

**AGREEMENT NO. 2**

**Between**

**ONTARIO NORTHLAND RAILWAY**

**And**

**STEELWORKERS OF AMERICA  
TC LOCAL 1976**

**Governing the Employment and Compensation  
of the**

**EMPLOYEES OF THE OPERATING DEPARTMENT  
in the Classifications Specified**

**Expires December 31, 2007**

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## INDEX

Article .....	Page
7	Assigned Rest Days ..... 15
13	Assistance or Relief When C.S.S.A.'s Overworked .... 24
24	Attending Court & Jury Duty ..... 34
10	Attending Train Order Signals..... 21
30	Bereavement Leave..... 45
3	Bulletining and Filling Positions..... 5
29.3	Continuation of Benefits ..... 44
31	Deduction of Union Dues..... 46
1	Definitions and Interpretations ..... 2
34.9	Direct Deposit..... 51
4	Displacement and Recall..... 9
17	Dual Agencies ..... 26
32	Employment Security & income Maintenance Plan ..... 48
23	Examinations..... 33
10	Exemptions, Handling Wayfreight and Train Order Signals ..... 21
18	Expense Allowances..... 27
21A	Final Settlement of Disputes Without Stoppage of Work..... 32
27	General Holidays ..... 35
21	Grievance Procedure..... 30
16	Headquarters..... 26
29	Health and Welfare ..... 44
6	Hours of Service, Rest & Meal Periods ..... 12
15	Injured on Duty..... 25
20	Investigations ..... 29
22	Leave of Absence & Free Transportation..... 32
29.2	Life Insurance Upon Retirement..... 44
34.3	List of Positions ..... 50
26	Living Accommodations..... 35
6	Meal Periods ..... 12
1	Memorandum of Understanding..... 2
18.5	Mileage Allowance ..... 28
8	Overtime and Calls..... 18
8	Overtime Banking..... 19
	Preamble..... 1
11	RTC's - Selection & Training..... 22
5	RTC's - Seniority & Promotion..... 10

34	Hates of ray.....	49
34.2	Rate Groupings .....	49
12	Relief Work.....	23
11	Retraining .....	23
1	Scope.....	2
2	Seniority Status and Lists.....	3
25	Service Paper.....	34
34.7	Shift Differentials.....	50
6	Spare C.S.S.A.'s.....	14
34.8	Student.....	51
	Termination.....	52
19	Training Students .....	29
14	Transfer .....	25
33	Uniforms.....	48
28	Vacations .....	38
9	Work at Emergency Occurrences .....	20
29.4	Workers' Compensation or Weekly Indemnity.....	44

**Letters of Understanding..... 53**

m	Refresher Training Program for Train Dispatchers.....	55
e	Regular Dispatcher – Preferred Shifts.....	56
•	Employee Who Becomes Physically Disabled.....	57
•	Contracting Out.....	59
•	Moosonee Relief and Relief Dispatcher Lost Time.....	61
•	Employment Security.....	62
•	Medical Forms .....	64
e	Buy Back Lost Pensionable Service.....	65
•	Pension Contribution Holiday.....	66
•	Annual Vacation Splits .....	67

Employee Benefit Plan Supplemental Agreement..... Green

Employment Security and Income Maintenance!  
Agreement..... Blue

## ONTARIO NORTHLAND RAILWAY

### RULES AND RATES OF PAY FOR EMPLOYEES OF THE OPERATING DEPARTMENT

#### PREAMBLE

The following Rules and Rates of Pay shall govern the Employees of the Operating Department 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 Chief Steward.

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 Chief Steward 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 Employees of the Operating Department 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 Employees of the Operating Department concerned. This will also apply where the responsibility and service of Employees of the Operating Department 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-

"Chief Steward" shall mean the Chief Steward of the Union.

"Superintendent" shall mean the Superintendent of Train Operations.

"Manager" shall mean Manager of Passenger Train Services.

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

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

### **IN RE**

Any questions of interpretation which may arise will be adjusted by the Chief Steward 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 15 days within which to make application for same.

## **ARTICLE 2**

### **Seniority Status and lists**

**21** 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.

**22(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 Chief Steward, 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.

**23** If an employee is granted leave of absence from the Railway, concurred in by the Chief Steward, 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 Director and the Chief Steward, bona fide.

**24** 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.

**25** 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.

**26** 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.

**27** Lists of all C.S.S.A.'s, showing their seniority standing, will be kept on file in their respective headquarters 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 Director and the Chief Steward, and a copy of same, corrected to date, will be furnished to the Chief Steward at the beginning of each year.

**28** 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.

**29** Seniority protests by C.S.S.A.'s shall be invalid unless filed jointly with the Director and the Chief Steward 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 Chief Steward.

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

### **ARTICLE 3**

#### **Bulletining & Filling Positions**

**3.1 (a)** All vacancies and appointments for 60 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 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.

**3.3** C.S.S.A.'s applying for a position advertised may, if they so desire, cancel their applications by wire within 15 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 15 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 15 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 10 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.

**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 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 the exercise of privilege under *this* rule will not involve the Railway in extra expense for overtime.

(a) For vacancies less than 5 days:

Established C.S.S.A.'s in the office who are scheduled to work may exercise to the preferred shifts. Subsequent vacant shifts will be filled in the following order:

- 1) The home terminal spare C.S.S.A. except in situations where at the discretion of the Company, a senior spare C.S.S.A. at another terminal will be used in Order to fulfill the amount of shifts needed at the end of the eight-week averaging period.
- 2) Established C.S.S.A.'s in the office who are not scheduled for work on the date(s) of vacancy

(b) For vacancies of 5 days or more:

Established C.S.S.A.'s in the office may exercise to the preferred shifts. Subsequent vacant shifts will be filled by the home terminal spare C.S.S.A. except in situations where at the discretion of the Company, a senior spare C.S.S.A. at another terminal will be used in order to fulfill the amount of shifts needed at the end of the eight-week averaging period

When a temporary position is bulletin 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.

**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 60 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 Manager of Passenger Train Services within five days of notification or forfeit the right to displace established C.S.S.A.'s, and the Manager 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 24 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 five 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 shift 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, they will not be placed or accumulate seniority on the C.S.S.A. Seniority list.

**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 weeks 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 2<sup>nd</sup> shift 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 shift 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 five 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 five 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 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 hour for meal.

**6.3** Except in cases of emergency, C.S.S.A.'s will have eight consecutive hours' rest in each 24 hours.

**6.4** C.S.S.A.'s whose assigned hours include a meal period shall be allowed 60 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 ½ 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 day<sup>3</sup> will not receive overtime pay) will be specified by the Manager 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 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 hour shift will be allowed 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 shifts 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 RTC and/or annual vacation.

#### **Spare C.S.S.A.'s**

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

At the end of the eight-week averaging period, spare C.S.S.A.'s will be topped up to ensure that all spare C.S.S.A.'s have the same amount of shifts as the next junior spare C.S.S.A. In addition to the top up, all senior spare C.S.S.A.s will be compensated in the amount of three hours at the straight time rate of pay. However, if at the end of the averaging period all senior spare C.S.S.A. have more shifts worked than the next junior spare C.S.S.A., or accumulate 40 days worked, he/she will not receive any additional compensation.

(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.

(9) Overtime worked in excess of eight 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 40 hours consisting of 5 days of 8 hours each with 2 consecutive rest days in each 7 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 72 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 10 days and rest days so accumulated shall be allowed consecutively when 10 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 Chief Steward.

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 nonconsecutive 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 merge 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 24-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 Chief Steward.

(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 50% of the shifts previously relieved are affected, except as may be mutually agreed between the officers of the Railway and the Chief steward.

**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. ¶ 8.4 and 8.5 will apply. 20

## 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 40 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 fist; 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 40 hours per week, nor shall time paid for in the nature of arbitrates 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 Rtc'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** It 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 a regularly assigned rest day 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 40 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 48 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 10 calendar days from the time service is performed, setting forth the reason for disallowance.

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

### **Overtime Banking**

**8.12** 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)

(9) Time off will be subject to Company service requirements and provided it will not involve the Railway in extra expense for overtime.

(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 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 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 consecutive hours in each subsequent 24-hour cycle; following which rest period, they may be required to perform eight hours continuous service in each 24-hour cycle at pro rata rate, with time and one-half time payable for all service performed thereafter within the same 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.

**11.4** The determination of when a candidate is qualified or disqualified to be an RTC will be made by the Chief RTC.

**11.5** 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. 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.

### **Retraining**

**11.6(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.

**11.7** 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 & Relief for C.S.S.A.'s When Overworked**

**13.1** If a C.S.S.A. considers himself or herself overworked, his or 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 10 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 10 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 Chief Steward, 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 R.C.'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 Chief Steward, 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 arrange 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

entitlement on the foregoing basis until qualifying for additional vacation under ~~Clause (b)~~ hereof.

Note 1: An employee covered by **Clause (b)** hereof, will be entitled to vacation on the ~~basis~~ outlined therein if on his/her fourth or subsequent ~~service~~ anniversary date he/she achieves 1,000 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 7 years and has completed at least 1,750 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 8th or subsequent anniversary date he/she achieves 2,000 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 15 years and has completed at least 3,750 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 16th or subsequent service anniversary date he/she achieves 4,000 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 25 years and has completed at least 6,250 days of cumulative compensated service shall have his/her vacation scheduled on the basis on one working day's vacation with pay for each  $8 \frac{1}{3}$  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 24th or subsequent service anniversary date he/she achieves 6,500 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.

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 in which case the pints where they are so established will be considered their 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 schedulerate.

**17.2** The employee involved in the dual operation required to use his/her automobile will be reimbursed therefore 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 become 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 Chief Steward 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 \$38.00 per



day – (breakfast \$7.00, lunch \$10.00 and supper \$21.00) 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 \$38.00 per day (breakfast \$7.00, lunch \$10.00 and supper \$21.00) 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 \$38.00 per day – (breakfast \$7.00, lunch \$10.00 and supper \$21.00) for meal expenses 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 60 days or more will be allowed reasonable expenses for accommodation where such is not provided and up to \$38.00 per day – (breakfast \$7.00, lunch \$10.00 and supper \$21.00) 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 \$12.50. Upon completion of the training, the trainer will be required to submit an evaluation report on the trainee.

**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 \$22.50.

**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 or Manager of Passenger Train Services.

**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

### Suspension 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 offence charged against him/her, the decision in such case to be given as soon as possible but not exceeding 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 10 calendar days awaiting result of investigation at the Railway's instance, he/she shall be paid schedule wages for the time in excess of 10 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 Steward or Chief Steward 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 Chief Steward.

## 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 I

Within 28 calendar days from the date of the cause of the grievance the employee and/or the Union Representative 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

stop2

Within 28 calendar days of receiving the decision under Step 1, the Steward or the Chief Steward 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 Chief Steward 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 is not progressed by the Brotherhood within the prescribed time limits, it shall be considered as dropped. When the appropriate officer of the Company falls 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 II 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 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 salaned 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 six 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 basts:

(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 Chief Steward 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 (Substituted 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 Body designates "Heritage Day" or such other day as a General Holiday, the day so designated by the Legislative 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 10 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, parental and adoption leaves will be included in determining the 10 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 but 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  $\frac{2}{3}$  days of cumulative compensated service, or major portion thereof, during the preceding calendar year with a maximum of 1 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  $\frac{2}{3}$  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

**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 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 not 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 will be received up to and including January 31<sup>st</sup> of each year and will be given preference in order of seniority. Applicants will be advised prior to March 1<sup>st</sup> of dates allotted to them. Unless otherwise mutually agreed, employees who do not apply for vacation prior to February 1<sup>st</sup> shall be required to take their vacation at a time prescribed by the Company

**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 \$7,000.00 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 Workers' 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, Workers' 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 Workers' Compensation benefits is challenged either by the Company or the Workers' Compensation Board, or if such claim is delayed for more than two weeks, from the time reported, then the employee may apply for Weekly Indemnity benefits. Applications for Weekly Indemnity benefits under this provision will be processed in the normal manner as regular Weekly Indemnity claims and will be adjudicated in accordance with our Weekly Indemnity provisions excluding the requirement that the injury/illness cannot be work related. In making application for Weekly Indemnity benefits under this provision the employee will be required to complete a waiver directing that should the 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, child, or parent, the employee shall be entitled to five days' bereavement leave without loss of pay provided he/she has not less than three months cumulative compensated service.

Upon the death of an employee's brother, step brother, sister, step sister, step-parent, grandparent, grandchild, father-in-law, mother-in-law, brother-in-law, sister-in-law, son in law, or daughter in law, the employee shall be provided three 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 15 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.

**33.3** A committee comprising of one manager and two C.S.S.A.'s (one male and one female) will meet on an as required basis to deal with issues pertaining to uniforms.

**ARTICLE 34**

**Rates of Pay**

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

	<u>Weekly Effective</u>		
	Jan. 1/05 3%	Jan. 1/06 3%	Jan. 1/07 3%
CSSA	\$802.69	\$826.77	\$851.57
<b>RTC:</b>			
1st 180 days cumulative service	\$1,066.52	\$1,098.52	\$1,131.48
2nd 180 days cumulative service	\$1,107.09	\$1,140.30	\$1,174.51
Thereafter	\$1,182.14	\$1,217.61	\$1,254.13
<b>RTC Candidate (At Gliml)</b>			
Regular Rate, Min	\$891.48	\$918.22	\$945.77
Students (per hour)	\$8.8944	\$9.1613	\$9.4362

**34.2 Rate Groupings:**

**GROUP**

1	\$802.69	\$826.77	\$851.57
2	830.58	855.50	881.16
3	860.77	886.59	913.19
4	888.62	915.28	942.74
5	919.97	947.56	975.99
6	946.64	975.04	1,004.29
7	981.51	1,010.95	1,041.28

**34.3 List of Positions**

<b>Location</b>	<b>Position</b>	<b>Rate</b>
New Liskeard	C.S.S.A.	4
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.	2
Englehart	C.S.S.A.	2

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**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 January 1, 2005 employees whose regularly assigned shifts commence between 1400 and 2159 hours shall receive a shift differential of 55¢ per hour, and employees whose regularly assigned shifts commence between 2200 and 0559 hours shall receive a shift differential of 60¢ per hour. Overtime shall not be calculated on the shift differential nor shall the shift differential be paid for paid absence from duty such as 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 \$8.00 per hour. Future general wage increases will also be applied to this rate of pay.

(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 enrol 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, 2007 and thereafter until revised or superseded subject to four months' notice by either party at any time subsequent to August 31, 2007.**

**Signed at North Bay, Ontario this 21<sup>st</sup> day of April, 2005.**

**For ONTC:**

**For the Union:**

\_\_\_\_\_  
**S. Carmichael  
Executive Vice-President**

\_\_\_\_\_  
**R. Marleau  
Chief Steward  
Steelworkers of  
America Local 1976**

\_\_\_\_\_  
**M. Rennie  
Steelworkers of  
America Local 1976**

## **Letters of Understanding**



**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:**

K. J. Wallace  
President

**For the Association:**

G. Schneider  
Brotherhood Mtcs. of  
Way Employees.

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

**Letter of Understanding**

January 1, 2005

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

Signed at North Bay, Ontario the 21<sup>st</sup> day of April 2005.

For the USWA:

For the Company:

\_\_\_\_\_  
Ron Marleau  
Local President

\_\_\_\_\_  
Steve Carmichael  
President

**Letter of Understanding**

**January 20, 2003**

**Mr. R. Paulin  
Local Chairman  
Brotherhood of Maintenance of Way Employees**

**Mr. R. Marleau  
Chief Steward  
Steelworkers of America Local 1976**

**Mr. A. Mitchell  
President  
CAW Local 103**

**Mr. G. Louttit  
Local Chairman  
International Brotherhood of Electrical Workers**

**This letter is in reference to the discussions with regard to the payment of Company/Carrier requested medical forms. It was agreed that the Company would bear the cost of all medical forms necessary for the ongoing adjudication of a claim, except for the initial "Part B" form when an employee is applying for Weekly Indemnity Benefits.**

**Greg Stuart.  
Director Human Resources**

January 11, 2005

Mr. Ron Marleau  
Chief Steward  
Steelworkers of America  
Local 1976

Dear Mr. Marleau:

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.
2. Intention to do so must be given prior to January 31<sup>st</sup> of the year when applications for vacation are filed under Article 28.15.
3. When a vacation day is desired under this option, it shall not involve any additional expense to the Company.
4. Employees must give the supervisor at least 48 hours notice of intention to take a day's vacation.

This Agreement is subject to the life of the Agreement and will terminate on December 31, 2007. If you are in agreement with the foregoing, kindly sign in the space provided.

Yours truly,

Gord Ryan  
Director Passenger Rail Services.

I Concur:

Ron Marleau  
Chief Steward, Steelworkers of America

60

January 20, 2003

**Mr. R. Paulin**  
Local Chairman  
Brotherhood of Maintenance of Way Employees

**Mr. R. Marleau**  
Chief Steward  
Steelworkers of America Local 1976

**Mr. A. Mitchell**  
President  
CAW Local 103

**Mr. G. Louttit**  
Local Chairman  
International Brotherhood of Electrical Workers

**Mr. S. O'Donnell**  
Local Chairman  
Brotherhood of Locomotive Engineers

**Mr. P. Koning**  
General Chairperson  
United Transportation Union

Dear Sirs:

To follow up on our discussions concerning an amendment to the pension plan for the buy back of lost pensionable service this will confirm the commitment of management to have the buy back amendment presented to the Commission in an attempt to gain approval.

Sincerely,

**R. Hains**  
Executive Vice-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 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.
3. 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 23, 1982

8305-1

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

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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

MONTREAL, May 22, 1985

Mr. J. D. Hunter  
Chairman  
Associated Non-Operating  
Railway Unions  
Negotiating Committee  
2300 Carling Avenue  
Ottawa, On 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 the 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  
Porquis, On P0N 1E0

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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

**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)**

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**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**

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, On K1V 7Y6

Mr. J. D. Hunter  
National Vi-President  
Canadian Brotherhood  
of Railway, Transport  
and General Workers,  
2300 Carling Avenue  
Ottawa, On K2B 7G1

Mr. J. E. Platt  
Vice-President  
Bro. of Railroad  
Signal men  
130 Saltier St.  
Ottawa, On K1P 5H6

Mr. R. C. Smith  
National Vi-President  
Railway, Airline &  
Steamship Clerks  
2085 Union Avenue  
Montreal, Que HA 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 Signal men

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

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

69

**EMPLOYEE BENEFIT PLAN  
SUPPLEMENTAL AGREEMENT**

**BETWEEN**

**ONTARIO NORTHLAND  
TRANSPORTATION COMMISSION**

**AND**

**ASSOCIATED RAILWAY UNIONS  
(representing the Unions Signatory hereto)**

10

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

**1. An eligible employee shall be entitled to:**

- a) **Life Insurance coverage in the amount of \$43,000.00 with double indemnity provision for accidental death, details of which are contained in Appendix "A."**
- b) **Weekly Indemnity Benefits up to 26 weeks from wage loss on account of sickness or non-occupational accident of 70% of base pay up to a maximum of \$580.00 per week, details of which are contained in Appendix "6."**
- c) **Medicare Allowances, details of which are contained in Appendix "C."**
- d) **Maternity Leave Benefits or Adoption Leave Benefits up to 17 weeks based on 70% of weekly base pay with no maximum, details of which are contained in Appendix "D".**
- e) **Extended Health Care Benefits, details of which are contained in Appendix "E."**
- f) **Dental Care Benefits, details of which are contained in Appendix "F."**
- g) **Long Term Disability Protection Plan, details of which are contained in Appendix "G."**
- h) **Vision Care Benefits, details of which are contained in Appendix "H."**

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

**3. An Administrative Committee will be established to act as a Committee of Appeal in cases where an employee may feel that he/she has been unjustly dealt With in respect of Weekly**

Indemnity payments. This will not be construed to deny an employee any rights of appeal which he/she may have under his respective Collective Agreement.

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

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

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

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

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

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

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

6. The residual cost of providing the Weekly Indemnity benefits provided for in Section 1(b) shall be paid by the Company after



setting against such costs the employees' share of Unemployment Insurance premium reductions.

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

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

8. The provisions of this Agreement shall become effective on June 1, 2005.

9. This Supplemental Agreement supersedes the Supplemental Agreement signed at North Bay, Ontario on the 26th day of March, 1992 and will remain in effect until December 31, 2007 and thereafter subject to four months notice by either party of their desire to revise or terminate it, which may be served at any time subsequent to August 31, 2007

Signed at North Bay, Ontario this 21<sup>st</sup> day of April, 2005.

For ONTC:

For the Union:

---

S. Carmichael  
President

---

R. Marleau  
Chief Steward  
Steelworkers of America  
Local 1976

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1992

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## **APPENDIX "A"**

### **LIFE INSURANCE BENEFITS**

**1. Effective February 1, 2003, each eligible employee will be covered in a group policy with life insurance in the amount of \$43,000.00 with a double indemnity provision on a 24-hour basis for accidental death.**

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

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

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

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

#### **3. Beneficiary**

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

## **A Disability Benefits**

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

### **5. Assignment**

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

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

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

## **APPENDIX "B"**

### **WEEKLY INDEMNITY BENEFITS**

1.(a) Effective June 1, 2005 for claims which originate on or after that date, an eligible employee will be entitled to Weekly Indemnity benefits of 70% of his/her weekly base pay to a maximum of \$580.00 per week, increasing to \$590.00 January 1, 2006, and to \$600.00 January 1, 2007.

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

(b) Weekly Indemnity benefits will commence for eligible employees from the first day in case of accidental injury, from the first day of sickness if hospitalized during the period of the claim and from the third day in other cases of sickness. Payments will be made for up to 15 weeks. If an employee continues to be disabled under this 15-week period and if he/she is eligible for Employment Insurance sickness benefits, he/she will be required to claim such EI sickness benefits. Following the exhaustion of such EI sickness benefits, an employee will continue to be eligible for Weekly Indemnity benefits for a period of up to 11 weeks without any further waiting period. In the event an employee is not eligible to receive EI sickness benefits, he/she would be immediately eligible to receive Weekly Indemnity benefits for the remaining 11 weeks of the 26 weeks period.

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

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

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

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

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

**Benefits will not be payable:**

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

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

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

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

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

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

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

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

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

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

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

## Explanation of Notes

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

## APPENDIX "C"

### CARE ALLOWANCE

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

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

Monthly allowances as follows:

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

2. Such allowance will first be used to pay any amount the Company is, or might be in the future, required to pay for such medical-surgical benefits under any medical care program.
3. If no monthly amount is payable or if the monthly amount payable, or to be payable, by an employee, or by an employee and the Company, account medical-surgical benefits is less than the allowance, the difference will be paid by the employee on the payroll and if the monthly amount is greater, the difference will be deducted from the employee's wages.

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

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

- (i) If he/she is resident in a province where a medicare premium or medicare tax is payable, he/she will be eligible for the amount of such premium or tax up to *the maximum* amount stipulated in Section 1 of this Appendix, or such lesser amount as is required to pay the premium or tax in such province.**
- (ii) If he/she is resident in a province where no medicare premium or medicare tax is required, no payment will be made.**

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

**Note:**

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



## APPENDIX "D"

### P. MATERNITY LEAVE

1. Effective on the first day of the month following the signing of this Agreement, a paid Maternity Leave Plan will be established for claims which originate on or after that date. The plan will provide maternity leave benefits in the event of childbirth or the adoption of a child less than one year old of an amount that, when added to Employment Insurance Maternity Benefits, will result in the employee receiving 70% of her weekly base pay with no maximum amount for those weeks during which she receives Employment Insurance Maternity Benefits, i.e., for a maximum of 15 weeks.
2. The provisions of the paid Maternity Leave Plan are subject to the approval of Human Resources Development Canada.
3. Employees have no vested right to payments except to payments as outlined in Clause 1 above.
4. Payments in respect of guaranteed annual remuneration or in respect of deferred remuneration or severance pay benefits are not reduced or increased by payments received under this plan.

## APPENDIX "E"

### EXTENDED HEALTH CARE BENEFITS

The Extended Health Care Plan is for the purpose of providing the employee with extended health care benefits and major medical benefits. The plan is subject to the terms and conditions set out in the plan document. The plan is subject to the terms and conditions set out in the plan document.

#### a) Hospital Benefit

Effective January 1, 1997, semi private hospital coverage will be limited to \$150.00 per day

Effective the first of the month following ratification, new employees will not be covered for semi-private insurance.

Employees hired on or after July 1, 1996 will not be covered for semi-private Insurance.

**(b) Drug Benefit**

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

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

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

**(c) Paramedical coverage to an annual maximum of \$300.00 combined.**

Registered Massage therapist; podiatrist; chiropractors, acupuncturist, chiropractor, Christian Science, naturopath, speech therapist, osteopath and clinical psychologist.

A physician's recommendation is required once every 6 months for registered massage therapy.

- Hearing aids to a maximum of \$500.00 every five years

**(d) Major Medical Benefit**

- The Major Medical Benefit portion of the plan is subject to a deductible of \$25.00 per family, per calendar year.
- Lifetime Maximum cap is removed.
- The Major Medical expenses are subject to 80% reimbursement for the following covered expenses:
- Services of a licensed physiotherapist

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

**Expenses Not Covered:**

**No payment is made for the following expenses:**

- **Cost of the difference between a semi-private and a private hospital room**
- **Convalescent or nursing home care**
- **Drugs which can be purchased without prescription (with certain exceptions). For example: patent medicines, vitamins, health foods, cough and cold preparations, aspirin, and similar products are ineligible.**

## **General Exclusions**

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

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

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

## **Co-ordination of Benefits**

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

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

## **APPENDIX "F"**

### **EI ARE BENEF**

The Dental Care Plan provides for coverage of 100% of the expenses for routine dental care and 75% of expenses for major dental care subject to a calendar year deductible of \$35.00 per person, but not more than \$35.00 per family to a maximum

annual benefit of \$1,500.00 per person. Eligible employees and their dependants will be covered for expenses as follows:

### **Routine Care**

Charges up to the maximum benefit for:

- oral examinations, cleaning of teeth, fluoride treatments and bitewing x-rays: twice in any calendar year, but not more than once in any six-month period for dependants under age 18, and not more than once in each nine months for adults, beginning September 1, 1994.
- full mouth series of x-rays: once every 24 months for dependants under age 18 and not more than once in each 36 months for adults.
- extractions and alveolectomy (bone work) at time of tooth extraction
- dental surgery
- general anaesthesia and diagnostic x-ray and laboratory procedures required for dental surgery
- amalgam, silicate, acrylic, composite and white fillings
- necessary treatment for relief of dental pain
- cost of medication and injections given in the dentist's office
- space maintainers for missing primary teeth and habit breaking appliances
- consultations required by the attending dentist
- surgical removal of tumors, cysts, neoplasms
- incision and drainage of abscess
- endodontics (root canal therapy)

- periodontal treatment (gum and tissue treatment)

### Dentures, Crowns and Bridge Work

Charges up to the benefit maximum for:

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

## **Other Dental Practitioners**

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

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

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

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

## **Alternative Services**

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

## **Predetermination of Benefits**

If charges for a planned course of treatment by a licensed practitioner would exceed \$300.00, proposed details and x-rays should be submitted to Maritime Life for approval. Failure to do so may result in payment of a lesser benefit amount because of the difficulty in determining the need for such treatment after it has been provided. Dental x-rays will be promptly returned to the dentist.

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

## **Limitations**

No amount will be paid for charges for:

- dental care which is cosmetic;
- completion of claim forms;
- broken appointments;
- dental care covered under a medical plan provided by an employer or government which, in the absence of insurance, there would be no charge;
- stainless steel crowns on permanent teeth;
- oral hygiene instruction or nutritional counselling;
- protective athletic appliances;
- prostheses, including crowns and bridgework, and the fitting thereof which were ordered while the person was not insured, or which were ordered while the person was insured but which were finally installed or delivered after this benefit is discontinued or more than 31 days after termination of insurance for any other reasons;
- a full mouth reconstruction, for a vertical dimension correction, or for diagnosis or correction of a temporomandibular joint dysfunction;
- replacement of a lost or stolen prosthesis; or
- orthodontic treatment or correction of malocclusion



## APPENDIX "G"

### LONG TERM DISABILITY PROTECTION PLAN

#### 1. Employee Eligibility:

- a) Must be a current active employee with permanent status and a minimum of *two* years of continuous employment relationship.
- b) For employees hired after December 15, 1999, the following service requirements shall apply:
  - (i) Must be a current active employee with permanent status and a minimum of two years of continuous employment relationship.
  - (ii) For each year of cumulative compensated service an employee will be eligible to qualify for one year of LTD coverage.
  - (iii) Following 10 years of continuous employment relationship, an employee will be eligible for LTD coverage or unless otherwise specified within *the* LTD Plan.

#### 2. Requirements:

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

#### Benefit Provision:

- a) The plan will provide that an eligible employee is insured for benefits equivalent to 70% of his/her normal weekly earnings.

- b) Payments from *the* LTD Plan will be offset by any amount of income the employee receives due to his/her disability. This would include but would not be limited to payments received from the Company pension plan, Q/CPP, and Workplace Safety and Insurance benefits.
- c) Any retroactive adjustments from a wage bss replacement plan will result in the top up under the LTD plan being adjusted to reflect the overpayment. (For example, a six-month retroactive payment in CPP disability benefits would result in an overpayment of the LTD top up which would then be either collected or the LTD top up would be reduced until the overpayment is recovered.)
- d) Employees eligible for LTD will have their Extended Health Care, Vision, Dental and Life Insurance employment benefits for which they were entitled immediately prior to the commencement of the LTD continued for as long as they qualify for LTD payments.
- e) Employees in receipt of LTD benefits may be required to undergo periodic medical examinations to verify that the employee's entitlement to receive, or to continue to receive, any long-term disability benefits payable under this plan.

**Rehabilitation:**

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

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

2) participation in non-remunerative vocational training or work for rehabilitation.

**Payment:**

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

**Expenses:**

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

**Limitations:**

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

**Exclusions:**

LTD benefits will not be payable:

- a) In respect of an accident which occurs while the employee is performing any work for wages or profit other than on behalf of the Company.
- b) For intentionally self-inflicted injury, or injury resulting from war, insurrection or participation in a riot.

**Termination :**

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

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

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

## APPENDIX "H"

### VISION CARE BENEFITS

The Vision Care Plan provides for reimbursement of up to 100% to a maximum of

- \$225.00 - effective June 1, 2005
- \$240.00 - effective January 1, 2006
- \$250.00 - effective January 1, 2007

payable in any 24-month period, or in any 12-month period for dependants age 18 or under. The \$25.00 annual deductible does not apply to the Vision Care Plan.

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

Over the life of the Agreement, \$75.00 for each eligible person will be made available for the costs of services of an ophthalmologist or licensed optometrist.

## APPENDIX "I"

### ELIGIBILITY QUALIFICATION AND PAY DIRECT PROVISIONS

#### LIFE INSURANCE

##### New Employees:

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

##### Monthly Qualification for Coverage:

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

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

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

##### Waiver of Premium:

- (i) An employee's basic coverage for life insurance, extended health, vision care, dental and Weekly Indemnity will be continued at no cost while he/she is drawing Weekly Indemnity benefits or Unemployment Insurance benefits under the provisions specified in Appendix "B" of this Supplemental Agreement for a maximum period of up to 12 months for each period of disability.
- (ii) An employee's basic coverage for life insurance, extended health, and dental will be continued while he/she is off work account WSIB disability for a period of absence consistent with the governing Canada Labour Code provisions.
- (iii) In cases where leave of absence has been granted for employees occupying full time Union positions, employees

may maintain coverage during such leave by paying directly to their employer the monthly premium.

### **Dependent Eligibility**

To be eligible for insurance dependants must be insured under a provincial health insurance plan. Dependants become eligible for insurance when the employee becomes eligible or, if acquired later, upon becoming a dependent.

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

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

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

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

Child means:

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

### **Effective Date of Insurance**

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

If an employee is absent from work because of disability due to illness or injury on the date of insurance, or any increase in

insurance would otherwise become effective, such insurance will not become effective until the date the employee returns to active full time work for one full day.

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

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

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

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

- (i) resignation or dismissal, the date on which the employment relationship terminates;
  - (ii) retiring and retired employees - The end of the month in which the retired employee reaches age 65 or, in the case of an employee retiring after age 65 pursuant to the pension regulations, the end of the month in which retirement takes place (within 6 months of turning 65).
  - (iii) leave of absence, lay-off, (except as provided below), and death, the last day of the month in which such leave of absence, lay-off or death occurs;
  - (iv) strike, the last day worked.
- (b) (i) In cases of leave of absence for disability (and the employee is in receipt of Weekly Indemnity Benefits, Unemployment Insurance Sickness/Maternity Benefits or Workers' Compensation Benefits), coverage will be maintained at no cost to the employee for a period of six

months from the end of the month in which the disability occurs. If disability continues past this period, employees may maintain coverage for a further six months by submitting the required payment directly to their employer.

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

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

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

### **Continuation of Health Care and Dental Care Benefits for Incapacitated Children**

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

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

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



**Continuation of Health Care and Dental Care Benefits After Your Death**

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

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

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

97

**EMPLOYMENT SECURITY**

and

**IN AN AGREEMENT**

for

**ASSOCIATED RAILWAY UNIONS**  
(representing the Unions Signatory hereto)

98

## Index

Article No.		Page No.
1	Definitions.....	2
1.1	General Provisions.....	3
2	Grievance Procedure and Final Disposition of Disputes.....	3
3	Administration of the Plan.....	4
4	Weekly Layoff Benefits and Severance Payments.....	7
5	Training of Employees.....	17
6	Relocation Expenses.....	20
7	Employment Security.....	27
7A	Preferred Employment Security.....	28
8	Technological, Operational and Organizational Changes.....	30
9	Government Assistance Program.....	34
10	Seasonal Employees.....	34
11	Casual and Part-time Employees.....	35
12	Non Applicability of Sections 150, 152 and 153, Part V and Sections 60.11 to 60.15 inclusive, Part III of the Canada Labour Code.....	35
13	Amendments.....	35
14	Commencement.....	36
15	Duration.....	36

**THIS AGREEMENT IS:**

**between**

**ONTARIO NORTHLAND TRANSPORTATION  
COMMISSION**

**called "the Company"**

**of the One Part**

**and**

**ASSOCIATED RAILWAY UNIONS**

**of the Other Part**

**Preamble**

**The parties agree that Supplemental Unemployment Benefits be paid only for periods of temporary layoff (the specific duration being set out in the provisions of this Agreement). Employees in receipt of SUB continue their employment relationship with the Company, retain seniority rights and are required to accept temporary or permanent assignments as provided in this Article or become disentitled to SUB. Although an Article 8 notice reflects a permanent change, any layoffs pursuant to this change may be temporary in nature.**

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100

## **ARTICLE 1**

### **Definitions**

**A (i) "Employment Security" means that an employee who has completed eight years of Cumulative Compensated Service with the Company will have Employment Security as provided in Article 7.**

**(ii) "Preferred Employment Security" means that an employee who has seven years of service with the Company will have preferred Employment Security as provided in Article 7A.**

**B. "Continuous Employment Relationship or Service" means an employee whose employment relationship with the Company is unbroken by resignation or termination.**

**C. "Eligible Employee" means an employee of the Company represented by the Unions is eligible for the benefits pursuant to the eligibility requirements of Articles 4 or 6.**

**D. "Basic Weekly Rate" means the Basic Weekly Rate of pay applicable to the positions held at the time of change. (Hourly rated employees, 40 x the basic hourly rate; seasonal and spare employees, 80% of average weekly earnings over the eight weeks preceding layoff.)**

**E "Seniority District/Territory" means that Seniority District /Territory as defined in Collective Agreement #2.**

**F. "The Plan" means the benefits and terms and conditions relating thereto as agreed for the employees of the Company, as defined herein, which benefit, terms, and conditions appear in this Agreement.**

**G. "Cumulative Compensated Service" means:**

**(i) One month of Cumulative Compensated Service will consist of 21 days or major portion thereof.**

(ii) Twelve months of Cumulative Compensated Service calculated from the last date of *entry* into the Company's service as a new employee. For partial year credit, six or more months of Cumulative Compensated Service shall be considered as the major portion thereof and shall be counted as a year of credit towards computation of severance or layoff benefits. Service of less than six months of Cumulative Compensated Service shall not be included in the computation.

(iii) For an employee who renders compensated working service in any calendar year, time off duty, account bona fide illness, injury, authorized maternity leave, to attend committee meetings, called to court as a witness or for uncompensated jury duty, not exceeding a total of 100 days in any computation of Cumulative Compensated Service.

H. "Admitted Group" means those groups which have been admitted to coverage under The Plan as provided in *Article 3*.

I. "Master Agreement" means the Master Agreement signed between the Company and the Associated Railway Unions on 20th day of January, 2003.

## **Article 1.1**

### **General Provisions**

1.1(a) Employees have no vested rights to payments under the plan except to payments during a period of unemployment specified in the plan.

(b) Any guaranteed annual remuneration or deferred remuneration or severance pay benefits are not reduced or increased by payments received under this plan.

## ARTICLE 2

### Grievance Procedure and Final Disposition of Disputes

**2.1** Except as otherwise provided in The Plan, should any dispute arise respecting the meaning, interpretation, application, administration or alleged violation of The Plan, such dispute shall start at Step 3 of the grievance procedure as defined in the respective Collective Agreement.

**2.8** Failing settlement of such dispute at the final step of the grievance procedure, should either party elect to progress the dispute, it shall do so by referring it to arbitration under the provisions of the respective Collective Agreement.

**2.9** The request to arbitrate must be submitted in Writing within 60 days of the date a decision was rendered at the final step of the Grievance Procedure. The request shall be accompanied by a joint statement of issue and joint statement of facts. If the parties cannot agree upon such joint statement either or each, upon notice in writing to the other, may submit a separate statement to the arbitrator.

**2.10** When a question has been referred to an Arbitrator as provided for in Article 2.9 hereof, he/she shall have no power to add to, subtract from, or modify any of the terms of The Plan. The decision of the Arbitrator shall be final and binding.

## ARTICLE 3

### Administration of the Plan

**3.1** Subject to the provisions of The Plan, the Union Representatives and the Company shall have full and unrestricted power and authority and exclusive jurisdiction to deal with and adjudicate upon all matters relative to The Plan, which does not add to, subtract from, or modify any of the terms of The Plan or of the Collective Agreement. They shall not have any power to deal with and adjudicate upon any benefits not

specifically provided for in The Plan nor in any subsequent plan reached between the Company and any Union.

**3.2(A)** Notwithstanding the provisions of Article 3.1 the following types of cases not specifically covered by The Plan may be considered by the parties for adjudication and payment of benefits, but such cases shall not be subject to arbitration:

- (ii) special case(s) involving extenuating circumstances
- (iii) special case(s) of temporary layoffs of not more than 16 weeks lending themselves to an orderly implementation of layoff procedures based on the principle of inverse seniority. Where it is agreed that such special case(s) exists, this principle is to be applied at the work location where the layoffs are occurring, and on an optional bases, after all employees with less than two years service have been laid off.
- (iv) special case(s) of permanent staff reductions lending themselves to special offers of optional early retirement separation allowances to employees eligible, or within one year of eligibility, to retire under Company pension rules so as to prevent the otherwise unavoidable relocation and permanent separation of employees with two or more years' service. The separation allowance to apply in each such special case of optional early retirement is to be a lump sum payment calculated on the basis of the following formula:

Years of Cumulative Compensated Service	Number of Weeks Salary Credited for Each Year of Service Remaining to Normal Retirement
35 or more	4.0
34	3.9
33	3.8
32	3.7
31	3.6
30	3.5
29	3.4



28	3.3
27	3.2
26	3.1
25 or less	3.0

**NOTE(a)** A partial year of service remaining to normal retirement is to be expressed on a monthly basis, e.g., 4 years and 1 month (or major portion thereof) equals 4 1/12 (4.083) years.

**(b)** One week's salary shall be the employee's Basic Weekly Rate at the time of the change.

**(B)** The parties may only approve such special case(s) conditional upon their observation of the following governing principles:

- (i) approval of such special case(s) shall not involve increasing the existing benefit levels in The Plan.
- (ii) approval of such special case(s) shall not be incompatible with the terms of The Plan.
- (iii) approval of such special case(s) referred to in Article 3.2 (a)(i) and (ii) above shall not involve costs higher than 90% of the costs which would otherwise have been incurred as a result of the standard application of The Plan.
- (iv) approval of any special case(s) under Article 3.2(a)(ii) shall be contingent upon notification by Human Resources Development Canada that employees who avail themselves of such an inverse seniority layoff procedure will not be disqualified nor disentitled from employment insurance benefits for so doing.
- (v) approval of such special case(s) shall not involve the modification of any Company plan or Agreement dealing with such matters as pensions, health and welfare, etc.

(vi) approval of special case(s) involving special offers of optional early retirement separation allowances shall include the payment of money to the Pension Fund if it is demonstrated that such early retirements result in additional costs to the Pension Fund.

(C) The foregoing procedures shall not alter the effective date of staff reductions.

**3.3** The Unions and the Company shall have the power to admit to coverage under The Plan any applicant bargaining unit that has a Collective Agreement with the Company subject to such conditions as may be determined from time to time by the parties. Unless otherwise agreed between the Company and the Union making application for admission, any admitted group can only be admitted under the same terms and conditions as apply to other employees in The Plan.

A Union and employer who wish to seek admission to The Plan for an appropriate bargaining unit must make a joint application addressed to *the* respective Unions and *the* Company.

#### **ARTICLE 4**

##### **Weekly Layoff Benefits and Severance Payments Benefits Accumulation - Layoff Payments**

**4.1(a)** An employee who has two years or more of continuous employment relationship at the beginning of the calendar year shall be allowed a gross layoff benefit credit of five weeks for each year of cumulative compensated service.

**NOTE** In arriving at net layoff benefits available for an employee, any previous layoff payments made from the Employment Security and Income Maintenance Plan, under the provisions of Article 4 of The Plan must be taken into account on a "weeks of benefits paid" basis. For example, if an employee with 5 years Cumulative Compensated Service was laid off ,

under the provisions of The Plan, he/she would be treated as follows:

Gross weeks of layoff benefits entitlement - 10 (yrs) x 5 (weeks)	50 weeks
Less weeks of layoff benefits paid under the provisions of previous Employment Security and Income Maintenance Plan and Article 4 of this Plan	<u>10 weeks</u>
Net Layoff Benefit Available	40 weeks

(b) Except as provided in Article 4.3 of The Plan, an Eligible employee who is laid off, and whose layoff benefit credit is reduced due to weekly layoff benefit payment being made during the period of layoff in accordance with Article 4 of The Plan, will, on recall accumulate layoff benefit credits in accordance with the above provisions.

**4.2** The above layoff benefit will apply until such time as the employee has completed 20 years of Cumulative Compensated Service, when the following maximum layoff benefit will apply:

<u>Maximum Period for Which Years of Cumulative Compensated Service</u>	<u>Weekly Benefits Payable for each Period of Layoff</u>
20 yrs. or more but less than 25 years	3 years
25 yrs. or more but less than 30 years	4 years
30 years or more	5 years

**4.3** An employee who, at the beginning of the calendar year, has completed 12 years of Cumulative Compensated Service and subsequently receives weekly benefits due to layoff, in accordance with the provisions of Article 4 of The Plan, shall, upon return to service after termination of layoff, be credited with

the accumulated layoff benefit weeks he/she had to his/her credit at the time of layoff.

**4.4(a)** An employee who is not disqualified under Clause (d) hereof, shall be eligible for a benefit payment in respect of *each* full week of seven consecutive calendar days of layoff (herein called "a claim week") or to a severance payment provided he/she meets all of the following requirements:

- (i) He/she has two years of more of continuous employment relationship at the beginning of the calendar year in which the period of continuous layoff in which the claim week occurs began, (calendar year shall be deemed to run from January 1st to December 31st);
- (ii) For weekly layoff benefit payment, a continuous waiting period of seven days in the period of layoff has expired. Each period of layoff will require a new seven-day waiting period in order to establish eligibility for weekly layoff benefits, except that once an employee has been on layoff for more than seven days, and is recalled to work for a period of less than 90 calendar days, such employee will immediately become eligible for weekly layoff benefits upon layoff within such 90 days.
- (iii) He/she has made application for benefits in the prescribed form and in accordance with the procedures prescribed by the Committee;
- (iv) He/she has exercised full seniority rights on his/her *basic Seniority Territory* as provided for in the relevant Collective Agreement, except as otherwise expressly provided in Clause (d), paragraphs (ii) and (iii) of this Article 4.4.

(b) Notwithstanding any other provisions in The Plan, if upon the effective date of resignation from the Company's service an employee is eligible for an early retirement pension, he/she will not be eligible for a severance payment.

(c) An employee who, on being laid off, does not qualify under paragraph (i) of Article 4.4(a) shall, if still laid off in the next calendar year, qualify under said paragraph (i) if at the beginning of said next calendar year he/she has two years of continuous employment relationship. The seven-day waiting period provided in paragraph (ii) of Article 4.4(a) shall commence from the 1st day of January of that year.

(d) Notwithstanding anything to the contrary in this Article, an employee will not be regarded as laid off:

(i) During any day or period in which his/her employment is interrupted by leave of absence for any reason, sickness, injury disciplinary action (including time held out of service pending investigation), failure to exercise seniority (except as otherwise expressly provided for in Clause (d)(ii) of this Article 4.4), to retirement, Act of God, including, but not limited to fire, flood, tempest, or earthquake or a reduction of cessation of work due to strikes by employees of the Company:

(ii) During any interval between the time that he/she is recalled to the service of the Company after a period of layoff, and the time at which he/she actually resumes work during any waiting period provided for in the relevant Collective Agreement; except that an employee who does not, as a consequence of the foregoing, return to service on the day work is available shall be governed by the provision of Article 4.6 of The Plan, on the same basis as if he/she had returned to work on the date such work became available.

(iii) If he/she declines, for any reason, other than as expressly provided for in Clause (d)(ii) of this Article 4.4, recall to work on his/her basis Seniority Territory in accordance with the seniority provisions of the relevant Collective Agreement.

(iv) In respect of any period in which he/she is receiving other payments of any kind or nature directly from the

Company, except as otherwise expressly provided in Article 4.6.

(v) During any recognized period of seasonal layoff as defined in Article 10.

(vi) After his/her dismissal from the service of the Company.

### Claim Procedure

**4.5** An Eligible Employee, as defined in Article 4.4 may, at the expiration of the seven-day waiting period specified in paragraph (ii) of Clause (a) of said Article 4.4, make application to a designated officer, in the form and manner prescribed by the Committee, for a weekly layoff benefit as follows:

(a) Employees with TWO or more years of continuous employment relationship and LESS THAN TWENTY YEARS SERVICE:

(i) A weekly layoff benefit for each completed week of seven calendar days laid off following the seven-day waiting period referred to in Article 4.4, of an amount which, when added to Unemployment Insurance benefits and/or outside Unemployment Insurance for such week, will result in the employee receiving 80% of his/her Basic Weekly Rate at time of layoff.

(ii) During any week following the seven-day waiting period referred to in Article 4.4, in which an Eligible Employee is not eligible for Unemployment Insurance benefits account eligibility for such benefits having been exhausted or account such employee not being insured for Unemployment Insurance benefits, nor account Unemployment Insurance waiting period, such employee may claim a weekly layoff benefit for each complete week of seven calendar days laid off of the maximum Unemployment Insurance weekly benefit currently in force (for

- (iii) 1992 'the maximum Unemployment Insurance weekly benefit is \$426.00) or such lesser amount which, when added to the employee's outside earnings for such week, will result in the employee receiving 80% of his/her Basic Weekly Rate at time of layoff.
  - (iv) Weekly layoff benefits provided for under Article 4.5 shall cease when benefit accumulation as specified in Article 4.1.
- (b) Employees with TWENTY OR MORE YEARS of cumulative Compensated Service:
- (i) A weekly layoff benefit for each completed week of seven calendar days laid off following the seven day waiting period referred to in *Article 4.4* of an amount which, when added to Unemployment Insurance benefits and/or outside earnings in excess of those allowance under Unemployment Insurance for such week, will result in the employee receiving 80% of his/her Basic Weekly Rate at time of layoff.
  - (ii) During any week following the seven day waiting period referred to in *Article 4.4*, in which an Eligible Employee is not eligible for Unemployment Insurance benefits account eligibility for such benefits having been exhausted or account such employee not being insured for Unemployment Insurance benefits, or account Unemployment Insurance waiting period, such employee may claim a weekly layoff benefit for each complete week of seven calendar days laid off of an amount which when added to the employee's outside earnings for such week, will result in the employee receiving 80% of his/ her Basic Weekly Rate at time of layoff.
- (c) It shall be the responsibility of the employee to report for each week for which he/she is claiming a weekly layoff benefit under The Plan, any amounts received from the Canada Employment and Immigration Commission in respect of such week, as well as any wages earned during such week while employed outside the Company. In the event an employee does

~~not report all~~ such outside earnings for any particular week, this ~~will~~ be interpreted as notice from him/her that his/her outside earnings for such week are the same as those for the previous week.

**4.6** No weekly layoff benefit will be made for parts of a claim week as defined in Clause (a) of Article 4.4 except that:

(a) Recall not covered by Article 4.6(b) below

An employee who has qualified for weekly layoff benefits in accordance with Clause (a) of Article 4.4 and who returns to work for part of the last claim week and thereby receives earnings from the Company in the last claim week may make application for a partial weekly layoff benefit which, when added to the earnings received in that week and to Unemployment Insurance benefits and/or outside earnings in excess of those allowable under Unemployment Insurance for such week will result in the employee receiving 80% of his/her basic Weekly Rate at time of layoff.

(b) Temporary recall for less than five working days

An employee who has qualified for weekly layoff benefits in accordance with Clause (a) of Article 4.4 will not have his/her weekly benefit payment reduced for any claim week during which he/she returned to the service temporarily for less than five working days.

**Example of Payments for Part Week on Recall**

**4.7** Assume that an employee with a rate of \$15.00 per hour (\$120.00 per day, \$600.00 per week) is laid off Friday, February 8, 1992 (last day worked February 7th) and recalled to work Wednesday, March 17, 1992. This is 41 days, or 5 weeks and 6 days.

For the purpose of this illustration, the employee's plan claim week is Friday to Thursday and the Unemployment Insurance claim week is Sunday to Saturday.



In these circumstances the employee's benefit entitlement would be as follows:

**Plan Claim Week 1**

Nil (waiting period)

**Plan Claim Week 2**

- (i) employee with less than 20 years of service - Unemployment Insurance maximum - \$426.00 (from The Plan).
- (ii) employee with 20 or more years of service - (80% x \$600.00 = \$480.00) from The Plan

**Plan Claim Weeks 3, 4 and 5**

80% of Basic Weekly Rate at the time of layoff - (80% x \$600.00) - \$480.00 (\$426.00 Unemployment Insurance and \$54.00 from The Plan).

**Last Plan Claim Week (March 8 - March 14/92 Inc.)**

For Unemployment Insurance purposes, employee works two days, (March 14 and 15 - both of which days fall in one Unemployment Insurance claim week) -- Earnings **\$240.**

Deduct Unemployment Insurance allowable earnings > 25% of employee's Unemployment Insurance entitlement of \$426. **106.**

Net earnings for Unemployment Insurance purposes **\$134.**

Unemployment Insurance entitlement during last plan claim week (\$426.00 - \$134.00) **\$292.**

In order to make up the 80% of the Basic Weekly Rate during the last plan claim week - i.e., \$480.00, the employee would receive:

One day's wages for Thursday, March 14, the last day of the plan claim week	<b>\$120.</b>
Unemployment Insurance entitlement From The Plan	<b>\$292.</b> <b><u>\$ 68.</u></b>
<b>TOTAL</b>	<b><u>\$480.</u></b>

#### Severance Payment

**4.8(a)** For each year Cumulative Compensated Service or major portion thereof, an employee will be allowed credit weeks as follows for the calculation of severance payment.

- (i) For each of the first 10 years - one week's basic weekly Pay-
- (ii) For each of the eleventh and subsequent years - two week's basic weekly pay.

(b) An employee eligible for a severance payment who resigns and, who at a later date will become eligible for an early retirement pension. The basic pay is to be calculated at the employee's Basic Rate in effect at the time of his/her resignation.

(c) An Eligible Employee may, upon submission of formal resignation from the Company's service, claim a severance payment as set forth above, but such severance payment will not in any event exceed the value of one and one-half year's salary at the Basic Weekly Rate of the position held at the time he/she was laid off.

(d) An employee will have seven calendar days from the date of lay off to decide to claim a Severance payment under this Article.

**Special Provisions for Employees with 20 Years  
or More of Cumulative Compensated Service**

**4.9(a)** An employee with 20 years of Cumulative Compensated Service who, in any calendar year, is laid off and unable to hold work on his/her basic Seniority Territory shall, upon return to work, count the period of layoff, up to a maximum of 100 days in any such calendar year from 1976 on, towards the qualifying period for vacation in the ensuing years: such period of layoff in one year shall, upon return to work, also count as service for determining the vacation entitlement in the following year. Layoff days credited for vacation purposes shall not be used in any other manner to obtain additional credit.

**(b)** An employee with 20 years of Cumulative Compensated Service who is laid off and unable to hold work on his/her basic Seniority Territory will have his/her group life insurance continued during the period of layoff, up to a maximum period of two years from date of layoff.

**(c)** An employee with 20 years of Cumulative Compensated Service who is laid off and unable to work on his/her basic Seniority Territory, in a province where medicare premiums the Company will pay the medicare premiums up to the amount of the maximum medicare allowance provided under the existing Collective Agreements, up to a maximum period of two years from date of layoff.

**4.10** Any agreement reached between parties will not be valid in respect of benefits under The Plan unless approved by the Canada Employment and Immigration Commission on the Unemployment Insurance payments by reason of Supplemental Unemployment benefits. Notwithstanding anything contained in The Plan, no Eligible Employee will receive for any week, a layoff payment under The Plan in excess of that which can be allowed the employee without any reduction in his/her Unemployment Insurance payment.

**4.11** An employee who is on layoff on the effective date of The Plan and not receiving weekly layoff benefits, but who now qualifies for benefit payments in accordance with the terms of

The Plan, shall be entitled to claim weekly layoff benefit payments for the period of layoff subsequent to the date such claim is received by the designated Company officer provided such claim is submitted within 60 calendar days of the effective date prior to the date claim is received by the designated Company officer shall be applied to the waiting period defined in Article 4.4(a)(ii). Such employee who fails to file a claim within 60 calendar days of the effective date of The Plan will forfeit his/her right to any benefit payments unless subsequently returned to work and again laid off.

**4.12 Supplemental Unemployment Benefits (SUB) Plans** provide that payments, in respect of guaranteed annual remuneration or in respect of deferred remuneration or severance pay benefits are not reduced or increased by payments received under the SUB plan.

## **ARTICLE 5**

### **Training of Employees**

**5.1** An employee who has Employment Security under the provisions of Article 7 of The Plan who has his/her position abolished and is unable to hold work due to a lack of qualifications, will be trained for another position within (if necessary) in order to fill a position in keeping with the provisions of Article 7. Training (if necessary) will be provided for a position for which he/she has the suitability and adaptability to perform the duties of that position. Such employee will receive the 40-hour straight time pay associated with his/her last Railway classification during his/her period of training (hourly rate employees, 40 x the basic hourly rate; seasonal and spare employees, 40 x the average hourly earnings over the eight weeks preceding layoff).

**5.2** An employee who does not have Employment Security under the provisions of *Article 7* and has two or more years of Cumulative Compensated Service and:

(a) has been laid off or who has been advised that he/she may be laid off and who is, or will be, unable to hold other work in the Company because of lack of qualifications, or,

(b) will be adversely affected by a notice served pursuant to *Article 8* of the Plan requiring an employee to relocate or suffer a substantial reduction in his/her rate of pay,

will be considered for training for another position within or without his/her seniority group, providing he/she has the suitability and adaptability to perform the duties of that position and provided he/she has indicated a willingness to work in the job for which he/she may be trained whenever vacancies exist.

**5.3** At the option of the Company, training provided under the provisions of either *Articles 5.1* or *5.2* may be:

(a) at training classes conducted by qualified Company personnel.

(b) at classes conducted by an approved training agency.

The type of training for which an employee may apply must

(i) qualify the employee for a recognized Company position;

(ii) offer a likelihood of employment in the Company on completion of the training period in a position for which the employee has been qualified; or

(iii) in the case of employees with 20 or more years of Cumulative Compensated Service, include the possibility of qualifying the employee for employment within or without the railway industry.

**5.4** An employee covered by the provisions of *Article 5.2* will receive 80% of the Basic Weekly Rate of his/her last job

classification during his/her period of training. In addition, he/she will be provided for the training period with books; equipment, and tools and allowed other necessary supplementary expenses associated with the training program.

**5.5** Should an employee covered by the provisions of Article 5.2 be recalled from layoff before the scheduled completion of training, the employee will be allowed to complete the program without forfeiture of pay or seniority rights.

**5.6** Notwithstanding any agreement to the contrary, the Company may require an employee who has completed a training program to take a position for which he/she has been trained.

**5.7** In addition, the Company, where necessary and after discussion with any Organization signatory to The Plan, will provide classes (after work or as arranged) to prepare present Company employees for upgrading, adaptation to technological change, and anticipated new types of employment in the Company. The cost of such retraining will be borne by the Company.

**5.8** Upon request, the subject of training of an employee or groups of employees under any of the above provisions will be discussed by the Local Chairperson or equivalent and the appropriate officer of the Company either prior to or at the time of layoff or at the time of the serving of the notice pursuant to Article 8 or as retraining under Article 5.7 is considered. Any unresolved differences between the parties concerning the usefulness of training for future Company service, the necessity for retraining, or the suitability and adaptability of an employee for training, may be progressed to arbitration in keeping with Article 2.10 of The Plan.

## ARTICLE 6

### Relocation Expenses.

#### Eligibility

**6.1** To be eligible for relocation expenses an employee:

(a) must have been laid off or displaced, under conditions where such layoff or displacement is likely to be of a permanent nature, with the result that no work is available at his/her home location and in order to hold other work in the Company, such employee is required to relocate; or

(b) must be engaged in work which has been transferred to a new location and the employment moves at the instance of the Company; or

(c) must be affected by a notice which has been issued under Article 8 of The Plan and he/she chooses to relocate as a result of receiving an appointment on a bulletined permanent vacancy which at the time is not subject to notice of abolishment under Article 8 of The Plan and such relocation takes place in advance of the date of the change provided this will not result in additional moves being made; or

(d) must have Employment Security under the provisions of Article 7 or preferred employment security under Article 7A and be required to relocate to hold work under the provisions of Article 7 and 7A of The Plan.

**6.2** In addition to fulfilling at least one of the conditions set forth above, the employee:

(a) must have two years' Cumulative Compensated Service;  
and

(b) must be a householder, i.e., one who owns or occupies unfurnished living accommodation. This requirement does not apply to Articles 6.5, 6.6, 6.7 and 6.10; and

(c) must establish that it is impractical for him/her to commute daily to the new location by means other than privately-owned automobile.

### Relocation Benefits

**6.3** Payment of door-to-door moving expenses for the Eligible Employee's household goods and his/her automobile including packing and unpacking, insurance and up to one month's storage; the mode of transportation to be determined by the Company.

**6.4** An allowance of up to \$825.00 for incidental expenses actually incurred as a result of relocation.

**6.5** Reasonable transportation expenses from his/her former location to his/her new location by rail, by bus or employee-owned automobile, and up to \$210.00 for an employee without dependants and that an additional amount of \$65.00 will be paid for each dependant for meals and temporary living accommodation. Receipts will be required for rail and bus transportation.

**6.6** An employee may drive his/her automobile to his/her new location at the allowance per kilometer specified in the current Master Agreement.

**6.7** In order to seek accommodation in his/her new location, an employee will be allowed a continuous period of leave up to one week (seven consecutive days). Payments for such leave shall not exceed one week's pay at his/her Basic Weekly Rate.

**6.8(a)** Except as otherwise provided in Article 6.8(c), reimbursement of up to \$14,000.00 for loss sustained on the sale of a relocating employee's private home which he/she occupied as a year-round residence. Loss sustained is determined as the difference between the value determined at the outset plus any real estate agent fees, legal fees, including those legal fees on purchase of a home at the new location, and any mortgage closure penalties, and the amount established as the selling price in the deed of sale.



(b) The procedure to be followed in respect of determining the loss, if any, on the sale of a home is described in Article 6.12.

(c) Notwithstanding the provisions of Article 6.8(a):

(i) should a change take place involving relocation of Company employees whereby the number of homes being listed for sale by such Company employees represent 15% or more of the residential homes in the municipality, the employees required to relocate shall be reimbursed for the full loss on such homes, which loss shall be determined by the procedures described in Article 6.12 of The Plan. The number of Company employees' homes referred to above shall, for the purpose of establishing the 15%, include the homes of all Company employees which are being offered for sale as a result of, and at time of the change; or

(ii) should a change occur involving relocation of Company employees covered by The Plan as well as Company employees covered by other Collective Agreements, the maximum amount of \$14,000.00 specified in paragraph (a) of this Article 6.8 shall be adjusted upward to equal the maximum amount paid account loss on sale of home to any employee covered by such other Collective Agreement.

(d) An eligible Employee who desires to sell his/her house and receive any benefit to which he/she may be entitled under Article 6.8 must advise the Company's officer concerned accordingly within 12 months of the date the initial changes takes place. No employee shall be entitled to any claim under Article 6.8 if the house is not listed for sale within 60 days of the sale of the final determination of value and thereafter the house continues to be listed for sale. Any claim for reimbursement under Article 6.8 must be made within 12 months of the final determination of value.

**NOTE:** Notwithstanding other provisions of Article 6.8, special cases of loss on sale of homes may be submitted to the

Committee for adjudication, but such special cases will not be subject to arbitration.

**6.9** Payment of the cost of moving a wheeled mobile home which the employee occupies as a year-round residence. The selection of the mover and the cost of moving the mobile home shall require the prior approval of the Company and shall not, in any event, exceed a total cost of \$7,000.00. Receipts shall be required.

**6.10** If an employee, who is eligible for moving expenses does not wish to move his/her household to his/her new location, he/she may opt for a monthly allowance of \$215.00 which will be payable for a maximum of 12 months from the date of transfer to his/her new location. Should an employee elect to transfer to other locations during such 12-month period following the date of transfer, he/she shall continue to receive the monthly allowance referred to above, but subject to the aforesaid 12-month limitation,

An employee who elects to move his/her household effects to a new location during the 12-month period following the date of his/her initial transfer will only be eligible for relocation expenses under this Article for one such move and payment of the monthly allowance referred to above shall terminate as of the date of his/her relocation.

**6.11(a)** Alternatively to Article 6.8, the cost of terminating an unexpired lease and legal costs connected therewith up to a value of three months' rent where the relocation employee was renting a dwelling, will be paid. Should the law require payment of more than three months' rent in order to terminate a lease, such additional amount will be paid providing the employee first secures the Company's approval to pay in excess of the three month's rent.

(b) Where a lease was entered into following the notice of the change without prior approval of the Company, no benefit will be provided. Such prior approval will not be unreasonably withheld.

## Appraisal Procedure

**6.12** When an Eligible Employee desires to sell his/her home, under the provisions of Article 6.8(b), the following procedures will apply:

(a) In advising the Company officer concerned of his/her desire to sell his/her house, the employee shall procure a formal appraisal from a recognized appraiser which will include pertinent particulars. In so doing, the employee shall advise the Company of the chosen appraiser and a completion shall submit such appraisal to the Company.

b) Within 15 working days from date of receipt of employee's advice of his/her desire to sell his/her home, the Company officer shall arrange a second appraisal of the home. The fair market value shall be the average of the two appraisals provided they are not in excess of 10%.

(c) If, however, the average of the appraisals is greater than 10%, then an effort shall be made to resolve the matter through joint conference of the officer and the employee concerned and the appropriate Union representative if so desired by the employee; such joint conference to be held within five working days from date of advice to employee concerned as referred to in Article 6.12(c).

(d) If such joint conference does not resolve the matter, then within five days from the date of the final joint conference arrangements shall be made for an impartial appraisal to be undertaken as soon as possible by an independent real estate appraiser. The fair market price established by such appraiser shall become the fair market value for the purpose of The Plan, and such price shall be binding on both parties.

(e) The employee and Company officer concerned shall endeavour to mutually agree upon the independent appraiser referred to in Article 6.12(e). If they are unable to agree, then the Minister of Labour shall be requested to appoint such an independent appraiser.

(9) This fair market price of the house shall be the price determined as of a date sufficiently prior to the date of the change in order that the fair value will be unaffected thereby.

(g) The residence shall not be listed for sale prior to the establishment of fair market value. Should the residence be sold prior to the establishment of a fair market value then the provisions of this Article are not applicable.

(h) The fees and expenses of any appraiser appointed in accordance with Article 6.12 shall be paid by the Company.

NOTE: In the event an employee desires to sell his/her home at a price which is less than the fair market value as determined by the provisions of this Article, the Company will be given the right in priority to everyone else to purchase the home.

Particulars of House to be Sold

Name of Owner .....

Address .....

Type of House, i.e. *Cottage/ Bungalow/ Split Level*

Year Built .....

No. of Rooms.....Bathrooms.....

Type of Construction, i.e. brick, veneer, stucco, clapboard

.....

Finished Basement: Yes ..... No .....

Type of Heating, i.e., oil, gas, ~~electricity~~ .....

Garage: Yes..... No.....

Size of lot.....

Fair Market Value: \$ .....

Other Comments .....

.....

.....

.....

Date.....

Signature .....

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125

## ARTICLE 7

### Employment Security

**7.1** Subject to the provisions of this Article, and in the application of Article 8.1 of The Plan, an employee will have Employment Security when he/she has completed eight years of Cumulative Compensated Service with the Company. New employees hired subsequent to June 17, 1996 will not become entitled to the provisions of this Article 7.

**7.2** An employee who has Employment Security under the provisions of this Article will not be subjected to layoff as the result of a change issued pursuant to Article 8.1 of The Plan. Wage replacement benefits shall be paid for up to fourteen (14) years or up to the normal retirement date under the ONTC Contributory Pension Plan, whichever comes first.

**7.3** An employee who has Employment Security under the provisions of this Article and who is affected by a notice of change issued pursuant to Article 8.1 of The Plan, will be required to exercise his/her maximum seniority right(s), e.g., location and system, in accordance with the terms of the Collective Agreement applicable to the employee who has Employment Security.

**7.4** An employee who has Employee Security under the provisions of this Article and is unable to hold a position on his/her seniority district e.g., at a location and system, will be required to exercise the following options provided he/she is qualified or can be qualified in a reasonable period of time to fill the position involved. In filling vacancies, an employee who has Employment Security must exhaust such available options, initially on a local basis, then on his/her seniority district:

(a) fill an unfilled permanent vacancy within the jurisdiction of another seniority group and the same Collective Agreement;

(b) there being none, fill an unfilled permanent vacancy within the jurisdiction of another seniority group with another Collective Agreement and the same Union;

(c) there being none, fill an unfilled permanent vacancy within the jurisdiction of another seniority group and another signatwry Union; and

(d) there being none, fill an unfilled permanent vacancy in a position which is not covered by a Collective Agreement.

**NOTE:** In the application of Article 7.4(d) and notwithstanding the provisions of any Collective Agreement to the contrary, an employee who has Employment Security while employed on a position which is not covered by a Collective Agreement will remain, and continue to accumulate seniority, on the list from which transferred.

**7.5** An employee who has Employment Security and who transfers from one seniority group to another under the provisions of Article 7.4 will, notwithstanding any provision of a Collective Agreement to the contrary, retain and continue to accumulate seniority in the seniority group from which transferred and will be subject to recall to his former seniority group.

**7.6** An employee who has Employment Security and who fails to comply with the provisions of this Article will lose his/her Employment Security. Such employee will, however, be entitled to such other benefits under The Plan for which he/she is eligible. (i.e., Article 4)

## **ARTICLE 7A**

### **Preferred Employment Security**

**7A.1** An employee who was in the service on July 29, 1994 and who has, or subsequently attains, seven years' service shall be defined as having "Preferred Employment Security."

**7A.2** Such employee, who is displaced or has his/her job abolished, shall exercise his/her seniority as presently provided in his/her Collective Agreement, up to and including his/her basic

seniority territory if necessary, in order to retain his/her Employment Security.

**7A.3** If still unable to hold a position, then in order to retain

Employment Security he/she shall (subject to qualifications);

- (i) fill an unfilled vacancy within the jurisdiction of another seniority group of the same Union covered by the same Collective Agreement:
- (ii) there being none, fill an unfilled permanent vacancy within the jurisdiction of another seniority group and another signatory Union;
- (iii) there being none, fill an unfilled permanent vacancy within the jurisdiction of another seniority group and a non-signatory Union or in a position which is not covered by a Collective Agreement.

**NOTE:** In the application of above Clauses (i), (ii) and (iii) maintenance of basic wage rates shall apply.

- (iv) there being none, unless eligible for job protection under *Article 7*, be placed in a "waiting" status until such time as a vacancy occurs within his/her classification on the seniority territory, or as per Clauses (i), (ii) and (iii) above. During this period the employee's U.I. benefits (subject to U.I. approval) and/or outside earnings, will be supplemented to a level equal to 80% of his/her weekly base pay continuing until such time as a position is found, up to 14 years, or the normal retirement date under the ONTC Contributory Pension Plan, whichever comes first,

*Also* during this period the employee must accept temporary work at his/her layoff location.

**7A.4** In each of the above cases, before proceeding to the next option, the employee shall be required to fill such unfilled vacancy as far as the basic seniority territory if necessary.



**7A.5** Such employee shall retain and continue to accumulate seniority on his/her original list and be subject to recall. There will be no transfer of seniority rights on moves except as may be already provided by the current rules.

**7A.6** Training shall be provided if necessary, to achieve qualifications, with maintenance of earnings as described above to prevail throughout the training period.

**7A.7** An employee who declines to exercise any of the options detained in Article 7A.3 hereof, or who while on "waiting" status refuses recall to any permanent vacancy or temporary work as therein described, or refuses recall to a permanent position on his/her original basic seniority territory, shall forfeit his/her employment security. Such employee will, however, be entitled to such other benefits under The Plan for which he/she is eligible.

**7A.8** This Article 7A does not apply to reductions in forces made necessary by strikes or lockouts in the railway industry.

## **ARTICLE 8**

### **Technological, Operational, and Organizational Changes**

**8.1** The Company will not put into effect any technological, operational, or organizational change of a permanent nature which will have adverse effects on employees without giving as much advance notice as possible to the Local Chairperson representing such employees or other such other officer as may be named, by the Union concerned, to receive such notices. In any event, not less than three month's notice shall be given, with a full description thereof and with appropriate details as to the consequent changes in working conditions and the expected number of employees who would be adversely affected.

**8.2** When a notice is issued under Article 8.1 and it becomes known to the Company that the change will be delayed for reasons over which the Company has no control, advice will be

issued to the Local Chairperson, or such other officer as may be named by the Union concerned, and employees involved, explaining the situation and revising the implementation dates. if necessary, more than one such advice may be issued.

**8.3** When the implementation of a technological, operational, or organizational change is delayed or is to be delayed, at the instance of the Company, in excess of 30 calendar days, a new notice as per Article 8.1 shall be given.

**8.4** Upon request the parties shall negotiate on items, other than those specifically dealt with in The Plan, with a view to further minimizing the adverse effects on employees. Such measures, for example, may be related to exercise of seniority rights, or such other matter as may be appropriate in the circumstances, but shall not include any item already provided for in The Plan.

**8.5** If the above negotiations do not result in mutual agreement within 30 calendar days of the commencement of such negotiations, or such other period of time as may be agreed upon by the parties, the matters in dispute may be referred for mediation to a Board of Review composed of an equal number of senior officers of the Company and of the Union.

**8.6** If the Board of Review is unable to resolve the differences within a fixed period of time to be determined at the commencement of its meetings, or some mutually agreed extension thereof, the matters in dispute may be referred for final and binding settlement to an arbitrator as set out in Article 2.10 of The Plan. The matters to be decided by the arbitrator shall not include any question as to the right of the Company to make the change, which right the Unions acknowledge, and shall be confined to items not otherwise dealt with in The Plan.

**8.7** The terms operational and organizational change shall not include normal reassignment of duties arising out of the nature of the work in which the employees are engaged nor to changes brought about by fluctuation of traffic or normal seasonal staff adjustments.

**8.8** In addition to all other benefits contained in The Plan which are applicable to all Eligible Employees, the additional benefits specified in Article 8.9 and 8.10 are available to employees who are materially and adversely affected by technological, operational, or organizational changes instituted by the Company.

#### **Maintenance of Basic Rates**

**8.9** An employee whose rate of pay is reduced by \$2.00 or more per week, by reason of being displaced due to a technological, operational, or organizational change, will continue to be paid at the basic weekly rate or hourly rate applicable to the position permanently held at the time of the change providing that, in the exercise of seniority, he/she;

(a) first accepts the highest-rated position at his/her location to which his/her seniority and qualifications entitle him/her; or

(b) if no position is available at his/her location, he/she accepts the highest-rated position on his/her basic Seniority Territory to which his/her seniority and qualifications entitle him/her.

The maintenance of basic rates, and four-week guarantees if applicable, will continue until:

- (i) the dollar value of the incumbent above the prevailing job rate has been maintained for a period of three years, and thereafter until subsequent general wage increases applied on the basic rate of the position he/she is holding erase the incumbent differential; or
- (ii) the employee fails to apply for a position, the basic rate of which is higher, by an amount of \$2.00 per week or more than the basic rate of the position which he/she is presently holding and for which he/she is qualified at the location where he/she is employed; or
- (iii) the employee's services are terminated by discharge, resignation, death, or retirement.

In the application of (ii) above, an employee who fails to apply for a higher-rated position, for which he/she is qualified, will be considered as occupying such position and his/her incumbency will be reduced correspondingly. In the case of a temporary vacancy, his/her incumbency will be reduced only for the duration of that temporary vacancy.

An example of the application of Article 8.9 (b)(i) follows:

Date	Basic Rate	Level
Oct.1, Yr.1	\$450.00	\$500.00
Jan.1, Yr.2(4%)	468.00	518.00
Jan.1, Yr.3(3%)	482.04	532.04
Jan.?, Yr.4(3%)	496.50	546.50
Jan.1, Yr.5(3%)	511.40	546.50
Jan. 1 Yr.6(3%)	526.64	546.50
Jan.1, Yr.7(3%)	542.54	546.50
Jan.1, Yr.8(3%)	558.82	Incumbency Disappears

For the purpose of this Article 8.9, the basic rate of a position paid on a four-week guarantee basis of the basic rate of a position with standby earnings shall be converted to a basic rate on a 40-hour week basis.

#### Example-Four-Week Guarantee

The basic rate of an employee who is guaranteed 179.3 hours for each bur-week period, comprised of 160 straight time hours and 19.3 hours at time and one-half which is the equivalent of 189 straight time hours, is \$10.00 per hour at the straight time rate. In as much as his/her guarantee represents \$1,890.00 per four-week period, his/her Basic Weekly Rate shall be considered as \$472.50 and his/her basic hourly rate shall be considered as \$1 181.

#### Example-Standby Earnings

The basic rate of an employee who receives a 25-hour straight time standby allowance for each bur-week period (which is equivalent to 46.25 hours per week) is \$10.00 per hour at the

straight time rate. Such employee's Basic Weekly Rate shall be considered as 426.50 and his/her basic hourly rate shall be considered as \$11.563.

## ARTICLE 9

### Government Assistance Program

**9.1** All payments under The Plan are to be reduced in whole, or in part, in each case by an amount payable for the same purpose under a Government Assistance Program.

## ARTICLE 10

### Seasonal Employees

**10.1** Seasonal Employees are defined as those who are employed regularly by *the* Company, but who normally only work for *the* Company during certain seasons of the year. Articles 4 and 8 of The Plan shall apply to these employees except that payment may not be claimed by any seasonal employee during or in respect of any period or part of a period of layoff falling within *the* recognized seasonal layoff period for such group. In respect of seasonal employees laid off during the recognized seasonal working period, the seven and 30-day waiting periods provided for in Articles 4.4(a)(ii) and 4.4(a)(iii) will apply, except that in the case of a seasonal employee who is not recalled to work at the commencement of *the* recognized seasonal working period, *the* even or 30-day waiting period, as the case may be, will begin on the commencement date of the recognized seasonal working period. Seasonal employees and recognized seasonal working period shall be defined in Memoranda of Agreement signed between the Company and the affected Organizations signatory thereto.

## **ARTICLE 11**

### **Casual and Part Time Employees**

**11.1** Casual and part time employees are those who work casually on an as required basis from day to day, including those who work part days as distinguished from employees who work on regular or regular seasonal positions.

**11.2** Casual and part time employees are entirely excluded from the provisions of The Plan.

## **ARTICLE 12**

### **Non-Applicability of Sections 52, 53 and 54, Part 1, and Sections 214 to 226 inclusive of Part III of the Canada Labour Code**

**12.1** The provisions of The Plan are intended to assist employees affected by any technological change and Sections 52, 53 and 54, Part I of the Canada Labour Code do not apply.

**12.2** The provisions of The Plan are intended to minimize the impact of termination of employment on the employees represented by The Unions and are intended to assist those employees in obtaining other employment and Sections 214 to 226 of Part III of the Canada Labour Code do not apply.

## **ARTICLE 13**

### **Amendment**

**13.1** The parties hereto may at any time during the continuance of the Plan amend its provisions in any respect by mutual agreement.

## ARTICLE 14

### Commencement

**14.1** Payment of benefits under The Plan shall commence on February 24, 1986.

## ARTICLE 15

### Duration

**15.1** This Plan cancels and supersedes the Employment Security and Income Maintenance Plan dated June 17, 1996 between Ontario Northland Railway Company and the Associated Railway Unions.

**15.2** The Plan will remain in effect until revised in the manner and at the time provided for in respect of the revision of the Master Agreement for which is current from time to time.

IN WITNESS WHEREOF the parties hereto have caused The Plan to be executed this 21<sup>st</sup> day of April, 2005 at North Bay, Ontario.

For ONTC:

For the Unions:

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S. Carmichael  
President

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Ron Marleau  
Chief Steward  
steelworkers of America  
Local 1976

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Michael Rennie  
Steelworkers of America  
Local 1976

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**E. Kelly**  
**President**  
**CAW Local 103**

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**T. Dattilo**  
**National Staff Representative**  
**National Automobile,**  
**Aerospace,**  
**Transportation and General**  
**Workers Union of Canada**  
**(CAW-Canada)**

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**L. Couture**  
**International Representative**  
**IBEW - System Council No. 1 ■**

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**L. Schiavo**  
**Local Chairman**  
**Transportation & Rail**  
**Conference - Maintenance of**  
**Way Employees Division**



**APPENDIX "A"**

<b>Organization</b>	<b>Classification</b>
<b>B.M.W.E.</b> Brotherhood of Maintenance of Way Employees	7.1 All BMWWE employees in Track and B & B Departments  Work Equipment and Welding Employees
	7.2 Extra Gang Labourers
	6 Signal Foreman Signal Technician Asst. Signal Tech. Signal Maintainer Signal Assistant Signal Apprentice Signal Helper
<b>CAW</b> National Automobile, Aerospace, Transportation and General Workers Union of Canada Local 103	1 Office Clerks
	4 Clerks and <del>Other</del> Classes of Employees including Stores Dept. (except office)
	5 Train Service Employees, Passenger Operations Dept.
<b>USWA</b> Steelworkers of America Local 1976	2 Train Operations-Agents, Operators Dispatchers
	3 Telecommunications Employees

137