with the pay to which the employee is entitled for that general holiday.

27.4(1) (a) An unassigned employee qualified under Article 27.2 who is not required to work on a general holiday shall be paid eight hours' pay at the straight time rate of his/her regular assignment.

(b) An unassigned or spare employee qualified under Article 27.2 and who is not required to work on a general holiday shall be paid eight hours' pay at the straight time rate applicable to the position in which such employee worked his/her last tour of duty prior to the general holiday.

NOTE: In the application of Article 27.4(1) hereof, for weekly-rated employees "eight hours' pay at the straight time rate" shall be deemed to be a day's pay as calculated according to Article 27.6 hereof.

(2) An employee paid on an hourly, daily or weekly basis who is required to work on a general holiday shall be paid, in addition to the pay provided in Article 27.4(1) hereof, at a rate equal to one and one-half times his/her regular rate on that holiday with a minimum of three hours for which three hours' service may be required, but an employee called for a specific purpose shall not be required to perform routine work to make up such minimum time.

27.5 Shifts or tours of duty commencing between 12:00 midnight on the eve of the general holiday and 11:59 p.m. on the night of the general holiday, both times inclusive, shall be considered as work on that holiday.

27.6 The daily rate of pay for weekly-rate employees shall be the weekly rate divided by five.

ARTICLE 28

Vacations

28.1 The period of vacation with pay to be allowed shall be based on the number of working days in the service of the Railway and available (not laid off) for service, including vacation period, if any, in a position covered by this agreement during the preceding calendar year and shall be calculated as follows:

(a) Except as provided in Note "A", an employee who, at the beginning of the calendar year, is not qualified for vacation under Clause hereof, shall be allowed one working day's vacation with pay for each 25 days' cumulative compensated service, or major portion thereof, during the preceding calendar year, with a maximum of 10 working days until qualifying for further vacation under Clause (b) hereof.

Note A For service as an RTC employees are entitled to one working day's vacation with pay for each 16 2/3 days of cumulative compensated service, or major portion thereof,

during the preceding calendar year **with** a maximum of 15 working days' vacation until qualifying for further vacation under Clause (c) hereof.

(b) Subject to the provisions of Note 1 below, an employee who, at the beginning of the calendar year, has maintained a continuous employment relationship for at least four years and has completed at least 1,000 days of cumulative compensated service, shall have his/her vacation scheduled on the basis of one working day's vacation with pay for each 16 2/3 days of cumulative compensated service, or major portion thereof, during the preceding calendar year, with a maximum of 15 working days; in subsequent years, he/she will continue vacation entitlement on the foregoing basis until qualifying for additional vacation under Clause (c) hereof.

Note 1: An employee covered by Clause (b) hereof, will be entitled to vacation on the basis outlined therein if on his/her fifth or subsequent service anniversary date he/she achieves 1,250 days of cumulative compensated service; otherwise his/her vacation entitlement will be calculated as set out in Clause (a) 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 vacation entitlement in the next calendar year. If such employee leaves the service for any reason prior to his/her next vacation, the adjustment will be made at time of leaving.

(c) Subject to the provisions of Note (2) below, an employee who, at the beginning of the calendar year, has maintained a continuous employment relationship for at least 10 years and has completed at least 2,500 days of cumulative compensated service, shall have his/her vacation scheduled on the basis of one working day's vacation with pay for each 12 1/2 days of cumulative compensated service, or major portion thereof, during the preceding calendar year, with a maximum of 20 working days; in subsequent years, he/she will continue vacation entitlement on the foregoing basis until qualifying for

additional vacation under Clause (d).

Note 2: An employee covered by Clause (c) will be entitled to vacation on ~~the~~ basis outlined ~~therein~~ if on his/her 11th or subsequent anniversary date he/she achieves 2,750 days of cumulative compensated service; ~~otherwise~~ his/her vacation entitlement will be calculated as set ~~out~~ in Clause (b). Any vacation granted ~~for which~~ the employee does not ~~subsequently~~ qualify will be deducted from the employee's vacation entitlement in the next calendar year. If such employee leaves the ~~service~~ for any reason prior to his/her next ~~vacation~~, the adjustment will ~~be~~ made at time of leaving.

(d) Subject to the provision of Note (3) below, an employee who, ~~at~~ the beginning of the calendar year, has maintained a continuous employment ~~relationship~~ for at ~~least~~ 19 years and ~~has~~ completed at least 4,750 days of cumulative compensated service shall have his/her vacation scheduled on the basis on one working day's vacation with pay for each 10 days of cumulative compensated service or major ~~portion thereof~~, during the ~~preceding~~ calendar year, ~~with~~ a maximum of 25 working days; In subsequent years he/she will continue vacation entitlement on the ~~foregoing~~ basis until qualifying for additional vacation under ~~Clause~~ (e).

Note 3: An employee covered by Clause (d) will be entitled to vacation on the basis outlined therein if on his/her 20th or subsequent ~~service anniversary~~ date he/she achieves 5,000 ~~days~~ of cumulative compensated ~~service~~; ~~otherwise~~ his/her vacation entitlement will be calculated as ~~set~~ out in Clause (c). Any vacation granted for which the employee does not ~~subsequently~~ qualify will be deducted from the ~~employee's~~ vacation entitlement ~~in the next calendar year~~. ~~If~~ such employee leaves the service for any reason prior to his/her next ~~vacation~~, the adjustment will be ~~made~~ at time of leaving.

(e) ~~Effective January 1, 1985~~, subject to the provisions of Notes 4 and 5 below, an employee who, at the beginning of the ~~calendar~~ year, has maintained a continuous employment

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

Note 4: An employee covered by Clause (e) hereof, will be entitled to vacation on the basis outlined therein if on his/her 29th or subsequent service anniversary date he/she achieves 7,250 days of cumulative compensated service; 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 leaves the service for any reason prior to his/her next vacation, the adjustment will be made at time of leaving.

Note 5: In the application of the 30 working days vacation provisions the company will have the option of:

(a) scheduling an employee for 25 working days vacation with the employee being paid for the remaining 5 days vacation at pro rata rates; or

(b) splitting the vacation on the basis of 25 working days vacation and 5 working days vacation.

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

28.3 A year's service is defined as 250 days of cumulative compensated service.

28.4 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 re-scheduled as may be mutually agreed between the proper officer of the company and the authorized Local Union representative.

28.5 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.

28.6 An employee who is entitled to vacation shall take same at the time scheduled. If, however, it becomes necessary for the company to reschedule an employee's scheduled vacation dates, he/she shall be given at least 15 working days's advance notice of such rescheduling and will be paid at the rate of time and one-half his/her regular rate of wages for all work performed during the scheduled vacation period. The rescheduled vacation with pay to which he/she is entitled will be granted at a mutually agreed upon later date. This Article 28.6 does not apply where rescheduling is a result of an employee exercising his/her seniority to a position covered by another vacation schedule.

28.7 Provided an employee renders compensated working service in any calendar year, time off duty, account bona fide illness, injury, authorized pregnancy leave, to attend committee meetings, called to court as a witness or for uncompensated jury duty, not exceeding a total of 100 days in a calendar year, shall be included in the computation of service in that year for vacation purposes. The days of vacation with pay are regular working days.

28.8 A Relief RTC will be compensated for that portion of his/her vacation accruing in such classifications at the

respective rates of pay for such classifications and for the balance of his/her vacation at the rate of **pay** of his/her regular position.

28.9 Other C.S.S.A.'s will be compensated for vacation at the rate of pay of their regular positions except that spare C.S.S.A.'s will be compensated ~~at~~ the rate of pay of the position which they are filling at the time vacation is taken or if not working at such time, at the ~~rate~~ of pay of the position last worked prior to being allowed vacation.

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

28.11 In computing **service** under Article 28.1, days worked in ~~any~~ position covered by similar vacation agreements shall be accumulated for ~~the~~ purpose of qualifying for vacation with pay.

28.12 (a) An employee terminating his/her employment for any reason at a time when an unused period of vacation with pay ~~stands~~ to his/her credit shall be allowed ~~vacation~~ calculated to the date of his/her leaving the service, ~~as~~ provided in **Article 28.1 hereof**, and if not granted, shall be allowed pay in lieu thereof.

(b) An employee who ~~at the time of termination~~ of his/her ~~service~~ has completed more than **30 days'** continuous service but who has not qualified for ~~vacation~~ ~~as~~ provided for in **Article 28.1(a)**, shall be paid vacation on the basis of one **day** for ~~each~~ **25 days'** ~~cumulative~~ service, ~~or major~~ ~~portion thereof~~, during the completed portion of his/her year of **employment**

28.13 An employee who is laid off shall be paid ~~for~~ any vacation ~~due~~ him/her at ~~the~~ beginning of the current calendar year and not previously ~~taken~~, and if not subsequently recalled

to service during such year shall upon application, be allowed pay in lieu of any vacation due him/her at the beginning of the following calendar year.

28.14 An individual who leaves the service of his/her own accord or who is dismissed for cause and no reinstated in his/her former standing within two years of date of dismissal shall, if subsequently returned to the service, be required to qualify again for vacation with pay as provided in Article 28.1.

28.15 Applications for vacation filed in January of each year will be given preference in order of seniority of applicants. Receipt of all applications for vacations will be acknowledged in writing by the Superintendent and/or Director Passenger Services and applicants will be advised in February of dates allotted to them. January applicants will be given preference over later applicants and unless otherwise mutually agreed, employees who do not apply for vacations in January shall be required to take their vacation at a time to be prescribed by the railway.

28.16 Employees not laid off indefinitely, i.e., those who are called upon from time to time for service, say one week in a month or two weeks every second month; in other words, employees who must hold themselves constantly available for service, should not have time deducted after having become entitled to vacation with pay, for the short periods when they are not actually in the service. It is not intended by this to provide that employees, for instance, who do not perform any service for three months would have that time counted as continuous. However, cases of this kind will not be numerous and should be treated on their individual merits.

ARTICLE 29

Health and Welfare

29.1 The railway shall provide an Employee Benefit Plan which shall be in accordance with the provisions of the governing supplemental agreement.

29.2 Life Insurance Upon Retirement

An employee who retires from the service with a company pension at or after age 65 will be entitled to a \$6,000.00 death benefit. If retirement or pension is earlier than age 65 and an employee's term life insurance is extended to age 65, the death benefit will be provided at age 65.

29.3 Continuation of Benefits

Employees retiring from the service prior to age 65:

(a) Retiring with a company pension or who have 15 years of continuous employment relationship;

OR

(b) who qualify for a Disability Pension under Ontario Northland's Pension Plan.

will have their Life Insurance, Dental Plan and Extended Health Care Plan continued until they attain the age of 65.

29.4 Worker Compensation/Weekly Indemnity

In order to facilitate the return to active duty, where an employee is deemed fit to return to modified work, by his/her attending physician, Worker Compensation or the company physician, he/she may be assigned, temporarily, to any position anywhere within his/her home terminal. The intent of this practice is to work towards returning injured and disabled employees to their regular assignment. When dealing with positions or groups of employees whose nature of work takes them throughout the system, then the assignments under this provision shall follow similar practices. In such instances the employee will be compensated his/her normal basic rate of pay/guarantee or the rate of the temporary assignment, whichever is greater.

29.5 In the event that an employee's claim for worker's

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

ARTICLE 30

Bereavement Leave

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

Effective January 1998, upon the death of **an** employee's parent, ~~the~~ employee shall be entitled to four days' bereavement **leave** without loss of **pay provided he/she** has not **less than** three months **cumulative compensated service**.

Upon the **death** of **an** employee's parent, brother, **sister**, step-parent, grandparent, grandchild, father-in-law, mother-in-law, brother-in-law or sister-in-law, **3** days' bereavement leave without loss of pay **provided he/she** has not **less than three** months **cumulative compensated service**. It is ~~the~~ intent of this **Article** to **provide** for the **granting** of leave from work on the **occasion** of a death **as** aforesaid and for the payment of **his/her** regular wages for that **period** to the employee to whom leave is granted.

30.2 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.

NOTE: In the application of this Article "employee's spouse" means the person who is legally married to the employee and who is residing with or supported by the employee, provided that, if there is no legally married spouse, it means the person that qualifies as a spouse under the definition of that word in Section 2(1) of the Canadian Human Rights Benefits Regulations, as long as such person is residing with the employee.

ARTICLE 31

Deduction of Union Dues

31.1 The Railway shall deduct on the payroll for any pay period which contains the 24th calendar day of a month from the wages due and payable to each employee coming within the scope of this collective agreement an amount equivalent to the uniform monthly union dues of the Brotherhood subject to the conditions and exceptions set forth hereunder.

31.2 The amount to be deducted shall be equivalent to the uniform, regular dues payment of the Brotherhood covering the position in which the employee concerned is engaged and shall not include initiation fees or special assessments. The amount to be deducted shall not be changed during the term of this agreement except to conform with a change in the amount of the regular dues of the Brotherhood in accordance with its constitutional provisions. The provisions of this Article shall be applicable on receipt by the Railway of notice in writing from the Brotherhood of the amount of regular monthly dues.

31.3 Employees filling positions of a supervisory or confidential nature not subject to all the rules of this Agreement

as agreed between the appropriate officers of the Railway and of the Brotherhood shall be exempted from dues deduction.

31.4 Membership in the Brotherhood shall be available to any employee eligible under the constitution of the Brotherhood on payment of the initiation or reinstatement fees uniformly required of all other such applicants by the local lodge or division concerned. Membership shall not be denied for reasons of race, national origin, colour or religion.

31.5 Deductions shall commence on the payroll for the first pay period which contains the 24th calendar day of the month after the date of first service in a position subject to this Agreement.

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

31.7 Employees filling positions coming within the scope of more than one wage agreement in the pay period in which the 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. Not more than one deduction of dues shall be made from any employee in any month.

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

31.9 The amount of dues so deducted from wages

accompanied by a statement of deductions from individuals shall be remitted by the Railway to the officer of the Brotherhood as may be mutually agreed by the Railway and the Brotherhood not later than 40 calendar days following the pay period in which the deductions are made.

31.10 The Railway shall not be responsible financially or otherwise either to the Brotherhood or to any employee, for any failure to make deductions or for making improper or inaccurate deductions or remittances. However, in any instance in which an error occurs in the amount of any deduction of dues from an employee's wages the Railway shall adjust it directly with the employee. In the event of any mistake by the Railway in the amount of its remittance to the Brotherhood, the Railway shall adjust the amount in a subsequent remittance. The Railway's liability for any and all amounts deducted pursuant to the provisions of this Article shall terminate at the time it remits the amount payable to the designated officer of the Brotherhood.

31.11 The question of what, if any, compensation shall be paid the Railway by the Brotherhood in recognition of services performed under this Agreement shall be left in abeyance subject to reconsideration at the request of either party on fifteen days' notice in writing.

31.12 In the event of any action at law against the parties hereto or any of them resulting from any deduction or deductions from payrolls made or to be made by the Railway pursuant to Article 31.1 of this agreement, both 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 Brotherhood counsel fees are incurred these shall be borne by the Brotherhood. Save as aforesaid the Brotherhood shall indemnify and save harmless the Railway from any losses, damages, costs, liability or expenses suffered or sustained by the Railway as a result of any such deduction or deductions from payrolls.

ARTICLE 32

Employment Security and Income Maintenance Plan

32.1 The provisions of the governing supplemental agreement shall apply with respect to the Employment Security and Income Maintenance Plan.

ARTICLE 33

Uniforms

33.1 When employees are required by the Company to wear uniforms, they will be issued without cost to the employee. Such uniforms will be cleaned at company expense.

33.2 Employees are required to wear the prescribed uniform. When articles of uniforms are lost through employee negligence the cost of replacement will be charged to the employee held responsible.

ARTICLE 34

Rates of Pay

34.1 Minimum weekly rates for Customer Services Sales Agents and Rail Traffic Controllers are as follows:

	Weekly Effective	
	Jan.1/96	Jan. 1/97
	\$ <u>.40/hr</u>	\$ <u>.40/hr</u>
CSSA	\$654.40	\$670.40
RTC:		
- 1st 180 days cumulative service	\$878.60	\$894.60
- 2nd 180 days cumulative service	913.07	929.07
- Thereafter	976.85	992.85

	Weekly Effective	
	Jan. 1/96	Jan. 1/97
	\$.40/hr	\$.40/hr
RTC Candidate (At Gimli) Regular Rate, Min	\$729.85	\$745.85

34.2 C.S.S.A. Rate Groupings:

Group

1	\$654.40	\$670.40
2	678.10	694.10
3	703.76	719.76
4	727.42	743.42
5	754.05	770.05
6	776.73	792.73
7	806.36	822.36

1998 Increase

Effective January 1, 1998 all basic hourly, dally, weekly, monthly and mileage rates of pay will be increased by 1% plus 50% of the CPI percentage increase in excess of 1% to a maximum of 1%; maximum 1998 increase will be 2%. The December 1996 to December 1997 change in CPI will be used in making this calculation.

34.3 List of Positions

Location		Position Rate
New Liskeard	C.S.S.A.	6
Moosonee	C.S.S.A.	5
North Bay	C.S.S.A.	4
Kirkland Lake	C.S.S.A.	4
Timmins	C.S.S.A.	4
Cochrane	C.S.S.A.	4
Matheson	C.S.S.A.	4
Englehart	C.S.S.A.	2
Porquis	C.S.S.A.	2

34.4 In the application of Article **34.1**, only time actually worked as RTC will be accumulated for the purpose of determining rate of pay applicable to Swing **C.S.S.A.'s** who are required to work a portion of the time as RTC and balance of time as **C.S.S.A.**.

34.5 Broken time for all classes covered by this Agreement will be computed on the number of days in the **week** exclusive of the regularly assigned rest days.

34.6 New employees entering the **service** in a position covered by this agreement will, **effective January 1, 1982**, be compensated as follows:

For the first 250 days of cumulative compensated **service - 70%** of the **applicable** rate.

For the next 150 days of cumulative compensated service - **85%** of the applicable rate.

Thereafter the full rate of the position will apply.

34.7 Effective March 26, 1992 employees whose regularly assigned shifts commence between 1400 and 2159 hours shall receive a shift differential of **35¢** per hour, and employees whose regularly assigned shifts commence between 2200 and 0559 hours shall receive a shift differential of **40¢** per hour. Overtime shall not be calculated on the shift differential nor shall the **shift differential** be paid for paid absence from duty such as vacations, **general** holidays, etc.

34.8 Students

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

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

(c) Students will only **be** hired under this **Article** during the **period** **May 1 to September 15**. They will **be** engaged for a specific period of time, will not accumulate seniority and will not obtain **bidding rights**. They will **also** not qualify for fringe **benefits** other than those required by **law**.

(d) In the event that employees holding seniority under **this** agreement are faced with lay-off or are on **laid-off** status, they will be given preference in employment over students covered **by** this rule.

34.9 Direct Deposit

All employees will **be** required to enroll in mandatory direct deposit.

Termination

Except **as** otherwise indicated **the** provisions of this Agreement become effective on the date **the** agreement is signed and supersede **all** previous agreements, rulings and interpretations which are in conflict therewith. It will remain in **effect** until **December 31, 1998** and **thereafter** until **revised** or superseded **subject** to three months' **notice** by either **party** at any time subsequent to **September 30, 1998**.

Dated at North Bay, Ontario this 17th day of June 1996.

For the Employees:

For the Railway:

R. Marleau
Vice-General Chairman

K. J. Wallace
President

November 19, 1974

Mr. W.R. Deacon,
General Chairman.

Dear Mr. Deacon:

This is further to my letter of November 6, 1974 in connection with your request concerning the refresher training program for train dispatchers.

We have now received word from Canadian National that a meeting was held with the General Chairman on September 18, 1974 and that agreement was reached on several new points.

We are prepared to adopt the informal arrangements agreed upon between Canadian National and your organization. These are as follows:

1. That the voluntary approach be pursued until and unless it became clear that this approach was failing to meet objectives.
2. That training at Gimli would be based on a normal eight hour day, five day week schedule. While training outside these hours and days would be made available to individuals and encouraged, there would not in normal circumstances be classes scheduled outside of these times.
3. That an expense allowance of \$45.00 per week would be paid to regular train dispatchers undergoing refresher training. This allowance would be paid on the basis of \$45.00 for each week of the course. This allowance is intended to cover all expenses incurred by the employee other than travelling costs, accommodation and meals while travelling to and from Gimli. These latter expenses will continue to be remunerated through an expense account claim.
4. That a dispatcher required to travel on his regularly

assigned rest day would be allowed eight hours pay for a day in lieu of his/her rest day at the dispatcher's discretion for each rest day on which he/she was required to travel.

5. That the mode of travel would be determined by company officers but with recognition of any special situations.

The above arrangements will no doubt satisfy your requests in this regard.

Yours very truly,

F.S. Clifford
General Manager

Englehart, Ontario
March 30, 1979

8305-1
1920-30

Mr. S.C. Ruttan
District Chairman, B.R.A.C.
P.O. Box 27
Porquis, Ont P0N 1E0

**Memorandum of Understanding Between Ontario Northland
Railway and Brotherhood of Railway, Airline, and
Steamship Clerks (Division 135) Dealing with Article 18 of
Collective Agreement.**

It is agreed when a room in Porquis Station is provided for
spare telegraphers, which will consist of bed, clothes locker,
sink, small refrigerator, heavy duty hot plate, chair and couch
with access to toilet and showers, *that:*

The allowance under Article 18 of the Collective Agreement will
be reduced by fifty (50) percent for employees provided with
this accommodation and facilities.

The house cleaning will be the responsibility of the operator.

Signed at Englehart, Ontario this 3rd day of April 1979.

For the Brotherhood of
Railway, Airline and
Steamship Clerks,
Division 135:

S.C. Ruttan
District Chairman

For the Ontario Northland
Railway:

G.T. Nudds
Superintendent of Train
Operations

ONTARIO NORTHLAND RAILWAY
OFFICE OF THE SUPERINTENDENT
OF TRAIN OPERATIONS

Englehart, Ontario
February 24, 1982

Mr. S.C. Ruttan
General Chairman, B.R.A.C.,
System Division 135,
Porquis, Ontario

Dear Mr. Ruttan:

During the negotiation of the **1981 Article III** items, we agreed to issue **some** guidelines to assist in the administration of **Article 6.13** governing **spare** operators. This letter will serve that purpose.

Spare operators will work as assigned by **the** Chief Dispatcher generally in accordance with the following **but** always subject to **the necessity** to **regulate** the numbers of days worked and to **properly** protect the **service**:

1. Senior spare operators will be kept working in preference to junior spare operators.
2. When spare operators are assigned to a vacancy, they will remain on such vacancy until completion of same.
3. When possible, spare operators will be assigned to work at their headquarters' station due regard being given to the number of spare operators at any one headquarters location.
4. When a spare operator completes relief on any position, he/she must check with the Chief Dispatcher for reassignment. Should he/she be eligible to exercise his/her seniority, he/she

will normally displace the junior spare operator then working unless instructed to do otherwise by the Chief Dispatcher.

5. Spare operators will normally assume the hours of work and rest days of ~~the~~ person they are relieving except at the beginning and the completion of a particular assignment when they are coming from a completed assignment or going to a new assignment.

I would be pleased to discuss any interpretation of the above with you should ~~difficulties~~ be encountered.

Yours very truly,

G.T. Nudds

Superintendent of Train Operations

Englehart, Ontario
March 23, 1982

8305-1

Mr. S.C. Ruttan
General Chairman, BRAC
P.O. Box 27
Porquils, Ont P0N 1E0

Dear Mr. Ruttan:

Re: **Revision** to Article 5.5 Between Ontario Northland Railway and Brotherhood of Railway, Airline and Steamship Clerks

In the application of this Article, regular dispatchers will be allowed to take preferred shifts provided they do not pick up extra days in their work week.

Yours very truly,

G.T. Nudds
Superintendent of Train Operations

North Bay, Ontario
April 26, 1982

8000-51G

Mr. A. Passaretti
Vice-President
Brotherhood of
M. of Way Emps.
Suite 1,
1708 Bank Street
Ottawa, Ont K1V 7Y6

Mr. J. D. Hunter
National Vice-president
Canadian Brotherhood
of Railway, Transport and
General Workers,
2300 Carling Avenue
Ottawa, Ont K2B 7G1

Mr. J. E. Platt
Vice-president
Bro. of Railroad
Signalmen
130 Slater St.
Ottawa, Ont K1P 5H6

Mr. R.C. Smith
National Vice-President
Railway, Airline &
Steamship Clerks
2085 Union Avenue
Montreal, Que H3A 2C3

Dear Sirs:

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

This letter will **confirm** our understanding that, in such circumstances, the proper **officer** of the company and the **General** Chairman of the union **concerned** will meet to **see** if **arrangements** can be made to provide employment to the employee concerned within **the bargaining** unit. The **parties** may by mutual agreement, **place** a disabled employee on a position that his/her **qualifications** and ability allow him/her to

perform, notwithstanding that it may be necessary to displace an able-bodied employee in the bargaining unit so as to provide suitable employment. The permanently assigned employee so displaced will be allowed to exercise seniority onto a position within the bargaining unit that he/she is qualified for and has the ability to perform. A **disabled** employee placed on a position shall not be displaced by an able-bodied employee so long as he/she remains on that position except when a senior employee is otherwise unable to hold a position within his/her seniority **group**.

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

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

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

Yours truly,

P.A. Dymont
General Manager

I Concur:

A. Passaretti
Vice-President
Brotherhood of Maintenance of Way Employees

J.E. Platt
Vice-President
Brotherhood of Railroad Signalmen

J.D. Hunter
National Vice-president
Canadian Brotherhood of Railway,
Transport and General Workers

R.C. Smith
National Vice-President
Brotherhood of Railway, Airline
and Steamship Clerks

MONTREAL, May 22, 1985

Mr. J.D. Hunter
Chairman
Associated Non-operating
Railway Unions
Negotiating Committee
2300 Carling Avenue
Ottawa, Ont K2B 7G1

Dear Sir:

This has reference to the award of the Arbitrator, the Honourable **Emmett M. Hall**, dated December 9, 1974, concerning the **contracting** out of work.

In accordance **with** the provisions **as** set out on Page 49 of the **above-mentioned** award, it is **agreed** that work presently and normally performed by employees represented by the Associated Non-operating Railway Unions signatory to the Memorandum of Settlement dated May 22, 1985, **will** not be **contracted** out **except**:

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

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

The conditions set forth above will not apply in emergencies, to items normally obtained from manufacturers or suppliers not to the performance of warranty work.

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

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

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

Should a General Chairman, or equivalent, request information respecting contracting out which has not been covered by a notice of intent, it will be supplied to him promptly. If he requests a meeting to discuss such contracting out, it will be arranged at a mutually acceptable time and place.

Where a union contends that the company has contracted out work contrary to the foregoing, the union may progress a

grievance by using the grievance procedure which would apply if this were a grievance under the collective agreement. Such grievance shall commence at Step 2 of the grievance procedure, the union officer submitting the facts on which the union relies to support its contention. Any such grievance must be submitted within 30 days from the alleged non-compliance.

Yours truly,

**P.A. Dymont
General Manager**

May 23, 1986

Mr. S.C. Ruttan
Vice General Chairman
B.R.A.C.
P.O. Box 27
Porquils, Ont P0N 1E0

Dear Sir:

In the negotiations of the Article III demands submitted by your organization, the parties agreed on the following:

Moosonee Relief

When a spare operator is assigned to relieve at Moosonee for a period in excess of three weeks, he/she may request to be relieved after that period. In such circumstances another spare operator will be sent to complete the balance of the relief. When this happens the 1st relief person will be paid for his/her travel day to Moosonee which will include taking the transfer but will not be paid a travel day out. The second relief person will be paid his/her travel day in which will include taking the transfer and will also be paid a travel day out.

Relief Dispatcher (lost time).

A relief dispatcher who loses time as a result of being required to perform dispatching relief will be reimbursed for such lost time. This arrangement will be reviewed in six months and if found to be too expensive may be terminated.

Yours truly,

H.A. Middaugh,
Manager Customer Services

March 11, 1992

Mr. Steve Ruttan,
Vice Chairman,
T.C.U.,
North Bay, Ont

Dear Mr. Ruttan:

RE: Annual Vacation **Splits**

This will address your Item submitted under Article III of the Master Agreement requesting that employees be granted the option of **using 5 days of their** annual vacation in allotments of one day ~~at~~ a time. The following will govern the **procedure to be followed:**

- 1. This option will be restricted** to those with 20 days of annual vacation entitlement.
- Intention to ~~do so~~ must be given in January of **the year** when ~~applications~~ for vacation ~~are~~ filed under **Article 28.15.**
- When a ~~vacation~~ day is desired under this option, it **shall** not involve any ~~additional~~ expense to the company.
- Employees must give the **supervisor** at **least 48 hours** notice of intention to take a day's vacation.

This agreement is ~~subject~~ to a **one year trial period** and will terminate on December 31, 1993. If you are in agreement with the foregoing, kindly **sign** in the space provided.

Yours truly,

A.E. Telford,
Director Passenger Trains Services.

I Concur:

**S. C. Ruttan,
Vice Chairman,
T.C.U.**

ASSOCIATED RAILWAY UNIONS

LETTER OF UNDERSTANDING

July 3, 1994

This will confirm the provisions of our agreement on the last outstanding item of negotiations concerning Employment **Security**.

Your request was to cover all current employees under the terms of Preferred Employment **Security**. The company's position was that employees hired after December 31, 1991 would not be covered for Preferred Employment **Security**.

Effective on the ratification of this agreement, in **addition** to employees currently protected **by** the provisions of the Employment Security and Income Maintenance Plan and Article 53A of Agreement **No. 8** and 10, employees listed on the attached Appendix "A" will be covered under Article 7A and 53A of the **respective** agreements.

The **purpose** of this agreement is to grandfather **all** the above mentioned employees and that it is recognized that no new employees will **be** hereafter added to coverage under Preferred Employment **Security**.

Signed ~~at~~ North **Bay**, Ontario **this 29th** day of **August** 1994.

For the Company: **For the Association:**

K. J. Wallace
President

G. Schnelder
Brotherhood M. of Way Emps.

M. Kerr
C.A.W. (formerly CBRT & GW)
(Clerks and Other Classes)

M. Lesperance
C.A.W. (formerly CBRT & GW)
(Train Service Employees)

W. Peterson
Transportation Communications
International Union
(General Office Clerks)

S. C. Ruttan
Transportation Communications
international Union
(Train Oprs. Employees)

S. O'Donnell
Brotherhood of Locomotive Engrs

Gl Louttit
inter. Bro. of Electrical
Workers, System Council #11

K. L. Marshall
United Transportation Union
(Trainmen and Yardmen)

E. K. How
ONR Police Association

ASSOCIATED RAILWAY UNIONS

LETTER OF UNDERSTANDING

July 3, 1994

This will confirm our understanding resulting from discussions during negotiations on the Association's demand concerning pension improvements.

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

Signed at North Bay, Ontario this 29th day of August 1994.

For the Company: For the Association:

K. J. Wallace
President

G. Schnelder
Brotherhood M. of Way Emps.

M. Kerr
C.A.W. (formerly CBRT & GW)
(Clerks and Other ~~Classes~~)

M. Lesperance
C.A.W. (formerly CBRT & GW)
(Train Service Employees)

W. Peterson
Transportation Communications
International Union
(General ~~Office~~ Clerks)

S. C. Ruttan
Transportation Communications
International Union
(Train Oprs. Employees)

S. O'Donnell
Brotherhood of Locomotive Engrs

G. Louttit
Inter. Bro. of Electrical
Workers, System Council #11

K. L. Marshall
United Transportation Union
(Trainmen and Yardmen)

E. K. How
ONR Police Association

Associated Railway Unions

Letter of Understanding

June 17, 1996
(revised)

This will confirm that the Letter of Understanding concerning the Pension Plan, dated July 3, 1994 will be renewed as follows:

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

Signed at North Bay, Ontario the 17th day of June 1996.

For the Association:

D. Graham
Transportation Communications
International Union
(General Office Clerks)

R. Marleau
Transportation Communications
International Union
(Train Oprs. Employees)

R. F. Liberty
Brotherhood M of Way Employees

M. Kerr
C.A.W.
(Clerks and Other Classes)

For the Company:

K.J. Wallace
President

M. Kerr
C.A.W.
(Train Service Employees)

G. Halle
Brotherhood of Locomotive Engrs

G. Louttit
Inter. Bro. of Electrical
Workers, System Council #11

L. Marshall
United Transportation Union
(Trainmen and Yardmen)

R. J. Cote
ONR Police Association