

**AGREEMENT NO. 1**

**BETWEEN**

**ONTARIO NORTHLAND**

**AND**

**THE OFFICE CLERKS**

**Represented By  
ONTARIO NORTHLAND EMPLOYEE'S  
INDEPENDENT UNION  
(ONEIU)**

**Expires December 31, 2001**

## **ARTICLE 1**

### **Definitions**

For the purposes of this Schedule the following definitions will apply:

#### **1.1 Employee:**

Shall be understood to mean any person filling any position incorporated in these Rules and Rates of Pay.

#### **1.2 Clerks:**

Shall be understood to mean employees who regularly devote not less than four hours per day to the writing and calculating incident to keeping records and accounts, writing and transcribing letters, bills, reports, statements and similar work and to the operation of office mechanical equipment and devices in connection with such duties and work.

#### **1.3 Duly Accredited Representatives of Employees:**

Shall be understood to mean those persons designated to Management over the signature of the Officer of the Ontario northland employees independent union.

## **ARTICLE 2**

### **Hours of Work and Overtime**

**2.1** Eight consecutive hours, exclusive of meal period, shall constitute a day's work.

**2.2** With the adoption of the shorter work week everything possible will be done to maintain the present output of work in offices where such employees are presently assigned less than eight hours per day. The employees agree to a review of the situation, upon request, at any time during the life of this agreement at which time assigned hours of work may be discussed.

**2.3** Where service required is intermittent, eight hours actual work within a spread of twelve hours shall constitute a day's work. Employees filling such positions shall be paid overtime for all time actually on duty or held for duty in excess of eight hours from time required to report for duty to the time of release, within twelve consecutive hours and also for all time in excess of twelve consecutive hours computed continuously from the time first required to report until final release. Time shall be counted as continuous service in all cases

where the interval of release from duty does not exceed one hour.

**2.4** All work in excess of eight hours in any one day shall be considered as overtime and paid on the actual minute basis at the rate of time and one-half time.

**2.5** Employees notified or called upon to work not continuous with, before or after the regular work period, shall be allowed a minimum of three hours at the rate of time and one-half for three hours' work or less and if held on duty in excess of three hours, time and one-half will be allowed on the minute basis.

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

**2.7** Employees will be assigned two consecutive rest days off duty each week with preference given to Saturday and Sunday and then to Sunday and Monday. If required to work on such regularly assigned rest days, they shall be paid at the rate of time and one-half time on the actual minute basis with a minimum of three hours at time and one-half, for which three hours service may be required.

**2.8** Provision deleted as per May 1, 1997 Article III negotiations.

**2.9** The pro rata hourly rate shall be arrived at by dividing the weekly rate by 40.

**2.10** 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 24 hours per calendar year. This limit may be replenished throughout the year.

Banked time must be taken in full day increments or the employee must have cleared or be scheduled to clear their hour account by December 15. 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 3**

### **Seniority**

**3.1** One seniority roster, embracing all employees covered by this agreement, who have been in the service six months or more, showing names, date of entering the service in a position covered by this agreement, will be posted in a place accessible to all affected.

**3.2** The roster will be revised and posted in January of each year, and shall be open for correction for a period of sixty days from date of posting, on presentation of proof of error by an employee or his/her representative. The "President, ONEIU" shall be furnished with a copy of the roster upon written request.

**3.3** An employee's seniority shall date from the time of last entering the service in a position covered by this agreement.

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

**3.5** Employees now filling or hereafter promoted to official positions or positions excepted by this agreement, shall retain their rights and continue to accumulate seniority under the scope of this agreement. Employees covered by this agreement released from such positions may exercise their seniority in the same manner as employees whose positions are abolished.

## **ARTICLE 4**

### **Bulletining and Filling Positions**

**4.1** (a) Promotion shall be based on ability, merit and seniority; ability and merit being sufficient, seniority shall prevail. The Department officer in charge shall be the judge, subject to appeal. Should an employee not be promoted in his/her turn, the President, ONEIU will, on request, be furnished with the reasons therefore in writing.

(b) An employee promoted 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 period of up to 30 calendar days, the length of time to be dependent upon the character of the work. Failing to demonstrate his/her ability to do the work within the period allowed, he/she shall be returned to his/her former position without loss of seniority, and the position shall be awarded to the next

senior qualified employee who has applied.

**4.2** In filling temporary vacancies, the following will govern:

(a) A temporary vacancy due to the absence of the incumbent for any reason will be treated as follows:

(i) Such vacancies will be filled by promotion within the group affected. The various groups will be designated as follows:

**Group**

1. First Floor and Lower Level:  
Human Resources, Public Affairs and Computer Services including Records
2. Second Floor:  
Passenger Services and Bus Garage
3. Third Floor:  
Finance
4. Fourth Floor:  
Rail Services including Car and Diesel Shops and Maintenance of Way Shops
5. Fifth Floor:  
Telecommunications
6. Sixth Floor:  
Purchasing

**Note 1**

In the process of filling a vacancy in accordance with the foregoing, a maximum of one cross move will be allowed for employees in Rate Groups 4 and above. For example, if there was a requirement to fill a vacancy at Rate Group 5, a Rate Group 5 employee could move across to that position and then a Rate Group 4 employee would be promoted to fill the remaining Rate Group 5. There would not be a move across at a Rate Group 5 and then another at a Rate Group 4.

**Note 2**

In the application of this process when there is no Rate Group 1 in a group the senior person occupying a Rate Group 2 in any other group will be given the first opportunity for advancement. The vacancy thereby created will be filled by the senior Rate Group 1 employee.

**Note 3**

Where a temporary vacancy has been filled in accordance with this Article, and a subsequent displacement or other event occurs whereby a senior employee is displaced or returns to work, such senior employee, pending the temporary vacancy is expected to last two weeks or more, may exercise his/her seniority over the employee who has occupied the position as a result of the floor move.

(ii) Upon the expiration of the temporary vacancy, the employees will revert to their regular positions.

(b) At Northern points, when temporary vacancies occur, the permanent employee at the location affected will have preference in filling vacancies over new hires. This will also apply when no bids are received for permanent positions.

**4.3** New positions and permanent vacancies will be bulletined for a period of three working days. In bulletining positions a brief description of duties will be given. Employees desiring such positions will file their applications with the designated officer within that time and an appointment will be made within three working days after close of bulletin. Such position or vacancy may be filled temporarily pending an assignment. The name of the appointee will immediately thereafter be posted where the position or vacancy was bulletined.

**4.4** Copies of all bulletins and names of applicants for new positions or vacancies will be furnished to the "President, ONEIU or designate".

**4.5** An employee may withdraw his/her application for a bulletined assignment at any time up to and including the commencement of the effective date of the position. Should the senior applicant or applicants withdraw, remaining applicants will be considered without further bulletin. An employee appointed to a position cannot bid on his/her former position until it again becomes vacant unless affected by displacement.

**4.6** When an employee has been absent from his or her permanent position for a period of 12 consecutive months, his or her position will be bulletined immediately thereafter. Such an employee absent on account of illness or approved leave of absence will retain his/her seniority rights. Such an employee absent for other reasons will be terminated.

**4.7** Employees declining promotion shall not lose their seniority.

**4.8** (a) When major changes are introduced in the duties of a position,

such as the installation of new machines or revised procedures, the incumbent will be allowed a reasonable length of time, up to 30 days, in which to adapt to the changes, and failing to adapt, may exercise his/her seniority in the same manner as a displaced employee.

(b) Employees shall be encouraged to learn the duties of other positions and every opportunity shall be afforded them to learn the work of such positions in their own time and during regular working hours when it will not unduly interfere with the performance of their regularly assigned duties. The supervisory officer may arrange with interested employees to exchange positions for short temporary periods without affecting the rates of pay of the employees concerned.

**4.9** An employee on leave of absence or vacation when a vacancy occurs will not be debarred from claiming position and receiving the appointment, if entitled to it, providing that such claim is made immediately upon his/her return.

**4.10** It is recognized that there may be instances when for purposes of stability, the company may wish to retain an experienced employee on a specific position. In such instances the employee may, at the discretion of the company, be offered a stabilization incentive to remain on the position rather than move to a higher rate. In like manner, another employee may be offered a stabilization incentive to refrain from displacing the experienced employee. The amount of the stabilization incentive will not exceed the difference in the respective rates of pay of the positions involved.

**4.11** The following will apply in connection with bulletining and filling positions and temporary positions covered under Articles 4.1 and 4.13 respectively.

(a) Bids to lower rated positions will not be accepted.

**Note:** In the application of this provision it is recognized that there may be extenuating circumstances where down bids are in the best interest of all parties. When situations become known, consideration will be given to allow an employee to bid down. In such circumstances the Union and Management must agree to permit the down bid.

(b) Cross bids will only be accepted in the following circumstances.

(i) From employees occupying positions in Rate Group 4 and higher, or

(ii) From an employee bidding to a position in another community,

or

(iii) From an employee forced to leave a position because of a documented medical condition.

(iv) When an employee wishes to return to a position which he or she had held for more than three months prior to being displaced therefrom and the time elapsed since that displacement does not exceed their tenure of the position.

(c) The hours of duty and rest days for Travel Counsellors will be subject to change from time to time in accordance with the requirements of the service.

#### **4.13 Temporary Positions**

(a) When a temporary position is established for more than 60 calendar days, it shall be bulletined as "temporary".

(b) When the temporary position is completed, the employee who has been appointed to such temporary position by bulletin shall have the same rights of displacement as an employee whose position has been abolished.

(c) When a temporary position has existed for more than 12 consecutive months from the date it was first established, it shall immediately thereafter become a permanent position or cancelled.

### **ARTICLE 5**

#### **Filling Higher or Lower Rated Positions**

**5.1** Employees temporarily or permanently assigned to higher rated positions shall receive the higher rate while occupying such positions. Employees temporarily assigned to lower rated positions shall not have their rates reduced.

**5.2** A "temporary assignment" contemplates the fulfilment of the duties and responsibilities of the position during the time occupied, whether the regular occupant of the position is absent or whether the temporary assignee does the work irrespective of the presence of the regular employee. Assisting a higher rated employee due to a temporary increase in the volume of work does not constitute a temporary assignment.

**5.3** This rule shall not apply to employees who are filling higher rated positions where the higher rated employees are off duty with pay.

## **ARTICLE 6**

### **Staff Reduction, Displacement and Recall**

**6.1** When a position is to be discontinued, a bulletin will be posted giving five working days notice of such discontinuance.

**6.2** In reducing forces, seniority shall govern. Employees whose positions are abolished or who are displaced may exercise their seniority over junior employees unless otherwise provided in this agreement i.e. Article 4.2 (a) Note 3.

**6.3** When forces are increased employees will be returned to the service in the order of their seniority. Employees desiring to avail themselves of this rule must file their names and addresses with the proper officer.

**6.4** Employees failing to report for duty or give a satisfactory reason for not doing so within seven days of notification, will be considered out of service.

## **ARTICLE 7**

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## **ARTICLE 8**

### **Discipline and Grievances**

**8.1** An employee who has completed a probationary period of six months shall not be disciplined or dismissed until after a fair and impartial investigation has been held and the employee's responsibility is established. An employee may be held out of service for such investigation for a period of not more than five working days and he/she will be notified in writing of the charges against him/her.

**8.2 (a)** An employee may be held out of service with pay pending the complete investigation and notice provided to the Local Chairperson.

**(b)** When an investigation is to be held, each employee whose presence is desired will be notified of the time, place and subject matter of the investigation.

**(c)** When an employee is called to an investigation, an accredited union representative shall be present at the investigation.

**(d)** An employee is entitled to be present during the examination of any witness whose testimony may have a bearing on his/her

responsibility, or to read the evidence of such witness, and offer rebuttal thereto.

(e) An employee shall be given a copy of his/her statement and, on the appeal, a transcript of evidence taken at the investigation shall be furnished on request to the employee or his/her representative.

(f) A decision shall be rendered within 21 calendar days following the date of completion of the investigation, unless otherwise mutually agreed.

**8.3** If the employee considers the decision rendered is unjust, an appeal may be made, commencing with Step 2 of the grievance procedure.

**8.4** If, in the final decision, the charges against an employee are not sustained, his/her record shall be cleared of the charges; if suspended or dismissed he/she shall be returned to his/her former position and reimbursed for wages lost, less any earnings derived from outside employment during the period so compensated; if the investigation was away from home, he/she shall be reimbursed for reasonable travel expenses upon presenting receipts.

**8.5** Disputes in respect to the meaning, interpretation or alleged violation of the terms of this agreement, or when an employee claims that he/she has been unjustly dealt with in respect thereof and he/she is unable to obtain a satisfactory explanation directly, shall be dealt with in the following manner:

**Step 1**

Within fourteen (14) calendar days from cause of grievance the employee and/or the President, ONEIU may present the grievance either orally or in writing to the immediate supervisor who will give a decision as soon as possible but in any case within fourteen (14) calendar days of receipt of grievance.

**Step 2**

Within twenty-eight (28) calendar days of receiving the decision under Step 1, the President, ONEIU may appeal in writing to the Director Human Resources. A decision will be rendered within twenty-eight (28) calendar days of receiving the appeal.

The appeal to the Director Human Resources shall include a written statement of the grievance and where it concerns the interpretation or alleged violation of the collective agreement, the statement shall

identify the Article and paragraph of the Article involved.

**Step 3**

Within twenty-eight (28) calendar days of receiving a decision under Step 2, the President, ONEIU may appeal in writing to the President. A decision will be rendered within twenty-eight (28) calendar days of receiving the appeal.

**8.6** When a grievance is not progressed by the union within the prescribed time limits, it shall be considered dropped. When the appropriate officer of the company fails to render a decision within the prescribed time limits, the grievance may be progressed to the next step within the prescribed time limits based on the last date such decision was due, except as otherwise provided in Article 8.7.

**8.7** When a grievance based on a claim for unpaid wages is not progressed by the union within the prescribed time limits, it shall be considered as dropped. When the appropriate officer of the company fails to render a decision with respect to such claim for unpaid wages within the prescribed time limits, the claim will be paid. The application of this rule shall not constitute an interpretation of the collective agreement.

**8.8** The time limits specified in this Article 8 may be extended by mutual agreement.

**8.9** 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.

**8.10** When a grievance concerning the interpretation or alleged violation of this agreement or an appeal by an employee that he/she has been unjustly disciplined, is not settled at Step Three of the grievance procedure, the union or the company may, within ten (10) working days from the date of the company's decision at Step Three, request a pre-arbitration meeting, to be arranged through the Labour Relations Department.

The meeting will be held not later than fourteen (14) working 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 above (ten working days) 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:

a) When a grievance has been identified as proceeding to arbitration by either party, it must be scheduled 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.

b) The parties will agree on the selection of an arbitrator. If the union and the company are unable to agree on the selection of a single arbitrator, 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.

c) 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 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.

d) The hearing shall be held at a neutral location to be determined by the arbitrator.

e) 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.

f) The remuneration and expenses of the arbitrator shall be shared equally by the company and the union and the arbitrator will show the division of such charges to the parties in his/her invoice.

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

**ARTICLE 9**  
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**ARTICLE 10**  
**Attending Court and Jury Duty**

**10.1 Attending Court**

Employees required by the Railway to attend court or other public investigations will be paid schedule rates for all time lost, and will be reimbursed actual reasonable expenses when away from home. In such cases witness fees will go to the Railway.

**10.2 Jury Duty**

An employee who is summoned/subpoenaed for jury duty or court attendance (not as a plaintiff, defendant or voluntary witness) and is required to lose time from his/her scheduled assignment shall be paid for actual straight lost time with a maximum of one basic day's pay at straight time rate of his/her assigned position (for running trades, actual mileage lost or 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 11**  
**Passes**

**11.1** Transportation shall be granted in accordance with the standard regulations of the Railway.

**ARTICLE 12**  
**Use of Private Automobile**

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

## **ARTICLE 13**

### **Leave of Absence**

**13.1** When the requirements of the service will permit, employees on request, will be granted leave of absence for a limited time with privilege of renewal subject to general policy of the Railway.

**13.2** Request from employees for leave of absence for not more than eight months for the purpose of bettering themselves in the service will be granted when mutually satisfactory arrangements can be made. In such cases when mutually approved, employees will retain their seniority rights.

**13.3** Upon notification, an employee who must serve a period of incarceration as a result of a conviction arising from the operation or use of a motor vehicle, shall be granted a leave of absence without pay of up to six (6) months in order to serve the period of incarceration. Such period of leave will not be credited towards accumulation of service.

## **ARTICLE 14**

### **Annual Vacations**

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

(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 years and has completed at least 750 days of cumulative compensated service, shall have his/her vacation schedule on the basis of one working day's vacation with pay for each 16  $\frac{2}{3}$  days of cumulative compensated service, or major portion thereof, during the preceding calendar year, with a maximum of 15 working days; in subsequent years, he/she will continue vacation 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 1,000 days of cumulative compensated service; otherwise his/her vacation entitlement will be calculated as set out in Clause (a) hereof. Any vacation granted for which the employee does not subsequently qualify will be deducted from the employee's vacation entitlement in the next calendar year. If such employee leaves the service for any reason prior to his/her next vacation, the adjustment will be made at time of leaving.

(c) Subject to the provisions of Note 2 below, an employee who, at the beginning of the calendar year, has maintained a continuous employment relationship for at least 7 years and has completed at least 1,750 days of cumulative compensated service, shall have his/her vacation schedule on the basis of one working day's vacation with pay for each 12 1/2 days of cumulative compensated service, or major portion thereof during the preceding calendar year, with a maximum of 20 working days; in subsequent years, he/she will continue vacation entitlement on the foregoing basis until qualifying for additional vacation under Clause (d) of this section.

**Note (2):** An employee covered by Clause (c) of this section will be entitled to vacation on the basis outlined therein if on his/her 8th or subsequent service anniversary date he/she achieves 2,000 days of cumulative compensated service; otherwise his/her vacation entitlement will be calculated as set out in Clause (b) of this section. 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 15 years and has completed at least 3,750 days of cumulative compensated service, shall have his/her vacation scheduled on the basis of one working day's vacation with pay for each 10 days of cumulative compensated service, or major portion thereof, during the preceding calendar year, with a maximum of 25 working days; in subsequent years, he/she will continue vacation entitlement on the foregoing basis until qualifying for additional vacation

under Clause (e) of this section.

**Note 3:** An employee covered by Clause (d) of this section will be entitled to vacation on the basis outlined therein if on his/her 16th or subsequent service anniversary date he/she achieves 4,000 days of cumulative compensated service, otherwise his/her vacation entitlement will be calculated as set out in Clause (c) of this section. 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 25 years and has completed at least 6,250 days of cumulative compensated service, shall have his/her vacation scheduled on the basis of one working day's vacation with pay for each 8 1/3 days of cumulative compensated service or major portion thereof, during the preceding calendar year with a maximum of 30 working days.

**Note (4):** An employee covered by Clause (e) hereof, will be entitled to vacation on the basis outlined therein if on his/her 26th or subsequent service anniversary date he/she achieves 6,500 days of cumulative compensated service; otherwise his/her vacation entitlement will be calculated as set out in Clause (d) hereof. Any vacation granted for which the employee does not subsequently qualify will be deducted from the employee's vacation entitlement in the next calendar year. If such employee leaves the service for any reason prior to his/her next vacation, the adjustment will be made at the time of leaving.

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

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

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

**14.2** An employee who has become entitled to vacation with pay shall be granted such vacation within a twelve month

period immediately following the completion of the calendar year of employment in respect of which the employee became entitled to the vacation.

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

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

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

**14.6** An employee who is entitled to vacation shall take same at the time scheduled. If, however, it becomes necessary for the Company to reschedule an employee's scheduled vacation dates, he/she shall be given at least 15 working days' advance notice of such rescheduling and will be paid at the rate of time and one-half his/her regular rate of wages for all work performed during the scheduled vacation period. The rescheduled vacation with pay to which he/she is entitled will be granted at a mutually agreed upon later date. This Article 14.6 does not apply where rescheduling is a result of an employee exercising his/her seniority to a position covered by another vacation schedule.

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

**14.8** An employee will be compensated for vacation at the rate of the position he/she would have been filling during such vacation period.

**14.9** Employees desiring an advance vacation payment must make

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

**14.10** In computing service under Article 14.1, days worked in any position covered by similar vacation agreements shall be accumulated for the purpose of qualifying for vacation with pay.

**14.11** (a) An employee terminating his/her employment for any reason at a time when an unused period of vacation with pay stands to his/her credit shall be allowed vacation calculated to the date of his/her leaving the service, as provided in Article 14.1 hereof, and, if not granted, shall be allowed pay in lieu thereof.

(b) An employee who at the time of termination of his/her service has completed more than 30 days' continuous service but who has not qualified for vacation as provided for in Article 14.1 (a), shall be paid vacation on the basis of one day for each 25 days' cumulative service, or major portion thereof, during the completed portion of his/her year of employment.

**14.12** 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.

**14.13** An individual who leaves the service of his/her own accord or who is dismissed for cause and not reinstated in his/her former standing within two years of date of such dismissal shall, if subsequently returned to the service, be required to qualify again for vacation with pay as provided in Article 14.1 hereof.

**14.14** Applications for vacation filed in February of each year will be given preference in order of seniority of applicants and will have preference over later applicants. The railway will, so far as practicable, relieve applicants during the summer season if so desired. Unless otherwise mutually agreed employees must take their vacation at the time allotted.

**14.15** In carrying out this Article, it is generally intended that the regular employees will mutually arrange to carry on the work while certain members of the staff are off duty on vacation, and thereby as

far as possible avoid additional expense to the railway.

## **ARTICLE 15**

### **General Holidays**

**15.1** An employee who qualifies in accordance with Article 15.2 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	St. Jean Baptiste Day
Day following	(Quebec only)
New Year's Day	Dominion Day (Ontario only)
Civic Holiday	Good Friday
Labour Day	Easter Monday
Thanksgiving Day	(Substitution for
	Remembrance Day)
Christmas Day	Boxing Day
Victoria Day	

**NOTE:** If the Legislative Legal Body designates "Heritage Day" or such other day as a General Holiday, the day so designed 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.

**15.2** In order to qualify for pay for any one of the holidays specified in Article 15.1 hereof, an employee:

- (a) must have been in the service of the Company and available for duty for at least 30 calendar days. This Clause (a) does not apply to any employee who is required to work on the holiday;
- (b) must be available for duty on such holiday if it occurs on one of his/her work days excluding vacation days except that this does not apply in respect of an employee who is laid off or suffering from a bona fide injury, or who is hospitalized on the holiday, or who is in receipt of, or who subsequently qualifies for, weekly sickness benefits because of illness on such holiday; a regularly assigned employee who is required to work on such general holiday shall be given an advance notice of four calendar days, except for unforeseen exigencies of the service, in which case he/she will be notified not later than the completion of

his/her shift or tour of duty immediately preceding such holiday that his/her services will be required;

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

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

**15.3** A qualified employee whose vacation period coincides with any of the general holidays specified in Article 15.1 hereof, shall receive an extra day's vacation with the pay to which the employee is entitled for that general holiday.

**15.4 (1) (a)** An assigned employee qualified under Article 15.2 hereof, and who is not required to work on a general holiday shall be paid eight hours' pay at the straight time rate of his/her regular assignment.

(b) An unassigned or spare employee qualified under Article 15.2 hereof, and who is not required to work on a general holiday shall be paid eight hours' pay at the straight time rate applicable to the position in which such employee worked his/her last tour of duty prior to the general holiday.

**NOTE:** In the application of Article 15.4(1) hereof, for weekly-rated employees "eight hours' pay at the straight time rate" shall be deemed to be a day's pay as calculated according to Article 15.6 hereof.

(2) An employee paid on an hourly, daily or weekly basis who is required to work on a general holiday shall be paid, in addition to the pay provided in Article 15.4(1) hereof, at a rate equal to one and one-half times his/her regular rate of wages for the actual hours worked by him/her on that holiday with a minimum of three hours for which three hours' service may be required, but an employee called for a specific purpose shall not be required to perform routine work to make up such minimum time.

**15.5** Shifts or tours of duty commencing between 12:00 midnight on the eve of the general holiday and 11:59 p.m. on the night of the

general holiday, both times inclusive, shall be considered as work on that holiday.

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

## **ARTICLE 16**

### **Health and Welfare**

#### **16.1 Employee Benefit Plan**

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

#### **16.2 Life Insurance Upon Retirement**

An employee who retires from the service with a company pension at or after age 65 will be provided a \$6,000 death benefit. If retirement on 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.

#### **16.3 Dental Plan**

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.

#### **16.4 Extended Health Care Plan**

The Extended Health Care Plan shall be that plan known as the "Extended Health Care Plan for Scheduled Employees of Canadian Railways", as revised, amended or superseded by any agreement to which the parties to this Collective Agreement are signatories.

#### **16.5 Injured on Duty**

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.

#### **16.6 Continuation of Benefits**

Employees retiring from the service prior to age 65 either:

- (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

Pension Plan.

Will have their life insurance, Dental Plan and Extended Health Care Plan continued until they attain the age of 65.

### **16.7 Workers' Compensation/Weekly Indemnity**

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

### **16.8 Workers' Compensation Benefits**

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

### **16.9 Same Sex Benefits**

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

## **ARTICLE 17**

### **Students**

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

(b) The rate of pay for students will be \$8.00 per hour. Effective on the ratification of this agreement, the Student rate of pay will be increased from \$7.25 per hour to \$8.00 per hour. Future wage increased will also be applied to this rate of pay.

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

**17.2** It is intended that students hired under this program will perform the more junior duties in the office, such as, filing, sorting, copy work, delivering mail and such similar duties except as otherwise contemplated in Article 14.15.

**17.3** In the application of Article 14.15, the following guidelines will be observed:

(a) Students will not be assigned to fill regular positions of employees on vacation except where lower rated positions (Groups 2 and 3) are involved.

(b) Before students are assigned to do higher rated work of regular employees the company may, when conditions permit, assign such work to lower rated employees holding established positions in the office concerned in order that they may gain experience on such higher rated positions.

(c) Regular employees will be given first opportunity for advancement when vacation relief is required in such areas as the Bus Garage provided an increase in pay is involved and provided that such move will not unduly interfere with the work flow in their own departments.

**17.4** A student hired directly from the Student Program into the regular work force shall have the period worked as a student immediately preceding the transfer applied toward the rate progression provided for in Article 24.

**17.5** Students hired under this program will be engaged for a specific relief schedule and will be terminated on completion of the work.

## **17.6 LEFT BLANK INTENTIONALLY**

**17.7** The position of summer clerk in the Toronto Sales Office will be included in the Student Relief Program.

**17.8** Should unforeseen circumstances arise or problems develop these will be resolved by discussions between the President, ONEIU and the Director Human Resources.

## **ARTICLE 17A Temporary Help**

**17A.1** When it is necessary to hire into the General Office group to fill temporary vacancies of more than 60 days resulting from maternity leave, illness, leave of absence, and/or temporary positions, temporary employees will be hired under the following conditions:

- (i) Such temporary employees will not establish or accumulate seniority.
- (ii) They will be paid at 85% of Rate Group 1 and will not be entitled to fringe benefits except those required by law.
- (iii) Regular employees will be given first opportunity for higher rated positions before a temporary employee is hired.
- (iv) In the event of lay offs, permanent employees will be retained in preference to temporary employees.
- (v) A temporary employee hired directly into the regular work force shall have the period worked as a temporary employee immediately preceding the transfer applied toward the rate progression provided for in Article 24.

**17A.2** Where temporary vacancies of 60 days or less are required to be filled the parties will decide whether such vacancies will be filled by a temporary employee or by a student.

**17A.3** Should unforeseen circumstances arise or problems develop, these will be resolved by discussions between the President, ONEIU or Designate and the Director Human Resources.

## **ARTICLE 18 Bereavement Leave**

**18.1** Upon the death of an employee's spouse or child, the employee shall be entitled to four days bereavement leave without loss of pay provided he/she has not less than three months cumulative

compensated service.

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

\* Effective January 1, 1998 "parent" will be added to the four (4) day leave provision.

"An employee who, while on scheduled vacation, becomes eligible for bereavement leave will be able to reschedule the vacation days affected by the bereavement leave. Such vacation will be taken at a time mutually agreeable to the Company and the employee."

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

## **ARTICLE 19**

### **Deduction of Union Dues**

**19.1** The Railway shall deduct on the payroll for any pay period which contains the 24th calendar day of a month from the wages due and payable to each employee coming within the scope of this collective agreement an amount equivalent to the uniform monthly union dues of the Ontario northland employees independent union (hereinafter referred to as the "Brotherhood") subject to the conditions and exceptions set forth hereunder.

**19.2** The amount to be deducted shall be equivalent to the uniform, regular dues payment of the Brotherhood covering the position in which the employee concerned is engaged and shall not include initiation fees or special assessments. The amount to be deducted

shall not be changed during the term of this agreement except to conform with a change in the amount of the regular dues of the Brotherhood in accordance with its constitutional provisions. The provisions of this Article shall be applicable on receipt by the Railway of notice in writing from the Brotherhood of the amount of regular monthly dues.

**19.3** Employees filling positions of a supervisory or confidential nature not subject to all the rules of this Agreement as agreed between the appropriate Officers of the Railway and of the Brotherhood shall be excepted from dues deduction.

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

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

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

**19.7** Employees filling positions coming within the scope of more than one wage agreement in the pay period which the deduction is made shall have dues deducted for the Organization holding the agreement under which the preponderance of their time is worked in that period. Not more than one deduction of dues shall be made from any employee in any month.

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

**19.9** The amounts of dues so deducted from wages accompanied by a statement of deductions from individuals shall be remitted by the Railway to the officer of the Brotherhood as may be mutually agreed by the Railway and the Brotherhood, not later than 40 calendar days following the pay period in which the deductions are made.

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

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

**19.12** In the event of any action at law against the parties hereto or any of them resulting from any deduction or deductions from payrolls made or to be made by the Railway pursuant to Article 19.1 of this agreement, both parties shall cooperate fully in the defence of such action. Each party shall bear its own cost of such defence except that if at the request of the Brotherhood counsel fees are incurred these shall be borne by the Brotherhood. Save as aforesaid the Brotherhood shall indemnify and save harmless the Railway from any losses, damages, costs, liability or expenses suffered or sustained by the Railway as a result of any such deduction or deductions from payrolls.

## **ARTICLE 20**

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

**20.1** The provisions of the governing supplemental agreement shall apply with respect to the Employment Security and Income

Maintenance Plan.

**ARTICLE 21**  
**Left Blank Intentionally**

**ARTICLE 22**  
**"Excepted" and "Starred" Positions**

**22.1** The position of switchboard/receptionist under the jurisdiction of the Records Department will be completely excepted from the terms of the agreement. This function will be performed by part-time or other employees who will not be part of the bargaining unit. Bargaining unit employees will not be used to relieve this position except for coffee breaks and short periods of relief during the day.

**22.2** In making appointments to excepted positions listed herein, seniority and displacement rules do not apply. Excepted positions as follows shall not be bulletined when vacant and are not subject to the general terms of the agreement.

- (a) \_\_\_ Chief Clerk, Office Supervisors
- (b) \_\_\_ Secretaries
- (c) \_\_\_ Chief Timekeeper
- (d) \_\_\_ Internal Auditor
- (e) \_\_\_ Commercial Clerk, Telecommunications
- (f) \_\_\_ Cost Analyst, Mechanical
- (g) \_\_\_ Account Supervisor, Telecommunications
- (h) \_\_\_ Supervisor AAR Procedures
- (i) \_\_\_ Records Supervisor
- (j) \_\_\_ Correspondence Clerk, Records
- (k) \_\_\_ Administration Supervisor, Engineering
- (l) \_\_\_ Land Inventory Assistant, Legal Department

**22.3** The following "starred" positions shall be bulletined in the usual manner when vacant and shall be subject to the general terms of the agreement except that displacement rules do not apply. Article 4.1(b) will be strictly applied.

- (m) \_\_\_ Principal Clerk
- (n) \_\_\_ Travel Counsellors
- (o) \_\_\_ Customer Services Clerk (Toronto)
- (p) \_\_\_ Clerk 4 - Bus Operations

**22.4** All positions listed in Articles 22.2 and 22.3, shall be filled from employees on the seniority roster covered by this schedule.

## **ARTICLE 23**

### **Creation of New Positions**

**23.1** When additional positions are created coming within the scope of this Schedule, compensation will be fixed in conformity with that for positions of the same class as shown herein.

**23.2** Positions (not employees) shall be rated. Before rates and duties for new positions are fixed, the management shall confer with duly accredited representatives of the employees.

**23.3** Established positions shall not be discontinued and new ones created under a different title covering the same class of work for the purpose of reducing the rate of pay, or evading the application of these rules.

**23.4** Changes shall be made in agreed basic rates of pay for individual

positions only when warranted by changed conditions. When changes in basic rates of pay are proposed, the positions affected will be reviewed and compared with the duties and responsibilities of comparable positions by the proper officer of the company and the President, ONEIU. Reduction in the basic rate of pay for any position will be made only when a permanent vacancy occurs in such position.

**ARTICLE 24  
Rates of Pay**

**Effective**

	<u>Jan. 1/99</u> 1.5%	<u>Jan. 1/00</u> .30/hr.	<u>Jan. 1/01</u> 2.0%
<b>24.1 Rate Group</b>			
1	\$633.81	\$645.81	658.73
2	703.73	715.73	730.05
3	719.69	731.69	746.32
4	735.63	747.63	762.58
5 751.55	763.55	778.82	
6	804.55	816.55	832.88
7	843.53	855.53	872.65
8	855.94	867.94	885.30

**24.2 Salary Treatment - New Employees**

All employees entering the General Office group will be compensated as follows:

- (a) For the first 6 months of service - 85% of the rate of the position occupied.
- (b) For the second 6 months of service - 90% of the rate of the position occupied.
- (c) Thereafter - the rate of the position occupied.
- (d) One hundred and thirty days' compensated service in any position covered by this agreement will constitute six months' service.

**24.3 Shift Differentials**

Effective January 6, 2000 employees whose regularly assigned shifts commence between 1400 and 2159 hours shall receive a shift differential of 40¢ per hour, and employees whose regularly assigned shifts commence between 2200 and 0559 hours shall receive a shift

differential of 45¢ 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.

## **TERMINATION**

The provisions of this agreement supersede all previous agreements, rulings and interpretations which are in conflict therewith. This agreement shall remain in effect until December 31, 2001 and thereafter subject to 120 days notice in writing from either party of its desire to revise, amend or terminate it. Such notice may be served at any time subsequent to August 31, 2001.

Dated at North Bay, Ontario this 6th day of January, 2000.

**For the Union:**

D. Graham  
President, ONEIU

**For The Company:**

K. J. Wallace  
President

**Note:** All changes in this agreement are pursuant to the terms agreed upon in the Master Agreement signed by the parties on January 6, 2000 and the Article III Agreement signed April 13, 2000. In the event that any discrepancies may appear, the terms of the Master Agreement and Article III Agreement shall prevail.

June 13, 1978

8320-6

Mr. A.J. Tiernay  
General Chairman  
B.R.A.C.

Dear Mr. Tiernay:

This refers to your letter of June 6, 1978 in connection with employees hired at Northern points for temporary vacancies.

As suggested, I agree that when an employee is hired to fill an unbid bulletined temporary vacancy, such employee, if retained beyond the probationary period, will accumulate seniority from the date of entering the service on the unbid position. It is understood that, should employees in these situations not exercise their seniority within ten days of completion of the temporary work, they will forfeit their seniority and be terminated.

It is also understood that the foregoing provisions do not alter Section 7(a) of the Memorandum of Agreement signed on May 12, 1978 which provides that vacation and incidental relief, when provided, and unbid temporary vacancies at Northern points will be at Group 1 rates.

As discussed, will you please indicate your concurrence in the space provided at the bottom of this letter and return one copy for our files.

Yours very truly,

D.V. Allen

Director Personnel  
and Labour Relations

I Agree:

A.J. Tiernay  
General Chairman  
January 19, 1979

8320-6

Mr. D.V. Allen  
Director Personnel  
and Labour Relations

RE: Sick Leave - Office clerks

This will serve to clarify the sick leave arrangement for Office clerks.

1. No leave will be allowed until an employee has completed four full calendar years of service. After this period a maximum of one day per year will be allowed for each completed year of service as at January 1st of each year.

Example:

Balance of year hired

and first four full calendar years - No leave

During 5th full calendar year - 4 days

During 6th full calendar year - 5 days

And so on

2. Sick leave will be granted only where the work is carried on by the balance of the staff without additional cost to the company.
3. Where an employee is granted sick leave under this arrangement his/her weekly indemnity entitlement is reduced accordingly.

4. An employee who exhausts all benefits from sick leave, weekly indemnity and unemployment insurance will be granted an extension of weekly indemnity benefits equal to the number of unused days of his or her sick leave in the previous year provided that his privilege will not result in additional costs to the company for relief purposes.

F.S. Clifford  
General Manager

## Ontario Northland Railway

North Bay, Ontario

April 26, 1982

8000-51G

Mr. A. Passaretti      Mr. J.D. Hunter  
Vice-President National Vice-President

Brotherhood of  
Maintenance of  
Way Employees

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

Canadian Brotherhood  
of Railway, Transport and  
General Workers

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

Clerks

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. Dyment

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

## Ontario Northland Railway

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 nor to the

performance of warranty work.

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

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

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

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

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

Yours truly,

P.A. Dymont  
General Manager

**OFFICE CLERKS  
List of Positions**

<b><u>Executive</u></b>	<b><u>Rate Group</u></b>
Secretary to the President	Excepted
Executive Secretary	Excepted
<b>Legal</b>	
Land Inventory Assistant	Excepted
Secretary	Excepted
<b>Purchasing</b>	
Office Supervisor	Excepted
Principal Clerk Sr. *8	
Price Clerk 6	
Stationary/Stores Clerk Stores 5	
Clerk-Typist 5	
Clerk4	
Clerk 3	
<b>O. N. Tel</b>	
Secretary	Excepted
Principal Clerk Sr. *8	
Principal T & T Clerk Jr. *7	
Telephone Clerk 6	
Computer Operator (Thibeault Hill) 5+6	
Leased Circuit Order Clerk (Timmins)	6
Clerk Steno (Marketing) 3	
Admin Plant Clerk 3	
Operations Clerk 3	
Clerk-Typist 2	
Clerk-Typist - New Liskeard 2	
Clerk-Typist - Timmins 2	
Clerk-Typist - Timmins (Half Day) 2	
Clerk-Typist - Moosonee (Half Day) 2	
Correspondence Clerk 1	

**Rail Administration**

Manager Administration

Excepted

Secretary

Excepted

General Clerk 6

General Typist 4

Clerk Typist 3

Clerk Typist 2

**AAR Procedures & Systems**

Supervisor

Excepted

Principal Repair Clerk Jr. \*7

**Equipment Maintenance - North Bay**

Clerk Typist 4

Clerk Typist 4

**Maintenance of Way**

Clerk Typist - Englehart 4

Clerk Typist - Cochrane 3

Clerk Typist - North Bay 3

**Train Operations**

Chief Clerk

Excepted

Secretary

Excepted

Principal Clerk Sr. \*8

Clerk 4

Clerk-Steno 4

**Mechanical - Cochrane**

Clerk-Typist 2

**Passenger Revenues**

Office Supervisor

Excepted

Internal Auditor

Excepted

Principal Clerk Sr. \*8

Audit Clerk 6

Audit Clerk 6

Audit Clerk 6

Passenger Clerk Seasonal 6

Passenger Clerk Northlander 5

Passenger Clerk 5

Passenger Clerk 2

Passenger Clerk 1

**Freight Revenue**

Office Supervisor

Excepted

Principal Clerk Sr. \*8  
General Audit Clerk 6  
Freight Rate Clerk - Received 6  
Freight Rate Clerk - Forwarded 6

**Budgets**

Analyst \_\_\_\_\_ Excepted  
Statistical Clerk 5

**Disbursements**

Office Supervisor \_\_\_\_\_ Excepted  
Principal Clerk Sr. \*8  
General Clerk 3  
Clerk Typist (Account Receivable) 3  
Clerk Typist (Accounts Payable) 3

**Payroll**

Chief Timekeeper \_\_\_\_\_ Excepted  
Principal Clerk Sr. \*8  
Clerk (2) 6  
Clerk Typist 3  
Keyer & Verifier 2

**Treasury**

Chief Clerk \_\_\_\_\_ Excepted  
Principal Clerk Jr. \_\_\_\_\_ \*7  
Clerk Steno 3

**Customer Services**

Secretary \_\_\_\_\_ Excepted  
Travel Counsellor 4  
Clerk Typist 4

**Bus Operations**

Bus Service Clerk \*6

**Human Resources**

Secretary \_\_\_\_\_ Excepted  
Worker Compensation\Benefit Clerk 6  
Clerk Typist 4

**Public Affairs**

Clerk Typist 5

**Records**

Support Services Co-ordinator \_\_\_\_\_ Excepted  
Clerk Typist 3  
Clerk Typist 2  
Clerk Typist \_\_\_\_\_ 1

April 6, 2000

**Letter of Understanding Concerning Rate Group Definitions**

The parties agree that, during the closed period of the collective agreement, a joint committee, made up of two (2) members of the ONEIU and two (2) members of management, will be mandated to conduct a review of the criteria for each of the rate group classifications for the office clerks.

Mandate:

The committee will conduct a full review of the types of duties and responsibilities of each of the clerical rate group positions. The committee will then develop a set of criteria guidelines for each rate group. These guidelines will be consistent with Article 23 of the collective agreement.

Signed at North Bay, Ontario this 13th day of April, 2000

For ONEIU _____	For ONTC
Debbie Graham _____	Laurie K. Marcella
Shelley Brown _____	M. J. Restoule

April 6, 2000

## **Letter of Understanding regarding Salary Continuation**

Both parties agree that the company will continue to pay members of the union while attending authorized union business and the company will invoice the union for reimbursement. It is agreed that the union will reimburse the company within 30 days from receipt of billing. The company retains the right to cancel for payment not received.

Requests for leave, on the designated form, will be authorized by the President, ONEIU or designate and presented tot he immediate superior at least two days in advance

Effective up to and including the expiry date of the Memorandum of Agreement signed April 6, 2000.

Signed at North Bay, Ontario this 13th day of April, 2000.

Debbie Graham  
Shelley Brown

L. K. Marcella  
M. J. Restoule

**REQUEST FOR LEAVE  
AGREEMENT NO. 1 CONTINUATION OF WAGES**

TO: \_\_\_\_\_  
(Immediate Supervisor)

**RE: Leave - Under Letter of Understanding,  
Agreement No. 1**

In accordance with Letter of Understanding - Agreement No. 1, the union hereby requests leave for:

\_\_\_\_\_  
Employee Name and No.  
for the following period: \_\_\_\_\_

\_\_\_\_\_  
It is agreed that the Company will continue wages and the Union will reimburse the wages and associated payroll costs within 30 days from receipt of billing.

\_\_\_\_\_  
Union Approval

\_\_\_\_\_  
Date

\_\_\_\_\_  
Supervisor Approval

\_\_\_\_\_  
Date

**NOTE:** All request forms must be presented to the immediate supervisor.

- No. of copies - 1 - Employee  
1 - Union  
1 - Supervisor  
1 - Payroll

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