



a Genesee & Wyoming Company

COLLECTIVE AGREEMENT

**Ottawa Valley Railway (OVR)
(hereafter called the “company”)**

and

**Teamsters Canada Rail Conference (TCRC)
(hereafter called the “union”)**

January 1, 2019 to December 31, 2021

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Article 1

GENERAL PRINCIPLES

- 1.1 This Agreement, between the RaiLink Canada Ltd Ottawa Valley Railway Division and Teamsters Canada Rail Conference (TCRC), applies solely to those lines of railway known as RaiLink Canada Ltd. (Ottawa Valley Railway Division) comprised of the:
 - North Bay, Cartier and Temiscaming subdivisions and related spurs and yard trackage; as well as running rights on Canadian Pacific Railway's Cartier subdivision.
- 1.2 Accordingly, the relationship between the company and the TCRC set forth in this Agreement is based on cooperation, it being recognized by all parties that such cooperation is fundamental to the restructuring of the long-standing pattern of labour relations in the railway industry. This agreement is for the benefit and advancement of all of the stakeholders in this Agreement, as well as the customers and other stakeholders in the business of the company.
- 1.3 In order to successfully promote these concepts, the parties have, respectively, agreed to recognize and make provision for:
 - A. an orderly system of collective bargaining relations between the company and the TCRC
 - B. the prompt and fair disposition of grievances
 - C. the efficient operation of the company's business without interruptions or interference with work
 - D. the provision of fair wages, hours and working conditions for the employees, and
 - E. the provision of the highest quality service to the company's customers in the most efficient manner possible
- 1.4 This Agreement constitutes a collective agreement between the company and the TCRC, and shall be uniformly applied to all employees collectively, unless otherwise specifically provided for herein.
- 1.5 In the event that the legislation or regulations or decisions of any competent authority cause or result in the invalidation of any term or provision of this Agreement, such term or provision shall be void and of no effect and shall be severed from the Agreement; provided however, that all other terms and provisions of this Agreement shall remain in full force and effect.
- 1.6 In this Agreement, words importing the singular shall include the plural and vice versa where the context requires. The use of such words as "he", "his", and "him" as they may appear in the Agreement are not intended to restrict the application of the Agreement or a particular rule to a particular gender, but are used solely for the purpose of grammatical convenience and clarity. Accordingly, words importing the masculine gender shall include the feminine gender where the context requires.
- 1.7 Neither the company nor the TCRC, nor any employee shall permit discrimination, intimidation or coercion against any person by reason as proscribed by the Canadian Human Rights Act and regulations thereto.

Article 2

DEFINITIONS

- 2.1 The term the « company » shall be understood to mean RailLink Canada Ltd. (Ottawa Valley Railway Inc.) division hereinafter called the “OVR”.
- 2.2 The term "representative of the company" shall be understood to mean the officer of the company who has been designated by the company to handle a particular matter.
- 2.3 For the purpose of this agreement, an "emergency" means a personal injury, a derailment which requires the restoration of service, a track dislocation which requires the restoration of service, serious level grade crossing accidents or an incident that would compromise the safety of employees, company equipment and/or company property.
- 2.4 The term "property" means those lines of railway as prescribed in paragraph 1.1 of article 1 hereof.
- 2.5 The term union shall be understood to mean the duly elected or appointed officers or General Committee of the Teamsters Canada Rail Conference. The term "representative of the employee" or "employee's representative" shall be understood to mean the duly accredited representative of the union.
- 2.6 “Home Terminal” shall be defined to be North Bay and “Outpost Terminal” shall be defined to be Temiscaming.
 - A driving allowance of \$15.00 will be paid to each crew member assigned or forced to outpost jobs at Temiscaming. Spare board provision remains the same.

Article 3

RECOGNITION

- 3.1 The company recognizes the TCRC as the bargaining agent for those employees covered under their bargaining certificate, which includes the following classifications and constituent unions:
 - A. Locomotive Engineers
 - B. Conductors
 - C. Conductor Trainees
- 3.2 Any reference in this Agreement to the General Chair or General Chairs who are signatories to this Collective Agreement includes their immediate successors and any subsequent successors to those offices.
- 3.3 It is agreed that employees transferred to or hired by the company will be required to hold membership in the bargaining unit and/or trade union representing the particular craft the employee is to be employed as.

Article 4

TERM OF THE AGREEMENT

- 4.1 This Agreement shall come into effect on January 1, 2019 and shall continue in effect from year to year for a period of thirty-six (36) full calendar months. Thereafter, this agreement shall continue in effect from year to year unless either party gives notice in writing to the other, of its desire to revise, amend or supersede this agreement, such notice to be given not less than one hundred twenty (120) days prior to the date upon which this agreement would otherwise expire or terminate.
- 4.2 Rules necessary to meet local conditions may be negotiated, subject in each case to the approval of the officer designated by the company and the General Chair or General Chairs.

Article 5

SENIORITY

- 5.1 Service shall mean an employee's length of continuous service with the company.
- 5.2 Under this agreement, seniority rights of employees shall start:
- A. as **Conductors**: from the date of their engagement as a conductor or a conductor trainee. When there are 2 new hires on the same day, seniority will be determined by lottery.

Note: A transferred employee from another craft or department who has seniority in a different bargaining unit will by his previous seniority, gain seniority into the transportation department in front of the new hires on the same day.

- B. as **Locomotive Engineers**: in accordance with the provisions of paragraph 5.4 (b).
- 5.3 A newly hired employee shall serve a probationary period of one hundred twenty (120) calendar days commencing from the date such employee is first hired. During the probationary period, the company may terminate such probationary employee at any time and for any just cause. In the event that the applicant gives false information, the Company will have the right to disapprove such application after the hundred twenty (120) calendar day probationary period has expired if the information involved was of such a nature that the employee would not have been hired if the Company had timely knowledge of it.

Note: Side letter/Appendix H - New Hire Probationary Period

- 5.4 In the application of this article:
- A. unless otherwise provided in this agreement or by agreement between the company and the unions, employees shall accumulate and hold seniority in the classification in which they were hired;
- B. A conductor who becomes qualified as a locomotive engineer will establish and accumulate seniority as a locomotive engineer in the same relative seniority order to other conductors who apply for training as a locomotive engineer at the same time and on the same bulletin;

Note: Side letter / Appendix C - Application of Article 6.9

- C. the company will maintain separate seniority lists for locomotive engineers and conductors, showing the established seniority date of each employee.

- 5.5 Seniority lists shall be published once a year on January 1 and the company will provide a copy of such lists to the TCRC. Employees will be granted a period of thirty (30) days to appeal their position on the seniority list, in writing. For employees absent for any reason for the full thirty (30) day appeal period following the posting of the seniority list, the appeal period shall commence at the time such employee returns to active service. Once unchallenged during the thirty (30) day appeal period, seniority lists may not be changed thereafter, except by mutual agreement between the union and the company.
- 5.6 Seniority shall not be forfeited except in cases of permanent separation from company service, and failure to accept or respond to recall as provided in paragraph 5.7 hereof.
- 5.7 Employees shall be demoted and / or laid off in reverse order of seniority within the respective classifications defined in article 3. The Company shall give employees five (5) days' notice of lay-off. While laid off, employees will retain their relative seniority and will be recalled to service in seniority order. Upon recall, employees must report for duty within fourteen (14) days from the date they receive notice of recall. Employees will only be recalled for re-employment of an expected duration of fourteen (14) calendar days or more. Subject to the availability of junior laid off employees, an employee may waive recall without the loss of seniority for vacancies with an expected duration of less than ninety (90) calendar days.
- 5.8 The company shall recall employees:
- A. by personal contact or by telephone; failing this
 - B. by written notice sent to the employee by registered mail to such employee's last known address
 - C. in the application of this paragraph, it shall be the responsibility of the employee to provide the company with a current address and telephone number in writing
- 5.9 Notwithstanding anything to the contrary in this agreement, nothing shall preclude or limit the type of work that an employee may be asked to perform. In the application of this paragraph, employees will not be subject to censure if they can present grounds to support a stated inability to perform duties other than those for which they are currently qualified and have been trained to perform. Employees who are not physically capable of performing work outside their classification will be excused from such work.
- 5.10
- A. All Company Officers currently on the seniority list and holding a management position as of the date of ratification will be permanently removed from the list 120 days following the date of ratification.
 - B. Any TCRC member who accepts a position not governed by the present collective agreement after the date of ratification will have his/her name permanently removed from the TCRC seniority list 120 days subsequent to accepting such position.
 - C. Any individual occupying an accommodated position not governed by the present collective agreement may, at the Union's discretion, apply to have his/her seniority protected. The decision will be at the Union's discretion and is not subject to appeal.

Article 6

POSITION POSTING

- 6.1 The company shall internally advertise vacancies for permanent positions when it is determined that a known permanent vacancy exists. Such positions will be posted for seven (7) days, and the senior qualified applicant will be assigned.
- 6.2 Intentionally left blank
- 6.3 Employees off work during the entire period of a posting, will be entitled to claim the position, which was bulletined and filled in such employee's absence, no later than upon the completion of the first tour of duty upon such employee's return from the authorized leave of absence.
- 6.4 In the application of this article, there will be two (2) changes of time bulletins per year following the end of the first pay periods in April and October. All positions will be declared as permanent vacancies and bulletined at the change of time date.
- 6.5 At locations where spare boards provide relief, temporary vacancies of less than seven (7) calendar days will be filled from the spare board. Known temporary vacancies of seven (7) calendar days or more will be bulletined for a period of seven (7) days. One (1) subsequent vacancy will be filled by phone call.
- 6.6 Employees will make application on the prescribed form for positions posted with a copy to the Local Chair.
- 6.7 Permanent changes to the starting time of regular assignments of more than two (2) hours will be posted as specified in paragraph 6.1. In the event the Company needs to set forward or set back an assigned starting time on a particular day due to operating conditions or otherwise unexpected customer requirements, the Company may do so, provided the starting time is not set forward or set back more than two (2) hours, and provided the crew is given at least four (4) hours advance notice.
- 6.8 In the event an advertised permanent vacancy:
- A. as a **Conductor** remains unfilled after the bulletining period:
 - i. the senior qualified laid off employee at the home terminal where the vacancy exists will be forced to assume the vacancy subject to the provisions of paragraph 5.7 of article 5; should the vacancy remain unfilled thereafter
 - ii. Intentionally left blank
 - iii. the junior qualified employee on the spare board at the home terminal where the vacancy exists will be assigned

Note: In the application of sub-paragraph (A) of this paragraph, employees forced to unfilled vacancies as described therein will be released from such obligation as soon as an employee junior in seniority becomes available.

B. as **Locomotive Engineer** remains unfilled after the bulletining period:

- i. qualified locomotive engineers not working as such must take promotion to locomotive engineer's positions as seniority dictates at their home terminals
- ii. in the event a locomotive engineer's vacancy remains unfilled, the senior qualified locomotive engineer not working as such will be required to fill such vacancy

6.9 When all reasonable means of calling a locomotive engineers and / or conductor have been exhausted, management or other qualified personnel may perform the duties of locomotive engineers and / or conductors.

Note: Side letter / Appendix C - Application of Article 6.9

Article 7

LEAVE OF ABSENCE

- 7.1 An employee will be granted a leave of absence without pay of up to one (1) year upon the approval of the designated officer of the company and the General Chair.
- 7.2 Leave of absence under this article shall not be granted for the purpose of engaging in work outside the company.
- 7.3 The company shall grant a leave of absence without pay to any employee elected or appointed to a union office or as a General or Local Chair or as a delegate to any union activity for the term of the office or until completing the activity.

Article 8

BEREAVEMENT LEAVE

- 8.1 In the event of the death of an employee's eligible spouse, child, foster child (for whom the employee is the legal guardian), step child, grandchild, step grandchild, parent, brother, or sister, step-parent, step-brother or step-sister, the employee shall be entitled to up to five (5) consecutive working days bereavement leave without loss of pay; otherwise, upon the death of an employee's, grandparent, father-in-law or mother-in-law, sister-in-law or brother-in-law, the employee shall be entitled to up to three (3) consecutive working days bereavement leave without loss of pay.
- 8.2 It is the intent of this article to provide for the granting of leave from work on the occasion of a death as aforesaid, and for the payment set forth in paragraph 8.1 above to the employee to whom leave is granted. Travel time will be taken into account in determining the number of days of leave.
- 8.3 For the purposes of paragraph 8.1, eligible spouse is defined as being the person who is legally married to the employee, provided that if there is no legally married spouse that is eligible, it means the person that qualified as a spouse under the Canadian Human Rights Act, so long as such person is residing with the employee.
- 8.4 If an employee is bereaved while on vacation, bereavement leave days shall not be included as part of the vacation period. The vacation days not taken will be rescheduled through mutual agreement between the company and the employee.

Article 9

JURY DUTY AND ATTENDING COURT

- 9.1 Employees who are summoned or who serve on jury duty who lose time from their assignment shall be paid the difference between the amount paid by the court for such jury service and the amount of regular wages for their regular assignment, exclusive of reimbursement from the Court for meals, lodging or transportation, to a maximum of thirty days yearly. Employees on leave of absence, lay off, vacation or holiday will not be so compensated.
- 9.2 An employee summoned for jury duty who is on annual vacation may reschedule such annual vacation as mutually agreed and will thereafter be considered as in active service during the period of jury duty. Hours paid under this provision shall not be considered as time worked when computing overtime.
- 9.3 An employee must furnish the company with a statement from the court of the days on which jury duty was performed.
- 9.4 Employees attending Court as a witness for the company, or at a coroner's inquest, or if subpoenaed by the Crown, governmental agencies, or a medical examiner's inquest in cases where the company is involved, will be made whole for wages lost and expenses incurred. If appearance is required on a regularly assigned rest day, employees so governed shall be paid eight (8) hours, with time and one half (1 ½) their regular rate if required to attend for more than eight hours. The company will be entitled to a certificate for witness fees in all cases.
- 9.5 This Article does not apply if the employee is under criminal investigation or is party to a civil suit unless otherwise mutually agreed.

Article 10

EMPLOYEE HEALTH AND PHYSICAL FITNESS

- 10.1 The company will require job applicants to take and pass a physical examination prior to employment and, if applicable, take and pass such other examinations necessary to show that the applicant can perform the functions of the job.
- 10.2 Company required medical and safety critical exam will be arranged and paid for by the company. Employees will be made whole for wages lost. Employees required to travel away from their home terminal to undergo medical examination with authorization of the designated officer of the company will be allowed actual reasonable expenses whether or not they lose time. If required to take such examinations on their assigned rest day, employees will be paid a minimum of four (4) hours at their regular rate of pay. If required to take 2 or more appointments in a same day, a minimum of eight (8) hours will be paid.

Note: The Company will make every effort to schedule on the employees assigned workday.

Article 11

WORK SCHEDULING AND WAGES

- 11.1 All employees covered by this Agreement will be paid on an hourly basis.
- 11.2 Unless otherwise specified in a particular position description, the work week shall commence on Monday of each week at 0001 hours through 2359 hours of each subsequent Sunday.
- 11.3 Operating conditions may require the establishment of:
- A. an eight (8) hour day, five (5) day work week
 - B. a ten (10) hour day, four (4) day work week
 - C. Assignments with a separate return movement from the objective location will be scheduled on the following:
 - i. Seven (7) day service operation
 - 1. Either 80-hours bi-weekly or 40 hours weekly assignment at the option of the company
 - ii. Less than seven (7) days operation
 - 2. 40-hour weekly assignment unless mutually agreed to between the company and the Local Chairman of the TCRC.
- Note:** In the application of this paragraph the Local Chair will be consulted prior to the establishment of any such new assignments.
- 11.4 Wherever the requirements of service permit, assignments will be bulletined to work consecutive days and to provide a minimum of two (2) consecutive rest days in a work week with a presumption that Saturday and Sunday are the preferred rest days. To meet the service needs and operating conditions of the company, the employee's position and workweek may be bulletined with the scheduled rest days on days other than Saturday and Sunday. The company will discuss the scheduling and implementation of assignments with the applicable union.
- 11.5 No adjustment to pay will be made for those employees required to be on duty when clocks are changed to accommodate Daylight Saving Time.
- 11.6 Employees temporarily assigned to higher - rated positions shall receive the higher rates while occupying such positions. Employees temporarily assigned to lower - rated positions shall not have their rates reduced.

- 11.7 Unless otherwise provided herein, all road and yard assignments will have two (2) employees, a Locomotive Engineer and a Conductor.
- 11.8 When a Sperry Car, rail detector car, track mobile or Speno Rail Grinding equipment is operated as a train, a Conductor Pilot will be used and placed in charge of the operation.
- 11.9 Employees will follow the conditions of their assignment, which will not be changed unless necessitated by an emergency.

11.10 Compensation Schedules

Classification	January 1, 2019 / hrs	January 1, 2020 / hrs	January 1, 2021 / hrs
Locomotive Engineer	\$ 37.83	\$ 39.09	\$ 40.37
Conductor	\$ 33.97	\$ 35.15	\$ 36.35
Conductor Trainee	\$ 25.13	\$ 25.63	\$ 26.14

Article 12

PAY DAY

- 12.1 Employees shall be paid bi-weekly by electronic funds transfer.
- 12.2 Employees leaving the service of the company shall be furnished with a payment covering all time due within forty-eight (48) hours or as soon thereafter as possible. The forty-eight (48) hours specified shall be exclusive of Saturdays, Sundays, and holidays.
- 12.3 All overtime shall be shown as a separate item on the pay summary of employees.
- 12.4 Employees will be promptly notified in writing of changes or declinations to time claims and/or expenses submitted, at the time such changes or declinations are made. Such notification shall state the reasons, including applicable articles of the collective agreement, for the changes or declinations.
- 12.5 When an employee is short paid more than a day's pay, a payment will be made to cover the shortage within three (3) business days of an employee's request for payment or as soon as possible, thereafter.

Article 13

VACATION

13.1 Employees entitled to annual vacation will be governed as follows:

- A. The vacation year shall be from January 1st, through December 31st.
- B. An employee who on the 31st day of December has:
 - i. less than twelve (12) months continuous service with the company shall receive one day for each completed month of service, up to a maximum of 10 calendar days. Compensation for such vacation will be 2% of the gross wages for the employee during the preceding calendar year. This applies during subsequent years until qualifying for further vacation under clause (ii) of this section.
 - ii. one (1) year of continuous service with the company shall receive two (2) weeks' vacation per year. Compensation for such vacation will be 4% of the gross wages for the employee during the preceding calendar year. This applies during subsequent years until qualifying for further vacation under clause (iii) of this section.
 - iii. four (4) years of continuous service with the company shall receive three (3) weeks' vacation per year. Compensation for such vacation will be 6% of the gross wages for the employee during the preceding calendar year. This applies during subsequent years until qualifying for further vacation under clause (iv) of this section.
 - iv. eight (8) years of continuous service with the company shall receive four (4) weeks' vacation per year. Compensation for such vacation will be 8% of the gross wages for the employee during the preceding calendar year. This applies during subsequent years until qualifying for further vacation under clause (v) of this section.
 - v. ten (10) years of continuous service with the company shall receive five (5) weeks' vacation per year. Compensation for such vacation will be 10% of the gross wages for the employee during the preceding calendar year.

Note: Side letter / Appendix I – Application of article 11.1 & Vacationable Earnings

- 13.2 To be counted as a year of service, an employee must have been continuously employed for a period of twelve (12) consecutive months. Time off for union business, time off duty on account of lay off, bona fide illness, injury, and vacation days shall count as compensated service for the purposes of this Article.
- 13.3 An employee who has performed service in only a portion of a month and goes on authorized leave of absence shall have that portion of the month counted as a full month of continuous employment for purposes of this article.
- 13.4 Vacation time shall not be accumulated from one year to the next. The company, by mutual agreement with the employee, will allow an employee to carry over his vacation to the next year in circumstances where, due to illness or injury, the employee has not been reasonably able to take his vacation in the year it became available.

- 13.5 All vacations will commence on a Monday and continue as consecutive week(s). Employees entitled to two (2) or more weeks of vacation may split their vacation into not less than one (1) week segments. Vacation may not be split into more than five (5) segments.
- 13.6 The company reserves the right to allocate vacation request choices based on the needs of its operations. The maximum number of employees who may be on vacation at any one time shall be limited to no more than fifteen percent (15%). Any conflict of vacation schedule requests, which cannot be resolved in a mutually agreeable manner, will be determined on the basis of seniority.
- 13.7 Once a vacation request is granted, the employee shall be allowed to take the assigned time. If the vacation must be rescheduled, the employee and the company shall mutually agree to the rescheduled time. If the employee's vacation is rescheduled by the company and the employee has prepaid for the vacation and cannot obtain a refund and / or cannot use the prepaid vacation at a later date, the company shall reimburse the employee for out of pocket costs, upon presentation of proper documentation.
- 13.8 If any of the general holidays listed in paragraph 14.1 of article 14 occur during an employee's vacation, employees may either be given a day of holiday pay in addition to their vacation pay, or an additional day off at the end of their vacation and the holiday pay, at such employee's choice. The employee must notify the company seven (7) days in advance of taking his vacation of which option will be chosen.
- 13.9 Upon an employee's exit from service, the company shall pay to the employee any vacation pay then owing by the company to the employee.
- 13.10 Vacation requests must be submitted in writing to the designated supervisor by January 31st. The company will respond by no later than February 15th of each year. When submitting requests, employees should include a sufficient number of choices in case of duplicate requests.
- 13.11 Employees who, while on annual vacation, become ill or injured, shall have the option to terminate (temporarily) their vacation. An employee who is again fit for duty shall immediately so inform the designated company officer and will continue the vacation if within the scheduled dates. If the remaining vacation falls outside the employee's scheduled dates, such vacation will be rescheduled as may be mutually agreed between the designated company officer and the employee.

Article 14

GENERAL HOLIDAYS

14.1 The company recognizes the following days as general holidays:

- New Year's Day
- Day After New Year's Day
- Good Friday
- Victoria Day
- Canada Day
- Civic Holiday (1st Monday in August)
- Labour Day
- Thanksgiving Day
- Remembrance Day
- Christmas Day
- Boxing Day

Note: To be eligible for the holiday pay, the employee must have been employed for a minimum of 30 days.

14.2 Not Working on the General Holiday

- A. The Company will give employees as much advance notice as possible, with not less than one (1) day of notice, if employees are not required to work on a general holiday.
- B. Spare board employees who are available and not required to work on a General Holiday, shall be granted a holiday with pay of 8 hours on each of the General Holidays and will have the General Holiday payment used to make up the guarantee. If the spare board employee was not cancelled for the General Holiday, such employee will receive a payment of 10 hours over and above the guarantee.
- C. Assigned Employees who are cancelled on the General Holiday shall be granted a holiday with pay equivalent to the assignment scheduled under Article 11.3 on each of the General Holidays and will have the General Holiday payment used to make up the guarantee payment.
- D. Employees on rest days shall be granted a holiday with pay equivalent to the assignment scheduled under Article 11.3 on each of the General Holidays over and above the guarantee payment.

14.3 Working on the General Holiday

- A. Employees who commence a shift or tour of duty between 0001 and 2359 on a General Holiday will be paid at time and one half (1½) their regular rate of wages for all time worked for the first shift or tour of duty worked on the General Holiday plus the Holiday payment equivalent to the assignment being worked under Article 11.3. The General Holiday payment shall be used to make up the guarantee
- B. All overtime paid on a General Holiday, as a result of the General Holiday, is not to be used to make up the guarantee payment.

Article 15

OVERTIME

- 15.1 Overtime assigned by the company will be paid at the rate of one and one - half (1 ½) times the employee's hourly rate of wages for each hour of work in excess of forty (40) hours in each work week for assigned assignments governed by paragraph 11.3 (a), (b) and (c) (ii) of article 11 and in excess of eighty (80) hours bi-weekly for spare board and assignments governed by paragraph 11.3 (c) (i).
- 15.2 Overtime will not be paid when such overtime is created through the voluntary exercise of seniority from assignment to assignment. There will be no pyramiding of overtime.
- 15.3 When providing relief or filling ad hoc temporary vacancies, the company will have the right to call qualified employees at straight time before calling employees at overtime rates.
- 15.4 Assigned employees will be permitted to work additional shifts in their work week either between shifts or on an assigned rest day when there are no spare qualified employees available, provided accepting such work does not interfere with such employees' filling their regular assignment.
- 15.5 All time worked on an assigned rest day will be paid over and above guarantee payments and will be used in the calculation of overtime.
- 15.6 All overtime work will be assigned in order of seniority by craft.
Note: Side letter / Appendix C - Application of letter 6.9

Article 16

MEALS, EXPENSE REIMBURSEMENT AND ACCOMODATIONS

- 16.1 Employees are entitled to two fifteen (15) minute paid breaks per regular shift and a mealtime of forty (40) minutes. This paragraph does not apply to employees working in road service (through freight). However, employees in road service will be able to obtain a meal en route if eating facilities are available, so long as no delay to their train ensues.
- 16.2 The company will arrange suitable single accommodation at its expense for employees required to terminate their tour of duty away from their home terminal. The accommodation to be so provided will be reviewed by the company and the unions to determine suitability.
- 16.3 Except in the filling of vacancies at change of time bulletins, in the application of paragraph 16.2 hereof and paragraph 6.8 of article 6 – Posting, employees forced to unbid vacancies may elect, in lieu of company supplied accommodation, an allowance of sixty (\$60.00) as an expense item, and will thereafter supply their own accommodation, provided the location to which forced is not the employees' normal place of residence.
- Note:** In the application of paragraph 16.3, forced employees may travel to their normal place of residence once every two weeks and will be paid for such travel in accordance with the provisions of paragraph 16.4.
- 16.4 Except when exercising seniority, when employees are required to commence a tour of duty away from their home terminal or attend a company meeting, the company shall either provide transportation or reimburse the employee for the necessary cost of transportation.
- 16.5 Employees who are using their own vehicle at the request of the company will be reimburse at the same rate specified by the Canada Revenue Agency for the Automobile Allowance rate for the specific year for the kilometer traveled via the most direct route.

Article 17

INJURED ON DUTY

- 17.1 Employees injured while at work will not be required to make accident reports before they are given medical attention, if required, but will make them as soon as practicable thereafter. Proper medical attention will be given at the earliest possible moment.
- 17.2 An employee prevented from completing a shift due to a bona fide injury sustained while on duty will be paid for that full shift at straight time rates of pay.

Article 18

JOINT HEALTH AND SAFETY COMMITTEES

- 18.1 The company shall establish a Safety and Health Committee made up of at least one member from management and one member from each of the constituent unions making up the TCRC.
- 18.2 Employees required to attend at Health and Safety Committee meetings will be compensated for any loss of earnings resultant there from; **employees required to attend such meetings on their assigned rest day(s) will be paid eight (8) hours at the rate of their regular assignment;** employees not incurring a loss of earnings will be paid for the time actually attending the meeting, with a minimum of four (4) hours, at the applicable rate of their regular assignment.

Article 19

GROUP HEALTH PLANS

19.1 The company shall maintain a group health benefit plan for its employees and pay one hundred (100%) percent of the premiums associated with this plan, except as otherwise provided herein. Employees must first meet the qualifying criteria as described in the group plan and as implemented by the insurance carrier or provider, before they are eligible for insurance and become and remain insured as provided in the group policy. These benefits are only in effect as long as the employee is eligible for such coverage and becomes and remains covered as provided in the group policy.

NOTE: Company/employee cost sharing percentages of the premiums associated with this plan are as follows:

Year	Cost sharing
2019	No cost sharing
2020	90/10
2021	80/20

19.2 The company agrees to obtain from an insurance company a policy or policies in effect for the term of this agreement providing the coverage set out in the Benefit Plan schedule attached hereto.

19.3 The company has discharged its obligations under Paragraph 19.2 once it has obtained from an insurance company or companies a policy or policies with the characteristics set out in the Benefit Plan schedule and has paid those premiums it has agreed to pay. The unions acknowledge that the company is not liable under Paragraph 19.2 to make any payments to an employee or employees or any other person claiming any benefit under Paragraph 19.2 of the plan.

19.4 Maternity or paternity leave shall be granted for a period of six (6) months in total with no pay but with benefits paid. The six (6) month period may commence on a date of the employee's choice. In the event of adoption of a child, leave may be granted for up to six (6) months. If both spouses are employed by the company, the six (6) months may be shared.

19.5 The company reserves the right to change insurance carriers, providers or policies. The company will consult with the unions concerning changing benefit levels and so long as those benefit levels remain the same or better, the company may implement them.

19.6 Starting in 2020 and for the remainder of the contract, a benefit committee will be created and will include employees from management on the OVR and also, member(s) from the TCRC. The committee will be given access to the documentation provided annually by the insurer to view information regarding the new rates for the following year.

Article 20

PENSION PLAN

- 20.1 The company has established a defined contribution pension plan for employees. The company shall make a monthly contribution equal to six (6%) percent of the employee's monthly regular earnings.
- 20.2 The Mirror Plan and other pension rules for OVR employees to whom such plans apply will be attached as schedules to this agreement.
- 20.3 The company will provide booklets outlining the rules and administrative procedures associated with the company's pension plan and the Mirror Plan.

Note: Side letter – Appendix J - Application of article 20.1

Article 21

SAFETY EQUIPMENT AND TOOLS

- 21.1 The company shall provide the basic required equipment for employees to carry out their duties. Such equipment shall include, but not be limited to: hard-hats, safety glasses, batteries, lanterns, bulbs, radios, radio harnesses, hearing protection and other Personal Protective Equipment.
- 21.2 The company will provide an annual contribution for approved footwear and proper work gloves of three hundred and twenty-five dollars (\$325) payable on May 1st of each following year of this agreement. Employees failing to wear and use proper Safety equipment will be subject to the Company discipline policy where warranted.

Note: Prescription safety glasses must be obtained through a supplier pre-authorized by the company.

Article 22

NOTICE BOARD

- 22.1 Enclosed and locked Notice Boards will be provided, at suitable locations, for the TCRC to post notices.

Article 23

PRINTING OF THE AGREEMENT

- 23.1 The company shall undertake the responsibility for the printing of this collective agreement, and its updates, as may be required from time to time and will pay the cost of the printing.
- 23.2 Copies of the collective agreement, and its updates, will be provided to the TCRC for distribution to employees within one hundred twenty (120) days following the date of ratification; word processing file copies will be distributed to the general and local chairs.

Article 24

DEDUCTION OF DUES

24.1 The company shall, on the payroll for the pay period which contains the first day of each month, deduct from the wages of each bargaining unit employee within the scope of this Agreement an amount equal to the uniform monthly dues of the appropriate union or such other authorized amounts as specified by the TCRC, subject to the exceptions contained in this paragraph. The company shall remit the total amounts deducted to the union once per month accompanied by a report showing the amount deducted. The company shall not be responsible, financially or otherwise, for any failure to make deductions or for making inaccurate or improper deductions or remittances.

Article 25

DISCIPLINE

25.1 An employee subject to the provisions of this Article shall not be disciplined or dismissed without first having had a fair and impartial investigation through which responsibility for the employee's actions has been established.

Note: Side letter / Appendix K - Application of article 25.1

25.2 An employee may be held from service for such investigation for which no loss of pay will ensue.

25.3 Employees shall be notified in writing of the subject matter of the investigation and will be given a minimum of forty-eight (48) hours advance notice of such investigation; the ensuing investigation will be limited to the specific matter to be investigated as described in the notice to appear.

25.4 An employee may be assisted at the investigation by a duly accredited representative of the union.

25.5 An employee shall have the right to be present during the examination of any witnesses whose evidence may have a bearing on such employee's responsibility or be accorded the right to read the evidence, if any, of witnesses at the outset of any hearing and will be accorded an opportunity during the hearing to offer rebuttal thereto.

25.6 The employee and the union shall be given a copy of the employee's statement and the transcript of evidence given at the investigation.

25.7 Decisions concerning an employee's responsibility which result from an investigation will be rendered within thirty (30) calendar days following the date of completion of the investigation. If a decision is not given to the employee in writing within thirty (30) days as above, the employee will be considered exonerated of all responsibility, unless otherwise mutually agreed.

25.8 In the application of paragraph 25.7, if an employee considers the decision rendered is unjust, an appeal concerning such decision may be filed commencing with Step 1 of the Grievance Procedure, except that in the matter of the discharge or dismissal of an employee, such appeal will be filed at Step 2 of the Grievance Procedure.

25.9 Employees will be given access to their personal files upon request. Employee files will be reviewed in the presence of the employee's supervisor.

25.10 The Vice-President, Human Resources and the General Chairs will meet once annually to review discipline issued in the previous year.

Article 26

GRIEVANCE PROCEDURE

26.1 A grievance concerning the interpretation, or alleged violation of this agreement, or an appeal by an employee who believes he/she has been unjustly dealt with shall be handled in the following manner.

STEP 1 - PRESENTATION TO THE GENERAL MANAGER

Within thirty (30) days of the date of cause of grievance, the Local Chairman, or his delegate, shall present the grievance in writing to the employee's General Manager (a decision will be rendered as soon as possible thereafter but, in any case,, within thirty (30) days).

STEP 2 - APPEAL TO VICE-PRESIDENT, HUMAN RESOURCES.

Within 30 days of receiving the decision under Step 1, the General Chairman may appeal the decision in writing to the Vice-President, Human Resources, whose decision will be rendered in writing within thirty (30) days of receiving such appeal.

DISCIPLINE APPEALS (LESS THAN DISMISSAL)

Discipline appeals involving discipline less than dismissal from service shall also be subject to the two-step procedure outlined above for other claims and grievances.

DISCIPLINE APPEALS – DISMISSAL

Discipline appeals which involve dismissal from service may be appealed by the General Chairman directly to the Vice-President, Human Resources.

ARBITRATION - FINAL SETTLEMENT OF DISPUTES

A grievance processed in the manner and through each of the steps outlined in the grievance procedure and still not settled or disposed of may be referred by any of the signatories to this Agreement to such arbitrator that is mutually acceptable to the applicable parties for final and binding settlement without work stoppage.

26.2 The time limits in Article 26.1 as specified above may be extended by mutual agreement.

26.3 The settlement of a grievance shall not under any circumstances, involve retroactive pay beyond a period of ninety (90) calendar days prior to the date that such grievance was submitted at Step 1 of the grievance procedure.

26.4 Any grievance not advanced by the Union within the prescribed time limits shall be considered abandoned. Such abandonment will not constitute a precedent or waiver of the contentions of the Union in the instant case or in respect of other similar claims. Where a decision is not rendered by the appropriate officer of the Company within the prescribed time limits, the claim will be paid. Payment of time claims in such circumstances will not constitute a precedent or waiver of the contentions of the Union or of the Company in this case or in respect of other similar claims.

- 26.5 A grievance based on a claim for unpaid wages if not advanced by the Union within the prescribed time limits, shall be considered abandoned. When the appropriate officer of the Company fails to render a decision with respect to such a claim for unpaid wages within the prescribed time limits, the claim will be paid. Payment of time claims in such circumstances will not constitute a precedent or waiver of the contentions of the Union or of the Company in this case or in respect of other similar claims.
- 26.6 The Union or the Company may, within thirty (30) calendar days from the Company's decision at Step 2 (above), request a pre-arbitration meeting, to be arranged by the parties.

ARBITRATION

- 26.7 No dispute may be referred to arbitration until it has first been processed through the last step of the Grievance Procedure provided for in this Agreement. Failing final disposition under the said procedure a request for arbitration may be made but only in the manner and within the period provided for that purpose in this Agreement.
- 26.8 A request for arbitration shall be made within sixty (60) calendar days from the date the decision at Step 2 is rendered by the Vice-President, Human Resources, unless otherwise mutually agreed by the Union and the Company.
- 26.9 In the application of this article, the Unions and the Company agree that the services of the incumbent arbitrator of the Canadian Railway Office of Arbitration (CROA) will be selected as the adjudicator of disputes and that such disputes will be adjudicated pursuant to the procedures of that office.

Article 27

MATERIAL CHANGE

- **TECHNOLOGICAL OPERATIONAL AND ORGANIZATIONAL CHANGE**
- **NOTICE AND NEGOTIATIONS**

27.1 Prior to the initiation by the company of any permanent technological, operational or organizational changes as described hereinafter having a material adverse effect on employees, the company will:

- A. for changes such as the run through of terminals, closures of home stations, or the introduction of new technology initiated solely by the company and having a significant adverse effect on employees: give at least one hundred twenty (120) days advance notice of any such proposed change, with a full description thereof and details as to the anticipated changes in working conditions.
- B. for other changes: give at least sixty (60) days' advance notice of any such proposed change, with a full description thereof and details as to the anticipated changes in working conditions; and
- C. negotiate with the unions measures to minimize any significant adverse effects of the proposed change on employees but such measures shall not include changes in rates of pay.

27.2 In the application of this article:

- A. the negotiations referred to in paragraph 27.1 shall commence within thirty (30) days of the date of the notice specified in the applicable paragraph.
- B. if the negotiations do not result in mutual agreement as soon as is practicable, the issue or issues remaining in dispute shall be referred by either party to a single arbitrator whose decision shall be final and binding upon both parties.
- C. the request for arbitration shall be made in writing by either party to the other within seven (7) days from the cessation of negotiations and such arbitration shall be held, in accordance with the provisions for the Final Settlement of Disputes of article 26 of this Agreement.
- D. time limits specified in this article may be extended by mutual agreement.
- E. the decision of the arbitrator shall be confined to the issue or issues placed before him or her and shall also be limited to measures for minimizing the significant adverse effects of the proposed change upon employees who are affected thereby.

IMPLEMENTATION OF CHANGE

27.3 In the application of this article:

- A. the changes referred to in paragraph 27.1 (a) will not be made until the negotiation process provided for by paragraph 27.1 (c) have been completed.
- B. the changes referred to in paragraph 27.1 (b) will not be made until either the process for negotiations provided for by paragraph 27.1 (c) have been completed or the date the change is scheduled to take place, whichever occurs first.
- C. the changes proposed by the company which can be subject to negotiation and arbitration under this article do not include changes brought about by the normal application of the collective agreement, changes resulting from a decline in business activity, fluctuations in traffic, reassignment of work at home stations or home terminal or other normal changes inherent in the nature of the work in which employees are engaged.

Article 28

TRAINING

28.1 The company will provide training courses covering all required subject areas for the applicable occupational category. When employees attend such training courses at the direction of the company, they will do so in accordance with the following conditions:

- A. the location at which training courses are to be conducted will be determined by the company.
- B. the General Chair of the union will be provided with a copy of the training course schedule, on an on-going basis.
- C. where the training location is at other than the employee's home terminal, the company will arrange for and provide transportation to the training location; employees authorized to use their personal automobile and who elect to do so will be paid the mileage allowance provided in paragraph 16.5 of article 16 – Meals Expense Reimbursement and Accommodations, in accordance with the conditions attached thereto.
- D. where the training location is at other than the employee's home terminal and employees are required to travel to another terminal for training, time occupied in traveling will be paid for at the employee's hourly rate, provided the distance between the two terminals is forty (40) miles or more by the most direct highway route.
- E. where the training location is at other than the employee's home terminal and the distance between the two locations is forty (40) miles or more via the most direct highway route, the company will provide accommodation which may be in hotels, motels or in company facilities; such accommodation will be in clean, single occupancy rooms equipped with a writing table or desk, a chair and adequate lighting and, to the extent it is practical to do so, will include cooking facilities.
- F. employees covered by paragraph 28. 1 (d) above, will be paid an allowance for meals on each day of the training program as follows: where the provided accommodation includes cooking facilities - \$20.00 per day; or where the provided accommodation does not include cooking facilities - \$30.00 per day.

28.2 When employees attend a training program for one full day or more:

- A. they will be credited for a minimum of eight (8) hours toward their guarantee, for each day, or portion thereof, while in attendance at the training course;
- B. all weekly and bi-weekly guarantees will remain in effect;
- C. They will be accorded two (2) weeks' notice of the requirement to attend a training course, at a location other than in Sudbury or North Bay.

Note: Side letter / Appendix L - application of 28.2 c)

- D. will be entitled to two consecutive rest days in the week in which training takes place;
- E. they will be accorded two (2) weeks' notice of the requirement to attend a training course.

- 28.3 In the event that employees are removed from the working list on a day or days preceding attendance at a training course and, as a result, misses a tour or tours of duty which commence work on such days, such employees will receive credit, equal to the hours earned by a replacement employee, towards their guarantee as well as toward the calculation of overtime in that work week, for each such tour of duty lost.
- 28.4 Employees will not be removed from the working list on the day or days preceding attendance at a training course where, under normal operating conditions, they will be in and off duty at their home terminal by 2359 of the day preceding attendance at the training course.
- 28.5 Regularly assigned employees, whose assignments go out prior to their release from the training course and who, as a result, miss the return portion of a trip out of the away from home terminal to the home terminal, will be paid for the return tour of duty so lost.
- 28.6 Employees will have their names restored to the working list as of completion of training on the last day of the training course. However, employees may elect not to accept calls for shifts or tours of duty commencing prior to, but no later than, 0600 of the day following the training course and must advise the company of the time at which they will be available. Employees who wish to exercise this option will so advise the company at the completion of the training course.
- 28.7 Spare board employees who exercise the option set out in paragraph 28.6 will hold their turn on the working board until 0600 of the day following the training course.
- 28.8 Intentionally left blank
- 28.9 Employees attending a training course who fail to qualify in accordance with the regulations for their occupational category will not work until they become so qualified.
- 28.10 To the extent that an instructor/examiner is available, instruction and/or re-examination, as desired by the employee, may be arranged outside the hours of the normal training course at no additional cost to the company. Alternatively, and again dependent on the availability of a qualified instructor/examiner, the employee may arrange to qualify in whatever subject areas required at the home terminal or other location at no cost to the company.
- 28.11 The provisions of paragraphs 28.1 to 28.8 inclusive will not again apply to employees taking subsequent training or instruction as a result of failure to qualify on their first attempt. Any further training, instruction or re-examination will be at the employee's own expense.
- 28.12 Employees designated by the company to act as trainers for other employees will be compensated as follows while so occupied:
- A. \$22.00 per tour of duty for locomotive engineers responsible for training locomotive engineer trainees
 - B. \$22.00 per tour of duty for Conductors responsible for training conductor trainees
- Note:** This is also applicable in situation when an employee requires familiarization. An employee will be afforded a maximum of 3 trips unless mutually agreed.
- 28.13 In the application of paragraph 28.12, trainers will be required to promptly fill out, endorse and submit the prescribed reports and forms as required by the company.

Article 29

CALLING PROCEDURES

- 29.1 When employees are called and report for duty and are not used, they shall be allowed pay at the applicable rate of pay with a minimum of three (3) hours; employees held in excess of three (3) hours will be paid on a minute basis thereafter.
- 29.2
- A. Except in an emergency, the company shall provide at least a two (2) hour call in advance of the on duty time. The company shall not be required to call employees in assigned service except to inform them that a train is delayed and of the new on duty time.
 - B. Employee has to provide up to two (2) numbers where they can be contacted. For the purpose of calling an employee, the Company will reach out to the numbers either by phone call or by text if applicable, to the employee on the number(s) provided. If the employee can't be reached, ten (10) minutes will be granted for the employee to respond before another employee is called for the assignment".

Article 30

DEADHEADING

- 30.1 Deadheading and service may be combined and, when so combined, will be paid actual hours on a continuous time basis. Employees will be notified at the time of call, if deadheading and services are to be combined.
- 30.2 When deadheading is paid for separately from service, employees will be paid actual hours on a continuous time basis.
- 30.3 Employees will be granted a travel allowance in lieu of deadheading when forced to fill known or ad hoc temporary vacancies from North Bay or Temiscaming – employees will be paid one (1) hour at the employees' regular rate of pay, at the beginning and at the completion of the employees' portion of such vacancies; time so occupied will not be considered as time on duty for the purposes of booking rest and payment of such allowance will not be used to calculate employees' guarantees.

Note: Side letter / Appendix M – Sudbury as an Outpost Location

- 30.4 In the application of this article, employees must actually be physically required to deadhead in order to be accorded compensation for deadheading.
- 30.5 When employees are entitled to compensation for deadheading, the company will provide or arrange for the necessary transportation. When railway or public transportation is not available and employees are authorized by the company to use their private automobile, they will be reimbursed as prescribed in paragraph 16.5 of article 16 - Meals, Expense Reimbursement and Accommodations.
- 30.6 When an unassigned employee is required to deadhead, the employee first-out will be called.
- 30.7 When more than one unassigned employee is deadheaded and an employee (or employees) is required for service en route, the employee (or employees) standing first-out when called to deadhead will be used.

Article 31

SPAREBOARD

- 31.1 At locations where necessitated by operational requirements, conductors' and / or locomotive engineers' spare boards will be maintained. If both boards are in operation and one of the boards is exhausted, employees on the other board(s) / will protect.
- 31.2 Except as otherwise provided in this article, employees on spare boards will be operated first-in first-out. Employees standing first-out in the spare board rotation at calling time who make themselves unavailable or who miss calls for a vacancy (or vacancies) for which called, will be placed at the bottom of the spare board.
- 31.3 Except as otherwise provided, employees will establish their turn in the spare board rotation as follows:
- A. at the time they are off duty at the home terminal
 - B. at the time they return from a flex day, vacation, sick leave, being cancelled on a statutory holiday Article 14.2 A) and B), etc.
 - C. when more than one spare employee has the same off duty time, the employees' relative standing at the time last called from the spare board will be used to determine the order of placement
 - D. when displaced from a regular or temporary assignment, they will be placed at the bottom of the spare board rotation
 - E. at the time of assignment thereto at a change of timetable date bulletin
 - F. otherwise, as mutually agreed between the designated officer of the company and the respective Local Chair
 - G. when a spare employee is called for a tour of duty of less than six (6) hours in duration, such employee will be replaced in the turn from which called in the spare board rotation, at the completion of such tour of duty
- 31.4 Employees on spare boards shall be entitled to:
- A. all extra work to complete the consist of crews, where applicable and to provide relief for regularly assigned employees
 - B. extra trains which cannot practicably be made part of any assignment or set of runs
 - C. extra yard assignments
- 31.5 Subject to operational requirements, the company will regulate the number of employees on spare boards every two weeks, in consultation with the Local Chair.

31.6

- A. Employees on the spare board will be required to remain available until such time as the employee accumulates eighty (80) straight time hours in the concurrent pay period. Thereafter, such employees will be ineligible to work overtime unless there are no other spare board employees available at straight time rates. Subject to the provisions of paragraph 15.3 of article 15 – Overtime, overtime opportunities will be filled in seniority order by those spare employees who wish to work overtime.
- B. In addition to the above, employees will have the ability to obtain up to twenty-four hours rest after working forty (40) hours or five (5) shifts switching in the yard, whichever comes first. Only one (1) spare board employee may book rest past any assignment scheduled to the spare board that regularly leaves North Bay. In the application of this article, employees opting to take rest, under this paragraph, shall have their guarantee reduced for all time earned by the replacement employee.

31.7 Employees standing first out who are run around shall remain first out and shall be made whole for loss of earnings between the job for which run around and the job subsequently worked, if it started before the job for which run around finished. An employee standing first out who is run around due to service requirements (held for a subsequent vacancy for which he is the only qualified employee with the necessary qualifications), such employee shall remain first out and be made whole for loss of earnings as set forth above; except, if not called for such subsequent vacancy within eight (8) hours of the time run around, he shall instead be paid a basic eight (8) hour day in addition to the earnings of the job for which next called.

Article 32

GUARANTEES

- 32.1 In the application of this article, the guarantee period will coincide with:
- A. the work week, for employees governed by sub-paragraphs 11.3 (a) and (b) of Article 11 as such is defined therein, and
 - B. with each pay period of fourteen (14) days, for employees governed by sub-paragraph 11.3 (c) of Article 11, and
 - C. with each pay period of fourteen (14) days, for employees on spareboard(s)
- 32.2 Guarantees payable under paragraphs 32.3 are predicated upon employees both being available for service and being entitled to a guarantee during the entire guarantee period or portion thereof.
- 32.3 Employees governed by:
- A. sub-paragraph (a) of paragraph 32.1, who are available for service for the entire work week as defined therein, will be entitled to a guarantee of forty (40) hours at the straight time rate of their regularly assigned position; and
 - B. sub-paragraphs (b) and (c) of paragraph 32.1, who are available for service for the entire fourteen (14) day guarantee period as defined therein, will be entitled to a guarantee of eighty (80) hours at the straight time rate of their regularly assigned position.

- 32.4 The guarantee provided for by paragraph 32.3 will be reduced by the equivalent of the earnings made by replacement employees, for each day or portion thereof on which an employee is not available for duty which arises as a consequence of such employee's regular assignment.
- 32.5 Employees may be used in any service to make up guarantees when such will not interfere with the performance of regular assignments.
- 32.6 Employees assigned to positions governed by guarantees who are displaced therefrom and who displace onto another assignment will not have their entitlement to their guarantee payable reduced, provided:
- A. employees must displace onto such other assignment within twelve (12) hours from the time notified of their displacement; and
 - B. the total guarantee payable on the other assignment is not increased beyond the amount which would normally be paid on such assignment.
- 32.7 An employee on a spare board who stands first-out and misses more than two (2) two-hour calls in a guarantee period will not be entitled to the guarantee for that period.
- 32.8 Spare employees entitled to a guarantee under the provisions of this article who are assigned to the spare board for only a portion of a guarantee period will be paid their full proportion of the guarantee pro-rated according to the number of days the employee was on the spare board as related to the number of days in the guarantee period.
- 32.9 Except as otherwise provided by paragraph 15.4 of article 15 – Overtime and paragraph 30.3 of article 30 - Deadheading, all compensation paid to an employee under this agreement during the guarantee period will be used to offset any such guarantee payments.
- 32.10 The guarantees described herein will not be construed as the maximum earnings which employees will be permitted to make.

Article 33

REST

- 33.1 Upon going off duty, employees may take rest as follows:
- A. at the home terminal: six (6) hours minimum; twelve (12) hours maximum
 - B. at the away-from-home terminal: six (6) hours minimum and eight (8) hours maximum
 - C. at the away from home terminal, employees who do not book rest will be allowed a one (1) hour unpaid meal period, if required.
- 33.2 At other than home terminals, when rest is booked, the maximum number of hours of rest booked by any one member of the train or engine crew shall be the number of hours rest for all other members of the train and engine crew
- 33.3 Employees may not book rest around their assignment when there is a minimum of an eight (8) hour interval preceding the next tour of duty.
- 33.4 Employees who book rest at other than home terminals will not be released to deadhead until rest booked has expired
- 33.5 In the application of paragraph 33.2, the rest period shall commence at the time when the last member of the train or engine crew goes off duty.
- 33.6 Rest taken must be registered on arrival and in whole hour increments. Once registered, rest cannot be changed or cancelled by either the company or employees. Rest taken will be exclusive of call time.

Article 34

HELD AWAY FROM HOME TERMINAL

- 34.1 Employees in road freight service who are held at other than the home terminal longer than ten (10) hours will be paid on a minute basis for all time so held, except that when employees are on rest in excess of six (6) hours:
- A. when employees are on seven (7) hours rest, payment will commence after the commencement of the eleventh (11th) hour
 - B. when employees are on eight (8) hours rest, payment will commence after the commencement of the twelfth (12th) hour
- 34.2 In the application of this article, employees will be released from the away from home terminal prior to the expiry of eighteen (18) hours.

Article 35

FLEX DAYS

35.1

- A. Employees will be entitled to six (6) Flex Days each calendar year, which may be taken between January 5 and December 15. Employee will be compensated eight (8) hours pay for each Flex Day taken. Partial or half days will not be allowed. Flex Days can be taken only on an employee's regularly scheduled workday, or in instances of bona fide illness. Flex days will have a twenty-four (24) hour duration, beginning with the starting time of the employee's regular assignment; on the extra board, the starting time will commence at the time of book-off. Unless otherwise authorized by a supervisor, or in cases of bona fide illness, requests for Flex Days must be made in writing at least ninety-six (96) hours in advance of the date requested.
- B. A new hire will be entitled to this article as per the following:
- i. Receive one (1) flex day for every two (2) months worked
 - ii. Flex day entitlement will be rounded up to the next 2-month segment
 - iii. On January 1st subsequent to the date of hire, the employee will be entitled to the full allotment of flex days outlined in Article 35.1 (A)
 - iv. Unused flex days will be paid out as outlined in Article 35.2
- C. Unless successfully grieved, if an employee resigns or is terminated from his/her position during the calendar year, unused Flex Days be pro-rated and paid out. In addition, any Flex Days which have been previously requested by the employee and denied by the Company will also be paid out.

Note: Employees who retire will be entitled to his/her full allotment of Flex Days and have all unused Flex Days paid out".

35.2 Flex Days not used may not be accumulated and carried over to the next calendar year. Employees who have not taken their Flex Day(s) allotment by December 15 will be compensated for the remaining days in the first pay period of the following January.

35.3 Company and employee representatives will cooperate in arranging to meet Flex Day requests giving due regard to business conditions and the needs of the Company. Flex days requests shall be granted no less than forty-eight (48) hours in advance of the day(s) to be taken. Preferences of employees shall be governed by seniority.

35.4 Flex days will not be considered as days worked for the purpose of computing overtime excluding time worked on days off mentioned in article 15.4 & 15.5.

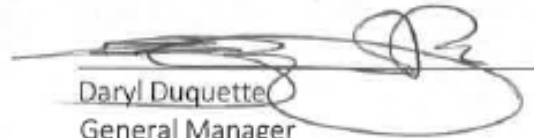
Signed this 21st day of January, 2020

For the Teamsters Canada Rail Conference



Paul Boucher
General Chairman
TCRC Central Region LE

For the Ottawa Valley Railway Inc.



Daryl Duquette
General Manager
Ottawa Valley Railway



Mark Lusk
Local Chairman
Division 145

Appendix A

SUCCESS BONUS PROGRAM FOR EMPLOYEES

In order to acknowledge staff members for their contribution to the success of the company's safety and prosperity, the parties agree to modify the evaluation criteria regarding the employee bonuses when their objectives are met. Thereby, from this point forward, the objectives to be achieved are based on personal injury prevention as well as the number of incidents caused by human factor.

A bonus of 2% of the annual gross earnings will be paid if safety objectives are met. If the objectives are partially met, the percentage will be adjusted accordingly. The safety objectives of the new Success Bonus Program will be established annually and posted. Considering that the total absence of incidents is difficult, the objectives will be established to a reasonable level to promote their achievability and improvement.

They will be divided equally in two (2) parts (50% each) as follows:

- **Reportable injuries (1%)**
- **Human factor incidents (1%)**

In February of each year, the bonus will be paid to the employees. Those who wish will be permitted to transfer it into the pension plan.

Appendix B

BENEFIT PLAN

LIFE INSURANCE AND ACCIDENTAL DEATH OR DISMEMBERMENT

- A. Life Insurance: All employees have life insurance amount equal to two (2) times their annual earnings. Amount of insurance is reduced by fifty (50%) at the age of sixty-five (65) and terminates at seventy (71) years old. Dependent Life Insurance: spouse \$10,000 (ten thousand dollars), Child: \$5,000.00 (five thousand dollars) each.
- B. Accidental Death and Dismemberment: Basic coverage equal to basic Life Insurance; Optional Coverage the same as Optional Life Insurance.

EXTENDED HEALTH CARE BENEFITS

- A. The program covers:
 - a. drugs reimbursed (80%)
 - b. other health services one hundred percent (100%)
 - c. drug definition mandatory generic
 - d. services obtained from a psychologist, one thousand, five hundred dollars (\$1,500)
 - e. services obtained from a chiropractor, physiotherapist, social worker, podiatrist, naturopath, speech therapist: seven hundred and fifty dollars (\$750)
 - f. out-of-Canada emergency travel insurance
 - g. travel assistance
 - h. glasses at two hundred fifty dollars (\$250) per twenty-four (24) months for adults and children
 - i. survivor benefit twenty-four (24) months.
- B. Dental benefits
 - a. The program reimburses fees for services according to the current dental fee guide of general practitioners as amended from time to time:
 - i. ninety percent (90%) of basic / preventative;
 - 1. cleaning;
 - 2. complete oral exams,
 - 3. fillings;
 - 4. extraction of teeth;
 - 5. root canal treatment;
 - 6. gum surgery;
 - 7. recall examinations every nine (9) months;

- ii. sixty percent (60%) of major restorative services;
- iii. fifty percent (50%) for children's orthodontic services;
- iv. The maximum amount per year for Preventive, Maintenance and major covered costs combined is two thousand dollars (\$2,000) per insured person in a calendar year.
- v. maximum orthodontic services are fifteen hundred dollars (\$1,500) lifetime;
- vi. survivor benefit twenty-four (24) months.

SHORT TERM DISABILITY

- A. This benefit replaces 60% of your weekly income without exceeding Canada Employment Insurance weekly maximum as amended from time to time:
 - a. begins following the last day of coverage provided under Canada Employment Insurance Sick Benefits (two (2) week waiting period followed by fifteen (15) weeks coverage)
 - b. this benefit will be paid up to a maximum of seventeen (37) weeks thereafter
 - c. taxable.

For full details of eligibility and coverage, the terms and conditions of the benefit plan agreement will apply

Appendix C

APPLICATION OF ARTICLE 6.9

New side Letter – Application of Article 6.9


Gentlemen,

During the current round of negotiations, the TCRC raised concerns as to the application of article 6.9 of the CBA.

It has been agreed to that the following will be applied:


- 1) All transportation employees holding seniority in the craft, will be canvassed in seniority order
- 2) Only after item 1 above has been exhausted, all transportation employees not holding seniority but qualified in the craft, will be canvassed
- 3) Only after items 1 & 2 above have been exhausted, article 6.9 can be applied.

Upon written request of the TCRC Local Chairman, the company shall provide documentation to substantiate that this process has been applied as agreed to.



Daryl Duquette
General Manager
Ottawa Valley Railway

I concur,



Paul Boucher
General Chairman
TCRC Central Region

Appendix D

CROSSING LEGAL PICKET LINES

April 10th, 2002

D. Warren
General Chairman
Canadian Council of Railway
Operating Unions
United Transportation Union
695 Markham Road
Scarborough, ON M1H 2A5

R. Leclerc
General Chairman
Canadian Council of Railway
Operating Unions
Brotherhood of Locomotive Engineers
602 6th Avenue
Grand-Mere, QC G9T 2H5

Gentlemen:

During the current round of negotiations, the TCRC submitted a proposal whereby employees could unilaterally refuse to cross legal picket lines.

While the parties were able to attain a successful and mutually satisfactory resolution of the matter, the union expressed the concern that its proposal stemmed from situations where employees may face intimidation and threat of physical harm if they were to be ordered to cross the a legal picket line, and that the TCRC's proposal served to alleviate the concern of your membership in this regard.

In order to resolve this particular concern, the company gave you its assurance, should employees meet with intimidation or threat from picketers at legal picket lines, that TCRC employees would not be required to cross such picket lines in these circumstances.

Yours truly,

Regional Vice-President
RailAmerica

Appendix E

QUALIFICATION STANDARDS

- A. This addendum provides for the minimum safety standards for the training, testing, qualification and monitoring of operating employees.
- B. A qualified instructor will be designated by the company, and, for the purposes of supervising the training of locomotive engineers, is also a qualified locomotive engineer, as prescribed by paragraph 30.5 hereof.
- C. A qualified conductor is defined as an employee who has completed the training program for conductors as required by the company and who is deemed proficient in the following areas of responsibility:
 - a. Canadian Rail Operating Rules;
 - b. system special instructions;
 - c. the company's General Operating Instructions and procedures;
 - d. train marshalling and switching;
 - e. train handling guidelines;
 - f. track - train dynamics;
 - g. air brake equipment.
- D. The conductor will be responsible for the operation, care and control of the train.
- E. A qualified locomotive engineer is defined as an employee who is a qualified conductor, and, in addition, who has completed the training program for locomotive engineers as required by the company and who is deemed proficient in the following areas of responsibility:
 - a. train handling guidelines;
 - b. track - train dynamics;
 - c. locomotive brake systems;
 - d. motive power, mechanical and electrical systems;
 - e. air brake equipment.
- F. The locomotive engineer of a train is in charge of and responsible for the operation of the locomotive or group of locomotives.
- G. The company shall provide for the continuing education of operating employees to ensure that each such employee possesses the necessary knowledge, skill and ability concerning personal safety, operating rules and practices, mechanical condition of equipment and methods of safe train handling.
- H. If the company elects to train previously untrained persons to be locomotive engineers, it shall provide:
 - a. classroom, skill performance and familiarization training with physical characteristics and components, consistent with safe train handling techniques, including both knowledge and performance skill testing;
 - b. in situational training circumstances, which places the student at the controls of a locomotive for a significant portion of the training time, permitting the student to experience a variety of the types of trains normally operated by the company, trainees to be under the supervision of a qualified locomotive engineer located in the same compartment.
- I. Newly hired employees for train service shall be employed with the understanding that subsequent promotion to locomotive engineer is a condition of continued employment.

Appendix F

ORDER OF HIRING

September 18th, 2002

R. Leclerc
General Chairman
Canadian Council of Railway
Operating Unions
Brotherhood of Locomotive Engineers
602 6th Avenue
Grand-Mere, QC G9T 2H5

D. Warren
General Chairperson
Canadian Council of Railway
Operating Unions
United Transportation Union
695 Markam Road Suite 32
Scarborough, ON M1H 2A5

Gentlemen:

During the recently concluded negotiations concerning collective agreement renewal, the Council expressed concerns in the matter of the selection of candidates for the company's training program for locomotive engineers.

The Council raised concerns where newly hired employees qualified as locomotive engineers would be placed on the locomotive engineer's seniority list ahead of senior conductors who have not yet been given an opportunity to apply for training and subsequent qualification for the position of locomotive engineer.

The company assured the Council that all new operating employees will be:

1. hired or transferred as conductors; then
2. placed in relative order on the bottom of the conductor's seniority list; then
3. trained as locomotive engineers (if not already so qualified); then placed on the locomotive engineer's seniority list (providing they become so qualified) in order of their conductor's seniority;

Subject to the provisions of sub-paragraph 5.4 (b) of the collective agreement.

Yours truly,

General Manager

Appendix G

LOCOMOTIVE CAB CONDITIONS

September 18th, 2002

R. Leclerc
General Chairman
Canadian Council of Railway
Operating Unions
Brotherhood of Locomotive Engineers
602 6th Avenue
Grand-Mere, QC G9T 2H5

D. Warren
General Chairperson
Canadian Council of Railway
Operating Unions
United Transportation Union
695 Markam Road Suite 32
Scarborough, ON M1H 2A5

Gentlemen:

During the recently concluded negotiations concerning collective agreement renewal, the Council raised concerns as to the condition of locomotive cabs in the company fleet, demanding that all locomotives be equipped with microwave ovens and that locomotive cabs be in a clean and orderly condition at the start of each locomotive engineer's tour of duty.

In response to the Council's concerns, the company has agreed:

1. that microwave ovens will be installed in those locomotives of the company owned fleet where it is economically practicable to do so;
2. motive power maintenance staff will clean locomotive cabs once per week; locomotive engineers in charge of such locomotives will be expected to keep them in a clean and orderly condition thereafter.

Yours truly,

General Manager
OVR

Appendix H

NEW HIRE PROBATIONARY PERIOD

New Hire Probationary Period Article 5.3

July 3, 2019

Paul Boucher
82A Dundas Street W.
Trenton, Ontario
K8V 3P3

Gentlemen,

During the current round of negotiations, the Company raised the issue of the 120-day probationary period for new employees.

The Company informed the Union that in certain circumstances, 120 days may not be sufficient to evaluate a new employee hired in transportation, and as such, required a 180-day probationary period.

Although the Union could not agree to increasing the probationary period within the collective agreement, in the interest of good labour relations, it was agreed that in circumstances where the Company believes they may need additional probationary time in excess of 120 days, the Company may request in writing to the General Chairman, prior to the 120th calendar day of probation, an extension not to exceed an additional 60 days.

In the application of above, the Company must provide the employees name, date of hire, all dates of training with identified assignments, the specific reasons for needing the additional probationary time.


Any extension to the 120-day probationary period must be mutually agreed to between the parties.

Yours truly,



Daryl Duquette
General Manager
Ottawa Valley Railway

I concur,



General Chairman
TCRC Central Region

Appendix I

APPLICATION ARTICLE 13.1 - VACATIONABLE EARNINGS

Application of Article 11.1 – Vacationable Earnings


January 21, 2020


Paul Boucher
82A Dundas Street W.
Trenton, Ontario, K8V 3P3

Gentlemen,

During the current round of negotiations, the Union raised the issue of vacationable earnings, more specifically, Flex Day payouts. To address the Union's concerns, the Parties agree that vacationable earnings are as determined by the Canadian Revenue Agency including the following payments herein:

- 1) Bereavement Leave
- 2) Safety Bonus
- 3) Deadheading
- 4) Floater Days
- 5) Training Payments
- 6) Guarantees
- 7) Overtime
- 8) Regular Working Hours
- 9) Retroactive Payments
- 10) Runarounds
- 11) General Holidays
- 12) Vacation Pay
- 13) Medicals
- 14) Jury Duty
- 15) Light Duties and Work Hardening
- 16) Company Business
- 17) Health and Safety Meetings
- 18) Grievance Resolutions
- 19) Personal Leave Days
- 20) Personal Leave Day Payouts


Daryl Duquette
General Manager
Ottawa Valley Railway Inc.

I concur,

Paul Boucher
General Chairman
TCRC Central Region

Appendix J

APPLICATION OF ARTICLE 20.1 – PENSION PLAN

Application of Article 20.1

March 20, 2019

Paul Boucher
82A Dundas Street W.
Trenton, Ontario
K8V 3P3

Gentlemen,

During the current round of negotiations, the Company raised the issue of employees not completing the required enrollment forms for entering into the Company DC Pension Plan.

The Company informed the Union that in some cases, employees were not enrolling into the Pension Plan which prevents the Company from contributing their required 6% under article 20.1.


To address the above, the parties agree that the Company will not be financially obligated under Article 20.1 until such time an employee has properly completed their retirement enrollment forms given to them in their new hire package and submitted to the appropriate department within the Company.

Yours truly,



Daryl Duquette
General Manager
Ottawa Valley Railway Inc.

I concur,



General Chairman
TCRC Central Region

Appendix K

APPLICATION OF ARTICLE 25.1 – FORMAL INVESTIGATION

Application of Article 25.1

January 21, 2020

Paul Boucher
82A Dundas Street W.
Trenton, Ontario
K8V 3P3

Gentlemen,

During the current round of negotiations, the Company raised the issue of not having an appropriate supervisor of the Company to conduct a formal investigation under Article 25.

The Company informed the Union that in some cases, there may not be an appropriate Supervisor of the Company to conduct an investigation within the application of Article 25.1.

During discussions, the Union reminded the Company of their obligations to conduct a fair and impartial hearing as outlined in the Collective Agreement and arbitral jurisprudence, which includes the investigating officer of an investigation not being the Company manager imposing discipline.

To address the Company's concerns, the parties agree to the following regarding Investigating Officers:

- 1) The Company must use a Local Manager, other than the General Manager, qualified to conduct investigations;
- 2) In the absence of a Local Manager outlined above, the Company must use a Manager from another property of Genessee & Wyoming;
- 3) In the absence of all of the above, upon notification to the General Chairman with applicable reasons for items 1 or 2 not being adhered to, the General Manager may conduct the investigation only if they have not submitted evidence for such.

Yours truly,


Daryl Duquette
General Manager
Ottawa Valley Railway Inc.

I concur,


General Chairman
TCRC Central Region

Appendix L

APPLICATION OF ARTICLE 28.2 C)

New side letter - Application of article 28.2 (c)

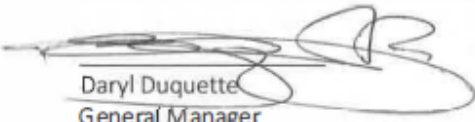
Gentlemen,

During the current round of negotiations, the Company raised concerns as to the application of Article 28.2 (c) of the Collective Agreement.


The Company raised concerns regarding the ability to adhere to Article 28.2 (c) when employees who have been selected for Locomotive Engineer's training are subsequently sent to Jacksonville Florida for the classroom portion of the training.

The Company informed the Union that the program schedule is set out by the training facility, and so such, may not be able to provide the required days off in the training week as written.

To address this issue, it is hereby agreed that employees attending the Locomotive Engineers training facility, will follow the attendance schedule at the facility, receive 2 consecutive rest days upon returning to their place of residence subsequent to attending the above.


Daryl Duquette
General Manager
Ottawa Valley Railway

I concur,


Paul Boucher
General Chairman
TCRC Central Region

Appendix M

ARTICLE 6 – SUDBURY AS AN OUTPOST LOCATION

Sudbury – Outpost Location

March 20, 2019

Paul Boucher
General Chairman
TCRC Central Region

Gentlemen,

During the current round of negotiations, the Company raised the issue of establishing Sudbury as an outpost work location.

The Company informed the Union that there may be future opportunities in and around Sudbury, and as such, would require transportation crews to report for duty in Sudbury.

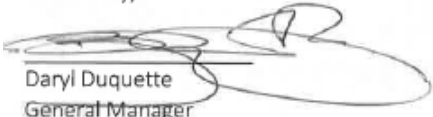
Although the Union could not agree to establishing an Outpost in Sudbury within the collective agreement for unknown work opportunities in the future, in the interest of good labour relations, it was agreed to the following:

During the closed period, the parties will meet within 120 days following ratification of the agreement to discuss the establishment of Sudbury as an outpost including outlining the following:

- 1) Identified switching limits
- 2) Assignment schedules
- 3) Forcing of employees
 - a) Accommodations or expense in lieu of
 - b) Meals
 - c) Mileage
 - d) Deadheading
 - e) Rest upon being released
- 4) Calling From Spare board – North Bay
 - a) Deadheading
 - b) Travel Allowance
 - c) Mileage
 - d) Rest

All items within must be mutually agreed to prior to the implementation of Sudbury as an outpost location.

Yours truly,


Daryl Duquette
General Manager
Ottawa Valley Railway

I concur,


Paul Boucher
General Chairman - TCRC Central Region

Appendix N

OVERCOMING A TEMPORARY SHORTAGE OF EMPLOYEES ON A VOLUNTARY BASIS

New side letter - Overcoming a Temporary shortage of employees on a voluntary basis

When it is determined by the Company that there is a shortage of employees and there is a need to increase the work force at either GEXR, SOR, OVR, SLQ, or HCRY, the following will apply:

- 1) All laid off employees and/or employees on a shortage bid under this agreement must be recalled prior to commencing item 2 herein
- 2) The Company may in advance of actual requirements bulletin for 7 days to the above properties for employees who are prepared to proceed to the railway requiring additional employees.

The bulletin will specify:


- a) The number of employees required at the shortage location
 - b) The anticipated duration of the shortage not to exceed 30 days.
 - c) Prior to the expiration of 30 days, the Company may approach those employees on the shortage to request a one-time 30-day extension which will be at the option of the employee.
 - d) The reporting location and address
 - e) A description of the work and territories involved
 - f) The accommodations provided, as well as the accessibility / availability of eating facilities.
- 3) The senior qualified applicant, which is based on the applicant's seniority date, will be accepted when such will not create a shortage of employees at their home railway. Such applicant will be considered temporarily transferred, will not be granted seniority on the railway where the shortage exists, and will be placed on the bottom of the working list.
 - 4) Employees on leave of absence or on vacation with pay during the period of bulletin referred to in paragraph 1 hereof, will be permitted to make application when he reports for duty.
 - 5) A successful employee will be required, when so advised, to report at the point where the shortage exists as soon as practicable not to exceed 7 days.
 - 6) A shortage employee will continue to receive all wages and benefits from their home railway but shall paid no less than 40 hours per week at the applicable rate of pay outlined in their home railway collective agreement. Dues will continue to be deducted under the conditions of their home railway.
 - 7) Employees protecting temporary shortages will be provided the following:
 - a) Employees electing to use their own automobiles to and from the shortage location will be compensated as per mileage payments under their own collective agreement.
 - b) Employees who elect not to use their own automobiles, will be provided transportation to and from the shortage location at the Company's expense.
 - c) All time spent travelling to the point where the shortage exists will be paid the hourly rate of their

position outlined in their own collective agreement with a minimum of 8 hours pay.

- d) Suitable hotel accommodations arranged and paid for by the Company with preference to be given to accommodations with cooking facilities. Such accommodations must be in an area with 24-hour eating facilities within a 0.75 km radius.
 - e) A weekly grocery allowance of \$200.00 per week unreceipted for accommodations with cooking facilities and/or a daily meal allowance of \$75.00 per day (\$15.00 breakfast, \$25.00 lunch, \$35.00 dinner) unreceipted for accommodations without cooking facilities for each day on the shortage including travel days.
 - f) Transportation to and from the work location at the Company's expense
 - g) Transportation to and from a Laundry facility once per week if the hotel does not contain one
- 8) Employees who are successful applicants shall be afforded a reasonable number of familiarization trips / tours of duty at the shortage location. The Local Chairperson and Company officer will establish the minimum number of familiarization trips required at each location prior to the effective date of the shortage. For assignments with a separate return tour of duty, the minimum number of familiarization trips will be no less than three in each direction.
- 9) Shortage employees released prior to the expiration of 30 days will be released in reverse order of seniority and will be provided 2 calendar days off with pay at their applicable rate of their permanent assignment following the travel day home.
- 10) In the event there are no employee bids for the advertised bulletin under paragraph 2, the Company may have the option to go utilized a qualified employee outside this agreement. Prior to exercising the option, the Company shall contact the affected General Chairman.
- 11) Employees working under paragraph 10 herein will work under the Collective Agreement for which the shortage exists including dues payment.

Employees working under paragraph 10 herein will be afforded all rights under paragraphs 7 & 8 herein.

Yours truly,



Daryl Duquette
General Manager
Ottawa Valley Railway

I concur



Paul Boucher
General Chairman
TCRC Central Region