

AGREEMENT NO. 6

COLLECTIVE AGREEMENT

between

ONTARIO NORTHLAND RAILWAY

and

**INTERNATIONAL BROTHERHOOD OF
ELECTRICAL WORKERS
SYSTEM COUNCIL NO. 11**

Expires December 31, 2010
03016 (10)

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ARTICLE 1

Seniority Status and Lists

1.1 A complete list of all employees covered by this Agreement, showing name, seniority date, and ranking in each group in which an employee holds seniority shall be compiled at the beginning of each year. Such lists will be posted at the headquarters of employees concerned, and copies will be furnished the Local Chairman and General Chairman or designate. This list shall be open for correction for a period of 90 days and a seniority date not protested within 90 days from its first posting on the seniority list will be considered permanently established.

1.2 Except as provided in Article 1.3, seniority of an employee promoted to a higher classification is established only at the time he/she is assigned by bulletin to a permanent position in such higher classification and shall begin on the specified closing date of the bulletin advertising the position. When two or more employees are promoted to a higher classification on the same bulletin, their relative rank in the lower classification shall govern their rank in the higher classification.

1.3 Seniority as Signal Foreman shall be established on temporary appointments to such positions.

1.4(a) Not less than ten working days' advance notice will be given when regularly assigned positions are to be abolished except in the event of a strike or a work stoppage by employees in the railway industry, in which case, a shorter notice may be given.

(b) An employee affected by staff reductions may exercise his/her seniority to displace a junior employee in his/her group or a junior employee in a lower seniority group. If he/she elects to displace in a lower seniority group, he/she will forfeit his/ her seniority in all higher groups than the one into which he/she elects to displace.

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

(d) Unless mutually arranged between the employee and his/her immediate supervisor, an employee who has signified his/her intention to displace a junior employee shall forfeit his/her seniority, and his/her name shall be removed from the seniority list if he/she fails or refuses to commence work on the position he/she has chosen within 20 calendar days of making his/her choice. An employee who is unable to hold work on the system will be laid off.

1.5 When employees, laid off by reason of force reduction, desire to retain their seniority rights, they must file their address with the officer notifying them of the reduction, and failing to do so or to return to the service within 10 days after being so notified, they will forfeit all seniority rights unless they are prevented from returning by personal sickness or injury or when granted leave of absence under the provisions of this Agreement, except that 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 90 days in which to report, providing that it is definitely known that the duration of the work will not exceed 90 days, that other laid off employees in the same seniority group are available and that written application is made to his/her superior officer immediately upon receipt of notification to resume duty, with a copy to the Local Chairman.

1.6 Employees assigned to temporary service or to relief work in a regular position shall, when released, return to their former position unless they have been the successful applicant to another position in the meantime.

1.7(a) Employees accepting official positions with the Railway prior to December 31, 1978, or who are elected as full-time representatives of the employees shall retain their seniority rights and continue to accumulate seniority while so employed.

(b) Employees promoted to non-schedule, official, or excluded positions subsequent to January 1, 1979, shall continue to accumulate seniority for a period of two consecutive years. Following this two-year period in such capacity, such employee shall no longer accumulate seniority but shall retain the seniority rights already accumulated up to the date of his or her promotion.

(c) Employees referred to in Clauses (a) and (b) above, when released from excepted employment, except at their own request, may exercise displacement rights as provided in this Agreement. Employees returning at their own request may exercise their seniority rights **only** by bidding on vacancies or new positions.

(d) An employee required to **fill** an **official** or excepted position on a temporary basis for a period not exceeding one year, when released, will return to his/her regular position unless it has been **abolished** or **filled** by a senior employee in the exercise of displacement rights, in which event, the returning employee **will** also exercise his/her displacement rights.

1.8 Employees leaving the service of the Railway when their services are required **will**, in the event of re-employment, rank as new employees.

1.9 A new employee shall not be regarded as permanently employed until he/she has accumulated 125 working days' service in the preceding 12 months. In the meantime, unless removed for cause which, in the opinion of the Railway, renders him/her undesirable for its service, the employee shall be regarded as coming within the terms of this Agreement.

1.10(a) Employees accepting positions in the exercise of their seniority rights will do so without causing extra expense to the Railway and **will** not be **allowed** time for travelling. They **will** be **allowed** free transportation for themselves, the dependent members of their families, and their household effects when it does not conflict with the law.

(b) Employees transferred by direction of the management to positions which necessitate a change of residence will receive free transportation for themselves, dependent members of their families, and household goods when it does not conflict with the law, and **will** suffer no loss of time in consequence thereof; such loss of time not to exceed two days unless otherwise specially arranged.

1.1 ■ Employees who, on account of particular qualifications, are selected for special work in connection with signal maintenance or construction **shall** retain their seniority rights in their respective classes while employed on such special work.

1.12 For seniority purposes, classes will be ranked as follows:

1. Signal Forman
2. Signal Technician
3. Signal Testman
4. Leading Signal Maintainer
5. Signal Maintainer
6. Signal Apprentice
7. Signal Helper

ARTICLE 2

Promotion

2.1 Employees will be promoted in each of the classes enumerated in Article 1.12 in order of seniority provided they are qualified except that promotions of qualified applicants to positions of Signal Technician or Asst. Signal Technician shall be on the basis of Signal Maintainer/Signal Mechanic seniority.

2.2 Employees will be advised within 15 days of all vacancies or new positions. Applications made within 10 calendar days will be considered.

2.3 A new position or vacancy expected to be in existence in excess of 60 days but not more than one year will be bulletined as temporary. When it is known that a position which has been bulletined as temporary will exceed one year, it will be bulletined as permanent, except when such position or vacancy is due to the medical disability of the regular incumbent.

If a temporary vacancy exists due to the medical disability of the permanent incumbent for a period of more than one year, the General Chairman and or designate and the proper officer of the Company will meet to discuss the proper action that should be taken in each case.

2.4 Temporary vacancies for Maintainers or Mechanics of less than 60 days' duration shall not be advertised and senior employees at the affected location, if qualified, shall have the right to relieve in such temporary vacancies. If the vacancy is not filled in this manner, the junior qualified employee at that location will be required to protect the vacancy.

2.5 In the event that no applications are received for any temporary or permanent vacancy bulletined in accordance with Articles 2.2 and 2.3, for the position of Signal Maintainer, the junior qualified employee will be promoted to fill the position and must accept such appointment or be removed from the service. If more than one position is involved, the next junior employee or employees in ascending order of seniority will be promoted.

NOTE: For temporary assignments reasonable expenses will be allowed.

ARTICLE 3

Work Week and Rest Days

3.1 The term "work week" for regularly assigned employees shall mean a week beginning on the first day of which the assignment is bulletined to work; and is recognized as the period from midnight on Saturday to midnight on the immediately following Saturday.

3.2 Employees, except those employees subject to Article 8, shall be assigned ~~two~~ rest days in each seven. The rest days shall be consecutive as far as is possible consistent with the establishment of regular relief assignments and the avoidance of working an employee on an assigned rest day. Preference shall be given to Saturday and Sunday and then to Sunday and Monday. The work weeks may be staggered in accordance with the Railway's operational requirements.

3.3 In any dispute as to the necessity of departing from the pattern of two consecutive rest days or for granting rest days other than Saturday and Sunday or Sunday and Monday, to employees covered by Article 3.2, it shall be incumbent on the Railway to show that such departure is necessary to meet operational requirements and that otherwise additional relief service or working an employee on an assigned rest day would be involved.

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

days so accumulated shall be allowed consecutively when five days have been accumulated, except that the accumulation of a greater number of rest days and their allowance at longer intervals may be arranged by mutual agreement between the officers of the Railway and the General Chairman and or designate. Bulletins covering such positions will show the number of the rest days to be accumulated and the arrangement for allowing such days.

3.5 Non-consecutive Rest Days

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

- (1) All possible regular relief positions shall be established pursuant to Article 3.6.
- (2) Possible use of rest days other than Saturday, Sunday or Monday, where these may be required under this Agreement, to be explored by the parties.
- (3) Accumulation of rest days under Article 3.4 shall be considered.
- (4) Other suitable or practicable plans which may be suggested by either of the parties shall be considered and efforts made to come to an agreement thereon.
- (5) If the foregoing does not solve the problem, then some of the relief employees may be given non-consecutive rest days.
- (6) If after all the foregoing has been done there still remains service which can only be performed by requiring employees to work in excess of five days per week, the number of regular assignments necessary to avoid this may be made with two non-consecutive days off.
- (7) The least desirable solution of the problem would be to work some regular employees on the sixth and seventh days at overtime rates and, thus, withhold work from additional relief employees.

3.6 Relief Assignments

- (1) **All** possible regular relief assignments with five days' work per week and two consecutive rest days (subject to Article 3.5) shall be established to perform necessary relief work or to perform relief work on certain days and such types of other work on other days as may be assigned under individual Agreements.
- (2) Where situations exist making it impracticable to establish relief assignments in accordance with the above, the officers of the Railway and the General Chairman and or designate may, by mutual agreement, arrange for relief assignments on such other basis as may be suitable. Consent to such proposed arrangement shall not be unreasonably withheld in cases where otherwise employees would be required to work on assigned rest days or unreasonable travel time would be involved.
- (3) Regular relief assignments may on different days have different starting times, duties, and work locations, provided such starting times, duties, and work locations are those of the employee or employees relieved.

3.7 Where work is required by the Railway to be performed on a day which is not part of any assignment, it may be performed by an available unassigned, laid off, or new employee who will otherwise not have 40 hours of work that week. In all other cases **by** the regular employee.

ARTICLE 4

Hours of Work and Meal Periods

4.1(a) Except as otherwise provided, eight consecutive hours, exclusive of meal period, shall constitute a day's work. Four (10) hour work days at straight time rates may be arranged if mutually agreed between the Company and the Union.

(b) Except as may be otherwise arranged locally, the meal period shall not be less than 30y minutes or more than one hour.

The meal period shall be exclusive of the time required to travel to and from meal location.

4.2 The working hours for day duty will commence at or between 7:00 a.m. and 8:00 a.m. When conditions make it necessary to work more than one shift, the hours of duty may be arranged to conform with the requirements; provided that not more than eight consecutive hours, exclusive of meal period, will constitute a day's work and that the first shift will commence at or between 7:00 a.m. and 8:00 a.m. Where mutually agreed between representatives of the Railway and the employees, working hours may be otherwise arranged to meet local requirements.

4.3 The meal period will be between the ending of the fourth hour and the beginning of the seventh hour after starting work, unless otherwise mutually agreed upon. If the meal period is not accorded within such time limit and is worked, it will be paid for at pro rata rate and 20 minutes will be allowed for meal, without deduction in pay, at the first opportunity.

4.4 When eight hours of continuous service are required in regular operations, 20 minutes will be allowed for meal commencing in the fifth hour of service without loss of pay when nature of service permits.

4.5 When there is a change in work assignment and an employee is required to overnight away from home, he/she will be given a minimum of 24 hours notice except in emergent situations.

ARTICLE 5

Overtime and Calls

5.1 Except as otherwise provided, when employees are required to work in excess of eight hours per day, they will be paid overtime on the actual minute basis at the rate of time and one-half.

5.2 Except as otherwise provided in Article 8, work in excess of 40 hours straight time hours, or five days in any work week shall be considered overtime and paid at the rate of time and

one-half time except where such work is performed by an employee due to moving from one assignment to another, or to or from a laid off list, or where rest days are being accumulated under Article 3.4.

5.3 There shall be no overtime on overtime; neither shall overtime hours paid for, other than hours not in excess of eight paid for on general holidays or for changing shifts, be utilized in computing the 40 hours per week, nor shall time paid for in the nature of arbitraries or special allowances such as attending court, deadheading, travel time, etc., be utilized for this purpose, except when such payments apply during assigned working hours in lieu of pay for such hours, or where such time is now included under existing rules in computations leading to overtime.

5.4 Except as otherwise provided, an employee called in case of an emergency or a temporary urgency outside of his/her regular assigned hours, after having been relieved, will be paid minimum of three hours pay at overtime rates for which three hours of service may be required, but for such minimum will not be required to perform work other than that of the emergency, and possibly another emergency which might arise subsequent to the time of the call. If, however, employees are called to commence work less than three hours before regular starting time, the time will be computed continuously with the regular day's work and the time before the regular starting time will be paid for at the rate of time and one-half time on the minute basis.

5.5 Employees, if required to work on regularly assigned rest days, except when these are being accumulated under Article 3.4, shall be paid at the rate of time and one-half time on the actual minute basis, with a minimum of three hours at overtime rates for which service may be required up to three hours.

5.6 Employees will not be required to suspend work in regular hours to equalize overtime.

5.7 The calling procedure for overtime shall be as follows:

Overtime calls for Signal Technicians:

- (1) Signal Technician according to their assigned territory.

- (2) Signal Technician assigned to the adjacent assigned territory.
- (3) Senior Signal Maintainer qualified to perform Signal Technician work.

Overtime calls for Signal Maintainers:

- (1) Maintainer assigned to the territory.
- (2) Maintainer assigned to the adjacent territory.
- (3) Seniority by classification.

Employees going on vacation will only be entitled for overtime calls on the rest days immediately prior to their vacation dates and not on the rest days prior to them returning from vacation.

Employees who are temporarily assigned to gang work on other than their regularly assigned territory will be called for emergency overtime work on their regularly assigned territory when they are in a position to respond to such calls within a reasonable time frame. Otherwise, the maintainer assigned, on a temporary basis to cover such territory will be called. The Superintendent Signals to be the judge in such cases.

5.8 Overtime Banking

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

- ★ The half time associated to overtime may be banked up to a total of 24 hours per calendar year. This limit may be replenished throughout the year.
- ★ Banked time must be taken in full day increments or the employee may elect to receive the pay.
- ★ Employees must have cleared or be scheduled to clear their hours account by December 15th. If the account is not cleared then the employee will be paid the balance in cash.
- ★ Payment will be based on the current rate of pay at the time the banked time is used.

- ★ Time off must be requested in advance, unless bona fide illness. (Company will monitor)
- ★ Time off will be subject to Company service requirements and no additional cost to the Company.
- ★ Implementation of the Overtime Banking arrangement will be subject to the development of an appropriate computer system.

ARTICLE 6

Travelling or Detained for Conveyance

6.1 Time waiting and travelling outside of assigned hours will be paid for at pro rata rates except that time spent travelling in or on Company work vehicles (including track motor cars, signal vehicles, and employees' automobiles when authorized) will be considered as time worked.

6.2 Employees when travelling in their regular boarding and sleeping cars between 6:00 a.m. and 10:00 p.m., on regularly assigned rest days or holidays specified in Article 14, will be allowed straight time. When practicable to do so, boarding and sleeping cars will be moved at other times than between the hours of 11:00 p.m. and 6:00 a.m.

ARTICLE 7

Expense and Meal Allowances

7.1 Where employees regularly leave and return to their headquarters or boarding car daily, expenses shall not be allowed for noonday lunch.

7.2 Employees taken off their assigned territory or regular boarding outfits and employees who do not regularly return to headquarters each night, shall be allowed a per diem amount of \$100.00 in 2008, \$103.00 in 2009, and \$106.09 in 2010 for meals, lodging and travel. Daily meals shall be as per Company Policy.

7.3 When meals are supplied by the Company in boarding cars or outfits, the charge for same will be \$1.00 per meal. This will not apply to employees paid expenses in hotels/motels.

7.4 Employees boarding in Railway or contractor's outfits shall not be required to pay for meals while on leave of absence, when absent from outfits on duty or on account of sickness, or when permitted to go home for the weekend and absent for two or more consecutive meals, but in the latter case, 48 hours' notice must be given to those in charge of outfits of intent to be absent from such meals.

7.5 When it can be done without in any way interfering with the work, employees shall be permitted to take meals at their home. In such cases, no charges for meals shall be made. When meals are so taken, employees must give *two* day's notice to the employee in charge of the boarding car.

ARTICLE 8

Monthly Allowances

8.1 In view of the intermittent character of the work of certain Signal Technicians, Signal Maintainers, Assistant Signal Maintainers, Apprentices and Helpers, and in lieu of any overtime pay which they may earn except as provided below, they shall be allowed 179.3 hours per four-week period comprised of 160 hours at straight time and 19.3 hours at time and one-half. If required to work in excess of 179.3 hours per four-week period, such hours shall be paid for as follows:

Actual overtime hours worked in excess of 160 hours will be accumulated over a 12-week period.

If these overtime hours worked exceed 57.9 (comprised of 19.3 hours x 3 four week periods), such additional hours worked in excess of 57.9 will be paid for at the rate of time and one-half at the conclusion of the 12-week period.

NOTE: Should an employee take a position paid on the basis of this Rule 8.1, and remain on such position for a period of less

than 12 weeks, the period so engaged will be recognized as the accumulation period for that employee. In such circumstances, overtime compensation will be calculated in relation to the total overtime hours worked pro-rated over the number of weeks actually engaged during the 12-week period. This does not apply to employees who work for less than one week.

8.2 If required by order or in an emergency to work in excess of 179.3 hours, exclusive of time occupied in travelling, overtime rates will be paid for such excess time worked.

8.3 When work is planned in advance requiring employees to work on call days or in excess of eight hours per day on an assigned work day, such work shall not be considered emergency work and will not be included in the four-week guarantee.

8.4 Employees called to work on other than their assigned territory outside of their assigned hours due to the signal employees on the other territory being absent from duty with proper authority and no relief supplied, or to augment the signal staff on the other territory, will be paid overtime rates for such time apart from the 179.3 hours per four-week period.

8.5 Employees covered by this Article 8 shall be assigned one regular rest day per week, Sunday if possible, and service on such assigned rest day shall be governed by Article 5.5. Hours paid on such assigned rest days shall not be included in computing the 179.3 hours per four-week period after which overtime rates apply.

8.6 Such employees shall be assigned one call day per week, and one rest day per week, either of which may be Saturday or Sunday except at locations where more than one shift is required the call day and rest day will be consecutive. Emergency service on such days will be paid for as follows:

- a) **Call Day** - Will protect emergency calls on their own territory, such work to be covered by the 179.3 hours. Employees will be available for emergency calls on their call days unless they make suitable arrangements with their supervisor for the protection of their territory without involving additional expense to the Company and so advise the Train Dispatcher.

- b) Rest Day - Not subject to call. However, will be called and if available will be paid at the rate of one and one-half times the straight time rate on the minute basis with a minimum of three hours for which service may be required up to three hours.
- c) On territories where conditions warrant, other mutually satisfactory arrangements may be agreed upon in writing between the Signal Superintendent and the accredited representative of the employees.

8.7 Except on assigned rest days, such employees shall not absent themselves from their assigned territory during the regular working hours without permission, and when absent from regular place of call after regular working hours, they will notify the Agent, Operator, Train Dispatcher, or Chief Rail Traffic Controller as appropriate.

8.8 Holiday Pay for **179.3** Hour Employees

No work performed on General Holiday

- a) When a General Holiday falls on a regular work day or on a call day (6th day) and the employee is not subject to call and does not work on that day, such employee is credited with 8 straight time hours for the holiday not worked, which time is included in making up the 179.3 hours.
- b) When a General Holiday falls on a regular work day or on a call day (6th day) and the employee is subject to call and is available to work on that day, such employee is allowed 8 straight time hours for the holiday not worked over and above the 179.3 hours.

Work Performed on General Holiday

- c) When a General Holiday falls on a regular work day or on a call day (6th day) and the employee works on that day, such employee is credited with actual hours worked, with a minimum of three hours at the rate of time and one-half, which time is included in making up the 179.3 hours. In

addition, the employee is paid eight straight time hours for the holiday over and above the 179.3 hours.

- d) When called to perform planned work, or to perform work off his/her assigned territory on a General Holiday, the employee shall be allowed actual hours worked at the rate of time and one-half with a minimum of three hours, over and above the 179.3 hours. In addition, the employee shall be allowed eight straight time hours for the holiday over and above the 179.3 hours.
- e) The General Holiday compensation provided for in this Article 8.8 supersedes the corresponding provision of Article 14.

8.9 Broken Time for 179.3 Hour Employees

Broken time for employees compensated on the basis of 179.3 hours per four-week period shall be based on 47.25 straight time hours per week. In the event an employee is off duty without pay, he/she shall have deducted from his/her wages 8.6 hours for each regular work day off duty and 4.25 hours for each call day off duty.

8.10 Signal Employees Working as Testmen

- a) Signal employees working as signal testmen shall be considered as 40-hour per week employees and shall be covered by the provision of Article 4.
- b) Employees working as signal testmen, if required to work in excess of eight hours on a regular work day or to work on a rest day, shall be compensated in accordance with Article 5.

ARTICLE 9

Discipline and Grievances

9.1(a) An employee having six months or more seniority will not be disciplined or discharged until he/she has had a fair and impartial investigation. Investigations will be held as quickly as possible.

(b) 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 fellow employee, other supervisor, or Union representative shall not be in attendance. This provision will not operate to extend the one year period for clearing of previous demerit marks. Interaction management discussion forms will not be placed on employee files.

9.2 An employee may be held out of service with pay pending the complete investigation and notice provided to the Local Chairperson. He/she will be given at least one day's notice of the investigation and notified of the charges against him/her. However, an officer who may be on the grounds when the cause for investigation occurs may hold an immediate investigation.

9.3 An employee may, if he/she so desires, have the assistance of a fellow employee and/or an accredited representative of the Union at the investigation. The employee or his/her Union representative shall be given a copy of the employee's statement and on request copies of all evidence taken.

9.4 An employee will not be held out of service pending the rendering of a decision, except in the case of a dismissible offence. The decision will be rendered as early as possible, but not later than 28 calendar days from the date the statement is taken from the employee being investigated.

9.5 If the decision is considered unjust an appeal may be made in writing within 28 calendar days in accordance with the grievance procedure under Article 9.9. Such appeal shall set forth the grounds upon which it is made. Appeals with respect to dismissal or suspension should be submitted directly to Step 3 of the grievance procedure. On request, the Assistant General Chairman and or designate shall be shown all evidence of record in the case.

9.6 Should an employee be exonerated, he/she shall be paid at schedule rates for time lost, if any (one day for each 24 hours), less any amount earned in other employment. If away from home he/she shall, on production of receipts, be

reimbursed for reasonable expenses incurred in connection with the investigation.

9.7 When discipline is recorded against an employee he/she will be advised.

Grievances

9.8 Any complaint raised by an employee concerning the interpretation, application, or alleged violation of this Agreement or an appeal by an employee that he/she has been unjustly disciplined, shall be processed in accordance with the grievance procedure as set forth under Article 9.9.

9.9 Grievances shall be processed as follows:

Step 1

Within 15 calendar days from the cause of the grievance, the employee and/or the Assistant General Chairman and or designate may present the grievance in writing to his/her immediate supervisor, who will give a decision as soon as possible, but in any case, within 15 calendar days of receipt of grievance.

Step 2

Within 28 calendar days of receiving a decision under Step 1, the Assistant General Chairman and or designate may appeal in writing to the Chief Engineer, Facilities Maintenance. A decision will be rendered within 28 calendar days of receipt of appeal.

Step 3

Within 45 calendar days of receiving decision under Step 2, the Assistant General Chairman and or designate may appeal to the President. A decision will be rendered within 45 calendar days of receipt of appeal.

The appeal shall include a written statement of the grievance and where it concerns the interpretation of alleged violation of the Collective Agreement, the statement shall identify the Article and paragraph of the Article involved.

9.10 The settlement of a dispute shall not under any circumstances involve retroactive pay beyond a period of 45 calendar days prior to the date that such grievance was submitted at Step 1 of the Grievance Procedure.

9.11(a) Where a grievance is not progressed within the prescribed time limits the grievance will be considered to have been dropped.

(b) Except as provided in Article 9.11(c), where a decision is not rendered by the appropriate officer of the Company within the prescribed time limits the grievance may be processed to the next step in the grievance procedure.

(c) When the appropriate officer of the Company fails to render a decision with respect to a claim for unpaid wages within the prescribed time limits, the claim will be paid. The application of this rule shall not constitute an interpretation of the Collective Agreement.

9.12 Time limits as provided under this Article may be extended by mutual agreement in writing.

ARTICLE 10

Final Settlement of Disputes

10.1 A grievance concerning the interpretation or alleged violation of this Agreement, or an appeal by an employee that he/she has been unjustly disciplined or discharged, and which is not settled at the highest level of the grievance procedure, may be referred by either party to a single arbitrator for final and binding settlement without stoppage of work.

10.2 A request for arbitration must be made in writing by either party to the other within 28 calendar days following the decision rendered at Step 3 of the Grievance Procedure.

10.3 The party requesting arbitration shall submit with its request the names of three arbitrators. If the other party does not agree to one of the nominees so proposed, it shall within 28 calendar days from receipt of such request submit to the other party a further list of three arbitrators. If the parties still cannot

agree upon the arbitrator to be appointed, the Minister of Labour shall be requested to select an arbitrator and his/her selection shall be final.

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

10.5 Disputes arising out of proposed changes in rates of pay, rules or working conditions, modifications in, or additions to the scope of this Agreement are specifically excluded from the jurisdiction of the arbitrator, and he/she shall have no power to add to or subtract from, or modify any of the terms of this Agreement.

10.6 The hearing shall be held by the arbitrator in the offices of the Company at North Bay, Ontario unless the arbitrator deems it advisable because of special circumstances to hold the hearing elsewhere.

10.7 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.

10.8 The time limits as provided herein may be extended by mutual agreement.

ARTICLE 11

Attending Court or Investigation

11.1 Employees attending court or investigation at the request of the proper officers of the Railway will be paid at schedule rates for each day lost and reasonable expenses actually incurred while away from home. This will not apply where employees are required for examination for promotion, disability, to meet legal requirements, or in connection with irregularities for which they are found to be responsible. Any fee or mileage accruing will be assigned to the Railway.

ARTICLE 12

Leave of Absence and Transportation

12.1 Leave of absence and free transportation will be granted to members of duly appointed Committees for the adjustment of matters in dispute between the Railway and the employees within 10 days after request in writing has been made to the proper officer.

12.2 Opportunity and free transportation will be given to employees for getting to their place of residence at weekends when such leave will not interfere with the prosecution of the work.

12.3 Employees will be granted leave of absence and passes, or reduced rates, in accordance with the current general regulations or practice of the Railway.

ARTICLE 13

Annual Vacations

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

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

NOTE 1: An employee covered by Clause (b) hereof, will be entitled to vacation on the basis outlined therein if, on his/her fourth or subsequent service anniversary date, he/she achieves 1,000 days of compensated service; otherwise his/her vacation entitlement will be calculated as set out in Clause (a) hereof. Any vacation granted for which the employee does not subsequently qualify will be deducted from the employee's vacation entitlement in the next calendar year. If such employee leaves the service for any reason prior to his/her next vacation, the adjustment will be made at time of leaving.

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

NOTE 2: An employee covered by Clause (c) hereof, will be entitled to vacation on the basis outlined therein if, on his/her eighth or subsequent service anniversary date he/she achieves 2,000 days of compensated service; otherwise his/her vacation entitlement will be calculated as set out in Clause (b) hereof. Any vacation granted for which the employee does not subsequently qualify will be deducted from the employee's vacation entitlement in the next calendar year. If such employee leaves the service for any reason prior to his/her next vacation, the adjustment will be made at time of leaving.

(d) Subject to the provisions of Note 3 below, an employee who, at the beginning of the calendar year, has maintained a continuous employment relationship for at least 15 years and has completed at least 3,750 days of compensated service, shall have his/her vacation scheduled on the basis of one working day's vacation with pay for each 10 days of compensated service, or major portion thereof, during the preceding calendar year, with a maximum of 25 working days; in subsequent years, he/she will continue vacation entitlement on the foregoing basis until qualifying for additional vacation under Clause (e).

NOTE 3: An employee covered by Clause (d) hereof, will be entitled to vacation on the basis outlined therein if, on his/her 16th or subsequent service anniversary date, he/she achieves 4,000 days of compensated service; otherwise his/her vacation entitlement will be calculated as set out in Clause (c) hereof. Any vacation granted for which the employee does not subsequently qualify will be deducted from the employee's vacation entitlement in the next calendar year. If such employee leaves the service for any reason prior to his/her next vacation, the adjustment will be made at time of leaving.

(e) Subject to the provisions of Notes 4 and 5 below, an employee who, at the beginning of the calendar year, has maintained a continuous employment relationship for at least 25 years and has completed at least 6,250 days of compensated service, shall have his/her vacation scheduled on the basis of one working day's vacation with pay for each 8 1/3 days of compensated service, or major portion thereof, during the preceding calendar year with a maximum of 30 working days.

NOTE 4: An employee covered by Clause (e) hereof, will be entitled to vacation on the basis outlined therein if, on his/her 30th or subsequent service anniversary date, he/she achieves 7,500 days of compensated service; otherwise his/her vacation entitlement will be calculated as set out in Clause (d) hereof. Any vacation granted for which the employee does not subsequently qualify will be deducted from the employee's vacation entitlement in the next calendar year. If such employee leaves the service for any reason prior to his/her next vacation, the adjustment will be made at time of leaving.

NOTE 5: In the application of the 30 working days vacation provisions, the Company will have the option of:

- (i) scheduling an employee for 25 working days vacation with the employee being paid for the remaining five days vacation at pro rata rates; or
- (ii) splitting the vacation on the basis of 25 working days vacation and five working days vacation.

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

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

13.4 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.

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

13.6 Advance Vacation Payment

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.

13.7 Vacation days shall be exclusive of assigned rest days and general holidays specified in Article 14.

13.8 Employees whose time is calculated on a calendar day basis and who have been allowed vacation on the basis of calendar weeks shall continue to be relieved for a period of two, three, or four calendar weeks, this to include rest day to be assigned under Article 8.

13.9 In computing service under Article 13.1, days worked in any position covered by similar vacation agreements will be accumulated for the purpose of qualifying for vacation with pay.

13.10 An employee will be compensated for vacation at the rate of pay he/she would have earned had he/she been working during the vacation period.

13.11 An employee terminating his/her employment for any reason at a time when unused period of vacation with pay stands to his/her credit shall be allowed vacation calculated to the date of his/her leaving the service, as provided for in Article 13.1.

13.12 An employee who is laid off shall be paid for any vacation due him/her at the beginning of the current calendar year and not previously taken and, if not subsequently recalled to service during such year shall, upon application, be allowed pay in lieu of any vacation due him/her at the beginning of the following calendar year.

13.13 An individual who leaves the service of his/her own accord or who is dismissed for cause and not reinstated in his/her former standing within two years of date of such dismissal shall, if subsequently returned to the service, be required to qualify again for vacation with pay as provided in Article 13.1.

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

13.15 Application for vacations filed prior to January 31st of each year shall, insofar as it is practicable to do so, be given preference in order of seniority of the applicants. Such applicants will have preference over later applicants. Applicants will be advised no later than February 28th of the dates allotted them and unless otherwise mutually agreed employees must take their vacation at the time allotted.

If it becomes necessary for the Company to reschedule an employee's scheduled vacation dates, he/she shall be given at least 15 working days advance notice of such rescheduling and

will be paid at the rate of time and one-half his regular rate of wages for all work performed during the scheduled vacation period. The rescheduled vacation with pay to which he is entitled will be granted at mutually agreed upon later date

13.16 Unless otherwise mutually agreed, employees who do not apply for vacation prior to January 31st shall be required to take their vacation at a time to be prescribed by the Railway.

13.17 The officer in charge and the recognized representative of the employees will, as far as practicable, make mutual arrangements to carry on the work while members of the staff are on vacation with the object of avoiding additional expense to the Railway, but if this is not practicable, employees engaged temporarily or employees temporarily promoted from one position to another to provide vacation relief will, if definitely assigned to fulfil the duties and responsibilities of a higher rated position, be paid the schedule rate applicable to such position.

ARTICLE 14

General Holidays

14.1 An employee who qualifies in accordance with Article 21.2 hereof, shall be granted a holiday with pay on each of the following general holidays. When a general holiday falls on an employee's rest day, such holiday shall be moved to the normal working day immediately following the employee's rest day.

New Year's Day
* Day following New
Year's Day
(Ontario only)
Good Friday
Easter Monday
(Substitution for
Remembrance Day)
Victoria Day

St. Jean Baptiste Day
(Quebec only)
Dominion Day
Civic Holiday
Labour Day
Thanksgiving Day
Christmas Day
Boxing Day

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

14.2 In order to qualify for any one of the holidays specified in Article 14.1 hereof, an employee:

- (a) must have been in the service of the Company and available for duty for at least 30 calendar days. This Clause (a) does not apply to an employee who is required to work on the holiday;
- (b) must be available for duty on such holiday if it occurs on one of his/her work days excluding vacation days except that this does not apply in respect of an employee who is laid off or suffering from a bona fide injury, or who is hospitalized on the holiday, or who is in receipt of, or who subsequently qualifies for, weekly sickness benefits because of illness on such holiday; a regularly assigned employee who is required to work on such general holiday shall be given an advance notice of four calendar days, except for unforeseen exigencies of the service, in which case he/she will be notified not later than the completion of his/her shift or tour of duty immediately preceding such holiday that his/her services will be required;
- (c) must be entitled to wages for at least 10 shifts or tours of duty during the thirty calendar days immediately preceding the general holiday. This Clause (c) does not apply to an employee who is required to work on the holiday.
- (d) Where Signal Gangs, otherwise continuously employed, are closed down for the Christmas and New Year's holidays to allow employees to return to their homes and where employees so affected are by mutual arrangement and as a consequence of such close down required by the Railway to work additional days over and above their normal work week prior to such close down, the additional days so worked will be recognized as shifts or tours of duty for which the employee is entitled to wages in the application of this Clause (c). Where such close down occurs and the Railway does not require the employees to work additional days as a consequence

thereof, the number of working days in the period of close down will be credited in the application of Clause (c).

NOTE: Provided that an employee is available for work on the general holiday, absences from scheduled shifts or tours of duty because of bona fide injury, hospitalization, illness for which the employee qualifies for weekly sickness benefits and authorized maternity leave, parental and adoption leaves will be included in determining the 10 shifts or tours of duty referred to in this Clause (c).

14.3 A qualified employee whose vacation period coincides with any of the general holidays specified in Article 14.1 hereof shall receive an extra day's vacation with the pay to which the employee is entitled for that general holiday.

14.4(1)(a) An assigned employee qualified under Article 14.2 hereof and who is not required to work on a general holiday shall be paid eight hours' pay at the straight time rate of his/her regular assignment.

(b) An unassigned or spare employee qualified under Article 14.2 hereof and who is not required to work on a general holiday shall be paid eight hours' pay at the straight time rate applicable to the position in which such employee worked his/her last tour of duty prior to the general holiday.

NOTE: In the application of this Article 14.4(1) for weekly rated employees "eight hours' pay at the straight time rate" shall be deemed to be a day's pay as calculated according to Article 14.6.

(2) An employee paid on an hourly, daily, or weekly basis who is required to work on a general holiday shall be paid, in addition to the pay provided in Article 14.1, at a rate equal to one and one-half times his/her regular rate of wages for the actual hours worked by him/her on that holiday with a minimum of three hours for which three hours' service may be required, but an employee called for a specific purpose shall not be required to perform routine work to make up such minimum time.

NOTE: Where an employee is paid a guarantee of a specified number of hours per four-week period and who works on the holiday, the general holiday pay as specified in Article 14.4(1)(a)

shall be paid in addition to the regular compensation for such four-week period.

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

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

ARTICLE 15

Health and Welfare

15.1 The Railway shall provide an Employee Benefit Plan which shall be in accordance with the governing Supplemental Agreement.

15.2 Dental Plan

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

(See Dental Plan Booklet for details)

15.3 Continuation of Benefits

Effective April 1, 1992, the Health and Welfare benefits applicable to active employees will continue until age 65 for employees:

- a) Retiring with a Company pension, or who have 15 years of continuous employment relationship, or,
- b) who qualify for a disability pension under Ontario Northland's pension plan.

ARTICLE 16

Life Insurance Upon Retirement

16.1 An employee who retires from the service with a Company pension at or after age 65 will be provided a \$7,000.00 death benefit. If retirement on pension is earlier than age 65 and an employee's term life insurance is extended to age 65, the paid death benefit will be provided at age 65.

ARTICLE 17

Jury Duty

17.1 An employee who is summoned/sub oenaed 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 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 17A

Injured On Duty

17A.1 An employee prevented from completing a shift due to a bona fide injury sustained while on duty will be paid for his/her full shift at straight time rates of pay, unless the employee receives Workers' Compensation benefits for the day of the injury in which case the employee will be paid the difference between such compensation and payment for the full shift.

ARTICLE 17.B

Worker Compensation/Weekly Indemnity

17B.1 In order to facilitate the return to active duty, where an employee is deemed fit to return to modified work by his/her attending physician, Workers' Compensation, or the Company physician, he/she may be assigned, temporarily, to any position anywhere within his/her home terminal. The intent of this practice is to work towards returning injured and disabled employees to their regular assignment. When dealing with positions or groups of employees whose nature of work takes them throughout the system, then the assignment under this provision shall follow similar practices. In such instances, the employee will be compensated his/her normal basic rate of pay/guarantee or the rate of the temporary assignment, whichever is greater.

ARTICLE 18

Bereavement Leave

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

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

ARTICLE 19

Use of Private Automobile

19.1 When an employee is authorized to use his/her private automobile for Company business, he/she shall be paid as per Company policy.

ARTICLE 20

Deduction of Union Dues

20.1 The Railway shall deduct on the payroll for the last pay period of each month from the wages due and payable to each employee coming within the scope of this Collective Agreement an amount equivalent to the uniform monthly union dues of the Canadian Signal and Communications Union (hereinafter referred to as the "Union") subject to the conditions and exceptions set forth hereunder.

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

20.3 Employees filling positions of a supervisory or confidential nature not subject to all the rules of this Agreement as agreed between the appropriate officers of the Railway and the Union shall be excepted from dues deductions.

20.4 Membership in the Union shall be available to any employee eligible under the constitution of the Union on payment of the initiation or reinstatement fees uniformly required of all other such applicants by the local lodge or division concerned.

Membership shall not be denied for reasons of race, national origin, colour, or religion.

20.5 Union dues deductions for new employees shall commence on the first pay period which contains the 24th day of the month.

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

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

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

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

20.10 The Railway shall not be responsible financially or otherwise either to the Union or to any employee, for any failure to make deductions or remittances. However, in any instance in which an error occurs in the amount of any deduction of dues from an employee's wages the Railway shall adjust it directly with the employee. In the event of any mistake by the Railway in the amount of its remittance to the Union, the Railway shall adjust the amount in a subsequent remittance. The Railway's liability for any and all amounts deducted pursuant to the

provisions of this Article shall terminate at the time it remits the amount payable to the designated officer of the Union.

20.11 The question of what, if any, compensation shall be paid the Railway by the Union in recognition of the services performed under this Agreement shall be left in abeyance subject to reconsideration at the request of either party on 15 days' notice in writing.

20.12 In the event of any action at law against the parties hereto or any of them resulting from any deduction or deductions from payrolls made or to be made by the Railway pursuant to Article 20.1 of this Agreement, both parties shall cooperate fully in the defence of such action. Each party shall bear its own cost of such defence except that if at the request of the Union counsel fees are incurred these shall be borne by the Union. Save as aforesaid the Union shall indemnify and save harmless the Railway from any losses, damages, costs, liability, or expenses suffered or sustained by the Railway as a result of any such deduction or deductions from payrolls.

ARTICLE 21

Employment Security and Income Maintenance Plan

21.1 The provisions of the governing Supplemental Agreement shall apply with respect to the Employment Security and Income Maintenance Plan.

ARTICLE 22

Employee Representatives

22.1 For the carrying out of this Agreement, the Railway will deal only with duly authorized employees' representative. At the beginning of each year, the General Chairman and or designate will furnish the President or other officer in charge, with the names of representative employees authorized to deal with such matters.

ARTICLE 23

Definitions and Qualifications

23.1 Signal Technician (also includes Assistant Signal Technician)

- a) A Signal Technician or Assistant Signal Technician is an employee who has successfully passed the qualifying examinations for Signal Technician or Assistant Signal Technician and who has been awarded a position as such to perform work pertaining to or under the jurisdiction of the Signal Department.
- b) Candidates for acceptance as Signal Technician or Assistant Signal Technician shall have knowledge of the fundamentals of electronics and shall undergo qualification tests.
- c) In the event no applications are received from qualified applicants, the Company may hire a qualified employee or appoint the most qualified applicant in which event the employee so appointed must successfully complete the signal electronics course. Should such employee fail to complete the signal electronics course, he/she may elect to return to his/her former position or bid a vacancy.
- d) Employees who have passed the Signal Technician or Assistant Signal Technician qualification tests shall be appointed as such by the Railway due regard being given to the requirements of the service and the seniority of the applicants.
- e) It is acknowledged that technological change will result in new or changed equipment being installed in signal service and that it may be necessary for those employees who have not worked as a Signal Technician or Assistant Signal Technician to re-qualify.
- f) An employee awarded a position of Signal Technician or Assistant Signal Technician will be allowed a minimum of 90 calendar days to demonstrate his/her ability to perform

the work. The Company will have a maximum of 180 calendar days to evaluate his/her ability to perform the work. If he/she fails to meet the requirements of the position, he/she shall be returned to his/her former position. The Asst. General Chairman and or designate will be advised of the particulars of each such case.

- g) An employee awarded a position as Signal Technician or Asst. Signal Technician will be accorded a seniority date as such and will continue to accumulate seniority in those classifications in which he/she had formerly established seniority. A Technician or Asst. Signal Technician who does not have Maintainer/Mechanic seniority due to his/her having bid to the position of Technician or Asst. Signal Technician directly from the apprentice classification will be accorded Maintainer/Mechanic seniority at the time an apprentice who is junior in seniority to him/her acquires Maintainer/Mechanic seniority.
- h) The Railway reserves the right to employ non-schedule specialists.

23.2 Signal Foreman

An employee assigned as a Signal Foreman will in addition to his/her normal duties, supervise signal employees in the performance of their work. In addition, the Foreman position may be responsible for relief in the absence of the Signal Superintendent.

23.3 Leading Signal Maintainer

The Leading Signal Maintainer is a Signal Maintainer who will act as Signal Testman when so required by the Company. When performing the duties of a Testman, he/she will be paid the Testman's rate of pay. When not performing the duties of a Testman, he/she will be in charge of his/her regular Maintainer's territory and will be paid the Leading Signal Maintainer's rate of pay.

23.4 Signal Maintainer or Signal Mechanic

An employee qualified and assigned to construct, install, maintain, repair or renew any apparatus, or to perform electrical and other work pertaining to, or under the jurisdiction of the Signal Department.

23.5(a) Signal Helper

An employee assigned to assist other employees specified above.

(b) Signal Apprentice

An employee who is in training to be a Signal Maintainer under Article 24.

NOTE: A signal helper or apprentice when working alone, or two or more signal helpers or apprentices working together, may perform such work as painting, cleaning interior of cases, greasing switch apparatus, cleaning lenses, renewing primary batteries, shop cleaning, handling material, excavating, observing switch points, high water detectors, bonding, line wire and insulators and repairing when feasible but shall not be required to do work recognized as distinctively signal maintainers' or signal mechanics' work.

23.6 Signal Assistant

- (a) A Signal Assistant is an employee who has successfully completed his/her apprenticeship training and whose seniority does not entitle him/her to a position in a higher classification.
- (b) An employee who has successfully completed his/her apprenticeship training will be eligible for the Signal Assistant classification three years after the date on which he/she entered the apprenticeship program. The date of entry into the apprenticeship program shall be the date the employee was first paid as an apprentice.
- (c) Where the application of Article 24.11(a) results in an employee's apprenticeship time being reduced, the

above mentioned three year period will be reduced by the same amount of time.

- (d) An employee who is eligible for the Signal Assistant classification shall be considered a Signal Assistant when he/she is not assigned to a higher rated classification.

ARTICLE 24

Apprenticeship Training Plan

The following rules will apply in the administration of a Training Plan for Signal Department maintenance employees:

24.1 New employees to be retained in the service of the Signal Department beyond the probationary period provided in Article 1.9 of the Collective Agreement must have completed at least Grade 12 or equivalent and meet other qualifying standards as determined by the Company. Such employees shall be classed as Signal Apprentices and shall commence employment at the starting apprentice rate. However, if an employee entering the service can show satisfactory evidence of previous signal experience and ability, he/she may commence at the rate of the apprentice class to which his/her experience entitles him/her, the Company to be the judge of his/her qualifications.

24.2 Apprenticeship training contemplates two years of training, consisting of four consecutive training periods, to commence as soon as practicable after entry into the service or whatever training is adopted as the training course.

24.3 Trainees will be required to take practical and/or written examinations in conjunction with each training period. Examinations and questions will be limited to the material furnished in each lesson and previous lessons, the type of apparatus on which the trainee has received instructions and the type of work on which the trainee has been instructed in the current or previous training periods.

24.4 The Company shall provide each employee taking training with booklets, pamphlets, and other material to permit him/her through study, to prepare for his/her examinations. Foremen and Signal Maintainers will assist trainees to learn and understand the functioning of the signal system.

24.5 Trainees will receive on-the-job training, attend instruction classes, and be given examinations during regular working hours.

24.6 When an examination is passed, the trainee will be furnished with a card or letter advising him/her that the examination was passed successfully. If a trainee fails to pass an examination, he/she will be given a letter stating that he/she failed and pointing out wherein he/she failed.

24.7 Any employee entering the service after July 1, 1974 and retained beyond the 125 working days probationary period who fails an examination will be given a second opportunity to pass the examination prior to commencement of the next training period lectures which he/she had been scheduled to attend. Employees who fail twice on any one examination will be removed from the service.

24.8 Employees who fail an examination twice and claim that they did not have a proper examination may appeal the decision in writing giving grounds for such appeal, provided they do so within 30 days of being notified of the decision. They will then have the right to choose a qualified maintainer who, with the proper officers of the Company (not more than three) and a representative of the Brotherhood, will be present at an oral examination. Should this group decide the employee has failed to pass, the decision of the Company will be sustained.

24.9 When an employee has successfully passed all the examinations, he/she will be given a letter certifying this fact by the Signal Superintendent.

24.10 Employees classed as Signal Maintainer, Signal Mechanic, Assistant Signal Foreman and Signal Foreman will take additional training as required.

24.11(a) Signal Helpers who entered the service prior to July 1, 1974 and who elect to take the training will be tested to determine their standing in the training program and will be placed in the apprenticeship class indicated by such tests.

b) Signal Helpers who elect not to enter the training program and helpers who do not show sufficient aptitude

for the training will remain as helpers and will not be allowed to participate in the Training Plan except as provided in Clause (d) below.

- c) Helpers who are placed in the Training Plan and who fail twice on any one examination will revert to Helper's status.
- d) Helpers covered by Clauses (b) and (c) above, may apply for entry or re-entry to the Training Plan after a period of 12 months since their election, rejection or last failure provided that they take the necessary qualifying examinations on their own time.

24.12 No additional positions of Assistant Maintainer or Assistant Mechanic will be established. Present positions as such will be continued only until they are vacated by the incumbents.

24.13 Trainees who have successfully completed the Training Course must accept promotion (as contemplated in Article 1.2) to Maintainer in seniority order. If promotion is refused, they shall lose their turn and they shall be moved to the bottom of the helpers' and apprentices' seniority list. If no position is available in a higher group, apprentices who have completed their training shall continue at the highest apprentice rate of pay until promoted.

24.14 An apprentice may take promotion to a higher class in order of seniority prior to the completion of his/her training, if a position is available, and will be paid the rate of the higher class and acquire seniority in such class from the date of promotion. An employee so promoted must complete his/her training. If he/she fails to meet the requirements of the service within 90 days, he/she shall be returned to his/her former apprentice status to complete his/her training and shall forfeit seniority acquired in the higher class.

24.15(a) Vacancies and new positions for apprentices shall be bulletined as Helper positions and filled by Helpers or apprentices in order of seniority as Helper, except that existing employees who do not qualify under this Article will not be appointed to positions presently filled by Assistant Signal Maintainers.

(b) Notwithstanding the provisions of Clause (a) above, an apprentice hired subsequent to July 1, 1974 will be assigned to a training location which will be considered his/her headquarters. Headquarters of such apprentices may be temporarily changed for periods of up to three months for training purposes only. Apprentices so affected will be given at least 72 hours' notice of change of headquarters. The application of this provision will not interfere with the normal seniority rights of employees.

24.16(a) An apprentice receiving training away from his/her headquarters who leaves and returns to his/her headquarters' location daily, will be paid travel time at pro rata rates for all time travelling in excess of three hours in any one day.

(b) An apprentice receiving training away from his/her headquarters which does not permit him/her to return to his/her headquarters' location daily, will be reimbursed for actual reasonable expenses incurred. Such employee will be paid travel time at pro rata rates for time travelling outside of their regular hours of duty, except that travel time will not be allowed between the hours of 9:00 p.m. and 7:00 a.m. when sleeping accommodation is available.

(c) When training schedule permits, employees attending training away from headquarters will be provided with free train transportation to their headquarters and return on weekends on condition that they must be available for their first training assignments following the weekend. If train service is not available, the Company may, at its discretion, provide free transportation using alternate means of public conveyance. Trainees travelling to and from their headquarters on weekends will not be eligible for payment of travel time or overtime, but will be allowed actual reasonable expenses while travelling in lieu of expenses that would have accrued at the away-from-headquarters training location. The foregoing will also apply for travel to an employee's place of residence if different from his/her headquarters' location provided the residence is on the Company's lines.

ARTICLE 25

Rates of Pay

25.1 Revised Rates of Pay:

Rate Effective:

	3% <u>Jan. 1/08</u> Training		3% <u>Jan. 1/09</u> Training		3% <u>Jan. 1/10</u> Training	
	Before	After	Before	After	Before	After
Signal Foreman	\$30.93	\$31.14	\$31.86	\$32.08	\$32.81	\$33.04
Asst. Signal Foreman	\$26.65	\$26.86	\$27.45	\$27.67	\$28.27	\$28.50

Hourly

Signal Testman	29.82	29.82	30.71	30.71	31.63	31.63
Signal Technician	26.96	27.18	27.76	28.00	28.60	28.84
Asst. Signal Technician	25.97	26.18	26.75	26.97	27.55	27.78
Leading Signal Maint.	25.97	26.18	26.75	26.97	27.55	27.78
Signal Maintainer or Mechanic	25.63	25.85	26.40	26.63	27.19	27.43

Hourly

Asst. Signal Maintainer or Mechanic -		23.72		24.43		25.17
Signal Assistant Apprentices -		23.28		23.98		24.70
1st 6 months -		20.13		20.73		21.35
2nd 6 months -		20.36		20.97		21.60
3rd 6 months -		20.60		21.22		21.85
Thereafter -		21.20		21.83		22.49
Casual Labourers		17.64		18.17		18.72

Students		10.41		10.73		11.05
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Prior to the general wage increase on January 1st, 2005, there will be a skill trades adjustment of 10 cents per hour to the skilled trades in Agreement #6.

Prior to the general wage increase on January 1st, 2006, there will be a skill trades adjustment of 10 cents per hour to the skilled trades in Agreement #6.

25.2 Employees temporarily assigned to higher rated positions will receive the higher rates to which their experience entitles them while occupying such positions.

25.3 Employees temporarily relieving in lower rated positions will not have their rates reduced.

25.4 Shift Differentials

Employees whose regularly assigned shifts commence between 1400 and 2159 hours shall receive a shift differential of 55 cents per hour, and employees whose regularly assigned shifts commence between 2200 and 0559 hours shall receive a shift differential of 60 cents per hour.

Overtime shall not be calculated on the shift differential nor shall the shift differential be paid for paid absence from duty such as vacations, general holidays, etc.

25.5 In applying the rates of pay for Signal Apprentices, 1044 hours of accumulated compensated service shall be considered as **six** months' service and 2,088 hours as one year's service. Holidays and vacation time shall be considered as compensated service.

25.6 Students

- a) Students may be hired, where warranted, to supplement the staff and to provide relief for regular employees.
- b) Future general wage increases shall be applied to the student rate of pay.
- c) Students will only be hired under this Article during the period May 1 to September 15. They will be engaged for a specific period of time, will not accumulate seniority and will not obtain bidding rights. They will also not qualify for fringe benefits other than those required by law.
- d) In the event that employees holding seniority under this Agreement are faced with lay-off or are on laid off status, they will be given preference in employment over students covered by this rule.
- e) A side letter will be added to cover the cost of reflective winter/summer coveralls.

TERMINATION

Except as otherwise indicated, the revised provisions of this Agreement are effective on the date the Agreement is signed. The Agreement as amended will remain in effect until December **31, 2010** and thereafter until revised or superseded subject to four months' notice by either party at any time after August **31, 2010**.

Dated at North Bay, Ontario this 28th day of November, **2008**.

For ONTC:

For the Union:

S. Carmichael
President

L. Couture
International Representative
International Brotherhood
of Electrical Workers
System Council No. 11

ONTARIO NORTHLAND RAILWAY

November 1, 1974

8390-8

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

Dear Mr. Platt:

At the meeting held in North Bay on July 22, 1974, a discussion took place concerning the application of proposed Article 2.5 to employees presently in the service.

This will confirm the assurance given to Mr. Mitchell and Mr. Hueston that employees who were in the service prior to July 1, 1974, will not be removed from the service in the application of Article 2.5.

Yours very truly,

F. S. Clifford,
General Manager.

ONTARIO NORTHLAND RAILWAY

March 10, 1978

8390-8

Mr. J.E. Platt,
Vice-president,
Brotherhood of Railroad Signalmen,
1396 St. Catherine St. W.
Suite 323
Montreal, Quebec H3C 1P9

Dear Mr. Platt:

This refers to our notice of January 23, 1978 concerning the reduction of signal territories north of Temagami.

At a meeting held in North Bay on March 9, 1978, in compliance with Section 4 of Article VIII of the Job Security Agreement, the following measures were agreed upon for "further minimizing the adverse effects on employees".

1. One signal territory with headquarters at Englehart will be abolished effective May 1, 1978.

2. The normal application of the Job Security Agreement would require the exercise of seniority by one Signal Maintainer, the relocation of at least one employee, the maintenance of basic rates for at least one employee and the lay off of one junior apprentice. In order to avoid such dislocations, the following will apply:

(a) Maintainers W.R. Mills and W.E. Hebert and Asst. Maintainer M. Bond will be allowed to remain at Englehart on their present positions handling the one remaining Englehart territory. The cost of maintaining their rates of pay over and above their present incumbency rates will be paid out of operating expenses.

(b) There is no requirement to rebulletin any position affected by the changes in territories.

(c) Subject to the approval of the Job Security Committee, the first Englehart employee (Mills, Hebert or Bond) who

successfully bids to a permanent assignment at another location thereby reducing the Englehart complement to two employees will be entitled to relocation benefits from the Job Security Fund.

(d) When the staff at Englehart reduces to the normal complement of two employees, the Englehart and adjoining territories may be adjusted without further notice.

(e) A position of Leading Signal Maintainer will be established effective May 1, 1978. The ranking for seniority purposes for Leading Signal Maintainers and/or Signal Testmen will be No. 3, behind Signal Foremen and ahead of Signal Maintainers. Article 12 will be amended accordingly.

(9) The Leading Signal Maintainer will act as Signal Testman when so required by the Company. When performing the duties of a Testman, he/she will be paid the Testman's rate of pay. When not performing the duties of a Testman, he/she will be in charge of his/her regular Maintainer's territory and will be paid the Leading Signal Maintainer's rate of pay or 14 cents per hour above the present incumbency rate for Maintainers, whichever is greater.

(g) The headquarters of the successful applicant will be considered the headquarters for the Leading Signal Maintainer. This means that the regular Maintainer's position will be replaced by the position of Leading Signal Maintainer.

If you agree with the foregoing, will you please so indicate in the space provided at the bottom of this letter and return one copy for implementation purposes.

Yours very truly,

F. S. Clifford,
General Manager.

I Agree:

John E. Platt
Vice-president,
Brotherhood of Railroad Signalmen

ONTARIO NORTHLAND RAILWAY

January 28, 1982
North Bay, Ontario

8390-8

Mr. J. E. Platt,
Vice-president,
Brotherhood of Railroad Signalmen,
Suite 505, 130 Slater Street,
Ottawa, Ontario. K1P 5H6

Dear Mr. Platt:

This refers to your Article III request in connection with Article 5.4 of the Collective Agreement.

It is understood that, in the application of Article 5.4, the following will apply:

1. An employee called on the telephone in case of an emergency or a temporary urgency outside of his/her regular assigned hours, after having been relieved, who accepts such call and is required to provide, by telephone, technical assistance in case of signal failures, etc., and does provide such assistance, will be paid 3 hours at punitive rate.
2. An employee will only be entitled to one 3 hour payment for any period of 3 consecutive hours commencing with the first call, even though he/she may receive other calls during such 3 hour period.
3. An employee who is called, and has accepted the call, but is cancelled prior to his/her leaving home, will be paid one hour at punitive rate.

Clauses 1 and 2 above relate to situations where an employee is required to provide technical assistance over the telephone, outside of his/her regular assigned hours. The present understanding regarding the type of situation where an employee

is required to report to a particular location to perform emergency repairs remains unchanged.

An employee is considered to qualify for only one 3 hour payment when he/she is required to report to a work location as a consequence of not being able to correct the problem over the telephone when called. However, in two unrelated situations where firstly, the employee provides technical assistance over the telephone and then subsequently is called to report to a work location, even though both calls are within the limits of three hours, would entitle the employee to two minimum three hour payments at the punitive rate.

Clause 3 above relates to situations where an employee is called and cancelled. This provision applies when an employee is called **to** report to work, provides no technical assistance over the telephone and is advised that his/her services are no longer required before his/her departure from home.

Would you be kind enough to indicate your concurrence to this understanding in the space provided below.

Yours very truly,

R. O. Beatty,
General Manager.

I Concur:

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

ONTARIO NORTHLAND RAILWAY

Montreal

May 22, 1985

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

Dear Sir:

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

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

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

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

The conditions set forth above will not apply in emergencies, to items normally obtained from manufacturers or suppliers nor to the performance of warranty work.

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

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

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

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

Where a Union contends that the Company has contracted out work contrary to the foregoing, the Union may progress a grievance by using the grievance procedure which would apply if this were a grievance under the Collective Agreement. Such grievance shall commence at Step 2 of the grievance procedure,

the Union officer submitting the facts on which the Union relies to **support** its contention. Any such grievance must be submitted within 30 days from the alleged non-compliance.

Yours truly,

P. A. Dymont, General Manager.

ONTARIO NORTHLAND RAILWAY

North Bay, Ontario
April 26, 1982

8000-51G

Dear Sirs:

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

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

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

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

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

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

Yours truly,

P. A. Dymont,
General Manager.

I Concur:

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

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

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

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

Letter of Understanding

January 20, 2003.

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

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

Mr. A. Mitchell
President
CAW Local 103

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

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

Greg Stuart
Director Human Resources

Letter of Understanding

January 20, 2003

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

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

For the Unions:

Brotherhood of
Locomotive Engineers

United Transportation Union

CAW Local 103 (President)

CAW Local 103 (Office Clerks)

CAW Local 103 (Clerks and
Other Classes)

CAW Local 103 (Train Service
Employees)

Brotherhood of Maintenance
of Way Employees

United Steelworkers of America
Local 1976

International Brotherhood of
Electrical Workers

For the Company:

R. Hains
Executive Vice-president

ONTARIO NORTHLAND RAILWAY

North Bay, Ontario
January 20, 2003

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

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

Mr. A. Mitchell
President
CAW Local 103

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

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

Mr. P. Koning
General Chairperson
United Transportation Union

Dear Sirs:

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

Sincerely,

R. Hains
Executive Vice-president