

**AGREEMENT NO. 4**

**BETWEEN**

**ONTARIO NORTHLAND**

**AND**

**CAW – LOCAL 103**

**Representing**

**CLERKS AND OTHER CLASSES**

**Revised and Reprinted  
effective  
except as otherwise indicated herein**

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## ARTICLE 1

### Recognition and Scope

**1.1** The Railway recognizes the Canadian Auto Workers as the sole collective bargaining agent with respect to wages, hours of work and other working conditions for all classes of employees set forth herein.

**1.2** The following rules and rates of pay shall govern the services of employees of the classifications set forth herein.

**1.3** It is the policy of the Railway to co-operate in every practical way with employees who desire advancement to excepted positions. Accordingly such employees who make application to the appropriate officer, stating their desires, qualifications and experience will be given preference for openings in excepted classifications providing they have the necessary capabilities.

## ARTICLE 2

### Definitions and Job Descriptions

The classification of "Clerks" may be subdivided and defined as follows:

#### **2.1 Clerical Workers:**

Employees who regularly devote not less than four hours per day to the writing and calculating incident to keeping records and accounts, rendition of bills, reports and statements, handling of correspondence and similar work.

#### **2.2 Machine Operators:**

Employees who regularly devote not less than four hours per day to the operation of office or station mechanical equipment requiring special skill and training, such as accounting, calculating, statistical and keypunch machines, typewriters, dictaphones and other similar equipment.

### **2.3 Baggage men, Assistants and Yard Checkers:**

Will be considered as Clerks in the application of apprentice rates of pay.

**2.4** The foregoing definitions, paragraphs (1), (2), and (3) shall not be construed to apply to:

(a) Employees engaged in sorting bills, inserting and removing carbons, etc.

(b) Office Boys, Messengers and Call Boys, or to other employees doing similar work.

(c) Employees performing manual work and requiring clerical ability.

### **2.5 Duties of Warehousemen Grade 3:**

(a) Will assign Warehouseman to ensure the prompt expedition and efficient handling and movement of merchandise.

(b) In particular to perform the following duties:

Checks merchandise against any type of waybill. Observes the general condition of the lading and the loading; noting all exceptions, makes a detailed report on appropriate forms.

Ensures that local freight be placed for delivery and tranship freight dispatched to correct outgoing car.

Ensures that "in bond" traffic is loaded to manifest points only.

Prepares Over Reports on freight checking over without billing.

Ensures that notations are made at transfer points on original waybills of any shortages, damages, or other exceptions.  
Ensures the proper handling of explosives and other dangerous articles in accordance with instructions.

Weights outgoing traffic at scale and ensures that proper weight is entered on billing, along with proper address.

Ensures that the scales are in good order at all times and immediately reports any exceptions to his/her superior.

Writes up transfer sheets on goods being transferred to, also checks and signs for transfers from connecting carriers.

Scrutinizes the dates on freight bills presented to them by private carters to ascertain storage charges, if applicable. Sorts waybills and traffic as required.

Operates power equipment.

(c) Performs duties of Warehouseman Grade 2, as necessary and other duties as assigned by Management.

## **2.6 Duties of Warehouseman Grade 2:**

Checks merchandise against any type of waybills.

Observes the general condition of the lading and the loading; noting all exceptions, makes a detailed report on appropriate forms.

Ensures that local freight be placed for delivery and tranship freight dispatched to correct outgoing car.

Ensures that "in bond" traffic is loaded to manifest points only.

Prepares Over Reports on freight checking over without billing.

Ensures that notations are made at transfer points on original waybills of any shortages, damages, or other exceptions.

Ensures the proper handling of explosives and other dangerous articles in accordance with instructions.

Weighs outgoing traffic at scale and ensures that proper weight is entered on billing, along with proper address.

Ensures that the scales are in good order at all times and immediately reports any exceptions to his/her superior.

Writes up transfer sheets on goods being transferred to, also checks and signs for transfers from connecting carriers.

Scrutinizes the dates on freight bills presented to them by private carters to ascertain storage charges, if applicable.

Sorts waybills and traffic as required. Operates power equipment.

Loads and unloads traffic to and from trains, cars spotted at the shed tracks, trucks and trailers, and to and from shed floor, working into and out of trucks or cars.

Stows traffic in cars in proper route sequence and ensures cars are properly blocked to eliminate damage to shipment enroute.

Coopers damaged traffic to be put in best possible appearance at time of delivery with suitable notation made on unloading record.

Ensures proper sealing of all cars and accurate records of all seals affixed or removed recorded in the seal book.

Performs above and such other duties as required by Warehouseman Grade 3, or by Management.

**2.7 Stockkeeper -  
GO Transit  
North Bay Main Stores  
North Bay Car Stores  
North Bay Mtce of Way Stores  
Englehart Stores  
North Bay Locomotive Stores  
Cochrane Stores**

(a) Receives, stores, issues, ships and replenishes supplies and material used in operation of Ontario Northland.

(b) In particular to perform the following duties:

Performs authorized functions necessary to receive, issue, and replenish material, either manually or electronically on a computer.

Identifies, verifies, and ensures the accuracy of shipments of material received from supplies, shops and other stores.

Conducts daily replenishment process for inventory, revises order quantities when required, creates and transmits requisitions to Purchasing.

Processes, issues and replenishes the Work Order satellite Stores.

Stores material in the appropriate stores location.

Maintains stock locations, identifies locations for new products, and inputs new stock item information.

Advises other departments when material is received.

Ensures WHMIS sheets are received for WHMIS materials.

Performs accurate counts of material received, issued, shipped and on hand.

Counts material identified on replenishment and inventory reports, investigates and adjusts incorrect quantities.

Issues required material to appropriate user according to requisition.

Picks material required by users. May have to use material handling equipment.

Packs and prepares materials for shipment. This includes completing all related forms such as labels, postal forms, waybills, placards, shipping documents, etc. This also includes ordering and billing railcars in and out of the Stores department.

Operates forklift or other material handling equipment to asset in loading/ unloading or moving materials and products, if required. Accurately completes, files, and updates all forms, records, reports and documents required for the Stores functions.

Ensures that respective work areas are clear and free of hazards at all times. This includes daily housekeeping duties.



May be required to work outdoors in all weather.

Note: The Locomotive Stockkeeper will reconcile issues from previous shifts. (Shifts outside of the hours of 8 to 4 - Monday to Friday)

## **2.8 Truck Drive/Machine Operator**

(a) Provides a daily pickup and delivery service using the Stores vehicle.

(b) In particular to perform the following duties:

Daily local pickup and delivery of mail and Ontario Northland materials and documents as per current schedule.

Local pickup and delivery of Stores material.

Local pickup of purchased items.

Local pick up and delivery of BPX to Station.

Operates computerized equipment if required.

Operates Stores department forklift and other material handling equipment when required.

Performs daily inspection of vehicle in order to ensure that it is in safe operating condition. Hazards are to be immediately identified to the Storekeeper for corrective action.

Out of town deliveries and pick-ups:

Requests for out of town deliveries will be considered through the Storekeeper on an emergency basis only.

The requests will be subject to availability of a vehicle and driver.

On a day when the driver has completed his/her normal shift, he/she will not be permitted to take a call to drive if it would involve a return trip of more than 400 kms. (Englehart being a 400 km round trip from North Bay.)

## **2.9 Storeperson - North Bay**

(a) Receives, stores, issues or ships supplies and material used in operation of Ontario Northland.

(b) In particular to perform the following duties:

Performs authorized functions necessary to receive, issue, and replenish material, either manually or electronically on a computer.

Identifies, verifies and ensures the accuracy of shipments of material received from suppliers, shops and other stores.

Stores material in the appropriate stores location.

Advises other departments when material is received, ships materials if required.

Ensures WHMIS sheets are received for WHMIS materials.

Performs accurate counts of materials received, issued, shipped or on hand.

Issues required material to appropriate users according to requisition. Picks material required by users. May have to use material handling equipment.

Fuelling of vehicles.

Packs and prepares materials for shipment. This includes completing all related forms such as labels, postal forms, waybills, placards, shipping documents, etc. This also includes ordering and billing railcars in and out of the Stores department.

Loads/unloads materials from or into railcars, trailers, and trucks. Installs strapping, bracing, or padding to prevent shifting or damage in transit, using appropriate equipment. This includes tank cars of diesel fuel.

Operates forklift or other material handling equipment for loading, unloading, or moving materials and products.

May be required to drive Stores vehicles to pick up and/or deliver material required.

Performs daily inspection of vehicles in order to ensure that they are in safe operating condition. Hazards are to be immediately reported to the Storekeeper for corrective action.

Accurately completes, files, and updates all forms, records, reports, and documents required for the Stores functions.

Ensures that respective work areas are clear and free of hazards at all times. This includes daily janitorial duties.

May be required to work outdoors in all weather

### **2.10 Train Messenger:**

An employee required to cover a given train service route and take complete charge of all traffic handled in a car or cars, assigned for express or express freight service in the train on which the employee operates. During this period of duty the employee may receive, check, protect, detrain or otherwise dispatch such traffic as is entrusted to his/her care, complete or make trip reports, bad order reports or short reports, waybills, abstracts and any other forms or records required in handling of traffic.

### **2.11 Train Messenger Helper:**

An employee required to cover a given train service route, working under the supervision and instruction of a Train Messenger. He/she will give such assistance as may be required to the Train Messenger during the performance of the latter's duties.

### **2.12 Train Value Guard:**

An employee required to cover a given train service route and assigned to the exclusive duties of guarding valuable traffic in transit.

### **2.13 Regular Combined Train Service and Station Position:**

An employee regularly required to perform a combination of Train Service duties and Station duties on a schedule basis. This shall not be construed to cover an employee working in a relief capacity.

### **2.14(a) Mutually agreed or mutual agreement:**

An agreement between the President of the Railway and the Local President/Unit Chairperson.

### **(b) Locally Agreed:**

An agreement between the local supervisory officer of the Railway and the Local President/Unit Chairperson.

All local agreements are to be in written form signed by the Manager of Purchasing, or Superintendent, with copies available to the Company and the Union and posted on the appropriate bulletin boards.

All local agreements must contain cancellation clauses with thirty (30) days written notice from either party.

### **2.15 Work Week**

The term "work week for regularly assigned, spare, and relief employees will mean the period between Sunday at 0001 hours to midnight on the immediate following Saturday.

(a) For regularly assigned employees - a week beginning on the first day on which the assignment is bulletined to work.

(b) For spare and relief employees - a period of seven (7) consecutive calendar days starting with Sunday.

**2.16** The use of the masculine gender in this Collective Agreement includes the feminine and vice versa.

## ARTICLE 3

### Seniority Groupings

**3.1** For the purpose of promotion and seniority, employees shall be grouped as follows:

- (a) Station, Freight Terminal, and Train Service Employees.
- (b) Stores Department Employees.

**3.2(a)** In instances of staff reduction, an employee in either group with a seniority date prior to October 14, 1988, if unable to claim a position in his/her own group at the station or terminal affected will be permitted to displace into the other group at that station or terminal transferring all seniority to the other group.

(b) Where an employee, with a seniority date prior to October 14, 1988, is permitted to displace into the other group at the station or terminal, he/she may, at the first opportunity, transfer back to originating group when a permanent full time vacancy occurs again, transferring all seniority to that group.

**NOTE:** The intent of this clause is to provide a one (1) time opportunity for employees to transfer back into their original group. This above clause will not serve to affect any maintenance of rate calculations provided for under the ESIMA agreement should the employee in receipt of incumbency rate declines the opportunity to transfer back to originating group when a permanent full time vacancy occurs again.

## ARTICLE 4

### Seniority Status and Lists

**4.1** Seniority lists will be posted in the respective Seniority Groups in January of each year. Such lists will show names, positions, and dates of last entry into the service in positions covered by this Schedule (due regard being had to the provisions of Articles 7.9, 7.10 and 7.11) from which date seniority will accumulate. The name of an employee shall be

placed on the seniority list immediately upon being employed on a position covered by this schedule. Copies of Seniority lists will be furnished to the Local President/Unit Chairperson.

**4.2** An employee will be considered on probation until he/she has completed sixty (60) days of actual work in the service of the Railway. If found unsuitable during such period, such employee will not be retained in the service.

**4.3** Protests in regard to seniority standing must be submitted in writing within sixty (60) days from the date seniority lists are posted. When proof of error is presented by an employee or his/her representative, such error will be corrected and when so corrected, the agreed upon seniority date shall be final. No change shall be made in the existing status of an employee unless concurred in writing by the Local President/Unit Chairperson.

**4.4** No change shall be made in the seniority date accredited an employee which has appeared on two (2) consecutive annual seniority lists, unless the seniority date appearing on such lists was protested in writing within the sixty (60) day period allowed for correctional purposes.

**4.5** An employee who, while filling a position under this Schedule, is promoted to a position covered by another wage agreement, may continue to fill such position for a continuous period of up to six (6) months without loss of seniority, but must return to his/her former position at, or prior to, the expiration of such six (6) months' period, or forfeit his/her seniority rights under this Agreement, provided he/she can hold work in his/her own seniority group.

**4.6** The foregoing Section shall not apply to an employee who, while holding seniority rights under another wage agreement, obtains employment and establishes seniority under this Schedule. If such an employee, while filling a position under this Schedule, exercises his/her seniority under the provisions of another wage agreement, his/her name will be dropped from the seniority list. An employee shall not be regarded as having exercised seniority rights when used for emergency service only.

**4.7(a)** When an employee is offered an official or excepted position with the Railway, its subsidiaries, the Railway Association of Canada, Canadian Freight Association or Express Traffic Association, it is not obligatory on him/her to accept. If he/she does so and an agreement is reached between him/her and the proper officer of the Railway, confirmed through the Local President/Unit Chairperson, he/she may retain rights to the position previously held for a period of six (6) months. If he/she remains in such official or excepted position beyond six (6) months, his/her previous position shall be bulletined at once, but he/she will be continued on the seniority list for the group from which promoted and shall continue to accumulate seniority.

**(b)** An employee released from excepted employment, as provided for in the second sentence of Article 4.7(a), may resume his/her former position or, merit and ability being sufficient, may exercise his/her seniority on any position in his/her group which was bulletined while he/she occupied such official or excepted position.

**(c)** An employee promoted to a permanent non-scheduled, official or excluded position subsequent to December 8, 1978, shall continue to accumulate seniority on the seniority list from which promoted for a period of two (2) consecutive years. Following this two (2) year period in such capacity, such employee shall no longer accumulate seniority but shall retain the seniority rights already accumulated up to the date of his or her promotion.

**(d)** When an employee is released from excepted employment under conditions other than provided for in the second sentence of Article 4.7(a), the following will apply:

- (i)** If he/she is released at his/her own request, he/she will be required to render thirty (30) days cumulative service as a spare employee before he/she is eligible to exercise full seniority rights in bidding on vacancies or newly created positions. Under no circumstances will such employee be allowed to displace any regularly assigned employee until he/she has been assigned by bulletin to a position other than a temporary position in his/her own group; or

(ii) If released at other than his/her own request, he/she may exercise his/her seniority rights to any position in his/her seniority group which he/she is qualified to fill. He/she must make his/her choice of position in writing within ten (10) calendar days from the date released from excepted employment.

(e) In all cases where an employee returns to a schedule position from an official or excepted position under this Article 4.7, he/she shall commence work on such position, or be available for duty if he/she only stands for spare work, within thirty (30) calendar days of release from excepted employment unless he/she can give a satisfactory reason for not doing so. Failing this, he/she shall forfeit his/her seniority, and his/her name shall be removed from the seniority list.

## **ARTICLE 5**

### **Bulletining and Filling Positions**

**5.1** Vacancies in permanent positions, temporary vacancies, newly created positions or seasonal positions, any of which are known to be of more than sixty (60) calendar days duration, shall be bulletined 3 calendar days and claimed by the senior qualified employees in the respective seniority groups within ten (10) days of such vacancies occurring, or new positions being established. Temporary vacancies or new positions of indefinite unknown duration, shall be bulletined to the system after the expiration of sixty (60) calendar days.

**5.2** When vacancies occur, new jobs are created or additional staff is required for an expected period of 60 calendar days or less, such vacancies or new positions shall be bulletined for 3 calendar days and claimed by the senior qualified employees in the respective seniority group at the terminal; the local committee to be consulted in each case. Terminal means: North Bay, Cochrane, etc. Applications from regularly assigned employees shall only be accepted when it is known the vacancy is for five (5) working days or more. Vacancies of less than 5 working days shall be filled by spare employees when available and if required.



**5.3** (a) Assigned employees filling positions under 5.2 shall be considered as temporarily assigned and on completion of such temporary positions shall return to their former assignments. He/she may, however, displace a junior employee on any other temporary assignment that was bulletined after they assumed the just completed assignment, before returning to his/her regularly assigned position.

(b) When other qualified employees are available, regularly assigned employees will not be allowed to commence work on a temporary vacancy and their regular assignment on the same day.

**5.4** The bulletin shall show location, principal duties of the position, rate of pay, hours of assignment, and if temporary, the approximate duration, and shall be posted for three (3) days in places accessible to all employees affected. Copies of all bulletins issued under this rule shall be furnished to the Local President/Unit Chairperson.

**5.5** Employees desiring such positions shall file their applications with the designated officer within that time, and the appointment, if made, shall be made within five (5) days thereafter.

**5.6** When the regularly assigned starting time of a permanent position is changed two (2) hours or more, or the rate of pay is decreased, or the assigned rest days are changed, or the principal duties are changed, the holder of such position shall have the right to vacate the position within seven (7) days from the effective date of such change, and exercise his / her seniority rights within the same group at his / her home terminal, the same as though the position were abolished. The employees affected thereby will exercise their seniority also within the same group at the terminal. Eventually, the junior employee within that function (at the same terminal) will fill the open vacancy. Such employees will not be considered as displaced within the meaning of the Article 7.

**5.7** An employee applying for a bulletined position may cancel his or her application any time prior to the closing date of

bulletin. Should the senior applicant or applicants withdraw; the remaining applicants will be considered without regard to withdrawn applications and without further bulletin.

**5.8** Applications may not be withdrawn after the closing date of bulletin, and the employee appointed to a bulletined position cannot bid in his/her former position until it again becomes vacant.

**5.9** Appointments shall be made by the supervisory officers based seniority, subject to Article 5.13.

**5.10** Bulletined positions may be filled temporarily pending the assignment of the successful applicant.

**5.11** Employees shall be permitted to assume positions to which appointed within fifteen (15) calendar days of the date of bulletin making the appointment and must assume such position within thirty (30) calendar days of such appointment or on completion of their present or subsequent, temporary assignments.

**5.12** Employees returning from vacation, illness or injury, or leave of absence shall resume their former positions respectively or may, immediately exercise their rights to any position bulletined during their absence, and employees displaced will be permitted to exercise their seniority in their former terminal seniority groups to any position they hold seniority on, other than a position just vacated where the employee has returned from injury or sick leave.

**5.13** An employee who is assigned to a position by bulletin will receive a full explanation of the duties of the position and must demonstrate his/her ability to perform the work within a reasonable probationary period up to thirty (30) working days, the length of time dependent upon the character of the work. Any extension of time beyond thirty (30) working days shall be locally arranged. Failing to demonstrate his/her ability to do the work he/she shall be returned to his/her former position without loss of seniority, and the employees so displaced will revert back to their former positions.

Should an employee be denied a position being claimed in the exercise of seniority, or should he/she fail to qualify during a trial period, he/she and his/her authorized representative will be entitled to receive an explanation in writing from the proper officer of the Company, including the reason for the decision rendered, which shall be subject to appeal in accordance with the grievance procedure.

**5.14** In the event that there is an unfilled vacancy for which there is no qualified applicant, the junior qualified employee at the station or terminal may be required to fill such position. The Company shall inform the President under whose jurisdiction the employee comes that this Article has been invoked. In such cases, the Company will arrange the training of another employee for the position so that the employee required to fill the position may be returned to his/her regular assignment as soon as practicable and shall be able to resume his/her former position after thirty (30) calendar days.

## **ARTICLE 6**

### **Vehicle Permit and Gate Pass**

**6.1** At no cost, employees working “off shifts” at the North Bay Crew Management Centre will be provided with vehicle permit and gate pass to the former North Bay Yard Office.

## **ARTICLE 7**

### **Staff Reduction and Recall to Service**

**7.1** In instances of staff reduction, not less than ten (10) working days’ advance notice will be given to regularly assigned employees whose positions are to be abolished, except in the event of a strike or work stoppage by employees in the railway industry, in which case, a shorter notice may be given. The

Local President/Unit Chairperson will be supplied with a copy of any notice in writing.

**7.2** An employee whose position is abolished or who is displaced from his/her permanent position, provided he/she is qualified to perform the work, may:

(a) displace a junior employee in his/her own seniority group on a temporary or permanent position, or

(b) after exhausting his/her seniority rights at his/her own station or terminal, he/she may elect to protect spare and relief work at his/her present station or terminal or any station or terminal at which he/she had previously been laid off or displaced. The number of employees protecting spare or relief work in any seniority group at any one point shall not exceed one such employee for every five (5) established positions.

An employee who does not elect option (b) and has exhausted all rights under option (a) shall be considered as laid off.

Such an employee shall forfeit his/her seniority if he/she does not notify the officer in charge and the Local President/Unit Chairperson, in writing, of his/her choice within ten (10) calendar days from the date of displacement or abolition of his/her position.

**7.3** An employee who has signified his/her intention to displace a junior employee shall forfeit his/her seniority and his/her name shall be removed from the seniority list if he/she fails or refuses to commence work on the regularly assigned position he/she has chosen within twenty (20) calendar days of making his/her choice, or within five (5) calendar days of exercising his/her seniority on a temporary assignment. An employee completing or being displaced from a temporary position may displace a junior employee on another temporary or permanent position for whose position he/she is qualified.

**7.4** An employee who has elected to remain available for spare work shall be removed from the seniority list if he/she fails to apply for a bulletined position for which qualified, or has previously worked at the station or terminal where that employee remained available for spare work, or if he/she refuses to report

for local work for which qualified, or has previously performed upon eight (8) hours notice to do so. This provision will also apply to an employee hired on a temporary basis.

**7.5** When an employee is on leave of absence or vacation at the time his/her position is abolished or he/she is displaced, the time limits specified in Article 7.3 will apply from the time he/she reports for duty.

**7.6** An employee who fails to comply with Articles 7.3 or 7.4 because of illness, or other cause for which leave of absence has been granted, shall not lose his/her seniority.

**7.7** An employee who has exercised his/her seniority in accordance with Article 7.2 will be given a full explanation of the duties of the position and necessary on-the-job training, up to fifteen (15) working days. Failing then to show the necessary qualifications for the position he/she has chosen, he/she will be required to vacate such position. He/she may again displace a junior employee. The employee he/she originally displaced and other employees displaced as a direct consequence, thereof, shall return to their former positions.

**7.8** In order that laid off employees may be informed when work is available for them, they shall keep the Director of Human Resources informed of their address - also the Local President/Unit Chairperson of the seniority group.

**7.9** A laid off employee shall, if qualified, be returned to the service in order of seniority when staff is increased or when vacancies occur in his/her seniority group.

**7.10** Laid off employees shall be given preference of employment in filling new positions or vacancies in other than their own seniority groups when no qualified laid off employees are available in such groups.

**7.11** A laid off employee who is employed elsewhere at the time he/she is notified to report for duty may, without loss of seniority, be allowed ninety (90) days in which to report providing:

- (a) that it is definitely known that the duration of the work will not exceed ninety (90) days.
- (b) that other laid off employees in the same seniority group are available.
- (c) that written application is made to his/her superior officer immediately on receipt of notification to resume duty, with copy to the Local President/Unit Chairperson.

**7.12** A laid off employee who fails to report for duty, or to give satisfactory reasons for not doing so within ten (10) days from date of notification, shall forfeit his/her seniority rights under this schedule, and his/her name shall be struck off the seniority list.

**7.13** Where written notice is given a laid off employee to return to work, a copy of such notice shall be forwarded to the Local President/Unit Chairperson.

## ARTICLE 8

### Rehabilitation

**8.1(a)** When mutually agreed, or so arranged by the ERTW Committee, an employee who has become unfit to follow his/her usual occupation may be placed in a position covered by this agreement which he/she is qualified to fill, notwithstanding that it may be necessary to displace a junior able-bodied employee to provide suitable employment for him/her.

**(b)** When this provision is invoked, every possible effort will be made to find suitable employment at the employee's work location before considering positions at other locations.

**(c)** An employee placed in another seniority group will accumulate seniority in such group only from the date he/she starts work therein.

**8.2(a)** Except as provided in Clause **(b)** hereof, an employee placed on a position under the provisions of this Article shall not be displaced by an able-bodied employee so long as he/she remains on such position. Should he/she subsequently recuperate, he/she shall be subject to displacement, in which case, he/she shall exercise his/her seniority rights in the seniority group where placed, or he/she may return to the group from which he/she came with his/her former seniority standing.

**(b)** An employee covered by Clause **(a)** hereof may be displaced by a senior employee who would otherwise be forced to relocate in order to hold work on the railway or be laid off.

**8.3** The Railway shall furnish the Local President/Unit Chairperson with full particulars of each case subject to Article 8.2 and 8.3 hereof prior to a permanent appointment being made.

## ARTICLE 9

### Training

**9.1** Employees shall be encouraged to learn the duties of other positions, and every opportunity shall be afforded them to learn the work of such position during the regular working hours when it will not unduly interfere with the performance of their regularly assigned duties.

The supervisory officer may, for this purpose, arrange with the interested employees to exchange positions for temporary periods without affecting the rates of pay of the employees concerned. The Local President/Unit Chairperson will be informed when employees exchange positions in accordance with this Article.

Where new or greater skills are required than already possessed by affected employees under the present methods of operation, such employee shall, at the expense of the Company, be given a reasonable period of time to acquire the skills necessitated by the new methods of operation. There shall be no reduction in wage rates during the training period of any such employee.

#### **9.2 Training During Normal Working Hours:**

An employee required by the Railway to take training during his/her normal working hours will be paid his/her regular rate of pay while in training.

#### **Training Outside Normal Working Hours:**

An employee required by the Company to take training outside his/her normal working hours will be compensated at his/her regular rate of pay while in training, except that on any day when the Company requires an employee to take training in addition to working his/her regular assignment, he/she shall be compensated for all such combined time, in excess of eight (8) hours, at punitive rates.



## **Voluntary Training:**

Where training facilities are provided by the Railway on a voluntary basis, an employee taking advantage of such training will not be compensated.

### **9.3 Training New Employees**

(a) New employees entering the service shall be subject to a minimum training period of ten (10) days during which time they will be carried on the payroll in addition to the regular staff. The training will be organized so as to expose the trainee to each shift.

(b) Such new employees who will subsequently be working in a relief situation on the same shift as other employees will undergo an additional seven (7) working days of training while actually working a position.

(c) The rate of pay for such new employees will be 75% of the regular rate of the position to be worked for three (3) days, or ten (10) days as the case may be.

(d) For each shift that the new employee is working at the 75% rate, an allowance of \$16.00 will be paid the employee on that shift responsible for giving guidance and instruction to him/her.

(e) The Company will provide training to employees in accordance with the Canadian Transportation of Goods Act.

## **ARTICLE 10**

### **Discipline and Grievances**

**10.1** No discrimination will be made in the employment, retention, or conditions of employment of employees because of membership or non-membership in labour organizations.

**10.2** No employee shall be disciplined, discharged, or have their employment terminated for any reason until he/she has had

a fair and impartial investigation and his/her responsibility established.

**10.3** Investigations in connection with alleged irregularities will be held as quickly as possible. An employee may be held out of service with pay pending the complete investigation and notice provided to the Local Chairperson. When an employee is not held out of service, the investigation will be held if practicable during his/her regular working hours. He/she will be given at least one (1) day's notice of the investigation and notified of the charges against him/her. This shall not be construed to mean that a proper officer of the Railway, who may be on the premises when the cause for investigation occurs, shall be prevented from making an immediate investigation. An employee will not be required to make statements on matters affecting the Agreement, Company working rules, policies, procedures, or compensation without the Local President/Unit Chairperson or authorized committee person present. The employee and the Local Union will be furnished with a copy of the statement. The decision will be rendered as quickly as possible but in any event not later than twenty-one (21) calendar days from the date the statement is taken from the employee being investigated. An employee will not be held out of service pending the rendering of a decision, except in the case of a dismissible offence.

Following that investigation, the Company will not be allowed to conduct the investigation anew into the circumstances of the initial investigation

**10.4** When discipline is recorded against an employee, he/she and the authorized Union representative will be notified in writing.

If the decision is considered unjust, an appeal may be made in writing within fourteen (14) calendar days of the advice of discipline. Appeals of suspension or dismissal shall be made directly to the President's office. Such appeal shall be considered part of the Grievance Procedure, and it will set forth the grounds upon which it is made. The hearing on appeal shall be granted and a decision rendered as quickly as possible. On request, the Local Chairperson shall be shown all evidence in the case.

**10.5** Should an employee be exonerated, he/she shall be paid at their regular rate of pay for any time lost, one (1) day for each twenty-four (24) hours, less any amount earned in other employment. If away from home, employees shall, on the production of receipts, be reimbursed reasonable expenses for travelling to and from the investigation.

(a) Any written reprimand, warning or caution, or the like, will be removed from the employee's record following a period of ten (10) months of discipline-free performance from the date of such written reprimand, warning or caution, or the like.

(b) Demerit marks will be removed from the employee's record following a period of twelve (12) months of discipline-free performance from the date of such demerit marks to a maximum of twenty (20) demerits. Suspension or the like will be removed from the employee's record following a period of twelve (12) months of discipline-free performance from the date of such suspension or the like.

(c) Discipline will be expunged from an employee's personnel record following a period of forty-eight (48) months of discipline-free performance.

### **Grievance Procedure**

**10.6** Should an employee subject to this Agreement believe he/she has been unjustly dealt with, or that any of the provisions of this Agreement have been violated, he/she shall within seven calendar days from the alleged unjust action, present the complaint to his/her immediate supervisor for adjustment.

#### **Step 1**

Failing satisfactory resolution of the complaint, the authorized local Union may, within 14 days, present the grievance in writing, on a form supplied by the Company, to the employee's supervisor, whose decision shall be rendered within seven calendar days.

## Step 2

Within 21 calendar days following receipt of the decision rendered under Step 1 the authorized Local Union Representative may appeal the decision in writing to the Operating Department senior official, whose decision must be rendered within 21 calendar days.

**10.7** Upon request from either party, reasonable effort will be made to have meetings within the allotted times.

**10.8** A grievance not progressed within the time limits specified shall be dropped and shall not be subject to further appeal. Where, in the case of a grievance based on only a time claim, a decision is not rendered by the designated officer of the Company at Steps 1 or 2 within the time limits specified in such steps, the time claim will be paid. Payment under such circumstances shall not constitute a precedent, or waiver of the contentions of the Company in that case or in respect of other similar claims.

**10.9** The time limits specified in Steps 1 and 2 may be extended by mutual agreement between the parties referred to in each step.

**10.10** All conferences between shop officials and authorized Local Union Representatives will be held by appointment and concluded during regular working hours without loss of earnings to committee representatives.

**10.11** The Company will not discriminate against any employee who, as authorized Local Union Representatives, from time to time, represent other employees and will grant them leave of absence and free transportation over the Company's lines when delegated to represent other employees.

**10.12** If an authorized Union Representative should consider that a provision of this Agreement has been violated, he/she may initiate a grievance, which shall be processed in accordance with the foregoing provisions of this Rule 34.

NOTE: Each party will notify the other of any changes in designated officers.

**10.13** The settlement of a grievance shall not under any circumstances involve retroactive pay beyond a period of sixty (60) calendar days prior to the date that such grievance was submitted at Step 1 of the grievance procedure.

**10.14** When a grievance concerning the interpretation or alleged violation of this agreement or supplemental agreements has not been settled at Step 2 of the grievance procedure, the Union or the Company may, within ten (10) calendar days from the date of the Company's decision at Step 2, request pre-arbitration meeting to be arranged through the Labour Relations Department.

**10.15** The meeting will be held not later than fourteen (14) calendar days following the receipt of the above request. If such meeting is not requested, the Union or the Company must notify the other party in writing within the time limit specified in Rule 10.11 of its intention to proceed directly to arbitration with the grievance. If a pre-arbitration meeting fails to resolve the matter, it will be regarded as proceeding directly to arbitration in accordance with the following provisions.

**10.16** When a grievance has been identified as proceeding to arbitration by either party, it must be scheduled for hearing with a sole arbitrator within sixty (60) calendar days of the notification to proceed to arbitration or following the date the parties were unable to resolve the matter at a pre-arbitration meeting. Failure to schedule the grievance for arbitration within such period will result in the matter being considered dropped and not subject to further appeal. The Union will provide the Director of Human Resources with a list of the three (3) arbitrators to have the matter heard. If the Company does not agree to any of the arbitrators, they will, within ten (10) calendar days, forward a list of three (3) arbitrators for the Union's consideration. If the Company fails to provide a list of arbitrators within the ten (10) calendar-day period, the Union will arrange to have the matter heard by the arbitrator of its choice.

**10.17** If the Union and the Company are unable to agree on the selection of a single arbitrator from among the three (3) names supplied by each party, the Federal Minister of Labour shall be requested to appoint an impartial arbitrator. The arbitrator shall

proceed as quickly as possible to determine the matter in dispute, and his/her decision shall be final and binding.

**10.18** A Joint Statement of Fact and Issue outlining the dispute and references to specific provision or provisions, if any, of the Collective Agreement allegedly violated, shall be jointly submitted to the arbitrator in advance of the date of the hearing. In the event the parties cannot agree upon such Joint Statement of Fact and Issue, each party shall submit a separate statement to the arbitrator in advance of the date of the hearing and shall, at the same time, give a copy of such statement to the other party.

**10.19** The hearing shall be held by the arbitrator in the office of the Railway unless otherwise mutually arranged, or unless the arbitrator deems it advisable because of special circumstances to hold the hearing elsewhere.

**10.20** At the hearing before the arbitrator, argument may be given orally and/or in writing, and each party may call such witnesses as it deems necessary.

**10.21** Each party shall respectively bear any expenses each has incurred in the presentation of the case to the arbitrator. The remuneration and expenses of the arbitrator shall be shared equally by the Company and the Union.

**10.22** The arbitrator shall not have jurisdiction to add to, subtract from, modify, rescind, or disregard any of the provisions of the Collective Agreement or Supplemental Agreements. Disputes arising out of proposed changes in rates of pay, work hours, and conditions of service, modifications or additions to this Collective Agreement are specifically excluded from the jurisdiction of the arbitrator. The arbitrator, however, in respect of a grievance involving a penalty, shall be entitled to modify such penalty as in the opinion of the arbitrator is just and equitable.

**10.23** Upon official notice, all reasonable arrangements will be made to permit the arbitrator to have access to the work place to view the disputed operations and to confer with the necessary witnesses.

**10.24** Both parties agree to furnish each other with copies of documented evidence reasonably anticipated to be used in the presentation of their prospective cases before the arbitrator.

The parties further agree to furnish each other with copies of reported and unreported arbitration awards and court decisions they intend to rely on at the hearings. Such documentation, awards and decisions will be furnished at least seven **(7)** days prior to the hearings. The purpose of this is to eliminate the element of surprise in relation to documented evidence and unreported arbitration awards and court decisions.

**10.25** Prior to the adjudication of final disposition of grievances by the highest designated authorities, as herein provided and while questions of grievances are pending, there will be neither a shutdown by the employer nor a suspension of work by the employees.

## **ARTICLE 11**

### **Free Transportation and Leave of Absence**

**11.1** Employees will be granted free rail transportation and leave of absence, without pay, to attend their meetings; such leave will not exceed two **(2)** days.

**11.2** Necessary leave of absence will be granted to employees' delegates to attend their convention. This privilege will only be granted provided the Railway is not thereby put to additional expense, and provided it does not interfere with the requirements of the service. Leave of absence to attend local meetings will be restricted to four **(4)** times per year.

**11.3** Members of the Local Grievance Committee shall be relieved when required for Committee work, and shall be furnished necessary transportation. **All** possible notice must be given to their superior officer so that the interests of the Railway will not suffer. Members of such Committee shall suffer no loss of pay, provided such leave does not involve additional expense to the Railway.

**11.4** The Company will continue to pay members of the Union while attending authorized Union business and the Company will bill the Union for reimbursement. Requests for leave, on the designated form, will be presented to the immediate supervisor at least three (3) days in advance.

**11.5(a)** At the discretion of the Railway, employees shall be granted leave of absence not to exceed six (6) months. Requests for leaves of absence must be made in writing, and a reply will be given in writing.

**(b)** A leave of absence granted under Article 11.4 (a) may be extended by application in writing to the proper officer in ample time to receive permission or refusal before the expiration of the leave, or absolute proof furnished as to bona fide sickness preventing return to duty.

**(c)** Should an employee fail to return to duty at the expiration of the authorized leave, an investigation shall be scheduled in accordance with Article 10.3.

**(d)** In instances where leaves of absence greater than three (3) days are granted, the Local Chairperson concerned will be informed.

**11.6** Leave of absence under this rule shall not be granted for the purpose of engaging in work outside the railway service, except in cases involving sickness or other exceptional circumstances, or when the subject of mutual agreement.

**11.7** Leave of absence under this rule shall be restricted to two (2) successive leaves, unless otherwise mutually agreed.

**11.8** 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 365 days in order to serve the period of incarceration. Such period of leave will not be credited towards accumulation of service.

**11.9** Upon submission of a certificate issued by a qualified health practitioner indicating that a family member has a serious medical condition and there is significant risk of death occurring within a period of twenty-six (26) weeks, an employee will be



entitled to take up to eight (8) weeks of unpaid leave in order to provide care and support to that specified family member.

NOTE – Family members will be defined as those contained in Article 23.

**11.10** Employees covered by this Agreement and those dependent upon them for support, will have free passenger rail transportation. This does not refer to special free transportation which may be issued to employees in train service on account of the necessary requirements of that service.

**11.11** The name of an employee on authorized leave of absence shall be continued on the seniority list for the group in which he/she has established seniority rights.

## **ARTICLE 12**

### **Hours of Service and Meal Period**

**12.1** Eight (8) consecutive hours' work (except as otherwise provided) exclusive of the meal period, shall constitute a day's work. (This clause not applicable to train service employees.)

**12.2** Employees may be assigned to work eight (8) consecutive hours and allowed twenty (20) minutes for lunch, with no deduction in pay.

**12.3(a)** Where the work is of an intermittent character, there being no work for periods of more than one (1) hour's duration for one (1) or more employees, and their services cannot otherwise be utilized, split shift assignments may be established by mutual agreement.

**(b)** Split shift assignments will be confined to not more than two (2) tours of duty within a spread of twelve (12) consecutive hours in any day with payment for not less than eight (8) hours within a period of twelve (12) consecutive hours. The spread of hours may be extended by mutual agreement to take care of exceptional conditions.

**NOTE:** This rule may be applied only to janitors, passenger station, and/or freight shed staffs. Split shift assignments must not be established until agreed to by the Local President/Unit Chairperson, or in the case of a dispute, until a decision has been rendered authorizing establishment.

**12.4** Where it has been the practice for monthly rated employees to work less than eight (8) hours per day, that practice shall be continued unless changed on account of conditions beyond the control of the Railway. It is understood that should the exigencies occasionally demand, employees working such reduced hours, may be required to work extra hours, and that the present practice shall be continued where employees working reduced hours are, to meet the requirements, regularly required to put in extra hours; but overtime shall not accrue until eight (8) hours service has been performed.

**12.5** Regularly assigned employees who report for duty on their regular assignments shall be permitted to complete their assignments unless they lay off of their own accord, in which even they shall be allowed actual time worked at pro rata rate, except as may be otherwise mutually arranged locally in respect of weekly rated employees.

**12.6** Employees will be allowed time in which to eat between the ending of the fourth (4<sup>th</sup>) hour and the beginning of the seventh (7<sup>th</sup>) hour after starting work, unless otherwise mutually arranged locally.

**12.7** The meal period shall not be less than thirty (30) minutes or more than one (1) hour, unless otherwise mutually arranged locally.

**12.8** Employees shall not be assigned a meal period between the hours of 10:00 p.m. and 6:00 a.m.

**12.9** If time in which to eat is not afforded within the allowed or agreed time limit, and is worked, such time shall be paid for at the overtime rate, and twenty (20) minutes for lunch, without deduction in pay, shall be afforded at the first opportunity.

**12.10** Regular assignments shall have a fixed starting time and the regular starting time shall not be changed without at least forty-eight (48) hours' notice to the employees affected. The starting time of an employee shall be the same on all days of the week, unless otherwise agreed upon locally.

**12.11** Spare employees called in to work, except to relieve on regular assignments, will be paid at pro rata rate with a minimum of four (4) hours for each time required to commence work; the meal period provided for in Article 12.6, not to be considered a break.

**12.12** Except in emergencies, spare employees shall not be called for duty in any seven (7) day period after they have completed forty (40) hours' work in such period.

## **ARTICLE 13**

### **Overtime and Calls**

**13.1** Subject to the provisions of Article 12.4, time worked by employees on regular assignments, continuous with, before or after the regularly assigned hours of duty shall be considered as overtime and shall be paid at one and one-half (1½) times the hourly rate of pay in minimum increments of fifteen (15) minutes. Every effort will be made to avoid the necessity for overtime; however, when conditions necessitate, employees will perform authorized overtime work as locally agreed in writing. An employee filling an established full-time position, required to work overtime for more than two (2) hours, continuous with completion of that employee's regular tour of eight (8) hours' duty will be allowed without deduction of pay, twenty (20) minutes in which to eat, immediately upon completion of two (2) hours' overtime.

**13.2** There shall be no overtime on overtime. Time worked in excess of forty (40) hours in a workweek shall be paid for at time and one-half (1½), but overtime hours paid for under Article 13.1 shall not be utilized in computing the forty (40) hours per week. However, up to eight (8) hours paid for on holidays or when changing shifts may be so utilized. In addition, time paid for as arbitraries or special allowances (e.g. attending court, deadheading, travel time) shall be utilized in computing overtime

when such payments apply during assigned working hours, or where such time is not included under existing articles in computations leading to overtime.

**13.3** Time worked in excess of the regularly assigned hours, due to changing shifts, shall be paid at hourly rates, if due to application of seniority rules or where such changes in shifts are locally arranged.

**13.4** Employees will not be required to suspend work during regular hours to absorb overtime.

**13.5** Overtime shall be worked only by direction of proper authority. Where advance authority is not obtainable, overtime will not be allowed unless claim is made to the proper officer within forty-eight **(48)** hours from the time service is performed.

**13.6** Regularly assigned employees notified or called to work, not continuous with, before or after their regular assigned hours, shall be allowed a minimum of three (3) hours at one and one-half **(1½)** times the hourly rate for three (3) hours' work or less. This does not apply to employees whose calls are cancelled before leaving home.

**13.7** The hourly rate for weekly rated employees is computed by dividing the weekly rate by forty **(40)**.

**13.8** Employees required to work on their assigned rest days shall be paid at one and one-half **(1½)** times their hourly rate with a minimum of three (3) hours for which three (3) hours service may be required, except

- (a) as otherwise provided under Article 14;
- (b) where such work is performed by an employee moving from one assignment to another in the application of seniority or as locally arranged.
- (c) where such work is performed by an employee moving to or from an extra, laid-off, or preferential list.

## 13.9 Overtime Banking

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

- \* The half time associated to overtime may be banked up to a total of twenty-four **(24)** hours per calendar year. This limit may be replenished throughout the year.
- \* Banked time must be taken in full increments or the employee may elect to receive the pay.
- \* Employees must have cleared or be scheduled to clear their hours account by December 15<sup>th</sup>. If the account is not cleared, then the employee will be paid the balance in cash.
- \* Payment will be based on the current rate of pay at the time the banked time is used.
- \* Time off must be requested in advance, unless bona fide illness. (Company will monitor)
- Time off will be subject to Company service requirements and no additional cost to the Company.
- \* Implementation of the Overtime Banking arrangement will be subject to the development of an appropriate computer system.

## ARTICLE 14

### Assigned Work Week and Rest Days

14.1(a) A workweek of forty **(40)** hours consisting of five (5) days of eight (8) hours each with two (2) rest days in each seven (7) is established subject to the following modifications.

(b) 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.

(c) The rest days shall be consecutive as far as is possible consistent with the establishment of regular relief assignments and the avoidance of working an employee on an assigned rest day. Preference shall be given to Saturday and Sunday and then Sunday and Monday. The workweeks may be staggered in accordance with the Railway's operational requirements. Days of service may, on seventy-two (72) hours' notice, be reassigned when necessary.

**14.2(a)** Employees required to work on their assigned rest days off duty shall be paid at one and one-half (1½) times the pro rata rate with a minimum of three (3) hours for which three (3) hours service may be required.

(b) Swing employees required to work on their assigned rest days shall be paid the overtime punitive rate of the position worked, but such rate shall not be less than applies to the lowest rated position to which they are assigned during their work week.

**14.3** In any dispute as to the necessity of departing from the pattern of two (2) 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 the operational requirements and that otherwise additional relief service or working an employee on an assigned rest day would be involved.

**14.4** On positions where it is not reasonably practicable to provide regular relief each week, the rest day or days for which relief is not provided, may be accumulated and granted at a later date. Such accumulation shall normally not exceed five (5) days, and rest days so accumulated shall normally be allowed consecutively when five (5) 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. Positions on which rest days are to be accumulated shall be so bulletined.

**14.5** In the event that a situation arises which makes it impracticable to assign consecutive rest days to all employees, the following procedure shall be observed:

(a) All possible regular relief positions shall be established pursuant to Article 14.6 hereof.

(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 14.4 hereof shall be considered.

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

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

(9) If after all the foregoing has been done there still remains service which can only be performed by requiring employees to work in excess of five (5) days per week, the number of regular assignments necessary to avoid this may be made with two (2) non-consecutive days off.

(g) The least desirable solution of the problem would be to work some regular employees on the sixth (6th) or seventh (7th) days at overtime rates and, thus, withhold work from additional relief employees.

**14.6(a)**All possible regular relief assignments with five (5) days' work per week and two (2) consecutive rest days (subject to Article 14.5 hereof) 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 under this Agreement.

(b) Where situations exist making it impracticable to establish relief assignments in accordance with the above, the officers of the Railway and the Local President/Unit Chairperson may, by mutual agreement, arrange for relief assignments on such other basis as may be suitable. Consent to such proposed arrangements shall not be unreasonably withheld in cases where

otherwise employees would be required to work on assigned rest days or unreasonable travel time would be involved.

**14.7** 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 employee or employees relieved.

**14.8** Where work is required by the Railway to be performed on a day which is not part of any assignment, it may be performed by an available spare or relief employee who will otherwise not have forty **(40)** hours of work that week.

## **ARTICLE 15**

### **Life Insurance Upon Retirement**

**15.1** An employee who retires from the service with a Company pension will be provided a \$7,000 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.

### **Continuation of Benefits on Retirement**

**15.2** Effective April 23, 2008 Health and Welfare benefits applicable to active employees will continue until age 65 for employees:

- a) Retiring with a Company pension and who have 15 years of continuous employment relationship, or
- b) Who qualify for a Disability Pension under Ontario Northland's Pension Plan.

NOTE: Employees who retired prior to April 23, 2008 will have continuation of benefits that were applicable upon his / her retirement date up to age 65.



## **Injured on Duty**

**15.3** 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 the employee receives Workers' Compensation benefits for the day of the injury, in which case, the employee will be paid the difference between such compensation and payment for the full shift.

### **Worker Compensation/Weekly Indemnity**

**15.4** 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.

## **ARTICLE 16**

### **Service Away from Headquarters**

**16.1** An employee who is regularly assigned to a position, the duties of which require him/her to be on the line from time to time, may be compensated at a monthly rate to cover all services rendered. Necessary actual expenses will be allowed while away from headquarters. This will also apply to employees relieving on such positions.

**16.2** Except as provided in Article 16.1 hereof, a regularly assigned employee required to perform service away from the station at which regularly employed will be compensated in accordance with the schedule rules applicable at the point at which such service is performed for the time actually worked, and unless sleeping accommodation is furnished or paid for by

the Railway, will be compensated at pro rata rate for the time occupied in travelling. The number of hours paid for to be not less than he/she would have earned on his/her regular assignment.

Necessary actual expenses will be allowed while away from headquarters.

**16.3** Where an automobile mileage allowance is paid, the Company's policy will apply.

## **ARTICLE 17**

### **Attending Court**

**17.1** An employee who is summoned for jury duty and is required to lose time from his/her assignment as a result thereof, shall be paid for actual time lost with a maximum of one (1) basic day's pay at the straight time rate of his/her position for each day lost, less the amount allowed him/her for jury duty for each such day excluding allowances paid by the court for meals, lodging, or transportation, subject to the following requirements and limitations:

**17.2** Any fee or mileage accruing shall be assigned to the Railway.

## **ARTICLE 17A**

### **Jury Duty**

**17A.1** 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 (1) 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 18**

### **Held for Investigation or Railway Business**

**18.1** Employees held for Railway investigations and no responsibility is attached to them in connection with the matter under investigation (i.e. not subject to discipline) or on Railway business on the order of the proper officer will, if required to lose time by reason thereof, be paid for time lost. If no time is lost, they will be paid from the time required to report until actually released at one and one-half (1½) times the pro rata rate, with a minimum of two (2) hours. Reasonable expenses for transportation, necessary meals, and lodging will be allowed by the Railway.

## **ARTICLE 19**

### **Relief Work and Preservation of Rates**

**19.1(a)** Employees temporarily assigned for one (1) hour or more, cumulative, in any one day, to higher rated positions, shall receive the higher rate while occupying such positions, due regard being had to apprentice or graded rates. Employees temporarily assigned to lower rated positions shall not have their rates reduced.

**(b)** A "temporary assignment" contemplates the fulfilment of the duties and responsibilities of the position during the time occupied. Assisting a higher rated employee due to a temporary increase in the volume of work does not constitute a temporary assignment.

**(c)** Clauses (a) and (b) shall not apply to monthly rated employees who are filling higher rated positions through higher rated employees being absent from duty with pay due to

sickness or similar cause, other than vacation.

**19.2** Employees engaged temporarily, or employees temporarily promoted, on account of employees being off duty without pay due to sickness or similar cause, or on vacation with pay, shall receive the schedule rate applicable to the position on which employed, due regard being had to apprentice or graded rates.

**19.3** The rates of pay for additional positions established shall be in conformity with the rates of pay for positions of similar kind or class at the agency or in the district where located.

**19.4** Established positions shall not be discontinued and new ones created covering relatively the same class of work for the purpose of reducing the rates of pay.

**19.5** No change shall be made in agreed classifications or basic rates of pay for individual positions unless warranted by changed conditions resulting in changes in the character of the duties or responsibilities. When changes in classifications and/or basic rates of pay are proposed, or when it is considered that a position is improperly classified or rated, the work of the positions affected will be reviewed and compared with the duties and responsibilities of comparable positions by the President (or his/her designated representative) and the Local President/Unit Chairperson, with the object of reaching agreement on revised classifications and/or rates to maintain uniformity for positions on which the duties and responsibilities are relatively the same.

**19.6(a)** Notwithstanding the provisions of Article 10.6 when a bona fide new job or position is to be established which cannot be properly placed in an existing classification by mutual agreement, Management will establish a classification and rate on a temporary basis.

(b) Written notification of the temporary rate and classification will be furnished to the Local President/Unit Chairperson.

(c) The new rate and classification shall be considered temporary for a period of sixty (60) calendar days following the date of notification to the Local President/Unit Chairperson.

During this period (but not thereafter), the Local President/Unit Chairperson may request the Railway to negotiate the rate for the classification. The negotiated rate, if higher than the temporary rate, shall be applied retroactively to the date of the establishment of the temporary classification and rate, except as otherwise mutually agreed. If no request has been made by the Union to negotiate the rate within the sixty (60) calendar day period, or if no grievance is filed within sixty (60) days from the date of notification to the Union or upon completion of negotiations, as the case may be, the temporary classification and rate shall become a part of the wage scale.

(d) If the Railway and the Union are unable to agree on a classification, and rate for the new job, the disputed rate and/or classification may be treated as a grievance. The grievance may be taken up at Step No. 3 of the grievance procedure, and if it is not resolved, it may be referred to an arbitrator under Article 10.

(e) It is specifically agreed that no arbitrator shall have the authority to alter or modify the existing classifications or wage rates, but he/she shall have the authority, subject to the provisions of this Agreement, to determine whether or not a new classification or wage rate has been set properly within the framework of the Railway's established classification and rate setting procedure.

## **ARTICLE 20**

### **Service Letters**

**20.1** Persons entering the service of the Railway will, within thirty (30) days from the date of employment, have returned to them all service cards and letters of recommendation which had been taken up for inspection by the Railway, except those addressed to or issued by the Railway.

**20.2** An employee who is dismissed or leaves the service of his/her own accord after giving due notice will, upon request, be given the usual certificate of service and will be paid as soon as possible.

## ARTICLE 21

### General Holidays

**21.1** An employee who qualifies in accordance with Article 21.2 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

Good Friday

Easter Monday *(Substitution for Remembrance Day)*

Victoria Day

St. Jean Baptiste Day *(Quebec only)*

Dominion Day *(Ontario only)*

Civic Holiday

Labour Day

Thanksgiving Day

Christmas Day

Boxing Day

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

**21.2** In order to qualify for pay for any one of the holidays specified in Article 21.1, an employee:

(a) must have been in the service of the Company and available for duty for at least thirty (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 qualifies for weekly sickness benefits because of illness on such holiday.

(c) must be entitled to wages for at least ten (10) shifts or tours of duty during the thirty (30) calendar days immediately preceding the general holiday, except that this does not apply to an employee regularly assigned to a weekly rated position. An employee regularly assigned to a weekly rated position must have performed compensated service in the pay period in which the holiday occurs. (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 leave will be included in determining the ten (10) shifts or tours of duty referred to in this Clause (c).

When work is required to be performed on a general holiday the Company will inform the Chairperson or authorized committee person which position(s) will be required. The employee(s) required to work will be assigned as locally arranged. If such local arrangement is not concluded prior to four (4) calendar days in advance of the general holiday, the Company will designate the employee(s) required to work these positions.

A regularly assigned employee who is required to work on such general holiday shall be given an advance notice of four (4) 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.

**21.3** A qualified employee whose vacation period coincides with any of the general holidays specified in Clause 10.2, shall receive an extra day's vacation with the pay to which the employee is entitled for that general holiday.

**21.4(a)** An assigned employee qualified under Article 21.1 and who is not required to work on a general holiday shall be paid

eight (8) hours' pay at the straight time rate of his/her regular assignment.

(b) An unassigned or spare employee qualified under Article 21.2 and who is not required to work on a general holiday shall be paid eight (8) hours' pay at the straight time rate applicable to the position in which such employee worked his/her last tour of duty prior to the general holiday.

**NOTE:** For weekly rated employees, "eight (8) hours' pay at the straight time rate" shall be deemed to be a day's pay as calculated according to Article 21.6.

(c) An employee qualified under Article 21.2 and who is required to work on a general holiday shall be paid, in addition to the pay provided in Section (1) of this Article 21.4, at a rate equal to one and one-half (1½) times his/her regular rate of wages for the actual hours worked by him/her on that holiday with a minimum of three (3) hours for which three (3) 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.

**21.5** Shifts or tours of duty commencing between 2400 hours on the eve of the general holiday and 2359 hours on the night of the general holiday, both times inclusive, shall be considered as work on that holiday.

**21.6** The daily rate of pay for weekly rated employees shall be the weekly rate divided by five (5).

## **ARTICLE 22**

### **Annual Vacations**

**22.1(a)** An employee who, at the beginning of the calendar year, is not qualified for vacation under Clause (b) hereof, shall be allowed one (1) working day's vacation with pay for each twenty-five (25) days' compensated service, or major portion thereof, during the preceding calendar year, with a maximum of ten (10)



working days until qualifying for further vacation under Clause (b) 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 three (3) years and has completed at least seven hundred and fifty (750) days of compensated service, shall have his/her vacation schedule on the basis of one (1) working day's vacation with pay for each sixteen and two-thirds (16-2/3) days of compensated service, or major portion thereof, during the preceding calendar year, with a maximum of fifteen (15) working days; in subsequent years, he/she will continue vacation entitlement on the foregoing basis until qualifying for additional vacation under Clause (c) hereof.

**Note (1)** An employee covered by Clause (b) hereof, will be entitled to vacation on the basis outlined therein if, on his/her fourth or subsequent service anniversary date, he/she achieves one thousand (1,000) days of 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 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 seven (7) years and has completed at least one thousand, seven hundred and fifty (1,750) days of compensated service, shall have his/her vacation schedule on the basis of one (1) working day's vacation with pay for each twelve and one-half (12%) days of compensated service, or major portion thereof during the preceding calendar year, with a maximum of twenty (20) working days; in subsequent years, he/she will continue vacation entitlement on the foregoing basis until qualifying for additional vacation under Clause (d) of this Section.

**Note (2)** An employee covered by Clause (c) hereof, will be entitled to vacation on the basis outlined therein if, on his/her eighth (8<sup>th</sup>) or subsequent service anniversary date he/she achieves two thousand (2,000) days of compensated service;

otherwise his/her vacation entitlement will be calculated as set out in Clause (b) hereof. Any vacation granted for which the employee does not subsequently qualify will be deducted from the employee's vacation entitlement in the next calendar year. If such employee 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 provisions of Note 3 below, an employee who, at the beginning of the calendar year, has maintained a continuous employment relationship for at least fifteen (15) years and has completed at least three thousand, seven hundred and fifty (3,750) days of compensated service, shall have his/her vacation scheduled on the basis of one (1) working day's vacation with pay for each ten (10) days of compensated service, or major portion thereof, during the preceding calendar year, with a maximum of twenty-five (25) working days; in subsequent years, he/she will continue vacation entitlement on the forgoing basis until qualifying for additional vacation under Clause (e).

**Note (3)** An employee covered by Clause (d) hereof will be entitled to vacation on the basis outlined therein if, on his/her sixteenth (16<sup>th</sup>) or subsequent service anniversary date he/she achieves four thousand (4,000) days of compensated service, otherwise his/her vacation entitlement will be calculated as set out in Clause (c) 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 the time of leaving.

(e) 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 twenty-five (25) years and has completed at least six thousand, two hundred and fifty (6,250) days of compensated service, shall have his/her vacation scheduled on the basis of one (1) working day's vacation with pay for each eight and one-thirds (8-1/3) days of compensated service or major portion thereof, during the preceding calendar year with a maximum of thirty (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 twenty-sixth (26<sup>th</sup>) or subsequent service anniversary date he/she achieves six thousand and five hundred (6,500) days of 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 the time of leaving.

**Note (5)** In the application of the thirty (30) working days vacation provisions the Company will have the option of:

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

(ii) splitting the vacation on the basis of twenty-five (25) working days vacation and five (5) working days vacation.

**22.2** A year's service is defined as two hundred and fifty (250) days of compensated service.

**22.3** 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 employees' scheduled dates, such vacation will be rescheduled as may be locally agreed.

**22.4** An employee who, due to sickness or injury, is unable to take or complete his/her annual vacation in that year shall have such vacation carried to the following year; however such vacation must be exhausted within 3 months after the employee returns to full duty (after ERTW). Arrangements to take vacation shall be exclusive of the normal vacation process. The Local Committee to be consulted.

**22.5** 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 fifteen (15) working days' advance notice of such rescheduling and will be paid at the rate of time and one-half ( $\frac{1}{2}$ ) 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 provision does not apply where rescheduling is a result of an employee exercising his/her seniority to a position covered by another vacation schedule.

**Note:** Under this provision, mileage-rated truck drivers will be paid at the rate of time and one-half ( $\frac{1}{2}$ ) times the mileage rate for payments made on that basis, and at time and one-half ( $\frac{1}{2}$ ) the straight time hourly rate for payments made on that basis.

**22.6** Vacation days shall be exclusive of the assigned rest days and legal holidays specified in Article 21.

**22.7** Days worked on any position covered by a similar vacation agreement will be counted as service for vacation purposes under this agreement.

**22.8** Provided an employee renders compensated working service in any calendar year, time off duty, account bona fide illness, injury, authorized pregnancy, parental or adoption leave, to attend committee meetings, called to court as a witness or for uncompensated jury duty, not exceeding a total of one hundred (100) days in any calendar year, shall be included in the computation of service in that year for vacation purposes.

**22.9** An employee will be compensated for vacation at the rate of pay he/she would have been filling during such vacation period. An employee not assigned to a permanent or temporary position or temporary vacancy at the commencement of his/her vacation period will be compensated at the rate of pay of the last position worked.

**22.10** 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 for in Article 22.1 and, if not granted, will be allowed pay in lieu thereof.

**22.11** 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.

**22.12** An individual who - (1) leaves the service of his/her own accord; (2) is dismissed for cause and not reinstated in his/her former seniority standing within two (2) years of date of such dismissal will, if subsequently returned to the service, be required to again qualify for vacation with pay as provided in Article 22.1 hereof.

**22.13** An employee who has become entitled to vacation with pay shall be granted such vacation within a twelve (12) month period immediately following the completion of the calendar year of employment in respect of which the employee became entitled to the vacation.

**22.14** Applications for annual vacations shall be filed prior to February 1<sup>st</sup> of each year stating first (1<sup>st</sup>) and second (2<sup>nd</sup>) choice.

**22.15** Applications filed prior to February 1<sup>st</sup>, insofar as it is practicable to do so, will be allotted vacation during the summer season, in order of seniority of the applicants, and unless locally arranged or failing such local arrangement authorized by the officer in charge, the vacation shall be continuous. Applicants will be advised in February of the dates allotted them, and unless otherwise locally arranged, employees must take their vacation at the time allotted.

**22.16** Unless locally 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 to be prescribed by the Railway.

**22.17** The officer in charge and the President or authorized committee person will, as far as practicable, make local arrangements to carry on the work while members of the staff

are on vacation, with the object of avoiding additional expense to the Railway, but if this is not practicable, employees engaged temporarily, or employees temporarily promoted from one position to another to provide vacation relief will, if definitely assigned to fulfil the duties and responsibilities of the higher rated position, be paid the schedule rate applicable to such position. Employees engaged temporarily, or employees temporarily promoted to a Clerk's position to assist in keeping up the work, will be paid not less than the minimum schedule rate for the Clerk's position on the staff on which employed. In the application of this rule, due regard will be given to apprentice or graded rates.

**22.18** Employees who exercise their seniority after vacation dates are allotted and transfer from the group to which assigned vacation dates were allotted will be required to take their vacation at a time as locally arranged.

### **22.19 Advance Vacation Payment**

Employees desiring an advance vacation payment must make application for same not later than five (5) weeks prior to commencing their vacation. The advance vacation payment shall be four percent (**4%**) of the employee's previous year's earnings, less an appropriate amount (approximately thirty percent (30%)) to cover standard deductions.

## **ARTICLE 23**

### **Bereavement Leave**

**23.1** Upon the death of an employee's spouse, child, or parent, the employee shall be entitled to five (5) days' bereavement leave without loss of pay provided he/she has not less than three (3) months' cumulative compensated service.

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

entitled to three (3) days' bereavement leave without loss of pay provided he/she has not less than three (3) month's cumulative compensated service.

**23.2** 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.

**23.3** 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 (same or opposite sex) 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 (same or opposite sex) 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; this will apply to an individual of the same sex.

## **ARTICLE 24**

### **Health and Welfare**

#### **24.1 Employee Benefit Plan**

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

#### **24.2 Dental Plan for Employees of Ontario Northland Railway**

The Dental Plan shall be that Plan established by the Dental Plan Agreement dated November 30, 1979, as revised, amended, or superseded by any Agreement to which the parties to this Collective Agreement are signatories.

## **ARTICLE 25**

### **Deduction of Union Dues**

**25.1** The Railway shall deduct on the payroll for the past pay period of each month from 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 CAW – Canada, subject to the conditions and exceptions set forth hereunder.

**25.2** The amount to be deducted shall be equivalent to the uniform, regular dues payment of the CAW – Canada, and shall not include initiation fees or special assessments. The amount to be deducted shall not be changed during the term of the Agreement excepting to conform with a change in the amount of regular dues of the Union in accordance with its constitutional provisions. The provisions of this Article shall be applicable to the Union on receipt of the Railway of notice in writing from the Local Union of the amount of regular monthly dues.

**25.3** Employees filling positions of a supervisory or confidential nature not subject to all the rules of the Agreement, as may be mutually agreed between the designated officers of the Railway and of the Local Union, shall be excepted from dues deduction.

**25.4** Membership in the CAW - Canada signatory hereto shall be available to any employee eligible under the constitution of the Union on payment of the initiation or reinstatement fees uniformly required of all other such applicants by the local or division concerned. Membership shall not be denied for reasons of race, national origin, colour, or religion.

**25.5** Deductions shall commence on the payroll for the last pay period of the calendar month following completion of thirty



(30) calendar days after date of first service in a position subject to this Agreement.

**25.6** If the wages of an employee payable on the payroll for the last pay period of any month are insufficient to permit the deduction of the full amount of dues, no such deduction shall be made from the wages of such employee by the 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.

**25.7** Employees filling positions coming within the scope of more than one (1) wage agreement, in the pay period in which deduction is made, shall have dues deducted from 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.

**25.8** Only payroll deductions now or hereafter required by law, deduction 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.

**25.9(a)** The amounts of dues so deducted from wages accompanied by a statement of deductions from individuals which will include their names, addresses, and telephone numbers shall be remitted by the Railway to the Local Union Financial Secretary, not later than forty (40) calendar days following the pay period in which the deductions are made.

**(b)** The Company will also supply a list of those members who did not have Union dues deducted and the reason why no deduction was made.

**25.10** The Railway shall not be responsible financially or otherwise, either to the CAW - Canada 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 Local Union, 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 amounts payable to the designated officer or officers of the Local Union.

**25.11** The question of what, if any, compensation shall be paid to the Railway by the Union signatory hereto in recognition of services performed under this Article shall be left in abeyance subject to reconsideration at the request of either party on fifteen (15) days' notice in writing.

**25.12** In the event of any action at law against the parties hereto or either of them resulting from any deduction or deductions from payrolls made or to be made by the Railway pursuant to Article 25.1, 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 Union counsel fees are incurred, these shall be borne by the Union. Save as aforesaid, the Union shall indemnify, and save harmless the Railway from any losses, damages, costs, liability, or expenses suffered or sustained by it as a result of any such deduction or deductions from payrolls.

**25.13** Upon presentation of appropriate authorization, the Company agrees to deduct the Retired Workers dues associated to the CAW Retired Workers Chapter. Such dues will be deducted and forwarded to the Union in the same fashion as the regular dues as set out in Article 44. The Union shall advise the Company in writing the level of such dues.

## **ARTICLE 26**

### **Employment Security and Income Maintenance Plan**

**26.1** The provisions of the current supplemental governing the Employment Security and Income Maintenance Plan will apply to all permanent and spare employees covered by this agreement.

**26.2** For the purposes of the said Supplemental Agreement, "basic seniority territory" shall be deemed to be as follows:

All points except Moosonee - System except Moosonee and Calstock

Moosonee- System

The foregoing is subject to the qualifications respecting Groups (a) and (b) contained in Article 7.2.

## **ARTICLE 27**

### **Train Service Employees**

In the event that train service is restored, the Article governing train service employees will be reinstated.

## **ARTICLE 28**

### **General**

**28.1** At points, or in departments where five (5) or more employees covered by this schedule are employed, it will be permissible for notices of interest to said employees to be posted. The notice board shall be supplied by the employees and shall be in keeping with the general furnishings.

**28.2** Employees transferred by direction of the management to positions which necessitate a change of residence will receive free transportation for themselves, dependent members of their families, and household goods in accordance with railway regulations, and will suffer no loss of time in consequence thereof, such loss of time not to exceed three (3) days, unless otherwise specially arranged.

**28.3** Employees exercising seniority rights to positions which necessitate a change of residence will receive free transportation

for themselves, dependent members of their families, and household goods in accordance with railway regulations.

**28.4** The settlement of a dispute shall not, under any circumstances, involve retroactive pay beyond a period of sixty (60) days prior to the date that such grievance was submitted in writing by the employee.

**28.5** Swing employees appointed to relieve others on rest days will not be assigned to work two (2) shifts in succession without a rest period between shifts.

**28.6** Employees will be paid every other Thursday during their regular working hours. When a pay day falls on a general holiday, employees will be paid on the preceding business day. When pay day falls on one of an employee's assigned rest days off duty, he/she will be paid on the preceding day if it is possible to do so.

**28.7** Coveralls will be provided at no cost to employees at the discretion of the Manager Purchasing. An employee required to wear uniform clothing, will be supplied with same as well as subsequent essential replacements, free of charge. When uniform clothing is so supplied to an employee, he/she will be held responsible for protection against loss, also maintenance of same in a clean, neat, and repaired condition. Any employee who has been supplied with uniform clothing will be required upon leaving the service or when so requested by an authorized representative of the Railway to return without delay, the last issue of such articles of clothing, or assume the cost thereof.

**28.8** When an employee is short paid \$20.00 or more, on request, a cheque will be issued as soon as possible to cover the shortage.

**28.9** When an employee is forced to relocate to another station or terminal as a result of a job abolishment, except a job abolishment covered by the Job Security Supplemental Agreement, he/she shall be allowed up to three (3) working days' leave in which to move, without loss of basic pay, provided he/she qualifies as follows:

- (a) He/she must have been in the service of the Company for at least five (5) years.
- (b) He/she must have exhausted his/her seniority rights at his/her own station or terminal, and
- (c) He/she must occupy unfurnished living accommodation.

## **ARTICLE 29**

### **Spare Employees**

**29.1** Spare employees will be hired by the respective departments and placed on either the "A" list or "B" list as the case may be.

**29.2** Terminal Support Workers (TSW) will be established under the following provisions:

- TSW to be scheduled eighty (80) hours in a two (2) week pay period.
- Tentative work week to be posted weekly.
- Rest days to be assigned on schedule and if cancelled, must be consecutive in following week.
- 16 hours notice required to reschedule assignment.
- Known unprotected daily/weekly vacancies may be assigned to TSW as part of their scheduled hours.

## **ARTICLE 30**

### **Students**

**30.1** The following provisions govern the use of post secondary students:

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

(b) See Article 32 for the rate of pay for students.

(c) Students will only be hired under this Article during the period May 1<sup>st</sup> to September 15<sup>th</sup>. 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.

### Article 31

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## ARTICLE 32

### 32.1 Rates of Pay

#### Weekly Effective

Rate Group	Jan. 1/08 3%	Jan. 1/09 3%	Jan. 1/10 3%
1	-	-	-
2	-	-	-
3	\$788.75	\$812.42	\$836.79
4	\$818.18	\$842.73	\$868.01
5	\$827.37	\$852.19	\$877.75
6	\$837.01	\$862.12	\$887.98
7	\$846.70	\$872.10	\$898.27
8	\$856.34	\$882.03	\$908.49
*9A	\$860.45	\$886.27	\$912.85
*9B	\$878.64	\$905.00	\$932.15
10	\$863.51	\$889.42	\$916.10
11	\$867.74	\$893.78	\$920.59
12	\$874.93	\$901.18	\$928.22
13	\$882.31	\$908.78	\$936.04
*14A	\$885.25	\$911.81	\$939.17
*14B	\$904.03	\$931.15	\$959.09
15	\$922.75	\$950.43	\$978.94
*16A	\$911.01	\$938.34	\$966.50
*16B	\$929.45	\$957.33	\$986.05
17	\$947.47	\$975.89	\$1,005.17
<b>Hourly</b>			
*A	\$20.85	\$21.47	\$22.12
*B	\$20.50	\$21.11	\$21.75
Student	\$10.55	\$10.87	\$11.19

## 32.2 Rate Groupings

Rate Group	Classification
3	Janitor R Assistant R
4	Clerk-Stenographer E
5	Checker R
6	Scaleman R Baggageman-Janitor R
7	Baggagemen R Checker-Baggageman R Truck Driver-Machine Operator
8	Car Clerk R Warehouseman No. 2E
9	General Clerk E General Clerk-Stations R Clerk Cashier E Interchange Clerk-Cochrane R Warehouseman No.2 Driver E
10	Motorman E
11	Yard Clerk R Asst. Cashier E Warehouseman No. 3E Storesperson
12	Cashier R & E
13	Stockkeeper-M. of W. S Stockkeeper-Car Complex S
14	Bill and Train Clerk R Tranship Foreman R General Clerk-Yard Offices R



15	Day Chief Yard Clerk-Cochrane R Night Chief Yard Clerk-Cochrane R
16	Senior Clerk R or E <b>Asst.</b> Chief Clerk-Yard North Bay R
16A	Stockkeeper-Diesels S
16B + 5%	Lead Hand Rate (Moosonee only)
17	CMC and CSU Clerks

**Hourly Rates**

A Tranship R

R - Rail Services

E - Express Services

S - Stores

**List of Classifications**

**EXPRESS SERVICES**

<b><u>Classification</u></b>	<b><u>Rate Group</u></b>
Foreman	Excepted
Senior Clerk	16
Cashier	12
Assistant Cashier	11
Clerk-Cashier	9
General Clerk	9
Clerk-Stenographer	4
Motorman	10
Warehouseman No. 3	11
No. 2 Driver	9
No. 2	8
No. 3 Motorman	11
No. 3 Cashier	12

## List of Classifications

### RAIL SERVICES

<u>Location</u>	<u>Classification</u>	<u>Rate Group</u>
North Bay	Chief Yard Clerk	Excepted
	Asst.Chief Yard Clerk	16B
	Bill and Train Clerk	14B
	Interchange Clerk	14B
	General Clerk	14B
	Checker	5B
	Janitor	3
	Transhipman	B
Englehart	General Clerk	14B
	Janitor	3
Rouyn-Noranda	Senior Clerk	16A
	General Clerk	9B
Iroquois Falls	Senior Clerk	16A
Timmins	Car Clerk	8
Cochrane	Day Chief Clerk	15B
	Night Chief Clerk	15B
	General Clerk	9B
	Baggagemen- Janitor	7
Storesperson		11
Stockkeeper- Car		13
Stockkeeper- Maintenance of Way		13
Stockkeeper- Englehart		13
Stockkeeper- Cochrane		13
Stockkeeper- Locomotive		16
Truck Driver		7

**32.3** Excepted positions as follows will be filled from the seniority roster covering employees under this Agreement:

Chief Yard Clerk	North Bay
General Foreman	Stores (presently Storekeeper)
Track Material Foreman	Stores
Foreman	Express Services

**32.4** Effective on ratification 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.

**32.5** Effective within one (1) month of contract ratification, all employees will be required to enroll in mandatory direct deposit.

### **Leading Hand**

**32.6** When vacancies occur in positions such as a leading hand, employees from the respective department will be appointed in seniority and the Local Chairperson shall be consulted before any appointment is made. Unless otherwise provided for in this Agreement or agreed between the parties, Leadhand rate of pay will be the employee's current rate plus a \$0.50 premium.

### **Duties and Responsibilities of Leading Hands**

**32.7** An employee, having necessary qualifications and experience in his/her department, to be able to direct and supervise the work of a group of employees under the supervision of a recognized assistant supervisor or departmental supervisor.

The duties of such leading hands are: to carry out instructions of his/her immediate supervisor as to work procedures on the tasks involved; supervise tools and other equipment for the gang under him/her if any are so assigned; assist his/her immediate supervisor in the organizing and seeing that equipment is made available for the work handled; and where necessary and practicable, assist in the preparation of time sheets for the approval of supervising assistant supervisor or supervisor. In other words, the responsibility of a leading hand is exclusively confined to the work involved in his/her gang as a leader, and not as a supervisory officer in charge of a department. Nor does he/she report job failure or actions for which discipline could result.

## **ARTICLE 33**

### **Printing of Agreement**

**33.1** Within sixty (60) calendar days of signing the Master Agreement, the Company will undertake the responsibility for the printing of the collective agreement.

## **ARTICLE 34**

### **Duration of Agreement**

Except as otherwise indicated, the provisions of this Agreement become effective on the date the Agreement is signed and supersedes all previous agreements, rulings, and interpretations which are in conflict therewith. The Agreement as amended will remain in effect until December 31, 2010 and thereafter until revised or superseded subject to four months notice by either party at any time after August 31, 2010.

Signed at North Bay, Ontario this 23rd day of April, 2008

For ONTC:

S. Carmichael  
President

For the Unions:

B. Kelly  
President  
CAW Local 103

V. Kennedy  
CAW Local 103

S. Caverly  
CAW Local 103

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

## Letters of Understanding

October 18, 1978

8320-7

Mr. T.N. Stol  
Representative,  
Canadian Brotherhood of Railway,  
Transport and General Workers,  
Suite 607, 15 Gervais Drive  
Don Mills, Ontario

Dear Mr. Stol:

During the present Article III negotiations concerning the "Clerks and Other Classes" Agreement you once again requested that the words "other duties as assigned" on job bulletins be replaced by the words "other related duties".

In order to dispose of this item, the parties agreed as follows:

- (1) For the term of the next agreement, job bulletins will show PRINCIPAL DUTIES only and will not include the words "other duties as assigned" or "other related duties".
- (2) It is understood that this revised procedure does not mean a change in practice or past understandings. Employees will still be required to perform tasks related to their positions or tasks of lower rated positions as instructed by their supervisors.
- (3) If no problems are encountered during the term of the next agreement, the revised procedure and understandings will continue to be used thereafter.

If you agree with the above understanding will you please so indicate in the space provided hereon and return one copy of this letter for our files.

Yours very truly,

F.S. Clifford  
General Manager

I Agree: T.N. Stol  
Representative

North Bay, Ontario

April 26, 1982

8000-51G

Mr. A. Passaretti  
Vice-president  
Brotherhood of Maint.  
of Way Employees  
Suite 1  
1708 Bank Street  
Ottawa, Ontario K1V 7Y6

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

Mr. J.E. Platt  
Vice-president  
Brotherhood of Railroad  
Signalmen  
130 Slater Street  
Ottawa, Ontario  
K1P 5H6

Mr. R.C. Smith  
National Vice-president  
Brotherhood of Railway  
Airline and Steamship  
Clerks  
2085 Union Avenue  
Suite 690  
Montreal, Quebec  
H3A 2C3

Dear Sirs:

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

This letter will confirm our understanding that, in such circumstances, the proper officer of the Company and the General Chairman of the Union concerned will meet to see if arrangements can be made to provide employment to the employee concerned within the bargaining unit. The parties may by mutual agreement, place a disabled employee on a position that his/her qualifications and ability allow him/her to perform, notwithstanding that it may be necessary to displace an able-bodied employee in the bargaining unit so as to provide suitable employment. The permanently assigned employee so displaced

will be allowed to exercise seniority onto a position within the bargaining unit that he/she is qualified for and has the ability to perform.

A disabled employee placed on a position shall not be displaced by an able-bodied employee so long as he/she remains on that position except when a senior employee is otherwise unable to hold a position within his/her seniority group.

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

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

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

Yours truly,

P.A. Dymont  
General Manager

I Concur:

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

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

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

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



North Bay, Ontario  
May 22, 1985

Mr. J.D. Hunter  
Chairman,  
Associated Non-operating Railway Unions  
Negotiating Committee  
2300 Carling Avenue  
Ottawa, Ontario 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<sup>st</sup> 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 thirty (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/her 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/her promptly. If he/she requests a meeting to discuss such contracting out, it will be arranged at a mutually acceptable time and place.

Where a Union contends that the Company has contracted out work contrary to the foregoing, the Union may progress a grievance by using the grievance procedure which would apply if this were a grievance under the collective agreement. Such grievance shall commence at Step 2 of the grievance procedure, the Union officer submitting the facts on which the Union relies to support its contention. Any such grievance must be submitted within 30 days from the alleged non-compliance.

Yours truly,

**P.A. Dyment**  
General Manager

**Local Agreement**

**between**

**ONTARIO NORTHLAND TRANSPORTATION COMMISSION**

**AND**

**C.A.W. LOCALS 4037 AND 4040**

**RE: Floating Vacations Days**

An employee may apply to take a portion of his/her vacation on a floating basis - for

10 - 30 days' vacation may float 5 days.

The employee must give 48 hours' notice to proper authority when taking a floating day.

**RE: Short Term LOA**

Employee should give at least 48 hours' notice in writing in proper authority.

**Note:** For the above (floating and LOA)

If alternate coverage of shift is not possible, employee will be required to work.

This Agreement becomes effective January 1, 1996 and may be terminated by either party with 90 days written notice.

Signed at North Bay, Ontario this 17th day of May, 1995

For the Company:

For the Union:

John L. Thib  
Supt. Train Operations

Des Sasseville  
Local Chairperson

Gary L. Dokis  
Manager Purchasing

Malcolm Kerr  
Local Chairperson

## LETTER OF AGREEMENT

May 17, 1995

Ms. M. Lesperance  
Representative  
C.A.W.  
205 Placer Court, North York  
Willowdale ON M2H 3H9

Dear Ms. Lesperance:

RE: Fuelling of Buses

We are in agreement with employees of the Bus Department fuelling buses in the evening and on weekends as per previous arrangements, but now they will be fuelled on Company property at the Stores Department.

However, the Union will not be responsible for any errors or shortages in the fuel count when other bargaining unit employees are using the fuelling equipment.

In the event the Company puts a night or weekend shift in the Stores Department in the future, this work will return to the CAW jurisdiction. Furthermore, should this fuelling develop into full time work, the Company will recognize the Union as having jurisdiction over this work and it will be returned to the CAW bargaining unit.

If you are in agreement with the above, please sign and return the original to my office forthwith.

Yours truly,

G. Dokis  
Manager Purchasing

I Concur: Marilyn Lesperance

cc: Mr. J. D. Knox  
Mr. M. Restoule  
Mr. D. J. Mills, Trainsmaster & Rules Instructor  
Mr. J. S. Mainville, Rlvg. Trainmaster

November 30, 1998

8305-9

Mr. Scott Caverly  
Unit Chairperson  
CAW Local 103

Dear Scott:

This letter is with reference to and to clarify the letter of September 23, 1997 regarding the abolishment of a spare position. The intention of that letter was not to continue the spare board by hiring new employees nor was it the intention to bar anyone from declaring for the spare board in the case of job reductions.

Yours truly,

Gary Dokis  
Manager Purchasing

cc: Mike Restoule  
Manager Labour Relations

**LOCAL AGREEMENT BETWEEN CAW LOCAL 103 AND  
ONTARIO NORTHLAND TRANSPORTATION COMMISSION  
AFFECTING EMPLOYEES IN THE NORTH BAY YARD  
OFFICE**

TEMPORARY VACANCIES OF ~~LESS~~ THAN FIVE DAYS

If a vacancy that is known to be for less than five days or a vacancy of unknown duration occurs, the staff actually scheduled to work during the eight hour period of the vacancy will move up if they so desire. If necessary the junior qualified employee will be required to protect an unfilled vacancy. Employees on afternoon or night shifts will be given the opportunity of working the resulting vacancy before a spare man is called but a day shift employee cannot move to an afternoon or night shift. Employees who move up initially must move up on their successive working days for the duration of the temporary period. This provision will not restrict employees from claiming vacancies of five days or more under Article 5.5.

INTERPRETATION CONCERNING VACANCIES OF FIVE  
DAYS OR MORE

When an employee claims a known vacancy of five days or more, that employee must stay on such vacancy until its completion unless he/she is successful applicant for a new subsequent vacancy.

An employee moving on a temporary vacancy who does not bid on a subsequent new vacancy will not thereafter be entitled to displace on that vacancy. An employee has the choice of completing a vacancy or moving to the new vacancy.

An employee moving from one temporary vacancy to a new temporary vacancy must, on completion of the second or subsequent vacancy return to his/her previously vacated vacancy before returning to his/her regular assignment. A temporary vacancy will be considered completed on the last assigned working day prior to the anticipated return of the regular employee or termination of the temporary position.

When an employee moves from one temporary vacancy to another before completion of the first vacancy, the resulting vacancy will be considered a continuation of the original vacancy and will be filled in the same manner as the original vacancy.

LEAVE FROM WORK

Employees who request incidental leave for any reason, must do **so** at least 24 hours before the commencement of their shift except in cases of bona fide sickness or injury when the request must be made at least 3 hours prior to the commencement of shift if possible.

Employees who are returning from incidental leave or sickness will give as much advance notice as possible that they are ready for duty but such notice shall not be less than three hours prior to the commencement of their shift.

Signed at North Bay, Ontario this 24th day of July, 1986.

For CAW Local 103:

For the Company:

Scott Caverly  
Local Chairperson

P. R. Harris  
Assistant Superintendent

## **Notice to Supervisors**

### **RE: Access to stores during off-shifts**

Gentlemen:

With the implementation of electronic 615's combined with our new work order information management system, a reminder regarding access to stores and inventory control seems appropriate.

As in the past, concerns continue to revolve around access to stores and providing proper documentation for materials received during the off shift. Although the electronic 615's and work orders will address some documentation concerns, notification must still be provided to the storekeeper to identify that these materials were actually received and the order is complete. To accomplish this I would ask that Supervisors initial the appropriate documentation such as work orders, pick slip, or 615 to identify materials received. This procedure will improve inventory control and increase the accuracy of replenishment reports to ensure sufficient inventory is on hand at our facility to perform maintenance and contract work.

Let this letter serve as a reminder and notice that obtaining parts/materials from the Diesel shop stores, during the off shift, is the responsibility of the supervisor, including the initialing of any appropriate documentation.

Trevor Prescott  
Superintendent  
Equipment Maintenance



November 3, 1999

Mr. Bob Duguard  
Storekeeper  
Ontario Northland  
North Bay, Ontario

Re: Satellite Stores within the Mechanical Department

This letter is to inform you that the mechanical department only requires the make up of three satellite stores. The locations would be the diesel shop (DS2), car shop (CS2) and the wheel shop (WS2). In order for the Maintenance Information System to work properly, these three satellite stores will be the only one required. The inventory of these stores will be kept solely for parts required at that location and used frequently. The number of parts will be kept to a minimum since our intent is not to have the shop area become a storage area for parts.

Randy Evers  
Supervisor  
Production Planning Systems

## Letter of Understanding

January 20, 2003

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

**Mr. R. Marleau**  
Chief Steward  
United 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

## **STATEMENT OF COMMITMENT**

### **Early Return to Work**

The Canadian Auto Workers Local 103 and Management of the I Department care about the well being of their members and employees. We each acknowledge that employees who become disabled want to return to work as soon as possible and the sooner and employee returns to work the sooner they are more likely to fully recover. As a consequence, the parties have jointly taken this pro-active approach and developed the attached ERTW program which is consistent with Company policy 6-P and CAW Wage Agreements, to accommodate Department employees who become disabled.

S. Carmichael  
for Ontario Northland

Brian Kelly  
for CAW Local 103

### **Early Return to Work**

The purpose of an early return to work program is to return the employee to their regular assignment as soon as possible. Early return to work is a program which enables employees to return to work before they have fully recovered from an injury or illness and who are expected to be able to return to their regular assignment, to return to work. The accommodation of the employee's restrictions can include modifying the employee's regular assignment, or temporarily assigning the employee to alternative employment which meets their restrictions.

### **Communication and Training**

One of the key components to the success of this ERTW program is jointly developing and implementing a communication strategy. To that end all I Departments, employees and supervisors will attend training sessions where they will receive the Statement of Commitment and this written process. Copies will also be posted on bulletin boards throughout the Departments system.

## **Process**

As soon as possible following the cause of lost time as the result of an injury or illness, the employee and his/her immediate supervisor will jointly develop a contact strategy which would include such things as follow up from medical appointments or significant changes in status, this will be forwarded to the Joint Committee. Access to any and all ERTW forms shall be strictly limited to the ERTW Joint Committee and those management personnel identified by the ERTW Committee.

Employees who are ready to return to work with restrictions will submit a completed Early Return to Work form to his/her immediate supervisor and the Union. If the restriction can be accommodated by the supervisor, then the employee would return to work on the modified assignment for the time frame specified on the ERTW form, subject to the follow up identified in the completed form

If the supervisor is unable to accommodate the restrictions or is unable to determine whether the restriction can be accommodated within two (2) working days (a), the Joint ERTW Committee consisting of 1 Department rep, 1 HR rep and 1 CAW rep, will conduct a review to consider broader opportunities or alternative employment within the Department, mindful of seniority, work requirements and employee's abilities.

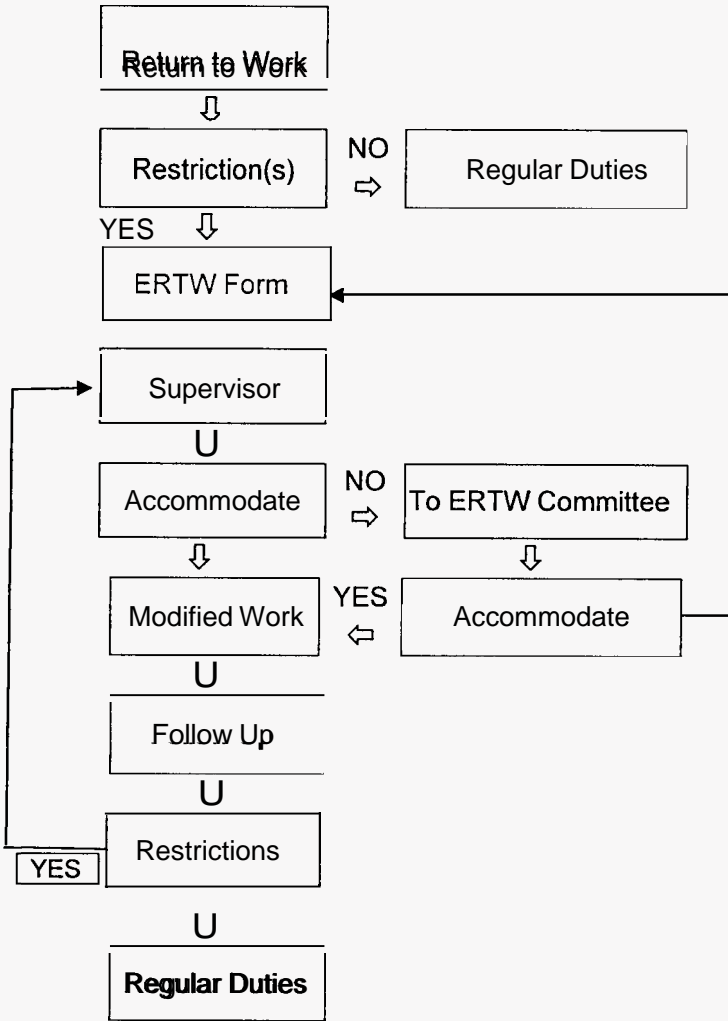
If the Joint ERTW Committee is unable to find a suitable placement within two weeks, this will be communicated to the employee identifying reasons why they are unable to accommodate, this could include that further information is required, further recovery is needed or no work is available. If the ERTW Committee determines that an accommodation cannot be made within the two week time frame, the employee shall remain on the applicable wage replacement program in accordance with the collective agreement or WSIB. If the ERTW Committee makes a recommendation to accommodate an employee, it shall be done forthwith.

Temporary accommodations may last up to six months and any reassessment or follow up will be established by the medical community on an individual basis. Employees on long term

accommodation (more than 6 months) shall be reviewed by the ERTW Committee once a year to establish if there has been any changes in the employee's condition that could affect the accommodation. Should additional accommodation be required, the Committee will again conduct a review to include any new or additional information. For longer term accommodation, medical reassessment may be required at six month intervals on an individual basis.

Any costs associated with the completion of the ERTW form will be borne by the Company. Wages for appointments or treatments required to assist the employee in returning to their regular assignment will be continued by the Company. When it is necessary for these appointments to be made during working hours, every effort should be made to have these appointments at the beginning or end of the employee's shift.

(a) With the establishment of this program, we will attempt to provide a response from the supervisor within two days. This time frame will be reviewed to determine whether the time frame is suitable.



## Top – Up Pay for Early Return to Work Program

As an incentive for employees to participate in the negotiated ERTW program, it is agreed that effective February 22, 2005 all **CAW** Local 103 bargaining unit employees participating in this program will have their pay topped up in accordance with the following:

Actual Hours Worked	Top up percentage of hourly, daily, weekly or bi-weekly rate
4 to 5.5 hours	75%
Over 5.5 to 6.5 hours	85%
Over 6.5 to 7 hours	90%

---

Greg Stuart  
Director of Human Resources

I concur:

---

Brian Kelly  
President **CAW** Local 103

## Letter of Understanding

January 20, 2003

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 signatory Unions. Additionally, the Company will not seek a refund of any pension surplus associated to members of the signatory Unions.

Signed at North Bay, Ontario the 20th day of January 2003.

For the Unions:

Brotherhood of  
Locomotive Engineers

United Transportation Union

CAW Local 103 (President)

CAW Local 103 (Office Clerks)

CAW Local 103 (Clerks and  
Other Classes)

CAW Local 103 (Train Service  
Employees)

Brotherhood of Maintenance  
of Way Employees

United Steelworkers of America  
Local 1976

International Brotherhood of  
Electrical Workers

For the Company:

R. Hains  
Executive Vice-president



**Memorandum of Understanding between  
Ontario Northland Transportation Commission and  
CAW Local 103 and all its bargaining units.**

**Memorandum of Understanding Employment Equity**

This Memorandum of Understanding supplements the Collective Agreements between Ontario Northland Transportation Commission and the National Automobile, Aerospace, Transportation and General Workers Union of Canada (CAW-Canada), and its Local Union 103, as follows:

**Whereas**, the parties affirm their commitments to extend equal opportunity for employment to all people despite differences in gender, race, ethnicity or disability.

**Whereas**, the parties recognize that it is the right of Management to hire, promote and assign qualified candidates subject to the terms and conditions of the Agreement, the parties agree to undertake certain joint activities to further implement these and other nondiscriminatory policies following ratification of this Agreement.

**Therefore**, it is hereby agreed as followed:

A joint Committee, hereinafter referred to as the Diversity and Community Access Committee, will be established with jurisdiction across all ONTC – CAW bargaining Units. The Committee consists of one (1) representative selected by the CAW from within the existing representation structure and one (1) Management representative. The Local President and Director of Human Resources will act as ex-officio members of the Committee.

The bargaining unit member on the Committee will be excused from regular work assignments when required and will be paid by the Company at the Coordinator's rate of pay when so engaged.

It is recognized that the Committee will require ongoing assistance and direction. Accordingly, the CAW member of the Committee will have access to CAW National training and material which may be brought to the Committee for consideration in any of its deliberations. CAW Diversity and Community Access Coordinator may also attend the annual **five** (5) day CAW meeting designed to update committee members on the latest developments and strategies in the field.

**The Diversity and Community Access Committee shall:**

- (a) Devote attention to the designated groups.

- (b) Play a role in the development and implementation of the joint Employment Equity Plan. This role could include information gathering, barrier identification, recruiting strategies, the development of goals and timetables, and other elements of the plan.
- (c) Develop a communication strategy to educate and update employees on equity issues.

**Members of the Committees may:**

- (a) Participate in community and/or school career awareness programs designed to inform people about potential employment opportunities at Ontario Northland Transportation Commission.
- (b) Established and maintain working relationships with local designated group organizations.
- (c) Develop informational communiques to encourage designated group members to apply for technical and skilled positions.
- (d) Identify the type(s) of technical jobs which would require training. Make recommendations to the local parties after considering the availability of community resources.
- (e) Consult with the established Joint Apprenticeship Committee to develop and implement a pre-apprenticeship training program for designated group members.

**Diversity and Community Access Programs**

During current negotiations, the Company and the Union reaffirmed their commitment to Employment Equity.

While the parties recognize that there is increasing representation of the four (4) designated groups within each respective bargaining unit, the ONTC and the CAW agreed that they must augment their efforts aimed at achieving a representative number of women, visible minorities, persons with disabilities and aboriginal persons throughout the respective worksites.

The parties agree that a diverse workforce is beneficial and desirable, and that their pro-active efforts on employment equity are fundamental to the Company. The parties are

committed to jointly develop an Employment Equity Plan on behalf of CAW bargaining units at Ontario Northland by year end 2005. This plan will include the following:

- ◆ an up-to-date census
- ◆ a workforce analysis and review of employment systems
- ◆ the identification of systemic barriers to the designated groups
- ◆ a review of current recruitment, promotion and training practices
- ◆ development of appropriate educational and training material for delivery by the Committee and supervisory staff.
- ◆ goals and timetables for hiring the designated groups
- ◆ goals and timetables for reducing or eliminating systemic barriers to the designated groups
- ◆ accommodation for people with disabilities in conjunction with established ERTW Committee
- ◆ identification of positive measures such as work and family measures, skills updating, pre-apprenticeship training etc., that could help retain and advance the designated groups in the ONTC workforce.
- ◆ an annual review procedure to monitor the progress of the program.

Agreed to this 22<sup>nd</sup> day of February 2005

---

Greg Stuart  
ONTC Director Human Resources

---

Brian Kelly  
President CAW Local 103

**Memorandum of Understanding between the ONTC and its Unions  
relating to the introduction and use of Close Circuit Television  
(CCTV) at various locations and facilities**

As expressed at the 20 December 2001, GCA/Senior Management meeting, a corporate decision has been made to introduce the use of close circuit television (CCTV) at specific locations.

Currently one camera will be installed at each location in North Bay, Englehart and Cochrane rail complexes. They will be suitably located to cover the entrance and attendant areas of these facilities for the purposes of law enforcement and/or public safety. Additional CCTV's may be installed at other locations where there is documented requirement, and the Unions will be so advised in advance of any installation.

No CCTV will be directed to intrude into any work area wherein our employees normally work. The reception equipment will be located in North Bay, within secure premises, under the absolute control of the ON Police Services staff. No other staff will be permitted access to CCTV monitors, recorded data, nor will the recorded images be made available to any other Commission department for any purpose other than law enforcement. This CCTV system will not be utilized for the purposes of supervising employee activities, nor will they be used at any time for disciplinary purposes.

The recorded data will be stored on a stand alone computer located within secure premises in North Bay. Access to this computer will be restricted to ON Police staff or other Security staff who have been authorized in writing by the Chief of ON Police Services. Recorded images which do not relate to law enforcement activities, will be erased within a 72-hour period. Images which directly relate to law enforcement activities will be retained for a period of time, not exceeding one year. A log will be maintained to record the access to, and use of, the recorded material to enable a proper audit trail.

Signs will be posted at the perimeter of the areas being covered by video surveillance to provide public notice of this activity. The signs will also contain the name, address and telephone number of a member of the ON Police Services for contact purposes.

I trust these parameters will satisfy the concerns raised by the Unions.

Yours truly,

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Steve Carmichael - President ONTC

February 22, 2005

Mr. Scott Caverly  
Unit Chairperson  
CAW Local 103

Dear Mr. Caverly

This will confirm that arising out of our various discussions concerning the restructuring in 2005, we agreed to provide work clothes for employees in Cochrane and Moosonee who are engaged in working express, chain loading, baggage, trans-ship and janitorial positions.

Each employee will be provided with one pair of pants and one shirt and provided with two changes per week. Essentially, for this group of employees they will have one pair on, with two pair in their locker and two pair being cleaned.

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Gord Ryan  
Director Passenger Rail Services

February 22, 2005

Letter of Understanding  
Drug, Alcohol or Genetic Testing

Brian Kelly  
Local President  
CAW Local 103

Dear Mr. Kelly:

This will serve to confirm our discussions during the 2004/05 round of negotiations and our commitment to not implement any drug, alcohol or genetic testing for active employees for employment or medical surveillance purposes.

The Company did explain that their commitment would not act to limit the jurisdiction of an Arbitrator appointed pursuant to this collective agreement to order such an individual program as part of reinstatement conditions.

If you agree that this adequately addresses your demand, please sign to acknowledge your concurrence.

Yours truly,

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Greg Stuart  
ONTC Director Human Resources

I concur:

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Brian Kelly  
President CAW Local 103

February 22, 2005

Mr. Brian Kelly  
President CAW Local 103

Dear Mr. Kelly:

Attached is Amendment 16 to the ONTC Contributory Pension Plan which established the Pension Board's role as one of making recommendations to the Commission on plan design. It is the Company's intent to ensure that there is a complete review of the pension plan and a comparison of our plan to other plans in order to modernize the pension plan.

It is our expectation that the Pension Board will be involved in this review.

Sincerely,

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Greg Stuart  
Director Human Resources.

*Amendment #16*

*"I7.02 Powers and Proceedings of the Board*

*The Board may make recommendations to the Pension Committee respecting the amendment, alteration or recession of any Regulation, or the adoption of a new Regulation. When approved by the Pension Committee, such recommendations will be forwarded to the Commission and, if approved by the Commission, such recommendation will be forwarded to the Lieutenant Governor in Council of the Province of Ontario for consideration. When approved by the Lieutenant Governor in Council by order-in-council, such recommendations shall have the same force and effect as though included herein."*

Letter of Understanding Regarding CSU / Engine Watchman –  
Hearst

Effective upon the closing of Job Opportunity #200-115 dated January 10, 2005, the Company will establish a Customer Service Unit Clerk / Engine Watchman position in Hearst. It is agreed that this position will be for a one year trial period from the date of implementation.

On a Without Prejudice or Precedent basis the parties agree that during this one year period, the position of Customer Service Unit Clerk covered by Agreement #4 at the Hearst Terminal will supplement their assigned hours of work as an Engine Attendant in order that the position will be gainfully engaged in a 40 hour work week.

Save for performing the assigned tasks as an Engine Watchman during prescribed hours of work and Rate of Pay in Agreement #12, the employee so engaged will for all other negotiated purposes, be covered by the terms and conditions of employment pursuant to Agreement #4, including by not limited to seniority, vacation, health and welfare benefits, the ESIMA etc.

The parties to this agreement will meet thirty (30) days prior to the expiration of the one (1) year trial period for a full review of this arrangement and to consider its renegotiation. In the event no agreement is reached, this position will be abolished.

Signed at North Bay, Ontario January 31, 2005

For the Union

For the Company

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Brian Kelly  
President CAW Local 103

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Greg Stuart  
Director of Human Resources



## Letter of Understanding regarding Student Hiring

During the 2005 round of bargaining the parties agreed, that in addition to the current contract language, the following protocol will be used for the hiring students into workplaces covered by the terms of all CAW Agreements.

- Student is defined as a person who can demonstrate that they are enrolled in the fall intake of a post secondary institution. This does not preclude students from being hired who are over 16 and can demonstrate that they are returning to secondary school in the fall, however, preferences will be given to post secondary students.
- Department Heads and the individual Unit Chairperson will meet by March 1 each year to determine the necessary requirements for students in the upcoming summer.
- Notices requesting applicants will be posted internally by March 15 of each year.
- Human Resources Department will receive all applications and will organize into a candidates list.
- Candidates will be interviewed by the Human Resources Department.
- All candidates will be given proper consideration to ensure a fair and equitable hiring process.
- All students will receive the appropriate Workplace Orientation training.
- The Union dues will be uniform for all students as so advised by the Local Union.

For the Union

For the Company

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Brian Kelly  
President CAW Local 103

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Greg Stuart  
Director of Human Resources

**Memorandum of Understanding Between  
Ontario Northland Transportation Commission  
And  
CAW Local 103 Regarding  
Overtime for Employees of Wage Agreement #4**

The purpose of this agreement is to outline steps to ensure an equitable means of distributing overtime to all employees based on their classifications as per Rule 13 of Wage Agreement #4. Nothing in this agreement supersedes any rules contained in Wage Agreement #4 and in the event of a conflict or dispute; Wage Agreement #4 will take precedence.

Employees covered by Wage Agreement #4 are presently working in the following areas.

North Bay Crew Management Unit  
Englehart Customer Service Unit  
& CSU  
Cochrane Stores  
Englehart Stores  
Rouyn CSU

North Bay Stores  
Cochrane Express

Moosonee Express  
Hearst CSU

**Overtime General**

- (a) All employees who come under the jurisdiction of the respective department or terminal are eligible to be placed on the overtime list.
- (b) Employees requesting to work overtime must submit their application to Union. Name, telephone number, date, signature and the positions(s) for which the applicant is qualified must be indicated.
- (c) Employees will be called at their listed telephone number or as otherwise locally agreed.
- (b) The overtime list will be maintained by the Union in the respective department or terminal and will be provided to the Company. The overtime list shall be available on request to the employees for their scrutiny. *factual terminal arrangements to be worked out within 30 days of signing collective agreement*

- (e) **A** record will be kept of all overtime worked and the overtime list will be averaged on a ongoing basis and those not available for any reason except for annual vacation or if he or she is scheduled to work or is absent due to Union business will be charged.
- (9) Employees working overtime will be compensated therefore at the rate of the position worked.
- (g) When overtime is required continuous with a shift, it will be assigned according to the following;
  - (a) for work which is expected to involve less than four **(4)** hours overtime, employee who are on duty and occupying the position required (i.e. forklift, chain loader) will be called in order first, as long as they are eligible for overtime.
  - (b) for work which is expected to involve more than **(4)** four hours overtime, employees on the respective overtime list shall be called, whether on duty or not, as long as they are eligible for overtime
- (h) Employees who are scheduled to report for their assignment which commences eight hours after the completion of previous shift will not be called for any overtime between the two shifts and will not be charged; e.g. employee working 0800 - 1600 will not be called to work overtime between 1600 and 2400 when the employee is scheduled to work 0001 - 0800.
- (i) Employees who have worked any combination of a regular assignment (eight (8) hours) and one (1) overtime call in succession will not be called for any additional overtime work until the expiration of eight (8) hours off duty.
- (j) Overtime tickets must be completed by employees for overtime worked showing time started and finished and duties performed.
- (k) When employees are called for overtime, appropriate remarks are to be indicated beside their names on the overtime list; e.g. time called, time required to report for duty, etc.

- (l) The overtime list will be updated by the Union as required.
- (m) Nothing in this local agreement is intended to preclude the assignment of overtime work to an extra or unassigned employee who will not have 40 hours of work during the work week.

This agreement supersedes all previous agreement concerning overtime in agreement #4.

Signed at North Bay, Ontario this 22<sup>nd</sup> day of February 2005.

For CAW Local 103:

For the Company:

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Scott Caverly  
Local Chairperson

Glenn Zabarelo  
Manager Labour Relations

April 23, 2008

Ms. Valerie Kennedy  
Unit Chair  
Agreement #4

Dear Ms. Kennedy:

I understand that, during negotiations the parties discussed the shipment of supplies to Ontera's New Liskeard office. This is to confirm that Stores will be providing Ontera with a staging area in the North Bay Main Stores. This will allow the Stores employees to complete the shipping and receiving.

It is Ontera's plan to have this complete by December 15, 2008.

Dennis Higgs  
Director Operations



April 4, 2008

Ms. Valerie Kennedy  
Unit Chair  
Agreement #4

Dear Ms. Kennedy:

This will confirm our discussion during negotiations regarding Article 1.3 of Agreement #4.

Article 1.3 refers to the policy of the company to promote employees from within the organization. It is the intent of the organization to provide qualified employees, who apply for an advertised position and have the necessary capabilities, with preference in the selection process.

I believe this clarifies the intent of Article 1.3.

Sincerely,

Greg Stuart  
Director  
Human Resources

Revised April 23, 2008

Stores Department Vacation Letter of Understanding

Vacations will be assigned in seniority order

An individual would be allowed as many splits as he/she has weeks of holidays i.e.: four **(4)** weeks holidays equals up to four **(4)** splits.

Starting with the most senior person an individual would be allowed to book two (2) splits then must pass the list to the next most senior person. The list would move from top to the bottom of the seniority list until each individual has booked their two (2) splits in vacation.

The list will then return to the senior person who would book one (1) split and then the list would again move from the top to the bottom of the seniority list again and repeat until all vacations have been booked.

**A** week split will also include a week in which there is a General Holiday.

A week of floating vacation days will not be counted as a split and will be booked after an individual has booked all other vacation splits.

All vacation arrangements will be made with full consideration to Article 22, Agreement **#4**.

This agreement will apply to only those employees in North Bay, Englehart and Cochrane Stores.

Glenn Zabarelo  
For the Company

Scott Caverly  
For CAW Local 103

April 8, 2008

Ms. Valerie Kennedy  
Unit Chair  
CAW Local 103  
Agreement #4  
Englehart, ON

**RE: Filling Vacancies Agreement #4**

Dear Ms. Kennedy,

During this round of negotiations the union raised the issue of the company failing to fill vacancies along with the criteria to be met when filling a vacancy or calling overtime in your Agreement.

In response to these issues, the company has agreed to hire a spare employee in the North Bay stores department.

In addition the parties agree that the criteria to be followed when a vacancy occurs; when it is determined that there is no work to be performed on a vacancy or that no overtime is required the position will not be filled. However, when it is determined that there is work to be performed, the vacancy will be filled or overtime will be called. The Local Committee to be consulted.

The Company commits that CSU work will not migrate out of the respective terminal unless the vacancy has been offered to all qualified employees holding seniority in the terminal group. If the position is to be filled, via an overtime call, the respective terminal overtime list must be exhausted.

I trust this is an accurate reflection of our conversation.

Yours truly,

G. Stuart  
Director  
Human Resources



April 14, 2008

Ms. Valerie Kennedy  
Unit Chair  
CAW Local 103  
Agreement #4

Dear Ms. Kennedy:

**RE: Express Services – Change of Bill Bulletin**

With the implementation of the new summer Polar Bear Express schedule to Moosonee in June of 2007, it **will** be necessary to temporarily suspend all employees' permanent bulletin positions in Group " A for the Cochrane and Moosonee terminals from June to September or for the designated PBX schedule each year.

Based on this, temporary positions will be posted as per Article 5.2 for both the Cochrane and Moosonee terminals each year to adjust for the PBX summer schedule. The Local Committee to be consulted.

These temporary positions shall be filled as per Article 5.2 and on the completion of the PBX schedule, all Group " A employees in Cochrane and Moosonee will return to their previously held positions

I trust this reflects our discussions.

Yours truly,

G. Stuart  
Director of Human Resources

April 21, 2008

Mr. Brian Kelly  
President  
CAW Local 103

Dear Mr. Kelly,

**RE: Probationary Employees Work Performance**

During the 2008 round of bargaining, discussions took place regarding the evaluation of CAW employees while in their probationary period. It was agreed that the Company would conduct two evaluations as outlined in Policy 6-R.

If it is determined that the employees' employment with the Company is to be terminated, the Union will be provided copies of the evaluation forms to support the decision to terminate.

The union accepts that the company has met its obligations under the Collective Agreement on Union representation and on fair and impartial investigation if this process is followed.

I trust this is an accurate reflection of our discussions.

Yours truly,

Greg Stuart  
Director Human Resources

April 23, 2008

Dear Mr. Kelly

During negotiations we discussed the leave provisions in the various collective agreements represented by your local.

It was the position of the company that the existing leave provisions did not need to be adjusted in order for an employee to take a leave of absence in the event of an emergency. This letter is to confirm that no employee will be unjustly denied leave when requested due to an emergency.

I trust this reflects our discussions.

Sincerely,

Greg Stuart  
Director of Human Resources

April 23, 2008

Mr. Brian Kelly  
President CAW Local 103

Dear Mr. Kelly

RE: Human Rights

During the 2008 round of bargaining the company and union discussed the process to follow in the event a human rights complaint could not be resolved at an informal level.

In the discussions it was agreed that a process would be developed to investigate formal complaints through the use of a third party. It is anticipated that the third party will be selected through an RFP process and that the President of CAW Local 103 will participate in the selection of the mutually agreeable third party provider. During these discussions it was also agreed that any investigation done by the third party investigator would meet the company's obligations under the respective collective agreements' investigation language. Should discipline be assessed as a result of the investigation the union shall have the right to grieve the discipline in accordance with the collective agreement.

The parties further agreed to meet following negotiations to ensure the implementation of a mutually agreeable process by September 1, 2008.

I trust this accurately reflects our discussions.

Sincerely,

Steve Carmichael  
President

April 22, 2008

Mr. B. Kelly  
President  
CAW Local 103

This letter is in reference to the discussions during the 2008 round of bargaining with regard to the payment of Company/Carrier requested medical forms. To clarify the previous LOU dated January 20, 2003, it was agreed that the Company would bear the cost of any 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.

I trust this accurately reflects our discussions.

Greg Stuart  
Director Human Resources