

**COLLECTIVE AGREEMENT**

between

**QUEBEC NORTH SHORE & LABRADOR  
RAILWAY COMPANY**



and

**THE UNITED TRANSPORTATION UNION**

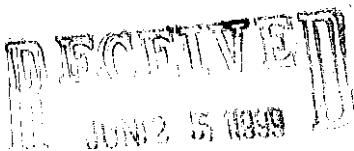
**(Local 1843)**

**SEPT-ILES, QUEBEC**

**March 1st, 1999**

**(1999 - 2004)**

**INDEXED**



03021(06)

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## **REAMBLE - (E & CR)**

### **1. (E & CR)**

The right to negotiate contracts, rules, rates and working conditions for employees shall be vested in the regularly constituted committee of the United Transportation Union, Local 1843 (E & CR).

### **2. (E & CR)**

Employees whose service is covered by this Agreement **or** their representatives will call the attention of their superintendent to any violation of this Agreement and if necessary, the general chairman will refer such matters and any question of interpretation which may arise, to the higher officers.

### **3. (E & CR)**

All differences between the parties to this Agreement concerning its meaning or violation which cannot be mutually adjusted, shall be submitted to the Canadian Railway Office of Arbitration for final settlement without stoppage of work. Such differences must be submitted to the Canadian Railway Office of Arbitration according to their rules of procedure unless the parties mutually agree in writing to delay proceedings before the Office.

### **4. (E & CR)**

It is understood that there will be no discrimination, coercion or intimidation on the part of the Railway and the Union or their agents, towards any employee because of activity or lack of activity in the Union, or because he is or is not a member of the Union. In addition there will be no discrimination towards an employee for reasons of race, religious beliefs, colour, nationality or political opinions or for personal reasons.

### **5. (E & CR)**

The Railway agrees that, as a condition of employment, it will deduct from the earnings of each employee in the bargaining unit, in each month an amount of money equivalent to the monthly dues authorised by the constitution of the Union. The Railway will remit the names and the amounts **so** deducted to the Treasurer of Local 1843 by the 15<sup>th</sup> of the month following deduction. Each month, the Railway will furnish the Union with lists showing the employees who have been hired, terminated and laid off from **or** recalled to the Railway. Such lists will indicate name, badge number and date.

**(E & CR)**

The term “employee” as used in this Agreement applies to enginemen.

Legend:

- E - Engineman - main line
- CR - Employees whose home terminal is at Labrador City, only

**7. (E& CR)**

In the application of the collective agreement, the use of the word “emergency” will not be abused.

**8. (E & CR)**

No supervisory officer will normally fill the job of employees covered by this collective agreement except in those cases:

- Troubleshooting
- Training
- Tests
- Vital emergency
- If required for health or safety reasons

In cases where a supervisory officer is aboard the train when a problem occurs, he may keep watch over the train while the engineman is doing **his** job.

**9. a) - (E)**

The French text is the legal text of the collective agreement and the English text is a translation.

**b) - (CR)**

The English text is the legal text of the collective agreement.

## **ARTNERSHIP STRUCTURE**

### **A) Statement of intent:**

- To find solutions that help meet the profitability and performance objectives of QNS&L Railway operations (cutting handling costs by at least \$1.20 US / ton in division operations, improving productivity and setting up a train circuit of 42 hours or less). In so doing, the firm must gain an advantageous competitive position by the years 2002 and 2003.

\* Our approach involves a rigorous orientation to win together by optimizing:

- Potential of people
- Power of the team
- Value of resources
- Relationships with customers

### **Specific partnership objectives**

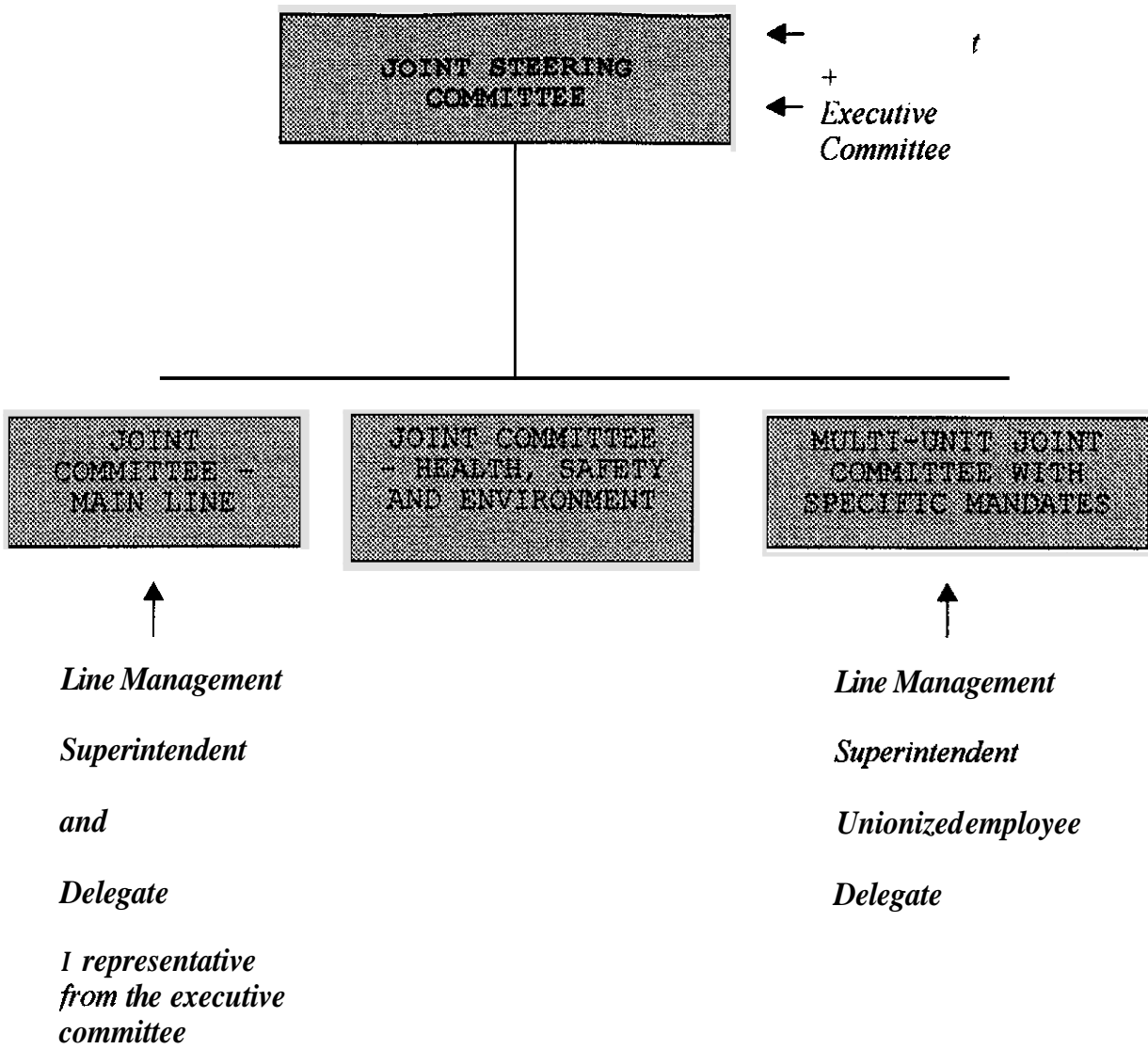
- To enhance the firm's competitiveness, viability and productivity by cutting operating expenses.
- To reduce overtime by maximizing the workplace activities of employees, who are qualified, available and in place.
- To improve the work climate, increase the employees' pride of belonging and build reciprocal confidence.
- To develop simple processes and solutions.
- To set up internal communications mechanisms so that employees will understand what is about to occur: improvement projects, their relevance and their anticipated impacts.
- To consider forming a work team to assess the feasibility of reorganizing the work to increase productivity and ensure employee equity and satisfaction with regard to vacation, training, participation, etc.
- To develop a simpler mode of payment for new employees and allow current employees to adopt it, in the interests of fairness and equity.

### **Conditions favouring the partnership**

- The parties agree that they have convergent interests; they also acknowledge that it would be advantageous for each party to set up mechanisms that promote best practices in work relations and also ensure that the statement of intent is respected and the partnership objectives are pursued.
- The parties agree that division management team and the union are essential partners in developing and improving the firm's competitive and technological position. So, the parties are committing to act in mutual respect and transparency.

- Management recognizes the legitimacy of union objectives, particularly with regard to professional training; health, safety and environment issues; and the maintenance of quality employment.
- The union recognizes the legitimacy of management objectives, particularly with regard to the continuous improvement of the firm's competitive position, productivity and profitability.
- When any measure is taken to enhance work organization, the collective agreement shall be respected. The parties can, however, conclude specific agreements that may modify the terms of the collective agreement, subject to ratification by authorized persons from both parties.





The committees are composed **as** follows:

- Joint steering committee
- Joint committee – Main Line
- Health, Safety and Environment Committee
- Multi-Unit Committee with Specific Mandates

A facilitator will chair each committee. Each committee will be composed of line management reporting directly to the facilitator and, Union representatives of the sector. The joint executive committee is responsible for defining the mandate of each joint sectorial committee. The mandate will define the issues, the constraints and limits and the work to be done, set the timeline, and name the person in charge of and members of the committees. The joint steering committee is responsible for ensuring that both the statement of intent and the specific partnership objectives are respected and realized.

The role of the committees

- To demonstrate their commitment by making the orientations known, encouraging adherence to them, and promoting **responsibilization**
- To take part in the implementation process by participating in planning, designing an action plan and ensuring its realization (training, coaching...)
- To monitor the implementation phase by taking part in follow-up activities and management reviews, monitoring the agreed upon improvement actions and following the implementation process
- To manage the changes and encourage the parties concerned to adhere to the principles and values, thus ensuring a **successful** change in culture

The committee authority is responsible for facilitating the committees and encouraging team member participation.

The committees shall meet once a month, or according to need, based on a schedule previously agreed upon. It is recommended that specific training in meeting management, problem resolution, cooperative problem resolution, and communications be offered as soon as the committees are formed.

Operating rules

1. Discuss one issue at a time.
2. Don't concentrate on the past. Focus on stakes, not on examples.
3. Take time to clearly establish all the facts and to clarify the stakes.
4. The members of the committees should participate actively as individuals; in other words, they should not limit themselves to the role of a team spokesperson. Individual remarks are considered confidential.
5. Be sure to get information from the other party before ending the discussion. Encourage additional research in subgroups.
6. Show a willingness to listen.

7. Transparency is essential. We must work openly.
8. Be efficient and creative in seeking opportunities and solutions.

### **The decision-making process**

1. Decisions are reached by consensus, The principles governing consensus decision making are as follows:
  - Decision making or problem resolution is the result of a joint effort by the participants to seek the best solution possible in keeping with partnership objectives;
  - The solution must receive substantial support from the participants;
  - When consensus is reached, the participants must be totally committed to supporting the decision;
  - Any participant may block a decision. But participants who disagree with the decision have **an** obligation to propose a valid alternative. If they are unable to do **so**, they must re-evaluate their position in the light of partnership objectives.
- B) The Railway is committed to a no lay-off policy for the duration of this Agreement. If downsizing becomes necessary it will be done through attrition.

The Railway is committed to involve the Union in all aspects of the decision making process regarding this subject.

**WAGES:**

**1.01.- (E)**

Rates of Pay:

**ENGINEMEN**

DATE	MILE RATES	HOURLY RATES
March 1 <sup>st</sup> 1999 <b>(1)</b>		
Basic rate	1,5243 \$	24,39 \$
Ore rate	1,5539 \$	24,86 \$
March 1 <sup>st</sup> 2000 <b>(2)</b>		
Basic rate	1,5368 \$	24,59 \$
Ore rate	1,5664 \$	25,06 \$
March 1 <sup>st</sup> 2001 <b>(3)</b>		
Basic rate	1,5493 \$	24,79 \$
Ore rate	1,5789 \$	25,26 \$
March 1 <sup>st</sup> 2002 <b>(4)</b>		
Basic rate	1,5680 \$	25,09 \$
Ore rate	1,5976 \$	25,56 \$
March 1 <sup>st</sup> 2003 <b>(5)</b>		
Basic rate	1,5898 \$	25,44 \$
Ore rate	1,6194 \$	25,91 \$

- (1) \$0.0368 (\$0.59/16) fold-in of C.O.L.A. float
- (2) \$0.0125 (\$0.20/16) increase to base rate + 1/3 of C.O.L.A. float as of March 1, 2000
- (3) \$0.0125 (\$0.20/16) increase to base rate + 1/3 of C.O.L.A. float as of March 1, 2001
- (4) \$0.0187 (\$0.30/16) increase to base rate + 1/3 of C.O.L.A. float as of March 1, 2002
- (5) \$0.0218 (\$0.35/16) increase to base rate + 1/3 of C.O.L.A. float as of March 1, 2003

**ONE MAN CREW OPERATION:** Basic rates and ore rates will be increased by eight cents (\$0.08) for the one man crew train operation

**LOCO-CONTROL:**

Rates for handling ore trains of more than one hundred sixty-nine (169) cars will be increased by three cents **(\$0.03)/mile** for each additional block of twenty (20) cars or portion thereof

**1.02 - (E)**

The ore train rate will be paid all employees on trains hauling one or more ore cars, loaded or empty. The basic rate will apply in all other train service except when required to haul a loaded or empty ore car from one station to another in their own train.

**1.03 a)- (E)**

Enginemen will receive a premium per trip ticket for each trip they are training a student engineman as follow:

As of March 1 <sup>st</sup> , 1999 :	\$30.00
As of March 1 <sup>st</sup> , 2001 :	\$35.00
As of March 1 <sup>st</sup> , 2003 :	\$40.00

**b) - (E)**

**A** newly hired student engineman will be paid seventy-five percent (75%) of salary rates paid to enginemen according to Article 1.01 until the end of his training.

**A** student engineman established and available who is not assigned (or partly assigned) to a train circuit will be paid the hourly rate based on the equivalent of a forty (40) hour work week, prorated with his availability for duty.

**1.04 -- (E)**

Except for the engineman assigned to loco-control, an engineman handling trains with more than three (3) locomotive units will be paid six cents (\$0.06) per trip mile.

**BASIC DAY**

**2.01 - (E)**

In all classes of service, employees' time will commence at the time required to report for duty and shall continue until the time released from duty. The employees will report their time off duty to the rail traffic controller.

**02 - (E)**

In all road service, one hundred and twenty-eight (**128**) miles or less, eight (8) hours or less shall constitute a basic day. Miles in excess of one hundred and twenty-eight (128) miles will be paid for at the mileage rates provided.

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**TERMINAL TIME**

**3.01 - (E)**

Initial terminal time will be paid for on the minute basis computed from the time required to report for duty until engine passes designated main track switch of the yard in which the train originated. Initial terminal time will be paid in deadhead service.

**3.02 - (E)**

Final terminal time will be paid for on the minute basis computed from the time engine reaches designated main track switch until time the employees registers off duty. Final terminal time will be paid in deadhead service.

**3.03 - (E)**

Locations of designated main track switches are as follows:

North Sept-Iles

South Arnaud      North Arnaud  
South Mai          North Mai

Ross Bay Junction  
Wabush Junction

South Talzie      North Talzie

Knob Lake Junction

Way freight service only:

South Oreway      North Oreway

**3.04 - (E)**

Terminal time rules shall not apply in work train service

**3.05 - (E)**

Sept-Iles home terminal as presently established for all services will not be changed except by negotiation.

**3.06 - (E)**

Employees travelling with auxiliary equipment between terminals and not engaged in work at point of wreck or derailment will be paid initial and final terminal time in addition to the trip.

**3.07 - (E)**

Employees in ore train service will not be required to do switching done by Carol Lake or Sept-Iles yard employees. Employees may be required to set off defective cars, as directed by proper authorities.

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**OVERTIME AND THROUGH MILEAGE**

**4.01 a) - (E)**

On runs of one hundred and twenty-eight (128) miles or less, overtime shall begin at the expiration of eight (8) hours on duty. Payment shall be made for hours on duty or miles run whichever is the greater.

**b) - (E)**

On runs of more than one hundred and twenty-eight (128) miles, overtime will begin when the time on duty exceeds the miles run divided by twenty (20) excluding initial and final terminal time. Payment shall be made for hours on duty or miles run whichever is the greater.

**c) - (E)**

In express service and mixed service on runs of more than one hundred and twenty-eight (128) miles, overtime will be paid when time on duty exceeds the miles run divided by twenty-five (25), excluding initial and final terminal time. Payment shall be made for hours on duty or miles run whichever is the greater.

**4.02 - (E)**

Overtime shall be paid for on the minute basis at the overtime hourly rate provided except that employees in work train service shall be paid double (2) time after twelve (12) hours on duty.

**4.03 - (E)**

Through mileage between terminals will be paid as follows:

	<u>Freight, Express &amp; Deadhead</u>	<u>Work Trains</u>
Sept-Iles - Mai	(123) 128	129
Sept-Iles - Ross Bay Junction	(221) 221	225
Sept-Iles - Wabush Junction	(257) 257	261
Sept-Iles - Talzie	(251) 251	255
Sept-Iles - Knob Lake Junction	(350) 350	355
Mai - Ross Bay Junction	(93) 128	128
Mai - Ross Bay Junction - Mai	(187) 187	194
Mai - Wabush Junction	(130) 130	133
Mai - Talzie	(123) 128	128
Mai - Knob Lake Junction	(223) 223	228
Talzie - Knob Lake Junction	(97) 128	128
Talzie - Knob Lake Junction - Talzie	(193) 193	205
Talzie - Wabush Junction	(66) 128	128
Way Freight only:		
Sept-Iles - Oreway	(182) 182	186

NOTE: Employees running through terminals will use mileage in brackets to compute mileage for trip.

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**DOUBLING - PLOWING SIDINGS AND YARD TRACKS**

**5.01 - (E)**

If necessary to double a train actual miles run during such handling will be allowed.



**02 - (E)**

Engines pushing wing snow plow, except in emergencies, will not have a train attached other than spreader, water car, van, official car or cars necessary for the trip.

**CALLING**

**6.01 a) - (E)**

At Sept-Isles, employees will be called by telephone at their regular residences or boarding houses, unless otherwise arranged, and as nearly as possible two (2) hours before the time ordered for duty. If there is no answer at home telephone number on file with the crew clerk, arrangements will be made for a call at their regular home address, providing this address is within a three (3) mile limit of the Railway station.

**b) - (E)**

At other points, where calling facilities are available, employees will be called as nearly as possible one (1) hour before the time ordered for duty.

**c) - (E)**

Employees will be given a one (1) hour call on request between 21:00 hours and 08:00 hours.

When a one (1) hour call is requested, the crew clerk will phone the employee concerned only once. If no answer is obtained, he will immediately call the next employee (A.S.A.P.). When this occurs, the employee missing the call will have lost his privilege of future one (1) hour call.

**6.02 - (E)**

Employees arriving at terminals may be called en route. If the employee does not accept his call, he must book rest.

**6.03 a) - (E)**

Employees who are unable to report for emergency calls will hold their turn.

**b) - (E)**

Employees called for an emergency or A.S.A.P. will be paid on a minute basis from the time they report for work.

**c) - (E)**

Employees who wish to do so can ask for an explanation when they are called for an emergency or A.S.A.P.

**6.04 - (E)**

In assigned way freight, passenger and work train service an employee who is not ordered in turn will be paid actual miles earned by the person called by error and will be held in terminal until his turn returns to Sept-Iles or until he takes his assignment on line, if ordered to do so.

NOTE: No run-around will be allowed.

**6.05 - (E)**

Employees on the general board when called will be notified of the service and the direction for which they are required. Such employees called for through service will not be tied up before reaching the intended destination except in case of emergency. Rest requirements of employees tied up thus will be considered, and such employees will be paid as per Article IX.

**6.06 - (E)**

Notwithstanding passenger, way freight and work train, if practical, for employees on the general board, at Sept-Iles and Carol Lake, the Railway will arrange for the employee first called to be the first one out of the terminal.

**CALLED AND CANCELLED**

**7.01 - (E)**

**An** employee called for service and afterward cancelled will be paid sixty-four (64) miles at the basic rate, if cancelled before the time for which he is to report for service and one hundred and twenty-eight (128) miles if cancelled after the time for which he is called. **An** employee called for service and afterward cancelled will keep the same position he had on the board when he was called.

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## **RUN-AROUND**

### **8.01 a) - (E)**

Employees on the general board available for service and not ordered in turn will be paid one half (½) of the basic day for each run-around and will hold their turn out.

### **b) - (E)**

If run-around is reported to proper authority at least one (1) hour prior to the time ordered for duty, the run-around employee will be called and given the opportunity to take his turn for the time ordered. If he is unable to accept the call the employee called first in error must accept the call.

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## **HELD AWAY FROM HOME TERMINAL**

### **9.01 a) - (E)**

Unassigned employees held at other than home terminal will be paid on the minute basis at the rate paid in last service performed for all such time held over twelve (12) hours following the time off duty.

NOTE: This article does not apply to work trains.

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## **PROBATIONARY PERIOD**

### **10.01 - (E & CR)**

The probationary period for a new employee is six (6) months, starting on his date of hire. If he cannot qualify during **this** period, his case will be evaluated by the joint committee which may, by common consent, extend the employee's probationary period.

### **10.02 - (E & CR)**

A regular employee transferred by the Railway from one bargaining unit in the Railway to a different bargaining unit in the Railway or the Iron Ore Company of Canada, will not be required

complete a new probationary period as a result of such transfer.

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## **DEFINITION OF FIRST-IN FIRST-OUT**

### **11.01 - (E)**

In the application of the first-in first-out rule, employees if available, will take their turn out of terminal in the order of their arrival at point where road time ceases. Employees in work train service, switching or similar service wholly within switching limits, will take their turn out from the time of going off duty. Employees entering Arnaud Junction Southbound will establish their turn at such point at the switch. Employees deadheading on Southward trains entering Arnaud Junction must register time of arrival at Arnaud Junction when booking off duty at Sept-Iles.

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## **BEREAVEMENT**

### **12.01 - (E)**

In case of death in his immediate family, an employee will be allowed a three (3) consecutive days, including the day of the funeral, with pay at his basic rate, provided he was scheduled to work those days and provided he actually loses the three (3) days on account of such death.

### **12.02 - (E)**

For the purpose of paragraph 12.01, "immediate family" is defined as wife or husband, daughter, son, brother, sister, father, mother, father-in-law, mother-in-law, brother-in-law, sister-in-law, grandfather, grandmother and grandchildren of the employee.

---

## **ATTENDING COURT**

### **13.01 - (E)**

Employees attending court or coroner's inquest or legal cases at Railway's request will be furnished necessary transportation and be paid for actual miles lost on their assignment and reasonable expenses if away from home station.



## JURY DUTY

### 14.01 - (E)

An employee who is summoned for jury duty in his county of residence and is required to lose time from his assignment as a result thereof, shall be paid for actual miles lost on his assignment, at straight time rate, less the amount allowed him for jury duty for each such day excluding allowances paid by the court for meals, lodging or transportation, subject to the following requirements and limitations:

#### a) - (E)

an employee must furnish the Railway with a statement from the court, of jury allowances paid and the days on which jury duty was performed;

#### b) - (E)

the number of miles paid is limited to a maximum of 7,680 miles (128 miles x 60 days) in any calendar year;

#### c) - (E)

no jury duty pay will be allowed for any day for which the employee is entitled to vacation or general holiday pay. An employee who is scheduled for his vacation while he is acting as juror, may re-schedule his vacation in a free period;

#### d) - (E)

minimum notice of three (3) days must be furnished to the employee's foreman or supervisor and copy of the summons as soon as possible.



## ACCOMMODATIONS - MEALS EN ROUTE

### 15.01 - (E)

At away-from-home terminal, the Railway will provide:

#### a) - (E)

sleeping accommodations consisting of spring beds and clean linen with not more than

one (1) person to a room;

**b) - (E)**

regular meals at reasonable rates.

**15.02 - (E)**

Proper and separate sleeping accommodations shall be provide for train crews and arrangements made to obtain meals where they are tied up between recognised terminals.

**15.03 - (E)**

**MEALS**

Employees must report to work adequately prepared for their tour of duty.

NOTE: This rule does not apply to work trains. These employees will be allowed to take meals at reasonable hours and will not be required to work longer than six (6) hours where they can take them, provided the rail traffic controller has been given at least one (1) hour notice.

**15.04 - (E)**

When in auxiliary service, free meals will be supplied to employees called for this service on an as soon as possible basis (A.S.A.P.).

**BOOKING REST**

**AT TERMINALS**

**16.01 a) - (E)**

Employees will have the right to book rest at terminals after twelve (12) hours on duty or on completion of trip and work required with their train when completed in less than twelve (12) hours. They will not be required to leave terminal until they have had up to seven (7) hours rest, except that at home terminal they may have up to forty-eight (48) hours rest. In no case if rest is booked, shall it be for a period of less than six (6) hours. Rest must be in even hours and once booked may not be cancelled and shall be exclusive of call time. Nevertheless, employees on assigned service must protect their assignment after having booked a maximum of seven (7) hours rest. Employees

loosing their assignment will be allowed to book rest for a maximum of forty-eight (48) hours.

NOTE: Employees booking rest must advise the rail traffic controller of rest desired. Furthermore, employees booking rest at Sept-Iles must register rest desired and sign the record book provided.

**b) - (E)**

In short turn-around trips, the employee will not be allowed to book rest for more than fourteen (14) hours at home terminal. In no case if the rest is booked shall it be for a period of less than ten (10) hours. Rest must be in even hours and once booked may not be cancelled and shall be exclusive of call time.

NOTE: Employees booking rest must advise rail traffic controller of rest desired. Furthermore, employees booking rest at Sept-Iles must register rest desired in the record book provided

**16.02 a)-(E)**

Regularly assigned employees booking rest at home terminal will be granted such rest period and will be called after such has expired which will not necessarily hold entire crew in terminal.

**b) - (E)**

At intermediate terminals, employees who have not booked rest may be used in all services.

**c) - (E)**

Employees called and cancelled may book a maximum of fourteen (14) hours rest and hold their turn.

**d) - (E)**

Employees deadheading to points on the line will have the right to book rest after twelve (12) hours on duty including the time for deadheading, or on completion of trip and work required with their train when completed in less than twelve (12) hours.

ON THE ROAD

**16.03 a)-(E)**

Employees may book rest after twelve (12) or more hours on duty by giving the rail

traffic controller at least two (2) hour's notice along with the number of hours of rest desired. If the rail traffic controller will provide a satisfactory run to the destination point, arrangements may be made to continue trip. The employee will be judge of his own condition. Rest booked must be in even hours and cannot be more than seven (7) hours or less than six (6) hours. Rest period will be deducted in computing overtime.

**16.03 b) - (E)**

In one employee train operations the maximum number of consecutive hours on duty is twelve (12) hours from the time the employee came on duty. The employee must advise the rail traffic controller that he will reach the maximum number of consecutive hours on duty two (2) hours prior to the expiration of the twelve (12) hours. After having reached twelve (12) hours on duty, the employee will be relieved of all operational duties and will be required to take at least the mandatory rest on his arrival at the final destination or the first location where accommodations are available. Rest booked must be in even hours and cannot be more than eight (8) hours and not less than four (4) hours. Rest period will be deducted in computing overtime. The employee may be deadheaded prior to or subsequent to the expiration of the 12<sup>th</sup> hour on duty.

**16.03 c) -- (E)**

In one employee train operations, a negotiated nap can be requested after the employee in ore and through freight service has been on duty at least three (3) hours. **An** additional negotiated nap will be permitted four (4) hours following the previous negotiated nap if the engineman did not have the occasion to take an opportunity nap of at least twenty (20) minutes.

The engineman must give sufficient notice to the rail traffic controller in order not to affect the movement of trains. Where practicable, the rail traffic controller will give authorization to stop at the next station.

**16.04 - (E)**

In instances where rest is taken the Railway will provide the necessary accommodation as per a) or b) below. Consideration will also be given to the availability of eating facilities when this is desired by the employee booking rest.

**a) - (E)**

**An** employee may be required to take rest desired prior to the expiration of twelve (12) hours on duty to enable the Railway to provide accommodation or to ensure that other trains can proceed.



**b) - (E)**

In circumstances where proper notice of rest desired has been given and twelve (12) hours on duty have expired and sleeping accommodation cannot be provided or eating facilities are not available, the employee, if relief is not provided, or arrangements have not been made by the rail traffic controller to provide a satisfactory run to destination, will be run to a point where sleeping and eating facilities are available or to the point of destination, light engine.

**16.05 - (E)**

If relief is furnished, the employee(s) will be instructed to deadhead on their train, the first available train, regular passenger train or other to final terminal and will be compensated on a continuous time basis for service and deadheading.

**16.06 - (E)**

Where relief is not furnished and the train is tied up, the time off duty for rest will be deducted in computing time for the continuous trip.

**16.07 - (E)**

Rest booked by one (1) employee will apply to all employees on this train. The employee(s) will first arrange to clear trains which would otherwise be unable to proceed against their train.

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**DISCIPLINE**

**17.01 - (E & CR)**

**An** employee will not be disciplined or dismissed without first being given a fair, complete and impartial hearing of the facts and his responsibility established. Hearing will be conducted by an officer of the Railway. The employee whose case is under investigation may be represented at the hearing by the fellow employee of his choice, who may be a committeeman, and who will be permitted to question witnesses.

After a notice of convocation, the employee and/or his representative will have a twenty-four (24) hour delay in which records will be made available. If the delay is less than twenty-four (24) hours, the employee and/or his representative will have sufficient time to review evidence pertaining to the case.

**17.02 - (E& CR)**

**An** employee may be held off for investigation and will be notified in writing (established by receipt) with copy to the **Union**, of the charges against him. It is understood that the investigation will be held as quickly as possible and that the layover time will be used as far as practicable. It is understood that an employee will not be required to attend an investigation hearing before the expiration of twenty-four **(24)** hours after booking rest (or a twenty-four **(24)** hour notice to Labrador City Yard employees) unless the parties mutually agree otherwise. **An** employee will not be held out of service pending decision except in case of a dismissable offence.

**17.03 - (E& CR)**

Decision will be rendered within six (6) days, excluding Saturdays, Sundays and holidays, from the date the investigation is held and if the employee should desire to appeal from that decision such appeal must be made according to the procedure set out in paragraph 18.01. **On** request the general chairman will be shown all evidence in the case.

**17.04 a) - (E& CR)**

**An** employee held for investigation and reinstated by the Railway subsequent to the Railway investigation shall hold his turn and will be paid a minimum day for each twenty-four (24) hours of actual time lost at the schedule rate for the class of service in which he was last employed.

**b) - (E& CR)**

**An** employee who is required to attend an investigation will be paid a prorated basic day for the time spent at the investigation or a minimum of two (2) hours whichever is greater.

**c) - (E)**

At his choice, after a formal investigation, the employee will not be required to return to service before having taken a maximum of seven **(7)** hours rest; however, if he wishes the employee may request to return to service only the next morning (around 5 a.m.). The Railway will not refuse this request unless there is no employee available.

**17.05 a) - (E& CR)**

The employee and the general chairman will be furnished with a copy of statements made at the investigation and with a copy of the disciplinary action notice if such is the case.

**b) - (E& CR)**

When an employee is required to attend an investigation, the investigation will be held in French or English at the employee's choice.

**c) - (E& CR)**

Employees who are discharged and not re-hired within six (6) months, if subsequently re-hired will be considered as new employees except when reinstated with the consent of the Manager Railway or Superintendent and the agreement of the committee.

**INFORMAL INVESTIGATION**

**17.06 a) - (E& CR)**

Minor incidents will be handled without the necessity of a formal investigation. The employee will be informed that he is passing an informal investigation.

**b) - (E& CR)**

Such incidents will be investigated as quickly as possible by a proper officer(s) of the Railway and subsequently reviewed with the employee(s) concerned.

**c) - (E& CR)**

In cases where the assessment of discipline is warranted, the employee will be advised in writing with copy to the Union within six (6) days excluding Saturdays, Sundays and holidays from the date the incident is reviewed with the employee, except as otherwise mutually agreed.

**d) - (E& CR)**

Should the employee not agree with the conclusions reached by the Railway, or the discipline assessed, the employee will advise the proper officer of the Railway, in writing, within six (6) days excluding Saturdays, Sundays and holidays of receipt of such notification:

- i) that he is not in accord with the conclusions reached by the Railway and requests a formal investigation;
- ii) that he accepts the conclusions reached by the Railway, but will initiate an appeal of the discipline in accordance with Article XVIII of the collective agreement.

### **7.07 - (E & CR)**

In assessing discipline, the Railway will not consider infractions that occurred more than three (3) years from the current infraction. Should a disciplinary action be reduced through the grievance or arbitration procedure, only the resulting discipline will be recorded in the employee's file.

## **GRIEVANCE PROCEDURE**

### **18.01 - (E & CR)**

In discipline cases, the grievance will be presented to a Railway officer in writing within thirty (30) days from the date of the investigation decision. In all other matters, the grievance will be presented within thirty (30) days of the occurrence of the matter. The officer will reply within fourteen (14) days of receipt of the grievance.

### **18.02 - (E & CR)**

If a satisfactory settlement has not been reached at this point, the grievance may be forwarded to the superintendent within thirty (30) days of the Railway officer's reply. The superintendent - Railway will render his decision within the fourteen (14) days following receipt of the grievance.

### **18.03 - (E & CR)**

The grievance signed by the employee will have to be filed on the appropriate form supplied by the Railway and will indicate which articles and paragraphs of the collective agreement have been allegedly violated and the settlement sought.

### **18.04 - (E & CR)**

Any and all time limits established by this Article may be extended by mutual agreement in writing between the Railway and the Union.

### **18.05 (E & CR)**

A grievance is not invalidated by irregularities of form. It can be amended as long as its nature, matter and purpose are not affected by the change.

## **SHORT TURN-AROUND TRIPS**

### **19.01 - (E)**

Employees in turn-around service, turning back at any station shall be paid terminal time computed from the time engine reaches the station switch until time engine passes that switch, departing. This article does not apply in work train service.

Short trips' implementation areas are:

Sept-Iles	-	North Canatiche	>Northbound
North Mai	-	South Nicman	> Southbound
South Mai	-	North Ross Bay	>Northbound
Carol Lake	-	South Dolliver	> Southbound

### **19.02 - (E)**

Employees used in turn-around service from intermediate terminals will not be used for a second trip in such service provided other employees are available. After completion of such service, employees will take their turn in the same direction as when first leaving the intermediate terminal. This article does not apply to work train.

### **19.03 - (E)**

Employees may make more than one (1) short turn-around trip out of the same terminal in the same tour of duty provided that no trip will be started under this rule after the expiration of ten (10) hours on duty, except as a new day. Any employee used under this clause at Sept-Iles shall be placed first on the board. **This** article does not apply in assigned work train service,

### **19.04 - (E)**

An employee ordered for unassigned work train service will be so advised when called. Such notice should indicate destination and approximate length of trip. Employee called thus will stay with such work train and complete the trip without regard to employees at intermediate terminals, but will be returned to the board when released from duty at Sept-Iles.

### **19.05 - (E)**

An employee standing for a second trip will remain first-out provided another employee is available.

**19.06 - (E)**

Employees from Sept-Iles taking their turn South at Mai, at the Railway's request, will be placed at the end of the list in order of their arrival at Sept-Iles. This article does not apply in work train service.

**19.07 - (E)**

Notwithstanding Article XIX and Article VIII, when a train cannot complete its trip going towards Mai, an engineman at Mai already scheduled to go in the same direction as the train can take charge of the train. The train must be located between North Little and South Chico. This engineman can proceed to his final destination without stopping at Mai and changing crew. The Rail Traffic Controller will take all necessary steps to give priority to this train.

If the time on duty exceeds three (3) hours between the time starting at Mai when he is called to service and the time he goes back to Mai, the engineman will have to finish his tour of duty and take his turn in the same direction as when he originally left the intermediate terminal.

If the Railway **uses an** engineman scheduled to go in the opposite direction of the train, he will end his service at Mai and will take his turn in the same direction as when he originally left the intermediate terminal.

**LEAVE OF ABSENCE**

**20.01 - (E)**

At all times, not more than one (1) general committee member will be on leave of absence for work within the committee.

If more than one (1) general committee members are required to be absent at the same time, this leave may be granted by the Superintendent. Such leaves will not be arbitrarily denied.

**20.02 a) - (E)**

The Railway agrees that the Superintendent may authorise a leave of absence of fifteen (15) days or more for employees making the request. Such leave will not be arbitrarily denied.

**b) - (E)**

The Railway agrees that the Superintendent's representative may authorise a leave of

absence of fifteen (15) days and less. Such leave will not be arbitrarily denied.

**20.03 - (E& CR)**

Leaves of absence under this Article shall not be granted for the purpose of engaging in work outside the Railway service. The name of an employee on authorised leave of absence shall be continued on the seniority list.

**20.04 a) - (E)**

Employees filling official positions with the Railway before signature of the 1996 collective agreement will retain seniority acquired to this date provided seniority rights are asserted within thirty (30) days after release from such employment.

**b) - (E)**

As of July 11, 1996, an employee promoted to an official position with the Railway will retain and continue to accumulate seniority for one (1) year after which he must make his choice within thirty (30) days.

**c) - (E)**

Employees elected as representatives of the employees, will retain and continue to accumulate seniority, provided seniority rights are asserted within thirty (30) days after release from such employment

**20.05 - (E& CR)**

During the life of this Agreement, the Railway will not arbitrarily deny leave of absence without pay to employees delegated by the Union to attend and take part in Union conventions and conferences. Such leave shall not exceed an aggregate of fifteen (15) weeks in any year. Not more than two (2) employees will be on such leave at the same time. The Union agrees to give at least two (2) weeks' notice in writing to the Railway requesting such leave and designating the employees for whom it is desired.

**20.06 - (E& CR)**

The Railway will not arbitrarily deny leave of absence during the life of this Agreement for the purpose of working full time for the Union; however, the following conditions must also be met:

**a) - (E& CR)**

not more than one (1) employee for legislative and/or one (1) employee for contract administration purposes may be on such leave at one time;

**b) - (E& CR)**

such leave must be for a period of not less than two (2) months;

**c) - (E& CR)**

such leave will be without pay but seniority will not be affected;

**d) - (E& CR)**

the Union agrees to give at least two (2) weeks' notice in writing, requesting such leave.

**20.07 - (E& CR)**

For the current collective agreement, the Railway agrees to grant leave of absence without pay to one (1) employee per year, during the term of the collective agreement, to attend the Canadian Labour College under the following conditions:

- 1)** it is agreed that the Union will advise the Railway of the name of the employee for whom such leave is requested at least two **(2)** weeks in advance of the date leave is to begin;
- 2)** it is further agreed that a request for such leave will not be arbitrarily denied.

The Railway agrees that the maximum number of days of vacation of an employee who has been granted a leave of absence without pay to study at the Canadian Labour College, will not be reduced as a result of such authorized absence.

**20.08 a) - (E)**

Employees unable to report for work due to sickness or any other good reason must notify the Superintendent or his representative as soon as possible.

**b) - (E)**

**An** employee absent for sickness will not be required to present medical authorization for such absence if the absence does not exceed three (3) days.

**c) - (E)**

The medical certificate must be delivered to the Superintendent or his representative as soon as possible.



**d) - (E)**

In case of abnormal attendance, the employee will be called to a meeting with the Superintendent and the Union General Chairman to explain his absence.

If the absence cannot be justified, the employee will be subject to discipline

**e) - (E)**

In the application of this Article, the Railway may establish communications points where employees will report.

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**FREE TRANSPORTATION**

**21.01 - (E & CR)**

When necessary for an employee to move from one home station to another to exercise his seniority rights, free transportation will be granted for himself, dependent members of his family and household goods. Where roads and unloading facilities are available, personal automobile and one (1) space in car carrier for a boat or camp trailer will be furnished. Special arrangements will be made with the superintendent for the switcher crew.

**21.02 - (E & CR)**

General committee members and Union representatives will be granted Railway transportation privileges.

**21.03 - (E)**

The Railway will continue the present practice of transporting the employees from their train to the camp.

**21.04 - (E)**

On request, passes will be issued to dependants of employees and retirees on the Quebec North Shore and Labrador Railway passenger train in accordance with General Order T27.

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## **SHORTAGE AND OVERPAYMENT**

### **22.01 a) - (E & CR)**

For a payroll error of two hundred dollars (\$200.00) or more, time cheque will be issued. For a payroll error of less than two hundred dollars (\$200.00) it will be paid on next payroll.

### **b) - (E & CR)**

Overpayments of fifty dollars (\$50.00) or less will be deducted on next adequate payroll.

### **c) - (E & CR)**

For other overpayments the Railway will notify the employee, before making deduction, and, arrange to balance the next pay net amount, as if no error was made.

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## **FUTURE YARD OR PASSENGER SERVICE**

### **23.01 - (E)**

If and when passenger and yard service operations are established by the Railway, consideration will be given to conditions thus created and appropriate revisions will be made to this Agreement,

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## **SET OUT AND/OR PICK UP RULE**

### **24.01 - (E)**

Employees required to pick up and/or to set off railway cars, locomotives or both, or perform switching en route will be paid on the minute basis for all time computed from time of arrival to time of departure, in addition to pay for the trip. Work trains are to be excluded from the application of this Article.

### **24.02 - (E)**

Employees required to run more than one (1) mile off main track will be paid miles or hours,

whichever is greater, in addition to pay for the trip. Assigned work trains are to be excluded from the application of this Article.

**24.03 - (E)**

Switching between terminals will mainly be done by Quebec North Shore and Labrador Railway train crews except on tracks owned partially or totally by Wabush Lake Railway and Arnaud Railway.

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**NON-ALLOWANCE OF TIME CLAIMED**

**25.01 - (E)**

Employees will complete and submit time return on completion of each trip or day's work. Where there is a question regarding the time or mileage to be paid, any portion not in dispute will be allowed and the employee will be promptly advised of the portion which is not allowed, together with the reason and one (1) copy of same sent to the General Chairman.

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**DEADHEADING**

**26.01 - (E)**

Employees ordered to deadhead will be paid under the basic day rule at the rate paid employee handling the train upon which called to deadhead, if deadheading by train.

**26.02 a)-(E)**

Deadheading may be combined with service and paid time or mileage, whichever is the greater.

**b) - (E)**

Employees deadheading into their home terminal or at intermediate terminals will be permitted to book rest on the same basis as employees arriving on duty, or on their arrival at the camp whichever comes first.

**c) - (E)**

Employees deadheading on work trains to their home terminal or to intermediate

terminals will be paid until such time they book off duty at the yard office or at the camp as the case may be. The time at the switch will govern their rank on the board.

**26.03 - (E)**

Employees when deadheading by train will be called for departure time of the train.

**26.04 - (E)**

Deadheading will not be paid when exercising seniority.

**26.05 - (E)**

When one or more employees are deadheaded, the first engineman called will be the engineman handling the train. The employee handling the train will stand ahead of the deadheaded employee. When more than one (1) employee is deadheaded at the same time they will retain the relative standing which existed at the time called and protect requirements for service en route and at the next terminal on that basis.

**26.06 - (E)**

Employees working and relieved on line at time laid off, shall deadhead to Sept-Iles and be paid as provided in paragraph 26.01 or 26.02 a) of this Article.

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**SENIORITY**

**27.01 - (E)**

Employees will have seniority on the railway operated by the Quebec North Shore and Labrador Railway Company. Employees of construction companies or contractors on new lines taken over for operation by Quebec North Shore & Labrador Railway shall hold no seniority on that Railway until such seniority is established by agreement between the designated Railway officers and the United Transportation Union.

**27.02 - (E)**

On March 1<sup>st</sup> and September 1<sup>st</sup> of each year seniority lists shall be posted by the Railway on bulletin boards accessible to all concerned with a copy to the Union.

The seniority of an employee hired prior to March 1<sup>st</sup> 1999, will be established by his seniority date posted after his being qualified and assigned as engineman; for an employee hired after March 1<sup>st</sup> 1999, his seniority date will be the date he was hired as an engineman and will be subject to appeal

writing to the Railway for a period of sixty (60) days except that an employee absent on authorized leave for at least thirty (30) days of such sixty (60) days may enter his protest within thirty (30) days after returning to service.

In the event that no protest is made within the limitations of these rules, no protest will thereafter be considered and the established standing will be confirmed on all subsequent lists, except in the case of subsequent typographical errors. When an employee is removed from the seniority list by the Railway, the general chairman of the Union shall be advised in writing as soon as possible.

**27.03 a) - (E)**

Upon return to work, an employee may exercise his seniority in position advertised as per paragraph 32.01 a) during his absence. Employees whose position has been advertised as per paragraph 32.01 a), failing to exercise their seniority following their absence, will be placed last on the general board.

**27.04 - (E & CR)**

Established seniority rights shall automatically terminate as of the date the employee becomes sixty-five (65) years of age or as of the date he is retired in accordance with the Pension Plan whichever is earlier.

**27.05 - (E)**

Preference in manning new lines or extensions will be given to employees covered by this Agreement. This applies to new lines taken over regardless of mileage. The general chairman and not more than two (2) committeemen will not lose pay for meetings convened by the Railway under this Article.

**27.06 - (E)**

Any employee losing his run by reason of its having been discontinued or having been taken by an employee his senior in service shall be entitled to place himself on any assigned run held by an employee his junior, except that such displacement will have to be made within a two (2) hour delay or at the time he is advised of having lost his regular run. Employees failing to make displacement will be placed last on the general board.

**27.07 - (E & CR)**

Employees hired, transferred or joining the bargaining unit after February 22, 1989 and laid off by the Railway for curtailment of work for sixty (60) consecutive months will lose their recall rights and will be removed from the seniority list.

## VACATION

### 28.01 - (E)

Employees shall be allowed vacation with pay varying with length of service and prorated with the months actually worked during each year of service, according to the following scale:

<u>Length of Service</u>	<u>Maximum Days Vacation</u>
1 year	14 days
2 years	18 days
3 years	24 days
4 years and thereafter	29 days

### 28.02 a)- (E)

Employees must have one (1) year of continuous service with the Railway to qualify for vacation with pay as set out in this Article. Time laid off due to lack of work will count as time worked in computing length of service. Maximum days vacation will be prorated with months actually worked during the service year.

### b) - (E)

Employees who are entitled to vacation upon layoff shall receive vacation pay at that time unless the employee advises that he wishes to receive it according to the vacation schedule covering that vacation.

### 28.03 - (E)

Vacation pay will be computed by multiplying the employee's earnings paid in the calendar year immediately preceding the vacation by the percent (%) factor applicable in accordance with the following table:

<u>Length of Service</u>	<u>% Factor of Gross Earnings</u>
1 year	4.14%
2 years	5.33%
3 years	7.11%
4 years and thereafter	9.07%

**.04 - (E)**

Service credit for annual vacation and reference year for vacation with pay will be from January 1<sup>st</sup> to December 31<sup>st</sup> of the previous year.

The vacation schedule for annual vacation and EV will be worked out each year by the Railway in consultation with the Union. Application for vacation commencing between January 1<sup>st</sup> and May 31<sup>st</sup> must be filed with the Railway between October 10<sup>th</sup> and November 30<sup>th</sup>; application for vacation commencing between June 1<sup>st</sup> and December 31<sup>st</sup> must be filed with the Railway between March 1<sup>st</sup> and April 30<sup>th</sup>. Application shall indicate three (3) choices with not less than one (1) month between choices. The vacation schedule should be posted as soon as possible. Once the schedule is posted, an employee's vacation period or periods will not be changed unless mutually agreed between the Railway and the employee concerned. The objective of the vacation scheduling program is to allow the maximum possible number of employees to take their vacation in a period of their preference based on the operational requirements of the Railway.

NOTE: A circular will be issued in each instance reminding employees of this clause

**28.05 - (E)**

Employees shall be required to be off the vacation time earned, which time may be granted in not more than three (3) separate periods neither of which shall be less than one (1) week. At an employee's request, approved medical leave of absence of one (1) week or more may be applied to vacation earned.

**28.06 - (E)**

Employees must have one (1) year's continuous service with the Railway to qualify for vacation with pay. Employees with less than one (1) year's service upon termination will receive four percent (4%) of total earnings in lieu of paid vacation.

**28.07 - (E)**

**An** annual vacation bonus of one hundred and ten dollars (\$110.00) per week or fifteen dollars and seventy-one cents (\$15.71) for each day of annual vacation granted will be paid for vacation days taken from October 1<sup>st</sup> to December 14<sup>th</sup> and January 16<sup>th</sup> to May 31<sup>st</sup>. The vacation bonus will also be paid if annual vacation pay is given to an employee at time of layoff, provided such layoff falls in the above mentioned periods.

**28.08**

At the end of his vacation period, an employee must choose his assignment within the first twelve (12) hours the following day. If he does not comply, his name will be automatically put on the general board at noon the following day.

## HOLIDAYS

### 29.01 - (E)

The general holidays are:

New Years' Day  
Good Friday  
May 1st  
Victoria Day  
St-Jean-Baptiste Day  
Canada Day  
Labour Day  
Thanksgiving Day  
Christmas Day  
Vacation Day

Vacation Day shall be taken with annual vacation and paid according to last ticket prior to vacation or first portion of vacation if taken in more than one part.

### 29.02 - (E)

**An** employee who qualifies within the requirements of ~~Part~~ III of the Canada Labour (Standards) Code and who is not required to work on a general holiday shall be paid an amount equal to his earnings, exclusive of overtime paid at the rate of time and one half (1½), for the last tour of duty he worked prior to the general holiday.

### 29.03 - (E)

**An** employee who qualifies within the requirements of ~~Part~~ III of the Canada Labour (Standards) Code and who is required to work on a general holiday shall, at the option of the Railway:

#### a) - (E)

be paid for work performed by him on the holiday in accordance with the provisions of the wage agreement, and in addition will be given a holiday with pay at the rate specified in paragraph 29.02 on the first (1st) calendar day on which the employee is not entitled to wages following that holiday; or



**b) - (E)**

be paid, in addition to the pay provided in paragraph 29.02, at a rate equal to one and one half (1%) time his regular rate of wages for the first tour of duty worked by him on that holiday.

**29.04 - (E)**

An employee whose vacation period coincides with a general holiday shall be paid the amount specified in paragraph 29.02.

**29.05 - (E)**

For purposes of this Article, the reference in the Canada Labour (Standards) Code concerning “at least fifteen (15) days during the thirty (30) calendar days” is deemed to read “twelve (12) days during the thirty (30) calendar days”.

**BROKEN TIME**

**30.01 - (E)**

When two (2) employees on regular runs change off during a day's work the names of both men shall appear on the time tickets submitted and the earnings will be computed on the same basis as though one (1) man had performed the day's work. The earnings for the day will be apportioned between the two (2) men on basis of service performed.

**30.02 - (E)**

Employees prevented from completing a trip or day's work due to illness will be paid for actual time on duty or mileage up to the time relieved from duty. Employees prevented from completing a trip or day's work due to injury sustained on duty will be paid for actual time on duty or mileage made up to the time relieved from duty whichever is the greater but not less than a basic day. Employees called to relieve other employees for completion of trip or day's work due to illness or injury on duty will be paid not less than a basic day.

## **SAFETY, HEALTH AND ENVIRONMENT**

### **31.01 - (E & CR)**

The Railway will take necessary measures to provide adequately for the safety and health of its employees.

### **31.02 - (E & CR)**

The Union and the Railway shall co-operate on mutual problems concerning the health and safety of employees and environment protection.

### **31.03 a) - (E & CR)**

Each employee shall be allowed a complete annual industrial examination which will be carried out in accordance with the medical standards prescribed by the Railway designated physician.

### **b) - (E & CR)**

The examination may be carried out by the physician designated by the Railway or by the physician of the employee's choice if permitted by law. Should the employee not use the services **of** the physician designated by the Railway, the Railway will pay an amount up to the cost of providing the complete industrial examination through the Railway. Where the employee uses the services of the physician of **his** choice for the industrial examination, the examination results required for employment purposes shall be forwarded to the Railway designated physician.

### **c) - (E & CR)**

The above examinations will be carried out outside the employee's work hours and the employee will be allowed one (1) hour at his regular straight time rate for attendance at such examination.

### **d) - (E & CR)**

Examinations required by law will be at the Railway's expense. Should the Railway require that such examination be taken on a specific day, the Railway **will** arrange time of the appointment so that the employee does not suffer loss of wages.

#### **1.04 - (E& CR)**

The Railway will continue to furnish, free of charge, protective equipment and other safety devices necessary to assure the safety and health of employees during working hours in accordance with its present practice. One (1) week prior to the introduction of new compulsory personnel safety devices, the Railway will advise the Union advisory safety committee. The Union may request the Railway to convene a meeting on same.

#### **31.05 - (E& CR)**

In order to further safety and establish desirable communications to this effect, a joint health, safety and environment committee shall be set up at Sept-Iles, composed of two (2) members from which one (1) can attend meetings and a committee at Labrador City composed of one (1) representative of the Labrador City yard employees. Union representatives will have at least six (6) months seniority with the Railway and have knowledge of the conditions and practices. The Union will advise the Railway of the names of the employees who are members of the committee and of any changes that might occur.

#### **31.06 a)- (E)**

A meeting shall be held not more than once per month at a time mutually agreed between the joint health, safety and environment committee and the superintendent or his representative. One basic day will be paid for each member of the committee who takes part in such meeting. Recommendations submitted in writing by the committee not less than one (1) week prior to the date of the meeting shall be reviewed to consider measures taken or that the Railway intends to take to maintain **or** improve safety standards and to discuss suggestions that either party may find desirable to make. If one **or** the other of the parties so desires, a **full** time Union representative may attend the meeting.

#### **b) - (CR)**

The Union representative on the joint health, safety and environment committee will be allowed a maximum of eight (8) hours at his regular straight time hourly rate, every two (2) weeks, for the preparation and his participation in the monthly meeting with the Railway Supervisor at Labrador City.

#### **31.07 - (E& CR)**

Apart from regular committee reports, the Railway will take into consideration any interim recommendations made by a committee member to the superintendent. These recommendations may be based on the observations of the committee members themselves or based on reports of matters brought to their attention by employees. The Railway will advise the joint health, safety and environment committee in writing, of its intentions with respect to the recommendations as

romptly as possible but not later than the next scheduled meeting with the Railway.

### **31.08 - (E & CR)**

The safety department will forward to the joint health, safety and environment committee, a copy of the Railway report, on all lost time accidents.

### **31.09 - (E & CR)**

During the life of the present collective agreement, it is the intent of the Railway to provide for eye examinations and prescription safety glasses under the following conditions:

- 1) if the employee does not use the services of the Railway optometrist, he will be reimbursed a maximum of twenty dollars (\$20.00) for an eye examination, not more than once a year, upon presentation of a proper doctor's invoice;
- 2) when prescription safety glasses are required, the Railway will pay an amount up to the cost of providing the safety glasses through the Railway;
- 3) under the same conditions as 2) above, the Railway will replace safety glasses broken or damaged on the job.

### **31.10 - (E & CR)**

- 1) Should an employee contract an industrial disease from the Railway work processes which renders the employee unable to maintain necessary standards of health on the job he was regularly performing, the employee will be moved to some other job for which he is qualified. The foregoing will also apply to an employee who contracts an industrial disease from the Railway work processes, for which a permanent partial disability is recognised under appropriate legislation.
- 2) Should the Railway not offer the employee a job of equal or higher rate, the employee will be treated as being laid off and the Articles relating to employees being laid off will apply.
- 3) If the employee is treated as being laid off, the Railway will maintain the difference between the rate of the regular job held and the rate of the job obtained.
- 4) If an employee refuses a job of equal or higher rate, for which he qualifies medically and in accordance with the terms of the collective agreement, he shall be paid the standard hourly rate of the job in which he exercises seniority.
- 5) If there is disagreement as to the employee's medical condition rendering the employee unable to perform a job under the terms of 31.10 (I), the employee shall be examined

by a physician chosen by the employee's physician and the Railway designated physician. The medical opinion of the third physician after examination of the employee and consultation with the other two (2) physicians shall decide the matter. The fees and expenses of the third physician shall be shared equally by the Railway and the Union. Regular wages lost and reasonable expenses incurred by the employee, as a result of an examination required by the third physician will be paid by the Railway.

### **31.11 - (E& CR)**

In the case of accidents which result in disabling injury, there will be a fact-finding investigation, if need be, and the Railway will immediately, but not later than forty-eight (48) hours from the time of the accident, notify a member of the joint health, safety and environment committee. On request, a Union representative of the joint health, safety and environment committee, accompanied by a Railway representative, may visit the injured employee and arrangements will be made to do so. The Union representative of the joint health, safety and environment committee will be paid at the hourly basic rate for each hour of the meeting with the injured employee, up to a maximum of two (2) hours. Each will submit his report to the joint health, safety and environment committee.

### **31.12 - (E& CR)**

At any time a safety hazard develops, a member of the joint health, safety and environment committee may report it on a form supplied by the Railway, to the Railway representative who will furnish written advice within five (5) days (excluding Saturdays, Sundays and holidays) of the appropriate action to be taken by the Railway.

### **31.13 - (E& CR)**

- 1) Should an employee believe that there exists an unsafe, unhealthy or dangerous condition according to the Uniform Code of Operating Rules and the Canada Board of Transport Regulations, with respect to the area in which he is working, other than the normal hazards in his work or working area, he shall have the right to stop working and he shall immediately report the condition to his supervisor who shall immediately investigate the condition and take steps as appear necessary to correct it.
- 2) If the employee is not satisfied with the decision of his supervisor he shall have the right to be relieved from duty on the job in respect of which he has complained, and will be assigned to another job, at his regular rate, or the rate of the job performed if higher. Should the stoppage of work due to an alleged unsafe, unhealthy or dangerous condition affect other employees such employees will be reassigned to other jobs at their regular rates, or the rate of the job performed if higher.
- 3) As soon as possible, a Union and a Railway representative of the joint health, safety and environment committee will be called in by the supervisor to inspect the alleged

unsafe condition. The employee may be called in at the request of a committee representative.

- 4) If the representatives agree that the condition was in fact unsafe, the employee shall be reassigned to the job when the unsafe condition has been remedied.
- 5) If the representatives disagree as to the safety of the condition, the Union shall have the right to file a grievance at step 2 of the grievance procedure in accordance with paragraph 18.02 or request appropriate governmental intervention. On the other hand, the employee shall have the right to file a grievance at step 1 of the grievance procedure for wages he claims to have lost as a result of the alleged unsafe condition.
- 6) Pending resolution of the matter, the Railway has the right to offer the work in dispute to another employee who will be advised of the refusal by the regular employee to perform the work for safety reasons. If this other employee refuses to perform the work in dispute, while awaiting the resolution of the problem by one or the other of the methods set out in 5) above, the Railway will have the right to continue to have the work performed.
- 7) The Railway may present a grievance in the event that paragraph 31.13 is subject to vexatious or abusive treatment.
- 8) Due to the special conditions involved in this bargaining unit and because of the applicable regulations namely, the Uniform Code of Operating Rules and the Canada Board of Transport Regulations, the parties acknowledge that special arrangements may be required concerning the application of paragraph 31.13. To this end the parties agree to make the necessary provisions for application of this Article as the need arises.

## **ASSIGNMENTS AND VACANCIES**

### **32.01 a)-(E)**

Temporary vacancies for employees in all assigned services known to be vacant more than seven (7) days will be bulletined each Monday, Wednesday and Friday. Vacancies will be assigned at noon (12:00) on the following bulletin day. If the terminal of a regular assignment is changed or the layover changed so as to materially affect the assignment, it will be re-bulletined. Vacancies may be bulletined in advance and in such cases, assignments will be effective when new assignment is established or when vacancy occurs.

**b) - (E)**

Each work train assignment or vacancy will be bulletined separately.

**c) - (E)**

All assignments will be re-bulletined on the first bulletin day after April 1<sup>st</sup> and November 1<sup>st</sup>.

**32.02 - (E)**

When possible, an assigned employee will be placed on assignment not later than the bulletin day following the assignment. Employee **successfully** bidding from work trains or other runs at outside points will remain on such runs during the life of the succeeding assignment bulletin except when he enters home terminal. No employee shall be permitted to bid back on **his** own vacancy in any service unless he has been displaced from **his** new assignment.

**32.03 - (E)**

Applications for bulletined vacancies will be made in writing to the Superintendent and the senior employee making application will be assigned. When no written application is received the junior unassigned employee will be assigned.

**32.04 - (E)**

Regular employees will be assigned to handle permanent work trains and such other regular or particular service as may be established.

**32.05 - (E)**

General board employees, when available, will man temporary vacancies in all assigned services.

**32.06 - (E)**

Any employee may vacate his assignment by requesting that such assignment be bulletined as a vacancy, with the understanding that the employee making such request will remain on the assignment during the life of the vacancy bulletin, except when the employee enters the home terminal. The name of the employee vacating assignment in this manner will be placed on the general board, unless he has been assigned under paragraph 32.03, in which case he may exercise seniority.

### **32.07 - (E)**

Assigned work trains regularly working night shifts, will be so bulletined and assigned. In the exercise of seniority, employees may displace junior employees in work train service at any location and may choose between night and day assignments. This rule does not guarantee that the working hours of any assignment may not be changed at any time without cancelling or re-bulletining the assignment.

### **32.08 - (E)**

Employees in assigned service will be given all possible advance notice of date and time assignment will be in effect. Employees holding assignments being discontinued will be so notified before going off duty on last day worked and if not notified will be paid a minimum day for each day lost as a result.

### **32.09 (E)**

It is agreed that the jobs on the way freight and the passenger train will be on a rotation system according to those rules:

- The rotation for those jobs will be for a minimum and a maximum of sixteen (16) weeks and will not be considered assigned jobs for the purposes of this collective agreement.
- This job is protected by the employee except in cases of illness and vacation.
- There will be an eight (8) week interval for locomotive engineers' replacements.
- The Union will provide the list of locomotive engineers.
- To start-up this new system, the first two (2) locomotive engineers on passenger trains and way freights must be experienced employees.
- The Company will provide a schedule for passenger trains and way freights.

**On** the passenger train, the locomotive engineers must come to work dressed according to the Railway's criteria. If they are required to wear a specific article of clothing, the Railway will have to pay for the item.

Notwithstanding the dispositions of articles 16.01 a) and 16.03 a), the locomotive engineer can book rest after sixteen (16) hours of duty or after finishing his circuit and work required on his train in less than sixteen (16) hours, always according to Transport Canada's rules on the number of hours on duty.





## **EMPLOYEES - GENERAL BOARD**

### **33.01 - (E)**

All employees on the general board will work on a first-in first-out basis at Sept-Iles and at other points to be determined as well as at other remote intermediate terminals.

### **33.02 - (E)**

Employees on the general board will be called in turn, in unassigned services according to their availability. **An** employee not available will lose his turn and placed at the end of the list.

### **33.03 - (E)**

**An** employee on the general board arriving Sept-Iles and subsequently obtaining an assignment, who is displaced before making a trip, will be advised as soon as possible. He must be advised of what position he is eligible to hold and if he decides to go back to the general board, he will hold the same position he originally held on **his** arrival. If employee holding the same position is already out of Sept-Iles he will become first-out.



## **LAID OFF EMPLOYEES**

### **34.01 - (E)**

**An** employee laid off shall be recalled in order of seniority when staff is increased

### **34.02 - (E)**

In case of staff reduction, the junior employees will be laid off first.

### **34.03 - (E)**

Employees recalled as provided in this Article will be guaranteed not less than fifteen (15) days before they may be again laid off.

### **34.04 - (E)**

A laid off employee who desires to return to the service when work is available for him must keep the superintendent's office and the general chairman advised of his address in order that he may be

adily located.

**34.05 - (E)**

When an employee on layoff is to be recalled, he shall be notified of his recall by registered mail forwarded to his last **known** address. The employee shall advise the Railway within five (5) days of the date of receipt of the recall notice whether or not **he** intends to accept the recall. If he advises that he accepts, he will be obligated to return to work within fifteen (15) days of date of recall. Failure to report within that time shall be considered a voluntary termination unless additional time to report to work was granted to him.

**34.06 - (E)**

Employees who have completed their probationary period will be given a minimum of fifteen (15) days notice by circular, of force reduction except in cases of unforeseen circumstances.

**METHOD OF PAYMENT**

**35.01 - (E)**

Employees in work train service will be guaranteed not less than one hundred and twenty-eight (128) miles or eight (8) hours for each day (including legal holidays and Sundays) exclusive of overtime. When working with the auxiliary, work train rates will be paid.

**35.02 - (E)**

Employees in assigned way freight or road switcher service shall be guaranteed not less than one hundred and twenty-eight (128) miles or eight (8) hours for each calendar working day (including legal holidays) they are available for service exclusive of overtime.

**35.03 - (E)**

In all services, employees available for duty the entire two (2) week pay period will be paid not less than the equivalent of fifteen hundred (1500) miles. Employees established and available only part of the pay period will be credited prorata with such miles, for each day they are available for duty notwithstanding paragraph 35.05.

**35.04 - (E)**

The Railway agrees to maintain the practice of considering employees available if they book-on by noon (12:00 hours) of any calendar working day and remain available until at least 24:00 hours.

**35.05 a) - (E)**

Employees on the rotation system in revenue passenger service between Sept-Îles and Schefferville will be paid not less than two thousand one hundred and fifty (2150) miles for each two (2) week period providing they are available for duty the entire two (2) week period.

**b) - (E)**

In passenger train service, payment for holiday will not be used when computing pay period guarantee.

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**EMPLOYEES NOT CONSIDERED ABSENT**

**36.01 - (E)**

Employees on the rotation system assigned to passenger train runs or way freights will not be considered absent from duty after being relieved on arrival at final terminal at end of day's run until again required for their regular assignment.

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**ENGINES FURNISHED**

**37.01 - (E)**

At terminals, it will be the responsibility of the train movement department to provide engines in proper repair, fully serviced and supplied with required equipment as per Board of Transport Regulations.



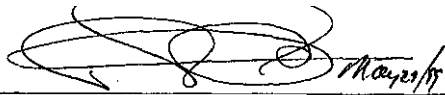
## **DURATION OF THE AGREEMENT**

### **38.01 - (E & CR)**

**This** collective agreement signed **on** May 25, 1999 shall be effective **as** of March 1<sup>st</sup>, 1999 until February 29, 2004 and thereafter until revised or superseded subject to notice by either parties within the three (3) months preceding the expiration of this agreement.

**HEMIN DE FER QNS & L  
QUEBEC NORTH SHORE &  
LABRADOR RAILWAY**

**LES TRAVAILLEURS UNIS DES  
TRANSPORTS, Local 1843 M & CR  
THE UNITED TRANSPORTATION  
UNION, Local 1843 E & CR**



D. Porter



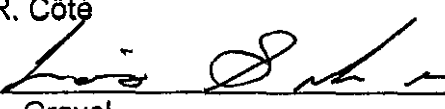
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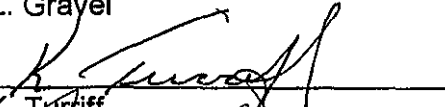
P. Girard



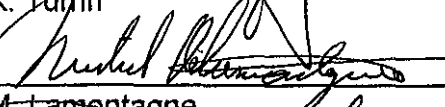
R. Côté



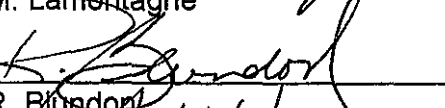
L. Grayel



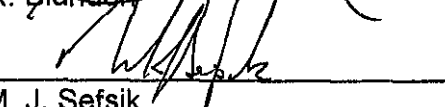
K. Turriff



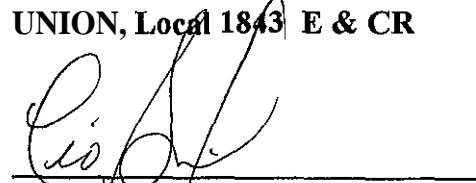
M. Lamontagne



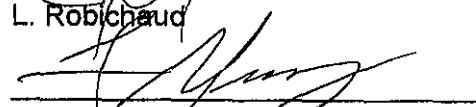
R. Blundon



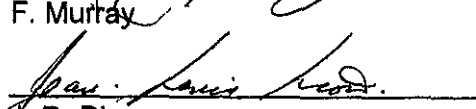
M. J. Sefsik



L. Robichaud



F. Murray



J.-D. Dion



J. Hynes

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Sept-Îles, le 25 mai 1999

**PROVISIONS APPLYING ONLY TO QNS&L EMPLOYEES WHOSE HOME  
TERMINALS AT LABRADOR CITY**

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**YARD SERVICE - (CR)**

**1.01 - (CR)**

QNS&L employees employed at Labrador City will have "protected rights" to yard service at Labrador City. It could also include short turn-around freight service between Wabush Junction and ~~Ross~~ Bay Junction.

- 1.02** It is recognized that it may be necessary to change or re-establish recognized switching limits in order to render switching services required because of extension of industrial activities. Such changes will be discussed with the local committee in advance.
- 1.03** The Carol Lake Yard Office is the designated point for going on and off duty. Any change will be brought to the attention **of** the local committee at least thirty (30) days in advance.
- 1.04** Short turn-around passenger service between Wabush Junction and Ross Bay Junction will be considered as part of yard service.

**RATES OF PAY**

**2.01 - (CR)**

Regular Hourly Rate of Pay:

<u>MARCH 1, 1999</u> <sup>(1)</sup>	\$23.68
<u>MARCH 1, 2000</u> <sup>(2)</sup>	\$23.88
<u>MARCH 1, 2001</u> <sup>(3)</sup>	\$24.08
<u>MARCH 1, 2002</u> <sup>(4)</sup>	\$24.38
<u>MARCH 1, 2003</u> <sup>(5)</sup>	\$24.73

- NOTE: (1) \$0.59 fold-in C.O.L.A. float  
 (2) \$0.20 increase to base rate + 1/3 of C.O.L.A. float as at March 1, 2000  
 (3) \$0.20 increase to base rate + 1/3 of C.O.L.A. float as at March 1, 2001  
 (4) \$0.30 increase to base rate + 1/3 of C.O.L.A. float as at March 1, 2002  
 (5) \$0.35 increase to base rate + 1/3 of C.O.L.A. float as at March 1, 2003

**2.02 - (CR)**

Carol Lake Yard service enginemen will receive for each shift they are training a student engineman a premium as follow:

As of March 1 <sup>st</sup> , 1999:	\$30.00
As of March 1 <sup>st</sup> , 2001:	\$35.00
As of March 1 <sup>st</sup> , 2003:	\$40.00

**HOURS OF WORK AND OVERTIME PAY - (CR)**

**3.01** The following paragraphs are intended to define the normal hours of work per day or per week and days of work per week,

**3.02** For the purpose only of computing overtime, and not as limitation upon the scheduling of employees for work, the work week shall be a period of seven (7) consecutive days

commencing with the beginning of the night shift on Monday, and the work day shall be a period of twenty-four (24) hours commencing at the beginning of the night shift of the yard as scheduled by the Railway.

**3.03 a)** The first four (4) hours worked in excess of eight (8) hours in any day or hours worked in excess of forty (40) in any work week or on assigned days off shall be paid at the rate of one and one half (1½) times the regular rate. Hours worked in excess of twelve (12) in any day shall be paid at the rate of twice (2) the regular rate. Any time allowed and paid as overtime in any working day shall not be used to compute overtime during the work week and to the extent that hours are compensated for at overtime rates under one (1) provision they shall not be considered as hours worked in determining overtime under the same or any other provision.

**b)** Work scheduled and performed on Sunday will be paid for at the rate of time and one half (1½). Work performed on Sunday in excess of eight (8) hours, or in excess of forty (40) straight time hours in the work week will be paid for at double (2) time.

**c)** In any period of overtime which ends with an incomplete half (½) hour, that portion of the half (½) hour will be rounded to a full half (½) hour for pay purposes.

**3.04 a)** Overtime hours for regularly assigned employees will be worked on a voluntary basis provided the requirements of the service are met and it will be distributed equitably in rotation. Overtime lists will be based on seniority and a list of overtime worked by all eligible employees will be posted. It is understood that an employee who refuses overtime will be debited with the number of hours he would have worked had he accepted. It is also understood that employees who consistently refuse overtime may be temporarily dropped from the eligible list for two (2) months from the last date refused and may be reinstated on the list upon request.

**b)** Regular scheduled shifts lost by employees for authorized leave of absence on Union business will count as shifts worked for the purpose of computing overtime. Overtime hours refused by employees on account of Union business will not be debited under the provisions of paragraph 3.04 a).

**3.05** Employees shall be allowed a lunch period of twenty (20) minutes inclusive of said eight (8) hour period within one half (½) hour of the mid point of the shift. However, where necessary for continuous ore loading operations and emergencies, employees will maintain supervision of their equipment during this lunch period.

**3.06** *An* employee who actually begins work on his regular shift will be paid four (4) hours at the prevailing hourly wage rate of that occupation provided that such employee shall perform other work to which he may be assigned.

**3.07** In the event the employee completes more than four (4) hours' work on his regular shift, he



will be paid a full shift at the prevailing wage rate of his occupation provided that such employee shall perform other work to which he may be assigned.

- 3.08** It is mutually agreed that the provisions of 3.06, 3.07 and 6.01 shall not apply in cases where work is not available due to causes beyond the reasonable control of the Railway.
- 3.09** Overtime rates shall not apply to time worked by an hourly rated employee in excess of his regular work day or work week when such time is due to change of shift of the regular work schedule.
- 3.10**
- a)** Because of the inconvenience caused to the Railway and other employees, an employee, except for reasons of certified sickness, must request permission to miss his regularly scheduled shift at least two (2) hours in advance of the commencement of his shift. Such request will not arbitrarily be denied.
  - b)** Permission requested under this paragraph must be obtained through the established communications point for this purpose.
  - c)** In case of certified sickness, the employee shall notify the Railway of such sickness as soon as possible but in any case not later than four (4) hours prior to the commencement of the next shift on which he was scheduled to work. However, where the employee is hospitalized or seriously ill, consideration will be given to the circumstances giving rise to the absence. Such notification shall be made through the same channels as set forth in the preceding paragraph.
- 3.11** If required for continuous operations, employees will remain on the job at the end of their shift until their relief arrives or until the Railway arranges for another relief. It is mutually agreed that no employee should be required to work more than two (2) hours after the end of his regular shift in such cases.
- 3.12**
- a)** Shift schedules will be posted when possible seventy-two (72) hours prior to the change taking effect.
  - b)** Should an employee's shift schedule be changed without having given him at least twenty-four (24) hours notice of the change, he will be paid double (2) time for hours worked on the first shift of the changed schedule.

## **LEAVE OF ABSENCE - (CR)**

- 4.01**
- a)** Any employee may be granted a leave of absence upon submitting a written request to his supervisor outlining the reasons for the leave and its length. Leaves of absence will

not arbitrarily be denied, but management shall have the sole right to grant leave and determine its length. If the Railway denies a leave of absence submitted in writing, the reasons for this refusal will be given to the employee in writing. Leaves of absence for more than ninety (90) days must be approved by the superintendent and the general chairman. The only benefit accrued during leave will be seniority. Any employee while on leave of absence shall not become entitled to or have accrued to him any benefits which arise under this Agreement, other than his seniority.

- b)** During the life of this Agreement, to further an employee's educational standard, a leave of absence may be granted without pay to one (1) employee at a time, who has at least two (2) years seniority in the bargaining unit, to attend on a **full** time basis, a course of studies of at least ten (10) months duration at a recognized educational institute. Employees must submit a letter of acceptance from the institute not less than six (6) weeks prior to the start of the leave requested. Such leave shall at no time exceed the time required to complete the course of study in that academic year and paragraph 4.01 a) shall apply. Seniority will be considered in granting leave of absence, however, if the course of studies lasts more than one (1) year, renewal of the leave will be considered ahead of a new leave.

**4.02** An employee who is absent without leave for a period of five (5) consecutive shifts on which he was scheduled to work will be considered as having voluntarily terminated his service with the Railway.

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## **SHIFT PREMIUMS - (CR)**

**5.01** - For the purpose of this Article:

- a)** all shifts beginning after 20:00 hours and up to 06:00 hours will be night shifts;
- b)** all shifts beginning after 06:00 hours and up to 12:00 hours will be day shifts;
- c)** all shifts beginning after 12:00 hours and up to 20:00 hours will be afternoon shifts

**5.02** A shift premium of forty-five cents (\$0.45) per hour shall be paid for shifts beginning after 20:00 hours and up to 06:00 hours.

**5.03** A shift premium of thirty cents (\$0.30) per hour shall be paid for shifts beginning after 12:00 hours and up to 20:00 hours.

**5.04** Shift premiums shall be computed in overtime.

**05** Premium time shall be determined by the shift for which the employee is scheduled

## **REPORTING AND CALL BACK - (CR)**

**6.01** If an employee reports for work on his regular scheduled shift without having been notified previously not to report, and if sufficient work is not available, he shall be given at least four **(4)** hours' pay at his regular rate for that day at the standard rate for his occupation.

a) If an employee reports to work on his regular scheduled shift within his bargaining unit, and before the shift starts it is known that there is no work for the employee in his classification and on his regular shift, for the full shift, the employee will be allowed to go home with pay as indicated in paragraph 6.01 of this Article. If he is offered another job for the full shift, and he accepts, he will be paid his regular rate. If he declines and provided the job offered is one the employee can reasonably perform he will be allowed to go home without pay as indicated in paragraph 6.01.

b) Mer an employee has worked the first half of the shift, he may be sent home by his supervisor provided the employee is so notified before the end of the first half of the shift.

**6.02** Employees called out to work outside their normal and regular hours shall be paid a minimum of four **(4)** hours at straight time rates or twice the regular rate for actual hours worked on the call-out, whichever is the greater. Work required under the foregoing circumstances will be confined to work necessitated by the call-out. If, however, employees are informed before the end of their regular shift to commence work before their next regular starting time, the time will be computed continuously with the regular day's work and the time worked before the regular starting time will be paid for at the applicable rate.

### **“Normal” Overtime will be paid for:**

1. Continuous hours worked following his regular shift
2. All hours worked in continuity with the start of the next shift, where employee is advised before end of his preceding shift.
3. Work performed on assigned rest days where employee is advised before end of last shift he works before his rest days.
4. Replacing an absentee for a complete shift or part of a shift and he will be told who he is replacing and the work to be done, when he is called or when reporting to work.

The employee on regular annual vacation is not considered an absentee.

5. The employee called in to work an extra shift and at time of call he is told that we expect him to work a minimum of eight (8) hours according to a predetermined schedule and he will be advised at least four (4) hours before the start of the regular shift, and for the day shift he will be advised before midnight.

**“Call-out” time will be paid for:**

6. Subject to items 4. and 8., employees called **after** leaving the job, to perform a specific job. Work to be performed will be specified and the employee is expected to work the hours required by the call-out or until he is relieved.
7. Employee called on assigned rest day and who is not advised as in 5. above and who is not called as a replacement.
8. Employee called to work for less than **full** shift and continues working on regular shift without relief (hours prior to regular shift paid as call-out).

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## **NORTHERN ALLOWANCE - (CR)**

**7.01** Effective March 1, 1996 a Northern Allowance of two hundred and forty-seven dollars (\$247.00) per month per single status employee and two hundred and sixty-two dollars (\$262.00) per month per married status employee will be paid subject to the following conditions:

1. One (1) only northern allowance per family will be allowed at the married status rate.
2.
  - a) Eligible employees must have earnings or be on annual vacation in order to receive northern allowance.
  - b) Annual vacation pay received at layoff or while on layoff or upon termination of employment is not considered as vacation taken or as earnings for the purpose of northern allowance.
  - c) At time of termination or layoff employees with regular earnings for less than a full calendar month will receive *prorata* northern allowance for that month based on the number of days in that month to date of termination or layoff divided by 30.
3. Northern allowance is not considered as earnings for the purpose of computing vacation pay.

4. **An** employee will be eligible for northern allowance in the calendar month following completion of his probationary period and shall be paid on a pro-rated basis.
5. **An** employee changing "status" as outlined above must notify the personnel office of such change.

**VACATION WITH PAY - (CR)**

- 8.01 Vacations shall be granted through all the year in accordance with the schedule drawn up under the provisions of paragraph 8.02.
- 8.02 The vacation schedule for regular vacation will be worked out each year by the Railway and Union Representatives with the aim of posting the schedule not later than November 30th. The schedule may be reviewed periodically as the need arises as to the number of employees to be released, however, except in the case of unforeseen circumstances, the schedule will not be altered without consent of both parties. The objective is to allow the maximum number of employees vacation in the period of their preference based on the operational requirements of the Railway. A copy of the posted schedule will be sent to the Union.
- 8.03 Each year of completed continuous service with the Railway qualifies the employee for vacation in accordance with the following schedule (8.04).
- 8.04 a) Employees shall be allowed annual vacation with pay varying with the length of continuous service and prorated with the months actually worked during the year according to the following scale:

<u>Length of continuous service</u>	<u>Maximum days allowed vacation</u>
Mer 1 year's service	18 days
After 2 years' service	23 days
Mer 3 years' service	28 days
After 4 years' service	33 days

Length of continuous service is determined starting December 31<sup>st</sup> of each civil year and shall include any time an employee is on lay off by the Railway due to lack of work and during which the employee retains and continues to accumulate seniority.

b) Employees hired before December 31<sup>st</sup> will be entitled to paid vacation based on their continuous service prorated on the months worked between their date of hire and December 31<sup>st</sup>, according to the scale of the first year.

**8.05 a)** Maximum calendar days shall not be reduced as a result of authorized absences due to medical or other approved leaves and work accidents during the course of the year entitling an employee to vacation except authorized absences or other approved leaves for Union business of a duration of one (1) month or more.

b) Maximum days allowed vacation shall be reduced, on a prorata basis, by complete months not worked due to layoff but in no case will the maximum days allowed be less than fourteen (14).

c) The maximum days allowed vacation may be split in not more than three (3) separate periods neither of which may be less than one (1) week. At an employee's request, approved medical leave of absence of one (1) week or more may be applied to vacation earned.

An employee who, since his last annual vacation, has lost time which is at least the equivalent to the vacation time to which he is entitled, may upon request, receive vacation pay in lieu of vacation for the time lost in excess of fourteen (14) days.

d) For each two (2) consecutive days of non authorized absence during the year entitling an employee to vacation, the applicable maximum calendar days vacation due an employee, as determined in paragraph 8.04, shall be reduced by 1/2 of a day but in no case will the vacation days entitlement be less than fourteen (14) days.

e) An annual vacation bonus of one hundred and ten dollars (\$110.00) per week or fifteen dollars and seventy-one cents (\$15.71) for each day of annual vacation granted will be paid for vacation days taken from October 1<sup>st</sup> to December 14<sup>th</sup> and January 16<sup>th</sup> to May 31<sup>st</sup>. The vacation bonus will also be paid if annual vacation pay is given to an employee at time of layoff, provided such layoff falls in the above-mentioned periods.

**8.06 a)** Annual vacation pay shall be computed by multiplying the employee's gross earnings paid for the calendar year preceding the vacation by the percent factor (%) corresponding to length of service as outlined below.

<u>Length of continuous service</u>	<u>% of earnings factors</u>
After 1 year	5.33%
After 2 years	6.81%
After 3 years	8.29%
After 4 years	9.77%

For employees hired before December 31<sup>st</sup>, the vacation pay will be calculated by multiplying the employee's gross earnings, according to the payroll year, by the percent factor of the first year.

b) Vacation pay shall be considered as earnings for computing subsequent vacation pay.

**8.07** It is the desire of the Railway and the Union that every employee entitled thereto shall receive a vacation; and an employee shall not be entitled to any payment in lieu of a vacation unless the Railway and the employee shall agree that, due to operating requirements and employment conditions, the employee shall not take such vacation or portion thereof, in which case the Railway shall pay to him an allowance equivalent to his vacation pay in lieu of such vacation.

**8.08 a)** Employees who are eligible for vacation pay may request same up to fifteen (15) calendar days in advance and will receive same not later than seven (7) calendar days prior to the date they are scheduled to proceed on authorized vacation. In cases where the amount of actual vacation pay is not available within the time specified above, employees will receive an approximation thereof, which will be subsequently adjusted.

b) Employees who are entitled to vacation upon layoff shall receive vacation pay at that time unless the employee advises that he wishes to receive it according to the vacation schedule covering that vacation.

c) Employees who are eligible for vacation pay will receive same at the time they are discharged.

**8.09** Employees with less than one (1) year's continuous service, for vacation purposes will receive, upon a break in continuous service, 4% of gross earnings since their date of hire. Employees with more than one (1) year's continuous service for vacation purposes will receive, upon a break in continuous service, 4% of gross earnings since the date of the pay period nearest to their last hiring anniversary date in addition to vacation pay to which they may be entitled under paragraph 8.06.

**8.10** An employee who returns from vacation will be entitled to overtime for days worked in the week he returns on the same basis as for the same week as if he had not been on vacation and had worked his regular scheduled week.

**8.11** Employees and their immediate dependents will be entitled once per vacation year, provided the employee has acquired vacation rights, to a free return passage Labrador City to Sept-Iles or Schefferville via Quebec North Shore & Labrador Railway. At vacation time and for the same purpose the employee will be entitled to free return transportation, as provided by the Quebec North Shore & Labrador Railway, for his personal automobile and one (1) space in a "car carrier" for his personal trailer, motor home, camper, canoe or

boat on trailer. In the event that the trailer, motor home, camper, camper pick-up or boat on trailer, exceeds the normal limits of the "car carrier", one (1) space on a flat car will be provided for the trailer, motor home, camper, camper pick-up or boat on trailer. Any charges incurred in excess of 6,000 pounds will be at the employee's expense. For the purpose of this Article the personal automobile may be in the spouse's name. Furthermore, each employee will be entitled to a second free return passage for his personal automobile from Labrador City to Sept-Îles via Quebec North Shore & Labrador Railway.

## **HOLIDAYS - (CR)**

- 9.01 a)** For any of the holidays hereafter mentioned, the employee will receive a holiday pay equal to eight (8) times his regular hourly rate provided that the employee is entitled to wages for twelve (12) or more days during the thirty (30) calendar days immediately preceding the holiday.

New Year's Day  
St. Patrick  
Good Friday  
Victoria Day  
Canada Day  
Regatta Day  
Labour Day  
Remembrance Day  
Christmas Day  
December 26th

- b) Should one or more of the holidays set out in paragraph 9.01 a) occur during the period of an employee's annual vacation, the employee shall be entitled to holiday pay for each such holiday and his vacation will be extended by such day or days.
- c) The date for Regatta Day will be established annually by the Iron Ore Company of Canada.
- 9.02** Notwithstanding paragraph 3.03 employees required to work on any of the above holidays shall be paid in addition to pay per 9.01 at the rate of time and one half (1½) their regular rate for the first eight (8) hours worked, at the rate of twice (2) their regular rate for the following four (4) hours worked and at the rate of two and one half (2½) times the regular rate for the hours worked thereafter.
- 9.03 a)** An unworked holiday paid under the provisions of 9.01 will be considered as worked for the purpose of computing weekly overtime provided such consideration does not



result in more overtime earnings for the holiday week than for the same week if there had not been a holiday.

b) For employees required to work the holiday the standard holiday paid under the provisions of 9.01 will be considered as worked hours for the purpose of computing weekly overtime.

**9.04** Employees who do not qualify for holiday pay in accordance with paragraph 9.01 above, and are required to work on a specified holiday, shall be paid time and one half (1½) for the first eight (8) hours worked, double (2) time for the next four (4) hours worked and double time and one half (2½) for the hours worked thereafter.

**9.05** Work performed at any time from 00:01 hours to 24:00 hours on a holiday, shall be considered as performed on the holiday.

**9.06** When a holiday falls on an employee's assigned rest day, he shall receive holiday pay for that day.

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#### **FREE TRANSPORTATION - (CR)**

**10.01** The Railway agrees that an employee who is terminated by the Railway for medical reasons which prevent his further employment by the Railway at Labrador City, or who is retired under sub-section 3.6 of the Pension Plan, will be provided with free transportation on the Quebec North Shore & Labrador Railway to Sept-Îles for himself, immediate dependents, personal automobile and household effects and one (1) space in a "car carrier" for his personal trailer.

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#### **ATTENDING COURT - (CR)**

**11.01** Employees attending court or coroner's inquest or legal cases at Railway's request will be furnished necessary transportation and be paid for actual time lost on their assignment and reasonable expenses if away from home station.

## JURY DUTY - (CR)

**12.01** Effective as of the date of the commencement of the Criminal Court in Labrador City, an employee who is summoned for jury duty in his county of residence and is required to lose time from his assignment as a result thereof shall be paid for actual time lost with a maximum of one (1) basic day's pay at the straight time rate of his position for each day lost, less the amount allowed him for jury duty for each such day excluding allowances paid by the Court for meals, lodging or transportation, subject to the following requirements and limitations:

- a) an employee must furnish the Company with a statement from the Court, of jury allowances paid and the days on which jury duty was performed;
- b) the number of working days for which jury duty pay shall be paid is limited to a maximum of sixty (60) days on an eight (8) hour shift or forty (40) days on a twelve (12) hour shift in any calendar year;
- c) no jury duty pay will be allowed for any day for which the employee is entitled to vacation or general holiday pay. **An** employee who is scheduled for his vacation while he is acting as juror may re-schedule his vacation in a free period;
- d) minimum notice of three (3) days, when possible, along with copy of the summons must be furnished to the employee's supervisor.

## LAYOFF AND RECALL - (CR)

**13.01** In all cases of layoff of regular employees from the bargaining unit due to a curtailment of work, employees will be given fourteen (14) days notice by posting a notice stating the number of employees so affected. If such notice is not given, the Railway will reimburse the affected employees for the regular shifts they would have worked had such notice been given.

**13.02** In the event of reduction of employees, the junior employees will be laid off first.

**13.03** **An** employee laid off from yard service shall be recalled to yard service in order of seniority when staff is increased.

**13.04** A laid off employee who desires to return to the service when work is available for him must keep the superintendent's office and the chairman advised of his address in order that

he may be readily located

**13.05** Recall notice shall be sent by telegram or registered mail at the employee's last known address. The employee must notify the Railway within three (3) days of the date of receipt of the recall notice advising whether or not he intends to accept. If he advises that he accepts, he will be obligated to return to work within fifteen (15) days of notice of recall. Failure to report within that time shall be considered a voluntary termination unless additional time to report to work has been granted.

**13.06** An employee recalled to work for a period of less than thirty (30) days may refuse such a recall. The employee who refuses such a recall will keep all rights to a subsequent recall. Due to the details involved, the Railway will not be liable for any financial obligation as a result of errors arising out of the administration of this paragraph.

## **BEREAVEMENT - (CR)**

**14.01 a)** In case of death in the immediate family of an employee, he will be allowed three (3) days' pay at the basic rate, provided he was scheduled to work those days and provided that employee actually loses the three (3) days on account of such death.

b) The provisions of paragraph 14.01 a) will apply to an employee who was not scheduled to work due to being on an authorized leave of absence for reason of illness of a member in his immediate family which resulted in the death of that member of his immediate family during the period of the employee's authorized leave of absence.

**14.02** For the purpose of paragraph 14.01 a) "immediate family" is defined as wife or husband, daughter, son, brother, sister, father, mother, stepfather and stepmother, father-in-law, mother-in-law, brother-in-law, sister-in-law, employee's grandmother, grandfather, grandchild.

## **SENIORITY - (CR)**

**15.01** On September 1<sup>st</sup> of each year a seniority list shall be posted by the Railway on bulletin boards accessible to all concerned, with a copy to the Union. An employee's seniority standing shall be established by his seniority date on the first seniority list posted and will be subject to appeal in writing to the Railway for a period of sixty (60) days except that an employee absent on authorized leave for at least thirty (30) days of such sixty (60) days may enter his protest within thirty (30) days after returning to service. In the event that no

protest is made within the limitations of this rule, no protest will thereafter be considered and the established standing will be confirmed on all subsequent lists, except in the case of subsequent typographical errors. When an employee is removed from seniority list by the Railway, the general chairman of the Union shall be advised.

- 15.02** Effective as of the signature date of this collective agreement, in the event that an employee covered by this Agreement should be transferred to a staff or supervisory position outside the bargaining unit or serving as a full time representative of employees, he shall retain for a year the seniority dates or date previously acquired while serving in such capacity in the event that he is transferred back to the bargaining unit. During this period, the Railway will remit monthly to the financial secretary of the local the amount of money the employee paid in his last complete month of employment in the bargaining unit.

### **AIR TRANSPORTATION- (CR)**

- 16.01** The Air Transportation Benefit is provided, at Company cost, for employees and their families permanently residing at Labrador City, once per year per family at the time of his annual vacation. For married employees, the benefit will be provided for the employee, his wife and their children. Children are defined as not fully employed children under 18 or who are full time students under 24. The Air Transportation benefit will cover the basic cost of air transportation from Labrador City to St. John's, Newfoundland and return, at the lowest applicable cost to the Company had the employee travelled at the same time; 100% of which will be advanced when leaving for annual vacation.

**EXTENDED VACATION - (M & CR)**

1. Each five (5) year period of completed continuous service with the Railway qualifies the employee for EV based on twenty-eight (28) (thirty-five (35) for CR) calendar days after five (5) years of service and fifty-six (56) (sixty-three (63) for CR) calendar days after ten (10) years of service. Each additional five (5) year period of continuous service, after (10) years of service, qualifies the employee for EV based on fifty-six (56) (sixty-three (63) for CR) calendar days. The number of calendar days for which an employee is eligible will be spread on a five (5) year period as established in paragraph 3 c).
2. The date of entitlement of the second EV establishes the start of the third five (5) year period of continuous service. The start of each subsequent five (5) year period is established in the same manner as the third five (5) year period.
3. For an employee becoming entitled to EV on or after signature of this agreement:
  - a) EV will be paid in full in the six (6) weeks following the end of the pay period in which the service anniversary date completing the 5-year period entitling the employee to EV falls, if the employee so desires. Otherwise the employee will be paid 20% of the EV pay at each one of the five (5) years at the time he takes **his** annual vacation;
  - b) all or any portion of EV days entitlement may be cancelled. If an employee wishes to have EV days, they can be scheduled with any one annual vacation of the five (5) years following EV entitlement. However, the employee must specify his option for EV days entitlement at the time he makes application and paragraph 3 c) applies;
  - c) after having completed five (5) years of service, employees are eligible to EV calendar days and service bonus hours for each year of a five (5) year period as outlined below:

<u>Years of service</u>	<u>Days of EV Pay</u>	<u>Service Bonus Hours</u>
After 5 years	5 days (7 days for CR)	-
After 6 years	5 days (7 days for CR)	20 hours
After 7 years	6 days (7 days for CR)	20 hours
After 8 years	6 days (7 days for CR)	20 hours
After 9 years	6 days (7 days for CR)	20 hours
After 10 years	11 days (12 days for CR)	20 hours
After 11 years	11 days (12 days for CR)	20 hours
After 12 years	11 days (13 days for CR)	20 hours
After 13 years	11 days (13 days for CR)	20 hours
After 14 years	12 days (13 days for CR)	20 hours

For every other five (5) year cycle, the sequence used for the period ten (10) years to fourteen (14) years applies.

EV calendar days cannot be cumulative and must be taken or cancelled each year.

4. EV days and EV pay will be calculated in the same manner and will be subject to the same conditions as annual vacation except that a five (5) year base will be used for EV instead of the one (1) year base. The maximum number of calendar days allowed EV multiplied by .29606 will establish the percent (%) of earnings to be granted as EV pay.
5. EV will be scheduled in accordance with the vacation scheduling procedures that apply to the bargaining unit. The desires of the individual employee will be taken into account insofar as practicable but final allotment must be approved by the Manager to insure orderly operation.
6.
  - a) A maximum of three (3) weeks of vacation time will be allowed between June 1<sup>st</sup> and October 1<sup>st</sup> of each year. EV days will have to be taken outside of this period.
  - b) After all employees have been scheduled for their annual vacation to be taken between June 1<sup>st</sup> and October 1<sup>st</sup> of each year and if the number of employees within the classification permits, an employee can ask to schedule the remainder of his annual and extended vacation days in an unoccupied period during the period mentioned above.
  - c) Notwithstanding the dispositions of paragraph 3, EV calendar days, pay and the bonus attached can be accumulated for one year and taken with the following year's vacation.

**An** employee who decides to accumulate EV calendar days must advise the Railway at the time he makes his request for annual vacation.

**An** employee who chooses to cancel his accumulated **EV** days will receive the pay for those days. Such employee must advise the Railway at the time he makes his request for annual vacation.

7.
  - a) In cases of employment termination due to Technological, Organizational or Operational Changes, extended layoff, death, retirement (normal, early, special early, postponed) under the Pension Plan Agreement governing this bargaining unit, employees so terminated will be entitled to a prorata **EV** based on the service period completed at such termination date since last previous entitlement date to **EV** or since hiring date, as the case may be.
  - b) At employment termination, the employee who acquired the right to **EV** will be paid the balance of **EV** due at that time.

8. Service Bonus

For the second and each subsequent year of service completed after February 28, 1979, and for which an employee receives an annual vacation pay, extended vacation pay will be increased by a 20-hour service bonus. Such service bonus will be paid at the same time as extended vacation pay and at the standard hourly rate of the regular job held at each service year anniversary date in the applicable period of years preceding the date **EV** paid.

**EMPLOYEES TAKEN OUT OF SERVICE**

**Employees taken out of service because of Board of Transport Commissioners for Canada General Order 0-9 may undergo examination within thirty (30) days by a physician agreed to by the Railway and the Union. Any differences between the parties arising out of the administration of this rule shall be subject to the grievance procedure.**



## HEALTH CARE PLAN

- A) This Appendix titled Health Care Plan will become effective on the signature date of this Agreement and will be considered as part of the Agreement.
1. After his probationary period, every full time regular employee will become covered under the Health Care Plan.
  2. The Company will bear the total cost of maintaining the Plan with the exception of existing contributory benefits where applicable.
  3. In the event of a Compulsory Government Plan being instituted or improved, covering all or part of the benefits outlined in this Plan, the Union, in conjunction with all other Unions of Iron Ore Company of Canada and/or Quebec North Shore & Labrador Railway affected by the Government Plan, will meet the Company as soon as possible after the confirmation of the establishment or improvement of the Government Plan for the purpose of eliminating any overlapping coverage.
  4. Any premium savings resulting to the Employer from such elimination of benefits will be refunded to the employees, on an equal sharing basis without distinction between single or married status, less any Employer contribution to the Government Plan through premium or direct taxes, under the form of a lump sum covering the amount due from date of implementation of the Government Plan to the termination date of the collective agreement. Any surplus resulting from the optional life insurance for death or dismemberment by accidental means, will be used to cover any deficit or the premium for the group insurance policy for unionized employees.
  5. The Plan shall be administered by the Company or through arrangements provided by it; however, the Company will provide annually, to all Unions, an overall report which will supply the information reasonably required to adequately form an opinion of the Plan's operation. Upon receipt of the report, every Union, in conjunction with all other Unions, may request a meeting with the Company to discuss it.
  6. All benefits of the Plan shall be provided under a group insurance policy or policies issued by a carrier or carriers to be selected by the Company.
  7. This Appendix is only a summary of the improved health care plan; it does not include all provisions of the plan. The provisions of the booklet titled Employee Group Insurance Plan and of the policy complete administrative and technical details.

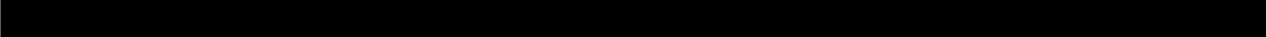
**DENTAL PLAN INSURANCE**

**FOR THE UNIONIZED EMPLOYEES OF**

**IRON ORE COMPANY OF CANADA**

**QUEBEC NORTH SHORE**  
**& LABRADOR RAILWAY**

**AND ASSOCIATED AND SUBSIDIARY**  
**COMPANIES**



**RETIREMENT PLAN**  
**FOR THE UNIONIZED EMPLOYEES OF**  
**IRON ORE COMPANY OF CANADA**  
**QUEBEC NORTH SHORE**  
**& LABRADOR RAILWAY**  
**AND ASSOCIATED AND SUBSIDIARY**  
**COMPANIES**

## **COST OF LIVING ALLOWANCE (C.O.L.A.)**

- A) For the purpose of this Agreement:
- 1a) “Consumer Price Index” refers to the Consumer Price Index for Canada, All Items (1971=100), referred to hereafter as “C.P.I.”, published by Statistics Canada.
  - b) “Consumer Price Index Base” refers to the C.P.I. for the month of October 1998 published in November 1998 at 437.7
  2. “Adjustment Days” will be March 1, 1999, June 1, 1999, September 1, 1999, December 1, 1999, March 1, 2000, June 1, 2000, September 1, 2000, December 1, 2000, March 1, 2001, June 1, 2001, September 1, 2001, December 1, 2001, March 1, 2002, June 1, 2002, September 1, 2002, December 1, 2002, March 1, 2003, June 1, 2003, September 1, 2003, December 1, 2003, The actual date of each adjustment shall be the first day of the pay period closest to the adjustment date.
  3. “Change in the C.P.I.” is defined as the difference between the C.P.I. Base and the C.P.I. published for the second calendar month next preceding the month in which the applicable adjustment day falls.
  4. The “C.O.L.A.” is calculated as below and, except as provided in sections D, E, F, G and H will be payable for the quarterly period commencing with each adjustment date.
- B) Effective on each adjustment date, a C.O.L.A. equal to one cent (\$0.01) per hour for each full .30 of a point change in the C.P.I. shall become payable for all hours worked and for any reporting allowance credited before the next adjustment date. However, such C.O.L.A. shall be reduced by an amount equal to the sum of all prior adjustments, if any, which shall have been folded in the Standard Hourly Rates or Salary Rates pursuant to the provisions of sections D, E, F, G and H below.
- C) Until folded into the rates pursuant to the provisions of sections D, E, F, G and H below, the C.O.L.A. shall be an “add-on” and shall not be part of the employee’s Standard Hourly Rate or Salary Rate. Until folded in, such adjustment shall be payable only for hours actually worked and for reporting allowance and shall not be included for the computation of vacation pays nor shall it be paid during vacation and it shall be excluded in the calculation of any other pay, allowance or benefit.
- D) Effective March 1, 1999, the COLA float of fifty-nine cents (\$0.59) shall be folded into the Standard Hourly Rates or Salary Rates. Such adjustment shall be treated for all purposes as

a general wage or salary increase commencing on the said date.

- E) Effective March 1, 2000, an amount equal to one third (1/3) of the C.O.L.A. payable on such date shall be folded into the Standard Hourly Rates or Salary Rates. Such adjustment shall be treated for all purposes as a general wage or salary increase commencing on the said date.
- F) Effective March 1, 2001, an amount equal to one third (1/3) of the C.O.L.A. payable on such date shall be folded into the Standard Hourly Rates or Salary Rates. Such adjustment shall be treated for all purposes as a general wage or salary increase commencing on the said date.
- G) Effective March 1, 2002, an amount equal to one third (1/3) of the C.O.L.A. payable on such date shall be folded into the Standard Hourly Rates or Salary Rates. Such adjustment shall be treated for all purposes as a general wage or salary increase commencing on the said date.
- H) Effective March 1, 2003, an amount equal to one third (1/3) of the C.O.L.A. payable on such date shall be folded into the Standard Hourly Rates or Salary Rates. Such adjustment shall be treated for all purposes as a general wage or salary increase commencing on the said date.
- I) Any part of the C.O.L.A. not folded into the Standard Hourly Rates or Salary Rates shall continue to be payable only for hours actually worked and for reporting allowance and shall not be included for the computation of vacation pays, nor shall it be paid during vacation and it shall be excluded in the calculation of any other pay, allowance or benefit.
- J) In the event that Statistics Canada does not issue the appropriate C.P.I. on or before the beginning of one of the periods referred to in A) 2., any adjustment required by the appropriate Index shall be effective at the beginning of the next pay period after Index official publication.
- K) No adjustment, retroactive or otherwise, shall be made due to any revision which may later be made in C.P.I. published by Statistics Canada.
- L) The continuance of the C.O.L.A. is contingent upon the availability of the official C.P.I. from Statistics Canada in its present form and on the present basis (1971=100), unless otherwise agreed upon by the parties. In the event that such form or basis of the Index is changed, the parties shall attempt to adjust this section or, if agreement is not reached, request Statistics Canada to provide appropriate conversion or amendment which shall then be applicable as of the appropriate adjustment day and thereafter.
- M) If the C.P.I. declines, the C.O.L.A. will be reduced or eliminated as applicable.

- N) **The actual date upon which the sums mentioned in paragraphs D, E, F, G and H shall be folded into the Standard Hourly Rates or Salary Rates is the first day of the pay period nearest to the date of adjustment as referred to in A) 2.**

**AGREEMENT ON TECHNOLOGICAL  
ORGANIZATIONAL or OPERATIONAL  
CHANGES**

## EMPLOYMENT BENEFITS AND SPOUSE OR FAMILY STATUS

1. For the purposes of application of Company employment benefits, the Company will recognize as spouse, not only legally or religiously married spouses, but also upon designation in writing by an employee, filed with the employer, such an employee and a person of the opposite sex, if they have been publicly represented as husband and wife and still are at the time an event occurs that may entitle them to a Company benefit, provided they have been living together
  - a) at least one (1) year, if none of them is still married to any other person, or
  - b) at least three (3) years, if one or both of them is still married to another person

If the marital union has not been legally contracted, the spouse will not be considered as such if a period of three (3) months has elapsed during which the spouse has not cohabited.

In case of divorce, legal separation or annulment of marriage, the spouse will not be considered as such from the date of the commencement of legal procedures for divorce, separation or annulment of marriage.

2. Benefits covered under this Appendix include Life and Death or Dismemberment Accidental Insurance, Medical & Hospital Expense Insurance, Pension Plan, Northern Allowance, Air Transportation, Dental Insurance and any other benefits for which family status is of concern, whether or not the persons are employees and whether or not they are covered or not covered under a collective agreement.
3. Company benefits will be applied on the following principles:
  - a) Where both spouses are employed by the Company, it is understood that the Company's intent in the administration of any employee benefit is to avoid overlapping payments to the spouses and/or the dependents if any.
  - b) Any person eligible for a Company benefit as company employees is excluded from claiming the same benefit as a dependent of that employee, and neither of them can claim at the same time the benefit as supporting the other as a dependent.
  - c) When a benefit is granted as a family benefit such as Air Transportation, it can be claimed only by one of the spouses and the Company liability will not exceed 100% of the amount payable for the whole family.



- d) Unless spouses that are both employees agree otherwise and notify the Company, a family benefit will be paid to the employee with the greater seniority.**



## SUPPLEMENTARY UNEMPLOYMENT BENEFIT PLAN

### ARTICLE I

#### 1.01 - Application:

This Supplementary Unemployment Benefit Plan (herein called “Plan”) is applicable to employees of the Company who are represented by local unions of the United Steelworkers of America and the United Transportation Union with which the Company has agreed to adopt the Plan, and is supplemental to the collective agreements from time to time in effect between such unions and the Company.

#### 1.02 - Definitions:

##### In the Plan

- a) “Employee” means an employee of the Company for whom the bargaining agent is a local union of the United Steelworkers of America or the United Transportation Union with which the Company has agreed to adopt the Plan.
- b) “Company” means the Iron Ore Company of Canada and its wholly owned subsidiaries.
- c) “Week” means one full work week as defined in the collective agreement applicable to the employee.
- d) “Project Service” means the most recent hiring date with the Iron Ore Company of Canada or the Quebec North Shore & Labrador Railway.

1.03 - Except as specifically provided herein, the rights of the parties under the collective agreement shall remain unchanged.

### ARTICLE II

#### 2.01 - Eligibility for Supplementary Unemployment Benefits.

Subject to the remaining provisions of Article II, the Plan shall pay a supplementary unemployment benefit to an employee for each week for which he is laid off from the Company in accordance with the collective agreement as a result of a reduction in force provided that:

- 1) he has two (2) years project service on the date he was laid off, and

- 2) he has filed a claim for an unemployment insurance benefit under the Unemployment Insurance Act and has served the first two (2) weeks of his waiting period on the claim. Benefit becomes payable from this plan for each subsequent week that he serves as a waiting period, receives U.I.C. benefit or fails to receive such benefit only because of administrative delays beyond his reasonable control or exhaustion of his entitlement thereto, and
- 3) he applies to the Company for the supplementary unemployment benefit in the manner provided and furnishes necessary proofs of eligibility.

#### 2.02 - Limitations:

No supplementary unemployment benefit will be paid to an employee in respect of

- 1) a layoff commencing before March 1, 1985; or
- 2) the first two (2) weeks in any calendar year for which he is laid off from the Company, provided however, that such waiting period shall apply only once during any continuous layoff; or
- 3) a week in which he fails to work on the first shift for which he has been notified pursuant to the collective agreement to report for work; or
- 4) a week in which he is eligible for weekly payments under the applicable workers compensation act; or
- 5) a week in which he receives any accident or sickness or any other disability benefit; or
- 6) a week in which he receives any Company pension or retirement benefit; or
- 7) more than twenty-six (26) weeks in any one layoff; or
- 8) an Act of God or situation outside the control of the Company.

2.03 - Employees laid off following Technological, Organizational or Operational Changes shall have not be eligible to receive supplementary unemployment benefits under this plan.

#### 2.04 - Labour Problems

No supplementary unemployment benefit shall be paid to an employee who is laid off because of a reduction in force which results from a strike, slowdown, failure to report for work, or other interference with production by any employee or employees of the Company at any of the Company's locations, divisions or subsidiaries.

## 2.05 - Lack of Funds

If the Fund has insufficient monies to pay the total of all the supplementary unemployment benefits payable in respect **of** any work week, no such benefit shall be paid for such work week.

## ARTICLE III

### AMOUNT AND DURATION OF SUPPLEMENTARY UNEMPLOYMENT BENEFITS

#### 3.01 -Amount

The amount of supplementary unemployment benefit payable to an eligible employee for any work week for which he is eligible to receive a benefit shall, subject to the provisions of this Plan, be forty dollars (\$40.00). However, the combined weekly payments received from the plan and the weekly rate **of** unemployment insurance benefits must not exceed the maximum percentage **of** the employee's earnings specified in the applicable legislation.

#### 3.02 -Duration

The maximum number **of** weeks for which **an** eligible employee may be entitled to receive supplementary unemployment benefits shall be determined by the number **of** credit units which he has accumulated.

#### 3.03 - Payment

**A** supplementary unemployment benefit in respect of a work week will be paid at two (2) week intervals and shall be for the two-week period preceding the week in which payment is made.

#### 3.04 - Deductions

All sums of money required to be withheld by reason **of** any law or regulation shall be deducted from payments owing under this Plan.

## ARTICLE IV

### CREDIT UNITS

4.01 - Credit units are to be used **for** the sole purpose **of** determining the duration **of** the supplementary unemployment benefit of an employee and shall have no fixed value in terms of either time or money.

4.02 a) - Credit units shall be credited to an employee at the rate of one-half ( $\frac{1}{2}$ ) unit for each forty (40) straight time hours worked by him **after** signature date of this Plan provided however

**hat** an employee may not have to his credit more than twenty-six (26) credit units at any one time.

b) - Employees in a) above holding seniority at March 1, 1985 will be credited on March 1, 1985, with one half (½) credit unit to a maximum of twenty-six (26) credit units for each month the employee was in active service from his most recent Project Service Date to signature date of this Plan.

4.03 - **An** employee shall have deducted from the credit units he has received, one (1) credit unit for each week of supplementary unemployment benefit payable to him.

4.04 - **Any** employee covered by this Plan shall forfeit permanently all credit units which he has to his credit under this Plan if he:

- a) has his service and employment terminated for any reason other than layoff, or
- b) while on layoff has his entitlement to recall terminated in accordance with the collective agreement, or
- c) wilfully misrepresents any fact in connection with an application by him for a supplementary unemployment benefit under the Plan.

## ARTICLE V

### SUPPLEMENTARY UNEMPLOYMENT BENEFIT FUND

#### 5.01 - Establishment of Fund

Commencing with the beginning of the first pay period of a local union following the signature date of this Plan the Company shall establish a supplementary unemployment benefit fund (herein called the "Fund") and shall select and enter into a trust agreement with a trust company which shall hold and invest the Fund and make payments therefrom in accordance with such trust agreement.

#### 5.02 - Use of Fund

Money in the Fund shall be used solely to pay supplementary unemployment benefits in accordance with the Plan and to pay to the trust company its fees and charges for the administration of the trust.

#### 5.03 - Contributions by Company

Effective signature date, the Company shall pay to the Fund each month an amount determined by multiplying five cents (\$0.05) by the total number of hours worked for the Company in each pay period by all employees. Such payments by the Company in respect of any pay period shall be

made on or before the 25th day of the following month

#### 5.04 - Limitations on Fund

Notwithstanding Article 5.03, the Company shall make no payments to the fund which would cause the fund to total an amount greater than three hundred thousands dollars (\$300,000).

### ARTICLE VI

#### APPEAL PROCEDURE

6.01 - No matter arising from the interpretation, application, administration or alleged violation of the Plan shall be subject to the grievance or arbitration procedure established in the collective agreements referred to in paragraph 1.01.

6.02 - **An** employee who alleges:

- a) he was incorrectly determined ineligible for supplementary unemployment benefits under the Plan, or
- b) the amount of the supplementary unemployment benefit paid was not in accordance with the Plan,

may, provided it is done within thirty (30) days of the occurrence of the circumstances giving rise to the allegation, that is, of the written denial notice of the supplementary unemployment benefit or of issue date of the cheque of the supplementary unemployment benefit, file an appeal in writing to a person designated by the Company in an attempt to settle such allegation. The written appeal shall state full particulars of the allegation and shall be signed by the aggrieved employee. The Company designate shall give a written decision within fifteen (15) days of the date that the appeal was filed. **An** appeal not adjusted may be referred to arbitration as set out herein.

6.03 - Appeals which are not presented or processed within the time limits specified in 6.02 above shall not be processed through the appeal procedure without the consent of the Company and in any event are not arbitrable.

6.04 - The appeals procedure set forth in this Plan shall not be used to protest or appeal a denial of an Unemployment Insurance Benefit.

6.05 - Only an appeal which has been properly filed and processed in accordance with the provisions of this Plan may be referred to the Board of Arbitration as established herein for this purpose.

6.06 - The Board of Arbitration will be composed of one person nominated by the Company, one person nominated by the Union and a third person to act as Chairman chosen by the other two

members of the Board.

6.07 - The party initiating arbitration shall notify the other party of its intention to proceed within thirty (30) days of the decision rendered to the appeal. At the same time, the notice will designate the name of the nominee who is to represent the party. Within five (5) days the party receiving the notice shall advise the other party of the name of its nominee.

6.08 - Should the person chosen by the Company to act on the Board, and the person chosen by the Union, fail to agree on a third person within ten (10) days of the notification mentioned in 6.07, the applicable Minister of Labour will be asked to nominate the Chairman.

6.09 - Each of the parties of this Plan will bear the remuneration and expenses of the representative appointed by it, and the parties will jointly bear the remuneration and expenses of the Chairman.

6.10 - Unless mutually agreed otherwise, the hearing must begin within thirty (30) days of the selection of the Chairman.

6.11 - All notices shall be given by registered mail.

6.12 - The decision of the Board of Arbitration shall be final and binding upon any employee concerned and upon both parties. The decision of a majority is the decision of the Board of Arbitration, but if there is no majority the decision of the Chairman governs. There shall be no appeal from the decision of a Board of Arbitration.

6.13 - The Board shall not have any authority to alter, modify or change any of the provisions of this Plan, or to substitute any new provisions in lieu thereof, or to give any decision contrary to the terms and provisions of this Plan, and shall have no jurisdiction other than to determine, in accordance with the provisions of this Plan:

- a) whether the appeal was filed and processed within the time and in the manner specified in this Plan;
- b) whether the employee is eligible with respect to the supplementary unemployment benefits claimed; and
- c) the amount of any supplementary unemployment benefits payable.

6.14 - The Board of Arbitration shall have no jurisdiction to determine questions arising under the employee's collective agreement, even though relevant to the appeal before the Board. All such questions shall be determined through the regular procedures provided therefore by the collective agreement governing the employee, and all determinations made pursuant to such collective agreement shall be accepted by the Board.

## ARTICLE VII

### MISCELLANEOUS

#### 7.01 -Registration

This Plan is contingent upon and subject to obtaining and maintaining registration from any governmental authority as may be necessary to establish the deductibility for income tax purposes of any and all contributions made by the Company under the Plan as being qualified for tax exemption, or conformity with any other law. If at any time while this Plan is in effect a government withdraws the registration, the Company and the Unions shall meet to negotiate a revision of this Plan, the terms of which will enable any required registration to be secured again for the Plan.

**7.02 -** The Company will give written notice to the Commission of any change to the plan within 30 days after the effective date of the change.

**7.03 -** The employees have no vested right to payments under the plan except to payments during a period of unemployment specified in the plan.

**7.04 -** Payments in respect of guaranteed annual remuneration or in respect of deferred remuneration or severance pay benefits are not reduced or increased by payments received under the plan.

#### 7.05 - Information

The Company shall furnish the Unions on a monthly basis, information as to the status and operations of the Plan and the Trust shall report annually. All employees will be advised promptly, in writing of the terms of the Plan and will be given access to such information on request.

#### 7.06 - Duration

This Plan will remain in effect for a period of time concurrent with the collective agreements referred to in Article 1.01.

#### 7.07 - Discontinuance of Plan

Upon termination of this Plan, the net assets then remaining in the Fund shall be used for payments under the plan or for cost related to the administration of the plan and the excess, if any, will revert back to the Company.



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**ISSUE #1: UNION ACTIVITIES - (E & CR)**

The parties recognize the necessity of forming a joint committee. Its mandate is to talk about the Company's priorities, management and to discuss labour relation issues and difficulties related to the agreement's implementation.

To achieve this goal, the Railway will grant **full** time leave to the General Chairman to work at all union activities and be part of all joint committees to which he is appointed automatically including the one mentioned above.

The General Chairman will be paid according to the one thousand five hundred (1500) mile guarantee for each two (2) week period. Furthermore, he may make a complete trip monthly, if he so wishes, with at least thirty-six (36) hours worked during the weekend or paid holidays.

**ISSUE #2: INDUSTRIAL EXAMINATION - (E & CR)**

**An** employee receiving an industrial medical examination from the doctor of his choice will receive an invoice form from the Railway. The form will state that the employee has taken the prescribed examination. **On** receipt of the invoice, the Railway will pay the doctor his fee up to the agreed amount prescribed for such examination and, at the same time, the employee will be paid one (1) hour at regular straight time rate for taking this examination.

**ISSUE #3: LEAVE OF ABSENCE FOR CANDIDATE TO THE HOUSE OF COMMONS OR TO THE PROVINCIAL LEGISLATIVE - (E & CR)**

The Railway will grant a leave of absence without pay to an employee who, on his own account, becomes a candidate for a federal or provincial election and is elected, in order that he may fulfill his duties as a member of parliament.

The duration of such a leave of absence without pay will cover his mandate as an elected representative under the following conditions:

1. That he advises the Railway in writing at least one (1) month as of the date of the announcement of his candidacy.
2. If he is elected, that he advises the Railway in writing at least two (2) months prior to the end of his mandate, of his intention to return to work and that at such time he will exercise his seniority rights or will otherwise be terminated from his employment.

Seniority is the only advantage to be credited an employee during a leave of absence without pay for political activities.

**ISSUE #4: PRICE OF MEALS - (E & CR)**

The price of meals in the Railway camps and boarding cars will be \$1.00 per meal for the duration of the collective agreement.

**ISSUE #5: ARBITRATION PROCEDURE - (E & CR)**

The parties recognize that the Canadian Railway Office of Arbitration has exclusive jurisdiction to hear and dispose of any misunderstanding or grievance filed by the parties unless agreed otherwise.

If the parties agree to refer a grievance to arbitration in Sept-Iles or at any other place agreed between the parties, an arbitrator will be selected by the parties or nominated according to the Canadian Labour Code.

The fees of the arbitrator shall be paid equally by the parties.

**ISSUE #6: SEVERANCE PAY PLAN - (E & CR)**

In the event there is a permanent shutdown of the Iron Ore Company of Canada or the Quebec North Shore and Labrador Railway (QNS&L), the Company agrees to meet with the Union on this matter and negotiate a severance pay plan.

**ISSUE #7: TIME AND ADDITIONAL REST FOR QUALIFICATION EXAMINATIONS - (E & CR)**

The Railway agrees to pay two (2) hours to pass the medical qualification examinations required by law.

Furthermore, locomotive engineers passing qualification examinations required by the Transportation and Traffic department shall be paid a minimum of two (2) hours or the time actually spent in the classroom for such examinations.

Locomotive engineers passing these qualification examinations will be allowed, at their choice, to book eight (8) hours additional rest in each case.

**ISSUE #8: PROTECTIVE CLOTHING & EQUIPMENT - (E & CR)**

As agreed during negotiations and for the duration of the collective agreement, the following clothing and protective equipment will be provided at Railway expense to provide safe job working conditions:

1. The Railway will supply to all employees leather, rubber and cotton gloves as well as mitts, according to the requirements of their job.

2. Liners for safety hats will be supplied to employees according to the requirements of their job.
3. Adequate protective clothing (waterproof jackets or coveralls) and rubber boots will be supplied to all employees for weather protection according to the requirements of their job.

The above mentioned items will be replaced as required provided the worn-out item is returned to the Railway.

4. Safety hats

- a) All employees will be supplied a safety hat.
- b) The Railway will replace lost hats at employee's expense
- c) Hats broken, damaged or lost at work will be replaced free provided they were properly worn or used at the time they were damaged or lost.

5. Safety glasses

- a) All employees will be supplied one pair of safety glasses
- b) The Railway will replace safety glasses lost at employee's expense.
- c) Broken, damaged or lost safety glasses will be replaced free provided they were properly worn or used at the time they were damaged or lost.

6. Safety boots

Rubber boots will be supplied to employees having to work in mud or water in work train service.

All of the above mentioned items must be turned in when the employee quits the Railway, otherwise he will be charged for these items.

**ISSUE #9: PROTECTIVE EQUIPMENT ALLOWANCE - (E & CR)**

On the first pay of June of each year of this collective agreement, the Railway will provide every regular employee an allowance in the amount of two hundred and eighty-five (\$285.00) for the purchase of protective equipment meeting the Railway safety standards. This allowance entitles to safety boots, summer and winter coveralls. There shall be no replacement of lost, damaged or stolen items.

**ISSUE #10: ARTICLE 15.03 - (E)**

It is understood that when locomotive engineers from the general board (excluding work trains) will be in the Sept-Îles yard for three (3) hours or more, they may, if they so desire, request a hot or a cold lunch, at their choice, that will be delivered to them before they proceed by notifying the rail traffic controller at least one (1) hour before the expected time of departure of the train. It is understood that the lunch must not delay the departure of the train.

**ISSUE #11: HOLIDAY PAY CALCULATION - (E)**

As discussed during negotiations, for the duration of this agreement, the Railway agrees to the following:

For employees who qualify as per Part III of the Canada Labour (Standards) Code, pay for holidays will be calculated according to the last ticket prior to the holiday and will be paid at straight time for hours worked or miles run, whichever is the greater.

**ISSUE #12: TRADE OFF ON LINE - (E)**

As discussed during negotiations, the Railway agrees to continue its present practice to employees who wish to trade off on the line under the following conditions:

1. Only at intermediate terminals;
2. Movement of trains will not be affected;
3. Both employees agree to change;
4. Both employees trading off insert reason on time ticked in remark column;
5. No additional cost to the Railway;
6. Obtain permission from proper authority.

It is understood that this privilege will not be abused.

**ISSUE #13: EMPLOYEES TURNED AROUND AT MAI - (E)**

Except for assigned services, the Railway will not turn employee(s) around at Mai when, at this location, employees then on rest have two (2) hours or less before going back on duty. In all cases a train will not be held at Mai for more than two (2) hours.

**ISSUE #14: WORK TRAINS - HOME TERMINAL - (E)**

As discussed during negotiations and for the life of this collective agreement, the Railway agrees that employees in work trains service assigned to maintenance of way gangs working on the 8-6 schedule, will not be required to work during the maintenance of way employees' six (6) days rest period, unless advised to the contrary. They may return to their home terminal with or without train, depending on instructions received, and will not be considered absent from duty. Such employees will not be entitled to payment for daily guarantee and deadheading for such days and may not book rest as otherwise provided. Such employees must also protect their assignment and arrange to be available for work at starting time as advised by the supervisor in charge.

**ISSUE #15: SUPPLY OF FIRST LANTERN OR FLASHLIGHT AND REPLACEMENT OF BULBS AND BATTERIES - (E)**

As discussed during negotiations and for the duration of this collective agreement, the Railway agrees to supply the first lantern and the first flashlight required by a new employee entering the bargaining unit.

The Railway will also continue its practice with respect to the replacement of bulbs and batteries for lantern and flashlight.

**ISSUE #16: SAFETY MEETINGS - UNION BUSINESS TAG - (E)**

The Railway agrees that the safety, health and environment committee member or his delegate, attending safety meetings may place a union business tag on his name and remain first out.

**ISSUE #17: THIRD MEDICAL EXAMINER - (E)**

In the event of a disagreement between the treating physician and the Railway designated physician over the return to work of an employee after sickness or a work accident, the final decision will reside with a third doctor agreed to by both the Railway and the Union.

With regards to displacement expenses encountered by the visit to the third doctor, if the decision is in favor of the employee, the Railway will cover reasonable expenses. On the other hand, if the decision is in favor of the employer, all expenses will be charged to the employee.

The parties agree that this letter will not apply if this type of consultation is covered by legislature.

**ISSUE #18: LOCOMOTIVE ENGINEER ABSENT FOR MORE THAN SIX (6) MONTHS - (E)**

A locomotive engineer recalled to work after being absent from ore service for a period of six (6) months or more will, if he wishes, be accompanied by a road foreman of engines for one trip, when recalled on an ore train.

**ISSUE #19: ASSIGNMENTS AND VACANCIES - ARTICLE 32.02 - (E)**

Assigned employees will be placed on assignment not later than the bulletin day following the assignment. They will be placed on their new assignment and will not be considered absent until the position becomes effective. They will be subject to the guarantee according to article 35.03 and may be displaced during these days.

**ISSUE #20: TRAIN OPERATIONS - (E)**

Work assignments are the exclusive right of the Railway. Without prejudice to this right and based on the equipment in use, the operation and the tonnage effective at the time of signature of this collective agreement, the Railway confirms that, subject to the availability of employees, it will generally assign one (1) engineman in ore train and through freight train services and, two (2) enginemen in way-freight, passengers and work train services.

**ISSUE #21: BALLAST REGULATOR - (E)**

Ballast cars will be delivered at designated points on the railway by Local 1843 employees, except between North Sept-Îles and South Kemat. Ballast regulator operators will handle the cars at these points and neighbouring points. North of Emeril Junction, the spreading of ballast will be exclusive to employees of Local 1843.

Ballast regulators may be used to move rolling stock between controlled locations of a same station. Furthermore, they may be used to move heavy equipment on a depressed center flatcar, from one station to another.

**ISSUE #22: OVERTIME - ARTICLE 4.01 b) & c) - (E)**

The Railway agrees to pay the overtime according to the "old method of payment" as it existed before the arbitration decision 619 and 620 without prejudice to the said arbitration decisions.

**ISSUE # 23: POSITION CHANGE ON THE GENERAL BOARD IN ZV (E)**

The Railway allows an employee on the general board to change positions with another Sept-Îles employee under the following conditions:

- a) Beforehand, he must get the consent from the authority concerned.
- b) The movement of trains cannot be affected.
- c) The two (2) employees must agree to the change.
- d) The two (2) employees must be on the general board and must have taken the statutory rest (ten (10) hours).
- e) Must not create additional cost to the Railway.
- f) Each employee who accepts to change positions with a co-worker becomes responsible for the rank and time of the other.



- ) Must apply to every kind of services except for assigned jobs and on the rotation system.
- h) If an employee asks for this position change he cannot claim his minimum guarantee for the period (one thousand five hundred (1500) miles per period),

**ISSUE #24: CLEANING SWITCHES - (CR)**

When available, yard maintenance forces will be called to assist cleaning switches during snow storms.

**ISSUE #25: CONSTRUCTION OF SPUR BETWEEN ROSS BAY JUNCTION & CAROL LAKE - (CR)**

During the life of this Collective Agreement, should the Railway construct a spur between Ross Bay Junction and Carol Lake, the Railway agrees to meet with the Union to discuss jurisdiction concerning this matter.

**ISSUE #26: REPORTING ROOM - (CR)**

The Railway will continue to provide the necessary maintenance to the reporting room.

**ISSUE #27: DESIGNATED LUNCH ROOM FACILITIES (CR)**

Yard employees, at lunch time, may proceed to the employees' lunch room at the station.

**ISSUE #28: DISCIPLINE - (CR)**

The employee representative as set out in paragraph 17.01 of the collective agreement, shall be paid one (1) hour at straight time rate for attending the employee's investigation if it is held outside the representative's regularly scheduled working hours.

**ISSUE #29: LOAD LEVERS - (CR)**

For the life of the Collective Agreement Carol Lake yard employees will continue to place the load empty levers in the "load" position. They will also continue the practice of making the prescribed roll-by inspection on ore train.

**ISSUE #30: MISCELLANEOUS BENEFITS - (CR)**

**- ONS&L PASSES & RELOCATION PACKAGE**

Employees on long term disability, Worker's Compensation and retirees and their immediate dependents, all of whom must be permanently residing in Labrador City, will be entitled once per year to a free return vehicle and passenger pass from Labrador City to Sept-Îles via Quebec North Shore and Labrador Railway.

Employees retiring or permanent disabled employees are eligible for relocation benefit of seventeen hundred and fifty dollars (\$1,750.00) with receipts and seventeen hundred and fifty dollars (\$1,750.00) cash payment if they relocate outside the immediate area.

- **MORTGAGE SUBSIDY**

This will confirm the Company's intent to continue the mortgage subsidy policy for existing and new mortgage holders for the life of the Collective Agreement.

Effective January 1, 1991 employees, regardless of dependent status, will be eligible to apply for the Iron Ore Company of Canada Mortgage Subsidy Program. As of the same date, the program will be amended to provide a maximum of fifteen (15) years' interest subsidy to new participants.

- **APARTMENT RENTS**

This is to confirm that for the life of the present collective agreement, there will be no increases to monthly rental rates of apartments presently being rented by employees in Labrador City. However, all new leasees will be charged the current approved rates.

- **HYDRO RATE**

This confirms the Company's intent to reimburse employees for any increase in utility cost as a result of hydro rate increases during the life of the current Collective Agreement regardless of the ownership of the Power Utility Company.

Reimbursement will be in the form of a cash payment in the last pay period of each year

**ISSUE #31: SUPPLY OF FIRST LANTERN AND FLASHLIGHT AND REPLACEMENT OF BULBS AND BATTERIES - (CR)**

The Railway agrees to provide the first lantern and flashlight to all Labrador City employees entering the bargaining unit. A replacement lantern will be provided on the return of the damaged lantern. Also the Railway will continue its practice with respect to the replacement of light bulbs and batteries.

**ISSUE #32: SWITCHING CARS IN YARD - (CR)**

The Railway agrees that the work of switching cars from one track to another in Labrador City yard will be assigned to its yard employees. It is also understood that in order to meet the operational requirements or minimize delays, mainline work train employees may occasionally perform switching with their train.

**ISSUE #33: TRAINS PERMITTED PAST NARROWS - (CR)**

The Railway agrees that Carol Lake Yard employees will bring inbound trains past the Narrows with the exception of:

- a) Express
- b) Steel train
- c) "Special trains", such as business cars and track geometry cars
- d) Trains which arrive while the yard employees are not available
- e) Emergencies

**ISSUE #34: TWELVE (12) HOUR SHIFTS - CR YARD SERVICE - (CR)**

The Railway and the Union have agreed to replace the standard eight (8)-hour **shift** schedule with a twelve (12)-hour **shift** schedule for the Carol Lake Yard Employees,

It is understood that such 12-hour schedule will not result in any additional cost to the Railway or **loss** of regular earnings to the employee over the same period with the same coverage.

For employees working a 12-hour schedule the parties agree that the following amendments shall be applied to the current Collective Agreement:

**Article 3.03 a)** - The first four (4) hours worked in excess of twelve (12) hours in any day shall be paid at the rate of one and one half (1 ½) times the regular rate. Hours worked in excess of sixteen (16) in any day shall be paid at twice (2) the regular rate. Hours worked on an assigned day off shall be paid as follows: the first twelve (12) hours at one and one half (1 ½) times the regular rate. Any time allowed and paid as overtime in any working day shall not be used to compute overtime during the work week and to the extent that hours are compensated for at overtime rates, under one provision, they shall not be considered as hours worked in determining overtime under the same or any other provision.

**Article 3.03 b)** - Work scheduled and performed on Sunday will be paid for at the rate of time and one half (1 ½) for the first eight (8) hours and double (2) time for all hours in excess of eight (8). Work performed on an assigned day off on Sunday will be paid for at double (2) time rates should the employee have worked eighty (80) straight time hours in the pay period (2 weeks). Should he not have eighty (80) straight time hours in the pay period, the first twelve (12) hours worked on his assigned day off on Sunday shall be paid at time and one half (1 ½).

**Article 3.05** - Employees shall be allowed a lunch period of twenty (20) minutes, inclusive of said twelve (12)-hour period. Such lunch period will not be changed unnecessarily. However, where necessary for continuous operations, employees will maintain supervision of their equipment and machines during this lunch period.

**Article 6.02** - Normal overtime will be paid for:

5. The employee called in to work an extra shift and at time of call he is told that we expect him to work a minimum of twelve (12) hours according to a predetermined schedule and he will be advised at least four (4) hours before the start of the regular shift and for the day shift he will be advised before midnight.

**Article 9.02** - Notwithstanding paragraph 3.03 employees required to work on any of the above holidays shall be paid in addition to pay per 9.01 at the rate of time and one half (1 ½) their regular rate for the first twelve (12) hours worked, at the rate of twice (2) their regular rate for the following four (4) hours worked and at the rate of two and one half (2 ½) time the regular rate for the hours worked thereafter.

**Article 9.04** - Employees who do not qualify for holiday pay in accordance with paragraph 9.01 above, and are required to work on a specified holiday, shall be paid time and one half (1 ½) for the first twelve (12) hours worked, double (2) time for the next four (4) hours worked and double time and one half (2 ½) for the hours worked thereafter.

**Article 13.01** - In case of death in his immediate family, an employee will be allowed two (2) consecutive days, including the day of the funeral, with pay at his basic rate, provided he was scheduled to work those days and provided he actually loses the two (2) days on account of such death.

It is understood that in order to meet operational requirements, the Railway maintains the right to schedule employees on eight (8) hours shift as provided in Article III of the Collective Agreement.

In the event the Railway decides to go back to an eight (8) hour shift schedule, the matter will be discussed with the Union and a 30 day notice will be given to the employees.

**ISSUE #35: WORK ON A.T.O. - (CR)**

The dumping of ballast and the unloading/loading of ties on the ATO, in areas where a diesel yard locomotive can be used, will be performed by Carol Yard employees.

The existing practice re: handling of Calcium Chloride will be maintained

**ISSUE #36: WORK TRAIN SERVICE IN CR YARD - (CR)**

All work train service in the Carol Yard, with the exception of the Steel Train, shall be performed by Carol Yard employees.

**ISSUE #37: YARD ASSIGNMENTS - (CR)**

Employees will be assigned to yard duties in groups of two (2) or more