

## **Preamble**

- 1.** No ruling will be made by an officer of the railway changing any generally accepted interpretation of any article or rule of this schedule without first having discussed the matter with the General Chairman. A copy of the rules will be furnished to the General Chairman.
- 2.** No local arrangements or rules which conflict with the generally accepted interpretation of the provisions of this agreement will be entered into unless first approved by the General Chairman affected and the proper officer of the railway.
- 3.** The word "Trainmen" as used in this agreement applies to conductors, baggagemen, brakemen and flagmen.
- 4.** The word "Yardmen" as used in this agreement applies to yard foremen and yard helpers.
- 5.** The use of the masculine gender in this agreement includes the feminine.



# **ARTICLE 1**

## **Passenger Service**

### **1.1 Rates of Pay**

(a) The rates of pay for passenger trainmen on trains propelled by steam or other motive power shall be as shown in Article 99.1(a).

(b) Extra service may be required sufficient to make up the monthly guarantees, and may be made between regular trips, on lay-off days, or before or after completion of the trip. If extra service is made between trips, which go to make up a day's assignment, such extra service will be paid for on the basis of miles or hours, whichever is the greater, with a minimum of one hour. Extra service before or after completion of a day's work will pay not less than the minimum day.

(c) Passenger trainmen who work only a portion of a month on any assigned run will be paid their full proportion of the compensation provided for such run under this schedule.

(d) Trainmen used as assistant conductors will be paid at passenger conductors' rate of pay.

### **1.2 Basic Day**

(a) One hundred and fifty miles or less (straight-away or turn-around) shall constitute a day's work. Miles in excess of one hundred and fifty will be paid for at the mileage rates provided.

(b) A passenger day begins at the time of reporting for duty for the initial trip. Daily rates obtain until the miles made at the mileage rates exceeds the daily minimum.

### **1.3 Overtime**

(a) Passenger trainmen on short turnaround runs, no single trip of which exceeds eighty miles, including suburban and branch line service, shall be paid overtime for all time actually on duty, or held for duty, in excess of eight hours (computed on each run from the time required to report for duty until end of that run) within nine consecutive hours, computed continuously

from time first required to report to the final release at the end of the last run. Time shall be counted as a continuous service in all cases where the interval of release from duty at any point does not exceed one hour. This article applies regardless of mileage made.

(b) Trainmen on other passenger runs shall be paid overtime on a speed basis of 20 miles per hour, computed continuously from the time required to report for duty until released at the end of the last run. Overtime shall be computed on the basis of actual overtime worked or held for duty, except that when a minimum day is paid for the service performed overtime shall not accrue until the expiration of seven hours and thirty minutes from time of first reporting for duty.

(c) Overtime in all passenger service shall be computed for each employee on the basis of actual overtime worked, or held for duty, at the rates shown in Article 99.1(b).

### **Examples of Overtime Article 1.3**

1. A passenger crew is in short turnaround service making several turns from 700 hours to 1700 hours and is relieved for a period in excess of one hour during the first nine hours of duty.

The one hour is deducted from nine hours and the crew is entitled to one hour's overtime.

2. A passenger crew is in short turnaround service from 0800 hours to 2000 hours, is relieved during this period several times for a few minutes - 10, 15, 25 and in one case 59 minutes, but due to the fact that they were not relieved over one hour in any one period, continuous time is allowed, and crew is entitled to four hours overtime.

3. (a) A crew is in short turnaround passenger service. The day begins at 0600 hours, crew is relieved at 0900 hours, again goes on duty at 1500 hours, and is finally relieved at 2000 hours.

The crew is on duty or held for duty three hours in the first nine consecutive hours between 0600 hours and 1500 hours, therefore, no overtime accrues under the 8 within 9 hour provision: crew is entitled to five hours overtime for the period from 1500 hours to 2000 hours.

(b) For some reason on a given day this crew is kept on duty in its regular assignment from 0600 hours to 1430 hours and again goes on duty at 1531 hours, finally relieved at 2005 hours.

This crew has made 8 hours and 30 minutes or 30 minutes overtime in the first nine consecutive hours; in addition to this has made five hours and five minutes overtime after the expiration of the first nine hours (1500 hours) for a total of 30 minutes, plus five hours and five minutes, equalling five hours and 35 minutes overtime for the trip.

4. A crew is on duty from 0700 hours to 1530 hours, resumes duty at 1800 hours and is relieved at 1900 hours.

Crew is on duty 8 hours and 30 minutes within the first 9 hour period, producing 30 minutes overtime in this period. Time in excess of 9 hours (1600 to 1900) 3 hours, making a total of 3 hours and 30 minutes overtime.

5. A crew is on duty from 0600 hours to 1200 hours; resumes duty at 1330 hours and is relieved at 1900 hours.

The crew is on duty 7 hours and 30 minutes within the first 9 hour period, therefore no overtime accrues under the 8 within 9 hour provision. Time in excess of 9 consecutive hours is 4 hours, making a total of 4 hours overtime.

6. A crew arrives at turning point at say 1200 hours, leaves at 1329 hours but is required to report for duty 30 minutes before departure of train, they would be entitled to continuous time as the interval of release from duty would be less than one hour.

#### **1.4 Assignments, How Paid**

(a) Turnaround run assignments over 80 miles one way will

be paid continuous time from time coming on duty for initial trip until relieved at initial terminal, or the Railway may elect to pay a minimum day's pay in each direction provided each day's work is paid for on the same basis, excepting however, that the Railway will not be required to pay continuous time for weekend layover but may in such cases pay minimum day's pay each way Saturday and Monday.

(b) Crews running between two points (not over 150 miles one way) required to double the road in any one day's work and single the road in another day's work will be paid continuous time for the day's work when doubling the road and minimum day's pay in each direction for the day's work when only a single trip is made. Turnaround trips will in all such cases be out of the same terminal. In advertising such assignments, it will be indicated which train will be paid for as turnaround and which at minimum day's pay.

(c) A passenger crew operating a turnaround run of 150 miles or over one way shall be paid on the basis of two separate days, going trip being completed on arrival at the turning point.

### **1.5 Passenger Terminal Detention**

(a) Passenger Trainmen will be paid initial terminal detention for all time required to be on duty prior to the time train is ordered to leave, and also for all time held at terminal until train actually leaves terminal.

(b) Passenger Trainmen held at Terminal points after the arrival of train has been registered shall be paid for such time at overtime rates.

(c) When a train making an objective terminal is held out of such terminal at semaphore, yard limit board, or behind another train similarly delayed, on account of yard being congested, or other conditions exist which make it impossible for the train to be taken in promptly, the crew shall be paid overtime at road rates from the time first stopped until finally

released from duty.

(d) Terminal time will be paid on the minute basis, each three minutes to count as one mile.

(e) Time paid as terminal time may be used to make up the minimum day.

(f) Time paid as terminal time will not be included when computing road overtime.

### **1.6 Placing or Putting Train Away**

Passenger train crews at terminals will be paid a minimum of one hour at through freight rates when required to put away train on completion of trip and a minimum of one hour at through freight rates when required to place train at station before commencement of trip. This provision not to apply to trains not making their daily minimum mileage.

### **1.7 Handling Freight Cars**

Passenger crews when handling a freight car, or cars, (not express) enroute, will be paid through freight rates for the actual mileage with such car or cars.

### **1.8 Extra Passenger Service**

(a) A passenger crew used in extra passenger service, as per Article 1.9, will be returned to the original terminal deadhead on first available train, bus or by taxi or with light engine (suitable seating), unless required to be held for return passenger movement, and will not be required to handle freight cars. When crews are returned deadhead or with light engine and van or other suitable car Article 2.13(a) will not apply.

(b) A trainman used as Extra or Second Man on a passenger train will be returned deadhead on first available train, unless required to work back on another passenger train within 16 hours of his arrival. If held more than 8 hours Article 18 will apply.

### **1.9 Extra Mileage**

Passenger trainmen making extra mileage on other than their assigned trips, on their assigned runs, will be paid through

freight rates, except when turned between subdivisional terminal points, in which case they will be paid their passenger rates.

### **1.10 Freight Trainmen Running Passenger**

(a) Trainmen regularly assigned to freight or yard service called for passenger service, except as Conductors and/or Assistant Conductors, will be paid through freight rates.

(b) Trainmen used as assistant conductors will be paid at passenger conductor's rate of pay.

(c) North Bay and Englehart spareboards will protect all passenger work out of their respective terminals. When spareboard employees are used in passenger service they will be paid passenger rates.

In cases where spare men are called simultaneously, the following procedure will govern:

1. Baggage man
2. Brakeman
3. Flagman
4. Other

(d) A passenger trainman used in extra service to complete a freight crew in the manning of a section of a regular train or and extra passenger train will be paid on the basis and at rates applicable to trainmen of the crew of which he becomes a member while engaged on such trains.

(e) When crews are returned to other than original point or terminal of going on duty, the company will provide free transportation between the two named points.

### **1.11 Accommodation for Passenger Trainmen**

Suitable accommodation will be provided for passenger trainmen required to lay over at turnaround points.

### **1.12 Pay for Handling Mail-See Article 99.6**

### **1.13 Reduction in Crews or Increases in Mileage**

(a) Reductions in crews or increases in mileage in passenger service, from assignments in effect January 1, 1919, shall not be made for the purpose of offsetting these increases in wages, but nothing herein is understood to prevent adjustment of runs in short turnaround or suburban service that are paid under minimum rules for the purpose of avoiding payment of excess mileage or overtime that would accrue under these rules, without reducing the number of crews. Such runs may be rearranged, extended, or have mileage changed by addition of new train service; separate pools or assignments may be segregated or divided, provided that crews are not taken off or reduced in number.

(b) Added mileage up to mileage equalling the mileage rate divided into the guaranteed daily rate does not change, take from or add to the minimum day's pay and this added mileage is not to be construed as "Increase in Mileage" within the meaning of this Article 1.13.

### **1.14 Uniforms**

(a) Trainmen regularly assigned to passenger or mixed train service and required to wear uniforms, will be supplied with uniform free of cost to them.

(b) Trainmen assigned to passenger service, who are entitled to, and follow, such service permanently, will be supplied annually with:

Two Uniforms

One Parka (when required)

One Nylon Jacket (when required)

Four Uniform Shirts

Two Ties

One Sweater or Vest (optional)

The above will be supplied to employees coincident with bulletining of runs under Articles 40 and 41.

(c) Spare passenger trainmen will be supplied with new uniform as required.

(d) Other trainmen who are liable to be used in passenger service, and who wish to equip themselves for such service, may obtain uniform on application. Replacements will only be authorized as required, dependent on the condition of the old uniform and the previous service performed in which the wearing of a uniform was necessary. Men who fail to secure uniforms under this arrangement will not be considered as available for passenger service and may be run around in manning passenger service, and when so run around are not entitled to mileage referred to in Article 17.

(e) Instructions with regard to uniform dress will be issued by the company and will be adhered to by the employees concerned.

### **1.15 Deadhead Passenger Equipment**

Spare crews handling trains consisting exclusively of deadhead passenger equipment shall be compensated at rates of pay under rules applicable to passenger service.

### **1.16 Cancelled**

Trainmen employed in passenger service shall be paid a minimum day for each tour of duty cancelled. This article will not apply to cancellations due to shortage of men.



## **ARTICLE 2**

### **Freight Service**

#### **2.1 Rates of Pay**

(a) The pay in through, irregular, pusher, helper, work, wreck, construction, and snow plow shall be as shown in Article 99.2(a).

(b) The pay in wayfreight service shall be shown in Article 99.2(b).

(c) Runs of 100 miles or less, eight hours or less, either straightaway or turnaround, shall, except as otherwise provided in Article 2.13(d) be paid as 100 miles.

(d) Basic rates in all train service other than passenger shall be increased according to the maximum number of cars including van, hauled in trains at any one time on a road trip anywhere between initial starting point and point of final release, as shown in Article 99.7 on the following basis:

61-80 cars - differential

add the same differential for each block of 20 cars or portion thereof.

#### **2.2 Basic Day and Overtime**

(a) In all classes of service, other than passenger, trainmen's time will commence at the time they are required to report for duty and shall continue until the time they are relieved from duty at terminal.

(b) In all road service, except passenger service 100 miles or less, eight hours or less (straightaway or turnaround), shall constitute a day's work. Miles in excess of 100 will be paid for at the mileage rates provided.

(c) On runs of 100 miles or less, overtime will begin at the expiration of eight hours; on runs over 100 miles overtime will begin when the time on duty exceeds the miles run divided by 12 1/2. Overtime shall be paid for on the minute basis at a rate per hour of 3/16 of the daily rate (equivalent to 18 3/4 miles per hour).

(d) In through freight, extra passenger and work service turnaround runs 100 miles or more in each direction shall be paid as separate trips, outbound trips being completed on arrival at turning point.

### **2.3 Guarantee in Assigned Service**

(a) Regular assignments may be established in through freight, wayfreight, wreck, work and construction service to operate in accordance with the requirements of the service provided that trainmen on such assignments are guaranteed 3,000 miles per month. The guarantee shall be reduced by 100 miles for each general holiday occurring in any month. If through act of Providence, it is impossible to perform regular service, guarantee does not apply.

(b) Crews may be used in other service to complete the guarantee when, for any reason their assignment is discontinued. When so used, they shall be paid at the rates applicable to the service performed subject to a minimum allowance for each day used equal to the daily earnings of their regular assignment.

### **2.4 (a) Combination Service**

Trainmen performing more than one class of road service in a day or trip, will be paid for the entire service at the highest rate applicable to any class of service performed. The overtime basis for the rate paid will apply for the entire trip.

### **2.4 (b) Composite Service**

When a trainman is engaged during a trip or day's work partly as a conductor and partly as a brakeman or baggageman, he will be paid for the entire service at the rate of pay of the highest rated occupation in which he was engaged.

### **2.5 Initial Terminal Time**

(a) Initial terminal time will be paid for on the minute basis at pro rata rate (each 4.8 minutes to count as one mile), computed from the time required to report for duty until engine passes outer switch (i.e., main track switch connecting with the

yard track) of the yard in which the train originated with the following exceptions:

- (1) At terminals where there is a series of yards, when trains pick up or set out a car or cars, or perform switching in a yard in the terminal after leaving the yard in which the train originated, the initial terminal time will cease at the time the engine passes the outer switch of the last yard in the terminal.
  - (2) When trains (such as express or mixed trains) originate at the passenger stations and no car is picked up or set out in a yard at the terminal after leaving the passenger station, initial terminal time will cease at time of departure of train from passenger station.
- (b) Time paid as initial terminal time will be deducted in computing overtime, and may be used to make up the basic day.
- (c) This Article 2.5 does not apply to work or construction service on which initial terminal time will be included in time for computing overtime under Article 2.2.

## **2.6 Final Terminal Time**

- (a) Final Terminal time will be paid for on the minute basis at pro rata rate (each 4.8 minutes to count as one mile), computed from the time engine reaches designated main track switch connecting with the yard track, provided however that:
- (1) Trainmen on overtime on arrival at the point where final terminal time begins will be paid final terminal time until crew is released from duty at a rate per hour of three-sixteenths of the daily rate.
  - (2) Trainmen not on overtime on arrival at the point where final terminal time begins but the overtime period commences before crew is released from duty will be paid final terminal time at a rate per hour of one-eighth of the daily rate up to the time when overtime commences, and at a rate per hour of three-sixteenths

of the daily rate thereafter until released from duty. The overtime period commences when the time on duty (computed from time initial terminal time ceases) exceeds the miles run divided by twelve and one-half.

(b) Should train be delayed at semaphore, yard limit board or behind another train similarly delayed, time shall be computed from the time the engine reaches that point until the time the Conductor registers off duty, but should the crew be held on duty thereafter to perform service in connection with their own train, or terminal switching, (full crew to be used) the terminal time will be extended to include the time so occupied provided that:

(c) At terminals where there is a series of yards when a car or cars are picked up or set out or switching is performed in yards prior to reaching the yard to which train is destined final terminal time will be computed from the time engine reaches the designated main track switch connecting with the yard track of the first yard in the terminal.

**And**

(d) At terminals where there is a series of yards, when a train is ordered to go beyond the yard in which the train is usually yarded, the terminal time will be computed from the time train reaches the designated main track switch connecting with the yard track of the yard in which the train is usually yarded, unless the crew has been advised prior to arrival within twenty-five miles of the terminal that the yard of destination has been changed.

**And**

(e) When the passenger station is the destination of the train, and no car is picked up or set out in the yard at the final terminal before arriving at the passenger station, final terminal time will be computed from the time of arrival at passenger station.

(f) Time paid as final terminal time will be deducted in

computing overtime under Article 2.2.

(g) This Article 2.6 will apply to work or construction service on turnaround runs of one hundred miles or more in each direction, but will not apply to other work or construction service on which final terminal time will be included in time for computing overtime under Article 2.2.

## **2.7 Trip Mileage**

(a) When initial and final terminal time are payable under this Article, the trip mileage will be computed from the point where final terminal time begins and will include all miles run between such points.

(b) When initial and final terminal time are not payable under this Article, the trip mileage will include the miles run in the initial and final terminals.

## **2.8 Through Freight Rates**

(a) Through freight rates will be paid and through freight conditions will apply to trainmen in the following instances:

(i) Trainmen running with light engine or with engine and caboose.

(ii) Trainmen running with sperry car which does not test between initial and final terminals.

(iii) Trainmen running in snow service with plow only.

(b) The payment of through freight rates and conditions means that initial and final terminal time are payable and that the trip mileage is computed from the point where initial terminal times ceases to the point where final terminal time begins and will include all miles run between such points subject to Articles 2.5 and 2.6.

## **2.9 Switching at Terminals**

(a) Pro rata class rates per hour will be paid for time occupied in switching at initial and final terminals, not less than three of the train crew being used.

(b) In yards where yard crews are employed, trainmen will not be required to do switching outside of their own trains,

except to place cars of perishables.

(c) Trainmen ordered for switching service at points where yardmen are not employed, or trainmen on assignments where yard rates are now in effect, will be paid at rates and overtime conditions applicable to yard service.

(d) Trainmen ordered for train service required to perform four or more hours switching at initial or final terminal (three or more hours at Rouyn), where yardmen are not employed, will be paid for time so occupied at yard rates, and if time occupied exceeds eight hours, yard overtime conditions will apply. The time so paid will be deducted in computing overtime and, at the initial terminal, may be used to the extent necessary to make up the basic day (each 4.8 minutes to count as one mile).

## **2.10 Conversion Rule**

(a) Trainmen on through freight and mixed trains, required to load and unload wayfreight or Railway's material or switch enroute, i.e., station switching (moving from one siding to another or spotting a car (or cars) not handled in their own train) or switching (as hereinafter defined) in setting out and or picking up a car (or cars) handled in their own train, will (unless through freight basis including time allowable at overtime rate for the trip amounts to more) be paid at wayfreight rates for time so occupied, time so paid not to be included in computing overtime but may be used to the extent necessary to make up the minimum day and pay not to be in excess of wayfreight rates for the full trip.

In calculating time engaged in performing the work referred to under this rule, it is understood that the time will be continuous from the time such work is first started until it is finally completed.

(b) Through freight or mixed train Trainmen making more than five stops to take on or set out a car (or cars) or who make more than ten switches enroute, or a combination of seven movements of such service, will be paid wayfreight rates

for the trip.

- (i) At points where a STOP as above is counted, any SWITCHES made should not be counted, and vice versa.
- (ii) Switching enroute does not include switching at terminals before departure or after arrival of train.
- (iii) Stops and switches to set out bad order cars shall not be counted in applying this article.

## **2.11 Way Freight Handling**

(a) The Railway will arrange their wayfreight train service to avoid the handling of shed freight at night or on Sundays. No wayfreight will be started before 0400 hours or later than 1200 hours, and trainmen will be permitted to discontinue the handling of shed freight after 2000 hours.

(b) Trainmen will not be required to put freight in warehouses or sheds, except in cases of stress of weather, perishable freight, or an exceptional heavy piece. At points where freight is handled directly between cars and warehouse, also where there are no Agents and shelter is provided, freight will be housed.

## **2.12 Unassigned Service**

(a) Unassigned crews will run first-in, first-out of the terminals on their respective subdivisions except as otherwise provided in this Article.

(b) Trainmen in unassigned and irregular freight service may be called to make short trips and turnarounds with the understanding that one or more turnaround trips may be started out of the same terminal and paid actual miles with a minimum of 100 miles for a day, provided:

- (1) that the mileage of all the trips does not exceed 120 miles;
- (2) that the distance run from the terminal to the turning point does not exceed 30 miles; and
- (3) that the trainmen shall not be required to begin work

on a succeeding trip out of the initial terminal after having been on duty eight consecutive hours, except as a new day subject to first in-first out rule or practice.

(c) An unassigned crew which has come on duty in turn will remain with the train called for even though another crew comes on duty later and gets out of the terminal first. The first crew called will not be considered "run around" under these circumstances. This provision has been adopted as an operating convenience under certain circumstances and is not designed to circumvent the requirements of Article 17.

(d) When regular passenger train assignments extend over more than one subdivision and unassigned trainmen are required to augment the assigned crew, such men may be used through an intermediate terminal in the same manner as the assigned crew.

### **2.13 Light Running**

Trainmen running with light engine or with engine and van will be paid through freight rates.

### **2.14 First Crew to Deadhead**

When a deadhead crew is required, the first crew out will be called to deadhead and will hold its turn out at the distant terminal.

### **2.15 Actual Mileage Run will be Allowed to Trainmen**

- (a) Taken from trains on the road to assist other trains,
- (b) Doubling grades,
- (c) Running for supply of fuel or water,
- (d) When run more than one mile off the main line,
- (e) For plowing and flanging side tracks, such mileage to be added to the road mileage and allowed all members of the train crew.

### **2.16 Held for Duty as Conductor**

A trainman liable for service as conductor may be held off his/her assignment to meet the requirements of the service

when it is necessary to take action to ensure that such trainman will be available two hours prior to the time required to report as conductor. When so held and used he/she shall be paid not less than the earnings he/she would have made on his/her assignment. If held and not used, he/she will be paid the earnings of his/her assignment.

### **2.17 First Meal Entitlement**

(a) Trainmen in any class of road service other than those specified in Article 13.3 are entitled to have a meal after a reasonable interval on duty in accordance with the provisions of this Article.

(b) Trainmen will report for work at the home terminal or the away-from-home terminal suitable prepared, with sufficient food so that, except as otherwise provided by Article 2.18 the first meal is taken on the train without incurring delay to the train. Entitlement to a second meal shall arise only under the conditions set out in Article 2.19.

(c) In the application of this Article, where the words "supervisory employee" appears, they shall mean:

- (i) at the initial or final terminal, the Yard Co-ordinator or proper company officer where such are employed at that location; or
- (ii) in all other cases, the RTC.

### **2.18 Use of Eating Facility**

(a) At the initial terminal of their run, Trainmen shall have the option of using an available eating facility after 4 hours on duty. This does not preclude the supervisory employee from instructing the Trainmen to take the opportunity to use an eating facility, if he so desires, after 3 hours on duty. Trainmen declining such opportunity will be deemed to have foregone the entitlement to use an eating facility at the initial terminal.

(b) When Trainmen exercise the option to use an eating facility after 4 hours on duty, and the time taken in doing so exceeds 40 minutes, all time in excess of 40 minutes shall be

excluded from the 10 hours or more on duty, or the 11 hours or more on duty, as the case may be, in the application of Article 30. Time shall be calculated from the time transportation is made available to the Trainmen. This Clause (b) shall only apply in instances when the train is delayed solely as a result of the Trainmen using an eating facility.

(c) Except as otherwise provided by this Article 2.18 the first meal will consist of food carried for that purpose and this first meal will be taken without incurring delay to the train.

## **2.19 Second Meal**

(a) Trainmen will be afforded the opportunity for a second meal provided that they have been on duty at least 9 hours. The time for fixing the beginning of assignments for the purpose of a second meal is to be calculated from the time fixed for the crew to begin work as a unit without regard to preparatory or individual duties.

(b) Trainmen desiring a second meal must provide the supervisory employee with sufficient advance notice; in no case less than one hour. The supervisory employee may instruct the Trainmen to take the opportunity for a second meal prior to the expiration of 9 hours in instances where the train is delayed or is subject to delay. Trainmen declining such opportunity will be deemed to have foregone the entitlement to a second meal during their tour of duty.

(c) Trainmen who, pursuant to Article 2.18, have utilized an eating facility at the initial terminal or were afforded the opportunity to do so, will not be permitted stop, on the basis that they will have retained the food intended for consumption on the road. Thus, any second meal during the tour of duty will become their first meal on the road and will be taken in accordance with the provisions of Article 2.18(c).

(d) All members of the train and engine crew will take the opportunity for a second as a unit with the minimum time necessary to obtain the meal. Train and engine crews deadheading will take the opportunity for a meal as a unit at the same time as the working crew.

(e) If over 40 minutes is taken to obtain a second meal, all time over 40 minutes shall be excluded from the 10 hours or more on duty, or the 11 hours or more on duty, as the case may be, in the application of Article 30.

## **2.20 Second Meal at Final Terminal**

(a) Provided that they have been on duty at least 9 hours,

Trainmen will be afforded the opportunity for their second meal at the final terminal of their run when time occupied in yarding the train at the objective terminal will occupy more than 1 hour.

**Note:** In the application of this Article 2.20(a) Trainmen, still in the process of yarding their train at the expiration of the 1 hour, may be instructed to complete the yarding of their train. In such cases, they will be paid, over and above any final terminal time earned, an allowance of 40 minutes at the rate of service performed for which a maximum of 40 minutes work may be required before Trainmen will be allowed to eat.

(b) This second meal will be taken in accordance with the provisions of Article 2.19 except that a notice period of less than one hour may be sufficient.

(c) When time taken to obtain a meal at the final terminal occupies 40 minutes or less, no deduction will be made; if over 40 minutes is occupied, all time in excess of 40 minutes will be deducted from final terminal time.

## **2.21 Transportation to Eating Facility**

(a) When Trainmen are allowed to use an eating facility, the company will provide or arrange transportation to a facility at that location. Trainmen will be reimbursed for authorized transportation expenses. Claims for such expenses must be submitted on Form 1320 accompanied by receipts.

(b) The company may designate the eating facility to be utilized.

## **2.22 Early Report or Late Release**

Trainmen required to report for duty prior to the starting time of the crew as a unit, or required to remain on duty after the crew as a unit has been released from duty, to perform special service such as accompanying locomotive to or from the shops, will be paid for such excess time so occupied on the minute basis (each 4.8 minutes to count as one mile, with a minimum of three miles), and such time will not be included in computing overtime nor will it be used to make up the basic day.

## **ARTICLE 3**

### **Yard Service**

#### **3.1 Rates of Pay in Yard Service**

Rates of pay in yard service shall be as shown in Articles 99.3 and 99.4.

#### **3.2 Eight Hours or Less Shall Constitute a Day's Work**

Eight hours or less shall constitute a day's work.

#### **3.3 Forty Hour Week**

##### **(a) Work Week**

Unless otherwise provided in this Article a work week of forty hours, consisting of 5 consecutive days of eight hours each is established with two rest days in each seven except as provided in this Article. The work weeks will be established in accordance with the Railway's operation requirements.

##### **(b) Beginning of Work Week**

The term work week for regularly assigned employees shall mean a week beginning on the first day on which the assignment is bulletined to work, and for spare yardmen shall be a period of seven consecutive days starting with Monday.

**(c) Spare Yardmen**

Spare yardmen may work any five days in a work week and their days off need not be consecutive.

**(d) Relief Assignments**

- (i) When service is required by the railway on days off of regular assignments, it may be performed by other regular assignments, by regular relief assignments, by a combination of regular and regular relief assignment or by spare employees when not protected in the foregoing manner. Where regular relief assignments are established they shall, except as otherwise provided in this rule, have five consecutive days of work. They may on different days, however, have different starting times providing such starting times are those of the employee or employees relieved and have different points for going on and off duty which shall be the same as the employees relieved, except that in a seniority district having more than one spare board, such relief assignments as are established will be manned from the territory allotted to a particular spare board.
- (ii) Where regular relief assignments cannot be established for five consecutive days on the same shift, as provided for in Rule (d)(i) of this Rule, such assignments may be established for five consecutive days with different starting times on different points for going on and off duty in the same seniority district, which shall be the same as those of the employee or employees they are relieving, except that in a seniority district having more than one spare board, such relief assignments as are established will be manned from the territory allotted to a particular spare board.

- (iii) Regular relief assignments for yard crews will be established for the crew as a unit.
- (iv) It is recognized in the application of this Article 3.3 that the nature of the work on certain assignments will require that some member or members of the crew have knowledge of the work of the assignment and that this will be considered an operational problem.

### **3.4 Overtime (Daily)**

All time worked in excess of eight hours continuous service in a 24 hour period shall be paid for as overtime on the minute basis at 1 1/2 times the hourly rate except:

- (a) When changing off where it is the practice to work alternately days and nights for certain periods.
- (b) Working through two shifts to change off.
- (c) Where exercising seniority rights from one assignment to another.
- (d) When extra men are required by schedule rules to be used.
- (e) In the application of Article 3.5.

### **3.5 Overtime (Days Off)**

(a) Employees worked more than five straight time eight hour shifts in yard service in a work week shall be paid one and one half times the basic straight time rate for such excess work except:

- (i) When changing off where it is the practice to work alternately days and nights for certain periods.
- (ii) When working through two shifts to change off.
- (iii) When exercising seniority rights from one assignment to another.
- (iv) Where paid straight time rates under existing rules or practices for a second tour of duty in another grade or class of service.
- (v) Any tour of duty in road service shall not be considered in any way in connection with the

application of the provisions of the five day work week, nor shall service under two agreements be combined in any manner in the application of the five day work week.

In the event additional day's pay at the straight time is paid to a yard service employee for other service performed or started during the course of his regular tour of duty, such additional day will not be utilized in computing the five straight time eight hour shifts referred to in this Article 3.5.

(b) There shall be no overtime on overtime, neither shall overtime hours paid for nor time paid for at straight-time rates for work referred to in sub-paragraph (a) of this paragraph be utilized in computing the 5 straight-time shifts referred to herein; nor shall time paid for in the nature of arbitraries or special allowances such as:

- (i) attending court
- (ii) company-initiated meetings

(iii) inquests

(iv) investigations

(v) examinations

(vi) deadheading

(vii) jury duty

(viii) bereavement leave, etc.

be utilized for this purpose, except when such payments apply during assigned working hours in lieu of pay for such hours, or where such time is now included under existing rules in computations leading to overtime.

**Note:** Employees assigned to regular shifts who:

(a) are not required to work on a general holiday falling on one of his/her regular assigned working days but qualify for general holiday pay; or

(b) work the general holiday and are paid time and one-half for such work will count such day's pay as a day worked in the computation of the 5 straight-time shifts in yard service.

### **3.6 Assigned Hours**

Yardmen shall be assigned for a fixed period of time, which shall be the same hours daily for all regular members of the crew. Such hours will be relaxed only to the extent provided in Article 3.3(d)(i). So far as it is practicable assignments shall be restricted to eight hours work.

### **3.7 Fixed Starting Times**

(a) Regularly assigned yard crews shall each have a fixed starting time and the starting time of a crew will not be changed without at least forty-eight hours advance notice.

(b) Where three eight-hour shifts are worked in continuous service, the time for the first shift to begin work will be between 0600 and 0800 hours, the second 1400 and 1600 hours and the third 2200 hours and midnight.

(c) Where two shifts are worked in continuous service the first shift may be started during any one of the periods named in Clause (b).

(d) Where two shifts are worked not in continuous service the first shift to begin work will be between the hours of 0630 and 1000 and the second not later than 2230 hours.

(e) Where an independent assignment is worked regularly, the starting time will be during one of the periods provided in clause (b) or (d).

(f) At points where only one yard crew is regularly employed, they can be started at any time, subject to clause (a).

(g) Where mutually agreeable, on account of conditions produced by having two standards of time, starting time may be changed one hour from periods above provided.

(h) When the starting time of a yard assignment is changed more than one hour, or a change is made in the assigned days of a yard assignment, such assignment will be bulletined for three days and the senior qualified applicant will be assigned.

### **3.8 On Duty Points**

- (a) Crews shall have a designated point for going on duty and a designated point for going off duty.
- (b) The point for going on and off duty will be governed by local conditions. In certain localities instructions will provide that yardmen will report at the hump, others report at the yard office, others to enginehouses or ready tracks. It is not considered that the place to report will be confined to any definite number of feet, but the designation will indicate a definite and recognized location.

### **3.9 Commencing and Relief from Duty**

(a) The working time of yardmen will commence at the time required to report for duty and do report; and will continue until they are relieved from duty at end of day's work. Yardmen will be relieved at yard in which they commenced work.

### **3.10 Lunch Time**

(a) Yard crews will be allowed twenty minutes for lunch between 4 and 4 1/2 hours after starting work without deduction in pay.

(b) Yard crews will not be required to work longer than 4 1/2 hours without being allowed 20 minutes for lunch with no deduction in pay or time therefor.

(c) The time for fixing the beginning of assignments or meal periods is to be calculated from the time fixed for the crew to begin work as a unit without regard to preparatory or individual duties.

(d) When it is determined that more than 1 hour of overtime work is required, the yard crew will advise the supervisor if they wish a hot meal. Upon receipt of such advice the supervisor will arrange the work in such a manner that the crew will have the opportunity to have a hot meal at the completion of nine hours of work. The crew will take their hot meal as a unit with the minimum time necessary to obtain a hot meal.

**Note:** This paragraph does not preclude the supervisor advising the crew after the seventh hour that overtime will be required and the crew may be released by the supervisor then or later for a hot meal. When so released it will not be necessary to provide an opportunity of obtaining a hot meal at the completion of nine hours of work.

### **3.11 Yardmen's Work Defined**

(a) Yardmen will do all transfer, construction, maintenance of way, and work train service, exclusively, within switching limits (this not to interfere with work allotted to regularly

assigned work train crews), and will be paid yard rates for such service.

(b) Switching limits to cover all transfer and industrial work in connection with terminal.

(c) Temporary work train service, necessitating movement of trains outside of terminals, will be performed exclusively by road crews.

(d) Assigned work trains delayed temporarily may be used for work in terminals such as distribution of material etc.

### **3.12 Emergency Road Service**

When regularly assigned to perform service within switching limits, yardmen shall not be used in road service when road crews are available except in case of emergency. When yard crews are used in road service, under conditions just referred to, they shall be paid, in addition to the regular yard pay, actual miles run. However, in the event overtime occurs, they will be paid hours (8 hours yard rate at straight time plus time and one-half thereafter at yard rates) or miles (8 hours at yard rate plus actual miles run), whichever is greater.

Question - When will road crews be considered as available?

Answer - A road crew is available when rest is up and crew is subject to call.

### **3.13 Assigned to Other Duties**

(a) Yardmen relieving trainmen will be paid trainmen's rates for the class of service performed.

(b) Yardmen will not be required to couple or uncouple hosebags, or chain up cars in yard or on repair tracks where car repairers are on duty.

### **3.14 Exercise of Seniority**

(a) An employee on a regular or regular relief assignment in yard service, who takes another regular or regular relief assignment in yard service, or an employee on a yard spare board who takes a regular or regular relief assignment in yard service, will be permitted to go on the assignment of his/her

choice and will take the conditions of that assignment.

(b) An employee on a regular or regular relief assignment who goes on a spare board will take the conditions attached to the spare board.

**Note:** It is understood that the foregoing Rules (a) and (b) are adopted as a general principle recognizing the objective of restricting or permitting yard service employees to five (5) straight time shifts in the work week of any assignment or transfer from one assignment to another.

(c) In the event that the yard spare board becomes exhausted and it is necessary to call a regularly assigned yardman either between shifts or on one or both assigned rest days, the senior available person will be called, provided he/she has advised the Yard Co-ordinator in writing on completion of his/her work week that he/she will be available for call and that such work will not interfere with his/her regular assignment.

### **3.15 Rainsuits**

Trainmen regularly assigned to yard service will be supplied rainsuits, as required.

### **3.16 Shelter for Yardmen**

At points where a yard engine is employed, suitable shelter will be provided for the accommodation of yardmen - same to be kept clean and heated.

### **3.17 New Yards**

When a new yard is created, yardmen on District of Superintendent will be given preference to the positions in that yard in accordance with seniority in their respective classes.

### **3.18 Trainmen Relieving Yardmen**

Trainmen relieving yardmen will be paid yardmen's rates.

### **3.19 Reduction in Yard Crews**

When a yard crew is taken off, the men so reduced will have the right to take their seniority in any yard on the system.

### **3.20 Combination Service**

When a yardman is engaged during a day's work partly as a Foreman and partly as a helper, he will be paid for the entire service at the rate of pay of the highest rated occupation in which he was engaged.

### **3.21 Switching Limits Defined**

(a) The necessity of changing or re-establishing recognized switching limits, in order to render switching service required because of extension of industrial activities or territorial extensions of facilities, must be recognized.

(b) The present switching limits will be designated by general notice at all points where yard engines are assigned and will only be changed when necessitated by changed conditions. When changes are required they will be fully discussed with the General Chairman. Yard or cautionary limit boards may or may not indicate switching limits.

### **3.22 Exchange of Shifts**

Upon the prior concurrence of the Trainmaster or Yard Co-ordinator, regularly assigned Yard service employees may be permitted to exchange shifts temporarily in the same yard and within the same class of service subject to the following:

(a) Employees will be limited to two exchanges per calendar month.

(b) In the application of this paragraph, the company shall not be subject to any claim for additional payment by the employees exchanging shifts.

### **3.23 Working within 30 Mile Radius:**

Yard crews may be required to perform switching service on the basis of a 30 mile radius from the respective terminal.



## **ARTICLE 4**

### **Snow Service**

**4.1** Trainmen handling snow plows only will be paid on a straight-away basis. Initial and final time will be paid as under Freight Rules. Crews handling snow plows may be tied up enroute and put off duty.

**4.2** Trainmen handling a spreader for the purpose of snow removal will be classed and paid as a work train that is time or miles, whichever is the greater, calculated from time of coming on duty until relieved from duty.

**4.3** Article 2.10 will apply to snow plow or snow spreader service outside of service in terminals performed by yard crews.

One stop will be counted for each passing track plowed out and one switch will be counted for other tracks.

**4.4** Trainmen will not be compelled to ride on snow plows or flangers, but will be supplied with van or other suitable car, properly equipped.



## **ARTICLE 5**

### **Work Train Service**

#### **5.1 Definition**

All non-revenue producing train operations will be classed as work train service. This includes the following:

- (a) ballast or sand trains
- (b) tie and/or culvert trains
- (c) trains in snow service handling a spreader for the purpose of snow removal. (This does not include a train handling a plow only.)
- (d) trains handling company construction equipment or assigned to work with construction gangs
- (e) auxiliary trains
- (f) track inspection cars testing between terminals

#### **5.2 Assigned Work Trains**

- (a) An assigned work train is a work train going on for seven calendar day or more.
- (b) Assigned work trains will be bulletined for five days.
- (c) An assigned work train going out before the expiration of the bulletin will be manned by a spare crew until a crew is assigned.

#### **5.3 Unassigned Work Trains**

- (a) An unassigned work train is a work train going on for less than seven days or going on for an undetermined length of time which may not exceed six days. If it develops that the work train is required for more than six days, it will be bulletined promptly.
- (b) Unassigned work trains will be manned by spare crews.

#### **5.4 Running In and Out of Terminals**

Assigned and unassigned work trains may be run in and out of terminals during the course of the day's work with no penalties involved.

#### **5.5 First-In, First-Out Rule**

Assigned and unassigned work trains may be tied up between

and/or at terminals and the first-in, first-out rule does not apply except that when an unassigned work train manned by an unassigned crew is tied-up at a terminal the first-in, first-out rule will apply as between unassigned crews tying up in that terminal.

## **5.6 Calculation of Time**

(a) Assigned and unassigned work trains in straight away service, and in turnaround service where the road haul in one direction is less than 100 miles, will be paid on the basis of time or miles, whichever is the greater, calculated from time of coming on duty until time of going off duty.

(b) For assigned work trains in turnaround service where the road haul in one direction is 100 miles or more, switching or delay at initial point shall not be paid separately but shall be included in the day's work; switching or delay after arrival at the tie-up point shall be paid in addition to the miles run on the minute basis and at pro rata rates.

(c) For unassigned work trains, when the distance between the terminal and working point is 100 miles or over, pay will be under freight rules, allowing time at working point as terminal time. When the distance between the terminal and working point is less than 100 miles, pay will be on the basis of time or miles, whichever is greater, calculated from time of coming on duty until time of going off duty.

## **5.7 Transportation Home on Days Off**

Trainmen assigned to work trains will be given transportation and allowed to go home on the days off of the assignment if train or bus service permits, and if their absence will not interfere with work service.

## **5.8 Claiming Position at Tie-up Point**

When unassigned crews are sent out in temporary work train service, conductors and brakeman assigned to those crews who are booked off or are on rest or are protecting another assignment when the crews are sent out, may go to the tie-up point and take their position in the crew on the third day. Employees displaced in this manner will not be entitled to mileage for deadheading back to their home terminal. Employees claiming their place in the crew under this provision will notify the men they are displacing in sufficient time the previous day so that, train service permitting, they can return to the terminal that night.

## **5.9 Rest at Home Terminals**

For the purposes of rest only, home terminals for work trains shall be North Bay or Englehart.

## **5.10 Expenses**

Trainmen in work train service where the Company does not provide for meals and lodging, will be eligible to claim reasonable necessary expenses as follows:

- i) Meals \$35.00 per day
- ii) Boarding: Trainmen who elect to stay with friends/relatives when they would otherwise be required to stay at a hotel/ motel will be reimbursed for the amount they pay for lodging up to a maximum of \$20.00 per day.

## **ARTICLE 6**

### **Mileage - How Determined**

**6.1** Actual road miles between designated yard entrance switches will be allowed, except for trains covered in Articles 2.5(a)(2) and 2.6(e) when actual road miles between passenger stations or train order offices will be allowed. The designated switches and road miles between same, as well as between passenger stations, as follows will govern, unless changed conditions develop, when the matter will be disposed of by negotiation with the representatives of the Trainmen.

Under the above rule, the following road miles will be allowed:

| <b>Temagami Sub</b> | <b>Miles</b> |
|---------------------|--------------|
|---------------------|--------------|

|   |  |
|---|--|
| Passenger and Mixed<br>Between North Bay Station<br>and Englehart Station 137             |  |
| Freight between North Bay<br>(Worthington St.) and<br>Englehart (dual control switch) 138 |  |

| <b>Ramore Sub</b> |  |
|-------------------|--|
|-------------------|--|

|   |     |
|---|-----|
| Passenger and Mixed<br>Between Englehart (Psgr. Depot)<br>and Cochrane (Psgr. Depot)                    | 114 |
| Freight Between Englehart (north<br>switch at cantilever) and<br>Cochrane (south main track switch) 112 |     |
| Between Englehart and Kidd  | 103 |
| Between Cochrane and Kidd   | 45  |

| <b>Island Falls Sub</b> |  |
|-------------------------|--|
|-------------------------|--|

|   |  |
|---|--|
| Passenger and Mixed<br>Between Cochrane (Psgr. Depot)<br>and Moosonee (Psgr. Depot) 186     |  |
| Freight Between Cochrane<br>(crossover switch just west of<br>station platform and Moosonee |  |

(south main track switch) 186

**Kirkland Lake and Ramore Subs**

Passenger and Mixed

Between Englehart (north  
switch main track)

and Noranda (south loop switch) 83

Freight Between Englehart  
(north switch main track)

and Noranda (south loop switch) 83

**Kapusking Sub**

Passenger Between Cochrane and Hearst 129

Freight Between Cochrane Jct. and Hearst 128

**Temagami, Ramore and Devonshire Subs**

Passenger Between

North Bay station and Cochrane station 251

## **ARTICLE 7**

### **Mixed Train Service**

**7.1** A mixed train is a train, composed of freight cars, passenger coach or coaches, and a baggage car or combination car, and does not include a freight train with only a passenger car attached.

**7.2** Crews assigned to a run, a portion of which is passenger and the balance mixed, or freight, or both, will be paid mileage or time at wayfreight rates with a minimum of 3,000 miles per month.

**7.3** The guaranteed minimum for mixed train crews required to handle wayfreight regularly is 3,000 miles per month at wayfreight rates.

**7.4** The guaranteed minimum for mixed train crews not required to handle wayfreight is 3,000 miles per month at through freight rates.

**7.5** Mixed trainmen regularly assigned, who work only a part of the month, will receive their full proportion of the foregoing guarantees.

**7.6** Mixed train crews may be used in extra service to complete guarantees.

**7.7** When a mixed train crew regularly required to handle wayfreight is used in extra service as a unit, such extra service shall be paid at wayfreight rates until 3,000 miles is made in combined regular and extra service in any one month. Extra service after 3,000 miles has been made in any month shall be paid at the rate applicable to the service for which called.

**7.8** When an individual member of a mixed train crew is used in other service and crew not used as a unit, such extra service shall not apply against the guarantee, and shall be paid at the rate applicable to the service for which called.

## **ARTICLE 8**

### **Guarantees**

#### **8.1 Minimum Guarantee - Freight Service**

(a) Trainmen in through freight service who do not lay-off of their own accord, will be paid not less than the equivalent of 3,000 miles in any one month. This will not apply to spare men. This provision will not prevent crews from making as many miles as they are consistently able to make, provided they take the proper rest, up to the maximums specified in Article 44.

(b) Under this article, regularly set-up crews running only a part of a month will be paid for such mileage at the rate of 100 miles for each day; rest booked will not be considered as a lay-off.

#### **8.2 Minimum Guarantee - Yardmen**

(a) Regularly assigned yardmen on permanent assignments will be paid not less than five days in any one work week exclusive of overtime. In any one work week in which one or more general holidays occur, the work week guarantee shall be reduced by the number of general holidays occurring in the work week. Extra service may be used to make up the guarantee.

In a work week in which a general holiday occurs, time worked on such holiday or holiday pay will not be used to make up the guarantee. In the application of the preceding sentence, in situations where an employee is assigned to a relief assignment which works two shifts on the general holiday, only the first shift will be considered as "Work on the general holiday".

(b) Yardmen in regularly assigned service laying off of their own accord or where the permanent assignment is on for only a part of the work week, will receive their full proportion of the work week guarantee. Classed yard foremen filling permanent assignments as yard helpers, who are taken from their

assignments to work as yard foremen on a temporary vacancy or temporary assignment will be entitled to the guarantee.

(c) This Article 8.2 does not apply to spare men.

### **8.3 Monthly Guarantee - Passenger Service**

(See Article 99.1)

## **ARTICLE 9**

### **Pilots and "In Charge" Conductors**

**9.1** When a pilot, as defined in the operating rules, is required, a competent man will be supplied in addition to the regular crew. A man unfamiliar with the physical characteristics of the road will not be required to go.

**9.2** Trainmen acting as pilots will be paid conductors' through freight rates.

**9.3** An "in charge" conductor will be furnished on track testing (sperry) cars operating on main lines.

**9.4** An "in-charge" Conductor will be furnished speno type self-propelled rail grinder equipment (or similar) operating on main lines. When flagging is required a brakeman will also be supplied.



## **ARTICLE 10**

### **Consist of Crews - Passenger Service**

#### **10.1**

(a) All passenger and mixed trains will have at least one conductor, train baggageman and one brakeman, but passenger trains of eight or more cars will have two brakemen and one baggageman, if there is a local baggage car on train. Steam generator unit in service and coupled to locomotive will not be included in the count of cars.

(b) Manning of oil electric and other motor coaches (by rail)

- (1) When no trailer is operated, crew will consist of conductor, and baggageman or brakeman.
- (2) When one or more trailers are operated, consist of crew will be as provided in paragraph (a) of this rule.
- (3) When only one trailer is operated and conditions warrant, an agreement may be made whereby crew will consist of conductor, and baggageman and brakeman.

**10.2** The provisions of this Article shall modify Article 10.1.

#### **Section 1**

(a) The Railway shall notify the General Chairman of the Union in writing of its desire to meet with respect to reaching agreement on a reduction in the crew consist provided by Article 10.1 for crews governed thereby.

(b) Reductions in the consist of a crew or crews, as the case may be, shall be subject to the two conditions set forth hereunder:

- (1) that adequate safety can be maintained with the proposed crew consist reduction; and
- (2) that such reduction will not result in undue burden being placed on the reduced crew.

(c) The time and place for the Railway and Union representatives to meet shall be agreed upon within 15 calendar days from the date of the notice referred to in Clause

(a) and the parties shall meet within 21 calendar days of the date of such notice. The time limits specified in this clause may be extended by mutual agreement between the parties.

(d) The meeting shall be limited to a determination of whether or not the two conditions set forth in Clause (b) can be met with the proposed crew consist reduction. If the parties do not reach agreement or if the meeting referred to herein does not take place, the Railway may, by so advising the General Chairman in writing, commence a survey period of one calendar week for the operations concerned, during which Union representatives may observe such operations. The survey period shall commence not less than 10 and not more than 20 calendar days from the date of the Railway's advice with respect to the survey period.

(e) If, after completion of the survey period, the Union fails to agree that the two conditions set forth in Clause (b) can be met with the proposed crew consist reduction, they will, within 60 calendar days of the completion of the survey period, give the Company specific reasons in writing why, in their opinion, such conditions cannot be met. The Company may, by so advising the General Chairman in writing, refer the dispute or any part thereof to arbitration.

Failure to provide such specific reasons in writing within the time limit contained in this Clause (e) will indicate that the Union agrees that the conditions set forth in Clause (b) can be met. Such crews shall thereafter be considered "reducible crews" and the proposed reductions in the consist of such crews may be implemented subject to the conditions set forth in Sections 2 and 3 of this Article 10.2.

The time limits specified in this clause may be extended by mutual agreement between the parties.

(f) Arbitration shall be conducted by the Canadian Railway Office of Arbitration, unless:

(1) There are disputes requiring final determination during

- a period in which there is no incumbent arbitrator; or
- (2) The Canadian Railway Office of Arbitration is terminated; or
  - (3) The Canadian Railway office of Arbitration ceases to have jurisdiction to arbitrate such disputes. In any of the above events the parties will within 15 days of the notice by the Railway referring the dispute to arbitration select an arbitrator to hear the dispute. If the parties fail to agree on a suitable candidate for arbitrator, the Minister of Labour shall be requested to appoint an arbitrator within 14 calendar days following receipt of such request.

The arbitrator shall be limited to making a determination of whether or not the two conditions set forth in Clause (b) can be met with the proposed crew consist reduction. The arbitrator's decision shall be rendered within 30 calendar days following the conclusion of the hearing and shall be final and binding on both parties.

(g) Where arbitration is conducted by other than the Canadian Railway Office of Arbitration, the fees and expenses of the arbitrator shall be shared equally by the parties.

(h) Where it has been determined by agreement or arbitration that the two conditions set forth in Clause (b) can be met with a reduced crew consist, such crews shall thereafter be considered "reducible crews" and the proposed reductions in the consist of such crews may be implemented subject to the conditions set forth in this Article.

(i) At a home terminal where there are reducible crews, an up-to-date list of such crews shall be posted and a copy supplied to the General Chairman.

## **Section 2**

(a) An employee who has a seniority date as a brakeman on or before December 31, 1968 shall, for the purpose of this Article, be known and designated as a "protected brakeman".

(b) A protected brakeman shall have the right and obligation to perform service for which he is qualified, as provided in the collective agreement, to the extent that positions are available to him in his seniority district subject to the following:

(1) A protected brakeman shall not have any right to positions the Railway discontinues pursuant to the provisions of this Article except as provided in Section 3;

**and**

(2) A non-protected brakeman shall not have any right to positions the Railway discontinues pursuant to the provisions of this Article.

(c) A protected brakeman moving from one terminal to another shall retain his protected brakeman status.

## **Section 3**

(a) Reducible crews will not be operated with a reduced consist if by reason thereof a protected brakeman would be on laid-off status.

(b) The following guarantee shall apply at a terminal where a crew or crews are operated with a reduced consist under the provisions of this Article.

A protected brakeman on a spare board from which relief for passenger train service is drawn, who is unable to hold a position in a crew regularly assigned or regularly set up in road or yard service at such terminal as a consequence of the discontinuance of brakeman positions under the terms of this Article, shall, provided he is available for service, be guaranteed the equivalent of 2800 miles per month at the brakeman's through freight rate. In the event a protected

brakeman on a spare board who is entitled to the guarantee under the provisions of this Clause is assigned to such spare board for only a portion of a month, he will be paid his full proportion of the guarantee pro rated according to the number of days in the calendar month. An employee who books 14 hours' rest or less upon completion of a tour of duty shall not be considered unavailable, under this Clause, because of such rest period.

If a crew or crews are operated with a reduced consist for only a portion of the guarantee period shown above, the guarantee shall apply on a proportionate basis for the portion of the guarantee period such crews were operated with a reduced consist as related to the guarantee period.

The guarantee provided herein shall be reduced by the equivalent of 100 miles at the brakeman's through freight rate for each call missed by a protected brakeman who is on the spare board and available for service.

(c) In the application of this Section references to "brakeman" shall include "flagman", and references to "brakeman position" or "brakeman positions" shall include "flagman position" or "flagman positions" respectively.

(d) In the application of this Section, a terminal and the stations subsidiary thereto shall be considered as one terminal.

(e) The reference in this Section to "protected brakeman" shall apply only to protected brakemen who by virtue of their seniority have entitlement to work in the group affected by the reduction.

#### **Section 4**

(a) The crew consist provisions of Article 10 are amended effective August 1, 1982, as provided hereinafter.

(b) Passenger trains, having not more than two (2) working coaches vestibule between coaches, maximum five (5) cars overall, will be operated with one (1) conductor and (1) brakeman. Where checked baggage is handled enroute, the

brakeman will perform the additional related duties as required and be compensated at baggagemen's rates.

(c) Passenger trains having more than two (2) but less than five (5) working coaches will have (2) employees, a conductor and a brakeman.

(d) Passenger trains having five (5) or more working coaches, will have one (1) conductor and (1) assistant conductor who will work under the direction of the conductor to help with the collection of transportation and one (1) brakeman.

**Note:** In the application of Clauses (b), (c) and (d) hereof, a working coach is defined as an in-service passenger car which comes under the responsibility of the conductor for the collection of transportation limited to the following passenger cars:

- (a) day coaches;
- (b) day-nighters;
- (c) cafe-coach lounge cars; and/or
- (d) snack coaches.

(e) In the application of Clause (d) above, when an assistant conductor is necessary on an intermittent basis, a spare conductor will be called in seniority order.

(f) In the application of Clauses (d) and (e) above, when an assistant conductor is used he will go through to the final terminal of the assignment.

(g) When a passenger train has cars to pick up enroute which will increase the number of cars to the level specified in Clause (d) the assistant conductor required by Clauses (d) and (e) will be taken from the initial terminal.

(h) When a passenger train described in Clauses (c) and (d) above operates with a working baggage car, a train baggageman will be assigned. Such baggageman will operate and cycle independent from the balance of the train crew.

## **ARTICLE 11**

### **Consist of Crews - Freight Service**

**11.1** All freight and work trains will have at least a conductor and two brakemen. Where conditions warrant, an additional brakeman will be supplied on wayfreight and pickup trains.

## **ARTICLE 11A**

### **Consist of Crews - Road Service**

**11.A1** Notwithstanding the provisions of Article 11.1, all trains in any class of freight service operating on any subdivision on the system are considered to be "reducible crews" subject to the following:

(a) The requirement under the U.C.O.R. to provide flagging to the rear in A.B.S. territory is removed. On non-signalled subdivisions, the requirement under the U.C.O.R. to provide manual flagging to the rear can be removed by train order.

#### **Note 1**

This Clause (a) does not prevent the operation of a reduced crew on territory where flagging may be required under U.C.O.R. Rule 102.

(b) Where a reducible crew is operated pursuant to Clause (a) above, such crew may be reduced by one brakeman, provided:

- (i) That trains are supplied with radios which provide end-to-end communication so that there will be instantaneous and continuous communication available between the conductor of the train in or out of the caboose and the locomotive engineer;
- (ii) That steel cabooses with cushioned drawbar and safety glass are supplied;
- (iii) That no train operated with a reduced crew shall be put in motion at any time except on receipt by the locomotive engineer of a clear direction to do so from the conductor of such train;

- (iv) That, except in the event of an emergency affecting the movement of the train, when the requirement under the U.C.O.R. to provide manual flagging to the rear is removed by train order, the removal of such requirement shall be effective for the complete tour of duty.

**11.A2** Reduced crews will have the right to book rest after 10 hours on duty. Every effort will be made to have such reduced crews reach the objective terminal within the 10 hours which could require the discontinuance of switching enroute.

**11.A3** For the purpose of this article, an employee who has a seniority date as a trainman/yardman on or prior to March 7, 1979, shall be known and designated as a protected freight man.

**11.A4** A brakeman's position on a "reducible crew" may be discontinued at any time hereafter, provided that "protected freight men" shall have the right to work in their seniority turn on any brakeman's position in any class of assigned or unassigned freight service in which, under the rules or practices in effect prior to the effective date of this agreement, the use of two brakemen would have been required, subject to the following:

(a) There shall not be any preference as between the head-end brakeman's position and the rear-end brakeman's position where such practice may now be in effect, on crew or crews declared reducible pursuant to the provisions of this Article if such preference results in the filling of a vacancy on such crew by an unprotected man.

(b) When vacancies occur, and when additional positions are created in a pool of crews in which crews are reducible and which would otherwise require the employment of unprotected men, such positions shall be filled to the extent available by "protected freight men" then filling reducible brakemen's positions in such pool of crews.

**Note:** "In the application of this Clause (b) a man holding a permanent position in assigned or unassigned freight service will not be compelled to protect a two-man position at an away-from-home terminal."

(c) Should no applications be received from a protected freight man for a permanent vacancy on a reducible position, such position need not be filled until claimed by a "protected freight man" who is later displaced or who has been reduced or who was absent at the time the vacancy occurred. Such reducible position shall again be bulletined in assigned service and made available in unassigned service at each general advertisement of assignments and the same conditions will apply. Arrangements may be made between the General Chairman and the Superintendent (or their delegates) to post notice advising of permanent vacancies in unassigned service.

(d) When no application is received from a "protected freight man" for a temporary vacancy of 5 days or more on a reducible position, such position need not be filled for the duration of the temporary vacancy until claimed by a "protected freight man" who is later displaced, or who has been reduced or who was absent at the time the temporary vacancy occurred. However, a temporary vacancy of less than 5 days in a reducible position will be filled by the first out available "protected freight man" on the spareboard. This will not constitute a runaround of unprotected freight men on the spareboard.

**11.A5** A "protected freight man" moving from one terminal to another shall retain his "protected freight man" status.

**11.A6** When the consist of a freight crew is reduced under the provisions of this Article, existing rules or practices which are in conflict therewith will not apply.

**11.A7** (a) During each of the first ten years that this article is in effect, the company, at the end of each year, shall place in a "special fund" an amount which will be 25% of the gross wages of the brakemen's positions which, in accordance with the

provisions of this article, were not filled during that year. The General Chairman will be advised as to such amount at the end of each year together with supporting data.

(b) At the end of each year during the 10 year period referred to in the preceding paragraph, the parties to this agreement will meet to negotiate the distribution of the "special fund". In doing so and while not necessarily limited thereto the parties agree that:

- (i) Only "protected freight men" will share in the distribution of the "special fund";
- (ii) The "special fund" will be distributed as mutually agreed between the parties;
- (iii) For the duration of the ten year period, monies accumulating in the special fund will be distributed only to protected men who worked in two-man freight crews during each respective year. This procedure will continue to apply unless 12 months' written notice to the contrary is given to the company.

(c) Special payments made to employees pursuant to this Section 7 shall not be considered as wages or earnings in the application of vacation rules or of the company's pension regulations.

**11.A8** (a) Effective January 1, 1980, and subject to the provisions of this Section 8, a "protected freight man" as defined in Section 3 hereof who is working in a position covered by this collective agreement and who is eligible for early retirement under the company's pension rules will be entitled to elect to take early retirement and receive a separation allowance as hereinafter provided.

(b) An employee defined in Clause (a) above shall receive a monthly separation allowance until the age of 65 which, when added to his/her company pension, will give him/her an amount equal to a percentage of his/her average annual earnings over his/her best five year period, as defined under the pension

rules, in accordance with the following formula:

| <b>Years of Service at<br/>Time Employee Elects<br/>Retirement</b> | <b>Percentage<br/>Amount As<br/>Defined Above</b> |
|--|---|
| 35+  | 80  |
| 34   | 78  |
| 33   | 76  |
| 32   | 74  |
| 31   | 72  |
| 30   | 70  |
| 29   | 68  |
| 28   | 66  |
| 27   | 64  |
| 26   | 62  |

(c) An employee entitled to the separation allowance as herein above set out may elect to receive in its stead a lump sum equal to the present value of his/her monthly separation payments calculated on the basis of a discount rate of ten per cent per annum. An employee electing to receive a lump sum payment and who has not yet attained the age of 60 years will be entitled to receive the Life Insurance upon retirement in accordance with Article 56.3 provided he/she is at least 55 years of age.

(d) A separation allowance shall cease upon the death of the employee who dies before reaching the age of 65.

(e) An employee who is in receipt of the monthly separation allowance provided in Clause (b):

- (i) Shall be entitled to have his/her group life insurance coverage continued until age 65 and paid for by the company;
- (ii) Shall be entitled at age 65 to a life insurance policy, fully paid up by the company, in an amount equal to that in effect under the existing collective agreement;
- (iii) Who lives in a province where medicare premiums

are required, will have his/her premiums paid by the company for the duration of his/her allowance but only up to the amount of the maximum medicare allowance provided under the existing collective agreement.

(f) In the application of this Section 8, the maximum number of "protected freight men" who may elect either the monthly separation allowance as provided in Clause (b) or the lump sum payment as provided in Clause (c) will be limited, unless otherwise mutually agreed by the parties, to the following number of eligible protected freight men in each one of the years 1980 to 1984:

1980-2

1981-3

1982-3

1983-3

1984-3

**Note:** The number of eligible employees listed above will commence upon removal of the requirement under the U.C.O.R. for flagging to the rear in A.B.S. territory.

In the event that the number of reducible crews is increased by virtue of the ability to remove by train order the requirement under the U.C.O.R. to provide manual flagging to the rear on non-signalled subdivisions, the parties will meet to arrange a proportionate increase in the number of "protected freight men" who will be entitled to elect to take early retirement and receive a separation allowance.

(g) If in any one year the number of eligible employees who elect benefits under the provisions of this Section 8 are less than the number of opportunities available in that year, the number of unused opportunities may be carried over from one year to the other with the understanding that no more than an additional two-thirds of the annual opportunities provided in Clause (f) hereof will be permitted to elect either the monthly separation allowance provided in Clause (b) or the lump sum

payment provided in Clause (c) in any one year.

(h) Bulletins for applications from eligible "protected freight men" as defined in Clause (a) for the benefits provided under this Section 8 will be issued on October 15th of the year prior to the year referred to in Clause (f). Such bulletins will close on December 15th of each such year. Applicants shall be selected on the basis of their seniority as trainman/yardman.

(i) The President and the General Chairman will co-operate in the application of this Section 8 to ensure that a shortage of qualified conductors/yard foremen will not develop at any one terminal.

### **Questions on Reduced Crews**

**1. Q.** Is it the Railway's intention to operate reduced crews on all trains in any class of freight service on any subdivision?

**A.** Yes, except No. 421-622, auxiliary trains in other than through service, spreader outfits and snow plows assigned to plow sidings and other tracks. Also see General Manager's letter of June 26, 1981.

**2. Q.** Trains occasionally set off or switch enroute; will this require a full crew?

**A.** No. Current practices wherein the head-end brakeman presently does such work without the assistance of the rear-end brakeman are not changed.

**3. Q.** Occasionally we have trains do terminal switching. In such a case a crew might be required to perform considerable switching at an industry or to make up a train in the yard. Would such switching required the use of a full crew?

**A.** Yes.

**4. Q.** If No. 113 were to handled the way car or No. 213 were to do all of 207's work, would a reduced crew be used?

**A.** It is the present intention to provide a third man in these circumstances.

**5. Q.** If the auxiliary were to be moved from North Bay to Englehart (through train), could a reduced crew be used?

**A.** Yes.

**6. Q.** Can a detour train be operated with a reduced crew?

**A.** Yes, if all conditions are met.

**7. Q.** Can a work train be operated as a reduced crew?

**A.** It is not the present intention to operate a work train with a reduced crew.

**8. Q.** Is snow removal considered work train service?

**A.** A snowplow cleaning main track only could be operated with a reduced crew. However, a plow cleaning all tracks or a spreader outfit would not be operated with a reduced crew. A flanger would be covered by the train on which it was used.

**9. Q.** What radio requirements must be met in order to operate a reduced crew?

**A.** Train must have working radios, i.e., one in lead unit, one portaphone in van, and a handie-talkie each for the Conductor and Head-end brakeman.

**10. Q.** If a "protected freight man" books sick prior to departure after having reported for duty, can train proceed without third man?

**A.** If there are protected freight men available on spareboard, they must be called.

**11. Q.** If a protected freight man books on spareboard after reduced crew has been called, will he be used?

**A.** No.

**12. Q.** If an employee books sick at an away-from-home terminal, can the train return to its home terminal as a reduced crew?

**A.** Yes, providing there re no available "protected freight men" on spareboard at that location.

**13. Q.** If there are no "protected freight men" on the mainline spareboard, do we have to go to the yard spareboard for a "protected freight man"?

**A.** No, crew would operate reduced.

**14. Q.** There are four trains to operate and each crew which

would be ordered has a conductor and a brakeman. There are three "protected freight men" on the spareboard. Would we fill out the first three crews and operate the fourth reduced?

**A.** Yes.

**15. Q.** Should there be no applications received for a vacancy in a reduced position, do we force a "protected freight man" to fill a vacancy which would otherwise result in a reduced crew?

**A.** No.

**16. Q.** If there are no applications received for a vacancy in a reduced position but the Company required it filled, who will be forced to the position?

**A.** The junior "protected freight man" on the system not holding a job would be forced to this position (e.g. Timmins Roustabout).

**17. Q.** At an away-from-home terminal could a "protected freight man" be taken off a reduced position to man a reduced crew?

**A.** No, unless it would be beneficial to the employee involved, due respect to seniority.

**18. Q.** At the home terminal, will it be necessary to call a "protected freight man" off other crews when no spare "protected freight men" available?

**A.** No, it is not the intention to split crews.

**18a. Q.** At the home terminal, can a "protected freight man" be forced from a full crew to fill a reduced crew called for service which required a full crew? For example: the crew first out is a reduced crew and the second crew out is a full crew. The crew first out is called for essential service (requiring a full crew) and the spareboard is exhausted, will a man on the crew second out be forced to fill the vacancy on the crew first out?

**A.** No. He can however agree to go.

**19. Q.** When a full crew arrives at a distant terminal and it is possible to run a reduced crew on the return trip, can the crew be run reduced?

**A. No.**

**20. Q.** Do "protected freight men" have to fill non-reducible positions before exercising seniority on reduced crew positions?

**A. Yes.**

**21. Q.** When filling reducible crew, would a man off for miles be called?

**A. No.**

**22. Q.** If a "protected freight man" is not called in his proper turn for a position on a reduced crew, will he be entitled to a run-around claim or a claim for loss of earnings?

**A. Loss of earnings.**

**23. Q.** In such cases would the 25% of the gross earnings saved be remitted to the Special Fund?

**A. Yes.**

**24. Q.** What does loss of earnings mean?

**A.** For the purpose of this agreement "loss of earnings" means the protected freight man will be reimbursed for the "loss of earnings" he sustained for each tour of duty for which he should have been called on that trip irrespective of subsequent calls.

**25. Q.** Will a "protected freight man" at his home terminal be permitted to voluntarily leave his crew which is not first out and move to a vacant position on a crew first out which would operate as a reduced crew?

**A. No.**

**26. Q.** Should no applications be received for a permanent vacancy in a reducible position, would "protected freight men" on the spareboard still be called after the bulletin closes?

**A. No.** Vacancy is filled by protected spare men only until bulletin closes.

**27. Q.** At an outlying point, would a man on a reducible position be held until his job is bulletined and closed?

**A. Yes.**

**28. Q.** If a crew is ordered as a reducible crew and there is a vacancy to be manned from the spareboard which has a non-protected man first out and a protected man second out, would the protected freight man be called?

**A.** Yes, the protected freight man is entitled to the reducible position while the non-protected man is not.

**29. Q.** A reduced crew is first out with only the Conductor available. The second position is vacant and the third position is under bulletin. There are only two men on the spareboard. Man first out is a non-protected employee and man second out is a protected freight man. Who would be called to fill the second position which is vacant?

**A.** The protected man would be called. To do otherwise would require filling out a reduced crew with a non-protected employee.

**30. Q.** A reduced crew is first out and only the Conductor is available. The second position is vacant and the third position is blanked account no applications received. The only two men on the spareboard are: first out-non-protected and second out-protected. Who would be called?

**A.** The non-protected man would be called. The protected man gave up his right to the reduced position when he did not bid the vacancy.

**31. Q.** Can a brakeman with less than six months' experience be used to man a reduced crew?

**A.** No.

**32. Q.** If a brakeman has been used as a spare Conductor and arrives back in the terminal before departure of his crew which is operating reduced, can he claim his run?

**A.** No, he must be available for the two-hour call.

**33. Q.** If No. 105 or 209 were to be operated to load ore only in an emergency could a reduced crew be used?

**A.** Yes, as long as ore loading only was done and not the switching.

**34. Q.** If a reduced crew is required to stop at a point enroute and perform a series of 6 switches to lift 10 cars involving approximately one hour switching, would such requirement cause the crew to become a full crew?

**A.** Yes, in such situation the required switching would probably involve more than the head-end brakeman therefore such switching would not be performed by a reduced crew.

**35. Q.** Will a "protected freight man" who is laid off have the right to fill vacancies when the Collective Agreement provisions are exhausted?

**A.** Such employees, if they have indicated their availability for extra work in accordance with the Collective Agreement must be called.

**36. Q.** Does a non-protected employee on a joint spareboard who is first out have a choice of taking a road job in preference to a year job if both jobs have the same on duty time and both jobs require a man?

**A.** Yes.

## **ARTICLE 12**

### **Consist of Crews - Yard Service**

**12.1** A yard crew shall consist of not less than one foreman and two yardmen.

**12.2** The provisions of this Article shall modify Article 12.1 as it applies to yard service crews, whether manned by yardmen or roadmen, and shall supersede any agreement provision in conflict therewith.

#### **Section 1**

(a) The Railway shall notify the General Chairman of the Union in writing of its desire to meet with respect to reaching agreement on reduced consist of one Yard Foreman and one Yard Helper for crews in any class of yard or transfer service. The time and place for the Railway and Union representatives to meet shall be agreed upon within fifteen calendar days from the date of such notice and the parties shall meet within twenty-one calendar days of the date of such notice.

(b) The meeting shall be limited to a determination of whether or not adequate safety can be maintained with the proposed crew consist reduction. If the parties do not reach agreement or if the meeting referred to herein does not take place, the Railway may, by so advising the General Chairman in writing, commence a survey period of five working days for the yard operations concerned, during which Union representatives may observe such operations. The survey period shall commence not less than 10 and not more than 20 calendar days from the date of the Railway's advice with respect to the survey period.

(c) If, after completion of the survey period, the parties do not agree that adequate safety can be maintained with the proposed crew consist reduction, the union will, within 60 calendar days of the completion of the survey period, give the Company specific reasons in writing why, in their opinion, adequate safety cannot be maintained. The Company may, by

so advising the General Chairman in writing, refer the dispute or any part thereof to arbitration.

Failure to provide such specific reasons in writing within the time limit contained in this Clause (c) will indicate that the Union agrees that adequate safety can be maintained. Such crews shall thereafter be considered "reducible crews" and the proposed reductions in the consist of such crews may be made subject to the conditions set forth in Sections 2 and 3 of this Article 12.2.

The time limits specified in this clause may be extended by mutual agreement between the parties.

(d) Arbitration shall be conducted by the Canadian Railway Office of Arbitration, unless:

- (1) there are disputes requiring final determination during a period in which there is no incumbent arbitrator, or
- (2) the Canadian Railway Office of Arbitration is terminated, or
- (3) the Canadian Railway Office of Arbitration ceases to have jurisdiction to arbitrate such disputes.

In any of the above events the parties will within fifteen days of the notice by the Railway referring the dispute to arbitration, select an arbitrator to hear the dispute. If the parties fail to agree on a suitable candidate for arbitrator, the Minister of Labour shall be requested to appoint an arbitrator within fourteen calendar days following receipt of such request.

The arbitrator shall be limited to making a determination of whether or not adequate safety can be maintained with the proposed crew consist reduction. The arbitrator's decision shall be rendered within 30 calendar days following the conclusion of the hearing and shall be final and binding on both parties.

(e) Where arbitration is conducted by other than the Canadian Railway Office of Arbitration, the fees and expenses of the arbitrator shall be shared equally by the parties.

(f) Where it has been determined by agreement or arbitration that adequate safety can be maintained with a reduced crew consist, such crews shall thereafter be considered "reducible crews" and the proposed reductions in the consist of such crews shall be made only in accordance with the conditions set forth in this Article.

(g) At a yard where there are reducible crews, an up-to-date list of such crews shall be posted and a copy supplied to the General Chairman.

## **Section 2**

(a) An employee who meets one of the following qualifications shall, for the purpose of this Article, be known and designated as a "protected employee":

- (1) an employee who has a seniority date as a brakeman prior to December 16, 1966; or
- (2) an employee who has seniority date as a yard helper prior to December 16, 1966.

(b) A protected employee shall have the right and obligation to perform service for which he/she is qualified, as provided in the collective agreement, to the extent that positions are available to him/her in his/her seniority district subject to the following:

- (1) A protected employee shall not have any right to helper positions the Railway discontinues pursuant to the provisions of this Article except as provided in Section 3.
- (2) A non-protected employee shall not have any right to helper positions the Railway discontinues pursuant to the provision of this Article.

**and**

(c) A protected employee moving from one yard to another shall retain his/her protected employee status.

### **Section 3**

(a) One helper position in a reducible crew may be discontinued for each protected employee entitled to a regular position who is, subsequent to such crew being determined reducible, removed from the active working lists of yard foremen, or yard helpers, other than by lay-off, discharge or temporary promotion to yardmaster or non-scheduled position and for each non-protected employee who is on a regular assignment or who has sufficient seniority to hold such an assignment.

(b) Reductions in reducible crews on the basis of a non-protected employee who is holding or who is able to hold a regular assignment will not be made if such reduction would require a protected employee to move from a regular yard assignment in one starting time period to a regular yard assignment in another starting time period nor if such reduction would deprive a protected employee from exercising his/her seniority from a regular yard assignment in one starting time period to a regular yard assignment in the starting time period of the reducible crew or crews. The starting time periods are those set out in Article 3.6.

(c) Helper positions shall be discontinued at the same yard at which the protected employees were removed from the active working lists or at which a non-protected employee is holding or is able to hold a regular position, except that, at yards where yard service is manned by yardmen, reductions shall be effected only on the basis of protected employees and non-protected employees who are in yard service.

(d) Should the number of reducible crews in any yard exceed the number of helper positions that may be discontinued under the terms of this Article the reducible helper positions to be discontinued shall be those filled by the junior protected employees manning such reducible positions. If the application

of this clause involves the bulletining of positions, the bulletins shall be issued only to the yard concerned.

(e) Where the removal of a protected employee from the active working lists by a permanent promotion to a Yardmaster or non-scheduled position has resulted in a helper position in a crew being discontinued at a yard, the return of such protected employee to the working lists shall result in one discontinued helper position being re-established at that yard. When a protected employee who was promoted to Yardmaster or non-scheduled position prior to the effective date of this Article returns to the working lists and a protected employee is promoted as a result thereof, the provisions of Clause (a) of this Section shall not apply.

(f) When an assignment manned by a reduced crew is abolished, a like reduction may be made in another reducible crew subject to the provisions of Clause (g) of this Section.

(g) Notwithstanding the provisions of Clause (a) of this Section, if a reduction in regular yard assignments at a yard will result in protected employees becoming reduced from regular assignments at that yard, a sufficient number of helper positions which are discontinued under the provisions of Clause (a) of this Section shall be filled so as to avoid such reductions from regular assignments. The helper positions concerned shall be filled only until such time as the protected employees referred to can hold other positions in regular assignments at that yard.

(h) When a regular yard assignment which has been posted as a reducible crew but which has not actually been reduced is bulletined and no applications are received from a protected employee for a helper position in that crew such position need not be filled until claimed by a protected employee at that yard who is later displaced from another regular assignment or by a protected employee who has been absent during the period the assignment was under bulletin. Such positions shall again be

bulletined at each change of timetable and the same conditions will apply.

Reductions in crew consists of reducible crews made under the terms of this clause shall be in addition to those provided for in Clause (a) of this Section.

(i) A temporary vacancy in a yard helper's position in a reducible crew in which the consist has not yet been reduced shall be filled, on a tour of duty basis, by the first protected employee on the yard service spare board who is available to work at the pro-rata rate. If there is no protected employee on the yard service spare board who is available to work at the pro-rata rate, the vacancy need not be filled. This clause shall not apply to such vacancies which occur in reducible crews located at subsidiary stations.

Non-protected employees on the spare board shall have no claim for penalty payments if in the application of this clause, they are run-around by spare protected employees.

(j) (1) Any protected employee on a yard service spare board who is unable to hold a position in a regular assignment as a consequence of the discontinuance of helper positions under the terms of this Article shall, provided he/she is available for service, be guaranteed forty hours per week, except that for any week in which one or more general holidays occur, the guarantee shall be reduced by eight hours for each general holiday occurring in the week. In the event a protected employee on a yard service spare board entitled to the guarantee under the provisions of this clause is assigned to such spare board for only a portion of the week, he/she will be paid his/her full proportion of the guarantee pro rated according to the number of days he/she was assigned to such spare board as related to the number of days in the calendar week.

(2) If a crew or crews are operated with a reduced consist for only a portion of the guarantee period shown in (1) above, the applicable guarantee shall apply on a proportionate basis

for the portion of the guarantee period such crews were operated with a reduced consist as related to the guarantee period.

(k) At a terminal where there is a series of yards all yards in such terminal shall in the application of this Article be considered as one yard.

(l) In the event of the establishment of joint spare boards or spare boards, from which relief for both road and yard service is drawn, the reference in Clauses (i) and (j) to a yard service spare board shall include these types of spare boards and, for the purpose of the guarantee, miles paid for in road service shall be converted to hours by dividing freight service miles by 12 1/2 and passenger service miles by 20.

(m) Reference in this Article to "regular position", "regular assignment" and "regular assignments" shall include positions regularly assigned or regularly set up in road or yard service.

(n) Notwithstanding the provisions of Clause (a) of this section, reducible crews will not be operated with a reduced consist if:

(1) such operation would result in a protected employee at the yard having insufficient seniority to hold a position (including a spare board position) at that yard.

**or**

(2) there are protected employees laid off at the yard who are qualified and available for work as a yard helper.

Where, in the application of this clause, the Company is required to fill a helper position in a reduced crew, the position shall be filled only until such time as the protected employee placed on the position by the Company can hold another position (including a spare board position) at that yard. While such crew is operating with two yard helpers, temporary vacancies in the helper positions need not be filled except to the extent necessary to ensure that there is one yard helper in

the crew. The filling of a helper position in a reduced crew under this clause shall not obligate the Company to use the yard helper concerned on the sixth or seventh day of a work week.

**12.3** It is agreed that reduced crew consist provisions will apply on all yard assignments including extra and additional assignments at Cochrane.

Memorandum of Agreement between Ontario Northland Railway and United Transportation Union in Connection with Yard Assignments at Englehart, Ontario and North Bay, Ontario.

Whereas in letters dated January 28th, 1974 and February 7th, 1974 the Railway served notice on the Union in accordance with Article 89A of its desire to meet with respect to reaching agreement on a reduced consist of one Yard Foreman and one Yard Helper for all yard assignments in Englehart and North Bay yards.

And Whereas at a meeting held on February 7th, 1974 the Representatives of the Union agreed that adequate safety could be maintained on all yard assignments in Englehart and North Bay yards and further agree to reduced crew consists for all such assignments.

Now Therefore the Railway agrees that Yardmen who are not protected under Section 3 of Article 89A, namely P.J. Laporte, F.A. Prior, R.H. Belanger, S.G. Brydle, F.G. Field, P. Carey, L.G. Vickery, F.A. Urquhart, G.A. Seguin, G.L. Cliche, L.K. Church, D.J. Mills, and M.H. Bond will not be laid off as a direct result of reduced crew consists. This will generally be accomplished by modifying Section 4 of Rule 89A to the following extent:

(a) The four unprotected Yardmen presently at Englehart namely F.G. Field, P. Carey, L.G. Vickery and G.A. Seguin will be allowed to work at Englehart on reduced positions on a regular basis, but will be required to protect necessary work at

North Bay and Cochrane when a shortage of men exists at those points. However should they voluntarily exercise their seniority to positions at other yards they will lose such rights to reduced positions at Englehart.

(b) Unprotected men at Cochrane and North Bay will not be allowed to displace the above named Englehart employees or work on reduced positions at Englehart unless they do not stand for work at any other terminal.

(c) Except as required to prevent lay-off of the thirteen (13) employees named above, there will be no relief for a vacancy in a three (3) man crew unless relief is considered necessary by the Company.

Signed at North Bay, Ontario this 11th day of February 1974.

For United Transportation Union:

C.G. Johnston

General Chairman

For Ontario Northland Railway:

F.S. Clifford

General Manager



## **ARTICLE 13**

### **Roustabout Switching Assignments**

#### **13.1 Definition**

Roustabout assignments may be established to do yard switching and road work on a turnaround basis.

#### **13.2 Switching and Road Service**

Trainmen on roustabout assignments who are required to perform four or more hours switching at the home terminal in a tour of duty will be paid at yard rates. Road service performed will be allowed on the basis of hours or miles, whichever is greater. Switching and road service may be combined to make up the basic day. Road service will be paid in accordance with Article 2.4(a).

#### **13.3 Road Switcher Service**

Employees operating on a turnaround basis in Road Switcher type service within a radius of 30 miles from the point required to report for duty will be compensated as indicated in Article 99.2(c).

#### **13.4 Opportunity for Meal**

Trainmen performing road switcher (including road switcher runs operating in turn-around service beyond a 30 mile radius), work train, snow plow, or snow spreader service and on regular wayfreight assignments, will have an opportunity of having a meal at a reasonable hour by previously advising the dispatcher sufficient time in advance. While so occupied, for 20 minutes or less, no deduction will be made; if over 20 minutes, all time will be deducted in computing overtime.

**Note:** This Article 13.4 shall not apply to Trainmen in any other class of service who qualify for and are paid wayfreight rates for a tour of duty pursuant to Article 2.10.

## **ARTICLE 14**

### **Deadheading Joint**

#### **14.1 Rates**

(a) Trainmen or yardmen deadheading or travelling passenger will be paid same mileage and rate (and overtime earned if any) of the corresponding men in charge of the trains on which they travel. Passenger rates will apply when deadheading on passenger trains, buses, or other highway vehicles.

**Note:** But not less than the minimum day in the class of service in which regularly employed.

(b) Deadheading is miles involved between terminals (as outlined in Article 6) at rate of corresponding men in charge of trains on which they travel. This will be wayfreight, through freight or passenger. Initial and final terminal time is not allowed except that initial terminal time will be used in calculating overtime.

#### **14.2 Transportation for Deadheading**

When, under the terms of this Article 14, an employee is entitled to compensation for deadheading, the company will provide or arrange for, the necessary transportation. When company or public transportation is not available and an employee is authorized by the company to use his/her private automobile, he/she will be reimbursed as per company policy for the miles travelled via the most direct highway route.

#### **14.3 Exercise of Seniority or Mileage**

Employees when deadheading to exercise seniority rights or returning after having done so, or as a result of the application of mileage regulations for trainmen or maximum hours regulations for yardmen will not be entitled to compensation therefor.

**Note:** Deadheading will not be paid to trainmen deadheading to relieve another employee for mileage or returning from such relief.

#### **14.4 Relief Work**

Deadheading in connection with relief work which men have bid in or claimed on seniority basis shall not be paid for, but when not so bid in or claimed, any such deadheading will be paid for.

#### **14.5 Minimum Day**

Trainmen deadheading from one terminal to another will receive not less than the minimum day in class of service in which regularly employed, but when deadheading to an intermediate point and they then go from such point to a terminal in service or go into work train or other service for the balance of the day, they will be paid continuous time or mileage for class of service performed, but not less than the daily minimum for that service. For deadheading other than between terminals and when no other service is performed the same day, the compensation for such deadheading shall not be less than the minimum day in class of service in which regularly employed.

#### **14.6 Intermediate Point**

A passenger trainman required to deadhead to an intermediate point, returning thence to initial point in service, shall be paid on the basis of continuous time if the distance to the turning point is less than 150 miles. If 150 miles or more to turning point, pay shall be as two separate days the going trip being completed on arrival at turning point, and time at turning point considered as initial detention on return trip.

#### **14.7 Used Further at Outlying Point**

A Trainman moving from his/her home terminal to any outlying point on his/her own time to relieve on account of mileage limitations, and after performing the relief is used further at that point to relieve on account of sickness, leave of absence or similar reasons, will be allowed deadhead mileage in one direction.

#### **14.8 Two Tours of Duty**

When trainmen are sent to outlying points and relief is for two

tours of duty or over, men sent by the railway will not be entitled to claim deadhead.

#### **14.9 Yardmen**

Where in the application of the five day work week, the company is compelled to order yardmen to go to a subsidiary or outlying point because (1) no spare board has been established there, and (2) sufficient regular relief assignments cannot be set up to take care of all days off, resulting in excessive deadheading mileage being involved, representatives of the employees and representatives of management will co-operate in working out suitable arrangements in individual cases with the view to providing relief at minimum expense to the company. A yardman exercising seniority to a job or assignment will not be paid deadheading.

#### **14.10 Position Not Bid**

Any position, temporary or permanent, which has been advertised and men have not bid in or claimed and the junior trainman (yardman) is forced on to the vacancy, deadheading shall not be paid for as this is termed exercised seniority.

#### **14.11 Closest Possible Means of Transportation**

Men required to deadhead will be sent on the closest possible means of transportation to the ordering time of the service required.

#### **14.12 Use of Personal Automobile**

Nothing in this Article 14 will be construed to imply an obligation on any employee to use his/her own automobile for deadheading.

### **14.13 Release from Vacancy**

If a man is sent temporarily to fill a vacancy and is paid deadheading in both directions to protect the job for a successful applicant, he/she will remain with the job until the successful applicant arrives. The successful applicant will be placed on the job as promptly as reasonably possible.

If an assigned man bids out he will be expected to remain with his assignment until the vacancy so created can be bulletined and filled in the recognized manner.



## **ARTICLE 15**

### **Held for Investigation Joint**

#### **15.1 Payment**

Employees who, during their off duty time, are required to attend company investigations or who are held off work by the company for such investigations, or who are held off work on company business on order of the proper officer, will be paid as follows:

(a) Employees will be paid actual time lost; when no time lost, pay will be allowed hour for hour for the first eight hours in each twenty-four hour period so held at a rate per hour of 1/8 of the daily rate applicable to the service in which usually assigned and in no case less than a minimum of four hours.

(b) Employees who are on night duty shall not be required to attend investigation into a matter duly reported until they have had at least 8 hours rest, except in extreme cases.

#### **15.2 Expenses**

Actual reasonable expenses will be allowed when away from home terminal.

#### **15.3 Allowance for Deadheading**

In the application of this rule, an allowance will be made for deadheading under Article 14.

**ARTICLE 16**  
**Called and Cancelled - Joint**

**16.1 Payment**

(a) Trainmen called for service and afterwards cancelled, will be paid a minimum of 50 miles at the pro rata rate of pay applicable to the class of service called for. Trainmen held in excess of 4 hours after reporting for duty before being cancelled will be paid for all time so held on the minute basis (each 4.8 minutes to count as 1 mile) at the pro rata rate of pay applicable to the class of service called for.

(b) Trainmen who, after time required to report for duty perform any work required of them preparatory to departure of train and afterwards cancelled will be paid not less than a minimum day at the rate of pay applicable to the class of service called for.

(c) Trainmen in unassigned service who are allowed less than 100 miles under this Article will hold their turn out, but if allowed 100 miles or over will be dropped to the bottom of the list.

(d) This Article shall not apply to trainmen who after reporting for duty are held on duty and used in service other than that for which originally called.

## **16.2 Called Between 2200 and 0800**

Trainmen called for service between the hours of 2200 and 0800 and not permitted to come on duty at the time called for on account of being set back will be considered as called and cancelled.

## **16.3 Yardmen**

When regular yardmen are required to come on duty and are not used they will be paid eight hours at scheduled rates. Spare yardmen called and not used will be paid for four hours at scheduled rates and hold their turn first out. If held for a longer period before being cancelled they will be paid for all time so held on the minute basis at schedule rates.

## **ARTICLE 17**

### **Runaround Joint**

#### **17.1 Payment**

When spare men or unassigned crews are available and are run around at terminals they will, except as otherwise provided in Article 2.12(b), be paid the entire trip, or round trip if applicable, they would have otherwise made had they not been runaround. Trainman so compensated will be placed at the bottom of the list ahead of the trainman who was called in his stead.

#### **17.2 Terminal Switching and Road Service**

A crew may be assigned by bulletin partly to terminal switching and partly to road service. When such crews are used in road service, unassigned crews at the terminal will not be considered as having been runaround.

#### **17.3 When Main Line Blocked**

In case of accident, when main line is blocked, the first crew available may be called to take out auxiliary outfit. This will not constitute a runaround under this rule.

#### **17.4 Yardmen**

A spare yardman standing first out and available for service not called in his/her turn will be paid four (4) hours and hold his/her turn out.

**ARTICLE 18**  
**Held away from Home Terminal**  
**Unassigned Service**

**18.1 Payment**

Trainmen in unassigned service held at other than their home terminal longer than 8 hours without being called for duty will be paid on the minute basis at 1/8 of the daily rate per hour of the class of service last performed for all time held in excess of 8 hours except that in cases of wrecks, snow blockades or washouts on their assigned territory trainmen held longer than 8 hours will be paid for the first eight hours or portion thereof in each subsequent 24 hours thereafter. Time will be computed from the time pay ceases on the incoming trip until the time pay commences on the next outgoing trip.

**NOTE:** For the duration of this agreement the company has agreed this payment shall apply to assigned or unassigned freight.

**18.2 Rest Booked**

When men book rest of their own accord, time in excess of six hours so booked will not be included in computing time held away from home terminal.

### **18.3 Separate Payment**

Payments accruing under this article shall be paid separate and apart from pay for the subsequent service or deadheading.

### **18.4 Home Terminal Designated**

For the purpose of applying this article, the railway will designate a home terminal for each crew in pool freight and unassigned service.

### **18.5 Minimize Layover**

When assignments are established, representatives of the Company and the Local or General Chairman will co-operate to minimize layover at the away from home terminal.

**ARTICLE 19**  
**Held Away from Home Terminal**  
**Assigned Service**

**19.1 Payment**

Trainmen in assigned service who are held at away-from-home terminal of their assignment, are off duty and available for service, will be paid for all time so held beyond a period of five hours after the advertised departure time from that point to the train they are assigned to operate. Payment shall be made on the basis of 1/8 of the daily rate per hour at the rate applicable to the service last performed. Time to be submitted on a separate time return. This provision shall not apply to assigned work train service, nor shall it apply in cases of wrecks, snow blockade or washouts (between the location at which held and the home terminal) on the territory to which such trainmen are assigned.

**19.2 Deadhead to Home Terminal**

In order to avoid excessive held away from home terminal time, the company may deadhead the trainmen who are in assigned service to the home terminal of their assignment and use other trainmen to operate the assigned train.



## **ARTICLE 20**

### **Vans - Road Service**

#### **20.1 Utilization**

Vans shall be utilized to meet the requirements of the service subject to the conditions set forth in this Rule. Vans may be assigned to crews, may be pooled, or may be used in through operation arrangements.

#### **20.2 Sleeping Quarters**

The Company shall furnish resthouses at locations regularly used as away-from-home terminals by trainmen which will be provided with sleeping, dining, kitchen, lounging, washroom including showers and toilets, and drying room facilities as well as a general locker for storage of clothing, individual food storage lockers, fire exists and alarm systems. Single occupancy bedrooms equipped with a mirror, bedside table, chair, electrical outlet, clothes hanging facilities, adequate lighting and opaque window blinds will be provided. Beds will be of standard, single size with spring-filled mattress, linen shall be changed after each occupancy and blankets changed at regular intervals. Kitchen facilities will include refrigerator, adequate cooking stove, microwave, and oven facilities, utensils, dishes, soap, towels and exhaust fan. Personnel other than trainman will maintain resthouses in a clean and sanitary manner. Resthouses will be air conditioned and provided with cable TV where available and/or a satellite dish.

- (i) Where men are accommodated in quarters provided by the Company such quarters shall be comfortable and sanitary. Such accommodation shall be for the use of Trainmen and Enginemen.
- (ii) Where men are accommodated in other quarters (such as hotels, or motels) and eating facilities are not available at time released or called, the Company shall arrange for provision of cooking facilities and utensils.

Locker space shall be furnished at the home terminal and at the away-from-home terminal for men in pooled van operations and/or through van operations.

### **20.3 Servicing**

A van in road service shall be cleaned and properly supplied, including fresh water, at designated servicing points by personnel other than trainmen. However, trainmen shall be responsible for caring for markers and lanterns when used and must ascertain that proper flagging equipment is available in the van. Trainmen shall also be responsible for keeping the van in a clean and orderly condition enroute between servicing points. On arrival at servicing points, conductor shall leave requisition (on forms provided by the company) for normal supplies needed on the van and report any known defects in the van in accordance with local instructions. Where a van is assigned on a regular basis to a crew out of a point other than a servicing point. Trainmen shall be responsible for keeping the interior of the van in a clean and orderly condition and, where necessary, for placing the required supplies on the van. When a van so assigned is changed off, the replacement van shall be in a clean and orderly condition.

### **20.4 Spring Mattress**

When a van assigned on a regular or temporary basis to a crew is to be used as sleeping quarters it shall be equipped with spring mattresses.

### **20.5 Assigned on Regular Basis to Crew**

Where a van is assigned on a regular basis to a crew, such van shall not be taken away without the crew being notified so as to give them an opportunity to remove their effects. Except in an emergency situation, a van while so assigned shall not be used for other crews without the consent of the conductor of the crew to which assigned. Trainmen will not be required to tranship van equipment on their own time, this does not refer to personal effects.

At terminals where carmen are employed, vans will be supplied with dope, hard grease, brasses, hose, wrecking chains and tail hose. Conductors to requisition supplies required on the prescribed form.

### **20.6 Number of Crews**

Not more than one crew shall be deadheaded in a pooled or through operation van occupied by a working crew.

## **20.7 Equipment Supplied**

A van in a pooled or through operation arrangement shall be supplied with the equipment shown in Appendix A.

## **20.8 Grievance Committee**

The provisions of Article 59 shall not apply to complaints or grievances concerning the interpretation or application of agreement provisions respecting vans or bunk house accommodation, nor to complaints or grievance concerning the condition of such facilities. Such complaints or grievances may be referred to a committee composed of two officers of the company, and two Brotherhood representatives. The committee shall examine the complaints or grievances referred to it and, where necessary, ensure suitable corrective action is taken.

### **APPENDIX A**

- 1 Water Container
- 1 Kettle
- 1 Tea Pot
- 1 Saucepan
- 1 Large Frying Pan
- 1 Broom
- 1 Can Opener
- Paper Towels
- Toilet Soap

## **20.9 Conditions of Locomotive**

Locomotive cabs will be made comfortable to every extent possible. Locomotives will be dispatched out of North Bay, and Cochrane with clean windows and floors and the refuse removed. The washroom is to be clean and sanitary. They will also be supplied with fuel, water, sand, drinking water, a working refrigerator, and all the necessary stationery required for the completion of the trip. They must also be scheduled for heavy cleaning on a regular basis. All new purchased locomotives will be equipped with a microwave.



## **ARTICLE 21**

### **Commission's Business or Court Duty - Joint**

#### **21.1 Payment**

Employees held off on Commission's business, or on Commission's order will be paid schedule rates for mileage or time lost and reasonable expenses if away from home.

#### **21.2 Compensation When Called as Witness**

Employees called as witnesses in court by the Commission or before a Coroner's inquest, will be compensated as follows:

Assigned and Unassigned Trainmen - will receive not less than their regular pay for the time lost.

Yardmen - will receive 8 hours minimum pay for each 24 hours or portion thereof detained from duty.

Spareboard Men - will be compensated actual time lost when such can be clearly determined.

Actual reasonable expenses incurred while away from home will be allowed. Court witness fees and mileage will be assigned to the Commission in cases in which pay is allowed.

### **21.3 Court Witness Fees**

Should court witness fees be greater than the allowance under this schedule the employee will receive the full amount allowed by the court.

## **ARTICLE 22**

### **Jury Duty - Joint**

#### **22.1 Payment**

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



## **ARTICLE 23**

### **Time Returns**

#### **23.1 Service Paying Freight Rates**

In preparing trip tickets covering service paying freight rates, conductors will show time required to report for duty, time engine passes designated outer switch, time engine reaches designated outer switch and time off duty. If switching is ordered, time occupied in switching to be shown.

#### **23.2 Time not allowed (Joint)**

When there is a question regarding the time or mileage to be paid for, any portion not in dispute will be allowed, and the employee advised within thirty calendar days from the date of receipt of ticket regarding the portion which is not allowed together with the reason why not allowed, otherwise such claim will be paid. In cases where all time or mileage claimed on any return is disallowed such time return will be returned to the employee within thirty calendar days by the proper officer of the railway, otherwise such claim will be paid. When a time return is returned each employee whose name appears thereon will also be advised.

**Note:** The time limit of thirty calendar days does not apply to claims for guarantee payments in Articles 7 and 8.

### **23.3 Broken Time**

(a) Employees prevented from completing a day's work due to illness, will be paid for actual time on duty up to the time relieved from duty.

(b) Employees prevented from completing a day's work due to injury sustained on duty will be paid for loss of wages for the tour of duty and the return tour of duty if applicable.

(c) Employees called to relieve other employees for completion of a day's work due to illness or injury on duty will be paid not less than a basic day's pay.

### **23.4 Short Pay**

(a) An employee will be considered short paid when not in receipt of compensation to which entitled on the designated pay day for the pay period in which the claim for such compensation was submitted.

(b) An employee who has been short paid may request of the designated officer the issuance of a voucher to cover such shortage provided that:

- (i) the amount short paid is equivalent to or more than a basic day; and
- (ii) the time return involved was submitted promptly in accordance with the provisions of this Article.

Such voucher will be issued within three working days (i.e. excluding weekends and General Holidays) of the employee's request.

(c) Vouchers will not be issued in respect to:

- (i) claims arising out of an alleged violation of the Collective Agreement involving disputed wages.

### **23.5 Submission of Wage Tickets**

Wage tickets must be submitted as soon as possible following completion of each tour of duty. Wage tickets not entered in computer system within ten days of completion of tour of duty must be presented to Manager Train Service for payment.



**ARTICLE 24**  
**Probationary Period**  
**Joint**

**24.1 Probationary Period**

An employee will be considered on probation until he/she has completed six months' continuous employment relationship. If found unsuitable prior to the expiration of such probationary period, an employee will not be retained in service under this agreement. This action will not be construed as discipline or dismissal under the terms of this agreement.

**24.2 Seniority**

Employees retained beyond the probationary period will be accorded seniority from date of last entry into the service.



## **ARTICLE 25**

### **Calling Men Joint**

#### **25.1 Time and Means of Calling**

(a) Employees will be called as far as practicable two hours in advance of the time required to report for duty, except in cases of emergency. Employees will be called by telephone. When employees are accommodated in the facilities provided by the company, and telephone service is not available, other means may be used for calling. In the application of this rule, if employees in assigned service desire to be called on a regular basis, they will so request in writing.

(b) When calling, employees will be called in the following order:

- 1) deadheading
- 2) main line service
- 3) yard service

When more than one employee is called to protect service at an outlying terminal, order of standing when called off the spareboard will correspond with ordering times of trains at the away-from-home terminal.

#### **25.2 Report for Duty**

Unless otherwise advised, trainmen will report for duty fifteen minutes in advance of the time for which ordered.

#### **25.3 Not Available**

Men regularly assigned to crew, run or yard shift, not available or located when called, will remain out of service until return of crew, or completion of yard shift.

#### **25.4 Subject to Call for Other Service**

Except in cases of shortage of men, men assigned to regular crews or runs, in assigned or unassigned service, will not be subject to call for other service outside of exercising seniority as conductor, unless advised on arrival they may be required.

#### **25.5 Decline Call for Conductor**

Where a brakeman in a terminal declines a call for service as a

conductor his/her standing as a brakeman will not be affected.

## **25.6 Spareboard**

Where a brakeman's spare list or board is maintained, spare brakemen required will be drawn from the board on the basis of first-in, first-out. Where a spare brakeman is not available when called (see Article 98), he/she will be placed at the bottom of the spareboard behind the trainman that was called in his stead. Declining to accept or missing calls will be investigated and in the absence of a satisfactory explanation, such employees are liable for discipline in addition to the above penalty and that outlined in Article 98.1(b).

## **25.7 Spare Conductors**

Except as otherwise provided in Articles 39 and 42, when extra or spare conductors are required, conductors in the terminal at the time and holding positions as brakemen, will be entitled to such extra work, provided that they have not booked off duty, or on sick leave within the previous 12 hours calculated from time of call, and they will be called in the order of their seniority as conductor; having due regard to the provisions of Article 31. When such men cannot be located when required, or decline the call, they will not be used out of that terminal as conductor (except in emergency cases, where no other men are available) until the man or men who accepted the call and are used, return to the terminal.

## **25.8 Yardman Not Used as Foreman**

Except in cases of shortage of men, a yardman assigned to a regular shift as yard helper will not be used as a yard foreman, provided he has booked off duty or on sick leave within the previous eight hours calculated from the time required to be called.

## **25.9 Spare Conductors on Passenger**

Men used for relief or as extra conductor on passenger trains must, on return to North Bay, immediately upon arrival at The Station, communicate with the Yard Office to be booked on.

## **25.10 Protecting Service at Outlying Points**

At outlying points when an extra brakeman is required and it is not possible to send a spare man, trainmen will be called in the following order:

- (a) Brakemen stationed at the outlying point will be called in seniority order for such work.
- (b) Brakemen working into such outlying point will be called in seniority order.
- (c) When no roadmen are available, yardmen and then assigned yard foremen will be called in seniority order and will be paid road rates applicable to the service performed.
- (d) Assigned conductors will only be used where no brakemen are available. When called it will be in seniority order and such conductors used in the capacity of a brakeman, will be paid conductor's rate for the service performed.
- (e) It is understood that in any of the above cases the junior available man must respond.
- (f) The employee so available will be called when such call will not interfere with him/her filling his/her regular assignment.

### **Understanding Re: Article 25.7**

#### **"Booking OK as Conductor"**

#### **In the Application of Article 25.7:**

It is understood where sufficient men are available, one or more brakemen who are classed conductors may, according to seniority, book "OK as conductor", provided it will not interfere with the manning of crews.



**ARTICLE 26**  
**Overtime Banking Joint**

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

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



## **ARTICLE 27**

### **Cancellation of Regular Assignments**

**27.1** Trainmen in assigned road service whose assignments are to be cancelled will be given as much advance notice as possible. Except in unforeseen circumstances and emergencies, if less than two hours' notice of cancellation in advance of the advertised departure time is given, trainmen will be paid a basic day at the minimum rate applicable to the class of service to which assigned for each tour of duty lost. The provisions of the Article apply only at the home terminal of an assignment and do not apply to trainmen in those classes of service in which a daily guarantee applies.

## **ARTICLE 28**

### **Not Considered Absent**

**28.1** Trainmen assigned to regular runs will not be considered absent from duty after arrival at final terminal at end of day's run, but if called for service, will be given their turn out with unassigned crews.

**28.2** Trainmen employed on regular runs will be allowed to go home for Sunday provided regular service permits.



**Article 29**  
**Running Off Own Subdivisions**

**29.1** Crews will not be required to run off their own subdivisions except in cases of shortage of men. In no case will men be required to run more than one round trip off their own subdivision. Shortage of men will not be considered to exist where there are men available that could be moved to the point required.

**ARTICLE 30**  
**Rest**

**30.1 Right to Book Rest**

(a) Trainmen shall have the right to book rest after the combined time of two continuous tours of duty reaches seventeen (17) hours. Time to be calculated from the on-duty time of the first tour of duty.

(b) Trainmen who have been on duty 10 hours or more when operating with or without a reduced crew consist will have the right to book rest enroute, if they so desire, in accordance with the following provisions. Trainmen are to be the judges of their own condition. "Enroute" may also include the initial or final terminal.

## **30.2 Notice**

(a) Not less than 3 hours notification of the desire to book rest will be given to the Rail Traffic Controller. Such notification shall include the number of hours rest required.

(b) When proper notification of the desire to book rest has been given, and the Rail Traffic Controller orders the discontinuance of all work enroute, the train may, at the Trainmen's option, be taken through to the objective terminal or location where relief can be provided.

(c) When proper notification of the desire to book rest is given, the company will communicate the necessary information, including the discontinuance of work enroute when applicable, to any other authority having responsibility over the train's run, such as the proper supervisory officer at the objective terminal, other Rail Traffic Controllers, etc.

## **30.3 Rest Period**

(a) Trainmen may book a minimum of 4 and a maximum of 8 hours rest on the road. Rest booked must be in whole hours.

(b) When one member of the train crew books rest enroute, all other members of the train crew will be considered as on rest and automatically tied up. In such circumstances, Trainmen will not be considered as tied up between terminals.

(c) When the Locomotive Engineer books rest enroute, Trainmen will, if they require rest, book rest at the same time. If rest is not required at that time, Trainmen will complete the tour of duty.

(d) When rest is booked, the maximum number of hours rest booked by any one member of the train or engine crew shall be the number of hours rest for all other members of the train and engine crew.

(e) Except as provided by Article 30.5(b) of this Article, when rest is booked, the rest period shall commence at the time all members of the train and engine crew go off duty.

(f) All time off duty for rest shall be deducted in computing time for the continuous trip.

### **30.4 Arrangements**

(a) When rest is booked enroute, Trainmen will, at the company's option:

- (i) be relieved of duty and provided with accommodations either in a company facility or an available hotel or motel; or
- (ii) be replaced and deadheaded immediately either to the point for which ordered or to the home terminal where they will be relieved of duty.

**Note (1):** When deadheaded in the application of Clause (ii) above, Trainmen will be compensated on a continuous time basis for service and deadheading (miles or hours whichever is the greater) as per class of service.

**Note (2):** In the application of Clause (ii) above, Trainmen who are returned to the home terminal after being replaced on a trip to the away-from-home terminal will be paid, in addition to the earnings specified in Note(1) above, the additional actual road miles they would have otherwise earned for the round trip had they not been replaced.

(b) Except in circumstances beyond the company's control, such as accident, impassable track, equipment malfunction, plant failure, etc., Trainmen will be relieved of duty by the time rest booked is due to commence.

(c) Trainmen taking rest enroute under the provisions of this Article will first arrange to clear trains which would otherwise be unable to proceed. This shall not be used as a means of relief from the requirement to have Trainmen relieved of duty in accordance with the provisions of Clause (b) above.

(d) Trainmen arriving at the objective terminal at the time rest booked is due to commence will, upon request, be relieved when there are yard assignments on duty.

### **30.5 Accommodations Enroute**

(a) When accommodations are to be provided enroute, the Rail Traffic Controller may instruct Trainmen to take rest prior to the expiration of the 10th hour on duty or the 11th hour on duty, as the case may be, so that accommodations can be readily provided. In such circumstances, Trainmen will not be considered as tied up between terminals.

(b) Where accommodations are unavailable at the location where the crew ties-up or is relieved, the Trainmen will be transported to a location where accommodations are available. In such cases, the rest period will commence at the time accommodations are reached. If, in the application of this Clause (b), this results in Trainmen being on duty beyond the time rest booked is due to commence, they will be paid for such extra time on a minute basis (each 4.8 minutes to count as one mile), with a minimum of 12 1/2 miles for each hour or portion thereof, at the rate applicable to the service performed on the tour of duty, until such time as accommodations are reached. In the application of this Clause (b), time occupied in travelling between locations shall not be considered deadheading, nor shall miles travelled be paid for.

### **30.6 Condition of Accommodations**

(a) When accommodations are to be provided enroute, such quarters shall be clean and sanitary. When available at the location, single room occupancy shall be provided. In determining the facilities where Trainmen are to be accommodated, preference will be given to accommodations where eating facilities are available; when not available, the company will provide and arrange transportation to an eating facility at the location. Claims for authorized transportation expenses must be submitted on Form 1320 accompanied by receipts.

(b) When accommodations are provided enroute, trainmen will be provided meals at company expense. Where this is not possible trainmen will be provided an allowance of \$35.00 per

day.

### **30.7 Resuming Duty**

(a) When accommodations are provided enroute and the train does not proceed, trainmen will resume duty when the rest period has expired and will handle the train to the objective terminal.

(b) When accommodations are provided enroute and the train proceeds without them, Trainmen will resume duty when the rest period has expired and will be deadheaded as soon as possible to the point for which ordered, or to the home terminal, at the option of the company.

**Note (1):** When deadheaded in the application of Clause (b) above, Trainmen will be compensated on a continuous time basis for service and deadheading (miles or hours whichever is greater) as per class of service.

**Note (2):** In the application of Clause (b) above, Trainmen who are returned to the home terminal when their train has proceeded to the away-from-home terminal without them, will be paid, in addition to the earnings specified in Note(1) above, the additional actual road miles they would otherwise have earned for the round trip had the train not proceeded without them.

## **ARTICLE 31**

### **Rest Booked at Terminals**

#### **31.1 Rest Booked at Terminals**

- (a) (i) Trainmen will have the right, upon going off duty, to take a minimum of 3 and a maximum of 24 hours' rest at the home terminal. Spare trainmen who book more than 14 hours' rest at their home terminals will have their names placed at the bottom of their list after the period of rest has expired.
  - (ii) The turns of regular assigned and unassigned freight crews in which men have booked rest will not be sent out with spare trainmen if the rest booked does not exceed 8 hours.
- (b) Trainmen will have the right, upon going off duty, to take a minimum of 3 and a maximum of 8 hours' rest at the away-from-home terminal. Trainmen in assigned service will follow their assignment out of the away-from-home terminal. Trainmen in assigned service will follow their assignment out of the away-from-home terminals provided they have booked not more than six hours' rest.
- (c) Rest must be booked in even hours and once booked cannot be changed or cancelled. Rest taken will be exclusive of call time.

## **31.2 Yardmen**

(a) Yardmen who have been on duty eight hours or more will have the right to book rest subject to 2 hours notice of their intention to do so, the men to be the judge of their own condition.

(b) Yardmen who have worked two shifts in a 24 hour period, shall have the right to book up to 24 hours rest at the end of the second shift.

(c) All yardmen at the completion of their shifts will have the right to book rest up to 14 hours clear, with two hours call.

## **31.3 Investigations**

Men who are entitled to rest shall not be disturbed by call for the purpose of investigation, until the expiration of time specified for rest, except in case of absolute necessity.

## **ARTICLE 32**

### **Expenses Away From Home Joint**

#### **32.1 Payment**

Except as provided in Article 32.3 an employee who is required by the company to move from a main (home) terminal to another main (home) terminal where a shortage of employees exists, will be allowed \$18.00 per day for meals where such are not provided by the company or at company expense.

#### **32.2 Days Paid for**

The allowance will be paid for each calendar day such employee works or is available for work at or out of the point where the shortage exists provided such point is not his normal place of residence.

#### **32.3 Not Applicable**

This Article does not apply to an employee moving on his/her seniority district in the exercise of seniority rights, or upon recall from layoff, or while filling vacancies at subsidiary or outpost stations to the main (home) terminal except when he/she is entitled to the allowance at such main (home) terminal.

#### **32.4 Forced to Vacancy**

Employees who, through the application of seniority rules, are forced account no applications received to fill a position on a regular or temporary assignment which is home terminalled at a location which is subsidiary or outpost to their home station will be permitted, if accommodation is required, to stay in company resthouse facilities at the location if available, and, if there are none, they will be supplied accommodation, provided that such assignments are not located at the employees' place of residence and the distance from the city or town hall at the home station to the location of the assignment is 40 miles or more by the most direct highway route. Such employees will receive an allowance of \$20.00 per day for meals for each day the employee is held at that location to protect the assignment, when cooking facilities are available, and \$35.00 per day when

cooking facilities are not available.

**NOTE:** Employees who are forced to a temporary vacancy West of Cochrane will be entitled to this allowance on the travel days and days off the vacancy.

## **ARTICLE 33**

### **Laid Off Employees Joint**

#### **33.1 Preference of Re-employment**

An employee who is laid off shall be given preference of re-employment in the service from which he/she was laid off when staff is increased and shall be returned to the service in order of seniority.

#### **33.2 Advice of Address**

A laid off employee who desires to return to the service when work is available for him/her, must keep the proper officer advised of his/her address in order that he/she may be readily located.

#### **33.3 Employed Elsewhere**

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 are available in his/her seniority group.
- (c) That written application is made to his/her superior officer immediately on receipt of notification to resume duty.

#### **33.4 Failure to Report for Duty**

A laid off employee who fails to report for duty, or to give satisfactory reasons for not doing so, within fifteen (15) days from date of notification, shall forfeit his/her seniority rights and his/her name shall be struck off the seniority list.

## **ARTICLE 34**

### **Investigation and Discipline Joint**

#### **34.1 Investigation and Discipline**

No employee will be disciplined or dismissed until the charges against him/her have been investigated; the investigation to be presided over by the employee's superior officer. He/she may, however, be held off for investigation not exceeding three days. He/she will be given 48 hours' notice of the investigation and will be properly notified of the charges against him/her. He/she may select a fellow employee to appear with him/her at the investigation, and he/she and such fellow employee will have the right to hear all of the evidence submitted, and will be given an opportunity through the presiding officer to ask questions of witnesses whose evidence may have bearing on his/her responsibility, questions and answers will be recorded. He/she will be furnished with a copy of his/her statement taken at the investigation. The employee will be advised in writing of the decision within 28 days from the date investigation is completed except as otherwise mutually agreed. If not satisfied with the decision he/she will have the right to appeal in accordance with the grievance procedure.

#### **34.2 Unjust Cases**

On request, the General Chairman will be shown all evidence in the case. In case the discipline or dismissal is found to be unjust, the employee will be exonerated. If the employee has been dismissed, he/she will be paid in accordance with either:

(a) Assigned or unassigned employees will be paid actual time lost at scheduled rates for the class of service in which last employed, or,

(b) Spare board employees will be paid for each 24 hours held out of service the daily amount prescribed in the spare board guarantee or if the spare board guarantee is not in force, the minimum day.

When employees are to be disciplined, the discipline will be put

into effect within thirty (30) days from the date the investigation is held.

**Note:** Employee's file will be cleared of any record of discipline placed on his/her file after five (5) years. Any discipline not deducted from an employee's record in accordance with company Policy 6-S-1 will not be removed from employee's record notwithstanding this Article. This is not to interfere with current practice of clearing twenty (20) demerits from employee's file following one (1) year of discipline-free service.

### **34.3 Timing of Investigation**

It is understood that the investigation will be held as quickly as possible, and the layover time will be used as far as practicable. Employees will not be held out of service pending rendering of decision except in cases of dismissable offences.

### **34.4 Home Terminal**

(a) Employees will not be taken away from their home terminal for investigation except when the situation renders such action unavoidable.

(b) An employee who is instructed to report for investigation at a location other than his/her home terminal whether or not responsibility in the matter under investigation is subsequently attached, i.e., subject to discipline, shall nevertheless be paid for actual time spent travelling hour for hour, up to a maximum cumulative total of 8 hours in each 24 hours, at a rate per hour of 1/8th of the daily rate for passenger service.

### **34.5 Reprimand**

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

### **34.6 Held Out of Service with Pay**

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

## **ARTICLE 35**

### **Transfers**

**35.1** When trainmen are to be transferred from one subdivision to another the junior men will be called unless senior men wish to go.

## **ARTICLE 36**

### **Leave of Absence Joint**

#### **36.1 Application**

Employees desiring leave of absence must make application therefor to the appropriate supervisory officer.

#### **36.2 Minimum Period and Sick Leave**

(a) The minimum period for which a spare employee can book off for sickness or leave of absence is twelve hours.

(b) Except where deadheading relief is involved, trainmen, on resuming duty after having booked off on sick leave, will not be required to produce a doctor's certificate except when local officers consider an employee a continual offender, or where sharp practice is apparent in which case the employee will be required to submit a doctor's certificate.

An employee failing to submit a doctor's certificate within that time will be removed from the service until he/she produces it.

#### **36.3 Non-Scheduled or Official Position**

The name of an employee who is promoted from a position covered by this collective agreement to a non-scheduled or official position with the company on/or after the signing of the Memorandum of Agreement shall be continued on the proper seniority list and they shall continue to accumulate seniority in the group from which promoted for a period of two years. Following this two year period in such capacity, such employee who continues to pay full union dues shall no longer accumulate seniority but shall retain the seniority rights already accumulated. Such employee, when released from

non-scheduled or official position, may, within 30 days of such release, exercise his/her seniority to any position in his/her seniority group which he/she is qualified to fill and failing to do so, will forfeit his/her seniority, in which event his/her name will be removed from the seniority list. If such employee promoted two years or more, elects not to pay full union dues, his/her name will be removed from the seniority list immediately.

### **36.4 Union Position**

Any employee elected to the union position of:

- 1) Grand Lodge Officer
- 2) General Chairperson
- 3) Local Chairperson
- 4) Legislative Representative
- 5) Delegate

shall be granted leave of absence as required to perform the duties of their office.

### **36.5 Incarceration**

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.

### **36.6 Accumulation of Seniority**

Employees on authorized leave of absence, or those who have been elected, or appointed as union representatives, will continue to appear on the proper seniority lists. They will continue to accumulate seniority, provided seniority rights are asserted within 30 days after release from such employment as described herein.



## **ARTICLE 37**

### **Certificate of Service Joint**

**37.1** When an employee is discharged or resigns, he/she will, within five days, be paid and as soon as possible be given a certificate stating term of service and in what capacity he/she was employed.

## **ARTICLE 38**

### **Seniority Joint**

#### **38.1 Seniority Lists**

Separate seniority lists shall be established for passenger, freight and yard service. A composite list will also be prepared. Such lists shall show date of entry to service of the railway in any classification referred to herein, and date of standing in the particular classification to which assigned.

#### **38.2 Composite Seniority List**

Superintendent will prepare a composite seniority list and will have it posted on the first day of January and the first day of July in each year. Said lists will be posted in conspicuous places at all terminal registering points or yard offices, and employees whose standing is incorrectly shown must protest in writing within ninety days thereafter or no action thereafter will be taken. The standing of any man who is absent on leave, or through illness, will not be affected by this Article.

#### **38.3 Interchangeable Seniority Rights**

(a) All trainmen hired subsequent to December 31, 1963 will rank junior to all freight men in passenger service and all passenger men in freight service.

(b) All men hired subsequent to May 1, 1974 will rank junior to all yardmen in road service (including passenger men) and to all road men (including passenger men) in yard service.

(c) All men hired subsequent to May 1, 1974 will be placed on one seniority list and will be subject to work in road, yard and passenger service.

(d) Men hired after May 1, 1974 will not be eligible to apply for yard spare board positions.

When yard spare boards are depleted, the company will protect this service from the main line spare board except that main line spare board men hired before May 1, 1974 may elect in writing at the spring and fall job assignment change not to be called for yard work.

A regular main line trainman with a seniority date prior to May 1, 1974 who is reduced to a spare board position between the regular job assignment changes will be required to make such election at the time of reduction. Other main line men with a seniority date prior to May 1, 1974 will not be forced to work yard positions.

Yardmen hired before May 1, 1974 will not be called for main line service unless they so elect in writing at the job assignment change.

Such elections must be renewed at each spring and fall change.

#### **38.4 Laid Off Employees Hired After April 1, 1996**

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



## **ARTICLE 39**

### **Promotion Joint**

#### **39.1 Criteria**

Promotion will be made according to seniority of men and, subject to the other provisions of this Article, will be governed by merit, fitness and ability.

#### **39.2 Promotion to Conductor**

Brakemen shall be examined for promotion to conductor according to seniority on the brakemen's seniority list after 24 months' cumulative service.

**Note:** In applying the "24 months" cumulative service, brakemen must have completed a minimum of 200 shifts or tours of duty before they are examined for promotion. Yard foremen and passenger brakemen may use up to 100 shifts or tours of duty in their respective services to make up the 200 shifts or tours of duty provided that the remaining 100 shifts or tours of duty are served after August 17, 1979.

#### **39.3 Notification of Conductor Examination**

Brakemen will be notified by bulletin when required for examination for conductor and copy thereof will be furnished to the General Chairman.

#### **39.4 Seniority as Conductor**

Brakemen passing the required examination shall be given a certificate of qualification and when promoted to conductor shall hold their same relative standing on the conductors seniority list.

#### **39.5 Rights of Examination or Promotion Conductor**

No brakeman will be deprived of his/her rights of examination or promotion because of any failure to take examination due to requirements of the company's service, sickness or proper leave of absence, provided that on his/her return he/she shall be immediately called and required to take examination.

#### **39.6 Refusal or Failure of Examination Conductor**

Brakemen shall not be permitted to refuse examination. Any brakeman failing to pass the first examination for promotion to conductor shall be given another examination within 6 months and should they fail to pass on the second examination their names shall be placed at the foot of the seniority list or their services dispensed with at the option of the company. This clause does not apply to brakemen with a seniority date as yardman prior to December 1, 1972, or to men with passenger seniority prior to July 12, 1954.

#### **39.7 Demotion of Conductor**

Conductors demoted to brakemen by action of the company will retain their brakeman's seniority and be permitted to exercise same.

#### **39.8 Promotion to Yard Foreman**

Yard helpers shall be examined for promotion to yard foreman according to seniority on the yard helpers seniority list after 24 months cumulative service. Such service will include service as yard helper or brakeman, at least 16 months of which must be in yard service and/or joint spare board.

**Note:** In applying the "24 months" cumulative service, yard helpers must have completed a minimum of 200 shifts or tours

of duty before they are examined for promotion.

### **39.9 Notification of Yard Foreman Examination**

Yard helpers will be notified by bulletin when required for examination for yard foreman, and a copy thereof will be furnished to the General Chairman.

### **39.10 Seniority as Yard Foreman**

Yard helpers passing the required examination shall be given a certificate of qualification and when promoted to yard foreman shall hold their same relative standing on the yard foreman's seniority list.

### **39.11 Rights of Examination or Promotion Yard Foreman**

No yard helper shall be deprived of his/her rights of examination or promotion because of any failure to take examination due to requirements of the company's service, sickness or proper leave of absence, provided that on his/her return he/she shall be immediately called and required to take examination.

### **39.12 Refusal or Failure of Examination Yard Foreman**

Yard helpers shall not be permitted to refuse examination. Any yard helper failing to pass the first examination for promotion to yard foreman shall be given another examination within 6 months and should they fail to pass on the second examination their names shall be placed at the foot of the seniority list or their services dispensed with at the option of the company. This clause does not apply to yardmen with a seniority date as brakeman prior to April 17, 1974 or to men with passenger seniority prior to July 21, 1954.

### **39.13 Demotion of Yard Foreman**

Yard foremen demoted to yard helpers by action of the company will retain their yard helpers' seniority and be permitted to exercise same.

### **39.14 Seniority of Yard Helper Refusing Promotion**

Any yard helper refusing promotion to yard foreman on any

particular shift will thereafter rank junior to the man or men promoted to that shift only until that shift again becomes vacant.

### **39.15 Designation of Men Retained but not Promoted**

Men not promoted and retained in the service will be designated as permanent brakemen or yard helpers by placing the letter "P" against their names on the seniority lists.

### **39.16 Reduction of Crews**

In the reduction of crews, the junior men will be reduced.

### **39.17 Reverting to Spareboard**

When a request is made by a trainman holding a regular assignment for permission to revert to the spare board at North Bay or Englehart, and such request is approved by the General Chairman, such request will be granted, when possible, on the understanding that such trainman so applying must remain on the spare board, until next change of timetable.

### **39.18 Relinquishing Yard Foreman or Conductor Rights**

A promoted or classed Conductor or Yard Foreman may relinquish his/her rights as such for justifiable cause only when such action is concurred in by the proper officer of the Company and the General Chairman. His/her name will be placed on the appropriate seniority lists in accordance with his/her seniority thereon. He/she will be designated as permanent brakeman or yard helper and be permitted to exercise his/her seniority as such.



## **ARTICLE 40**

### **Bulletining Runs**

#### **40.1 Change of Timetable**

All runs become vacant at change of timetable, and will be bulletined.

#### **40.2 Days for Bulletins**

Permanent vacancies and new runs created will be bulletined on Tuesday, closing on the following Friday, or bulletined on Friday, closing on the following Tuesday. Should the bulletining date fall on a general holiday, the bulletins shall be posted on a date mutually agreed to between the Superintendent Train Operations and General Chairperson and given to the senior qualified person applying.

#### **40.3 Bidding Procedure**

Employees will be required to bid in sufficient positions in writing to properly protect their seniority; filing one copy with the proper officer and one copy with the Chairman of their organization. Failing to do so, they may be assigned to junior positions with the concurrence of the General Chairman.

#### **40.4 Changes of Assignments**

Changes of assignments will be made within ten days from date timetable takes effect.

#### **40.5 Passenger Trainmen**

The preference of passenger trainmen for place of duty on the train will be respected at change of timetable; always with the understanding that the conductor may at any time require them to perform any duties pertaining to their class of train service.

## **ARTICLE 41**

### **Bulletining Runs When Timetable Not Being Changed**

**41.** Notwithstanding anything contained in these rules, the Railway will recognize a written request from the representative of the Trainmen to bulletin all runs and assignments. Such

requests shall not be presented more than twice each year, and shall be acted upon only when it is apparent that a new spring or fall timetable is not likely to be issued. When such a request is received by the Railway under the conditions herein stated, it will have the same effect insofar as assignments and appointments are concerned as a new timetable.

## **ARTICLE 42**

### **Temporary Vacancies - Joint**

#### **42.1 Trainmen**

(a) Temporary vacancies that are open or are known to be open for five calendar days will be bulletined for twenty-four hours and will be filled by the senior qualified applicant.

(b) If the senior applicant is not available at the time relief is required the vacancy will be protected from the spare board until such time as he/she is available. At points where spare boards are maintained or at an away from home terminal where two tours of duty or more is provided, the senior applicant will be released as soon as possible.

(c) When a trainman moves from one vacancy to another under this article he/she will forfeit his/her temporary right to the vacancy he/she is leaving and it will then be treated in the same manner as an original vacancy.

(d) A trainman who has been off duty account sickness, leave of absence, mileage or vacation who desires to take a temporary vacancy rather than return to his/her regular assignment may do so provided that he/she must displace the junior man on a temporary vacancy in the class of service, with the assigned days off and at the terminal of his/her choice, but he/she may only do so if there was a temporary vacancy bulletined in that class of service at that terminal during his/her absence. A trainman wishing to displace in accordance with this provision must indicate his/her intention and his/her choice prior to the time he/she declares himself/herself okay for duty or prior to the time he/she is to be placed on the working list as the case may be.

(e) The junior man displaced under Clause (d) above may exercise his/her seniority to a temporary vacancy held by a junior man following the same procedure.

(f) A trainman who has completed a temporary vacancy and

who desires to take another temporary vacancy rather than returning to his/her own position must displace the junior trainman in the class of service desired on a temporary vacancy he/she did not bid because he/she preferred to remain on the vacancy just completed.

(g) Trainmen who are displaced from a permanent position will be allowed to displace the junior man in any class of service at the terminal of his/her choice.

(h) When a man is exercising seniority as a result of displacement or on return from mileage, leave of absence, or vacation, he/she must declare himself/herself immediately unless he/she himself/herself is immediately booking off for mileage, vacation or leave of absence in which case he/she will declare on his/her return to work.

In the application of this provision, when a man declares himself, the person affected is immediately displaced.

## 42.2 Yardmen

(a) When yardmen, either foreman or helpers, lay off for three days or more, or a vacancy has been open three days, the senior yardman will fill the vacancy, if he/she so desires. Seniority to govern in men's respective classes.

(b) Yardmen holding foreman's positions on the night shift will not lose their right to such assignments while relieving helpers on a day shift.

(c) Left Blank

(d) When a yard foreman's position, temporary or permanent, becomes vacant and no applications are received, the junior foreman at the terminal with the necessary experience will be forced to the position. At an outlying point where no spareboard is maintained, the junior qualified foreman on the system with a seniority date subsequent to May 1, 1974 will be forced to the position unless a protected yardman named in the letter of February 11, 1974 is working as third man in a reducible crew in which event the junior such man will be forced to the unbid position subject to his/her right to displace a junior yard foreman from a reduced crew at his/her terminal.

(e) When a foreman's position is temporarily vacant on account of sickness, leave, or until the vacancy is bulletined, or an extra shift, employees will be called in the following order: the senior qualified helper starting at the same time, the senior qualified helper currently working a yard assignment, the senior qualified helpers in the terminal. If the temporary vacancy remains unfilled, the junior qualified helper will be compelled to fill the vacancy.

When unable to fill a vacancy in this manner qualified Yard Foremen in the terminal at the time and holding a position as brakeman or yard helper will be called for such work in the order of their seniority as foreman, having due regard to Article

31. When such men cannot be located when required or decline the call as Yard Foreman their seniority as conductor, brakeman or yard helper will not be restricted. In this situation the junior available foreman in the terminal must respond. Main line men hired before May 1, 1974 may elect in writing to be called in their turn for such work.

(f) A yardman appointed to fill a vacancy which he/she has bid in will not have the right to bid in the position he/she has vacated when advertised as a result of his/her leaving it.

### **42.3 Lay-Over**

When a vacancy is open for five calendar days in passenger, assigned freight or assigned yard service, the man filling the vacancy will not be held on the lay-over for the remainder of the vacancy, provided the vacancy does not continue after the lay-over days.

## **ARTICLE 43**

### **Terminals**

**43.1** Points on current timetable where one or more trains end, are terminal points for such trains. The meaning of "Terminal" in the foregoing is understood to be the regular points between which crews regularly run: for instance, the terminal from which a branch line projects would be the terminal for the branch, but not necessarily for the section from which the branch line springs.

## **ARTICLE 44**

### **Mileage Regulations**

#### **44.1 Maximum Mileage**

The mileage for which trainmen are paid will, as far as practicable, be confined to the following limitations:

In assigned passenger service-Conductors, baggagemen and brakemen - 6,400 miles per checking period or equivalent no carry-over.

In all other train service - Conductors - 4,300 miles per checking period or equivalent no carry-over.

Brakemen - 4,300 miles per checking period or equivalent no carry-over.

Spare Lists will be regulated as nearly as possible to permit spare men to average the following minimum's:

Passenger Spare List - 4,000 miles or equivalent

Freight Spare List - 3,000 miles or equivalent

Yard Spare List - 8 days per semi-monthly checking period.

#### **44.2 Excess Miles**

(a) Trainmen making excess mileage will carryover to the next checking period, twice the excess miles so made.

#### **44.3 More Than One Class of Service**

(a) When trainmen are used in more than one class of service during a calendar month or checking period, the following equivalents will be booked:

For 150 miles at passenger rates - 100 miles freight

For each tour of duty of eight hours or more at yard rates - 100 miles freight

(b) Mileage made by an ESB as an engineman will be included with mileage made as a trainman/yardman in the calculation of his/her total mileage in the monthly checking period.

#### **44.4 Shortage of Men**

Maximum mileage will not apply when there is a shortage of men.

#### **\*44.5 Booking On**

Men will not be held out of service after 12 o'clock noon on the last day of their respective checking periods. Men returning from mileage will be placed on the working lists at 2200 hours on the last day of their checking period.

#### **\*44.6 Outside Points**

Men working at outside points will advise Yard Co-ordinator in sufficient time in order that relief may be furnished by him when they have accumulated their maximum mileage, and they will be relieved at point where relief is regularly furnished.

#### **\*44.7 Checking Mileage**

The railway will co-operate with Trainmen's Committee in carrying out the provisions of these rules in that Chairman of the Committee will, upon request, be allowed to check mileage with Chief Timekeeper, and arrange for any adjustment through Superintendent or his/her assistants. Mileage checks when requested will not exceed 90 days.

#### **\*44.8 Records**

Records will be maintained by the railway, however no part of this rule shall be used against the railway in any manner whatsoever, either directly or indirectly, as a basis for a grievance or time claim by or on behalf of any employee.

#### **\*44.9 Mileage not Guaranteed**

The mileages specified herein are not in any manner to be considered as guaranteed mileage allowances.

#### **\*44.10 Checking Periods**

A monthly checking period will be assigned to each man.

#### **\*44.11 Booking Mileage**

Each member of a crew on arrival at the designated terminal where mileage is to be booked, will be required to book their

mileage, including accumulated mileage for the checking period. Men failing to do so will not be called for further service until their mileage has been booked.

#### **44.12 Earnings Not Charged**

In the application of this article, the following earnings will not be charged against an employee's mileage record:

- (a) General Holiday Pay
- (b) Travel Allowance
- (c) Bereavement Leave
- (d) Annual vacation
- (e) Allowances for periodic medical or rules examinations
- (f) Penalty Payments under Articles 18 and 19
- (g) Work performed off assignment account shortage of men.

\* Applies also to yardmen

(h) Trainmen called for yard foremen (when no men available) while assigned to other classes of service.

## **ARTICLE 45**

### **Left Blank Intentionally**

## **ARTICLE 46**

### **Exemptions**

#### **46.1 Brass Cars**

Trainmen will not be required to brass cars, except perishable or livestock, nor to pick up cars on line that need brassing.

#### **46.2 Clean Cars, Light Lamps, Hosebags**

Trainmen will not be compelled to clean cars, light lamps, couple or uncouple hose bags on trains where car repairers are on duty, but will be expected when train porters are not employed, to remove rubbish from coaches while enroute, so as to give them a tidy appearance.

#### **46.3 Defective Draft Gears**

Trainmen will not be compelled to handle cars in trains, the draft gears of which are defective, and require to be chained, further than to take a car of perishable freight or livestock, which may become disabled enroute to the first terminal. Under no circumstances will trainmen be compelled to handle cars behind van, other than official cars or flangers.



## **ARTICLE 47**

### **Electric Lanterns**

#### **47.1 Furnished By Company**

Employees will be furnished with white electric lanterns by the company.

#### **47.2 Replacement of Lantern**

Replacement of lanterns issued by the Railway will be made without cost to the employee under the following conditions:

- (1) When worn out or damaged in the performance of Railway service upon return of the lantern.
- (2) When stolen while employee is on the premises of the Railway without neglect on the part of the employee.
- (3) When destroyed in the performance of duty.

#### **47.3 Supplies**

The Railway will maintain at convenient locations, a supply of bulbs and batteries to be drawn as required upon presentation of those worn out or broken, without cost to the employee.

#### **47.4 Failure to Supply**

In the event that due to conditions beyond the control of the Railway it becomes unable to obtain a sufficient quantity of such electric lanterns, bulbs or batteries for the purpose set forth herein, the Railway shall thereby be relieved of compliance with the provisions of this Article to the extent that such inability makes it impossible to comply herewith.

**ARTICLE 48**  
**Engine Equipment - Joint**

**48.1 Equipment**

All engines to be equipped with suitable seats and wrecking chains.

**48.2 Yardmen**

Yardmen will not be required to work with yard engines not equipped with automatic couplers, grab irons, and suitable headlights.

**ARTICLE 49**

**Baggage Car Equipment and Supplies to Vans**

**49.1** Ontario Northland Railway baggage cars running exclusively over this line will be equipped with emergency kit - (including stretcher) - same to be left in car.



## **ARTICLE 50**

### **Manning New Lines - Joint**

**50.1** Preference in manning new lines or extensions will be given trainmen on promotion district from which new line diverts. In future when a new line connects two promotion districts it will be manned by men taken equally from these districts, provided they are competent, having regard to the men's seniority dating from time of entering the service, and these men will then rank with the men on the promotion district to which they have been transferred, according to the dates from which they rank in the service, as Conductors, Baggage-man or Brakeman respectively. This will not apply to diversions reducing grades or distances on existing lines.

## **ARTICLE 51**

### **Payment For Examinations - Joint**

#### **51.1 Periodic Medical Examinations**

An employee required to take a periodic medical examination or colour vision, or hearing test during his/her off-duty hours shall be allowed payment of 3 hours' pay on the basis of one-eighth of the daily rate applicable to the service last performed.

## **51.2 Periodic Rules Examinations**

An employee required to take a periodic examination in the Canadian Rail Operating Rules during his/her off-duty hours shall be allowed payment on the following basis:

(a) Payment of a minimum of a basic day or loss of earnings, whichever is greater at the daily rate applicable to the service last performed for periodic rule examinations, safety training.

**Note:** Where the training location is at other than the employee's home terminal, the company will provide accommodation which may be in hotels, motels, or company facilities. Such accommodation will be in clean, single occupancy rooms and to the extent it is practicable, will include cooking facilities. Employees will be paid an allowance of \$16.00 per day.

(b) Payment will not be made to an employee directed to take a rules examination as a disciplinary measure, nor will an employee be paid for taking a rules examination which he/she fails to pass to the satisfaction of the Rule Examiner.

## **ARTICLE 52**

### **Local Rules - Joint**

#### **52.1 Passenger Spare Work**

North Bay freight spare board will protect all passenger spare work out of that terminal and when used as extra men in passenger service will be paid at passenger rates.

#### **52.2 Baggage man on Mixed Train Island Falls Sub**

Train baggage man on mixed train operating between Cochrane and Moosonee, Island Falls Sub-division will be paid an arbitrary of \$36.00 per month for checking operation of steam generator car when this unit is operating (prorated when used intermittently) under the following arrangement. During the season when heat is required, the unit will be started by the shop staff before leaving Cochrane and Moosonee.

Train baggage man while enroute will frequently check the steam gauge in the baggage car to assure that steam pressure is normal, and will also make periodical inspection of the steam generator car.

In the event of a malfunction indicated by the sound of the siren, or during inspection, baggage man will advise the conductor, and the crew will take whatever action is necessary in an effort to correct the defect and failing this, take all necessary precautions to protect the generator car and passenger equipment.

#### **52.3 Booking On**

Employees, after being absent for any reason, must book on at least 2 hours in advance of the reporting time of their assignment.

#### **52.4 Not Allowed to Bid**

No trainman shall be allowed to bid in any position while on sick leave, leave of absence, or on vacation.

#### **52.5 Placing SBU's on Trains**

Conductors responsible for picking up, deadheading and delivering extra SBU's, will be compensated 6 miles.

## **ARTICLE 53**

### **Material Changes in Working Conditions**

**NOTE:** The terms, conditions and benefits provided for in Article 53, "Adverse Effects of Changes in Working Conditions", or similar agreements will not apply to those employees, who were occupying an "excepted" position as company officers 6 months prior to the date of such notice of change.

#### **53.1 Material Changes in Working Conditions**

(a) The Company will not initiate any material change in working conditions which will have materially adverse effects on employees without giving as much advance notice as possible to the General Chairman concerned, along with a full description thereof and with appropriate details as to the contemplated effects upon employees concerned. No material change will be made until agreement is reached or a decision has been rendered in accordance with the provisions of Section 1 of this Article.

(b) The Company will negotiate with the Union, measures other than the benefits covered by Sections 2 and 3 of this Article to minimize such adverse effects of the material change on employees who are affected thereby. Such measures shall not include changes in rates of pay. Relaxation in schedule rules considered necessary for the implementation of a material change is also subject to negotiation.

(c) While not necessarily limited thereto, the measures to minimize adverse effects considered negotiable under Clause (b) above, may include the following:

- (1) Appropriate timing
- (2) Appropriate phasing
- (3) Hours on duty
- (4) Equalization of miles
- (5) Work distribution

- (6) Adequate accommodation
- (7) Bulletining
- (8) Seniority arrangements
- (9) Learning the road
- (10) Eating enroute
- (11) Work enroute
- (12) Layoff benefits
- (13) Severance pay
- (14) Maintenance of basic rates
- (15) Constructive miles
- (16) Deadheading

The foregoing list is not intended to imply that any particular item will necessarily form part of any agreement negotiated in respect of a material change in working conditions.

(d) The negotiations referred to in Clause (b) above shall be conducted between the President (or his/her delegate) and the General Chairman and shall commence within 20 days of the date of the notice specified in Clause (a) above. If the negotiations do not result in mutual agreement within 30 calendar days of their commencement, the issue, or issues, remaining in dispute shall, within seven days of the cessation of negotiation, be referred for mediation by a Board of Review composed of two senior officers from each party. Such referral shall be accompanied by a Joint Statement of Issue, or Issues, remaining in dispute together with a copy of the notices served by the Company on the Union under Section 1(a) hereof and a summary of the items agreed upon.

In the event neither party desires to submit the issue, or issues, remaining in dispute to a Board of Review the dispute shall be referred to the Arbitrator as provided in Clause (e) below.

(e) The Board of Review shall, within 20 days from the date of reference of the dispute, make its findings and recommendations. If the Board is unable to arrive at a decision within the time limits specified herein or such extended time

limits as provided in Clause (f) hereof, or if its recommendations are not agreeable to either party, a Joint Statement of Issue, or Issues, remaining in dispute may be referred within seven days by either party to a single arbitrator who shall be the person from time to time occupying the position of Arbitrator for the Canadian Railway Office of Arbitration.

In the event that the parties do not agree upon a Joint Statement of Issue, or Issues, remaining in dispute, either or each may submit a separate statement to the Arbitrator in accordance with the procedure outlined above for the Joint Statement and the other party will be provided with a copy thereof.

The Arbitrator shall hear the dispute within 30 days from date of the request for arbitration and shall render his decision together with reason therefor in writing within 15 days of the completion of the hearing. At the hearing before the Arbitrator, argument may be presented orally or in writing and each party may call such witnesses as it deems necessary.

(f) Time limits specified in Clauses (d) and (e) above may be extended by mutual agreement, or upon request of the Arbitrator, in respect of time limits specified for the hearing and the rendering of the decision.

(g) The decision of the Arbitrator shall be confined to the issue or issues placed before him which shall be limited to measures for minimizing the adverse effects of the material change upon employees who are affected thereby, and to the relaxation in schedule rules considered necessary for the implementation of the material change, and shall be final and binding upon the parties concerned.

(h) The Company and the Union shall respectively bear any expenses each has incurred in the presentation of the case to the Arbitrator but any general or common expenses, including the remuneration of the Arbitrator, shall be divided equally.

(i) The appointment of the Arbitrator referred to in Clause (e) above may be revoked at any time by either party upon 60 days written notice to the other and replaced by mutual agreement between the parties.

(j) In the event either party serves notice as provided in Clause (i) above, or the permanent Arbitrator serves notice on the parties of his intention to terminate his appointment, and there are disputes requiring final determination during a period in which there is no permanent Arbitrator, the parties will, within 27 days of cessation of negotiations, agree upon an Arbitrator to hear such dispute. If the parties cannot agree on the selection of an Arbitrator, either party may immediately request the Minister of Labour to appoint an Arbitrator to hear such dispute. Such ad hoc Arbitrator will, in respect of hearing the dispute and rendering a decision, be governed by the time limits specified in Clause (e) and by the provision of Clause (g) above.

(k) Notwithstanding the provisions of Clause (a) above, changes involving the relocation of employees shall not be made earlier than 15 days following the decision of the Arbitrator.

(l) This Rule does not apply in respect of changes brought about by the normal application of the collective agreement, changes resulting from a decline in business activity, fluctuations in traffic, traditional reassignment of work or other normal change inherent in the nature of the work in which employees are engaged.

(m) A dispute concerning the applicability of this Rule to a change in working conditions will be processed as a grievance by the General Chairman direct to the President, and must be presented within 60 days from the date of the cause of the Grievance.

### **53.2 Relocation Expenses**

(a) The benefits set forth hereunder shall be allowed, where

applicable, to an eligible employee. They shall apply to an eligible employee only once for each change.

**(b) Eligibility**

The eligibility of specific employees for relocation benefits specified below will be negotiated provided that in each case the following basic qualifications are fulfilled:

An employee:

- (1) Must have 24 months cumulative compensated service (to establish one month of cumulative compensated service, an employee must, for the purpose of this rule, in that month have worked and/or been available for service on:  
30 days if in road service,  
21 days if in yard service,  
25 days if in both road and yard service or a major portion thereof.
- (2) Must occupy unfurnished living accommodation to be eligible for benefits under paragraphs (2), (6) and (7) of Clause (c) of this Section.
- (3) Must establish that it is impractical for him/her to commute daily to new location.

**c) Relocation Benefits**

- (1) Payment of door-to-door moving expenses for the eligible employee's household goods and his/her automobile, including packing and unpacking, insurance, and up to one month's storage; the mode of transportation to be determined by the Railway.
- (2) An allowance of up to \$650. for incidental expenses actually incurred as a result of relocation.
- (3) Reasonable transportation expenses from his/her former location to his/her new location, by rail, or if authorized, by bus or employee-owned automobile, and up to \$165. for an employee without dependants, and an additional amount of \$65. will be paid for each

dependent for meals and temporary living accommodation. Receipts will be required for rail or bus transportation. In the application of this subparagraph, a spouse will be considered as a dependent.

- (4) Upon authorization, an employee may drive his/her automobile to his/her new location and be reimbursed therefore at the rates shown in Article 14.2.
- (5) In order to seek accommodation in his/her new location and/or to move to his/her new location, an employee will be allowed a continuous period of leave up to one week (seven consecutive calendar days). Payment for such leave will be a basic day's pay for each such day, up to a maximum of 5 days, at the rate applicable to the service last performed.
- (6)(a) Reimbursement for loss sustained on the sale of a relocating employee's private home which he/she occupied as a year-round residence, provided that the company is given the right in priority to everyone else to purchase the home. Loss sustained is determined as the difference between the value determined in accordance with Appendix A-1 plus any real estate agent and legal fees, and the amount established as the selling price in the deed of sale.
- (b) The procedure to be followed in respect of determining the loss, if any, on the sale of a home shall be as described in Appendix A-1 of this Article.
- (c) An eligible employee who desires to sell his/her house and receive any benefit to which he/she may be entitled under this item 6 must advise the company's officer concerned accordingly within 12 months of the date the initial change takes place. No employee shall be entitled to any claim under this item 6 if the house is not listed for sale within 60 days of the date

- of the final determination of value and thereafter the house continues to be listed for sale. Any claim for reimbursement under this item 6 must be made within 12 months of the final determination of value.
- (d) Payment of the cost of moving a wheeled mobile house which the employee occupies as a year-round residence. The selection of the mover and the cost of moving the mobile home shall require the prior approval of the company and shall not, in any event, exceed a total cost of \$5,000. Receipts shall be required.
  - (7) If an employee who is eligible for moving expenses does not wish to move his/her household to his/her new location, he/ she may opt for a monthly allowance of \$145. which will be payable, so long as he/she remains at his/her new location, for a maximum of 12 months from date of transfer to his/her new location. An employee claiming under this clause may elect within such 12-month period to move his/her household effects, in which case the amount paid out under this clause shall not be deducted from the relocation expenses allowable.
  - (8) Alternatively to (6) the cost of terminating an unexpired lease and legal costs connected therewith up to a value of three months' rent, where the relocating employee was renting a dwelling which he/she occupied as a year-round residence except that where such lease was entered into following the notice of the change without prior approval of the railway no benefit will be provided. Such prior approval will not be unreasonably withheld. Should the law require payment of more than three months' rent in order to terminate a lease, such additional amount will be paid providing the employee first

secures the company's approval to pay in excess of three months' rent.

### **53.3 Early Retirement Allowance**

An employee whose position is abolished by a change made under the provisions of Section 1(a) of this Article or who is displaced by a senior employee, such displacement being brought about directly by and at the time of implementation of such change will, if he/she is eligible to receive an early retirement pension with an actuarial cutback, be entitled to receive:

- (1) An allowance of \$60. per month commencing in the month immediately following the last month in which the employee received wages and continuing each month until the date at which he/she would have been eligible for the pension without a cutback. The maximum period for which the employee will be eligible for the allowance is 5 years:

**Or**

- (2) A lump sum payment calculated as follows:

**Age at Lump sum equivalent to the Retirement total value of monthly allowances he/she could have received under this provision**

|         |                                 |
|---------|---------------------------------|
| 55..... | 75% up to 60 months entitlement |
| 56..... | 80% up to 48 months entitlement |
| 57..... | 85% up to 36 months entitlement |
| 58..... | 90% up to 24 months entitlement |
| 59..... | 95% up to 12 months entitlement |

An employee who elects benefits under this Article 53.3 will not be entitled to any other benefits provided elsewhere in this Article.

The early retirement allowance will cease upon the death of the employee.

### **53.4 Other Assistance Programs**

The benefits granted under this Article shall be reduced in whole or in part in each case by any amount to which an employee is entitled from any other assistance program established for similar purposes.

### **53.5 Canada Labour Code**

Material changes in working conditions provisions are intended to assist employees affected by any technological change to adjust to the effects of the technological change and Sections 150, 152, and 153, Part V of the Canada Labour Code do not apply.

The provisions of this Article 53 are intended as well, to minimize the impact of termination of employment on the employees represented herein and Sections 60.11 and 60.15 of Part III of the Canada Labour Code do not apply.

### **Appraisal Procedure**

#### **Appendix A-1**

When an affected employee desires to sell his/her home under the provisions of Section 2(c)(6) of this Rule, of which this Appendix A-1 forms part, the following procedure will apply.

(a) In advising the Company officer concerned of his/her desire to sell his/her house, the employee shall include pertinent particulars as outlined in sample form attached, including his/her opinion as to the fair market value of his/her house.

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

(c) Within 15 working days from date of receipt of employee's advice of his/her desire to make a claim, the Company officer shall advise the employee concerned whether the suggested fair market value is satisfactory and, if so, such price shall be the fair market value as contemplated by Section 2(c) and 6(a) of this Rule.

(d) If, however, the officer concerned is not satisfied that the price requested by the employee is the fair market value, then an effort shall be made to resolve the matter through joint conference of the officer and employee concerned and the appropriate union representative if so desired by the employee; such joint conference to be held within seven days from date of advice to employee concerned as referred to in Clause (c) of this Appendix A-1.

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

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

(g) The residence shall not have been listed for sale with any appraiser appointed pursuant to the provisions of this Appendix A-1, nor with such appraiser's employee, fellow employee or partner.

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

## Particulars of House to be Sold

Name of Owner \_\_\_\_\_

Address \_\_\_\_\_

No. Street

City-Town

### Type of House:

(Cottage, Bungalow, Split Level) \_\_\_\_\_

Year Built \_\_\_\_\_

No. of Rooms \_\_\_\_\_ Bathrooms \_\_\_\_\_

### Type of Construction:

(i.e., Brick veneer, stucco, clapboard) \_\_\_\_\_

Finished basement: Yes \_\_\_\_\_ No \_\_\_\_\_

### Type of Heating:

(i.e., oil, coal, gas, electricity) \_\_\_\_\_

Garage: Yes \_\_\_\_\_ No \_\_\_\_\_

Size of Lot \_\_\_\_\_

Fair Market Value: \$ \_\_\_\_\_

Other Comments: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Date: \_\_\_\_\_ Signature: \_\_\_\_\_

## **ARTICLE 53A**

### **Preferred Employment Security**

**53A.1** An employee who was in the service on July 29, 1994 and who has or subsequently attains 7 years' service shall be defined as having "Preferred Employment Security".

**53A.2** Such employee, who is displaced or has his/her job abolished, shall exercise his/her seniority as presently provided in his/her collective agreement, up to and including his/her basic seniority territory if necessary, in order to retain his/her Employment Security.

**53A.3** If still unable to hold a position, then in order to retain Employment Security he/she shall (subject to qualifications);

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

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

- (iv) There being none, be placed in a "waiting" status until such time as a vacancy occurs within his/her classification on the seniority territory, or as per Clauses (i), (ii) and (iii) above. During this period the employee's U.I. benefits (subject to U.I. approval), and/or outside earnings, will be supplemented to a level equal to 80 percent of his/her weekly base pay continuing until such time as a position is found for the employee in accordance with the foregoing. The employees have no vested right to payments under the Plan

except to payments during a period of unemployment specified in the Plan. Payments in respect of guaranteed annual remuneration or in respect of deferred remuneration or severance pay benefits are not reduced or increased by payments received under the Plan.

Also during this period the employee must accept temporary work at his/her lay-off location.

**53A.4** In each of the above cases, before proceeding to the next option, the employee shall be required to fill such unfilled vacancy as far as the basic seniority territory if necessary.

**53A.5** Such employees shall retain and continue to accumulate seniority on his/her original list and be subject to recall. There will be no transfer of seniority rights on moves except as may be already provided by the current rules.

**53A.6** Training shall be provided if necessary to achieve qualifications, with maintenance of earnings as described above to prevail throughout the training period.

**53A.7** An employee who declines to exercise any of the options detailed in Article 53A.3 hereof, or who while on "waiting" status refuses recall to any permanent vacancy or temporary work as therein described, or refuses recall to a permanent position on his/her original basic seniority territory, shall forfeit his/her employment security. Such employee will, however, be entitled to such other benefits under The Plan for which he/she is eligible.

**53A.8** This Article 53A does not apply to reductions in forces made necessary by strikes or lockouts in the Railway Industry.



## **ARTICLE 54**

### **Annual Vacations**

#### **Section 1**

1. (a) An employee who at the beginning of the calendar year is not qualified for vacation under Clause (b) hereof will be allowed one calendar day's vacation for each twenty-six days worked and/or available for service, or major portion of such days during the preceding calendar year with a maximum of two weeks. Compensation for such vacation will be 4% of the gross wages of the employee during the preceding calendar year. This basis applies during subsequent years until qualifying for further vacation under Clause (b) of this section.

(b) Subject to the provisions of Clause (c) hereof, an employee who, at the beginning of the calendar year, has maintained a continuous employment relationship for at least 3 years and who has rendered compensated service in 30 calendar months calculated from the date of entering service, shall have his/her vacation scheduled on the basis of one calendar day's vacation for each 17 days worked and/or available for service, or major portion of such days, during the preceding calendar year, with a maximum of three weeks. Compensation for such vacation will be 6% of the gross wages of the employee during the preceding calendar year. This basis applies during subsequent years until qualifying for further vacation under Clause (d) of this section.

(c) An employee covered by Clause (b), hereof will be entitled to vacation on the basis outlined therein if on his/her fourth or subsequent service anniversary date he/she has rendered compensated service in 40 calendar months; otherwise his/her vacation entitlement will be calculated as set out in Clause (a) hereof. Any vacation granted for which the employee does not subsequently qualify will be deducted from the employee's vacation entitlement in the next calendar year. If such employee's employment relationship with the company

is terminated for any reason prior to his/her next vacation, the adjustment will be made at time of leaving.

(d) Subject to the provisions of Clause (e) hereof, an employee who, at the beginning of the calendar year, has maintained a continuous employment relationship for at least 7 years and who has rendered compensated service in 70 calendar months calculated from the date of entering service shall have his/her vacation scheduled on the basis of one calendar day's vacation for each 13 days worked and/or available for service, or major portion of such days, during the preceding calendar year, with a maximum of four weeks. Compensation for such vacation will be 8% of the gross wages of the employee during the preceding calendar year. This basis applies during subsequent years until qualifying for further vacation under Clause (f) of this section.

(e) An employee covered by Clause (d) hereof will be entitled to vacation on the basis outlined therein if on his/her 8th or subsequent anniversary date he/she has rendered compensated service in 80 months his/her vacation entitlement will be calculated as set out in Clause (b) hereof. Any vacation granted for which the employee does not subsequently qualify will be deducted from the employee's vacation entitlement in the next calendar year. If such employee's employment relationship with the company is terminated for any reason prior to his/her next vacation, the adjustment will be made at time of leaving.

(f) Subject to the provisions of Clause (g) hereof, an employee who, at the beginning of the calendar year, has maintained a continuous employment relationship for at least 15 years and who has rendered compensated service in 150 calendar months, calculated from date of entering service, shall have his/her vacation scheduled on the basis of one calendar day's vacation for each 10 days worked and/or available for service, or major portion of such days, during the preceding

calendar year, with a maximum of five weeks. Compensation for such vacation will be 10% of the gross wages of the employee during the preceding calendar year. This basis applies during subsequent years until qualifying for further vacation under Clause (h) of this section.

(g) An employee covered by Clause (f) hereof will be entitled to vacation on the basis outlined therein if on his/her sixteenth or subsequent service anniversary date he/she has rendered compensated service in 160 calendar months; otherwise his/her vacation entitlement will be calculated as set out in Clause (d) hereof. Any vacation granted for which the employee does not subsequently qualify will be deducted from the employee's vacation entitlement in the next calendar year. If such employee's employment relationship with the company is terminated for any reason prior to his/her next vacation, the adjustment will be made at time of leaving.

(h) Subject to the provisions of Clauses (i) and (j) hereof, an employee who, at the beginning of the calendar year, has maintained a continuous employment relationship for at least 25 years and who has rendered compensated service in 250 calendar months, calculated from date of entering service shall have his/her vacation scheduled on the basis of one calendar day's vacation for each  $8 \frac{2}{3}$  days worked and/or available for service, or major portion of such days, during the preceding calendar year, with a maximum of six weeks. Compensation for such vacation will be 12% of the gross wages of the employee during the preceding calendar year.

(i) An employee covered by Clause (h) hereof will be entitled to vacation on the basis outlined therein if on his/her twenty-sixth or subsequent service anniversary date he/she has rendered compensated service in 260 calendar months; otherwise his/her vacation entitlement will be calculated as set out in Clause (f) hereof. Any vacation granted for which the employee does not subsequently qualify will be deducted from

the employee's vacation entitlement in the next calendar year. If such employee's employment relationship with the company is terminated for any reason prior to his/her next vacation, the adjustment will be made at time of leaving.

(j) In the application of Clause (h), the company will have the option of:

1. Scheduling an employee for five weeks' vacation with the employee being paid for the sixth week at pro rata rates;

**or**

2. Splitting the vacation on the basis of five weeks and one week.

(k) In computing service under Clauses (a) to (j) inclusive of this Section 1, days worked in any position covered by similar vacation rules will be accumulated for the purpose of qualifying for vacation with pay.

## **Section 2**

(a) Subject to the provisions of Clauses (c), (e) and (g) of Section 1, an employee who is retired, leaves the service of his/ her own accord, is dismissed for cause, or whose services are dispensed with, shall be paid an amount appropriate to his/her service entitlement calculated as provided for in Section 1, for any vacation due him/her up to the time of termination of his/her service.

(b) An employee who at the time of termination of his/her service has not qualified for vacation as provided for in Clause (a) of Section 1 shall be paid 4% of his/her gross earnings for the calendar year in which his/her service is terminated.

(c) An employee who leaves the service of his/her own accord, or is dismissed for cause and not reinstated in the service within two years of date of such dismissal, will if subsequently returned to the service, be required to again qualify for vacation with pay as per Section 1.

(d) In the event of death of an employee, vacation pay to

which he/she is entitled up to the time of his/her death will be paid to the estate of the deceased.

(e) An employee who is laid off during the year and who has not been recalled at the beginning of the ensuing calendar year will have the right to request on two weeks' notice vacation pay due at any time during the ensuing calendar year prior to being recalled to service.

(f) Time off duty because of lay-off, bona fide illness, injury, or attendance to organization business (except on full-time basis), shall be included for qualification purposes in Section 1.

### **Section 3**

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

(b) In so far as practicable, preference shall be given in order of seniority of the applicants where applications for vacation have been filed on or before February 15th of each year; such preference shall not be granted where applications have been filed after February 15th. Employees must take their vacation at the time allotted and those who do not apply for it prior to February 15th shall be required to take their vacation at a time prescribed by the company.

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

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

(e) An employee who is entitled to vacation shall take same at the time scheduled. However, if the company reschedules an employee's scheduled vacation dates other than on request of the employee; by mutual agreement with the employee; or where the vacation is rescheduled under Clauses (c) and (d) of this section, he/she shall be given at least 3 weeks' advance notice of such rescheduling and will be entitled to the following penalty payment:

For each calendar day during his/her originally scheduled vacation period on which he/she performs service or is available for service, one-seventh of one percent of the employee's gross wages during the preceding calendar year: payable during the period of his/her rescheduled vacation dates.

The rescheduled vacation with pay to which he/she is entitled will be granted at a mutually agreed upon later date. This Clause (e) does not apply where rescheduling is a result of an employee exercising his/her seniority to a position covered by another vacation schedule.

(f) Employees desiring an advance 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.

**Note 1:** Provided that at least one period of split vacation is taken in the months of January to May inclusive or September to December inclusive employees entitled to vacation of two weeks or more may, provided proper application is made prior to February 15th, and there is no additional expense to the

railway, take his/her vacation in up to four portions, none of which will be less than 5 days. Only one portion of split vacation will be allotted during July and August. This will not be interpreted to prevent an employee from taking all of his/her vacation at one time. This will not prevent men from taking an additional split at any time after the vacation list has been posted and there are sufficient men available

**Note 2:** Employees returning from vacation will be placed on the boards at 2200 hours on the last day of their vacation period.

**Note 3:** Section 3(e) of Article 54 is suspended and will not again become effective until the first day of January in the year to be specified by the union. The union will notify the company not later than December 15 of the year preceding the year in which the suspended provision is to become effective.

**Note 4:** Employees will have the option of using ten (10) personal leave days which will be deducted from the employee's annual vacation. Employees using personal leave days under this provision must make a request to the proper officer at least twenty-four (24) hours in advance and such leave will be granted provided there is no increased cost to the company. Personal leave days will not be granted between December 1 and 31 of each year.



## **Article 55**

### **General Holidays - Joint**

#### **55.1 General Holidays**

An employee who qualifies in accordance with Article 55.2 shall be granted a holiday with pay on the following general holidays:

|  |                          |
|--|--------------------------|
| New Year's Day                             | St. Jean Baptiste Day    |
| Day after New Year's Day<br>(Ontario only) | (Quebec only)            |
| Good Friday                                | Civic Holiday            |
| Victoria Day                               | (First Monday in August) |
| Dominion Day                               | Labour Day               |
| Christmas Day                              | Thanksgiving Day         |
| Boxing Day                                 | Remembrance Day          |

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

#### **55.2 Qualification for General Holiday**

In order to qualify for pay on any of the holidays specified in Article 55.1, an employee shall have completed thirty days of continuous employee relationship and in addition:

(a) Shall commence a shift or tour of duty on the general holiday;

**or**

(b) Except as otherwise provided herein shall be entitled to wages for at least 12 shifts or tours of duty during the 30 calendar days immediately preceding the general holiday; and

**Note:** Provided that an employee is available for work on the general holiday, absences from shifts or tours of duty because of bona fide injury, hospitalization, illness for which the employee qualifies for weekly sickness benefits and authorized

maternity leave, parental or adoption leave will be included in determining the 12 shifts or tours of duty referred to in this sub-paragraph (b).

(c) Unless cancelled, shall be available for duty on such holiday if it occurs on one of his/her work days excluding vacation days.

An employee under rest for any portion of a holiday where the rest booked is twelve hours or less consecutive with his/her last shift or tour of duty shall not be considered unavailable under this Clause (c) because of such rest period. This Clause (c) shall not apply in respect of an employee who is laid off or suffering from a bona fide injury or who is hospitalized on the holiday or who is in receipt of, or who subsequently qualifies for weekly indemnity benefits because of illness on such holiday.

(d) In the application of sub-paragraph (b) of this paragraph, an employee assigned to a regular assignment who:

(i) is available for such assignment throughout the entire 30 day period immediately preceding the general holiday will not be disqualified from general holiday pay on the basis of not accumulating the required 12 tours of duty on that assignment in the 30 calendar days.

(ii) reaches his/her maximum monthly mileage during the 30 calendar days immediately preceding the general holiday, provided he/she is available for work subsequent to his/her mileage date during the remainder of this 30 day period immediately preceding the general holiday and on the holiday, will not be disqualified from general holiday pay on the basis of not accumulating the required 12 tours of duty in the 30 calendar days immediately preceding the general holiday.

(e) A trainman, except if on the spare board, who makes himself/herself unavailable when called or books off for his/her job which commences on the day before the general holiday

and thereby makes himself/herself unavailable for a return movement on the general holiday will not be considered as available under Clause (c) hereof. This Clause (e) shall not apply to an employee who books not more than 12 hours' rest consecutive with his/her last tour of duty prior to the general holiday or to an employee covered by the provisions of Clause (c) hereof.

### **55.3 Vacation**

A qualified employee whose vacation period coincides with a general holiday specified in Article 55.1 shall be paid the amount specified for his/her classification in Article 55.5(a).

### **55.4 Required to Work**

An employee who does not qualify under Article 55.2 with respect to pay for a general holiday and who is required by the company to work on that day shall be paid in accordance with the provisions of the wage agreement.

### **55.5 Payment on General Holiday**

(a) An employee qualified under Article 55.2 and who is not required to work on a general holiday shall be paid in accordance with the following:

- (i) An assigned yardman shall be paid eight hours pay at the straight time rate of the position he/she would have filled had his/her assignment worked on the holiday.
- (ii) Spare yardmen shall be paid eight hours pay at the yard helper's straight time rate.
- (iii) A conductor, baggageman or brakeman shall be paid an amount equal to his/her earnings, exclusive of overtime for the last tour of duty he/she worked prior to the general holiday, provided that in the case of an employee paid at passenger rates, if such amount is less than the equivalent of 150 miles at the rate applicable to the passenger service, the equivalent of 150 miles shall be paid.

(b) An employee qualified under Article 55.2 and who is required to work on a general holiday shall be paid, in addition to the pay provided in Article 55.5(a) at a rate equal to one and one-half times his/her regular rate of wages for the

shift(s) or tour(s) of duty worked by him/her on that holiday.

**55.6 Preponderance of Shift**

Shifts or tours of duty commencing between midnight and 2359 hours, both inclusive on the general holiday specified in Article 55.1, or shifts where the preponderance of the shift or tour of duty occurs on that holiday, shall be considered as work on the general holiday.

**55.7 Deadheading**

For the purpose of this Article 55, deadheading for which compensation is paid shall be deemed to be a tour of duty worked.

**55.8 Application of Article 8.2**

Holiday payments made under this Article will not result in a duplicate payment as a result of the application of Article 8.2.

## **55.9 Duplicate Payment**

The application of this Article shall not result in a duplicate payment consequent upon the inclusion of a general holiday provision in any other agreement.

## **Article 56**

### **Health and Welfare - Joint**

#### **56.1 Weekly Indemnity and Life Insurance**

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

#### **56.2 Medicare Allowances**

Eligible employees shall be provided with medicare allowance as provided for in the Supplemental Agreement governing an Employee Benefit Plan for Ontario Northland Employees.

#### **56.3 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 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.

#### **56.4 Continuation of Benefits**

Employees retiring from the service prior to age 65 either:

(a) Retiring with a company pension and who has 15 years of continuous employment relationship.

**or**

(b) Who qualifies for a Disability Pension under Ontario Northland's Pension Plan will have their Life Insurance, Dental Plan and Extended Care Plan continued until they attain the age of 65.

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

In order to facilitate the return to active duty, where an employee is deemed fit to return to modified work, by his/her attending physician, Worker Compensation or the company physician, he/she may be assigned, temporarily, to any position anywhere within his/her home terminal. The intent of this practice is to work towards returning injured and disabled employees to their regular assignment. When dealing with positions or groups of employees whose nature of work takes

them throughout the system, then the assignments under this provision shall follow similar practices. In such instances the employee will be compensated his/her normal basic rate of pay/guarantee or the rate of the temporary assignment, whichever is greater.

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

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



## **Article 57**

### **Bereavement Leave - Joint**

#### **57.1 Bereavement Leave**

Upon the death of an employee's spouse or children, an employee who has not less than 3 months' cumulative compensated service shall be entitled to 4 consecutive calendar days' bereavement leave with payment of lost earning exclusive of overtime within such 4 days.

Effective January 1, 1998 upon the death of an employee's parent, the employee shall be entitled to four days' bereavement leave without loss of pay provided he/she has not less than three months cumulative compensated service.

Upon the death of an employee's parent, grandparent, grandchild, father-in-law, mother-in-law, brother, brother-in-law, sister, sister-in-law, step-parent, step-brother or step-sister, an employee who has not less than 3 months' cumulative compensated service shall be entitled to 3 consecutive calendar days' bereavement leave with payment of lost earnings exclusive of overtime within such 3 days. In the application of this Article 57, an employee's spouse is defined as 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 that is eligible, it means the person that qualifies as a spouse under the definition of that word in Section 2(1) of the Canadian Human Rights Benefit Regulations, so long as such person is residing with the employee.

#### **57.2 Vacation**

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

## **Article 58**

### **Deduction of Union Dues - Joint**

**58.1** The Company shall deduct on the payroll, for any pay period which contains the twenty-fourth calendar day of a 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 Organization, subject to the conditions and exceptions set forth herein.

**58.2** The amount to be deducted shall be equivalent to the uniform, regular dues payment of the Organization and shall not include initiation fees or special assessments. The amount to be deducted shall not be changed during the term of the agreement except to conform with a change in amount of regular dues of the Organization in accordance with its constitutional provisions.

**58.3** Employees filling positions of a supervisory capacity not subject to the rules of this agreement shall be excepted from dues deduction.

**58.4** Membership shall be available to any employee eligible under the constitution of the Organization on payment of the initiation or reinstatement fees uniformly required of all other such applicants. Membership shall not be denied for reasons of race, national origin, colour or religion.

**58.5** Deductions shall commence on the payroll for the first pay period which contains the twenty-fourth calendar day of the month following completion of thirty calendar days after date of first service.

**58.6** If the wages of an employee payable on the payroll for the pay period which contains the twenty-fourth 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 Company in such month. The Company 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.

**58.7** Employees filling positions coming within the scope of more than one wage agreement in the pay period in which deduction is made shall have dues deducted for the Organization holding the agreement under which the preponderance of the time is worked in that period. No more than one deduction of dues shall be made from any employee in any month.

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

**58.9** The amounts of dues so deducted from wages accompanied by a statement of deductions from individuals shall be remitted by the Company to the local Treasurer of the Organization not later than forty calendar days following the pay period in which the deductions are made.

**58.10** The Company shall not be responsible financially or otherwise, either to the Organization or to any employee for any failure to make deductions or for making improper or inaccurate deductions or remittances. However, in any instance in which an error occurs in the amount of any deduction of dues from any employee's wages, the Company shall adjust it directly with the employee. In the event of any mistake by the Company in the amount of its remittance to the Organization, the Company shall adjust the amount in a subsequent remittance. The Company'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 Treasurer of the Local Organization.

**58.11** The question of what compensation, if any, shall be paid the Company by the Union in recognition of services performed

under this Article shall be subject to reconsideration at the request of either party on fifteen days notice in writing.

**58.12** 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 Company pursuant to Article 58.2, all parties shall co-operate fully in the defence of such action. Each party shall bear its own cost of such defence except that if at the request of the Organization, council fees are incurred these shall be borne by the Organization. Save as aforesaid the Organization jointly and severally, shall indemnify and save harmless the Company from any losses, damages, costs, liability or expenses suffered or sustained by them or any of them as a result of any such deduction or deductions from payrolls.

## **Article 59**

### **Grievance Procedure and Final Settlement of Disputes - Joint**

#### **59.1 Grievance Procedure - Interpretation or Violation of Agreement**

A grievance concerning the interpretation or alleged violation of this agreement (including one involving a time claim) shall be processed in the following manner:

An appeal against discipline imposed shall be initiated at Step 2 of this grievance procedure.

#### **Step 1: Presentation of Grievance to Immediate Supervisor**

Within sixty calendar days from the date of cause of grievance the employee or the Local Chairman or General Chairman may present the grievance in writing to the immediate supervisor, who will give a decision in writing within sixty calendar days of receipt of grievance.

#### **Step 2: Appeal to Superintendent of Train Operations**

Within sixty calendar days from the date of the decision under Step 1, or in the case of an appeal against discipline imposed

within thirty calendar days of the date on which the employee was notified of the discipline assessed, the Local Chairman or General Chairman may appeal the decision in writing to the Superintendent of Train Operations.

The appeal shall include a written statement of grievance as it concerns the interpretation or alleged violation of the agreement, and identify the specific provisions involved. The written statement in the case of an appeal against discipline imposed shall outline the union's contention as to why the discipline should be reduced or removed.

The decision will be rendered in writing within sixty calendar days of receipt of the appeal.

### **Step 3: Appeal to the President**

Within sixty calendar days of the date of the decision under Step 2, the General Chairman may appeal the decision in writing to the President.

The appeal shall be accompanied by the union's contention, and all relevant information concerning the grievance. The President shall render his decision in writing within sixty calendar days of receipt of the appeal. The General Chairman may request a meeting with the President or his delegate when presenting the appeal.

### **59.2 Final Settlement of Disputes**

A grievance which is not settled at the President's step of the grievance procedure may be referred by either party to the Canadian Railway Office of Arbitration for final and binding settlement without stoppage of work.

A request for arbitration shall be made within sixty calendar days from the date decision is rendered in writing by the President by filing written notice thereof with the Canadian Railway Office of Arbitration and on the same date a copy of such filed notice will be transmitted to the other party to the grievance.

### **59.3 Not Within Time Limits**

Any grievance not progressed by the union within the prescribed time limits shall be considered settled on the basis of the last decision and shall not be subject to further appeal. The settlement of a grievance on this basis will not constitute a precedent or waiver of the contentions of the union in that case or in respect of other similar claims. Where a decision is not rendered by the appropriate officer of the Company within the prescribed time limits, the grievance may, except where Article 59.4 applies, be progressed to the next step in the grievance procedure.

#### **59.4 Time Claim**

In the application of Article 59.1 to a grievance concerning an alleged violation which involves a disputed time claim, if a decision is not rendered by the appropriate officer of the Company within the time limits specified, the claim will be paid. Payment of time claims in such circumstances will not constitute a precedent or waiver of the contentions of the Company in that case or in respect of other similar claims.

#### **59.5 Retroactive Pay**

The settlement of a grievance shall not under any circumstances involve retroactive pay beyond a period of ninety calendar days prior to the date that such grievance was submitted at the first applicable step of the grievance procedure.

#### **59.6 Extension of Time Limits**

Time limits specified in this Article may be extended by mutual agreement.

#### **59.7 Recorded Conversation**

When a recorded conversation may be relevant to the disposition of a grievance, the Local or General Chairman may make a request to hear a specific recorded conversation. Such requests must be made within 60 days from the date of the conversation. Arrangements will then be made to permit the Local or General Chairman to listen to the recorded

conversation.

## **Article 60**

### **Training Employees**

#### **60.1 At Least One Trained Employee**

Conductors and Yard Foremen will not be required to work a tour of duty without the assistance of at least one employee who has completed the company's training course for new trainmen which will consist of classroom training and 20 trial tours of duty for brakeman trainees in road service and 15 trial shifts as yardman trainees.

#### **60.2 Allowance for Training**

Conductors and Yard Foremen will receive an allowance (as shown in November. 8) while providing on-the-job training to brakemen/yardmen trainees during the trial tours of duty referred to in Article 60.1.

#### **60.3 Requirement of Conductor or Yard Foreman**

During such trial tours of duty, the Conductor or Yard Foreman will provide such advice, counsel and supervision as may be required to ensure safe operation and to assist the trainee in the improvement of his/her skill and competence. Conductors and Yard Foremen will complete progress reports as necessary.

#### **60.4 Incompetent Trainman/Brakeman**

Conductors finding a trainman/brakeman incompetent must so report complaint in writing to the proper officer of the company. A Conductor will not again be required to take out an incompetent trainman/brakeman unless the alleged incompetency is disproved.

#### **60.5 Training Rate**

During the time new employees are assigned to a company training program they will be paid \$6.00 per hour.

### **Article 61**

#### **Printing of Collective Agreements**

**61.1** The company undertakes the responsibility for the printing of collective agreements as may be required from time to time and will absorb the cost of printing as well as the cost of delivery of sufficient copies to the Local Chairman. This will include such costs incurred with the printing and delivery of updated pages.

## **Article 62**

### **Use of Communication Systems**

#### **62.1 Part of the Duties**

It is recognized that pursuant to the Canadian Rail Operating Rules and Special Instructions relating thereto, the use of the railway radio communication system is a part of the duties of employees covered by this agreement.

#### **62.2 Use of Radios**

In the application of this Article employees will carry portable radios and use radios to give and take information as required in the performance of their duties.

#### **62.3 Holder for Radios**

Portable radios used and carried by yardmen will not exceed 3 pounds in weight and will be equipped with a suitable holder which will firmly hold the radio close to the body, or will be of such size as to permit being placed in coat or trouser pockets.

#### **62.4 Size and Weight of Radios**

The size and weight of portable radios used by trainmen will not exceed that presently in use and portable radios hereafter purchased for use in road service will be of a minimum size and weight necessary to ensure safe and adequate communication. This paragraph is not intended to require the purchase of radios weighing less than three pounds.

#### **62.5 Responsibility for Accidents**

Subject always to the proper application of the Canadian Rail Operating Rules employees covered by this agreement will not be held responsible for accidents caused by failure of radio equipment to properly function.

#### **62.6 Sufficient Radio Channels**

At locations where radio is used sufficient frequency channels will be utilized to provide safe communication.

#### **62.7 Each Member of Crew to Have Radio**

When radios are used by a yard or transfer crews in the performance of their duties each member of the crew will be

supplied with a radio.

### **62.8 Radios While Deadheading**

In the application of this Article 62, when trainmen are ordered to deadhead and instructed to pick up and/or deliver radio(s) they will be paid a flat allowance of thirty minutes (6 miles) in addition to their deadheading.

## **Article 98**

### **Spare Board Guarantee**

**98.1** (a) An employee on spare board who is available for duty for two consecutive payroll periods in their entirety commencing with period 01 in each year will be guaranteed earnings for each such 28 day period effective Jan. 4, 1992 of \$3,556.48 if on a road or joint spare board.

(b) Such guarantee will be reduced by \$127.01, if on a road or joint spare board, for each calendar day or portion thereof on which the employee is not available for duty or for each call missed.

**98.2** In the application of sub-paragraph 98.1(a):

(a) An employee (or employees) standing first out in the spare board rotation at calling time who make themselves unavailable or who miss a call for a vacancy (or vacancies) for which called will be penalized as described by sub-paragraph (b) of Article 98.1.

(b) In addition to the monetary penalty provided in Article 98.1(b), an employee (or employees) standing first out on the spare board at calling time who make themselves unavailable or who miss a call for a vacancy (or vacancies) for which called will revert to the bottom of the spare board.

(c) An employee (or employees) not first or second out on the spare board rotation at calling time who miss a call as a result of their actions those employees described in sub-paragraph (a) will not be penalized as provided by Article 98.1(a). However, they will be placed at the bottom of the spare board in accordance with Article 25.6.

**98.3** (a) An employee on the spare board who stands first or second out and misses more than 2 calls in a guarantee period will not be entitled to any guarantee under Article 98.1 unless such calls were missed for reasons satisfactory to the proper officer of the company.

(b) An employee may book rest in excess of 14 hours in accordance with Article 31. However, such employee who books more than 14 hours rest will have his/her guarantee reduced in accordance with the provisions of Article 98.1(a).

(c) Employees entitled to the guarantee under the provisions of this Article and Article 98.1 who are assigned to the spareboard for only a portion of the guarantee period, will be paid full portion of the guarantee pro-rated according to the number of days the employee was on the spare board as related to the number of days in the guarantee period.

(d) In the calculation of guaranteed payments provided in this Article 98, all compensation paid to employees under this Agreement as well as compensation paid as a Locomotive Engineer during the guarantee period or portion thereof that the employee is assigned to a spareboard will be used to offset any such guarantee payments. Compensation earned outside the period of time the employee is assigned to the spareboard will not offset the guarantee payments.

**98.4** In the application of this Article, the guarantee mileage figures will not be construed as the maximum mileage which employees will be permitted to make.

**98.5** Trainmen may claim a guarantee on a payroll period basis (14 days) with the provision that the computation of guarantees payable remains on the 28 day basis.

**98.6** Employees appointed to the Board will remain on for a minimum of 5 days.



## Article 99 Rates of Pay

### 99.1 Passenger Service

#### (a) Rates of Pay

The rates of pay for passenger trainmen on trains propelled by steam or other motive power shall be:

|            | Per Mile, Effective |                 |                 |
|------------|---------------------|-----------------|-----------------|
|            | <u>Jan.1/99</u>     | <u>Jan.1/00</u> | <u>Jan.1/01</u> |
|            | 1.5%                | 1.5%            | 2%              |
|            | Cents               | Cents           | Cents           |
| Conductors | \$0.8851            | \$0.8984        | \$0.9164        |
| Baggagemen | \$0.7255            | \$0.7364        | \$0.7511        |
| Brakemen   | \$0.7138            | \$0.7245        | \$0.7390        |

#### Minimum Day

The minimum allowance for passenger trainmen in steam or other train service for each day used shall be:

|            | Per Mile, Effective |                 |                 |
|------------|---------------------|-----------------|-----------------|
|            | <u>Jan.1/99</u>     | <u>Jan.1/00</u> | <u>Jan.1/01</u> |
|            | 1.5%                | 1.5%            | 2%              |
| Conductors | \$132.77            | \$134.76        | \$137.46        |
| Baggagemen | \$108.82            | \$110.45        | \$112.66        |
| Brakemen   | \$107.07            | \$108.68        | \$110.85        |

#### Monthly Guarantee

Regularly assigned passenger trainmen who are ready for service the entire month and who do not lay off of their own accord, shall receive the following minimum sums, exclusive of overtime earned, if any, for the calendar month:

|            | Per Month, Effective |                 |                 |
|------------|----------------------|-----------------|-----------------|
|            | <u>Jan.1/99</u>      | <u>Jan.1/00</u> | <u>Jan.1/01</u> |
|            | 1.5%                 | 1.5%            | 2%              |
| Conductors | \$3,982.95           | \$4,042.69      | \$4,123.80      |
| Baggagemen | \$3,264.63           | \$3,313.60      | \$3,379.87      |
| Brakemen   | \$3,212.10           | \$3,260.28      | \$3,325.49      |

#### (b) Overtime

Overtime in all passenger service shall be computed for each employee on the basis of actual overtime worked, or held for duty, at the following rates:

|            | Per Hour, Effective |                 |                 |
|------------|---------------------|-----------------|-----------------|
|            | <u>Jan.1/99</u>     | <u>Jan.1/00</u> | <u>Jan.1/01</u> |
|            | 1.5%                | 1.5%            | 2%              |
| Conductors | \$17.70             | \$17.97         | \$18.33         |
| Baggagemen | \$14.51             | \$14.73         | \$15.02         |
| Brakemen   | \$14.28             | \$14.49         | \$14.78         |

**99.2 (a) Freight Service**

The pay in through, irregular, freight, pusher, helper, work, wreck, construction, snow plow and circus trains, shall be:

|                              | Per Mile, Effective |          |          |
|------------------------------|---------------------|----------|----------|
|                              | Jan.1/99            | Jan.1/00 | Jan.1/01 |
|                              | 1.5%                | 1.5%     | 2%       |
|                              | Cents               | Cents    | Cents    |
| Conductors Only<br>(working) | \$1.2337            | \$1.2523 | \$1.2773 |
| Conductors                   | \$1.2437            | \$1.2623 | \$1.2873 |
| Brakemen                     | \$1.0851            | \$1.1014 | \$1.1234 |
| Essential Brakeman           | \$1.1394            | \$1.1564 | \$1.1796 |

**(b) Wayfreight Service**

The pay for wayfreight service shall be:

|                    | Per Mile, Effective |          |          |
|--------------------|---------------------|----------|----------|
|                    | Jan.1/99            | Jan.1/00 | Jan.1/01 |
|                    | 1.5%                | 1.5%     | 2%       |
|                    | Cents               | Cents    | Cents    |
| Conductors         | \$1.2896            | \$1.3090 | \$1.3352 |
| Brakemen           | \$1.1293            | \$1.1462 | \$1.1692 |
| Essential Brakeman | \$1.1858            | \$1.2036 | \$1.2276 |

**(c) Road Switcher Service (Eff Feb.1/86)**

|            | Per Mile, Effective |                 |                 |
|------------|---------------------|-----------------|-----------------|
|            | <u>Jan.1/99</u>     | <u>Jan.1/00</u> | <u>Jan.1/01</u> |
|            | 1.5%                | 1.5%            | 2%              |
|            | Cents               | Cents           | Cents           |
| Conductors | \$1.7809            | \$1.8076        | \$1.8438        |
| Brakemen   | \$1.6260            | \$1.6580        | \$1.6912        |

|            | Monthly Guarantee |                 |                 |
|------------|-------------------|-----------------|-----------------|
|            | <u>Jan.1/99</u>   | <u>Jan.1/00</u> | <u>Jan.1/01</u> |
|            | 1.5%              | 1.5%            | 2%              |
| Conductors | \$4,630.34        | \$4,699.76      | \$4,793.88      |
| Brakemen   | \$4,227.60        | \$4,291.04      | \$4,376.84      |

**99.3 Yard Service**

(a) The rates of pay for Yardmen shall be:

|  | Effective       |                 |                 |
|--|-----------------|-----------------|-----------------|
|  | <u>Jan.1/99</u> | <u>Jan.1/00</u> | <u>Jan.1/01</u> |
|  | 1.5%            | .30/hr          | 2%              |

**Foremen-**

|                   |          |          |          |
|-------------------|----------|----------|----------|
| Per Day           | \$183.70 | \$186.10 | \$189.82 |
| Pro Rate Per Hour | 22.9621  | 23.2620  | 23.7272  |
| Time and One-Half | 34.4431  | 34.8930  | 35.5909  |

**Helpers-**

|                   |          |          |          |
|-------------------|----------|----------|----------|
| Per Day           | \$167.73 | \$170.13 | \$173.53 |
| Pro Rate Per Hour | 20.9658  | 21.2658  | 21.6911  |
| Time and One-Half | 31.4487  | 21.8987  | 32.5366  |

**Yard Rates for Switching at Terminals**

**(Articles 2.9(c) and (d))**

**Conductors -**

|          |           |           |           |
|----------|-----------|-----------|-----------|
| Per Hour | \$22.2663 | \$22.5663 | \$23.0176 |
|----------|-----------|-----------|-----------|

Time and One-half \$33.3995 \$33.8495 \$34.5264

**Brakeman -**

Per Hour \$20.3304 \$20.6304 \$21.0430

Time and One Half \$30.4956 \$30.9456 \$31.5645

**NOTE:** This section “Yard Rates for Switching at Terminals” added to Article 99 Rates of Pay in January 2000 in accordance with #39 in the Memorandum of Agreement on Article 3 dated July 6, 1999.

**99.4** Effective the first of the month following the signing of this agreement, Yard Foremen and Yard Helpers whose regularly assigned shifts commence between 1430 and 2229 hours will receive a shift differential of 40¢ per hour and Yard Foremen and Yard Helpers whose regularly assigned shifts commence between 2230 hours and 0629 hours will 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 absences from duty such as vacations, general holidays, etc.

**99.5 Engine Service Brakemen**

| Per Week, Effective |           |           |
|---------------------|-----------|-----------|
| Jan. 1/99           | Jan. 1/00 | Jan. 1/01 |
| 1.5%                | 1.5%      | 2%        |

In Training:

Brakeman \$852.90 \$865.70 \$883.01

Yardman \$795.92 \$807.85 \$824.01

Special Allowance \$4.49 \$4.56 \$4.65

(Clause 9(b))

**NOTE:** Engine Service Brakeman will be entitled to this training rate or their incumbency whichever is greater.

**99.6 Pay for Handling Mail**

Trainmen baggagemen on passenger or mixed trains handling Government mail in baggage cars will be paid additional pay for regular service as follows:

When maximum number of sacks of mail is over 10 and space

occupied is 15 feet or less (equivalent 315 sacks of mail) - Column A rates.

When maximum space occupied is over 15 feet and less than 30 feet (equivalent 630 sacks of mail) - Column B rates.

When maximum space occupied is over 30 feet - Column C rates.

Twenty one sacks of mail shall be considered the equivalent of one foot of car space. Mileage paid shall be computed from initial station to final station on trips on which mail is handled.

This Article will not apply to crews paid at yard rates.

|              | <b>Column A</b> | <b>Column B</b> | <b>Column C</b> |
|--------------|-----------------|-----------------|-----------------|
|              | Per Mile        | Per Mile        | Per Mile        |
| Jan. 1, 1999 | \$0.0106        | \$0.0213        | \$0.0430        |
| Jan. 1, 2000 | \$0.0108        | \$0.0217        | \$0.0436        |
| Jan. 1, 2001 | \$0.011         | \$0.0221        | \$0.0445        |

**99.7(a) Additional Cars Differential Article 2.1(d)**

|                        |                  |
|------------------------|------------------|
| Effective Jan. 1, 1999 | \$0.5751 per day |
| Effective Jan. 1, 2000 | \$0.5837 per day |
| Effective Jan. 1, 2001 | \$0.5954 per day |

**(b) Cabooseless Trains Only**

|                        |                  |
|------------------------|------------------|
| Effective Jan. 1, 1999 | \$1.6521 per day |
| Effective Jan. 1, 2000 | 1.6769 per day   |
| Effective Jan. 1, 2000 | 1.7105 per day   |

**99.8 Training Rate - Article 60.1**

|                        |         |
|------------------------|---------|
| Effective Jan. 1, 1999 | \$27.43 |
| Effective Jan. 1, 2000 | 27.85   |
| Effective Jan. 1, 2001 | 28.40   |

**99.9 Entry Level Rates**

Employees hired after the signing of this agreement (July 6/99) will receive a percentage of the applicable rate according to the following table:

Year 1 - 75%

Year 2 - 80%  
Year 3 - 85%  
Year 4 - 90%  
Year 5 - 100%

**Length of Train Allowance - Effective December 16, 1996**

|                      |         |
|----------------------|---------|
| 3801 to 5,000 feet   | \$3.06  |
| 5001 to 6,000 feet   | \$7.14  |
| 6001 to 7,000 feet   | \$13.26 |
| 7001 to 8,000 feet   | \$21.42 |
| 8001 to 9,000 feet   | \$31.62 |
| 9001 to 10,000 feet  | \$43.86 |
| 10,001 feet and over | \$58.14 |

**Length of Run Allowance - Effective December 15, 1996**

|                        |         |
|------------------------|---------|
| 100 or less road miles | \$12.24 |
| 101 to 150 road miles  | \$15.30 |
| 151 to 200 road miles  | \$22.95 |
| 201 to 220 road miles  | \$30.60 |
| 221 to 240 road miles  | \$33.15 |
| 241 to 260 road miles  | \$35.70 |
| 261 to 280 road miles  | \$38.25 |
| 281 to 300 road miles  | \$40.80 |

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



**Table Showing Time After Which Overtime Accrues on  
Runs of 100 miles to 199 Miles in Length, on Speed Basis  
of 12 1/2 Miles Per Hour**

| <b>Overtime<br/>Accrues</b> |              | <b>Overtime<br/>Accrues</b> |              |                 |              |
|-----------------------------|--------------|-----------------------------|--------------|-----------------|--------------|
| <b>Miles</b>                | <b>After</b> | <b>Miles</b>                | <b>After</b> | <b>Miles</b>    | <b>After</b> |
| <b>Distance</b>             | <b>Hours</b> | <b>Distance</b>             | <b>Hours</b> | <b>Distance</b> | <b>Hours</b> |
| 100                         | 8.00         | 134                         | 10.43        | 168             | 13.26        |
| 101                         | 8.05         | 135                         | 10.48        | 169             | 13.31        |
| 102                         | 8.10         | 136                         | 10.53        | 170             | 13.36        |
| 103                         | 8.14         | 137                         | 10.58        | 171             | 13.41        |
| 104                         | 8.19         | 138                         | 11.02        | 172             | 13.46        |
| 105                         | 8.24         | 139                         | 11.07        | 173             | 13.50        |
| 106                         | 8.29         | 140                         | 11.12        | 174             | 13.55        |
| 107                         | 8.34         | 141                         | 11.17        | 175             | 14.00        |
| 108                         | 8.38         | 142                         | 11.22        | 176             | 14.05        |
| 109                         | 8.43         | 143                         | 11.26        | 177             | 14.10        |
| 110                         | 8.48         | 144                         | 11.31        | 178             | 14.14        |
| 111                         | 8.53         | 145                         | 11.36        | 179             | 14.19        |
| 112                         | 8.58         | 146                         | 11.41        | 180             | 14.24        |
| 113                         | 9.02         | 147                         | 11.46        | 181             | 14.29        |
| 114                         | 9.07         | 148                         | 11.50        | 182             | 14.34        |
| 115                         | 9.12         | 149                         | 11.55        | 183             | 14.38        |
| 116                         | 9.17         | 150                         | 12.00        | 184             | 14.43        |
| 117                         | 9.22         | 151                         | 12.05        | 185             | 14.48        |
| 118                         | 9.26         | 152                         | 12.10        | 186             | 14.53        |
| 119                         | 9.31         | 153                         | 12.14        | 187             | 14.58        |
| 120                         | 9.36         | 154                         | 12.19        | 188             | 15.02        |
| 122                         | 9.46         | 156                         | 12.29        | 190             | 15.12        |
| 123                         | 9.50         | 157                         | 12.34        | 191             | 15.17        |
| 124                         | 9.55         | 158                         | 12.38        | 192             | 15.22        |
| 125                         | 10.00        | 159                         | 12.43        | 193             | 15.26        |
| 126                         | 10.05        | 160                         | 12.48        | 194             | 15.31        |
| 127                         | 10.10        | 161                         | 12.53        | 195             | 15.36        |
| 128                         | 10.14        | 162                         | 12.58        | 196             | 15.41        |
| 129                         | 10.19        | 163                         | 13.02        | 197             | 15.46        |
| 130                         | 10.24        | 164                         | 13.07        | 198             | 15.50        |
| 131                         | 10.29        | 165                         | 13.12        | 199             | 15.55        |

|     |       |     |       |
|-----|-------|-----|-------|
| 132 | 10.34 | 166 | 13.17 |
| 133 | 10.38 | 167 | 13.22 |

**Table Showing Equivalent Miles at 12 1/2 Miles Per Hour at  
Pro-Rata Rates**

| Minutes | Hours |    |    |    |    |    |
|---------|-------|----|----|----|----|----|
|         | 0'    | 1' | 2' | 3' | 4' | 5' |
| 0" 0 12 | 25    | 37 | 50 | 62 |    |    |
| 1" 0 13 | 25    | 38 | 50 | 63 |    |    |
| 2" 0 13 | 25    | 38 | 50 | 63 |    |    |
| 3" 1 13 | 26    | 38 | 51 | 63 |    |    |
| 4" 1 13 | 26    | 38 | 51 | 63 |    |    |
| 5" 1 14 | 26    | 39 | 51 | 64 |    |    |
| 6" 1 14 | 26    | 39 | 51 | 64 |    |    |
| 7" 1 14 | 26    | 39 | 51 | 64 |    |    |
| 8" 2 14 | 27    | 39 | 52 | 64 |    |    |
| 9" 2 14 | 27    | 39 | 52 | 64 |    |    |
| 10" 2   | 15    | 27 | 40 | 52 | 65 |    |
| 11" 2   | 15    | 27 | 40 | 52 | 65 |    |
| 12" 2   | 15    | 27 | 40 | 52 | 65 |    |
| 13" 3   | 15    | 28 | 40 | 53 | 65 |    |
| 14" 3   | 15    | 28 | 40 | 53 | 65 |    |
| 15" 3   | 16    | 28 | 41 | 53 | 66 |    |
| 16" 3   | 16    | 28 | 41 | 53 | 66 |    |
| 17" 4   | 16    | 29 | 41 | 54 | 66 |    |
| 18" 4   | 16    | 29 | 41 | 54 | 66 |    |
| 19" 4   | 16    | 29 | 41 | 54 | 66 |    |
| 20" 4   | 17    | 29 | 42 | 54 | 67 |    |
| 21" 4   | 17    | 29 | 42 | 54 | 67 |    |
| 22" 5   | 17    | 30 | 42 | 55 | 67 |    |
| 23" 5   | 17    | 30 | 42 | 55 | 67 |    |
| 24" 5   | 17    | 30 | 42 | 55 | 67 |    |
| 25" 5   | 18    | 30 | 43 | 55 | 68 |    |
| 26" 5   | 18    | 30 | 43 | 55 | 68 |    |
| 27" 6   | 18    | 31 | 43 | 56 | 68 |    |
| 28" 6   | 18    | 31 | 43 | 56 | 68 |    |

|        |    |    |    |    |    |
|--------|----|----|----|----|----|
| 29" 6  | 19 | 31 | 44 | 56 | 69 |
| 30" 6  | 19 | 31 | 44 | 56 | 69 |
| 31" 6  | 19 | 31 | 44 | 56 | 69 |
| 32" 7  | 19 | 32 | 44 | 57 | 69 |
| 33" 7  | 19 | 32 | 44 | 57 | 69 |
| 34" 7  | 20 | 32 | 45 | 57 | 70 |
| 35" 7  | 20 | 32 | 45 | 57 | 70 |
| 36" 7  | 20 | 32 | 45 | 57 | 70 |
| 37" 8  | 20 | 33 | 45 | 58 | 70 |
| 38" 8  | 20 | 33 | 45 | 58 | 70 |
| 39" 8  | 21 | 33 | 46 | 58 | 71 |
| 40" 8  | 21 | 33 | 46 | 58 | 71 |
| 41" 9  | 21 | 34 | 46 | 59 | 71 |
| 42" 9  | 21 | 34 | 46 | 59 | 71 |
| 43" 9  | 21 | 34 | 46 | 59 | 71 |
| 44" 9  | 22 | 34 | 47 | 59 | 72 |
| 45" 9  | 22 | 34 | 47 | 59 | 72 |
| 46" 10 | 22 | 35 | 47 | 60 | 72 |
| 47" 10 | 22 | 35 | 47 | 60 | 72 |
| 48" 10 | 22 | 35 | 47 | 60 | 72 |
| 49" 10 | 23 | 35 | 48 | 60 | 73 |
| 50" 11 | 23 | 35 | 48 | 60 | 73 |
| 51" 11 | 23 | 36 | 48 | 61 | 73 |
| 52" 11 | 23 | 36 | 48 | 61 | 73 |
| 53" 11 | 24 | 36 | 49 | 61 | 74 |
| 54" 11 | 24 | 36 | 49 | 61 | 74 |
| 55" 11 | 24 | 36 | 49 | 61 | 74 |
| 56" 12 | 24 | 37 | 49 | 62 | 74 |
| 57" 12 | 24 | 37 | 49 | 62 | 74 |
| 58" 12 | 25 | 37 | 50 | 62 | 75 |
| 59" 12 | 25 | 37 | 50 | 62 | 75 |

## Table Showing Equivalent Mileage on Overtime Basis of 18 3/4 Miles Per Hour

NOTE: Fractions of mile up to one-half dropped-over one-half counted as one mile

| Min | 0' | 1' | 2' | 3' | 4' | 5'  | 6'  | 7'  | 8'  | 9'  | 10' | 11' | 12' |
|-----|----|----|----|----|----|-----|-----|-----|-----|-----|-----|-----|-----|
| 0   | 0  | 19 | 37 | 56 | 75 | 94  | 112 | 131 | 150 | 169 | 187 | 206 | 225 |
| 1   | 0  | 19 | 38 | 57 | 75 | 94  | 113 | 132 | 150 | 169 | 188 | 207 | 225 |
| 2   | 1  | 19 | 38 | 57 | 76 | 94  | 113 | 132 | 151 | 169 | 188 | 207 | 226 |
| 3   | 1  | 20 | 38 | 57 | 76 | 95  | 113 | 132 | 151 | 170 | 188 | 207 | 226 |
| 4   | 1  | 20 | 39 | 57 | 76 | 95  | 114 | 132 | 151 | 170 | 189 | 207 | 226 |
| 5   | 2  | 20 | 39 | 58 | 77 | 95  | 114 | 133 | 152 | 170 | 189 | 208 | 227 |
| 6   | 2  | 21 | 39 | 58 | 77 | 96  | 114 | 133 | 152 | 171 | 189 | 208 | 227 |
| 7   | 2  | 21 | 40 | 58 | 77 | 96  | 115 | 133 | 152 | 171 | 190 | 208 | 227 |
| 8   | 2  | 21 | 40 | 59 | 77 | 96  | 115 | 134 | 152 | 171 | 190 | 209 | 227 |
| 9   | 3  | 22 | 40 | 59 | 78 | 97  | 115 | 134 | 153 | 172 | 190 | 209 | 228 |
| 10  | 3  | 22 | 41 | 59 | 78 | 97  | 116 | 134 | 153 | 172 | 191 | 209 | 228 |
| 11  | 3  | 22 | 41 | 60 | 78 | 97  | 116 | 135 | 153 | 172 | 191 | 210 | 228 |
| 12  | 4  | 22 | 41 | 60 | 78 | 97  | 116 | 135 | 154 | 172 | 191 | 210 | 229 |
| 13  | 4  | 23 | 42 | 60 | 79 | 98  | 117 | 135 | 154 | 173 | 192 | 210 | 229 |
| 14  | 4  | 23 | 42 | 61 | 79 | 98  | 117 | 136 | 154 | 173 | 192 | 211 | 229 |
| 15  | 5  | 23 | 42 | 61 | 80 | 98  | 117 | 136 | 155 | 173 | 192 | 211 | 230 |
| 16  | 5  | 24 | 42 | 61 | 80 | 99  | 117 | 136 | 155 | 174 | 192 | 211 | 230 |
| 17  | 5  | 24 | 43 | 62 | 80 | 99  | 118 | 137 | 155 | 174 | 193 | 212 | 230 |
| 18  | 6  | 24 | 43 | 62 | 81 | 99  | 118 | 137 | 156 | 175 | 193 | 212 | 231 |
| 19  | 6  | 25 | 44 | 62 | 81 | 100 | 118 | 137 | 156 | 175 | 193 | 212 | 231 |
| 20  | 6  | 25 | 44 | 62 | 81 | 100 | 119 | 137 | 156 | 175 | 194 | 212 | 231 |
| 21  | 7  | 25 | 44 | 63 | 82 | 100 | 119 | 138 | 157 | 175 | 194 | 213 | 232 |
| 22  | 7  | 26 | 44 | 63 | 82 | 101 | 119 | 138 | 157 | 176 | 194 | 213 | 232 |
| 23  | 7  | 26 | 45 | 63 | 82 | 101 | 120 | 138 | 157 | 176 | 195 | 213 | 232 |
| 24  | 7  | 26 | 45 | 64 | 82 | 101 | 120 | 139 | 157 | 176 | 195 | 214 | 232 |
| Min | 0' | 1' | 2' | 3' | 4' | 5'  | 6'  | 7'  | 8'  | 9'  | 10' | 11' | 12' |
| 25  | 8  | 27 | 45 | 64 | 83 | 102 | 120 | 139 | 158 | 177 | 195 | 214 | 233 |
| 26  | 8  | 27 | 46 | 64 | 83 | 102 | 121 | 139 | 158 | 177 | 196 | 214 | 233 |
| 27  | 8  | 27 | 46 | 65 | 83 | 102 | 121 | 140 | 158 | 177 | 196 | 215 | 233 |

|     |    |    |    |    |    |     |     |     |     |     |     |     |     |
|-----|----|----|----|----|----|-----|-----|-----|-----|-----|-----|-----|-----|
| 28  | 9  | 27 | 46 | 65 | 84 | 102 | 121 | 140 | 159 | 177 | 196 | 215 | 234 |
| 29  | 9  | 28 | 47 | 65 | 84 | 103 | 122 | 140 | 159 | 178 | 197 | 215 | 234 |
| 30  | 9  | 28 | 47 | 66 | 84 | 103 | 122 | 141 | 159 | 178 | 197 | 216 | 234 |
| 31  | 10 | 28 | 47 | 66 | 85 | 103 | 122 | 141 | 160 | 178 | 197 | 216 | 235 |
| 32  | 10 | 29 | 47 | 66 | 85 | 104 | 122 | 141 | 160 | 179 | 197 | 216 | 235 |
| 33  | 10 | 29 | 48 | 67 | 85 | 104 | 123 | 142 | 160 | 179 | 198 | 217 | 235 |
| 34  | 11 | 29 | 48 | 67 | 86 | 104 | 123 | 142 | 161 | 179 | 198 | 217 | 236 |
| 35  | 11 | 30 | 48 | 67 | 86 | 105 | 123 | 142 | 161 | 180 | 198 | 217 | 236 |
| 36  | 11 | 30 | 49 | 67 | 86 | 105 | 124 | 142 | 161 | 180 | 199 | 217 | 236 |
| 37  | 12 | 30 | 49 | 68 | 87 | 105 | 124 | 143 | 162 | 180 | 199 | 218 | 237 |
| 38  | 12 | 31 | 49 | 68 | 87 | 106 | 124 | 143 | 162 | 181 | 199 | 218 | 237 |
| 39  | 12 | 31 | 50 | 68 | 87 | 106 | 125 | 144 | 162 | 181 | 199 | 218 | 237 |
| 40  | 12 | 31 | 50 | 69 | 87 | 106 | 125 | 144 | 162 | 181 | 200 | 219 | 237 |
| 41  | 13 | 31 | 50 | 69 | 88 | 107 | 125 | 144 | 163 | 182 | 200 | 219 | 238 |
| 42  | 13 | 31 | 51 | 69 | 88 | 107 | 126 | 144 | 163 | 182 | 201 | 219 | 238 |
| 43  | 13 | 32 | 51 | 70 | 88 | 107 | 126 | 145 | 163 | 182 | 201 | 220 | 238 |
| 44  | 14 | 32 | 51 | 70 | 89 | 107 | 126 | 145 | 164 | 182 | 201 | 220 | 239 |
| 45  | 14 | 33 | 52 | 70 | 89 | 108 | 127 | 145 | 164 | 183 | 202 | 220 | 239 |
| 46  | 14 | 33 | 52 | 71 | 89 | 108 | 127 | 146 | 164 | 183 | 202 | 221 | 239 |
| 47  | 15 | 33 | 52 | 71 | 90 | 108 | 127 | 146 | 165 | 183 | 202 | 221 | 240 |
| 48  | 15 | 34 | 52 | 71 | 90 | 109 | 127 | 146 | 165 | 184 | 202 | 221 | 240 |
| 49  | 15 | 34 | 53 | 72 | 90 | 109 | 128 | 147 | 165 | 184 | 203 | 222 | 240 |
| 50  | 16 | 34 | 53 | 72 | 91 | 109 | 128 | 147 | 166 | 184 | 203 | 222 | 241 |
| 51  | 16 | 35 | 53 | 72 | 91 | 110 | 128 | 147 | 166 | 185 | 203 | 222 | 241 |
| 52  | 16 | 35 | 54 | 72 | 91 | 110 | 129 | 147 | 166 | 185 | 204 | 222 | 241 |
| 53  | 17 | 35 | 54 | 73 | 92 | 110 | 129 | 148 | 167 | 185 | 204 | 223 | 242 |
| 54  | 17 | 36 | 54 | 73 | 92 | 111 | 129 | 148 | 167 | 186 | 204 | 223 | 242 |
| 55  | 17 | 36 | 55 | 73 | 92 | 111 | 130 | 148 | 167 | 186 | 205 | 223 | 242 |
| Min | 0' | 1' | 2' | 3' | 4' | 5'  | 6'  | 7'  | 8'  | 9'  | 10' | 11' | 12' |
| 56  | 17 | 36 | 55 | 74 | 92 | 111 | 130 | 149 | 167 | 186 | 205 | 224 | 242 |
| 57  | 18 | 37 | 55 | 74 | 93 | 112 | 130 | 149 | 168 | 187 | 205 | 224 | 243 |
| 58  | 18 | 37 | 56 | 74 | 93 | 112 | 131 | 149 | 168 | 187 | 206 | 224 | 243 |
| 59  | 18 | 37 | 56 | 75 | 93 | 112 | 131 | 150 | 168 | 197 | 206 | 225 | 243 |

In using this table, first find the column showing number of hours overtime then run down left hand column until number of

minutes is reached and the figure in the hour column shows the equivalent mileage. Thus 5 hours and 12 minutes overtime is equal to 97 miles at mileage rates.

## **Duration of Agreement**

The revised provisions of this agreement supersede all rates, rules and regulations in conflict therewith. The revised agreement shall continue in effect until December 31, 2001 and thereafter, subject to three months' notice from either party of its desire to cancel or revise it, which notice may be served at any time after September 30, 2001.

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

For the Union:

Phil Koning

General Chairman

For the Company:

K.J. Wallace

President



## **SUPPLEMENTAL AGREEMENTS**

- 1. Employee Benefit Plan**
- 2. ESB Agreement**
- 3. Yard Co-ordinator Agreement**
- 4. EFAP Agreement**
- 5. Conductor Only Agreement**  
**(including Questions and Answers)**
- 6. North Bay Yard By Pass Material Change Agreement**



**EMPLOYEE BENEFIT PLAN  
SUPPLEMENTAL AGREEMENT**

**BETWEEN**

**ONTARIO NORTHLAND  
TRANSPORTATION COMMISSION**

**AND**

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

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

1. An eligible employee shall be entitled to:
  - (a) Life Insurance coverage in the amount of \$37,000. with double indemnity provision for accidental death, details of which are contained in Appendix "A".
  - (b) Weekly Indemnity Benefits up to 26 weeks from wage loss on account of sickness or nonoccupational accident of 70% of base pay up to a maximum of \$500. per week, (Effective January 1, 2001 maximum of \$520.) details of which are contained in Appendix "B".
  - (c) Medicare Allowances, details of which are contained in Appendix "C".
  - (d) Maternity Leave Benefits or Adoption Leave Benefits up to 17 weeks based on 70% of weekly base pay with no maximum, details of which are contained in Appendix "D".
  - (e) Extended Health Care Benefits, details of which are contained in Appendix "E".
  - (f) Dental Care Benefits, details of which are contained in Appendix "F".
  - (g) Long Term Disability Protection Plan, details of which are contained in Appendix "G".
  - (h) Vision Care Benefits, details of which are contained in Appendix "H".
2. Eligibility qualifications and pay direct provisions shall be as outlined in Appendix "I".
3. An Administrative Committee will be established to act as a Committee of Appeal in cases where an employee may feel that he has been unjustly dealt with in respect of weekly indemnity payments. This will not be construed to deny an employee any rights of appeal which he may have under his respective Collective Agreement.
4. (a) The Administrative Committee shall be comprised of three members from the Company and three members to be nominated by the General Chairpersons' Association and will hold office until successors are named.
  - (b) Should a vacancy, temporary or otherwise, occur on the Committee it shall be filled by a substitute appointed by the appointor

of the original member.

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

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

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

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

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

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

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

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

**8.** The provisions of this agreement shall become effective on January 6, 2000.

**9.** This Supplemental Agreement supersedes the Supplemental Agreement signed at North Bay, Ontario on the 26th day of March, 1992 and will remain in effect until December 31, 2001 and thereafter

subject to four months notice by either party of their desire to revise or terminate it, which may be served at any time subsequent to August 31, 2001.

Signed at North Bay this 6th day of January 2000.  
For the Company: For the Union:

---

R. S. Hutton  
Acting President

---

S. R. O'Donnell  
Local Chairman  
Brotherhood of Locomotive Eng.

---

P. G. Koning  
General Chairperson  
United Transportation Union

---

R. E. Marleau  
Assistant Division Vice-President  
Transportation Communication  
Union/Steelworkers Local 1826

---

G. M. Louttit  
Local Chairman  
International Brotherhood of  
Electrical Workers

---

B. E. Stevens  
President  
National Automobile, Aerospace,  
Transportation and General

Workers Union of Canada

(CAW - Canada) Local 103

---

K. S. Caverly  
Unit Chairperson  
National Automobile, Aerospace,  
Transportation and General  
Union of Canada  
(CAW - Canada) Local 103

Workers

---

D. G. Graham  
President  
Ontario Northland Employees  
Independent Union

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R. M. Paulin  
Local Chairman  
Brotherhood of Maintenance of

Way Employees

## **APPENDIX "A"**

### **LIFE INSURANCE BENEFITS**

1. Effective January 6, 2000 each eligible employee will be covered in a group policy with life insurance in the amount of \$37,000. with a double indemnity provision on a 24 hour basis for accidental death.

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

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

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

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

#### **3. Beneficiary**

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

#### **4. Disability Benefits**

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

#### **5. Assignment**

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

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

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

### **APPENDIX "B"**

#### **WEEKLY INDEMNITY BENEFITS**

1. (a) Effective January 1, 2000 for claims which originate on or after that date, an eligible employee will be entitled to weekly indemnity benefits of 70% of his/her weekly base pay to a maximum of \$500. per week. This new weekly maximum rate will also be applicable on January 1, 2000 on any claims which were established during the year 1999 and continued in force after January 1, 2000.

Effective January 1, 2001, for claims which originate on or after that date, an eligible employee will be entitled to weekly indemnity benefits of 70% of his/her weekly base pay to a maximum of \$520. per week. Claims which originated in 2000 which continue on into 2001 will be subject to this increase as well.

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

benefits exceed 95% of the employee's weekly earnings.

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

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

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

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

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

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

Benefits will not be payable:

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

- (b) for any period during which the employee is receiving benefits under Provincial Workers' Compensation legislation, unless compensation is payable in respect of a previously incurred partial disability which permits continuation of his/her employment;
- (c) for any accident or sickness for which an employee is receiving benefits under Provincial Workers' Compensation legislation,
- (d) for any period during which an employee is entitled to sickness or disability benefits from the Employment Insurance Program in accordance with Section 1(c) of this Appendix "B"; (see Note 1);
- (e) In respect of an accident which occurs while the employee is performing any work for wages or profit other than on behalf of the company;
- (f) if the employee is drawing vacation pay or pay for general holidays or is on strike; (see Note 2);
- (g) for intentionally self-inflicted injury, or injury resulting from war, insurrection or participation in a riot;
- (h) for absence from work due to pregnancy leave;
- (i) for any period during which an employee is engaged in any occupation for wages or profit;
- (j) when an employee is laid off, or on leave of absence (see Note 3). Terms and conditions are more fully described in the governing insurance company policy.

### **Explanation of Notes**

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

## **APPENDIX "C"**

### **MEDICARE ALLOWANCES**

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

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

(b) Eligible employees resident in the Province of Ontario

Monthly allowances as follows:

|                              |         |
|------------------------------|---------|
| Employees with no dependants | \$22.50 |
|------------------------------|---------|

|                           |         |
|---------------------------|---------|
| Employees with dependants | \$45.00 |
|---------------------------|---------|

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

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

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

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

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

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

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

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

**Note:**

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

**APPENDIX "D"**

**PAID MATERNITY LEAVE PLAN**

1. Effective on the first day of the month following the signing of this agreement, a paid Maternity Leave Plan will be established for claims which originate on or after that date. The plan will provide maternity leave benefits in the event of childbirth or the adoption of a child less than one year old of an amount that, when added to Employment Insurance Maternity Benefits, will result in the employee receiving 70% of her weekly base pay with no maximum amount for those weeks during which she receives Employment Insurance Maternity Benefits, i.e., for a maximum of 15 weeks.

2. The provisions of the paid Maternity Leave Plan are subject to the approval of Human Resources Development Canada.

3. Employees have no vested right to payments except to payments as outlined in Clause 1 above.

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

**APPENDIX "E"**

**EXTENDED HEALTH CARE BENEFITS**

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

**(a) Hospital Benefit**

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

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

**(b) Drug Benefit**

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

Effective October 1, 1996 a generic drug plan will be established.

Brand name drugs will be accepted when:

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

**(c) Major Medical Benefit**

- The Major Medical Benefit portion of the plan is subject to a deductible of \$25.00 per family, per calendar year.
- This benefit is subject to a lifetime maximum amount of \$40,000. per individual.
- The Major Medical expenses are subject to 80% reimbursement for the following covered expenses:
- Services of a licensed physiotherapist
  - Services of a registered nurse
  - Charges for home nursing care, by a registered nurse (R.N.) or when unavailable a registered nursing assistant (R.N.A.) who:
    - is not a member of your family; and
    - does not normally live in your home;
    - when ordered by a licensed doctor (M.D.) as medically necessary for a disability that requires the specialized training of an R.N. or R.N.A.
  - Diagnostic and x-ray services, blood and blood plasma, oxygen and rental of equipment for its administration
  - Purchase of durable medical equipment, crutches, artificial limbs, etc., including elastic support stockings and orthopaedic shoes
  - Rental or purchase of a wheelchair, hospital bed or iron lung
  - Licensed ambulance, including air ambulance to and from

- the nearest hospital
- Dental treatment for accidental injury to natural teeth

### **Expenses Not Covered:**

No payment is made for the following expenses:

- Cost of the difference between a semi-private and a private hospital room
- Convalescent or nursing home care
- Cost of treatment by chiropractors, osteopaths, podiatrists, speech therapists and psychologists
- Hearing aid expenses
- Drugs which can be purchased without prescription (with certain exceptions). For example: patent medicines, vitamins, health foods, cough and cold preparations, aspirin and similar products are ineligible.

### **General Exclusions**

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

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

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

### **Co-ordination of Benefits**

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

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

### **APPENDIX "F"**

## **DENTAL CARE BENEFITS**

The Dental Care Plan provides for coverage of 100% of the expenses for routine dental care and 50% of expenses for major dental care subject to a calendar year deductible of \$35.00 per person, but not more than \$35.00 per family to a maximum annual benefit of \$1,200. per person. Eligible employees and their dependants will be covered for expenses as follows:

### **Routine Care**

Charges up to the maximum benefit for:

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

### **Dentures, Crowns and Bridge Work**

Charges up to the benefit maximum for:

- provision of crowns, inlays and onlays
- provision of an initial prosthodontic appliance (e.g. fixed bridge restoration, removable partial or complete dentures)
- replacement of an existing prosthodontic appliance if:

- (a) it is over five years old and cannot be repaired;
- (b) it is a temporary one installed after the employee first became covered by the plan (in this instance the replacement is considered a permanent one);
- (c) it is required due to the installation of an initial opposing denture after the date the employee became covered by the plan;
- (d) it is required as a result of accidental injury after the employee became covered by the plan;
- (e) the extraction of additional teeth, after coverage has begun, requires a new appliance. If the existing appliance can be made serviceable, only the expense for the portion required to replace the teeth extracted is covered.

- Relines, rebases and repairs to existing dentures
- Procedures involving the use of gold, only if such treatment could not have been carried out with the use of a reasonable substitute consistent with generally accepted dental practice. Where the use of gold is optional, the covered expense will be that of the customary substitute.

### **Other Dental Practitioners**

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

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

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

Effective January 1, 2000 the 1999 suggested Fee Guide for Ontario Dental Association

### **Alternative Services**

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

### **Predetermination of Benefits**

If charges for a planned course of treatment by a licensed practitioner

would exceed \$300., proposed details and x-rays should be submitted to Maritime Life for approval. Failure to do so may result in payment of a lesser benefit amount because of the difficulty in determining the need for such treatment after it has been provided. Dental x-rays will be promptly returned to the dentist.

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

### **Limitations**

No amount will be paid for charges for:

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

## **APPENDIX "G"**

### **LONG TERM DISABILITY PROTECTION PLAN**

#### **1. Employee Eligibility:**

a) Must be a current active employee with permanent status and a minimum of two (2) years of continuous employment relationship.

b) For employees hired following the ratification of this agreement, the following service requirements shall apply:

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

## 2. Requirements:

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

### Benefit Provision:

- a) The plan will provide that an eligible employee is insured for benefits equivalent to 70% of his/her normal weekly earnings.
- b) Payments from the LTD Plan will be offset by any amount of income the employee receives due to his/her disability. This would include but would not be limited to payments received from the Company pension plan, Q/CPP and Workplace Safety and Insurance benefits.
- c) Any retroactive adjustments from a wage loss replacement plan will result in the top up under the LTD plan being adjusted to reflect the overpayment. (For example, a six month retroactive payment in CPP disability benefits would result in an overpayment of the LTD top up which would then be either collected or the LTD top up would be reduced until the overpayment is recovered.)
- d) Employees eligible for LTD will have their Extended Health Care, Vision, Dental and Life Insurance employment benefits for which they were entitled immediately prior to the commencement of the LTD continued for as long as they qualify for LTD payments.
- e) Employees in receipt of LTD benefits may be required to undergo periodic medical examinations to verify that the employee's entitlement to receive, or to continue to receive, any long term disability benefits payable under this plan.

### Rehabilitation:

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

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

### Payment:

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

### Expenses:

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

### Limitations:

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

### Exclusions:

LTD benefits will not be payable:

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

### Termination:

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

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

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

## **APPENDIX "H"**

### **VISION CARE BENEFITS**

Effective January 1, 2000, the Vision Care Plan provides for reimbursement of up to 100% to a maximum of \$210. payable in any 24 month period, or in any 12 month period for dependants age 18 or under. The \$25.00 annual deductible does not apply to the Vision Care Plan.

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

Services of an ophthalmologist or licensed optometrist to a maximum amount payable in any two consecutive contract years will be \$25.00 per person.

## **APPENDIX "I"**

### **ELIGIBILITY QUALIFICATION AND PAY DIRECT**

#### **PROVISIONS**

#### **LIFE INSURANCE**

##### **New Employees:**

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

##### **Monthly Qualification for Coverage:**

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

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

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

##### **Waiver of Premium:**

- (i) An employee's basic coverage for life insurance, extended health, vision care, dental and weekly indemnity will be continued while he/she is drawing weekly indemnity benefits or Unemployment Insurance benefits under the provisions specified in Appendix "B" of this Supplemental Agreement for a maximum period of up to 26 weeks for each period of

disability.

- (ii) An employee's basic coverage for life insurance, extended health and dental will be continued while he/she is off work account WCB disability for a maximum period of up to 52 weeks for each period of disability.

### **Dependent Eligibility**

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

Dependants becomes eligible for insurance when the employee become eligible or, if acquired later, upon becoming a dependent.

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

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

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

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

Child means:

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

### **Effective Date of Insurance**

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

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

Insurance, or any increase in insurance, for a dependent (other than a new born child who becomes insured within 31 days of becoming

eligible), who is confined in a hospital because of illness or injury on the date such insurance would otherwise become effective, will not become effective until the date such dependent is no longer so confined.

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

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

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

- (i) resignation or dismissal, the date on which the employment relationship terminates;
  - (ii) Retiring and retired employees - The end of the month in which the retired employee reaches age 65 or, in the case of an employee retiring after age 65 pursuant to the pension regulations, the end of the month in which retirement takes place (within 6 months of turning 65).
  - (iii) leave of absence, lay-off, (except as provided below), and death, the last day of the month in which such leave of absence, lay-off or death occurs;
  - (iv) strike, the last day worked.
- (b) (i) In cases of leave of absence for disability (and the employee is in receipt of Weekly Indemnity Benefits, Unemployment Insurance Sickness/Maternity Benefits or Workers' Compensation Benefits), coverage will be maintained at no cost to the employee for a period of six months from the end of the month in which the disability occurs. If disability continues past this period, employees may maintain coverage for a further six months by submitting the required payment directly to their employer.
- (ii) In cases of lay-off and leave of absence in circumstances other than those in (i) above, employees may maintain coverage for a period of 12 months following the date of lay-off or the granting of leave of absence, provided direct payment is made to their employer.
- (c) With respect to dependants, the date on which a dependent

ceases to be an eligible dependent.

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

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

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

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

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

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

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

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

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



**EMPLOYMENT SECURITY**

**and**

**INCOME MAINTENANCE AGREEMENT**

**for**

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

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THIS AGREEMENT IS:

between

**ONTARIO NORTHLAND TRANSPORTATION  
COMMISSION**

called "the Company"

of the One Part

and

**ASSOCIATED RAILWAY UNIONS**  
of the Other Part

**Preamble**

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

## **ARTICLE 1**

### **Definitions**

**A.** "Employment Security" means that an employee who has completed 8 years of Cumulative Compensated Service with the Company will have Employment Security as provided in Article 7.

**B.** "Preferred Employment Security" means that an employee who has 7 years of service with the company will have preferred Employment Security as provided in Article 7A.

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

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

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

**F.** "Seniority District/Territory" means that Seniority District/Territory as defined in Collective Agreement # 12.

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

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

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

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

(iii) For an employee who renders compensated working service in any calendar year, time off duty, account bona fide illness, injury, authorized maternity leave, to attend committee meetings, called to

court as a witness or for uncompensated jury duty, not exceeding a total of 100 days in any computation of Cumulative Compensated Service.

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

J. "Master Agreement" means the Master Agreement signed between the Company and the Associated Railway Unions on the 6th day of January, 2000.

## **Article 1.1 General Provisions**

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

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

## **ARTICLE 2 Grievance Procedure and Final Disposition of Disputes**

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

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

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

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

## **ARTICLE 3**

### **Administration of the Plan**

**3.1** Subject to the provisions of The Plan, the Union Representatives and the Company shall have full and unrestricted power and authority and exclusive jurisdiction to deal with and adjudicate upon all matters relative to The Plan, which does not add to, subtract from, or modify any of the terms of The Plan or of the collective agreement. They shall not have any power to deal with and adjudicate upon any benefits not specifically provided for in The Plan nor in any subsequent plan reached between the Company and any Union.

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

(i) special case(s) involving extenuating circumstances

(ii) special case(s) of temporary layoffs of not more than 16 weeks lending themselves to an orderly implementation of layoff procedures based on the principle of inverse seniority. Where it is agreed that such special case(s) exists, this principle is to be applied at the work location where the layoffs are occurring, and on an optional bases, after all employees with less than two years service have been laid off.

(iii) special case(s) of permanent staff reductions lending themselves to special offers of optional early retirement separation allowances to employees eligible, or within one year of eligibility, to retire under Company pension rules so as to prevent the otherwise unavoidable relocation and permanent separation of employees with two or more years' service. The separation allowance to apply in each such special case of optional early retirement is to be a lump sum payment calculated on the basis of the following formula:

| <u>Years of Cumulative<br/>Compensated Service</u> | <u>Number of Weeks Salary<br/>Credited for Each Year<br/>of Service Remaining<br/>to Normal Retirement</u> |
|--|--|
| 35 or more   | 4.0  |
| 34   | 3.9  |
| 33   | 3.8  |
| 32   | 3.7  |
| 31   | 3.6  |

|            |     |
|------------|-----|
| 30         | 3.5 |
| 29         | 3.4 |
| 28         | 3.3 |
| 27         | 3.2 |
| 26         | 3.1 |
| 25 or less | 3.0 |

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

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

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

(i) approval of such special case(s) shall not involve increasing the existing benefit levels in The Plan.

(ii) approval of such special case(s) shall not be incompatible with the terms of The Plan.

(iii) approval of such special case(s) referred to in Article 3.2 (a)(i) and (ii) above shall not involve costs higher than 90% of the costs which would otherwise have been incurred as a result of the standard application of The Plan.

(iv) approval of any special case(s) under Article 3.2(a)(ii) shall be contingent upon notification by Human Resources Development Canada that employees who avail themselves of such an inverse seniority layoff procedure will not be disqualified nor disentitled from employment insurance benefits for so doing.

(v) approval of such special case(s) shall not involve the modification of any Company plan or agreement dealing with such matters as pensions, health and welfare, etc.

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

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

**3.3** The Unions and the Company shall have the power to admit to coverage under The Plan any applicant bargaining unit that has a collective agreement with the company subject to such conditions as may be determined from time to time by the parties. Unless otherwise

agreed between the Company and the Union making application for admission, any admitted group can only be admitted under the same terms and conditions as apply to other employees in The Plan.

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

**ARTICLE 4**  
**Weekly Layoff Benefits and Severance Payments**  
**Benefits Accumulation - Layoff Payments**

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

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

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

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

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

Maximum Period for Which

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

**4.3** An employee who, at the beginning of the calendar year, has completed 12 years of Cumulative Compensated Service and subsequently receives weekly benefits due to layoff, in accordance with the provisions of Article 4 of The Plan, shall, upon return to service after termination of layoff, be credited with the accumulated layoff benefit weeks he had to his/her credit at the time of layoff.

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

(i) He/she has two years of more of continuous employment relationship at the beginning of the calendar year in which the period of continuous layoff in which the claim week occurs began, (calendar year shall be deemed to run from January 1st to December 31st);

(ii) For weekly layoff benefit payment, a continuous waiting period of seven days in the period of layoff has expired. Each period of layoff will require a new seven-day waiting period in order to establish eligibility for weekly layoff benefits, except that once an employee has been on layoff for more than seven days, and is recalled to work for a period of less than ninety calendar days, such employee will immediately become eligible for weekly layoff benefits upon layoff within such ninety days.

(iii) He/she has made application for benefits in the prescribed form and in accordance with the procedures prescribed by the Committee;

(iv) He/she has exercised full seniority rights on his/her basic Seniority Territory as provided for in the relevant collective agreement, except as otherwise expressly provided in Clause (d), paragraphs (ii) and (iii) of this Article 4.4.

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

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

year.

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

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

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

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

(iv) In respect of any period in which he/she is receiving other payments of any kind or nature directly from the Company, except as otherwise expressly provided in Article 4.6.

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

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

## **Claim Procedure**

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

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

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

(ii) During any week following the seven-day waiting period referred to in Article 4.4, in which an Eligible Employee is not eligible for unemployment insurance benefits account eligibility for such benefits having been exhausted or account such employee not being insured for unemployment insurance benefits, nor account unemployment insurance waiting period, such employee may claim a weekly layoff benefit for each complete week of seven calendar days laid off of the maximum unemployment insurance weekly benefit currently in force (for 1992 the maximum unemployment insurance weekly benefit is \$426.) or such lesser amount which, when added to the employee's outside earnings for such week, will result in the employee receiving 80 percent of his/her Basic Weekly Rate at time of layoff.

(iii) Weekly layoff benefits provided for under Article 4.5 shall cease when benefit accumulation as specified in Article 4.1.

(b) Employees with TWENTY OR MORE YEARS' of cumulative Compensated Service:

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

(ii) During any week following the seven day waiting period referred to in Article 4.4, in which an Eligible Employee is not eligible for

unemployment insurance benefits account eligibility for such benefits having been exhausted or account such employee not being insured for unemployment insurance benefits, or account unemployment insurance waiting period, such employee may claim a weekly layoff benefit for each complete week of seven calendar days laid off of an amount which when added to the employee's outside earnings for such week, will result in the employee receiving 80 percent of his/ her Basic Weekly Rate at time of layoff.

(c) It shall be the responsibility of the employee to report for each week for which he/she is claiming a weekly layoff benefit under The Plan, any amounts received from the Canada Employment and Immigration Commission in respect of such week, as well as any wages earned during such week while employed outside the Company. In the event an employee does not report all such outside earnings for any particular week, this will be interpreted as notice from him/her that his/her outside earnings for such week are the same as those for the previous week.

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

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

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

(b) Temporary recall for less than five working days

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

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

**4.7** Assume that an employee with a rate of \$15.00 per hour (\$120. per day, \$600. per week) is laid off Friday, February 8, 1992 (last day worked February 7th) and recalled to work Wednesday, March 17,

1992. This is 41 days, or 5 weeks and 6 days.

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

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

Plan Claim Week 1

Nil (waiting period)

Plan Claim Week 2

(i) employee with less than 20 years of service - unemployment insurance maximum - \$426. (from The Plan).

(ii) employee with 20 or more years of service - (80% x \$600. = \$480.) from The Plan

Plan Claim Weeks 3, 4 and 5

80% of Basic Weekly Rate at the time of layoff - (80% x \$600.) - \$480. (\$426. unemployment insurance and \$54. from The Plan).

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

For unemployment insurance purposes, employee works 2 days, (March 14 and 15 - both of which days fall in one unemployment insurance claim week) - Earnings **\$240.**

Deduct unemployment insurance allowable earnings 25% of employee's unemployment insurance entitlement of \$426.

**\$106.**

Net earnings for unemployment insurance purposes **\$134.**

Unemployment insurance entitlement during last plan claim week (\$426. - \$134.) **\$292.**

In order to make up the 80% of the Basic Weekly Rate during the last plan claim week - i.e., \$480., the employee would receive:

One day's wages for Thursday, March 14, the last day of the plan claim week **\$120.**

Unemployment insurance entitlement **\$292.**

From The Plan **\$ 68.**

TOTAL **\$480.**

**Severance Payment**

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

(i) For each of the first ten years - one week's basic weekly pay

(ii) For each of the eleventh and subsequent years - two week's basic

weekly pay

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

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

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

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

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

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

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

**4.10** Any agreement reached between parties will not be valid in respect of benefits under The Plan unless approved by the Canada Employment and Immigration Commission on the unemployment insurance payments by reason of supplemental unemployment benefits. Notwithstanding anything contained in The Plan, no Eligible

Employee will receive for any week, a layoff payment under The Plan in excess of that which can be allowed the employee without any reduction in his/her unemployment insurance payment.

**4.11** An employee who is on layoff on the effective date of The Plan and not receiving weekly layoff benefits, but who now qualifies for benefit payments in accordance with the terms of The Plan, shall be entitled to claim weekly layoff benefit payments for the period of layoff subsequent to the date such claim is received by the designated Company officer provided such claim is submitted within sixty calendar days of the effective date prior to the date claim is received by the designated Company officer shall be applied to the waiting period defined in Article 4.4(a)(ii). Such employee who fails to file a claim within sixty calendar days of the effective date of The Plan will forfeit his/her right to any benefit payments unless subsequently returned to work and again laid off.

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

## **ARTICLE 5**

### **Training of Employees**

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

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

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

Company because of lack of qualifications, or,

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

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

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

(a) at training classes conducted by qualified Company personnel

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

The type of training for which an employee may apply must:

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

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

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

**5.4** An employee covered by the provisions of Article 5.2 will receive 80 percent of the Basic Weekly Rate of his/her last job classification during his/her period of training. In addition, he/she will be provided for the training period with books, equipment, tools and allowed other necessary supplementary expenses associated with the training program.

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

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

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

be borne by the Company.

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

**ARTICLE 6**  
**Relocation Expenses**  
**Eligibility**

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

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

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

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

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

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

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

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

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

**Relocation Benefits**

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

**6.4** An allowance of up to \$650. for incidental expenses actually incurred as a result of relocation.

**6.5** Reasonable transportation expenses from his/her former location

to his/her new location by rail, by bus or employee-owned automobile, and up to \$165. for an employee without dependants and that an additional amount of \$65. will be paid for each dependant for meals and temporary living accommodation. Receipts will be required for rail and bus transportation.

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

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

**6.8** (a) Except as otherwise provided in Article 6.8(c), reimbursement of up to \$9,500. for loss sustained on the sale of a relocating employee's private home which he/she occupied as a year-round residence. Loss sustained is determined as the difference between the value determined at the outset plus any real estate agent fees, legal fees, including those legal fees on purchase of a home at the new location, and any mortgage closure penalties, and the amount established as the selling price in the deed of sale.

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

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

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

(ii) should a change occur involving relocation of Company employees covered by The Plan as well as Company employees covered by other collective agreements, the maximum amount of \$9,500. specified in paragraph (a) of this Article 6.8 shall be adjusted upward to equal the maximum amount paid account loss on sale of home to any employee covered by such other collective agreement.

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

**NOTE:** Notwithstanding other provisions of Article 6.8, special cases of loss on sale of homes may be submitted to the Committee for adjudication, but such special cases will not be subject to arbitration.

**6.9** Payment of the cost of moving a wheeled mobile home which the employee occupies as a year-round residence. The selection of the mover and the cost of moving the mobile home shall require the prior approval of the Company and shall not, in any event, exceed a total cost of \$5,000. Receipts shall be required.

**6.10** If an employee, who is eligible for moving expenses does not wish to move his/her household to his/her new location he/she may opt for a monthly allowance of \$145. which will be payable for a maximum of 12 months from the date of transfer to his/her new location. Should an employee elect to transfer to other locations during such twelve month period following the date of transfer, he/she shall continue to receive the monthly allowance referred to above, but subject to the aforesaid 12-month limitation.

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

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

(b) Where a lease was entered into following the notice of the change without prior approval of the Company, no benefit will be

provided. Such prior approval will not be unreasonably withheld.

### **Appraisal Procedure**

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

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

(b) Within 15 working days from date of receipt of employee's advice of his/her desire to sell his/her home, the Company officer shall arrange a second appraisal of the home. The fair market value shall be the average of the 2 appraisals provided they are not in excess of 10%.

(c) If, however, the average of the appraisals is greater than 10%, then an effort shall be made to resolve the matter through joint conference of the officer and the employee concerned and the appropriate Union representative if so desired by the employee; such joint conference to be held within 5 working days from date of advice to employee concerned as referred to in Article 6.12(c).

(d) If such joint conference does not resolve the matter, then within 5 days from the date of the final joint conference arrangements shall be made for an impartial appraisal to be undertaken as soon as possible by an independent real estate appraiser. The fair market price established by such appraiser shall become the fair market value for the purpose of The Plan, and such price shall be binding on both parties.

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

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

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

(h) The fees and expenses of any appraiser appointed in accordance

with Article 6.12 shall be paid by the Company.

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

Particulars of House to be Sold

Name of Owner .....

Address .....

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

Year Built .....

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

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

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

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

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

Size of lot.....

Fair Market Value: \$ .....

Other Comments .....

.....  
Date.....

Signature .....

## **ARTICLE 7**

### **Employment Security**

**7.1** Subject to the provisions of this Article, and in the application of Article 8.1 of The Plan, an employee will have Employment Security when he/she has completed 8 years of Cumulative Compensated Service with the Company. New employees hired subsequent to July 17, 1994 will not become entitled to the provisions of this Article 7.

**7.2** An employee who has Employment Security under the provisions of this Article will not be subjected to layoff as the result of a change issued pursuant to Article 8.1 of The Plan.

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

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

- (a) fill an unfilled permanent vacancy within the jurisdiction of another seniority group and the same collective agreement;
- (b) there being none, fill an unfilled permanent vacancy within the jurisdiction of another seniority group with another collective agreement and the same Union;
- (c) there being none, fill an unfilled permanent vacancy within the jurisdiction of another seniority group and another signatory union; and
- (d) there being none, fill an unfilled permanent vacancy in a position which is not covered by a collective agreement.

**NOTE:** In the application of Article 7.4(d) and notwithstanding the provisions of any collective agreement to the contrary, an employee who has Employment Security while employed on a position which is not covered by a collective agreement will remain, and continue to

accumulate seniority, on the list from which transferred.

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

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

## **ARTICLE 7A**

### **Preferred Employment Security**

**7A.1** An employee who was in the service on June 17, 1996 and who has, or subsequently attains 7 years' service shall be defined as having "Preferred Employment Security".

**7A.2** Such employee, who is displaced or has his/her job abolished, shall exercise his/her seniority as presently provided in his/her collective agreement, up to and including his/her basic seniority territory if necessary, in order to retain his/her Employment Security.

**7A.3** If still unable to hold a position, then in order to retain Employment Security he/she shall (subject to qualifications);

(i) fill an unfilled vacancy within the jurisdiction of another seniority group of the same union covered by the same collective agreement;

(ii) there being none, fill an unfilled permanent vacancy within the jurisdiction of another seniority group and another signatory union;

(iii) there being none, fill an unfilled permanent vacancy within the jurisdiction of another seniority group and a non-signatory union or in a position which is not covered by a collective agreement.

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

(iv) there being none, unless eligible for job protection under Article 7, be placed in a "waiting" status until such time as a vacancy occurs within his/her classification on the seniority territory, or as per Clauses (i), (ii) and (iii) above. During this period the employee's U.I. benefits (subject to U.I. approval) and/or outside earnings, will be supplemented to a level equal to 80 percent of his/her weekly base pay

continuing until such time as a position is found for the employee in accordance with the foregoing.

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

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

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

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

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

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

## **ARTICLE 8**

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

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

**8.2** When a notice is issued under Article 8.1 and it becomes known to the Company that the change will be delayed for reasons over which

the Company has no control, advice will be issued to the Local Chairperson, or such other officer as may be named by the Union concerned, and employees involved, explaining the situation and revising the implementation dates. If necessary, more than one such advice may be issued.

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

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

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

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

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

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

## Maintenance of Basic Rates

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

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

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

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

(i) the dollar value of the incumbent above the prevailing job rate has been maintained for a period of three years, and thereafter until subsequent general wage increases applied on the basic rate of the position he/she is holding erase the incumbent differential; or

(ii) the employee fails to apply for a position, the basic rate of which is higher, by an amount of \$2.00 per week or more than the basic rate of the position which he/she is presently holding and for which he/she is qualified at the location where he/she is employed; or

(iii) the employee's services are terminated by discharge, resignation, death or retirement.

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

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

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

Jan.1, Yr.8(3%) 558.82 Incumbency

Disappears

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

### **Example-Four-Week Guarantee**

The basic rate of an employee who is guaranteed 179.3 hours for each four-week period, compromised of 160 straight time hours and 19.3 hours at time and one-half which is the equivalent of 189 straight time hours, is \$10.00 per hour at the straight time rate. In as much as his/her guarantee represents \$1,890. per four-week period, his/her Basic Weekly Rate shall be considered as \$472.50 and his/her basic hourly rate shall be considered as \$11.81.

### **Example-Standby Earnings**

The basic rate of an employee who receives a 25-hour straight time standby allowance for each four-week period (which is equivalent to 46.25 hours per week) is \$10.00 per hour at the straight time rate. Such employee's Basic Weekly Rate shall be considered as 426,50 and his/her basic hourly rate shall be considered as \$11.563.

## **ARTICLE 9**

### **Government Assistance Program**

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

## **ARTICLE 10**

### **Seasonal Employees**

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

working period, the even or thirty-day waiting period, as the case may be, will begin on the commencement date of the recognized seasonal working period. Seasonal employees and recognized seasonal working period shall be defined in Memoranda of Agreement signed between the Company and the affected Organizations signatory thereto.

## **ARTICLE 11**

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

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

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

## **ARTICLE 12**

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

**12.1** The provisions of The Plan are intended to assist employees affected by any technological change and Sections 52, 53 and 54, Part 1, of the Canada Labour Code do not apply.

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

## **ARTICLE 13**

### **Amendment**

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

## **ARTICLE 14**

### **Commencement**

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

## ARTICLE 15

### Duration

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

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

IN WITNESS WHEREOF the parties hereto have caused The Plan to be executed this 6th day of January, 2000 at North Bay, Ontario.

For the Company:

For the Union:

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R. S. Hutton  
Acting President  
Vice-President Transportation  
Steelworkers Local 1826

---

R. E. Marleau  
Assistant Division  
Communication Union/

---

G. M. Louttit  
Local Chairman  
International Brotherhood  
of Electrical Workers

---

B. E. Stevens  
President  
National Automobile, Aerospace,  
Transportation and General

Workers Union of Canada

Local 4040

(CAW - Canada) Local 103 for

---

K. S. Caverly  
Unit Chairperson

Workers Union of Canada

National Automobile, Aerospace,  
Transportation and General

(CAW - Canada) Local 103

---

D. G. Graham  
President  
Ontario Northland Employees  
Independent Union

---

R. M. Paulin  
Local Chairman  
Brotherhood of Maintenance

of Way Employees

## APPENDIX "A"

| Oragnization   |            | Classification   |
|--|------------|--|
| <b>B.M.W.E.</b><br>Brotherhood of<br>Mtce of Way<br>Employees  | <b>7.1</b> | All BMWWE employees in Track and B & B<br>Departments  |
|  | <b>7.2</b> | Work Equipment and Welding Employees<br>Extra Gang Labourers   |
| <b>I.B.E.W.</b><br>International Bro. of<br>Electrical Workers   | <b>6</b>   | Signal Foreman<br>Signal Technician<br>Asst. Signal Tech.<br>Signal Maintainer<br>Signal Assistant<br>Signal Apprentice<br>Signal Helper |
| <b>C.A.W.</b><br>National<br>Automobile,<br>Aerospace,<br>Transportation and<br>General Workers<br>Union of Canada | <b>4</b>   | Clerks and Other Classes of Employees<br>including Stores Dept. (except office)  |
|  | <b>5</b>   | Train Service Employees, Passenger<br>Operations Dept.   |
| <b>O.N.E.I.U.</b><br>Ontario Northland<br>Employees<br>Independent Union   | <b>1</b>   | Office Clerks  |
| <b>U.S.W.A.</b><br>United<br>Steelworkers of<br>America  | <b>2</b>   | Train Operations-Agents, Operators<br>Dispatchers  |
|  | <b>3</b>   | Telecommunications Employees   |

## **Memorandum of Agreement Between Ontario Northland Railway and United Transportation Union (T)**

It is agreed that trainmen and yardmen so desiring may apply to take training for promotion to locomotive engineer subject to the following conditions:

1. To be eligible for selection, an applicant must:  
Have at least two years of cumulative service in train service.
- 2.(a) Bulletins calling for applications for selection as trainees will be posted at all terminals for five days and will indicate the territory on which successful candidates will be required to work when qualified.  
(b) The company shall attach to each bulletin requesting applications for trainees a copy of this agreement. Candidates selected will be provided with full information concerning the training plan and work requirements.
3. Selection of candidates for training shall be the responsibility of the Company. Where qualifications are relatively equal applicants will be selected on the basis of seniority and location. An applicant not selected will be advised the reason therefor in writing should he so request.
4. Candidates selected shall, from the time of notification of selection, be required to occupy the position of head end trainman where seniority and working conditions permit. This shall not apply to a trainman when working as a conductor. The intent of this clause 4 is to allow candidates maximum exposure to head end conditions during the period immediately preceding their formal training. This exposure period will be arranged in such a manner that it will commence not sooner than four months prior to the date scheduled for the start of formal training.
5. Candidates selected will not be required to work as a trainman during the period of formal off the job training. Time engaged during such training period shall not interrupt the

candidate's continuous employee relationship.

6. During the period of time that a candidate is assigned to formal off the job training, the following conditions apply:

(a) He will make himself available for training as required and will be paid therefor at an all inclusive rate per calendar week.

(b) He will not be considered as being in a road service classification, and will be subject only to the collective agreement provisions governing vacation, general holidays, health and welfare, bereavement leave and deduction of union dues:

(c) Away from home accommodation will be provided when reasonably required.

(d) He will be allowed \$6.00 per day for meals when meals are not provided.

(e) He will be allowed an additional sum of money equal to 1/7 of all the inclusive rate referred to in clause (a) hereof for each general holiday which falls during the period of time he is assigned to the company's training course.

7. The term "formal off the job training" as used in this Memorandum of Agreement means those occasions designated by management when a candidate is required to undergo classroom type training and/or training on the premises and because of such training the candidate cannot work his regular assignment.

8. Candidates will be considered qualified as locomotive engineers on the successful completion of the company's training course. A candidate may be dropped from the training program at any time during the training period if in the judgement of the company he does not demonstrate the fitness and ability required to serve in the capacity of a locomotive engineer. If a candidate is dropped from the training program by the company, he shall be advised the reason therefor in writing should he so request. A candidate may withdraw from the training program by so advising the company and may return to service as a trainman in accordance with his seniority.

9.(a) A trainman shall retain his seniority standing as such and after being qualified to work as a locomotive engineer, shall be known as an engine service brakeman, designated by the letters ESB which will be shown opposite his name on the seniority lists where his name appears. He shall have the right to work as a trainman in accordance with his seniority when not required to work as an engineer. Engine service brakemen while working as locomotive engineers will continue to accumulate seniority under the agreement with the United Transportation Union and their names will continue to appear on the appropriate seniority lists.

(b) An engine service brakeman who is not working as a locomotive engineer will when working as a brakeman, work on a position as head end brakeman in a crew on a train operated in other than passenger service in preference to working on any other position in the crew. An engine service brakeman will be entitled to a position in a crew according to his seniority but not otherwise. He will firstly perform the duties required of him as a member of the train crew and secondly will assist the locomotive engineer in engine service as required. In order to comply with this provision an engine service brakeman will, to the extent necessary, be entitled to and shall work on the position of head end brakemen. The application of this provision shall not, however, result in a brakeman who is senior to the engine service brakeman being forced out of a crew or a class of service. The basic daily rate applicable to brakemen in the class of service performed will be increased by \$1.38 for engine service brakemen required to man a position as head end brakeman under the terms of this Clause 9(b).

10. After completion of training and certified as qualified to work as an engineer, candidates shall be placed on the Engineers' seniority list in the same order as they appear on the Trainmen's seniority list with a date the same as that of the closing date of the bulletin requesting applications. Trainmen

placed on the Engineers' seniority list pursuant to this clause shall not have any right to work as firemen (helpers) in freight or yard service.

11. Engine service brakemen who do not desire to accept calls for work as a locomotive engineer on a tour of duty basis will so notify their supervisor in writing at the time they become qualified for promotion to locomotive engineer, at each Spring and Fall change of timetable, and at time of demotion from the locomotive engineers' working list. Engine service brakemen who do not advise their supervisor in accordance with the previous sentence will, when available for service, be called as required in seniority order to protect work as locomotive engineers. If there are no such engine service brakemen available when service as a locomotive engineer is required, the junior available engine service brakeman who has advised his supervisor in accordance with the first sentence of this Item II will be called and must accept such service. In the event that an engine service brakeman fails to respond to a call on a tour of duty basis, he will not be considered as available for service as engineman until such time as the employee accepting the call has returned and is released from duty at that terminal. The foregoing penalty provision will not apply when there are no other qualified employees available to protect a position on which the engine service brakeman can be used.

12. When an engine service brakeman who is not working as a locomotive engineer is held back from the position to which he is assigned to protect work as a locomotive engineer on a tour of duty basis, he will, if so held and not used, be paid the earnings of the position to which assigned, unless he is assigned to the spare board when he will be paid 100 miles for each eight hours or part thereof and stand first out on the board. When assigned to the spare board, time held will be computed from the time compensation would have commenced on the tour of duty from which he was held back. Payments made under the provisions of this clause will be

used to make up any guarantee to which a trainman may be entitled.

13. An engine service brakeman will be required to perform service as a locomotive engineer in accordance with the agreement governing that classification, in preference to performing service in classifications covered by the collective agreement with the United Transportation Union. Should an engine service brakeman who has established seniority as a locomotive engineer lose such seniority for any reason he will also forfeit his right to work as an engine service brakeman.

14. An engine service brakeman may relinquish his status as such for justifiable cause only with the prior concurrence of both the proper officer of the company and the General Chairman.

15. Yardmen will be permitted to apply for training in accordance with this Memorandum of Agreement only after interchangeable seniority rights between road service employees and yard service employees are mutually agreed upon and included in the collective agreement governing the services of trainmen and yardmen.

16. Nothing in this agreement shall be construed as giving to the United Transportation Union a contractual right to be the only source of trainees for the position of locomotive engineer. When sufficient applications from trainmen and yardmen are received, preference shall be given such applicants.

17. It is understood that existing firemen/helpers may be used as locomotive engineers in preference to engine service brakemen if the company so desires and that nothing in this Memorandum of Agreement implies an obligation on the company to employ engine service brakemen as locomotive engineers when existing firemen/helpers can be so used.

18. The provisions of this Memorandum of Agreement shall prevail notwithstanding provisions in agreements with the United Transportation Union which may be in conflict with or restrict the full application of the provisions hereof.

19. When a trainman is in training to be a locomotive engineer or when an E.S.B is promoted to the engineers' working list resulting in a vacancy of more than five days it will be bulletined as a permanent position.

At the time of promotion the vacancy will be bulletined temporary in accordance with Article 42 and filled by the senior applicant. After 5 days the job will be bulletined permanent but the senior applicant of the temporary vacancy will be permitted to remain there until the permanent bulletin has closed.

20. An E.S.B. who does not stand for work as an engineer may exercise his seniority in the trainmen's group subject to the requirement to protect engineers' work at certain terminals. An E.S.B. whose job has not been advertised and closed permanently may not declare for a different permanent position unless it was advertised during the period of his promotion.

## **Memorandum of Agreement Between Ontario Northland Railway and United Transportation Union**

It is agreed that:

- 1.** Effective October 1, 1977, the classification of yardmaster, including general yardmaster and relieving yardmaster, will be abolished and references to such classifications will be removed from the collective agreement.
- 2.** Effective October 1, 1977, a new classification of Yard Co-ordinator will be established in the management group. Positions in this classification will be completely excepted from the collective agreement.
- 3.** Employees filling permanent positions of yardmaster on September 1, 1977, will be selected to fill the positions of yard co-ordinator. No similar commitment is made with respect to relieving yardmasters.
- 4.** Future appointments to positions of yard co-ordinator and appointments of relief yard co-ordinators will be made by the company at its discretion from those employees in Rail Services, with consideration being given to disabled employees represented by the United Transportation Union. Seniority will not be a factor in making such appointments.

Signed at North Bay, Ontario this 14th day of May 1996.

For United Transportation  
Union:  
K. L. Marshall  
General Chairperson

For Ontario Northland  
Railway:  
J. L. Thib  
Supt. of TrainOperations

**MEMORANDUM OF AGREEMENT  
BETWEEN ONTARIO NORTHLAND TRANSPORTATION  
COMMISSION AND THE REPRESENTATIVES OF ITS  
EMPLOYEES SIGNATORY HERETO AND COLLECTIVELY  
KNOWN AS THE GENERAL CHAIRPERSON'S  
ASSOCIATION CONCERNING PERSONAL PROBLEMS IN  
THE WORKFORCE, WHICH INCLUDES, ALCOHOL OR  
CHEMICAL DEPENDENCY**

Whereas it is deemed to be in the mutual interest of the parties to co-operate in the establishment and operation of an Employee Family Assistance Program.

And Whereas such a joint program has been developed which they each feel will best serve this purpose.

And Whereas that program relies on the voluntary (rather than mandatory) referral of employees for counselling, which may require assistance being given to individuals by representatives of management and/or the union representing the employee.

The term "employee" or "employees" shall be meant to include all employees, active, retired and disabled. The term "family" means spouse and dependents as defined under the company's benefit package.

It is agreed that:

1. The company will co-operate fully with the Association to implement and carry out the aims and objectives of the Employee Family Assistance Program,. To this end it will:
  - (a) Arrange, at its own expense, to provide training necessary for the successful operation of the Program for: (1) supervisory personnel, (2) General Chairpersons and Local Chairpersons of the various unions, and (3) a joint committee.
  - (b) Communicate the aims, objectives and procedures of the Program.
  - (c) Ensure that supervisory personnel, independently and/or in co-operation with the appropriate union

representative, do everything reasonable to identify employees within their own jurisdictions who may be suffering from any problem(s) to the extent that it may be affecting, or have the potential to affect, their work performance.

(d) Motivate and encourage employees so identified to voluntarily seek assistance to resolve their problems.

(e) Co-operate in the establishment and functioning of an Employee Family Assistance Committee to facilitate the appropriate referral of individuals who so voluntarily seek assistance for their problems.

2. The individual members of the General Chairperson's Association will co-operate fully with the company and its supervisors to implement and carry out the aims and objectives to the Employee Family Assistance Program. To this end they will:

(a) In conjunction with other members of the Association and members of management, nominate and appoint fellow employees to act on a committee to provide confidential assistance to employees who may be suffering from any problem(s).

(b) Independently, and/or in co-operation with the appropriate company supervisor, do everything reasonable to identify employees within their own bargaining unit who may be experiencing such problems to the extent that it may be affecting, or have the potential to affect, their work performance.

(c) Motivate and encourage employees so identified to voluntarily seek the assistance of an Employee Family Assistance Committee Member or other community resource to resolve their problem(s).

3. Notwithstanding the above, nothing in this agreement will serve to deprive:

(a) The employees of their rights under the Collective Agreement and to union representation;

- (b) The union representatives of their right to represent employees, including the processes of the grievance procedure;
- (c) The company and its supervisors of their right to manage the operations and to assess discipline.

Signed at North Bay, Ontario this        day of        1994.

For the Company:

K. J. Wallace  
President

For the Employees:

W. Peterson  
Asst. Div. Vice President  
Transportation Communications

Union (General Office Clerks)

D. M. Kerr  
Canadian Brotherhood of Rlwy.,  
Transport & General Workers

R. Poulin  
Local Chairperson  
Bro. of Mtce of Way Employees

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General Chairperson  
Inter. Bro. of Firemen & Oilers  
A. Mitchell for G.Louttit  
Local Chairperson  
Inter. Brotherhood of Electrical  
Workers (Signalmen)  
S. Ruttan  
Local Chairperson  
Transportation Communications  
International Union, Local 1826  
L. Marshall  
General Chairperson  
United Transportation Union  
S. O'Donnell  
Local Chairperson  
Bro. of Locomotive Engineers

---

President  
O.N.R. Police Association  
Brian Stevens  
President  
Local 103, C.A.W.

G. Besserer  
General Chairperson  
Inter. Assoc. of Machinists  
M. Kerr  
Vice-General Chairperson  
C.A.W. (On-Board Services)  
T. Diggles  
Local Chairperson  
Inter. Bro. of Electrical Workers  
John Lunnin  
Local Chairperson  
United Assoc. of Journeymen,

Etc.

G. Murdoch  
General Chairperson  
Inter. Bro. of Boilermakers, Etc.  
P. Maeck  
Representative  
Sheet Metal Workers' Inter.  
Association  
D. M. Fretz  
A.D.V.P.  
TCU Lodge 1826  
E. St. Hilaire  
MEC Chairman  
CALPA

**MEMORANDUM OF SETTLEMENT REFLECTS  
NEGOTIATIONS BETWEEN THE ONTARIO NORTHLAND  
TRANSPORTATION COMMISSION AND THE UNITED  
TRANSPORTATION UNION IN RESPECT OF THE  
OPERATION OF FREIGHT TRAINS WITH A MODIFIED  
CREW CONSIST OF CONDUCTOR ONLY.**

**CLAUSE 1**

**Protected Freight Employees**

**1.1** For the purposes of this Memorandum of Settlement, the term "Protected Freight Employees" is hereby defined as an employee who has a seniority date as a brakeman on or prior to the signing of this Memorandum of Settlement. A protected freight employee moving from one terminal to another terminal on the seniority territory shall retain protected freight employee status.

**CLAUSE 2**

**Rates of Pay and Allowances**

**2.1** In respect of Trainmen and Yardmen, Paragraphs 99.2 (a), 99.2 (b), 99.2 (c), 99.3 (a) and 99.7 of Article 99 [Rates of Pay - Freight Service - Road Switcher Service - Yard Service - Additional Cars Differential of Agreement 10 are revised in accordance with Clause 4, Clause 9 and Appendix A hereto.

**2.2** Employees hired subsequent to the signing of this agreement will not be entitled to the length of run allowances identified in Appendix A.

**2.3** Setting out or Taking on Cars Enroute in a Conductor Only Operation

(1) When a train, operated with a crew consist of a conductor only in accordance with the rules governing such operation, is required to set out a car or cars (other than bad order car or cars) or take on a car or cars or perform switching in connection with the setting out or taking on of a car or cars, the time so occupied, at each location, will be paid for on a minute basis (each 4.8

minutes to count as one mile) for the trip with a minimum of 12-1/2 miles for the first hour or portion thereof. Times so paid will not be used to make up the basic day nor shall it be used in computing overtime. In calculating the time engaged in performing work, it is understood that the time shall be continuous from the time such work is first started until it is finally completed.

**EXAMPLE (1):** A train, operating with a crew consist of one conductor only in accordance with the rules governing such operation, is required to set out a car or cars at A, a location enroute, and to lift a car or cars at B, another location enroute. The time occupied at A is 20 minutes for which 12-1/2 miles is paid. The time occupied at B is 45 minutes for which 12-1/2 miles is paid.

**EXAMPLE (2):** A train, operating with a crew consist of one conductor only in accordance with the rules governing such operation, is required to set out and/or lift a car or cars at A, a location enroute, as a consequence of which switching is required in order to comply with marshalling instructions. The time occupied at A is 1 hour and 15 minutes for which 16 miles is paid.

- (2) In the application of Article 2.11(a) and (b) of the collective agreement, trains will not be operated with a conductor only consist.

### **CLAUSE 3**

#### **Crew Consist**

**3.1** Notwithstanding the provisions of Article 11 and 11A of the Collective Agreement, all trains in any class of freight service on any subdivision on the system may be operated conductor only when such trains run with an end-of-train unit. The crew consist for those freight trains operating without an end-of-train unit will be at least a conductor and one brakeperson. This provision will take effect provided that the terms of 3.1, 3.2 3.3 and 3.4 are followed.

Note: This replaces any reference in the collective agreement for a requirement to operate freight service with a full crew consisting of a conductor and two brakepersons.

### **3.2 Initial Terminal:**

- (a) At the initial terminal, doubling is limited to that necessary to assemble the train for departure account yard tracks being of insufficient length to hold the fully assembled train;
- (b) A conductor only crew may be required to straight lift a car or block(s) of cars within the terminal for the purpose of assembling a train for departure.

### **3.3 Final Terminal:**

- (a) At the final terminal, doubling is limited to that necessary to yard the train upon arrival account yard tracks being of insufficient length to hold the train;
- (b) A crew may be required to set off a car or block of cars at the final terminal. This will not be considered a stop enroute.

**3.4** Crews required to perform work at the initial or final terminal as defined in 3.2 (b) or 3.3 (b) will be paid on the minute basis at pro rata straight time rates for all time so occupied with a minimum payment of one hour, in addition to initial or final terminal time.

### **3.5 En route**

- (a) Such trains will make no more than five (5) stops enroute for the purpose of taking on and/or setting out a car or group of cars together except to set off a bad order car or cars. The setting off of a bad order car or cars is not a stop for the purpose of this subparagraph;
- (b) Such trains will not be required to perform switching enroute (i.e., between the initial and final terminal) except as may be required in connection with the taking on or setting out of cars as, for example, to comply with the requirements of rules and special instructions governing

the marshalling of trains or to spot or respot car(s).

### **3.6 Unassigned Freight Pool**

In unassigned freight pool service where there are a number of Conductors Only crews, those crews having a brakeman assigned to them will be determined by Conductor's seniority.

**CLAUSE 4**  
**Deadheading**

**4.1** A new paragraph is incorporated into Article 14 of Agreement 10 to read:

- (1) Employees deadheading on freight trains will receive, in addition to their basic pay therefore, the payments provided in Article 14 an allowance of \$3.00 in lieu of payment for the Train Length Allowance provided for in this Agreement.

**CLAUSE 5**

**5.1** In addition to the provisions of Article 18.1 of the collective agreement, conductor only crews held away from their home terminal without being called for duty will be paid time and one-half after 14 hours except in the case of wrecks, or washouts on their assigned territory.

**CLAUSE 6**

**Maintenance of Basic Rates**

**6.1** A protected freight employee who as a result of the implementation of Conductor Only Operation is unable to hold a through freight brakeman's position will be granted incumbency protection as follows:

**EMPLOYEES WITH SENIORITY DATE PRIOR TO MARCH 7, 1979**

**6.2** The basic weekly pay of such an employee shall be maintained by payment to such employee of the difference between actual earnings in a four week period and four times the basic weekly pay. Such difference shall be known as an employee's incumbency. In the event an employee's actual earnings in a four week period exceed four times his/her basic weekly pay, no incumbency shall be payable. An incumbency for the purpose of maintaining an employee's earnings, shall be payable provided:

- (a) he/she is available for service during the entire four week period. If not available for service during the entire four

week period, the incumbency for that period will be reduced by an amount equivalent to 1/20th of his/her incumbency for each assignment missed; and

- (b) in the application of paragraph a) above, an employee will be considered unavailable for service if on vacation, leave of absence, sick/WCB, missed call, laid off, or rest booked in excess of 14 hours;
- (c) all compensation paid an employee by the Company during each four week period will be taken into account in computing the amount of an employee's incumbency.

**6.3(a)** For the purpose of this Clause 6 the term basic weekly pay shall be defined as one-fifty second (1/52) of the total earnings of such employee during the twenty-six pay periods preceding the implementation of this agreement to a maximum equivalent to 4300 miles per checking period at through freight brakeman's rates.

(b) When computing "basic weekly pay" pursuant to paragraph (a) above, any pay period during which an employee is absent for seven consecutive days or more because of bona fide injury, sickness in respect of which an employee is in receipt of weekly indemnity benefits, authorized leave of absence, or laid off without Employment Security Benefits, together with the earnings of an employee in that pay period, shall be subtracted from the twenty-six (26) pay periods and total earnings. In such circumstances "basic weekly pay" shall be calculated on a pro-rated basis by dividing the remaining earnings by the remaining number of pay periods.

**6.4** The payment of an incumbency, calculated as above, will continue to be made:

- (a) as long as the employee's earnings in a two-week period is less than two times his/her basic weekly pay;
- (b) until the employee fails to exercise seniority to a permanent position, including a known temporary vacancy, on a required position, with higher earnings than the earnings of the position which he/she is holding and for

which he is senior and qualified at the location where he is employed; or

- (c) until the employee's services are terminated by discharge, resignation, death or retirement.

In the application of sub-paragraph 6.4(b) above, an employee who fails to exercise seniority to a permanent or temporary vacancy at his/her location with higher earnings will forfeit incumbency protection for the duration of the vacancy.

**NOTE:** In order to maintain incumbency protection, employees assigned to Englehart will be required to protect vacancies north of Englehart excluding Hearst. Should an employee not protect such assignment, the incumbency will be discontinued for the duration of the vacancy.

**6.5** In the calculation of an employee's incumbency, the basic weekly pay, shall be increased by the amounts of any applicable general wage adjustments for a period of seven (7) years at which time the incumbency rate will be red circled (frozen).

**6.6** For the purpose of determining higher rated positions and incumbency protection, the earnings of yard and spareboard positions will be considered equal.

### **EMPLOYEES WITH SENIORITY DATE OF MARCH 7, 1979 OR LATER**

**6.7** The basic weekly pay of such an employee shall be maintained by payment to such employee of the difference between actual earnings in a four week period and four times the basic weekly pay. Such difference shall be known as an employee's incumbency. In the event an employee's actual earnings in a four week period exceed four times his/her basic weekly pay, no incumbency shall be payable. An incumbency for the purpose of maintaining an employee's earnings, shall be payable provided:

- (a) he/she is available for service during the entire four week period. If not available for service during the entire four week period, the incumbency for that period will be reduced by

the amount equivalent to 1/20th of his/her incumbency for each assignment missed; and

(b) in the application of paragraph a) above, an employee will be considered unavailable for service if on vacation, leave of absence, sick/WCB, missed call, laid off, or rest booked in excess of 14 hours.

(c) all compensation paid an employee by the Company during each four week period will be taken into account in computing the amount of an employee's incumbency.

**6.8(a)** For the purpose of this Clause 6 the term basic weekly pay shall be defined as one-fifty second (1/52) of the total earnings of such employee during the twenty-six pay periods preceding the implementation of this agreement to a maximum equivalent to 4300 miles per checking period at through freight brakeman rates.

(b) When computing "basic weekly pay" pursuant to paragraph (a) above, any pay period during which an employee is absent for seven consecutive days or more because of bona fide injury, sickness in respect of which an employee is in receipt of weekly indemnity benefits, authorized leave of absence, or laid off without Employment Security Benefits, together with the earnings of an employee in that pay period, shall be subtracted from the twenty-six (26) pay periods and total earnings. In such circumstances "basic weekly pay" shall be calculated on a pro-rated basis by dividing the remaining earnings by the remaining number of pay periods.

**6.9** The payment of an incumbency, calculated as above, will continue to be made:

(a) as long as the employee's earnings in a two-week period is less than two times his/her basic weekly pay;

(b) until the employee fails to exercise seniority to a permanent position, including a known temporary vacancy, on a required position, with higher earnings than the earnings of the position which he/she is holding and for which he is senior and qualified at the location where he is employed;

**or**

(c) until the employee's services are terminated by discharge, resignation, death or retirement.

In the application of sub-paragraph 6.9(b) above, an employee who fails to exercise seniority to a permanent or temporary vacancy at his/her location with higher earnings will forfeit incumbency protection for the duration of the vacancy.

**NOTE:** In order to maintain incumbency protection, employees assigned to Englehart will be required to protect vacancies north of Englehart excluding Hearst. Should an employee not protect such assignment, the incumbency will be discontinued for the duration of the vacancy.

**6.10** In the calculation of an employee's incumbency, the basic weekly pay, shall be increased by the amounts of any applicable general wage adjustments for a period of five (5) years at which time the incumbency rate will be red circled (frozen). Incumbency protection under this provision will be discontinued ten (10) years from the date of implementation of this agreement.

**6.11** For the purpose of determining higher rated positions and incumbency protection, the earnings of yard and spareboard positions will be considered equal.

## **CLAUSE 7**

### **CONDUCTOR ONLY SUPPLEMENTAL UNEMPLOYMENT BENEFIT PLAN (SUB):**

**7.1** A Supplemental Unemployment Benefit Plan will come into effect concurrent with the date of the implementation of conductor-only operation, and will expire ten (10) years after coming into effect for protected freight employees, who are laid off as a result of a traffic decline resulting in reduction of pool, assigned or spareboard activity.

**7.2** An employee, who is displaced or has his/her job abolished, shall exercise his/her seniority as presently provided in Agreement No. 10, up to and including his/her basic seniority territory if necessary, in order to retain coverage under this

SUB Plan.

**7.3** If still unable to hold a position, then in order to retain SUB Benefits he/she shall (subject to qualifications):

(i) fill an unfilled permanent vacancy within the jurisdiction of another seniority group of the same union covered by the same collective agreement.

(ii) there being none, fill an unfilled permanent vacancy within the jurisdiction of another seniority group covered by another collective agreement.

(iii) there being none, fill an unfilled permanent vacancy in a position not covered by a collective agreement.

**Note:** In the application of above Clauses (i), (ii) and (iii), the incumbency protection of this agreement shall apply.

(iv) There being none, be placed on waiting status until a position becomes available in accordance with foregoing. During this period the employee's UCC benefits and or outside earnings will be supplemented to a level equal to 90% of his/her weekly base pay as defined in Article 6.3 or 6.8 hereof.

Also during this period the employee must accept temporary work at his/her layoff location in accordance with Appendix B.

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

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

**7.6** Training shall be provided if necessary to achieve qualifications, with incumbency protection as described in this agreement, to prevail throughout the training period.

**7.7** An employee who declines to exercise any of the options detailed in Article 7.3 hereof, or who while on "waiting" status

refuses recall to any permanent vacancy or temporary work as therein described, or refuses recall to a permanent position on his/her original basic seniority territory, shall forfeit his/her entitlement to these Supplementary Unemployment Benefits (SUB).

**7.8** This Article 7 does not apply to reduction in forces made necessary by strikes or lockouts in the Railway industry.

**7.9** An employee eligible for conductor only SUB will be allowed a total lay-off benefit credit of 260 weeks to be taken within ten (10) years from the implementation date of conductor only operation.

Layoff benefit entitlement will be reduced by one week for each week of lay-off benefit received by the employee.

**7.10** The parties agree that it is their intent that conductor only supplemental unemployment benefits be paid only for temporary periods resulting from shortages of work. Employees in receipt of SUB benefits continue their employment relationship with the Company, retain their seniority rights, and are required to accept temporary or permanent assignments as provided in this Agreement or become disentitled to SUB.

**7.11** The implementation of this Supplemental Unemployment Benefit Plan is subject to the approval by Human Resources Development Canada.

## **CLAUSE 8**

### **Spareboard Guarantee**

**8.1** The Spareboard Guarantee on the date of the signing of this Agreement will be 3200 miles per 28 day period. (Remove reference to 28 day termination clause)

## **CLAUSE 9**

### **9.1 Conductors Operating Locomotives - Freight Road Service**

(a) Within one (1) year from the implementation of this agreement a new abbreviated engine service training program

will be implemented by the Company for Conductors hired prior to the signing of this agreement who do not wish to become fully qualified Locomotive Engineers. Such employees must accept training and be properly trained to qualify to operate a locomotive when accompanied by a Locomotive Engineer.

(b) Conductors who have successfully completed the modified Locomotive training course will be considered qualified and may operate a locomotive when they are in the presence of a Locomotive Engineer.

(c) Working Conductors who have completed the abbreviated engine service training program will be entitled to payment of \$1.00 per hundred miles or portion thereof, in addition to all other earnings for the tour of duty.

**9.2** (a) Effective with the implementation of this agreement, one crew member who assists the Locomotive Engineer to couple or uncouple a diesel unit (or units) involving the Locomotive consist will be paid an allowance of \$6.26.

(b) This allowance shall be paid but once at each point enroute where such service is performed regardless of the time occupied or of the number of units set out or picked up at such point.

Signed at North Bay this 6th day of July, 1999.

For the Union:      For the Company  
P. Konning      J. L. Thib

## APPENDIX A

1. All essential freight brakeperson's mileage rates to be increased 5.0%

**Note:** The 5% premium added to through freight rate will also be added to Way freight rates. Additionally it is understood that this 5% premium is not applicable to mixed train service.

2. The current road switcher rate will be increased to Yard rates.

3. The rates of pay for Yard Service (Article 99.3) will be increased by 5%.

4. Train Length Allowance:

Conductors and brakepersons in any class of freight service will be entitled to an allowance, per tour of duty, based on the maximum train length, including the locomotive consist, hauled at any one time during the tour of duty between the initial terminal and the final terminal:

Per Tour of Duty Effective  
Dec. 15/96      Jan. 1/97

3801 to 5000 feet \$3.00 \$3.06

5001 to 6000 feet \$7.00 \$7.14

6001 to 7000 feet \$13.00 \$13.26

7001 to 8000 feet \$21.00 \$21.42

8001 to 9000 feet \$31.00 \$31.62

9001 to 10,000 feet \$43.00 \$43.86

10,001 feet and over \$57.00 \$58.14

**Note:** The Length of Train Allowance replaces payments referred to in Article 2.1 (d) and Article 99.7 of the collective agreement.

5. Length of Run Allowance

Conductors on trains on which no brakeperson forms part of the crew consist will be paid the following allowance per

tour of duty, according to the length of the run, over and above all other earnings for the tour of duty:

Per Tour of Duty Effective

Dec. 15/96      Jan. 1/97

100 or less road miles \$12.00 \$12.24

101 to 150 road miles 15.00 15.30

151 to 200 road miles 22.50 22.95

201 to 220 road miles 30.00 30.60

221 to 240 road miles 32.50 33.15

241 to 260 road miles 35.00 35.70

261 to 280 road miles 37.50 38.25

281 to 300 road miles 40.00 40.80

This allowance will be not be used to reduce guarantees.

## Questions and Answers:

These questions and answers have been compiled in an effort to explain the intention of negotiations associated to the Conductor Only Agreement signed October 3, 1996.

### CLAUSE 3.1

Q.1 Under the terms of this Memorandum of Agreement, may a mixed train service be operated Conductor-Only?

A. No

Q.2 Presently, North of Englehart, the freight crews are working with a Conductor and two brakemen. Will this practice continue?

A. No, on the implementation of this agreement, Through Freight North of Englehart, may be operated with a conductor only provided the terms of the agreement are followed. In instances where the employee assigned to the brakeman's position books off, the train may be operated conductor only, provided the terms of the agreement are met.

Q.3 If a Conductor or Brakeman working Through Freight North of Englehart creates a 5 day, vacancy will the vacancy be advertised and filled?

A. Yes, unless the conditions of the conductor only agreement are met.

### CLAUSE 3.2(b)

Q.4 What does the term "straight lift" mean?

A. The cars must be together and first up in the track from which they are to be lifted. A Conductor-Only Crew will not be required to make more than three straight lifts.

### CLAUSE 3.3

Q.5 If a Conductor is given a cut number when doubling his/her train into the minimum number of tracks, does this constitute switching?

A. Yes, however the intent is that this will only be done to

protect the blocking integrity of the train, and the 12 1/2 mile premium payment will apply.

Q.6 May a Conductor-Only Crew be required to transfer a block of acid to the CPR at North Bay?

A. Yes, this may be required, and the 12 1/2 mile premium payment will apply. When a Yard Crew is on duty they will assist with such transfer.

**CLAUSE 6.2(a) and CLAUSE 6.7(a):**

Q.7 How will incumbencies be affected when an employee misses an assignment(s) on account of bona fide illness/injury (Weekly Indemnity/Worker Compensation), vacation, mileage limitation, or lay off?

A. Incumbency protection will be reduced by 1/28th of the incumbency value, for each day unavailable for service as a result of bona fide injury/illness, vacation, mileage limitations, or lay off.

**CLAUSE 6.2(b) and CLAUSE 6.7(b):**

Q.8 I am on the spareboard, three times or more out, and the first two men on the spareboard miss a call for an assignment. Am I considered unavailable for service under this clause if I miss the call as well?

A. No, only the first two men on the spareboard would have their incumbency reduced by 1/20th for missing that assignment.

Q.9 I am working an assignment that has assigned days off and do not respond to a call on my days off. Would I be considered unavailable for service under this clause?

A. No, you will not have your incumbency reduced for not working on your assigned day off.

Q.10 In assigned service, I understand that if I make myself unavailable at any time during the incumbency period, my incumbency may be reduced. This includes booking in excess of 14 hours rest at the home terminal. Does this mean I am prohibited from booking the 24 hours rest provided for in the collective agreement?

A. No, however, if you miss a trip, your incumbency will be reduced.

Q.11 I book sick, how will my incumbency be affected?

A. For each 24 hour period, or portion thereof, your incumbency will be reduced by 1/20th.

**CLAUSE 6.4(b) and 6.9(b)**

Q.12 I am the senior man for a position on a work train, but do not bid it. Have I forfeited my incumbency for the duration of that vacancy?

A. No, a work train has no terminal, so it is not "at the location where you are employed"

**CLAUSE 6.6 (Employees with seniority prior to March 7, 1979)**

Q.13 For the purpose of determining higher rated positions and incumbency protection, will the positions on the earnings associated to those positions on the Kapuskasing turn be considered equivalent to the spare board or yard service?

A. Yes, only for those employees with a seniority date prior to March 7, 1979.

**CLAUSE 6**

Q.14 When will an employee's 28 day incumbency period start?

A. The 28 day incumbency period will commence on the implementation of the conductor only agreement. Such period is intended to coincide with normal pay periods.

**CLAUSE 6 and CLAUSE 7**

Q.15 If I am required to relocate in order to protect my incumbency or maintenance of earnings will the Company pay relocation expenses?

A. If an employee elects to relocate, the Company will pay relocation expenses in accordance with Article 53 of Collective Agreement 10. Should the employee voluntarily relocate within two (2) years of the initial

relocation, the employee will reimburse the Company the cost of the initial relocation expenses on a prorated weekly basis as agreed to between the Company and the Union.

**NORTH BAY YARD BY PASS  
MATERIAL CHANGE AGREEMENT  
between  
ONTARIO NORTHLAND  
and  
UNITED TRANSPORTATION UNION**

**1) Purpose:**

The purpose of this memorandum of agreement is to minimize the adverse effects on employees, within the UTU bargaining unit, of the change in operation at North Bay resulting from the implementation on October 20, 1997 of the ON/CN By Pass Agreement.

**2) Scope of Agreement:**

It is recognized that the adverse effects of the implementation of the ON/CN By Pass Agreement has resulted in the loss of regular and extra yard shifts in the North Bay yard totaling 506 shifts per year.

**3) Coverage and Entitlement**

The provisions of this agreement shall apply to employees in the North Bay Terminal, actively working in the ranks of the UTU at the time of the implementation of the By Pass agreement.

**4) Freight Crew Assignments:**

a) Effective with the Spring 1999 Change of Bill, in addition to the current regularly established crew complement of three (3), one additional freight crew will be added to the North Bay Terminal and will be designated as "EXTRA". All the crews referred to above, including the "EXTRA" crew will be guaranteed a minimum of 4300 miles per booking period. (refer to Appendix A).

b) The regularly established crew complement will be adjusted in the normal fashion as outlined in the collective agreement. In such instances, one additional "EXTRA" crew

will be maintained and will be bulletined in accordance with the collective agreement. In instances where the parties are aware, in advance, that the level of traffic will be reduced to a point where the normal crew complement will be affected, such changes will be made immediately.

c) In instances where the regular crew complement is to be increased beyond three (3), there will be no requirement for the addition of an EXTRA crew.

d) In situations where rail traffic is disrupted beyond the immediate control of the company, i.e. prolonged derailments, labour disputes affecting the industry, track disturbance, major customer shut downs that do not normally occur or interruptions of traffic etc. the "EXTRA" crew will be discontinued. A discussion will take place between the Chief Transportation Officer and the UTU General Chairperson before any action is taken. The "EXTRA" crew will be re-advertised in order that when the service is reestablished, it will be immediately placed on the working list in turn.

e) Should additional permanent yard assignments be established within North Bay, then there will be no requirement to continue with the EXTRA crew as outlined above. This is in addition to the current complement of three yards per day.

f) This portion of the agreement will be in effect until the Fall Change of Bill in 2002.

#### 5) **Early Retirement Allowances:**

a) Opportunities will be provided for a maximum of three (3) retirement allowances for employees eligible to retire under the existing pension regulations in 1999.

b) Applications from eligible employees will be received for a period of 30 days following the date of signing of this agreement.

c) Opportunities will be available and processed on the basis of seniority and eligibility to the Pension Plan.

d) Each eligible employee who applies for and is approved under the early retirement allowance option, will be eligible for

a lump sum payment equal to 52 weeks wages, based on the employees last 52 weeks earnings immediately prior to the signing of this agreement. In calculating the last 52 weeks earnings, pay weeks coinciding with the existing payroll system will be used. Additionally, in cases of lost time due to injury, sickness in respect of which an employee was in receipt of Weekly Indemnity benefits, or authorized leave of absence, the weekly calculation will be prorated.

e) Retirement Allowances will be paid out as either a lump sum cash payment, subject to deductions required by law, deposited into an RRSP as limited by Revenue Canada or a combination of a cash payment and RRSP deposit as so directed by the retiring employee.

f) Employees, accepting the opportunity and not immediately eligible to retire under the pension plan will utilize the portion of the lump sum payment along with vacation to bridge their time to their earliest retirement date which must be in 1999.

g) On approval of the retirement application, the employee may elect to take up to one years entitlement of his/her vacation in lump sum. The election of this option must be made prior to accepting the retirement opportunity.

h) On notification of approval, an employee will be given 48 hours to decide to accept the retirement opportunity. Acceptance of a retirement opportunity will be considered irrevocable. On acceptance, the employee will, unless otherwise agreed to by the Chief Transportation Officer, proceed to vacation, bridge or pension. This date will be no later than June 15, 1999.

i) A maximum of three (3) early retirement opportunities and/or severance allowances will be available so long as such reductions reduce the adverse affects of the By Pass Agreement.

j) Life insurance, extended health care and dental benefits applicable on the employee's retirement date will continue to be provided until age 65.

**6) Severance Opportunities:**

a) Severance opportunities will be made available to employees if such severance will result in an impact on minimizing the adverse affects created with the By Pass Agreement.

b) Opportunities will be available and processed on the basis of seniority.

c) Applications from eligible employees will be received for a period of 30 days following the signing of this agreement.

d) On approval, an employee will be given 48 hours to decide and upon submitting a formal resignation from service, claim a severance payment set forth:

(i) 20 years or more of continuous service \$50,000

(ii) 12 to 19 years of continuous service \$40,000

(iii) 7 to 11 years of continuous service \$35,000

e) Acceptance of a severance opportunity will be considered irrevocable.

f) Requests for early retirement allowances pursuant to this agreement shall have precedence.

g) A Maximum of three (3) severance and/or retirement allowances will be approved.

**7) Lump Sum Retroactive Payment:**

A payment totaling \$175,000 has been agreed upon as a settlement to the Running Trade Employees represented by the BLE and UTU who were adversely effected by the implementation of the North Bay By Pass. The division of this payment to individual employees will be determined in consultation with the BLE and UTU.

Signed this 15 th day of April 1999.

for the UTU:

for Ontario Northland:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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\_\_\_\_\_  
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## LETTERS OF UNDERSTANDING

1. **Dues for Training ESB's**
2. **Periodic Medical Examination**
3. **Bunkhouse Accommodation for Forced Employees.**
4. **Holding Protected Man for Yard**
5. **Reducible Trains**
6. **Terminal Switching where Yard Engine not on Duty**
7. **Base Pay - Article 53A**
8. **Procedures for Preferred Job Security**
9. **Coverage for Employment Security**
10. **Contribution Holiday**
11. **Engine Service Brakeman**
12. **Method of Control - Unassigned Freight Crews**
13. **Scheduled Service Through Freight North of Englehart**
14. **Discount Meals**
15. **Entitlement to Terminal Work Time Cost**
16. **Amendment to Appendix D - Through Freight Tem.Sub.**
17. **Scheduled Service Through Freight North of Englehart**
18. **Incidental Movements in Cochrane**
19. **Sub Benefits under Conductors Only**
20. **Request for Approval of Sub Plan**
21. **Window Agreement 151**
22. **Scheduled Through Freight Temagami Sub.**

## Ontario Northland

August 22, 1977  
8345-23

Mr. B.F. Newman,  
General Chairman,  
United Transportation Union,  
63 Nelson Avenue,  
North Bay, Ontario.

Dear Mr. Newman:

This refers to your letter of August 11, 1977 addressed to Mr. G.T. Nudds, Superintendent of Train Operations, in connection with the training program for engine employees.

Our agreement with the Brotherhood of Locomotive Engineers provides that candidates for training are covered by the Engineers' Agreement as soon as they have passed the company's selection process. At that point in time, therefore, their dues would go to the B. of L.E.

As far as a leave of absence arrangement is concerned, I would prefer it to be very restrictive. My thought is that a candidate should only be able to return to his former group if he fails at any point during the one year training program. He should not have the voluntary right to drop out of the program.

If you agree with this approach, will you kindly so indicate on the space provided at the bottom of this letter and return one copy for our files.

Yours very truly,

F.S. Clifford,  
General Manager

I Agree:  
B.F. Newman  
General Chairman

## Ontario Northland

May 26, 1978

Mr. B.F. Newman,  
General Chairman  
United Transportation  
Union  
63 Nelson Avenue,  
North Bay, Ontario

Mr. R.T.O'Donnell,  
General Chairman,  
Brotherhood of  
Locomotive Engineers,  
888 Worthington St.E  
North Bay, Ontario

Dear Sirs:

During negotiations you requested clarification of the procedures applicable to employees who lose time in order to undergo a medical examination.

Whenever practicable, an employee should take his periodic medical examination during his off duty hours in which case the provisions of Article 51.1 of the Trainmen's Agreement and Article 59.1 of the Enginemen's Agreement would apply.

In situations where this is not possible, than an employee required to undergo a periodic medical examination on proper authority from the company during on duty hours will be paid pursuant to the provisions of Article 15 of the Trainmen's Agreement and Article 21 of the Enginemen's Agreement. When an employee is required by the company to travel away from his home terminal to undergo medical examination, he will be allowed actual reasonable expensed whether or not he loses time.

Yours truly,

General Manager.

c.c. Mr. R. O. Beatty  
Mr. G. T. Nudds  
Mr. D. V. Allen

## Ontario Northland Railway

June 1, 1979,  
North Bay, Ontario

Mr. B.F. Newman,  
General Chairman,  
United Transportation  
Union,  
63 Nelson Avenue,  
North Bay ON

Mr. R. T. O'Donnell,  
General Chairman,  
Brotherhood of  
Loco. Eng.,  
888 Worthington St.E  
North Bay, ON

Dear Sirs:

During the last round of negotiations, we discussed the matter of bunkhouse accommodation for employees who were forced from one terminal to another to fill assignments.

It was agreed by all concerned that at points where bunkhouse arrangements are provided, such employees would be permitted, if accommodation is required, to stay in the bunkhouse.

It was further agreed that the company and the two unions would co-operate to the fullest extent to try to accommodate such employees. This co-operation was to include the following:

- (a) The use of a bed by another employee when the man regularly using the bed is out of his run.
- (b) The supplying of clean linen by the company for changing beds when used as above.
- (c) The possible use of rooms normally assigned to one craft or the other.

If the foregoing procedures do not produce accommodation for the employee in question, the company will supply accommodation elsewhere.

This letter superseded the letter of November 1, 1974.

Yours truly,

REO. Beatty,  
Acting General Manager.

## Ontario Northland

North Bay, Ontario

June 22, 1981

8345-23

Mr. B.F. Newman,  
General Chairman,  
United Transportation Union,  
63 Nelson Avenue,  
North Bay, Ontario.

Dear Mr. Newman:

This will confirm the following understanding reached between yourself and the Superintendent of Train Operations:

"When it is necessary to hold back a protected spareboard man from a reducible position in a main line crew to protect a vacancy in the yard, the main line crew will be run reduced and the protected spareboard man who was held back will be paid no less than he would have earned on the main line assignment. In these circumstances, there will be no payment into the special fund from the reduced run."

The foregoing does not apply to men with yard seniority prior to December 16, 1966 and who are obliged to protect yard work.

The above understanding is subject to termination upon 30 days' notice by either party.

Yours very truly,

REO. Beatty,  
General Manager.

I agree:  
B.F. Newman,  
General Chairman

## Ontario Northland

North Bay, Ontario  
June 26, 1981  
8345-28

**Revised**

Mr. B.F. Newman,  
General Chairman,  
United Transportation Union,  
63 Nelson Avenue,  
North Bay, Ontario

Dear Mr. Newman:

This will confirm the agreement between your committee and the Superintendent of Train Operations in connection with those trains listed under "As Agreed" in Article 11A.9 of the Collective Agreement.

Such trains will be considered reducible on the following schedule:

June 1, 1981 - Trains 425-426

Jan 1, 1982 - Elk Lake Swing

Work Trains

Snow Plods (main tracks)

Trains 105-106

Trains 209-210

Trains 207-308

Auxiliary Trains in Through Service

Through Trains not otherwise specified

It was decided that, at the present time, Trains 421-622, auxiliary trains in other than through service, spreader outfits and snow plows assigned to plow sidings and other tracks would not be declared reducible.

In connection with those trains declared reducible on January 1, 1982, we gave you our assurance that it is not our intention to run any train with a reduced crew in circumstances which

would cause undue hardship to the employees, where safety is a factor and/or where the service may be adversely affected.

For example, unless conditions change, it is our intention whenever possible, to operate Trains 105-106, Trains 209-210, Trains 207-308 and most work trains with a full crew. It is also our intention to operate Train 211 on Saturday and Sunday with a full crew when it is involved in terminal switching and making up its own train.

The parties agreed that in some situations, where there was a shortage of men it would be preferable to run with a reduced crew rather than to cancel the train. Please indicate your agreement on one copy of this letter and return same for our files.

Yours very truly,  
REO. Beatty,  
General Manager.

I Agree:  
B.F. Newman,  
General Chairman

## **Ontario Northland**

8345-23

July 29, 1982

Mr. B. F. Newman,  
General Chairman,  
United Transportation Union,  
63 Nelson Avenue,  
North Bay, Ontario.

Dear Mr. Newman:

During negotiations you asked for a letter similar to the one issued by Canadian National clarifying the intent of the agreement in respect of the work required of trainmen and locomotive engineers upon arrival at the final terminal of their trip where yard engines are not on duty.

During discussions on the matter nationally, the union confirmed that it was not seeking to change accepted practices that presently exist but was concerned that at some locations company officers were requiring crews after turning their train over to the outbound crew, to take another engine from the shop track and perform industrial switching.

We informed you, that, as on Canadian National, your members will not be required to perform switching at the final terminal of the trip using another engine, after having turned over the engine consist on the train for which called to the outgoing crew except when switching is required in connection with the set off of their own train or in cases of necessity such as rerailling car, auxiliary service, handling stock or perishable traffic or where incoming power cannot be operated on yard or industrial track account track conditions.

We believe that generally speaking, our line officers are arranging work on arrival at final terminals where yard engines are not on duty along the foregoing lines. However, we hope that the above clarifications will clear up any misunderstandings in this regard.

Yours truly,

P. A. Dymont,  
General Manager.

February 20, 1991  
8304-2  
8304-5

Mr. K.L. Marshall  
General Chairman  
United Transportation Union  
82 Labreche  
North Bay, Ontario.

Dear Lloyd:

This will confirm the understanding reached during our telephone conversation of February 19, 1991, concerning the interpretation of "Base Pay" for trainmen in the application of Article 53A, Preferred Employment Security, of Agreement No. 10 between Ontario Northland and the United Transportation Union.

For employees assigned to positions with a specific weekly or hourly rate, and who are subsequently laid off, this rate would be recognized as the "Base Rate" for purposes of determining Job Security benefits. In cases where employees do not have a specified weekly or hourly rate of pay, the "Base Rate" will be the average weekly earnings over the last six months worked immediately prior to lay-off, or the rate of the Yard Helper, whichever is greater.

This understanding supersedes Mr. N.R. Drury's February 4, 1987 letter to you concerning this same topic.

Yours truly,

Jerry D. Knox,  
Director Human Resources.

Please indicate your concurrence with this agreement and

return to my attention.

I Concur: Feb. 21, 1991 K. L. Marshall

December 16, 1991

Mr. K. L. Marshall  
General Chairman  
United Transportation Union  
82 Labreche  
North Bay, Ont P1A 3R5

Dear Mr. Marshall:

This letter of understanding will specify the requirements of both the company and employees when an employee is receiving Preferred Job Security payments. This letter is in addition to those conditions already specified in Article 53A of Collective Agreement No. 10, however, it supersedes all previous letters concerning this topic.

1. Weekly base pay for the purpose of calculating Preferred Job Security payments will be the greater of:
  - (a) average weekly earnings of the six months immediately preceding the lay off date, or
  - (b) up until the implementation of the 1991 Article III Agreement, the weekly yard helper's rate. After this date the established spareboard guarantee will be used to calculate the weekly base rate. Since this spareboard guarantee is a monthly guarantee, then the weekly rate will be determined by the following formula:  
$$\text{28 Day Guarantee} / 4 = \text{Weekly Base Pay}$$
the spareboard guarantee was implemented effective January 1, 1992, with the option of discontinuing after one year. Should the guarantee cease after this one year trial, then the yard helper's rate will be used in determining normal weekly earnings.
2. Depending on lay off location, employees receiving Preferred Job Security payments under Article 53A will be required to contact, by telephone or in person, the Trainmaster at Englehart, for those being scheduled from

Englehart, or the Yard Co-ordinator in North Bay, for employees scheduled out of North Bay, Monday through Friday between 1300 and 1400 hours to determine if they stand for work.

Should an employee be unable to contact the above designated position, a message must be left in the respective office.

In situations where vacancies are known outside the hours of 1300 and 1400 hours, the company will endeavour to contact the employee.

3. In situations where the employee fails to make contact or leave a message with the above designated position, the employee will forfeit his/her Employment Security.
4. Employees under Collective Agreement No. 10 who are collecting Preferred Job Security payments and are fulfilling their call-in requirements will be entitled to benefit coverage as if an active employee.

The provisions of this understanding will be effective upon the signing of this letter.

Yours truly,

Jerry D. Knox,  
Director Human Resources.

I Concur: K. L. Marshall  
General Chairman  
United Transportation Union.

## **ASSOCIATED RAILWAY UNIONS LETTER OF UNDERSTANDING**

July 3, 1994

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

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

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

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

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

**For the Company:**

K. J. Wallace  
President

Employees)

Communications

Yardmen)

**For the Association:**

G. Schneider  
Brotherhood M. of WayEmps.

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

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

W. Peterson  
Transportation

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

S. O'Donnell  
Brotherhood of  
Locomotive Engrs  
G. Louttit  
Inter. Bro. of  
Electrical Workers,  
System Council #11  
K. L. Marshall  
United Transportation  
Union (Trainmen and

E. K. How  
ONR Police Association

## **Associated Railway Unions Letter of Understanding**

June 17, 1996  
(revised)

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

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

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

**For the Association:**

**D. Graham**

Transportation

Communications

International Union

(General Office Clerks)

**R. Marleau**

Transportation Communications

International Union

(Train Oprs. Employees)

**For the Company:**

**K.J. Wallace**

President

**R. F. Liberty**

Brotherhood M of Way Employees

**M. Kerr**

C.A.W.

(Clerks and Other Classes)

**M. Kerr**

C.A.W.

(Train Service Employees)

**G. Halle**

Brotherhood of Locomotive Engrs

**G. Louttit**

Inter. Bro. of Electrical

Workers, System Council #11

**L. Marshall**

United Transportation Union

(Trainmen and Yardmen)

**R. J. Cote**

ONR Police Association

Englehart, Ontario  
November 29, 1974

8350-1

8335-7

4430-24

Yardmasters - Englehart (3)

General Car Clerks - Englehart (4)

RE: Engine Service Brakeman

Due to amendments to Clause 4 and 9(b) of Memorandum of Agreement between Ontario Northland Railway and United Transportation Union, my letter of February 1st, 1974, File 4430-24 is no longer in effect.

Effective November 30th, 1974 the following is for your guidance:

Engine service brakemen are required to work out of Englehart, but, in the event such men are cut off the working list at Englehart, they may exercise their seniority as a brakeman elsewhere.

These men will be called for all conductor's and brakemen's assignments including relieving and they will be allowed to take temporary vacancies unless required as enginemen.

If further information is required, do not hesitate to contact a supervisory officer.

G.T. Nudds,  
Superintendent of Train Operations.

c.c. R.L. Moore

C.J. Toye

P.R. Harris

A.W. Sullivan

D.K. Hagar

E.P. Albert

Mr. C.G. Johnston,

General Chairman, U.T.U.(T),  
Box 272,  
Englehart, Ontario  
Mr. C.J. Valencik,  
General Chairman,  
Box 287,  
Englehart, Ontario

September 21, 1976  
8335-7

Mr. B.F. Newman,  
General Chairman,  
United Transportation Union (T),  
63 Nelson Avenue,  
North Bay, Ontario

Dear Mr. Newman:

In reference to our meeting of Monday, September 20, 1976, with yourself, Mr. Moore and myself in attendance, you requested that we renew the agreement of June 12, 1972, File 8335-7.

It is now fully understood by both parties that appendices will govern the method of controlling the number of unassigned freight crews on the working list at the respective terminals.

Appendix "A" will be subject to a thirty (30) day termination notice by either party and this will also apply to the last sentence of Appendix "D". Appendices "B" and "C" are included in this understanding only for the purpose of outlining the method we use to arrive at the mileage accumulation for crews and will continue to be followed whether Appendices "A" and "D" are withdrawn by either party or unless further negotiations necessitate such a change.

Additional vans or decreasing of vans will be changed at 0001.

G.T. Nudds,  
Supt. of Train Operations.

I Concur:  
B.F. Newman,  
General Chairman,  
United Transportation Union (T)

## **APPENDIX "A"**

When it is established that services such as No. 109-209-210 are to be discontinued for a known period, such as a mine shut-down the unassigned freight trainmen's list on the Temagami subdivision will be reduced by one or two crews and if practical, such crew turn or turns will be re-advertised in order that when the service is re-established, the turn or turns will be immediately placed on the working list.

It is understood that if such train services are reduced on an intermittent basis, such as car shortages, etc., that the unassigned or pool freight list will be adjusted according to the mileage regulations as outlined in Appendices "B", "C" and "D". If mutually agreeable to both parties, the reduction of the working list may be deferred on request by the General Chairman.

## APPENDIX "B"

### EXAMPLE:

Using a 31 day month for five (5) crews to decrease or add an additional crew - 1st to 15th - 16th to 31st.

|     |     |     |     |     |     |     |     |     |     |     |     |
|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|
| 1.  | 105 |     | 251 |     | 16. | 105 |     | 253 | 262 | 218 |     |
| 2.  | 262 |     | 216 | 148 | 254 | 17. | 105 | 262 | 104 | 253 | 214 |
| 3.  | 258 | 261 | 216 |     | 106 | 18. |     | 265 | 105 | 263 | 215 |
| 4.  |     | 257 | 219 |     | 259 | 19. | 268 | 255 |     | 105 | 217 |
| 5.  | 217 |     |     | 256 | 263 | 20. | 215 | 106 | 259 |     | 254 |
| 6.  | 107 | 218 | 262 |     | 251 | 21. | 213 |     | 261 | 262 | 105 |
| 7.  |     | 214 | 260 | 259 |     | 22. |     | 252 |     | 105 |     |
| 8.  | 108 |     |     |     | 285 | 23. | 264 | 104 | 217 |     | 253 |
| 9.  |     | 260 | 180 | 214 | 257 | 24. | 249 | 106 | 215 | 262 | 104 |
| 10. | 263 | 256 | 106 | 215 | 104 | 25. | 105 |     | 258 | 214 | 256 |
| 11. | 264 | 250 |     | 214 | 106 | 26. |     | 262 | 215 | 266 | 106 |
| 12. | 265 |     | 269 | 214 |     | 27. | 269 | 215 | 255 | 105 |     |
| 13. | 105 | 267 | 244 | 142 | 216 | 28. | 249 | 215 |     |     | 262 |
| 14. |     | 216 |     | 258 | 259 | 29. |     |     | 269 | 106 |     |
| 15. | 255 | 105 | 105 |     |     | 30. | 254 | 263 | 105 | 105 | 216 |
|     |     |     |     |     |     | 31. | 258 | 214 | 106 | 259 |     |

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2104 2409 2058 2430 2101

2554 2519 2622 2308 2679

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In the above example, total all the miles for both periods, divide by five (5) (the number of crews), if the average falls below the agreed reduction figure, a crew would be reduced.

If the average were high as outlined in Appendix "C" a crew would be added.

## APPENDIX "C"

### EXAMPLE:

Using the last half of a 31 day month and the first half of current month to arrive at an average for five (5) crews.

|     |     |     |     |     |     |     |     |     |     |     |     |
|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|
| 16. | 105 |     | 253 | 262 | 218 | 1.  | 105 | 215 |     | 261 | 251 |
| 17. | 105 | 262 | 104 | 253 | 214 | 2.  | 215 | 260 | 248 |     | 106 |
| 18. |     | 265 | 105 | 263 | 215 | 3.  | 261 | 252 | 216 | 104 | 105 |
| 19. | 268 | 255 |     | 105 | 217 | 4.  | 218 | 247 | 265 | 105 |     |
| 20. | 215 | 106 | 259 | 254 |     | 5.  |     |     | 105 |     | 289 |
| 21. | 213 |     | 261 | 262 | 105 | 6.  | 264 | 215 |     | 104 |     |
| 22. |     | 252 |     | 105 |     | 7.  | 106 | 262 | 215 |     | 261 |
| 23. | 264 | 104 | 217 |     | 253 | 8.  |     | 106 | 214 | 262 | 256 |
| 24. | 249 | 106 | 215 | 262 | 104 | 9.  | 258 |     | 215 | 257 | 106 |
| 25. | 105 |     | 258 | 214 | 256 | 10. | 20  | 263 | 245 | 104 | 106 |
| 26. |     | 262 | 215 | 266 | 106 | 11. | 255 | 216 | 105 | 263 |     |
| 27. | 269 | 215 | 255 | 105 |     | 12. |     | 105 |     |     | 270 |
| 28. | 249 | 215 |     |     | 262 | 13. | 213 |     | 251 | 258 | 106 |
| 29. |     |     | 269 | 106 |     | 14. | 215 | 260 |     | 252 |     |
| 30. | 254 | 263 | 105 | 105 | 216 | 15. | 258 |     | 259 |     | 216 |
| 31. | 258 | 214 | 106 |     | 59  |     |     |     |     |     |     |

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2554 2519 2622 2308 2679      2373 2356 2350 2218 2071

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In the above example, total all of the miles for both periods, divide by five (5) (the number of crews), if the average allows each crew the agreed maximum plus the agreed maximum of another crew, a crew shall be added.

If the average were low as outlined in Appendix "B", a crew would be reduced.

## **APPENDIX "D"**

### **(Revised May 3, 1994)**

#### **Reducing Crews:**

1. Checks will be continued as in the past on a fifteen and sixteen day basis.
2. Mileage of all crews in the list in the current checking period and previous checking period will be totalled and divided by the total number of crews currently on the list to arrive at an average figure for reduction.
3. If the average mileage of such crews computed as above is less than 3,900 miles, then the list will be reduced.

It is understood that if the officer in charge of the list can show that the reduction in mileage was caused by interruptions to normal service that will not occur in the next fifteen days, then the list will not be reduced unless it can be shown that the average would again fall below 3,900 miles.

It is further understood that this averaging will have no effect on individual crew earnings under Rule 59 and will in no manner affect such guarantee.

#### **Adding Crews:**

1. The same check shall be used in a similar manner to add crews.
2. A crew will be added only when it can be shown by such averaging that all crews presently on the working list can earn 4,000 miles plus 4,000 miles for the additional crew.
3. When an additional crew is to be added, it will be placed on the list when the bulletin closes for such additional crew.

Appendix "B" outlines the first to the fifteenth day check inclusive plus the sixteenth to the last day of the month, inclusive. Such as any full 31 day month.

Appendix "C" on the other hand shows the check as of the sixteenth to the last day of the previous months, plus the first to the fifteenth day of a current month.

The figures as illustrated 3,900 to 4,000 will be subject to a thirty (30) day withdrawal clause by either party.

September 21, 1976  
(See Aug 16, 1994 Revision)  
8335-7

Mr. B.F. Newman,  
General Chairman,  
United Transportation Union (T),  
63 Nelson Avenue,  
North Bay, Ontario

Dear Mr. Newman:

This will serve to confirm the understanding reached between you and myself concerning the letter of understanding establishing pool through freight crew service - north of Englehart.

Effective on February 13, 1972, a five (5) crew pool through freight service will be set up and work north of Englehart. It is understood that if a train is cancelled, the crew affected will be placed in the next regular turn. (If a train were run as an extra service to suit operating circumstances such as an advance 223 the regular crew in standing for that turn would be called). All regular through freight trains except No. 209 will be manned from pool freight service. All other necessary requirements will be manned from the trainmen's spareboard and classed conductors supplied as outlined in the contract.

It is understood that if extra service is required and there are no spare men available, Rule 25.4 will apply.

No reduction will be made to the number of crews in the freight pool insofar as mileage regulations are concerned, until it is mutually agreed that the mileage will fall below the minimum guaranteed mileage as outlined in Rule 8.1 (A). It is understood that both parties to the agreement will closely follow the mileage earnings of the pool in order that no payment will be necessary under Rule 8.1(A). In the event that it is necessary to reduce the number of crews, a new appendix

shall be drawn up as mutually agreed between the U.T.U.(T) and the office of the Superintendent of Train Operations or failing this the positions will again, revert to unassigned freight service on a first in, first out basis.

It is understood that Schedule conditions referring to unassigned freight trainmen will apply, except as outlined above, and it is further understood that crews at distant terminals, except in emergencies, will normally return to Englehart on regular scheduled services.

In the event that new regular through freight trains are established, new regard will be given by both parties to adding such trains to a new appendix.

The above arrangements may be terminated on a thirty (30) day notice by either party.

Yours very truly,  
G.T. Nudds,  
Supt. of Train Operations.  
I Concur:  
B.F. Newman  
General Chairman,  
United Transportation Union.

Englehart, Ontario  
July 11, 1991  
8335-7

Mr. K.L. Marshall,  
General Chairman,  
U.T.U.,  
c/o Yard Office,  
North Bay, Ontario  
RE: Discount Meals

A 50% discount will be allowed on dining car meals on the following trains only:

- 1) No. 121-221/422-222 (Northlander)
- 2) No. 421-622 (Mixed)
- 3) No. 423-624 (Excursion)

Counter cheques must be signed by each individual employee.  
This arrangement will remain in effect until otherwise advised.

D. K. Hagar  
Superintendent of Train Operations.

Englehart, Ontario  
July 20, 1993

In reference to that part of the Transfer Agreement between ONTC and UTU/CNR and ONTC and B of LE/CNR, providing for "entitlement to terminal work time lost."

An agreement has been reached this 20th day of July 1993, in that "Terminal work lost time, lost by the run through of existing Freight Service, will be maintained for any of the employees involved with this service on the date of transfer".

"Employees affected will be paid a total of one (1) hour and forty-five (45) minutes terminal work lost time."

The effective date of this agreement will be the date of transfer of the North line to ONTC.

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Canadian National  
Railway Employees  
(B of LE, UTU)  
Transferring to  
Ontario Northland  
Transportation Commission

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Superintendent of  
Train Operations  
Ontario Northland  
Transportation  
Commission

May 3, 1994  
8335-7

Mr. K. L. Marshall  
General Chairperson  
United Transportation Union (T)  
82 Labreche Drive  
North Bay, Ont P1A 3R5

Dear Mr. Marshall:

This will amend Appendix "D" of the understanding between G.T. Nudds and B.F. Newman dated September 21, 1976, concerning reducing crews or adding crews, through freight service, Temagami Subdivision.

### **Appendix "D"**

#### **Reducing Crews:**

1. Checks will be continued as in the past on a fifteen and sixteen day basis.
2. Mileage of all crews in the list in the current checking period and previous checking period will be totalled and divided by the total number of crews currently on the list to arrive at an average figure for reduction.
3. If the average mileage of such crews computed as above is less than 4200 miles, then the list will be reduced.

It is understood that if the officer in charge of the list can show that the reduction in mileage was caused by interruptions to normal service that will not occur in the next fifteen days, then the list will not be reduced unless it can be shown that the average would again fall below 4200 miles.

It is further understood that this averaging will have no effect on individual crew earnings under Article 8 and will in no manner affect such guarantee.

#### **Adding Crews:**

1. The same check shall be used in a similar manner to add crews.

2. A crew will be added only when it can be shown by such averaging that all crews presently on the working list can earn 4200 miles plus 4200 miles for the additional crew.

3. When an additional crew is to be added, it will be placed on the list when the bulletin closes for such additional crew.

Yours very truly,

J. L. Thib  
Superintendent Train Operations.

I Concur:  
K. L. Marshall  
General Chairperson  
United Transportation Union

August 16, 1994

8335-7

Mr. K.L. Marshall

General Chairperson

United Transportation Union (T)

82 Labreche Drive

North Bay, Ont P1A 3R5

Dear Mr. Marshall:

This will replace the letter of understanding between J.L. Thib and K.L. Marshall dated August 27, 1993, concerning establishing a pool through freight crew service - north of Englehart.

Effective on February 13, 1972, a pool crew through freight service will be set up and work north of Englehart. It is understood that if a train is cancelled, the crew affected will be placed in the next regular turn. All regular through freight trains will be manned from pool freight service. All other necessary requirements will be manned from the trainmen's spareboard and classed conductors supplied as outlined in the contract.

It is understood that if extra service is required and there are no spare men available, Rule 25.4 will apply.

No reduction will be made to the number of crews in the freight pool insofar as mileage regulations are concerned, unless the average mileage of crews presently working falls below 4,200 miles, then the crews will be reduced. In the event that it is necessary to reduce the number of crews, a new appendix shall be drawn up as mutually agreed between U.T.U.(T) and the office of the Superintendent Train Operations or failing this the positions will again revert to unassigned freight service on a first in, first out basis.

If the average mileage of crews presently working is 4,200 miles plus an additional 4,200 miles for another crew, a crew will be added to the list.

It is understood that Schedule conditions referring to

unassigned freight trainmen will apply, except as outlined above, and it is further understood that crews at distant terminals, except in emergencies, will normally return to Englehart on regular scheduled services.

In the event that new regular through freight trains are established, new regard will be given by both parties to adding such trains to a new appendix.

The above arrangements may be terminated on a thirty (30) day notice by either party.

Yours truly,

J. L. Thib

Superintendent Train Operations.

I Concur:

K. L. Marshall,

General Chairperson

United Transportation Union (T)

December 20, 1995

Mr. K. L. Marshall,  
General Chairperson,  
United Transportation Union (T),  
North Bay, Ontario

Dear Mr. Marshall:

This letter is in reference to our discussions during the recent round of negotiations with respect to the incidental movement of equipment by Mechanical Department employees in and around the shop area in Cochrane when their track mobile is temporarily out of service.

During these negotiations, the parties agreed to define the process by which Mechanical Department employees could perform incidental movements in Cochrane when their track mobile is temporarily out of service.

Accordingly, the following will apply:

1. Mechanical Department employees would only use a locomotive to move equipment when no yard crews are on duty.
2. Mechanical Department employees would only use a locomotive on an incidental basis when there is no other means of moving equipment.
3. In any case, switching movements will only be performed within existing shop track limits unless mutually agreed to.

If you concur, please sign where indicated.

J. L. Thib  
Superintendent Train Operations

I Concur:

K. L. Marshall  
General Chairperson  
UTU Local 1161

## APPENDIX A

With the signing of this agreement the mileage for the crews on Thru-Freight Temagami Subdivision will be governed as follows:

Each crew will be guaranteed a minimum of 4300 miles per booking period of the Conductor who holds the permanent assignment at the beginning of his/her period.

This is done on a per trip basis.

For example in April, 1999, we know, based on a guarantee of 12 trips per week, 52 trips for the month ( $4300 \times 4 = 17,200$  divided  $52 = 330$ ) each tour of duty is entitled to a guarantee of 165 miles per tour of duty.

Using this same formula for a month with 30 days, five of which are Sundays, ( $4300 \times 4 = 17,200$  divided by 50 - 344 miles) each tour of duty is entitles to a guarantee of 172 miles per tour of duty.

The amount can be entered into the computer system and would appear as a default minimum amount for the employee on Thru-Freight Temagami Subdivision.

November 21, 1996

8000-69

8304-02

Mr. K.L. Marshall

General Chairperson

United Transportation Union,

82 Labreche

North Bay, Ont P1A 3R5

Dear Mr. Marshall:

RE: Employment Security & SUB Benefits under Conductor Only

In the application of the Supplementary Unemployment Benefit Plan (SUB) described in Clause 7 of the Conductor Only Memorandum of Agreement, as well as the provisions of Article 53A, the following provisions will prevail in addition to those conditions already specified in Article 53A of Collective Agreement No. 10:

- 1) Depending on location, employees in receipt of benefits under Article 53 A of the Collective Agreement or Clause 7 of the Conductor Only Agreement, will be required to contact, by telephone or in person, the Trainmaster in Englehart, for those scheduled from Englehart, or the Yard Co-Ordinator in North Bay, for employees scheduled out of North Bay, Monday through Friday between 1300 and 1400 hours to determine if they stand for work.
- 2) Should an employee be unable to contact the above designated position, a message must be left in the respective office.
- 3) In situations where vacancies are known outside the hours of 1300 to 1400 hours, the Company will endeavour to contact the employee.
- 4) In situations where the employee fails to make contact or leave a message with the above designated position, the employee will forfeit his/her entitlement to benefits under

Article 53A of Agreement No. 10 and Clause 7 of the Conductor Only Agreement.

- 5) Employees under Collective Agreement No. 10 who are collecting Employment Security Benefits (Article 53A) or SUB benefits (Clause 7) and are fulfilling their call-in requirements will be entitled to health and welfare benefit coverage as if an active employee.

The provisions of this understanding will be effective upon the implementation of the Conductor Only agreement.

Yours truly,

Jerry D. Knox

Director Human Resources

I Concur:

K.L. Marshall

General Chairman

United Transportation Union

November 25, 1996

Mrs. Terry Mongeon

Coverage Officer

Coverage and Premium Policy Division

140 Promenade Du Portage

October 12, 1994

Dear Mrs.Mongeon:

RE: SUPPLEMENTARY UNEMPLOYMENT BENEFIT (SUB)  
PLAN between Ontario Northland Transportation  
Commission and the United Transportation Union

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This letter represents a joint request for the approval of a recently negotiated Supplementary Unemployment Benefit (SUB) Plan concerning the implementation of Conductor Only Train Crew.

Clause 7 of the attached Memorandum of Agreement describes the details of our negotiated settlement. Due to the nature of our rail business, the intent of this SUB Plan is to provide benefit coverage for employees who are laid off for temporary periods of time.

It is our belief that this agreement complies with conditions pursuant to the U.I. Regulations.

We request that this plan will be approved as quickly as possible. Should there be any questions please contact either of us.

Yours truly,

Lloyd Marshall  
General Chair  
United Transportation Union  
705-497-3526

Jerry Knox  
Director Human Resources  
705-472-4500, ext.202

## **Letter of Understanding Ordering Time Window for Train 151**

It is agreed between the Company and UTU that the following will apply with respect to the ordering time of Train 151.

1. In the event that Train 151 is ordered at 2300 or later, the scheduled crew will be called and they will work North Bay to Englehart where they will yard their train and assemble Train 250, if required and time on duty permits, before going off duty.
2. The regular crew will then be deadheaded home by taxi, passenger train or on Train 250.
3. If required, 111's scheduled crew will be ordered from North Bay at the appropriate time to deadhead to Englehart by taxi to take Train 250 back to North Bay. 111 will then operate with a spare crew.
4. This letter may be cancelled by either party upon 15 days notice.

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J. L. Thib  
Chief Transportation  
Officer  
ONTC

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P. G. Koning  
General  
Chairperson  
UTU

## Letter of Understanding

Scheduled Through Freight Operation – Temagami Subdivision  
It is agreed between the Company and UTU that the following will apply with respect to Through Freight Operations on the Temagami Subdivision.

1. 12 Trains per week will be scheduled for 4 crews with a minimum number of 165 miles per tour of duty. In the event of a short month any crew that is not scheduled for 4300, miles will be topped up to 4300 as per the North Bay Bypass Agreement
2. The schedule will be as outlined in Appendix A
3. If any of the scheduled trains are cancelled, the crews will be paid and rotated as if they had worked.
4. If any trains are operated in addition to the scheduled ones, they will be manned with spare crews, with the exception of the recrew of 151's train under the "Ordering Time Window for 151" letter of understanding.
5. If additional trains are operated on a regular basis they will be incorporated into the schedule.
6. Schedule conditions governing unassigned Conductors will apply except as outlined above.
7. This letter may be cancelled by either party on 15 days notice.



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J. L. Thib  
Chief Transportation  
Englehart

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P. G. Koning  
General Officer Chairperson  
UTU Local 1161

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