

**AGREEMENT NO. 11**

**COLLECTIVE AGREEMENT**

**BETWEEN**

**ONTARIO NORTHLAND**

**AND**

**TEAMSTERS CANADA RAIL CONFERENCE**

**COVERING**

**MOTOR COACH OPERATORS**

**Revised and Reprinted  
Effective November 30, 2020  
Except as otherwise indicated herein**

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## **DEFINITION**

"System" means Ontario Northland Motor Coach Services.

"Company" means Ontario Northland.

"Week" means seven consecutive calendar days.

Home Terminals as of ratification of this Agreement shall be North Bay, Sudbury, Timmins, Thunder Bay, and Sault Ste. Marie

The Company recognizes the Teamsters Canada Rail Conference as the fully designated and sole collective bargaining representative of all employees listed on the seniority list as per Article 16 (except those promoted to management) and for all job/duty functions as described in this Agreement 11 between Ontario Northland and Teamsters Canada Rail Conference.

The Company will recognize individuals and/or employees elected, appointed and/or designated by the union as its qualified officers, job stewards and/or representatives. The union will notify the company in writing as to who are the elected representatives of the Union authorized by the union to interpret discuss and, whenever possible resolve problems arising out of this agreement.

## ARTICLE 1 - RATES OF PAY

### 1.1(a) (i) Rates of Pay by Kilometre:

- Effective January 1, 2020 the rates of pay will be increased by 1.0%
  - \$250 signing bonus for all employees employed on November 30, 2020
- Effective January 1, 2021 the rates of pay will be increased by 1.0%
  - \$750 lump sum payment to be paid in January 2021
- Effective January 1, 2022 the rates of pay will be increased by 1.0%
  - \$750 lump sum payment to be paid in January 2022
- Effective January 1, 2023 the rates of pay will be increased by 1.5%
- Effective January 1, 2024 the rates of pay will be increased by 1.5%
  - \$500 signing bonus for all employees employed on November 30, 2020 to be paid in January 2024

YEAR	LINE	OPR/LBR CHARTER	DEADHEAD	CUSHION
2020	.4976	.4389	.4230	.2488
2021	.5026	.4433	.4272	.2764
2022	.5076	.4477	.4315	.2792
2023	.5152	.4544	.4379	.2834
2024	.5229	.4612	.4445	.2876

### (b) Step Rates:

The following step rates apply to all employees subject to the terms of this Collective Agreement to be paid as follows

- Starting rate - 85%
- After 12 months 90%
- After 18 months 95%
- After 24 months 100%

Note: Applicants with qualified experience may at the employers discretion start at a higher step rate, depending on skill, ability and proof of previous experience.

### (c) Shift Differential:

Employees whose shifts commence between 14:30 and 22:29 hours shall receive a shift differential of .0070 cents per km and employees whose shift commence between 22:30

and 06:29 hours shall receive a shift differential of .0080 per km. Shift differential will not be paid at the 1.5 overtime rate or on paid absences from duty excluding Vacation and General Holidays.

For shifts commencing between:

1430 and 2229 hours	.0070 cents per km
2230 and 0629 hours	.0080 cents per km

Effective January 01, 2021, employees whose shifts commence between 14:00 and 21:59 hours shall receive a shift differential of .0080 cents per km and employees whose shift commence between 22:00 and 05:59 hours shall receive a shift differential of .0100 per km. Shift differential will not be paid at the 1.5 overtime rate or on paid absences from duty excluding Vacation and General Holidays.

For shifts commencing between:

1400 and 2159 hours	.0080 cents per km
2200 and 0559 hours	.0100 cents per km

**(d)** Mandatory Direct Deposit: All current and future employees will be required to enrol in mandatory direct deposit.

**1.2** Overtime will be calculated and paid on the basis of:

- Spareboard drivers at 1.5 times the applicable basic rate.
- Line Operators at 1.5 times the line rate.

**1.3(a)** Motor Coach Operators working as garage labourers will be compensated for such service on the basis of 55 kilometers per hour.

**(b)** In other instances where time is to be converted to kilometers for pay purposes each minute will equal .917 kilometer.

**(c)** Waiting Times – When a spareboard assignment becomes delayed at no fault of the operator, any waiting time associated with delay will be compensated at .917 km/minute (55 km/hr). This does not apply to line runs.

**1.4** Rates of pay set out in Articles 1.1 and 1.2 include payments for handling of baggage and mail.

**1.5** A maximum commission of 25 cents will be paid for each BPX parcel or bundle carried by bus over the system. The commission will be apportioned 12.5 cents to the initial driver and 12.5 cents to final driver. Effective January 01, 2021 the maximum commission will increase to 35 cents for each BPX parcel or bundle carried by bus over the system. The commission will be apportioned 17.5 cents to the initial driver and 17.5 cents to final driver.

For freighter service, a maximum commission of 25 cents will be paid for each BPX parcel or bundle carried by bus over the system. Motor Coach Operators assigned to a freighter service will be paid at the charter rate on a kilometer basis. Effective January 01, 2021 the maximum commission will increase to 35 cents.

## **ARTICLE 2 - REPORTING TIME**

**2.1** Motor Coach Operators will be required to report for duty at the time specified in bulletins or special instructions but no later than:

- (a)** If required to report for deadheading - 15 minutes in advance of scheduled departure time. Paid at 15 km.
- (b)** If required to report at station (no pre-trip required) for operating a regular assignment 30 minutes in advance of scheduled departure time. Paid at two (2) units.
- (c)** If required to report at garage for operating a regular assignment – 45 minutes in advance of scheduled departure time. Paid at three (3) units.
- (d)** If required to report at Toronto Garage for operating a regular assignment – 60 minutes in advance of scheduled departure time. Paid at four (4) units.
- (e)** 15 minutes post trip duty time allotment for trips ending at a station paid at one (1) unit.
- (f)** 30 minutes post trip duty time allotment for trips ending at a garage paid at two (2) units.

**One (1) Unit = 11.875 km = 15 minutes**

The minimum number of units for reporting time and post trip time will be four (4) units, with the exception of Deadhead which will be paid under paragraph (a) above.

**2.2** In the event a Motor Coach Operator fails to report at the specified reporting time, they may be replaced on that trip by another operator.

## **ARTICLE 3 - PREPARING REPORTS**

**3.1** Motor Coach Operators must prepare and submit their reports immediately upon completion of their assignment. Reports submitted late may not be included in current pay period.



## **ARTICLE 4 - LEAVE OF ABSENCE**

**4.1** Requests by employees for leaves of absence will be given consideration in accordance with the current company policy. Employees desiring leave of absence shall make written request to their immediate supervisor.

**4.2** An employee who loses their license or is unable to continue to fulfill their job requirements due to incarceration shall be entitled once in their career, to be placed on a leave of absence without pay or benefits for a period not to exceed one year. If, during the leave of absence during the period that the employee is on a LOA and obtains their license or is once again able to fulfill their job requirements they will be able to return to work with no loss of seniority for the period of the LOA.

**4.3** (a) A written LOA request for the Union Officials to participate in authorized union business, conventions, seminars, and grievance mediation or arbitration will be granted by the Senior Manager Bus Operations provided such leave does not unduly interfere with continuance of the operational system. The request for leave must be made as far in advance as possible and the Union will give at least 48 hours' notice to the Senior Manager Bus Operations.

(b) A written LOA request for the Local Chair/General Chair to participate in Union business will be granted provided the Union's request is made as far in advance as possible, or at least 72 hours' notice.

## **ARTICLE 4A - PERIODIC MEDICAL EXAMINATIONS**

**4A.1** An employee required to take a periodic medical examination (which may include one visit to the hospital for x-rays) during their off duty hours shall be allowed payment therefore of 144 kilometers. In cases where the employee is required to make one or more additional visits to the doctor's office, the lab, or the hospital in connection with the periodic medical examination, an additional 48 kilometers will be allowed.

In the application of this Article for assigned drivers, the company will accept the medical taken for MTO requirements. If the medical is performed by the company doctor, or if approval is given to go to another doctor, the company will absorb the doctor's fee and will pay the 144 kilometers provided for in the collective agreement. Where spareboard drivers are concerned, there will be a requirement for an U.S. D.O.T. medical and an MTO medical. The company will accept the U.S. D.O.T. medical and will pay the doctor's fee and the 144 kilometers. It will also treat the MTO medical in the same manner as for assigned drivers.

The Company will as far as practical, co-ordinate medical requirements for the Company, MTO, and U.S. D.O.T.. Payment under this article will be at the line service rate. Only spareboard operators holding a valid passport will fall under U.S. D.O.T. medical regulations.

## **ARTICLE 5 - STUDENT DRIVERS OR TRAINEES**

**5.1** An allowance of \$15.00 will be paid to Motor Coach Operators/Operations Controller for each assignment or portion thereof on which they are accompanied by an operator trainee or operations controller trainee for instruction purposes. Driver re-familiarization does not apply. Driver never trained on that route will be considered as trainee and Article 5.1 compensation applies. Effective January 01, 2021, this allowance will increase to \$25.00.

New driver trainees will be paid minimum wage and article 11 expense allowances until such time they are placed in active duty.

**5.2** When an operator is scheduled for training/meetings during their regular working day, they will be paid their regular assignment. When a line run operator is training/attending meetings on an off day, they will be paid 210 km at overtime rates for training scheduled to last four hours or less. For training/meetings of over 4 hours they will be paid 420 km at overtime rates. Spareboard operators will be paid a minimum day for training or meetings. Employees traveling from outside terminal to the location where training/meeting is held will be provided a rental vehicle or in situations where rental vehicles are unavailable an employee will receive automobile mileage allowance as shown in article 11.5. In cases where the training/meeting and travel kilometers are greater than the pay kilometres of lost assignment line run operators will receive overtime entitlement based on 50 km per hour (.84 km per minute), and for spareboard operators where training/meeting and travel kilometres exceed a minimum day they will receive 52.5 km per hour at regular rates. Spareboard operators will be trained maintaining their position in rotation on the spareboard. Training not considered as an assignment but is service performed and shall apply toward making up the guarantee. Online training will be paid at 210 km at straight time.

## **ARTICLE 6 - ASSIGNMENTS AND DUTIES**

**6.1 (a)** Regularly assigned line service operators who are ready for duty the entire pay period and do not lay off of their own accord, or are not displaced through the exercise of seniority, will be paid the regular value of their assignments.

**(b)** In instances where a regularly assigned line service operator is displaced through the exercise of seniority, and exercises their seniority within twenty-four (24) hours, they will have their earnings topped-up to 4200 kilometers for the pay period. If an operator exercises their seniority within the twenty-four (24) hour period and subsequently misses time on their own accord, in the respective pay period, they will be topped up to 4200 kilometers less the value of the trip(s) missed on their own accord. If the employee does not exercise their seniority within the twenty-four (24)hour period, they will be paid for actual work performed. When an operator is notified during their assignment, the twenty-four (24) hour period will commence at the end of that assignment. When an operator is displaced while on vacation, the twenty-four (24) hour period will commence from the start time of the first scheduled shift the employee would have worked if not displaced.

**6.2** Operators regularly assigned to line service and who are available for the entire pay period, will be paid a minimum of 4200 kms bi-weekly, coinciding with normal payroll cycles. During each bi-weekly period of 14 days, such employees will be entitled to a minimum of 4 rest days, with at least 2 of the rest days to be in succession. Employees not available for work, on their own accord, will have the minimum of 4200 kms bi-weekly reduced by the amount of kms they would have earned for the assignment missed. No assignment in regular line service shall be scheduled with less than ten (10) hours rest period between assignments.

**6.3** Motor Coach Operators working only a portion of a pay period will be paid their proper proportion of the above guarantee.

**6.4** Employees involved in a critical incident (major collision, death of passenger) during assignment will be replaced with another employee for completion of assignment with no loss of wages. Employees becoming ill during an assignment will be paid actual kms with a minimum of 420 kms plus reporting and final time for the assignment, whichever is greater. This article is intended for drivers that are away from home terminal.

## **ARTICLE 7 - PAY ALLOWANCES AND CALCULATING KILOMETERS**

### **7.1 Assigned Service**

**(a)** Pay allowances shall be set up for each scheduled assignment posted by order and notice showing duties and headquarters. The day's work shall be arranged to suit the requirements of the service.

**(b)(i)** Kilometers shall be calculated from terminal to terminal. The minimum daily allowance for an assignment will be 420 kilometers plus applicable reporting final compensation. An assignment will consist of the terminal to terminal kilometers plus a 11.875 kilometer allowance per unit as described in Article 2 as compensation for reporting time, final time, garage time and loading time. If the layover on that assignment is 8 hours or less, the return portion will be considered part of the same assignment. If the layover is in excess of 8 hours, the return portion will be considered a separate assignment and will be paid a 11.875 kilometer allowance per unit as described in Article 2.

**(ii)** On scheduled assignments including charters that do not have customer requirements that have layovers in excess of five (5) hours, operators will be provided a room. In instances where layovers are in excess of six (6) hours, operators will be provided single room accommodation. Layover times will be defined by scheduled arrival and departure times.

**(c)** Regularly assigned operators, who arrive at their final destination later than fifteen (15) minutes beyond the scheduled arrival time, will be paid overtime for all minutes beyond scheduled arrival time once the 15 minute threshold has been met. No time will be paid for late arrivals within fifteen (15) minutes of the scheduled arrival time. Overtime entitlement will be based on 50 kilometers per hour (.84 kms per minute).

Operators required for extra work outside of their defined assignment will be paid on a per minute basis for time worked at overtime rate. Overtime entitlement will be based on a 50 kms per hour (.84 kms per minute).

Extra work is:

- Bringing a replacement bus to terminal after assignment, or;
- When travelling beyond the normal end point of your assignment, or;
- Clean/fuel bus prior to or after trip when no spareboard available

Operators will be paid 15 min OT for change offs when not a normal part of bid daily assignment

Example 1:

A Line Operator is 45 minutes late from their scheduled arrival time at the final destination, their overtime entitlement is 45 minutes at the overtime rate. (45 min X .84 kms = 37.8 km overtime)

Example 2:

A Line Operator is 14 minutes late from their scheduled arrival time at the final destination will receive no additional compensation

Note: When operating regularly scheduled runs, spare board operators will be paid as line operators including overtime as specified under this article 7.1(c). In instances where overtime is paid to a spare operator under this article 7.1(c), such kilometers will not be included in the two (2) week guarantee.

**(d)** All service on regularly assigned rest days will be paid for at overtime rates except when such service is performed by an employee due to moving from one assignment to another, other than at the order of the system. Once spareboard is exhausted, overtime will be called on a seniority basis. The most senior available operator will be given the first right of refusal for overtime.

**(e)** The minimum call for service on an assigned employee's rest day or for a call-back after completion of a tour of duty on a regular work day will be 210 kilometers at time and one-half.

**7.2 (a)** When an operator is called to stand by and their services are not utilized, they shall be paid from the commencement of their stand-by until released with a minimum 210 kilometers. at pro rata (operator's) rate based on four hours of standby availability.

**(b)** Employees will be advised promptly in writing, with reason including article where applicable, if time claimed is not allowed in full, and when claims for expenses are reduced. In case time is disputed, the time not in dispute will be paid in the current pay period. Time check will be issued upon request for any shortage adjusted.

**NOTE:** Any schedule that is operated as a regular service will be included, whenever possible, in a regular assigned crew.

## **ARTICLE 8 - OPERATOR/LABOURER ASSIGNMENT**

**8.1** Operator/Labourer assignments will be established in consultation with the union.

**8.2** Pay rate will be 55 kilometers per hour at Operator/Labourer rate. Operator/Labourers will be paid at overtime rates for all service performed on assigned rest days or outside of their regular assignment.

**8.3** Regularly assigned Operator/Labourers who are ready for duty the entire pay period, and do not lay off of their own accord, or are not displaced through the exercise of seniority, will be paid no less than the regular value of their assignments.

**8.4** Operator/Labourers who are available for the entire pay period, will be paid a minimum of 4200 kms biweekly, coinciding with normal payroll cycles. During each biweekly period of 14 days, such employees will be entitled to a minimum of 4 rest days, with at least 2 of the rest days to be in succession. Employees not available for work, on their own accord, will have the minimum of 4200 kms bi-weekly reduced by the amount of kms they would have earned for the assignment missed.

**8.5** Duties for these assignments will be: driving buses shuttled to terminal, road testing when required and used in emergency or overload service; regular cleaning of buses and garage; testing video equipment; input defects; perform and complete pre-trip inspections when required and other related duties.

Emergency or overload service not considered a second assignment. If beginning shift in garage applicable pay rates/minimums will apply for duties performed. All accumulated earnings in excess of the normal daily pay value for Operator/Labourer assignment will be paid at OT rate. If emergency/overload work in lieu of regular garage assignment, full assignment paid at OT.

## **ARTICLE 9 - RULES GOVERNING SPARE BOARD OPERATORS**

**9.1** The System shall maintain spare boards at each Home Terminal, unless mutually agreed between the parties, where there are a minimum of 7 employees and may adjust such boards as the necessity of the service requires to no less than 1 employee. This article does not preclude the Company from having spare boards at locations with less than 7 employees.

Spareboard assignment for coach movements will be made from the spareboard at the terminal the coach originates from, except after augmenting or completion of a driving assignment ending at an away from home terminal, they may deadhead or perform extra service on an existing trip returning to their home terminal.

**9.2** Except as otherwise provided herein, spare operators will be used first-in, first-out based on arrival time at terminal or garage of the original assignment called for, whichever is applicable, to govern. This applies at layover points where multiple spareboard drivers from the same spareboard are located. MTO hours of service regulations will govern. The following procedures will govern spareboard rotation:

- (a)** To be placed back on the spareboard, spare operators will be required to call in and leave a message indicating their name, employee number, time and date of arrival at Home Terminal or garage, whichever is applicable, recording the time of call in log book. Spareboard drivers returning to spareboard after vacation, General Holidays (including accrued statutory holiday), Union Leave, time off Re; illness/injury or at Home Terminal bid time, shall be placed on the spareboard by operations control at 0001hrs on the effective date returning to spareboard. Refer to LOU Continuation of Wages for Union Representatives.
- (b)** Spareboard operators who are entitled to compensation for deadheading will add the compensated time to their arrival time prior to booking back on the spareboard.
- (c)** Calls will be archived for a period of 30 days.
- (d)** Upon request by the union, the company will furnish a copy of an operator's logbook, the applicable spareboard sign-in sheet and access to the archive for verification purposes within 7 days.

**9.3 (a)** Spare board positions and vacancies therein, will be bulletined in accordance with the requirements of the service in the same manner as regular assignments.

**(b)** Left blank intentionally.

**(c)** A temporary or permanent spare board position will not be established while there is an unfilled vacancy on the board.

**9.4** In addition to the regulated number of spare board operators, a list of laid off employees will be maintained.

**9.5** When it is necessary to call laid off employees, the senior laid off employee at the location affected will be called first and must report for duty as called unless junior employees are available, at the location, in accordance with the following procedure:

The company will call laid off employees in order of seniority. If the senior person cannot be contacted or is working elsewhere, or if they prefer not to return to work, then the next junior person will be approached and so on down the list. The junior person will be required to go unless such junior person is working elsewhere at the time, then the company will go back up the list and the junior person not working elsewhere will be required to work.

**9.6** The following conditions will apply to employees assigned by bulletin to spare board.

**(a)** Such employees will work on the basis of two (2) week periods. They will be guaranteed the equivalent of 4200 kilometers pay (calculated at their normal basic rate) in a two (2) -week period. Employees serving only a portion of a pay period will be paid their proper proportion of the guarantee. For each assignment for which an employee is not available in the guarantee period, the guarantee shall be reduced by greater of first assignment refused during calling hours or 300 kilometers. Operators unavailable due to MTO Hours of service regulations shall not be marked NA or have their guarantee reduced, but shall retain their position in rotation until such time as they meet MTO requirements. Exceptions to NA's – operators keeping themselves available for request charters where the hours of service conflict with the charter, or booked vacation, the Operator will not be penalized with an NA.

Note: Guarantee is based on charter rate.

**(b)** Earnings from all service performed shall apply toward making up the guarantee. When such earnings do not produce the equivalent of 4200 kilometers pay in a pay period, extra service may be required of employees in order to complete the guarantee. Such extra service may include keeping garage in a neat and tidy condition or any other duties in connection with this branch of the service that do not interfere with normal spareboard assignments. Drivers called out of rotation for such extra service will maintain spot in rotation while performing this extra service.

**(c)** When an employee has accumulated the equivalent of 4200 kilometers pay or more in any two (2) week pay period, they may be relieved of further duty within that period. They will, however, be given the option of performing extra work up to 4750 kilometers prior to non-spareboard operators being called for these duties. An employee who elects to perform extra work up to 4750 kilometers will be used in their turn provided that, if such use will result in an accumulation of more than 80 kilometers in excess of 4750 kilometers the company may use another operator in their stead. An employee who has accumulated 4200 or more in their guarantee period will have the option of being relieved of further duty for the balance of that period provided that other drivers are available at straight time rates.

In addition to the foregoing, in order to allow the company to schedule drivers for tours or charters, employees may be released from duty at any time during the pay period for not less than 36 hours. An employee's guarantee will not be reduced as a result of being released under this provision.

**(d)** Employees will be paid overtime for all time actually worked in excess of 4750 kilometers in a pay period. The only instance in which the 4750 kilometer figure will be prorated for overtime calculations is when a regular spareboard employee bids on and is appointed to a permanent position or temporary vacancy in which case the 4750 kilometers will be prorated in the same proportion as the guarantee kilometers for the portion of the guarantee period worked by the employee on the spareboard.

**9.7** Spare operators will be called by telephone when they are required for duty which shall identify the assignment to work, including all known assignments to be protected under Article 9.11. Except in cases of emergency, spare operators will not be required to operate a different or additional assignment, than what called for, after reporting for duty. Daily calling hours will commence 0900 to 1400 hours and once established the designated hours will not be changed without 48 hours' notice. Should problems be encountered in the administration of this arrangement, such problems will be resolved between the Operations Manager and the Local Chairperson.

**(a) Calling Procedure:**

1. Spareboard Operators
2. Available assigned operators in seniority order who can complete the assignment without missing their next regular assigned shift and can guarantee they will meet MTO rest requirements.
3. Available assigned operators in seniority order who can complete the assignment under MTO requirements.

In applying this Article, service will be allotted in accordance with Article 10.3.

**Note:** all operators will be called for assignments on both personal phone and company cell phone.

**(b)** Operators once signing onto spareboard from assignment, in excess of 420 actual driven km's, may at their option book 9 hours rest without affecting their guarantee. They must declare they are booking 9 hours rest when booking in under art 9.2(a) immediately following the return to their home terminal. They will then be removed from the spareboard at sign on time and replaced back on the spareboard 9 hours later by operations control.

**9.8** Operators who cannot be contacted personally when called during normal calling hours shall be moved to the bottom of the calling list.

**9.9** Operators who cannot be contacted when called outside of normal calling hours will lose the turn called for but will retain their regular turn out. Operators contacted outside of established calling hours that accept call in shall be removed from the board and must sign in rotation after completion of assignment.

**9.10** The company will co-operate with operators and, upon request, will furnish them with information as to their standing on the board and probable vacancies.

**9.11** On occasion the System may require spareboard operators from one terminal to augment a spareboard at another terminal. In such cases spareboard operators will be required to protect a maximum of 3 assignments or 4 calendar days, whichever is the lesser. If the operator is called to protect the spareboard, they will fall into regular rotation on the board they are augmenting. On non-service days, when augmenting, the minimum 420 kilometer day will be paid.



Note 1: For the purpose of this article, the deadhead to and from the other terminal shall not be included in the 4 calendar days.

Note 2: In the application of this article, the Company may request the spareboard operator to remain at the other terminal for longer than outlined herein which will be at the option of the employee.

**9.12** Operators selected for extended charters and tours will, if possible, be given 5 calendar days notice of such assignments.

**9.13** . The minimum call-back after completion of a tour of duty on a spareboard employees work day will be 210 kilometers at time and one-half.

**9.14** Spareboard operators reporting for duty erroneously assigned (2 drivers same trip, charter wrong day etc) shall be paid four hours at applicable rate km and return to spareboard as per article 9.2 (sign back on at the end of the list).

**9.15** Spareboard operators may use up to seven (7) banked stats annually at Operator's discretion under the following guidelines.

**(a)** Only one spareboard operator off at a time system wide.

**(b)** Stats booked on a first come first served basis, if no other spareboard operator booked on requested day, approval automatic. Exceptions to be automatic approval are long weekends where requests will not be unreasonably denied.

**(c)** Must be booked a minimum 24 hours in advance.

**(d)** Spareboard operator assigned to work running into pre-booked stat, will be bypassed when other spareboard operator is available. Otherwise spareboard operator must choose between cancelling stat and accepting assignment, or will take NA having guarantee reduced by value of work offered.

**9.16** Minimum call for garage service will be equal to four (4) hours at applicable rate, over four (4) hours will be paid at actual time worked at applicable rate.

## **ARTICLE 10 - SPECIAL TRIPS AND CHARTERED BUSES**

**10.1 (a)**For special trips or charters which return to the garage or Home Terminal the same day, operators will be paid 60 km/hr from first on duty time to end of day sign off time with a minimum day of eight (8) hours (480 km)

**(b)** For special trips or charters, not returning the same day, operators will be paid as follows:

- i. On traveling days Operators will be paid 60 km/hr from first on duty time to end of day sign off time with a minimum day of eight (8) hours (480 kms).
- ii. On days where only intermittent service is required, operators will be compensated at a flat rate of 11.5 hours per day.
- iii. On non service charter days, the minimum seven (7) hours 420 kilometer day will be paid.

**(c)** Charter Operators will report (first on duty time) at garage and pick up location prior to departure time as indicated on charter advice.

**10.2** On charter assignments, operators will be allowed reasonable actual expenses for sleeping accommodations and travel expenses on production of receipts, and meal allowances as per Article 11.

**10.3** The right is reserved by management to select available Spareboard Motor Coach Operators without regard to seniority for special duties or for chartered buses. If a customer requests a specific driver (s) for charter work or requests not to have a specific driver (s), the request will be furnished in writing by the customer. A copy will be kept on file in the Driver Supervisor's office and will be furnished to the driver or Chairperson upon reasonable request.

## **ARTICLE 11 - EXPENSE ALLOWANCES**

**11.1** When regular Motor Coach Operators are taken off their regular turns and sent away from headquarters to do relief work, or on account of additional temporary service, they shall be allowed actual reasonable expenses on production of receipts.

**11.2** Spare operators, when away from their headquarters by order of the system, shall be allowed actual reasonable expenses on production of receipts.

**11.3** Operators on duty and away from home terminal, after six hours of on duty time will be allowed a meal allowance of \$12.00. For each additional four hours of on duty time, the operator will be allowed an additional meal allowance of \$12.00. The maximum number of meals in a calendar day will be four.

After the first day, an operator away from home and not returning to their terminal on the same day, will be entitled to a minimum of three (3) meals.

When returning to home terminal from an overnight away, an initial meal allowance will be paid, and after (6) six hours, (10) ten hours, and (14) fourteen hours of on duty time an additional meal allowance will be paid.

Effective January 01, 2021 meal allowances will increase from \$12.00 to \$13.00.

Effective January 01, 2022 meal allowances will increase from \$13.00 to \$14.00.

Effective January 01, 2023 meal allowances will increase from \$14.00 to \$15.00.

**11.4** An operator assigned to vacation relief assignment under Article 14.3, when working away from the bulletined headquarters location, will be allowed actual reasonable expenses on production of receipts.

**11.5** Where an automobile mileage allowance is paid, the Company's policy will apply; refer to Company policy for details.

#### Current Applicable Rates

First 4,000 km per calendar year	\$.41/km
4,001 to 10,700 km	\$.36/km
10,701 to 24,000	\$.30/km
Over 24,000 km	\$.25/km

### **ARTICLE 12 - DEADHEADING**

**12.1** Operators required to deadhead, by driving an empty bus, shall be paid actual kilometers driven at the rate of 85% of the Line Service Rate plus an additional 15 km for prep and effective January 01, 2021, 15 km final time.

**12.2** Operators required to deadhead and required to stay overnight, in excess of eight (8) hours, away from home terminal, will be paid 85% of the Line Service Rate for actual kilometers driven with a minimum of 192 kilometers. No allowance will be paid when deadheading as a result of seniority rules.

**12.3** Operators required to ride the cushion, will be paid a rate of 50 percent of the line service kilometer rate. No allowance will be paid when cushioning as a result of seniority rules. Effective January 01, 2021 Operators required to ride the cushion will be paid a rate of 55 percent of the line service rate.

### **ARTICLE 13 - OFF DUTY ON SYSTEM'S BUSINESS OR CALLED AS A WITNESS BY THE COMMISSION**

**13.1** Employees held off duty on order of the management will be paid schedule rates for the time lost and reasonable expenses if away from home.

**13.2** Employees called as witnesses in court by the Commission or before a coroner's inquest, will be allowed a minimum day's pay or actual time lost, whichever is greater, for each 24 hours or portion thereof detained from duty. Spareboard operators who miss an assignment herein, will be placed back on the spareboard as per Article 9.2. Actual reasonable expenses incurred while away from home will be allowed. Court witness fees and travelling allowance will be assigned to the Commission in cases in which pay is allowed.

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

## **ARTICLE 13A - JURY DUTY**

**13A.1** An employee summoned for jury duty and who is required to lose time from their assignment as a result thereof shall be paid for actual time lost less the amount allowed them for jury duty for each such day, excluding allowances paid by the court for meals, lodging or transportation subject to the following requirements and limitations.

**13A.2 Deleted**

**13A.3** An employee must furnish the company with a statement from the court of jury allowances paid and the days on which jury duty was performed.

**13A.4** The number of working days for which jury duty pay shall be paid is limited to a maximum of 60 days in any calendar year.

**13A.5** No jury duty pay will be allowed for any day for which the employee is entitled to vacation or general holiday pay. An employee who has been allotted their vacation dates will not be required to change their vacation because they are called for jury duty.

## **ARTICLE 14 - BULLETINING ASSIGNMENTS**

**14.1 (a)** All assignments will be declared vacant and bulletined within each terminal on the first Monday in April of each year and will be effective at the beginning of the first pay period in May, in addition, assignments will be bulletined to the System on the first Monday in October and will be effective at the beginning of the first pay period in November. Effective dates will be specified on the bulletins. Bulletins issued in accordance with this clause will be posted for a period of ten days.

**(b)** Each employee will be assigned by bulletin an individual preset time and date to bid, during which they may call in or show up to bid or submit written bids which will be opened at their bid time. If any employee has not submitted a bid at their designated bid time the Chairperson of the TCRC shall be notified. Employees missing their bid time shall be permitted to bid after their bid time, however only for remaining positions at the time they call or show up to bid.

### **NOTE:**

**(c)** With respect to major system and in terminal bids, namely: May and November bids, the following will apply:

- i. Regarding the May bid, all drivers will be required to protect their working rights by bidding for at least as many positions as required to match their position on the seniority list within their Home Terminal.
- ii. Regarding November bids, all drivers will be required to protect their working rights by bidding for at least as many positions as required to match their position on the seniority list, commencing with and including all driving positions in their home terminals, prior to bidding any position at an away from home terminal.

- iii. Failure to comply with the above noted instructions may result in not having a position on the effective date of the bulletin, excepting situations governed by specific articles and clauses contained in the Collective Agreement.
- iv. Employees who are off work on WI, WSIB, or LOA on the day bids close will not be entitled to bid, and must exercise their seniority, as per above, when returning to active duty.

**14.2** All new assignments and permanent vacancies will be bulletined to the System for a period of five days.

**14.3 Vacation Relief for Spareboard Operators:**

1. All vacation relief of two (2) days or more will be posted to spareboard drivers a minimum of four (4) days in advance of first day of vacation relief.
2. Bulletins will close at 11:00 am two (2) days prior to the first day of the vacation relief.
3. Spareboard Operators will be granted the regular days off of the vacation relief that fall in between the regular working days only and if offered additional work on those days can refuse without penalty.
4. Once the rotational spareboard is exhausted, all Spareboard Operators on vacation relief will be called in seniority order and offered the additional work at straight time.
5. Earnings from all other service performed shall apply towards making up the guarantee as per Article 9.6 of the collective agreement.
6. When vacation relief is not known sufficiently in advance to post for four (4) days operations control will conduct a phone bid contacting all available in terminal spareboard operators. Written copy of conducted phone bid must be included in operations control report.

**14.4 (a)** Temporary vacancies of more than 4 working days will be bulletined to the System for a period of 48 hours. Temporary vacancies of unknown duration will also be bulletined to the System for 48 hours and, if possible to do so, will take effect on the 3rd day.

**(b)** The preceding paragraph does not apply to vacancies caused by employees being absent on vacation. Such vacancies will not be bulletined. At points where spareboards are maintained vacation vacancies will be protected from the spareboard as per Article 14.3 or; in the event that no applications are received for bulletins under Article 14.3, vacancies will be filled on a daily basis from the spareboard in normal rotation. At other locations, vacation relief will be provided from the spareboard normally providing relief to the location in question; also in normal rotation, but subject to Article 9.6(c). The operator sent out to perform the vacation relief at outlying points will remain on the vacancy for the duration of the vacation period except when said operator accumulates kilometers in excess of 4,750 kilometers, they may then be relieved of that assignment. Relief for accumulated general holidays taken in conjunction with vacation will also be provided in accordance with this Clause (b).

**(c)** An employee occupying a temporary vacancy/position, once advised that temporary work is completed shall be entitled to displace a junior employee occupying a temporary vacancy/position provided they do so within 24 hours of notification or return to their former assignment. If they did not hold an assignment then that employee will revert to the laid off list.

**(d)** An operator appointed to fill a vacancy which they have bid in, will not have the right to bid in a position they have vacated when it is advertised as a result of their leaving such.

**(e)** Spareboard employees successfully bidding temporary vacancies will be called in seniority order for any available overtime.

**14.5** Merit and ability being sufficient, senior applicants will be given preference in making appointments.

**14.6** In the application of this article, starting and finishing times of regular assignments may be changed one hour or less with a minimum of 24 hours' notice to the operator. It is understood and agreed that revisions or subsequent revisions will not result in changes to the starting or finishing time that changes the original bulletined time by more than one hour. In cases where it is deemed necessary to change the original bulletined time by more than one hour, the assignment will be abolished and re-advertised as a new assignment over the system. Additionally, the kilometers associated to a regular assignment may be changed by 48 kilometers or less. The operator will not be paid less than their bulletined assignment, however if the regular assignment is increased the operator will be paid the additional kilometers.

## **ARTICLE 15 - DISPLACEMENT RIGHTS**

**15.1** An employee whose permanent position is abolished, or who is displaced from a permanent position, shall be entitled to displace a junior employee in the system provided they do so within 48 hours of effective time of abolishment or displacement or go on the laid off list.

**15.2** An employee required to displace to another terminal must, seniority permitting, return to their former terminal at the next in-terminal bid. Prior to the next in-terminal bid the employee must bid on all bulletined new permanent assignments and permanent vacancies at their Home Terminal.

**15.3** When a permanent position is abolished and then re- established before the next system or terminal bid, the employee initially affected and those displaced as a result thereof will revert back to their former positions.

**15.4** Any employee senior to appointed applicant on any posted bulletin, permanent, temporary, or Article 14.3 spareboard vacation relief, who has not had opportunity to view posting while it was posted due to absence from posting location for any reason, example: WSIB, WI, vacation, sick days, extended Charter, regular days off, or any combination thereof, may at their option displace a junior appointed applicant, providing they do so within 24 hours of their first report time upon returning to posting location.

## ARTICLE 16 - SENIORITY LISTS

**16.1** Seniority lists will be posted on January 1st of each year at all work locations showing names of employees, date employed and seniority standing. An employee who considers seniority standing incorrectly shown must protest in writing within 90 days. Thereafter no action will be taken. The standing of any employee who is absent on proper leave during the 90-day period, will have 90 days from the date of return.

**16.2** The company will arrange to furnish copies of seniority lists to both the local committee and the General Chairperson of the union.

**16.3** a) Effective ratification date of November 30, 2020, employees accepting a permanent or temporary non-union position shall have their seniority "temporarily suspended" for 6 months. If released or voluntarily returns from a permanent prior to the completion of 6 months, only the seniority accumulated while in the bargaining unit shall be taken into consideration when exercising seniority as provided in this or any other article. If the employee goes beyond 6 months on a permanent or temporary non-union position, they will be permanently removed from the seniority list.

b) If released or voluntarily returning from a permanent position within 6 months, the employee must within 10 days after such release or voluntary return, displace the junior employee in their home terminal. If they fail to do so, they shall forfeit their seniority. The Local Chairperson shall be advised.

c) If released or voluntarily returning from a temporary position within 6 months, the employee shall return to their prior assignment, if applicable, otherwise they must within 10 days after such release or voluntary return, displace the junior employee in their home terminal.

d) Employees accommodated into a non-union position, shall, at the Union's discretion, continue to accumulate seniority for the duration of the accommodation.

e) Employees on a permanent, temporary, or accommodated promotion to a non-union position will continue to pay membership dues, through payroll deduction, in an amount equal to what the Employee would have paid had they remained in the bargaining unit. Failure to do so will result in being permanently removed from the seniority list.

f) Those employees who accepted a non-union position prior to date of ratification, who continue to hold seniority with the Union and who wish to return to the bargaining unit, will advise the Company within 90 days of ratification, stating the date of return; not exceeding 6 months from the date of ratification. They shall displace the junior employee at their home terminal effective the date of return.

**16.4** An employee who has been laid off and has not been recalled for service for a period of two years will be removed from the seniority list.

**16.5** Bus Operators actively employed with the Company shall not provide professional driving services for a Company in direct competition with Ontario Northland, unless Company approval is otherwise granted.

**16.6** New employees shall establish seniority date upon their first day in training. If two or more new employees start on the same date, seniority will be established by seniority draw conducted by union officers. If two or more new employees start on the same date and one employee is a current Ontario Northland employee, priority will be given to them in establishing seniority.

## **ARTICLE 17 - PROBATIONARY PERIOD**

**17.1** When employees are engaged as Motor Coach Operators, off training and in active duty, they shall be on probation for the greater of the first six (6) months or 60 passenger driving assignment and if they do not show aptitude for the work, may be released at any time within that limit without constituting a cause for grievance.

## **ARTICLE 18 - UNIFORMS**

**18.1** When operators are required to wear uniforms they will be supplied by the system. New operators will be supplied temporary uniforms within a reasonable period after entering the service until their probationary period has been completed. The cost of cleaning of uniforms will be borne by the company.

**18.2** The standard issue for uniforms shall be as follows:

- Four pairs of pants
- One solid soft shell jacket
- One spring vest
- One parka
- One toque
- Four shirts uniform or polo
- Two pairs work gloves with replacements as required
- One pair of tinted safety glasses annually
- Every three (3) years reimbursement for polarized sunglasses up to a maximum of \$150.00.

Operators may substitute pants for uniform shirts/polos and vice versa as required.

Regularly assigned operator/labourers and regular spareboard operators may substitute pants and uniform shirts for work pants and work shirts.

**18.3** Operators are required to submit measurements to the Supervisor when applying for replacements. Where an employee is required to secure their measurements from a tailor, any charge therefore will be borne by the system.



**18.4** All items of equipment supplied by the system will remain the property of the system.

#### **ARTICLE 19 - SLEEPING ACCOMMODATIONS AWAY FROM HEADQUARTERS**

**19.1** On regular assignments when operators are required to remain away from Home Terminal overnight, suitable accommodation will be provided by the System.

#### **ARTICLE 20 - LIFE INSURANCE UPON RETIREMENT**

**20.1** An employee who retires from the service with a Company pension will be entitled to a death benefit of \$7,000. If retirement on company pension is earlier than age 65 and an employee's term life insurance is extended to age 65, the \$7,000 death benefit will be provided at age 65. Effective January 01, 2021, an employee who retires from the service with a Company pension will be entitled to a death benefit of \$10,000. If retirement on company pension is earlier than age 65 and an employee's term life insurance is extended to age 65, the \$10,000 death benefit will be provided at age 65. The application of this Article is conditional on the employee having 10 years of pensionable service.

#### **ARTICLE 21 - SERVICE PAPERS**

**21.1** When an employee is discharged or resigns, they will be paid within 10 working days and, on request will be furnished with a certificate of service.

#### **ARTICLE 22 - SICK LEAVE - RETURN FROM**

**22.1** An employee on sick leave for 3 days or more must furnish on request a certificate of physical fitness to resume duty, cost to be paid by the Company.

#### **ARTICLE 23 - INVESTIGATION AND DISCIPLINE**

**23.1** No employee will be disciplined or dismissed until the charges against them have been investigated; the investigation to be presided over by the employee's superior officers. They may, however, be held out of service with pay pending investigation and will be notified of the charges against them. Operators in assigned service will be compensated for trips lost and spareboard operators will be compensated at the minimum day for each day held. They will be given at least two day's notice of the investigation. This shall not be construed to mean that the proper officer of the company, who may be on the premises when the cause of investigation occurs, shall be prevented from making an immediate investigation. Officers of the company who conduct an immediate investigation, and who also provide a witness statement, shall be excluded from presiding over the formal investigation herein.

**23.2** The employee may select an accredited representative of the Union to appear with them at the investigation and the employee and the accredited representative of the Union will have the right to hear all of the evidence being relied upon by the company in determining discipline, and will be given an opportunity through the presiding officer to ask questions of witnesses whose evidence may have a bearing on their responsibility, questions and answers to be recorded. The employee will be furnished with a copy of their statement taken at the investigation.

**23.3** A decision will be rendered within 28 days from the date investigation is held, and if not satisfied with the decision the employee will have the right to appeal in accordance with the grievance procedure.

**23.4** On request, the General Chairperson or Local Chairperson will be provided all evidence in the case, including the employee's disciplinary history.

**23.5** In case the discipline or dismissal is found to be unjust, the employee will be exonerated, reinstated if dismissed, and paid all lost earnings if regularly assigned, or a minimum day for each 24 hours of time held out of service at schedule rates for the class of service in which they were last employed.

**23.6** When employees are to be disciplined, the discipline will be put into effect within 30 days from the date investigation is held.

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

#### **23.8** Informal Investigations

(a) Investigations of minor incidents will be handled as quickly as possible and subsequently reviewed with the employee(s) concerned. Employees will be given at least two days' notice of the informal investigation. Employees will have the option of participating in the informal investigation process or requesting that a formal investigation is conducted. Informal investigations may be conducted via video or telephone conference. Employees participating in an informal investigation will be paid overtime at .84 kms per minute at line rate with the minimum of one hour. On request, the General Chairperson or Local Chairperson will be provided all evidence in the case. Employees may select an accredited representative of the Union to represent with them during the investigation.

(b) In cases of the 1st offence a verbal warning may be assessed and documented. 2nd offence will encompass a letter on file that may also include section (c).

(c) In cases where the assessment of discipline is warranted, the employee will be advised in writing within 28 calendar days from the date the incident is reviewed with them unless otherwise mutually agreed. A copy of the disciplinary letter will be sent to the General Chairperson or Local Chairperson on the property and the Local Chairperson. A maximum of 10 demerits may be issued in an informal investigation.

(d) When an employee is notified of the conclusions reached by the Company, and of the discipline assessed (10 demerits or less) is not acceptable to the employee, they have the right to an appeal of the discipline in accordance with the grievance procedure of the Collective Agreement.

## **ARTICLE 24 - RECALL OF LAID OFF EMPLOYEES**

**24.1 (a)** A Motor Coach Operator who is laid off shall be given preference of re-employment when staff is increased or when a permanent vacancy exist and shall be returned to the service in order of seniority.

**(b)** The company will call laid off employees in order of seniority. If the senior person cannot be contacted or is working elsewhere, or if they prefer not to return to work, then the next junior person will be approached and so on down the list. The junior person will be required to go unless such junior person is working elsewhere at the time, then the company will go back up the list and the junior person not working elsewhere will be required to work.

**24.2** A laid off operator who desires to return to service when work is available for them, must keep the proper officer informed of their address in order that they may be readily located.

**24.3** A laid off operator who is employed elsewhere at the time they are recalled to duty may, without loss of seniority, be allowed ninety days in which to report providing:

- (a) that it is definitely known that the duration of the work will exceed ninety days
- (b) that other laid off operators are available
- (c) that written application is made to their superior officer immediately on receipt of notification to resume duty.

**24.4** A laid off operator who:

- (a) Fails to report for duty, or
- (b) Fails to give satisfactory reasons for not doing so,

within fifteen (15) days of date of notification shall forfeit their seniority rights and their name shall be struck off the seniority list.

The most junior available operator will be required to accept the recall and failing to report within 15 days from receiving notification shall forfeit their seniority rights and their name will be struck off the seniority list.

**24.5** Notice of recall to duty will be by personal notification and will be immediately confirmed in writing using the appropriate mailing system. The time limits contained in Article 24.4 commence on receipt of personal notice.

## **ARTICLE 25 - TRANSPORTATION PRIVILEGES**

**25.1** Operators will be granted transportation of their household effects and passes or reduced rates and leave of absence, in accordance with general regulations of the company, as established from time to time.

## **ARTICLE 26 - BEREAVEMENT LEAVE**

**26.1** An employee who has not less than three (3) months of cumulative compensated service shall:

(i) Upon the death of their spouse, child or parent be entitled to five consecutive calendar days bereavement leave.

(ii) Upon the death of their grandparent, grandchild, step-parent, mother/father-in-law, son/daughter in law, brother, or sister, step-brother/sister, or brother/sister-in-law be entitled to three consecutive calendar days bereavement leave.

(iii) An employee will be compensated for actual time lost exclusive of overtime within such three or five calendar days.

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

Note 1: Additional unpaid bereavement leave, up to a maximum of three (3) calendar days shall be granted upon written request.

Note 2: An employee may request in writing, to postpone their bereavement leave to enable the employee to attend memorial services that may take place after the time of death. When bona fide situations of this nature exist the employee shall provide the Company the intended date of bereavement leave at which time the supervisor or Manager will make the necessary arrangements.

## **ARTICLE 27 - HEALTH AND WELFARE**

**27.1** The company shall provide an Employee Benefit Plan which shall be in accordance with the provisions of the governing supplementary agreement.

**27.2** Employees retiring from the service with Ontario Northland prior to age 65 will have their life insurance, dental plan and extended health care plan excluding out of province coverage continued until they attain the age of 65 provided they:

(i) retire under the disability pension provisions of the Ontario Northland Contributory Pension Plan, or,

(ii) retire under other pension regulation options and have a minimum of 15 years of pensionable service.

### **27.3 Same Sex Coverage**

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

## **ARTICLE 28 - GENERAL HOLIDAYS**

**28.1** An employee who qualifies in accordance with Article 28.2 shall be granted a holiday with pay on the following general holidays:

New Year's Day	Civic Holiday (in August)
Family Day	Labour Day
Good Friday	Thanksgiving Day
Victoria Day	Remembrance Day
Canada Day	Christmas Day
Boxing Day	

**28.2** In order to qualify for pay on any one of the holidays specified in Article 28.1, an employee shall:

- (a)** commence an assignment on the general holiday; or
- (b)** unless cancelled, shall be available for duty on such holiday if it occurs on one of their work days excluding vacation days.

This Clause (b) shall not apply in respect of an employee who is laid off or suffering from a bona fide injury or who is hospitalized on the holiday or who is in receipt of, or who subsequently qualifies for weekly indemnity benefits because of illness on such holiday.

**28.3** A qualified employee whose vacation period coincides with a General Holiday specified in Article 28.1 shall be paid the amount specified for their classification in Article 28.5(a).

**28.4** An employee who does not qualify under Article 28.2 with respect to pay for a General Holiday and who is required by the company to work on that day shall be paid in accordance with the provisions of the wage agreement.

**28.5 (a)** An employee qualified under Article 28.2 and who is not required to work on a General Holiday shall be paid in accordance with the following:

**(i)** An assigned employee will be paid the wages they would have earned at their normal rate of pay for their normal hours of work, exclusive of overtime.

**(ii)** A spareboard or extra employee will be paid 420 kilometers at their operator's rate of pay.

**(b)** An employee qualified under Article 28.2 and who is required to work on a General Holiday shall be paid, in addition to the pay provided in Article 28.5(a) at a rate equal to one and one-half times their regular rate of wages for the assignment(s) worked by them on that holiday. When more than one assignment is worked by an employee on a General Holiday, the provisions of this Clause (i) shall apply to the first assignment only.

**28.6** General Holiday pay earned on a general holiday may be paid at the employee's discretion as follows:

1. In the applicable pay period in which the general holiday(s) occur.
2. Accrued for later payment which may be taken as a day off with pay in conjunction with the employee's annual vacation art 29 note #3 seniority district limitations to apply or may be taken as a day off with pay, subject to the requirements of service and at no additional cost to the company.—Employees must make their requests in writing to the proper officer of the company for approval prior to taking time off.
3. May be paid out at a later date (with no time off, and no effect on guarantee), at the employees request. However, accrued general holiday pay must be used in the year accumulated and those not used prior to December 15th will be paid out at the rate earned.

**28.7** Assignments commencing between midnight and 2359 both inclusive on the General Holidays specified in Article 28.1 shall be considered as work on that holiday.

**28.8** For the purpose of this Article 28, deadheading for which compensation is paid shall be deemed to be an assignment worked.

**28.9** Holiday payments made under this Article will not result in a duplicate payment as a result of the application of guarantees.

**28.10** The application of this Article shall not result in a duplicate payment consequent upon the inclusion of a general holiday provision in any other agreement.

## **ARTICLE 29 - VACATIONS WITH PAY**

### **Section 1**

**1. (a)** An employee who at the beginning of the calendar year is not qualified for vacation under Clause (b) hereof will be allowed one calendar day's vacation for each twenty-six days worked and/or available for service, or major portion of such days during the preceding calendar year with a maximum of two weeks. Compensation for such vacation will be 4% of the gross wages of the employee during the preceding calendar year. This basis applies during subsequent years until qualifying for further vacation under Clause (b) of this section.

**(b)** Subject to the provisions of Clause (c) hereof, an employee who, at the beginning of the calendar year, has maintained a continuous employment relationship for at least 3 years and who has rendered compensated service in 30 calendar months calculated from the date of entering service, shall have their vacation scheduled on the basis of one calendar day's vacation for each 17 days worked and/or available for service, or major portion of such days during the preceding calendar year, with a maximum of three weeks. Compensation for such vacation will be 6% of the gross wages of the employee during the preceding calendar year. This basis applies during subsequent years until qualifying for further vacation under Clause (d) of this section.

**(c)** An employee covered by Clause (b) hereof, will be entitled to vacation on the basis outlined therein if on their fourth or subsequent service anniversary date they have rendered compensated service in 60 calendar months; otherwise their vacation entitlement will be calculated as set out in Clause (a) hereof. Any vacations granted for which the employee does not subsequently qualify will be deducted from the employee's vacation entitlement in the next calendar year. If such employee's employment relationship with the company is terminated for any reason prior to their next vacation, the adjustment will be made at time of leaving.

**(d)** Subject to the provisions of Clause (e) hereof, an employee who, at the beginning of the calendar year, has maintained a continuous employment relationship for at least 7 years and who has rendered compensated service in 70 calendar months calculated from the date of entering service shall have their vacation scheduled on the basis of one calendar day's vacation for each 13 days worked and/or available for service, or major portion of such days, during the preceding calendar year, with a maximum of four weeks. Compensation for such vacation will be 8% of the gross wages of the employee during the preceding calendar year. This basis applies during subsequent years until qualifying for further vacation under Clause (f) of this section.

**(e)** An employee covered by Clause (d) hereof will be entitled to vacation on the basis outlined therein if on their 8th or subsequent anniversary date they have rendered compensated service in 80 months; otherwise their vacation entitlement will be calculated as set out in Clause (b) hereof. Any vacation granted for which the employee does not subsequently qualify will be deducted from the employee's vacation entitlement in the next calendar year. If such employee's employment relationship with the company is terminated for any reason prior to their next vacation, the adjustment will be made at time of leaving.

**(f)** Subject to the provisions of Clause (g) hereof, an employee who, at the beginning of the calendar year, has maintained a continuous employment relationship for at least 15 years and who has rendered compensated service in 150 calendar months, calculated from date of entering service, shall have their vacation scheduled on the basis of one calendar day's vacation for each 10 days worked and/or available for service, or major portion of such days during the preceding calendar year, with a maximum of five weeks. Compensation for such vacation will be 10% of the gross wages of the employee during the preceding calendar year. This basis applies during subsequent years until qualifying for further vacation under Clause (h) of this section.

**(g)** An employee covered by Clause (f) hereof will be entitled to vacation on the basis outlined therein if on their 16th or subsequent service anniversary date they have rendered compensated service in 160 calendar months; otherwise their vacation entitlement will be calculated as set out in Clause (d) hereof. Any vacation granted for which the employee does not subsequently qualify will be deducted from the employee's vacation entitlement in the next calendar year. If such employee's employment relationship with the company is terminated for any reason prior to their next vacation, the adjustment will be made at time of leaving.

**(h)** Subject to the provisions of Clauses (i) and (j) hereof, an employee who, at the beginning of the calendar year, has maintained a continuous employment relationship for at least 25 years and who has rendered compensated service in 250 calendar months, calculated from date of entering service, shall have their vacation scheduled on the basis of one calendar day's vacation for each  $8 \frac{2}{3}$  days worked and/or available for service, or major portion of such days, during the preceding calendar year, with a maximum of six weeks. Compensation for such vacation will be 12% of the gross wages of the employee during the preceding calendar year.

**(i)** An employee covered by Clause (h) hereof will be entitled to vacation on the basis outlined therein if on their 26th or subsequent service anniversary date they have rendered compensated service in 260 calendar months, otherwise their vacation entitlement will be calculated as set out in Clause (f) hereof. Any vacation granted for which the employee does not subsequently qualify will be deducted from the employee's vacation entitlement in the next calendar year. If such employee's employment relationship with the company is terminated for any reason prior to their next vacation, the adjustment will be made at time of leaving.

**(j)** In computing service under Clauses (a) to (j) inclusive of this Section 1, days worked in any position covered by similar vacation rules will be accumulated for the purpose of qualifying for vacation with pay.

## **Section 2**

**2. (a)** Subject to the provision of Clauses (c), (e) and (g) of Section 1, an employee who is retired, leaves the service of their own accord, is dismissed for cause, or whose services are dispensed with, shall be paid an amount appropriate to their service entitlement calculated as provided for in Section 1, for any vacation due to them up to the time of termination of their service.

**(b)** An employee who at the time of termination of their service has not qualified for vacation as provided for in Clause (a) of Section 1 shall be paid 4% of their gross earnings for the calendar year in which their service is terminated.

**(c)** An employee who leaves the service of their own accord, or is dismissed for cause and not reinstated in the service within two years of date of such dismissal, will be subsequently returned to the service, be required to again qualify for vacation with pay as per Section 1.



**(d)** In the event of death of an employee, vacation pay to which they are entitled up to the time of their death will be paid to the estate of the deceased.

**(e)** An employee who is laid off during the year and who has not been recalled at the beginning of the ensuing calendar year will have the right to request on two weeks' notice vacation pay due at any time during the ensuing calendar year prior to being recalled to service.

**(f)** Time off duty because of lay-off, bona fide illness, injury, or attendance to organization business (except on full-time basis), shall be included for qualification purposes in Section 1.

### **Section 3**

**3. (a)** An employee who has become entitled to a vacation with pay shall be granted such vacation within a twelve month period immediately following the completion of the calendar year of employment in respect of which the employee became entitled to the vacation.

**(b)** Employees entitled to vacation with pay in any year must make application for same in accordance with and on dates and times specified on posted bid. Employees must bid for all vacation entitlement (other than single day allotments) between January 1<sup>st</sup> and December 31<sup>st</sup> of the vacation year during the annual vacation bid which will take place the first full week in November of each year. Employees may call in to bid or bid in person at posted bid time, submitted written bids will be opened at individuals bid time. The vacation schedule will be posted upon completion.

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

**(d)** An employee who, due to sickness or injury, is unable to take or complete their annual vacation in that year shall, at the option of that employee, have the right to have such vacation carried to the following year.

**(e)** An employee who is entitled to vacation shall take same at the time scheduled. However if, in extreme circumstances, the company reschedules an employee's scheduled vacation dates other than on request of the employee; by mutual agreement with the employee; or where the vacation is rescheduled under Clauses (c) and (d) of this Section, they shall be given at least 3 weeks' advance notice of such rescheduling and will be entitled to the following penalty payment:

For each calendar day during their originally scheduled vacation period on which they perform service or is available for service, one-seventh of one percent of the employee's gross wages during the preceding calendar year: payable during the period of their rescheduled vacation dates.

The rescheduled vacation with pay to which they are entitled will be granted at a mutually agreed upon later date. This Clause (e) does not apply where rescheduling is a result of an employee exercising their seniority to a position covered by another vacation schedule.

**(f)** Employees desiring an advance payment must make application for same not later than five weeks prior to commencing their vacation. The advance vacation payment shall be 4% of the employee's previous year's earnings, which shall be added to their regular wages earned on the next pay cycle.

**(g)** When relief men/women are deadheading on account of vacation with pay, they will be paid deadheading when going out but not when coming back.

### **Note 1**

Employees entitled to vacation of up to four weeks may take their vacation in up to four portions, none of which will be less than 5 consecutive calendar days. Employees with 5 or more week's entitlement may have one portion for each week of entitlement none of which will be less than 5 consecutive calendar days. Employees entitled to three or more weeks' vacation shall have the option of one week's (7 calendar days) vacation used for single day allotment at their discretion subject to a cap of the Seniority District vacation allotment plus one (1), with the exception of long weekends and the period between December 15 to January 1 inclusive. Further requests to use single day allotments during a time where this cap is exceeded may be granted at the employer's discretion. Employees opting to use single day vacation must give written notice to the Company with a minimum seven days prior to the day the vacation is to be used. This will not be interpreted to prevent an employee from taking all their vacation at one time.

### **Note 2**

Seven calendar days to be considered one week. For the purpose of vacation scheduling, all vacation weeks shall be Monday to Sunday.

### **Note 3**

Beginning in the 2021 vacation year the concept of (2) two seniority districts for the purpose of assigning vacations will be used.

Seniority District 1: includes North Bay District.

Seniority District 2: includes Sudbury, Timmins, Thunder Bay, and Sault Ste. Marie District.

Seniority District vacation allotments shall be based on 10 per cent per week for the entire calendar year of the employees assigned to each Seniority District based on their assignment at the November System Bid. For the purpose of determining vacation allotment, general rules of rounding shall apply (i.e. 0.5 and above is rounded up to the next whole number and anything lower than 0.5 is rounded down to the nearest whole number).

**Note 4**

An employee with time off duty because of layoff, illness/injury (STD, LTD & WSIB), or authorized leave shall at their discretion, be allowed to prorate their vacation in accordance with Article 29 Section 1, or take their maximum entitlement. Such employees shall notify the proper officer of the Company of their intentions by the first date of vacation submission.

**ARTICLE 30 - ADVERSE EFFECTS OF CHANGES IN HOME TERMINALS**

**30.1 (a)** Prior to the introduction of changes in home terminals initiated solely by the System involving significantly adverse effects upon employees, the System will give at least one hundred and twenty (120) days advance notice to the union of any such proposed change with a full description thereof along with details as to the anticipated changes in working conditions.

**(b)** The company will negotiate with the union, measures other than the benefits covered by Sections 2 and 3 of this Article to minimize such adverse effects of the material change on employees who are affected thereby. Such measures shall not include changes in rates of pay. Relaxation in schedule rules considered necessary for the implementation of a material change is also subject to negotiation.

**(c)** While not necessarily limited thereto, the measures to minimize adverse effects considered negotiable under Clause (b) above may include the following:

1. appropriate timing
2. appropriate phasing
3. hours on duty
4. equalization of miles
5. work distribution
6. adequate accommodation
7. bulletining
8. seniority arrangements
9. lay-off benefits
10. severance pay
11. maintenance of basic rates
12. deadheading

The foregoing list is not intended to imply that any particular item will necessarily form part of any agreement negotiated in respect of a material change in working conditions.

**(d)** The negotiations referred to in Clause (b) above shall be conducted between the President (or their delegate) and the General Chairperson and shall commence within 20 days of the date of the notice specified in Clause (a) above. If the negotiations do not result in mutual agreement within 30 calendar days of their commencement, the issue, or issues, remaining in dispute shall, within seven days of the cessation of negotiations, be referred for mediation by a Board of Review composed of two senior officers from each party. Such referral shall be accompanied by a Joint Statement of Issue or Issues, remaining in dispute together with a copy of the notices served by the company on the union under Section 1(a) hereof and a summary of the items agreed upon.

In the event neither party desires to submit the issue, or issues, remaining in dispute to a Board of Review the dispute shall be referred to the arbitrator as provided in Clause (e) below.

**(e)** The Board of Review shall, within 20 days from the date of reference of the dispute, make its findings and recommendations. If the Board is unable to arrive at a decision within the time limits specified herein or such extended time limits as provided in Clause (f) hereof, or if its recommendations are not agreeable to either party, a Joint Statement of Issue, or Issues, remaining in dispute may be referred within seven days by either party to a single arbitrator who shall be the person from time to time occupying the position of arbitrator for the Canadian Railway Office of Arbitration.

In the event that the parties do not agree upon a Joint Statement of Issue, or Issues, remaining in dispute, either or each may submit a separate statement to the arbitrator in accordance with the procedure outlined above for the Joint Statement and the other party will be provided with a copy thereof.

The arbitrator shall hear the dispute within 30 days from date of the request for arbitration and shall render their decision together with reasons therefore in writing within 15 days of the completion of the hearing.

**(f)** Time limits specified in Clauses (d) and (e) above may be extended by mutual agreement, or upon request of the arbitrator, in respect of time limits specified for the hearing and the rendering of the decision.

**(g)** The decision of the arbitrator shall be confined to the issue or issues placed before them which shall be limited to measures for minimizing the adverse effects of the material change upon employees who are affected thereby, and to the relaxation in schedule rules considered necessary for the implementation of the material change, and shall be final and binding upon the parties concerned.

**(h)** The company and the union shall respectively bear any expenses each has incurred in the presentation of the case to the arbitrator but any general or common expenses, including the remuneration of the arbitrator, shall be divided equally.

**(i)** The appointment of the arbitrator referred to in Clause (e) above may be revoked at any time by either party upon 60 days' written notice to the other and replaced by mutual agreement between the parties.

**(j)** In the event either party serves notice as provided in Clause (i) above, or the permanent arbitrator serves notice on the parties of their intention to terminate their appointment and there are disputes requiring final determination during a period of which there is no permanent arbitrator the parties will, within 27 days of cessation of negotiations, agree upon an arbitrator to hear such dispute. If the parties cannot agree on the selection of an arbitrator, either party may immediately request the Minister of Labour to appoint an arbitrator to hear such dispute. Such ad hoc arbitrator will, in respect of hearing the dispute and rendering a decision, be governed by the time limits specified in Clause (e) and by the provision of Clause (g) above.

**(k)** Notwithstanding the provisions of Clause (a) above, changes involving the relocation of employees shall not be made earlier than 15 days following the decision of the arbitrator.

**(l)** This rule does not apply in respect of changes brought about by the normal application of the collective agreement, changes resulting from a decline in business activity, fluctuations in traffic, traditional reassignment of work or other normal changes inherent in the nature of the work in which employees are engaged.

**(m)** A dispute concerning the applicability of this rule to a change in working conditions will be processed as a grievance by the General Chairperson direct to the President, and must be presented within 60 days from the date of the cause of the grievance.

### **30.2 (a) Relocation Expenses**

The benefits set forth hereunder shall be allowed, where applicable, to an eligible employee. They shall apply to an eligible employee only once for each change.

#### **(b) Eligibility**

The eligibility of specific employees for relocation benefits specified below will be negotiated provided that in each case the following basic qualifications are fulfilled.

An employee:

**1.** Must have 24 months cumulative compensated service (to establish one month of cumulative compensated service, an employee must, for the purpose of this rule, in that month have worked and/or been available for service on:

21 days if in assigned service  
30 days if in spare board service)

**2.** Must occupy unfurnished living accommodation to be eligible for benefits under paragraphs (2), (6) and (7) of Clause (c) of this section.

**3.** Must establish that it is impractical for them to commute daily to new location.

### **(c) Relocation Benefits**

1. Payment of door-to-door moving expenses for the eligible employee's household goods and their automobile, including packing and unpacking, insurance and up to one month's storage; the mode of transportation to be determined by the company.
2. An allowance of up to \$550. for incidental expenses actually incurred as a result of relocation.
3. Reasonable transportation expenses from their former location to their new location, by rail, or if authorized, by bus or employee-owned automobile, and up to \$140. for an employee without dependents and an additional amount of \$55. will be paid for each dependent for meals and temporary living accommodation. Receipts will be required for rail or bus transportation. In the application of this subparagraph, a spouse will be considered as a dependent.
4. Upon authorization, an employee may drive their automobile to their new location at the current allowance per kilometer.
5. Up to four working days to seek accommodation in their new location with a basic day's pay for each such day at the rate applicable to the service last performed.
6. **(a)** Reimbursement for loss sustained on the sale of a relocating employee's private home which they occupied as a year-round residence, provided that the company is given the right in priority to everyone else to purchase the home. Loss sustained is determined as the difference between the value determined in accordance with Appendix A-1 plus any real estate agent and legal fees and the amount established as the selling price in the deed of sale.  
**(b)** The procedure to be followed in respect of determining the loss, if any, on the sale of a home shall be as described in Appendix A-1 of this Article.  
**(c)** An eligible employee who desires to sell their house and receive any benefit to which they may be entitled under this Item 6 must advise the company's officer concerned accordingly within 12 months of the date the initial change takes place. No employee shall be entitled to any claim under this Item 6 if the house is not listed for sale within 60 days of the date of the final determination of value and thereafter the house continues to be listed for sale. Any claim for reimbursement under this Item 6 must be made within 12 months of the final determination of value.  
**(d)** Payment of the cost of moving a wheeled mobile home which the employee occupies as a year-round residence. The selection of the mover and the cost of moving the mobile home shall require the prior approval of the company and shall not, in any event, exceed a total cost of \$4,400. Receipts shall be required.
7. If an employee who is eligible for moving expenses does not wish to move their household to their new location, they may opt for a monthly allowance of \$120.00 which will be payable, so long as they remain at their new location, for a maximum of 12 months

from date of transfer to their new location. An employee claiming under this clause may elect within such 12 month period to move their household effects, in which case the amount paid out under this clause shall not be deducted from the relocation expenses allowable.

8. Alternatively to (6), the cost of terminating an unexpired lease and legal costs connected therewith up to a value of three months' rent, where the relocating employee was renting a dwelling which they occupied as a year-round residence except that where such lease was entered into following the notice of the change without prior approval of the railway no benefit will be provided. Such prior approval will not be unreasonably withheld. Should the law require payment of more than three months' rent in order to terminate a lease, such additional amount will be paid providing the employee first secures the company's approval to pay in excess of three months' rent.

### **30.3 Early Retirement Allowance**

An employee whose position is abolished by a change made under the provisions of Section 1(a) of this Article or who is displaced by a senior employee, such displacement being brought about directly by and at the time of implementation of such change will, if they are eligible to receive an early retirement pension with an actuarial cutback, be entitled to receive:

1. An allowance of \$60.00 per month commencing in the month immediately following the last month in which the employee received wages and continuing each month until the date at which they would have been eligible for the pension without a cutback. The maximum period for which the employee will be eligible for the allowance is 5 years;  
OR

2. A lump sum payment calculated as follows:

Lump sum equivalent to the total value of monthly allowances he could have received under this provision

#### Age at Retirement

55	75% up to 60 months entitlement
56	80% up to 48 months entitlement
57	85% up to 36 months entitlement
58	90% up to 24 months entitlement
59	95% up to 12 months entitlement

An employee who elects benefits under this Article 30.3 will not be entitled to any other benefits provided elsewhere in this Article.

The early retirement allowance will cease upon the death of the employee.

**30.4** The benefits granted under this Article shall be reduced in whole or in part in each case by any amount to which an employee is entitled from any other assistance program established for similar purposes.

**30.5** Material changes in working conditions provisions are intended to assist employees affected by any technological change and Sections 150, 152 and 153, Part V of the Canada Labour Code do not apply.

## **APPENDIX A-1**

### **APPRAISAL PROCEDURE**

When an affected employee desires to sell their home under the provisions of Section 2(c)(6) of this Rule, of which this Appendix A-1 forms part, the following procedure will apply:

- (a)** In advising the company officer concerned of their desire to sell their house, the employee shall include pertinent particulars as outlined in sample form attached, including their opinion as to the fair market value of their house.
- (b)** This fair market price of the house shall be the price determined as of a date sufficiently prior to the date of the change in order that the fair value will be unaffected thereby.
- (c)** Within 15 working days from date of receipt of employee's advice of their desire to make a claim, the company officer shall advise the employee concerned whether the suggested fair market value is satisfactory and, if so, such price shall be the fair market value as contemplated by Section 2(c) 6(a) of this Rule.
- (d)** If, however, the officer concerned is not satisfied that the price requested by the employee is the fair market value, then an effort shall be made to resolve the matter through joint conference of the officer and employee concerned and the appropriate union representative if so desired by the employee; such joint conference to be held within seven days from date of advice to employee concerned as referred to in Clause (c) of this Appendix A-1.
- (e)** If such joint conference does not resolve the matter then within five days from the date of the final joint conference, arrangements shall be made for an impartial appraisal to be undertaken as soon as possible by an independent real estate appraiser. The fair market price established by such appraiser shall become the fair market value for the purpose of this Rule and such price shall be binding on both parties.
- (f)** The employee and company officer concerned shall endeavour to mutually agree upon the independent appraiser referred to in Clause (e). If they are unable to agree, then the Minister of Labour shall be requested to appoint such an independent appraiser.



- (g) The residence shall not have been listed for sale with any appraiser appointed pursuant to the provisions of this Appendix A-1, nor with such appraiser's employee, fellow employee or partner.
- (h) The fees and expenses of any appraiser appointed in accordance with Clause (e) or (f) shall be paid by the company.

**PARTICULARS OF HOUSE TO BE SOLD**

Name of Owner \_\_\_\_\_

Address

No.

Street

City-Town

Type of House i.e. Cottage   
 Bungalow   
 Split Level

Year Built: \_\_\_\_\_

No. of Rooms: \_\_\_\_\_ Bathrooms: \_\_\_\_\_

Type of Construction:

(i.e., Brick veneer, stucco, clapboard) \_\_\_\_\_

Finished Basement: Yes \_\_\_ No \_\_\_

Type of Heating:

(i.e., oil, coal, gas, electricity) \_\_\_\_\_

Garage: Yes \_\_\_\_\_ No \_\_\_\_\_

Size of Lot \_\_\_\_\_

Fair Market Value: \$ \_\_\_\_\_

Other Comments:

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

Date \_\_\_\_\_

Signature \_\_\_\_\_

## **ARTICLE 31 - PURCHASE OR SALE OF BUS OPERATIONS**

**31.1** In the event that the System purchases all or a part of another bus operation, or sells all or part of its existing bus operation, discussions will be held between the two parties to the purchase or sale and representatives of the labour organizations concerned to consider the effects on the employees of both companies.

## **ARTICLE 32 - TRUCK AND TRANSPORT OPERATIONS**

**32.1** Should the System originate such operations, Motor Coach Operators, holding seniority as such under this agreement, will be permitted to exercise their seniority in this branch of the service.

## **ARTICLE 33 - MANNING OF SYSTEM VEHICLES**

**33.1** All motor coach vehicles owned or operated by the System, while in Ontario Northland service (regular, charter, extra, or additional service) will be manned by employees holding seniority rights under the terms of this agreement. However, this is not intended to preclude the use of leased equipment with driver for a single trip in an emergent situation when System Bus Operators and/or equipment is not readily available.

## **ARTICLE 34 -CHECK OFF OF UNION DUES**

**34.1** The System shall deduct on the payroll for the first pay period of each month from the wages due and payable to each employee coming within the scope of this collective agreement an amount equal to the uniform union dues of the Teamsters Canada Rail Conference, subject to the conditions and exceptions set forth hereunder.

**34.2** The amount to be deducted shall be equivalent to the uniform regular dues payment of the organization and shall not include initiation fees or special assessments. The amount to be deducted shall not be changed during the term of the Agreement excepting to conform with a change in the amount of regular dues of the organization in accordance with its constitutional provisions. The provisions of this rule shall be applicable to the organization on receipt by the System of notice in writing from such organization of the amount of regular monthly dues.

### **34.3 Delete**

**34.4** Membership shall be available to any employee eligible under the constitution of the organization on payment of the initiation or reinstatement fees uniformly required of all other such applicants. Membership shall not be denied for reasons of race, national origin, colour or religion.

**34.5** Deductions shall commence on the payroll for the first pay period of the calendar month following completion of 30 calendar days after date of first service.

**34.6** If the wages of any employee payable on the payroll for the first pay period of any month are insufficient to permit the deduction of the full amount of dues, no such

deduction shall be made from the wages of such employee by the System in such month. The System shall not, because the employee did not have sufficient wages payable to them on the designated payroll, carry forward and deduct from any subsequent wages the dues not deducted in an earlier month.

**34.7** Employees filling positions coming within the scope of more than one wage agreement in the pay period in which deduction is made shall have dues deducted for the organization holding the agreement under which the preponderance of their time is worked in that period. No more than one deduction of dues shall be made from any employee in any month.

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

**34.9** The amounts of dues so deducted from wages accompanied by a statement of deductions from individuals shall be remitted by the System to the local treasurer of the organization not later than 40 calendar days following the pay period in which the deductions are made.

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

**34.11** The question of what compensation, if any, shall be paid the company by the union in recognition of services performed under this rule shall be subject to reconsideration at the request of either party on fifteen days' notice in writing.

**34.12** In the event of any action at law against the parties hereto or any of them resulting from any deduction or deductions from payrolls made or to be made by the System pursuant to the first paragraph of this agreement, all parties shall co-operate fully in the defence of such action. Each party shall bear its own cost of such defence except that if at the request of the organization, counsel fees are incurred these shall be borne by the organization. Save as aforesaid the organization jointly and severally, shall indemnify and save harmless the System from any losses, damages, costs, liability or expenses suffered or sustained by them or any of them as a result of any such deduction or deductions from payrolls.

## **ARTICLE 35 - FINAL SETTLEMENT OF DISPUTES**

**35.1** All differences between the parties to this agreement concerning its meaning or violation which cannot be mutually adjusted shall be submitted to the Canadian Railway Office of Arbitration for final settlement without stoppage of work.

**35.2** Request for arbitration must be made in writing within 60 days following the date decision is rendered at the final step of the grievance procedure.

## **ARTICLE 36 - GRIEVANCE PROCEDURES**

**36.1** A grievance concerning the interpretation or alleged violation of this agreement, or an appeal by an employee who believes that they have been unjustly disciplined shall be processed in the following manner (Note: discipline greater than 30 demerits shall be initiated at Step 2 herein):

### **Step 1**

Within 28 calendar days from the date of cause of grievance, the Local Chairperson may appeal the decision in writing to the Senior Manager Bus Operations, or designate, whose decision will be rendered in writing within 28 calendar days of receiving the appeal.

The appeal shall include a written statement of the grievance as it concerns the interpretation of alleged violation of the agreement, and identify the specific provisions involved. The written statement in the case of an appeal against discipline imposed shall outline the union's contention as to why the discipline should be reduced or removed.

### **Step 2**

Within 28 calendar days of receiving the decision under Step 1 the General Chairperson may appeal the decision in writing to the Director Passenger Services, or designate, whose decision will be rendered in writing within 60 calendar days of receiving the appeal.

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

**36.3** Any grievance not progressed within the prescribed time limits shall be considered settled on the basis of the last decision and shall not be subject to further appeal. Where a decision is not rendered by the appropriate officer of the company within the prescribed time limits, the grievance may be progressed to the next step in the grievance procedure.

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

## **ARTICLE 37 - FRINGE BENEFITS**

**37.1** The company shall provide an Employee Benefit Plan which shall be in accordance with the provisions of the governing Supplemental Agreement and provide each member with detailed complete booklet outlining all coverage.

## **ARTICLE 38 - UNION-MANAGEMENT CONSULTATION**

**38.1** A Union-Management consultation committee will be formed, comprised of not more than three members from each party, to provide a channel of ongoing communication for the discussion of matters of mutual concern. Such matters will include employee suggestions with respect to future business, charter trips, assignments and tours.

## **ARTICLE 39 - NEGOTIATIONS DURING CLOSED PERIOD**

**39.1** The Union's General Chairperson and the Director, Passenger Services shall confer promptly upon notice from either party to the other with respect to any questions which may arise regarding the interpretation or application of this agreement.

Should either the Union or the Company desire to revise an article or articles during the closed period of the agreement, a written statement containing the proposed change (s) shall be given and a conference held within thirty days (30) from receipt of such notice. Should agreement on the proposed changes not be settled by mutual agreement during the term of the collective agreement, such changes may be progressed during the next open period of the agreement.

## **ARTICLE 40 - SICK LEAVE**

**40.1** Effective January 1, 2004, an employee who has not less than six months of cumulative compensated service shall be entitled to a maximum of two (2) days sick leave between January 1 and November 30 each year.

**40.2** An employee will be compensated 420 kilometers at the kilometer rate of pay for the service missed.

**40.3** Sick leave not used by December 15 will be paid out as per article 40.2.

## **ARTICLE 41 - RULES GOVERNING OPERATIONS CONTROLLER/RELIEF OPERATIONS CONTROLLER POSITIONS**

**41.1(a)** Pay rate will be 65 kms per hour at line rate (to be added to Article 1.1(a)(i)).

**(b)** Operations Controllers will be paid at overtime rate (1.5) for working on assigned rest days or outside of their regular scheduled shift.

**(c)** Operations Controllers will be scheduled 5460 kms biweekly, coinciding with normal payroll cycles. Their 12-hour schedule shall consist of 7 work shifts and 7 rest days in a two-week continental cycle. Shifts shall be scheduled 0600 to 1800 and 1800 to 0600, and shall start on a Monday. The schedule is subject to change upon mutual agreement.

It is understood that Operations Controllers remain on call throughout the entire shift and will be granted two (2) meal breaks, one between the fourth and fifth hour and one between the ninth and tenth hour, as well as two coffee breaks at their discretion.

**(d)** The probationary period for new hire Operations Controllers shall be 84 days worked (adjust Article 17 to reflect this change).

**(e)** There will be a separate seniority list for Operations Controllers which shall be established subsequent to being deemed qualified after being interviewed and reaching a score of 80% or higher on the interview. Upon being qualified per Article 41.2, a Motor Coach Operator's seniority date or their hire date, whichever is applicable, will become their Operations Controller seniority date, however, they must protect the Operations Controller/Relief Operations Controller position to maintain their seniority.

Refer to Letter of Understanding: Establishing the Operations Controller/Relief Operations Controller Seniority List

**41.2** When permanent vacancies occur in the position of Operations Controller or Relief Operations Controller. The Local Chairperson shall be consulted before any appointment position is filled under the collective agreement.

Applicants may be selected from the bargaining unit, however, must be interviewed. Upon reaching a score of 80% or higher on the interview, employee will be deemed qualified for the Operations Controller position. Selection will then be made in seniority order.

It is understood that employees appointed by the Company having seniority to hold the positions of Operations Controller/Relief Operations Controller will be provided with appropriate training available from internal and/or external resources. Operations Controllers/Relief Operations Controllers will be made aware of the relevance and importance of their activities and how they contribute to the achievement of the quality of our customer service and scheduled service.

An employee appointed to working the position must demonstrate their ability to perform the work required to maintain a continuation of Motor Coach operations the position of Operations Controller/Relief Operations Controller. Once training (14 shifts) has been completed, a trial period of 28 shifts will be provided for employees to demonstrate their ability to perform in the Operations Controller position. During the trial period, the employer will conduct a minimum of 2 performance evaluations.

Failing to demonstrate their ability to perform in the Operations Controller position within the trial period, they shall be returned to their former position without loss of seniority, if applicable, and shall be provided with a written explanation of the decision. During the trial period, should the employee not wish to continue as a Operations Controller, they may return to their former position without loss of seniority, if applicable. An employee not continuing as an Operations Controller under this paragraph, shall be removed from the Operations Controller/Relief Operations Controller Seniority list.

### **41.3 Duties and Responsibilities of Operations Controller**

An Operations Controller must have the necessary qualifications and experience to be able to direct and oversee the work of Motor Coach Operators and Cleaners under the supervision of recognized management.

The duties of such Operations Controller are: to carry out instructions of their immediate supervisor as to meet operational requirements; oversee all Operator assignments and scheduled or charter operations; the Operations Controller must maintain a good work ethic, sound judgement and confidentiality in this position according to Ontario Northland's Policies and Procedures. In conjunction with their immediate supervisor, ensure all crews are filled with a qualified Operator and service adjustments are made in a timely manner and ensure all time sheets are complete and accurate for the approval of a supervisor. In other words, the responsibility of an Operations Controller is exclusively to ensure motor coach operations schedules are adhered to and Motor Coach Operators follow operational procedures and policies. This position is not a supervisory officer in charge of a department. They shall document and notify management report job failure or actions to management of any potential violations of rules or procedures.

In addition to the above, Operations Controller may be assigned to:

- Ensure that the Operators are called in a timely fashion to be in place at locations required for an on time departure in accordance with good customer service.
- Must possess a good working knowledge of the Collective Agreement (CA), and MTO Regulations (work-rest rules) and follow the policies, procedures, bulletins, and operating manual as outlined within each document
- Ensure that the spareboard is properly utilized in order to fulfill guarantee, respond to extra trip requirements, book offs, vacation, etc. (under supervision of the Operations Supervisor). In addition, ensure that all canvassing beyond the spareboard is handled as outlined in the CA
- Assign overtime as required within operating guidelines as per the CA
- Keep accurate notes and do a job briefing with their relief at the end of every shift, as well as sending out the notes in e-mail format to all with whom it may pertain
- Provide instruction/direction to the Operator/Labourers Cleaners

- Review equipment availability and defect books in conjunction with the maintenance department. Maintain an up to date daily coach assignment list with all spare equipment available
- Must report to management immediately of any known violations of rules or procedures
- Management must be kept informed of all crew issues (late employees, sick, not prepared for work, etc.)
- Management and Customer Service must be advised immediately of all emergency situations including major service disruptions
- Complete a daily event log recording all extra assignments, incidents, occurrences, change offs, equipment issues and any information pertaining to service disruptions or customer service issues
- Complete Operators Time-Off Records, record all NA's and all Operator book offs, sick days and stat holiday usage
- Make the arrangements to book hotel rooms and car rentals to accommodate Operators when overnights are required
- Responsible for the rental of coaches to meet service requirements or to assist with disabled coaches when required.
- Track postings of long term open work, open work assignments and vacation selections and assign the work according to rules and regulations
- Monitor coach cycling ensuring that all coaches are cycled to meet scheduled maintenance requirements
- Ensure all wheelchair bookings are covered with the appropriate coach and Operators are notified in advance with a reminder to ensure the proper operation of the lift
- Monitor passenger demands for each trip, assign extra coaches when required with management approval
- Maintain a master Operator's Daily Reporting Board to ensure that all Operators report in to work on time and sign in to the Consat system and other electronic devices as required, prior to starting their trip
- Maintain driver's crews and phone lists updated with all changes.
- Operations Controllers will be responsible to aid management in training and evaluating performance of trainees by providing progress reports
- Other related duties as required

#### **41.4 Additional Duties for Night Shift Operations Controller**

- Monitor the E-log system ensuring there are no hours of service violations and daily hours/kms worked are documented correctly. Advise management accordingly.
- Review Operator's daily logs for accuracy. Ensure that Operator's Daily Logs are submitted in a timely manner
- Complete Vehicle Up Time Sheet Daily
- Daily Summary of all Consat and/or Elog System failures
- Prior to 6:00 am submit a Daily Summary Report of all events for the previous 24 hours including book offs, change offs, delays or disruptions to service, detours, collisions, customer incidents, freight incidents, coach rentals, Operator incidents, extras operated and any mechanical issues that have been reported



- Ensure that all assigned vehicles are available in the appropriate location to meet service requirements
- Monitor cold weather reports and prepare for early morning start-ups when required
- Take a 2:00 am daily snap shot of all Vehicle Locations
- Other related duties as required

**41.5 (a)** Employees promoted to positions of Operations will have their seniority in their classification protected and will not be permitted to revert to their former classification except in the case of reduction of staff, or if they have failed to demonstrate their ability as outlined above, or after holding the position of Operations Controller for a period of at least 2 years.

**(b)** A minimum of 30 days prior to the 2 year threshold, the Operations Controller/Relief Operations Controller positions will be posted (every other year). The senior qualified employee will then be appointed. All employees holding seniority as an Operations Controller/Relief Operations Controller must bid all positions, in the order of their preference, to maintain their seniority.

**41.6 (a)** Relief Operations Controller called in on days off to cover unscheduled Operations Controller work will be compensated at overtime rate for the first assignment and then compensated at Operations Controller rate for the remaining days.

**(b)** Relief Operations Controller called in on a working day to cover unscheduled Operations Controller work will be compensated at Operations Controller rate or their crew value for that day, whichever is greater. If the unscheduled Operations Controller work lasts beyond one day, the Relief Operations Controller will receive Operations Controller rate thereafter.

**(c)** While Operators are working as Relief Operations Controllers, their assignment will be manned by the Spareboard. If their Operator assignment is vacant for 4 working days or more it will be advertised to the system.

## TERMINATION

This agreement supersedes all previous agreements, rulings and interpretations and shall remain in effect until December 31, 2024 and thereafter, subject to four months' notice by either party at any time subsequent to August 31, 2024.

Signed at North Bay, Ontario this 16<sup>th</sup> day of October 16, 2020.

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Danielle Baker

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Paul Boucher

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Keith Darbyson

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Mark Smalling

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Kevin Mantha

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Elfie Paradis

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Ken Grube

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Daniel Carriere

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Earl Segriff

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Marc McMahon

## **LETTER OF UNDERSTANDING**

December 6, 2007

### **Shift Exchanges for Motor Coach Operators**

It is the intent to provide Motor Coach Operators with the periodic allotment of shift exchanges:

1. Drivers will be allotted periodic shift exchanges providing that the shift exchange form has been filed with the appropriate supervisor of their terminal.
2. Drivers needing time off and who are unable to find anyone to do a shift exchange will be allowed to give away their assignment. The work must be given to the spareboard first, by booking off. If the spareboard is not available, the assignment can be given to any volunteer who will work at straight time.
3. Shift exchanges between regular line run drivers and spareboard drivers will not be permitted.
4. Spareboard drivers on vacation relief can switch with regular drivers, providing the work is within the vacation relief period.
5. Shift exchanges will be granted providing there is no increased cost to the company.
6. Periodic Shift Exchange – When mutually agreed spareboard drivers may switch positions with spareboard operator directly ahead or behind their position on spareboard, only one switch is permitted, multiple position switches are not allowed. Pre-authorization required by supervisor. Supervisor may authorize ~~dispatch~~ operations control to assist.

This Agreement may be revoked by either party subject to 14 days' notice.

Signed,

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Douglas Finnon  
Vice President  
Teamsters Canada Rail Conference

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Rock Lapointe  
Director Motor Coach Services  
ONTC

Revised October 16, 2020

## **Letter of Understanding**

### **Smart Phones for Motor Coach Operators and Operations Controllers**

All Operators/Operations Controllers will be issued a Company Smartphone. The provision of a Company Smartphone is subject to the following conditions:

1. The Company Smartphone is for business and personal use with each Smartphone being equipped with a scanning app, voicemail, texting, email, and a phone charger (including AC adapter).
2. Operators/Operations Controllers will be responsible to ensure the Smartphone is turned on and the battery is adequately charged.
3. Operators/Operations Controllers will be responsible for exercising reasonable care to ensure Smartphone is not lost or stolen.
4. Company will be responsible for payment of all charges and repairs to Smartphone and accessories, including replacement, if necessary.

This letter is subject to cancellation by either party upon 45 days written notice.

Signed,

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Paul Boucher  
General Chairperson  
Teamsters Canada Rail Conference

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Ken Grube  
Senior Manager Bus Operations  
ONTC

December 6, 2007

Letter of Understanding

**Re: North Bay and Sudbury Terminals**

During previous negotiations concerning the revision of the collective agreement governing Motor Coach Operators, the union raised a concern for the future requirement of drivers in the North Bay and Sudbury terminals. More specifically, the union indicated that with the revisions to Articles 6, 7 and 8 of the collective agreement, the Company could schedule existing trips using Timmins terminal operators through to Toronto, resulting in a decrease of operators at the North Bay and Sudbury terminals.

This letters confirms that for the length of this agreement, unless mutually agreed between the Company and Union, the Company will not schedule any of the current trips through to Toronto with Timmins terminal operators.

Yours truly,

Rock Lapointe  
Director Motor Coach Services  
Ontario Northland

## Letter of Understanding

### Agreement Governing Crew Number 45

1. Departures for Casino Rama will be as per instruction on itinerary.
2. The limit in changes to starting and finishing times prescribed by Article 14.6 may be exceeded provided the change in time is at Casino Rama's request.
3. In the event of such change continuing on a regular basis, the assignment will be re-bulletined in accordance with Article 14.6
4. Notice of cancelled trips will be provided minimum 18 hours prior to scheduled report time.
5. Upon notification of cancellation, the driver will be offered make up work of equal pay value on the same date.

In cases where make-up work is not available, crew value will be paid. Compensation for the cancellation will only be paid if the work offered is accepted.

6. Minimum charter rate applies (480 kilometers) – Layover time is not included.
7. The company retains the right to abolish assignments to suit the requirements of the service and this agreement may be revoked by either party upon written notification to the other.

April 15, 2016

Signed,

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Roland Hackl  
Vice President  
Teamsters Canada Rail Conference

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Ken Grube  
Senior Manager Bus Operations  
ONTC

December 6, 2007

**Letter of Understanding**

**Article 1.1 (b)**

In the application of Article 1.1(b) it is agreed:

Employees who are returning to the service as Motor Coach Operators and have previously attained 100% of the pay rate will not be required to fulfill the requirements of this article.

Signed,

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Douglas Finnon  
Vice President  
Teamsters Canada Rail Conference

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Rock Lapointe  
Director Motor Coach Services  
ONTC



December 6, 2007

## **Letter of Understanding Between Ontario Northland and Teamsters Canada Rail Conference**

### **Paid Education Leave**

The company agrees to pay into a special fund two (2c) cents per hour per employee for all compensated hours for the purpose of providing paid education leave. Said paid education leave will be for the purpose of upgrading the employee's skills and qualifications in all aspects of Trade Union functions. Such monies to be paid on Quarterly basis into a specific fund established by the Union, and sent by the company directly to the Teamsters Canada Rail Conference Division 910 Secretary/Treasurer

The company further agrees that the members of the bargaining unit, selected by the union to attend such courses, will be granted a leave of absence without pay, plus travel time where necessary. In the event that service requirements conflict with such a leave, the parties agree to meet to determine if adequate staffing is available. Said leave shall only be granted provided there is no extra cost to the company. Written requests to the company shall be submitted at least two (2) weeks in advance of the date of commencement of such a leave.

Signed,

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Douglas Finnon  
Vice President  
Teamsters Canada Rail Conference

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Rock Lapointe  
Director Motor Coach Services  
ONTC

July 27, 2011

## **Initial Training Sessions**

Mr. Tony Wentzell  
Local Chairperson  
TCRC Division 910

Mr Wentzell,

During the 2011 round of bargaining we had discussed the union officers attending initial training sessions. As a result of these discussions the company commits to providing all training materials to the union prior to the training sessions being implemented and/or have union officers attend the first training session, when practicable.

I trust this accurately reflects our discussion.

Mike Potvin  
Director, Motor Coach Services

April 15, 2016

## **Letter of Understanding Between Ontario Northland and Teamsters Canada Rail Conference**

### **Continuation of Wages Agreement**

Both parties agree that the Company will continue to pay members of the Union while attending authorized Union business and the Company will invoice the Union for reimbursement. It is agreed that the Union will reimburse the Company within thirty (30) days from receipt of billing. The Company retains the right to cancel for payment not received. Requests for leave, on the designated form, will be authorized by the President TCRC Division 910 or designate and presented to the immediate superior.

Spareboard drivers on authorized union business shall retain their position in rotation on their home spareboard and be called to service when required. If not available for service due to union business no NA penalty shall apply, Continuation of Wages forms will be submitted for lost assignment. Driver to be returned by Dispatch Operations Control to spareboard rotation at end of lost assignment.

Signed,

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Roland Hackl  
Vice President  
Teamsters Canada Rail Conference

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Ken Grube  
Senior Manager Bus Operations  
ONTC

April 15, 2016

**Article 6 - Crew Change Resulting in Crew Abolishment in the Midst of a Pay Period**

This is to confirm our discussions regarding Article 6 and its application in the event of a crew change resulting in a crew abolishment in the midst of a pay period.

In the event of a crew abolishment in the midst of a pay period, it is agreed that Article 6.1(a) applies to the members of the crew that has been abolished. These employees will, in the pay period the crew is abolished, be entitled to the earnings of their new assignment but no less than the regular value of the abolished assignment. For anyone who is subsequently displaced, Article 6.1(b) applies and the affected employees will be entitled to the earnings of their new assignment but no less than the minimum of 4200 kilometers.

I trust this captures our discussions on the application of this Article.

Yours Truly

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Ken Grube  
Senior Manager Bus Operations  
ONTC

April 20, 2016

## Letter of Understanding

### **Switching Positions for Spareboard Employees**

In discussions regarding switching positions on the spareboard, it is recognized that because of the new changes requested by spare board employees, it was mutually agreed that by the union and company that moving forward there will be time frames for the change of positions for spareboard as follows.

On Duty ~~Dispatcher~~ Operations Controller will have the spareboard rotation sent out to all spareboard employees by 0830 daily.

Periodic shift Exchange – When mutually agreed Spareboard operators may switch positions with Sparboard operator directly ahead or behind their position on the Spareboard, only one switch is permitted, multiple position switches are not allowed, Spareboard employees requesting to switch position on the board will have from 0830 am to 1000 am daily to arrange position changes. No Switches will be permitted during calling hours.

This agreement may be revoked by either party subject to 14 days' notice.

Greg Baker  
General Chairperson  
TCRC Division 910

Marc McMahon  
~~Dispatch~~ Operations Supervisor  
ONTC

September 15, 2016

## Letter of Understanding

### **Log Review for Spareboard Employees**

In discussions regarding Article 9.2(d) upon the request by the Union, the Company will furnish a copy of an Operators logbook, the applicable Spareboard sign-in sheet and access to the archive for verification purpose. The Company and Union have agreed that log reviews requested by the Union will only go back as 60 days from date of notification from the Union.

October 16, 2020

Letter of Understanding

**Work-Related Injury/Illness**

The TCRC Legislative Representative will be notified when an employee is removed from service due to a work related injury/illness and when such employee is being placed back in full active service.

Yours Truly,

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Ken Grube  
Senior Manager Bus Operations  
ONTC





**EMPLOYEE BENEFIT PLAN  
SUPPLEMENTAL AGREEMENT**

**BETWEEN**

**ONTARIO NORTHLAND  
TRANSPORTATION COMMISSION**

**AND**

**Teamsters Canada Rail Conference**

**(AGREEMENT #11)**

The parties hereto agree that the company shall provide a Benefit Plan governing life insurance, weekly indemnity benefits, long term disability, maternity leave benefits, extended health care benefits, dental care benefits and vision care benefits as follows:

**1. An eligible employee shall be entitled to:**

(a) Life Insurance coverage in the amount of \$50,000. with double indemnity provision for accidental death, details of which are contained in Appendix "A".

(b) Weekly Indemnity Benefits up to 26 weeks from wage loss on account of sickness or non-occupational accident of 70% of base pay up to a maximum of \$630.00 per week.

Effective January 10<sup>th</sup>, 2021, eligible employees will be entitled to weekly indemnity benefits of 70% of their weekly base pay to a maximum of \$650.00 per week.

Effective January 01<sup>st</sup>, 2022, eligible employees will be entitled to weekly indemnity benefits of 70% of their weekly base pay to a maximum of \$675.00 per week.

Effective January 01<sup>st</sup>, 2024, eligible employees will be entitled to weekly indemnity benefits of 70% of their weekly base pay to a maximum of \$700.00 per week.

(c) Medicare Allowances, details of which are contained in Appendix "C".

(d) Maternity Leave Benefits or Adoption Leave Benefits up to 17 weeks based on 70% of weekly base pay with no maximum, details of which are contained in Appendix "D".

(e) Extended Health Care Benefits, details of which are contained in Appendix "E".

(f) Dental Care Benefits, details of which are contained in Appendix "F".

(g) Long Term Disability Protection Plan, details of which are contained in Appendix "G".

(h) Vision Care Benefits, details of which are contained in Appendix "H".

**2. Eligibility qualifications and pay direct provisions shall be as outlined in Appendix "I".**

**3. An Administrative Committee will be established to act as a Committee of Appeal in cases where an employee may feel that he has been unjustly dealt with in respect of weekly indemnity payments. This will not be construed to deny an employee any rights of appeal which he may have under their respective Collective Agreement.**

**4. (a) The Administrative Committee shall be comprised of three members from the Company and three members to be nominated by the General Chairpersons' Association and will hold office until successors are named.**

- (b) Should a vacancy, temporary or otherwise, occur on the Committee it shall be filled by a substitute appointed by the appointer of the original member.
- (c) The Committee shall appoint from its own number, two co-chairs, one from the Company and one from the employees.
- (d) Four members of the Committee shall constitute a quorum.
- (e) Each member of the Committee present at a meeting shall have the right to cast one vote. Decisions of the Committee shall be carried by four or more votes and unless otherwise expressly provided, shall be final and binding.
- (f) Normal expenses (including lost wages) incurred by the Employee Members as a result of their attendance at meetings of the Administrative Committee will be reimbursed by the Company.

**5.** In the event the Committee is unable to reach a decision on any matter, either of the parties may, by notice given to the other within 60 calendar days, require the question to be referred to an arbitrator. If the parties are unable to agree on the selection of an arbitrator they shall jointly apply to the Ministry of Labour of Canada for the appointment of an arbitrator. The arbitrator shall have no power to add to, subtract from, or modify any of the terms of this agreement or of the collective agreements between any of the parties hereto. The expenses of the arbitrator shall be shared equally by the Railway and the Unions.

**6.** The residual cost of providing the weekly indemnity benefits provided for in Section 1(b) shall be paid by the Company after setting against such costs the employees' share of Unemployment Insurance premium reductions.

**7.** The provision of the coverage outlined herein shall be the responsibility of the Company. The Company will secure policies to provide Weekly Indemnity and Life Insurance coverage as set out in Section 1(a) and (b) hereof, will pay the premiums and will be entitled to any dividends accruing from such policies.

At the option of the Company, the Weekly Indemnity Benefit Plan may be put on an Administrative Services Only (A.S.O.) arrangement and the contract will be between the company and the service organization.

**8.** The provisions of this agreement shall become effective on September 7, 2011.

9. This Supplemental Agreement supersedes the Supplemental Agreement signed at North Bay, Ontario on the 26th day of March, 1992 and will remain in effect for the term of the Collective Agreement and thereafter as required by law. Thereafter being subject to four months notice by either party of their desire to revise or terminate it, which may be served at any time subsequent to August 31, 2024.

Signed at North Bay this 16<sup>th</sup> day of October 16, 2020.

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Danielle Baker

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Paul Boucher

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Keith Darbyson

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Mark Smalling

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Kevin Mantha

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Elfie Paradis

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Ken Grube

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Daniel Carriere

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Earl Segriff

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Marc McMahon

## **APPENDIX "A"**

### **LIFE INSURANCE BENEFITS**

1. Each eligible employee will be covered in a group policy with life insurance in the amount of \$50,000. with a double indemnity provision on a 24 hour basis for accidental death.

By virtue of and subject to the terms of the group policy, the sum thus insured is payable to the beneficiary in the event of the death of the employee, while insured under the said group policy.

The insurance may be paid in one sum or in a fixed number of payments, at intervals of not less than one month, as provided in the group policy.

### **2. Conversion Privilege**

Within 31 days after insurance stops, except on account of a reduction in accordance with the terms of the group policy, or except on account of, or subsequent to the termination of the group policy, the employee may apply to the insurance company for any regular whole life, endowment, or pension with insurance plan ordinarily issued by the insurance company. The converted policy may not include disability or double indemnity benefits. The insurance will be issued without medical examination at the premium rate which applies to age and classification of risk at the time of conversion. The employee may apply for an amount equal to, or, at their option, less than the amount of insurance which has been cancelled under the group policy.

### **3. Beneficiary**

The employee may, at any time, appoint or change the beneficiary by written notice deposited with the employer, subject to applicable laws.

### **4. Disability Benefits**

In the event that the employee becomes unable to work before age 65 because of total disability owing to accident or sickness, such employee will be entitled to life insurance coverage equal to the amount of paid up retirement insurance in effect at the time. There will be no premiums payable, but the employee must advise the insurance company that they are disabled and submit such evidence of disability as it requests.

### **5. Out of Province Health Care Coverage**

The employee will have Out of Province Health Care Coverage for travel periods to a maximum of thirty (30) days and capped at \$1 million.

### **6. Assignment**

No assignment of any of the insurance under the said group policy shall be valid.

## **7. Termination of Insurance**

The employee's insurance terminates when the group policy terminates, unless insurance is continued under the disability provision of the group policy, when the employee ceases to be eligible for insurance according to the terms of the group policy or when the employee attains the termination age specified in the group policy. Terms and conditions are more fully described in the governing insurance company policy.

### **APPENDIX "B"**

#### **WEEKLY INDEMNITY BENEFITS**

1. (a) Effective following ratification of this agreement, for claims which originate on or after that date, an eligible employee will be entitled to weekly indemnity benefits of 70% of their weekly base pay to a maximum of \$630.00. per week.

Effective January 10<sup>th</sup>, 2021, eligible employees will be entitled to weekly indemnity benefits of 70% of their weekly base pay to a maximum of \$650.00 per week.

Effective January 01<sup>st</sup>, 2022, eligible employees will be entitled to weekly indemnity benefits of 70% of their weekly base pay to a maximum of \$675.00 per week.

Effective January 01<sup>st</sup>, 2024, eligible employees will be entitled to weekly indemnity benefits of 70% of their weekly base pay to a maximum of \$700.00 per week.

A claimant in receipt of EI sickness benefits will have such benefits supplemented up to the level of their weekly indemnity benefits. (This provision is subject to approval by Human Resources Development Canada). At no time shall the combined weekly payments from the plan and the weekly unemployment insurance benefits exceed 95% of the employee's weekly earnings.

(b) Weekly Indemnity benefits will commence for eligible employees from the first day in case of accidental injury, from the first day of sickness if hospitalized (includes outpatient admission) during the period of the claim and from the third day in other cases of sickness. Payments will be made for up to 15 weeks. If an employee continues to be disabled under this 15 week period and if they are eligible for Employment Insurance sickness benefits, they will be required to claim such EI sickness benefits. Following the exhaustion of such EI sickness benefits, an employee will continue to be eligible for weekly indemnity benefits for a period of up to 11 weeks without any further waiting period. In the event an employee is not eligible to receive EI sickness benefits, they would be immediately eligible to receive weekly indemnity benefits for the remaining 11 weeks of the 26 weeks period.

(c) Claims for coverage must be submitted within 30 days of the first day of disability.

2. Employees on company compensated jury duty and union representatives on temporary leave of absence account union business (for whom a premium has been paid) who become disabled during their period of leave will be eligible for weekly indemnity benefits in the same manner as if they had been working. Employees on bereavement leave will become eligible at the expiration of such leave.

3. If, after the termination of any disability for which an employee was entitled to a benefit under this provision, such employee again becomes disabled due to the same or related cause or causes, such later disability will be considered as a continuation of the previous disability unless such employee had recovered from the previous disability and had been at work with the company on full time for a period of at least two weeks after termination of the previous disability.

4. Employees have no vested right to payments under this plan except to payments during a recognized absence due to illness or non-work related injury.

5. Payments in respect of guaranteed annual remuneration or in respect of deferred remuneration or severance pay benefits are not reduced or increased by payments received under this plan.

Benefits will not be payable:

- (a) for any period of disability during which the employee is not under the care of licensed physician, surgeon or chiropractor;
- (b) for any period during which the employee is receiving benefits under Provincial Workers' Compensation legislation, unless compensation is payable in respect of a previously incurred partial disability which permits continuation of their employment;
- (c) for any accident or sickness for which an employee is receiving benefits under Provincial Workers' Compensation legislation,
- (d) for any period during which an employee is entitled to sickness or disability benefits from the Employment Insurance Program in accordance with Section 1(c) of this Appendix "B"; (see Note 1);
- (e) In respect of an accident which occurs while the employee is performing any work for wages or profit other than on behalf of the company;
- (f) if the employee is drawing vacation pay or pay for general holidays or is on strike; (see Note 2);
- (g) for intentionally self-inflicted injury, or injury resulting from war, insurrection or participation in a riot;
- (h) for absence from work due to pregnancy leave;

- (i) for any period during which an employee is engaged in any occupation for wages or profit;
- (j) when an employee is laid off, or on leave of absence (see Note 3).

Terms and conditions are more fully described in the governing insurance company policy.

### **Explanation of Notes**

- 1. Except for the topping off supplement described in the last paragraph of Section 1(a) of this Appendix "B".
- 2. An employee who, while on annual vacation becomes ill or is injured, shall have the right to elect to terminate (temporarily) their vacation and to be placed on weekly indemnity.
- 3. When an employee qualifies for benefits during a period of employment and is subsequently laid off, benefits continue in accordance with Article 1(b) of the Appendix "B".

### **APPENDIX "C"**

#### **MEDICARE ALLOWANCES**

1. Allowances will be paid by the Company for medical-surgical benefits to be applied against payments provided for under any government medical care program as follows:

- (a) Eligible employees, regardless of marital status, resident in the Province of Quebec, an allowance of \$10.00 per month.
- (b) Eligible employees resident in the Province of Ontario

Monthly allowances as follows:

Employees with no dependants	\$22.50
Employees with dependants	\$45.00

2. Such allowance will first be used to pay any amount the Company is, or might be in the future, required to pay for such medical-surgical benefits under any medical care program.

3. If no monthly amount is payable or if the monthly amount payable, or to be payable, by an employee, or by an employee and the Company, account medical-surgical benefits is less than the allowance, the difference will be paid by the employee on the payroll and if the monthly amount is greater, the difference will be deducted from the employee's wages.



4. Subject to the provisions of the above sections an employee qualifies for an allowance for any month only if they perform compensated service in the payroll period which contains the tenth day of the month or in the payroll period immediately preceding. The application of this section will not operate to deny an eligible employee the allowance for any month in which they perform compensated service nor to grant them the allowance for any month in which they do not perform compensated service.

5. Notwithstanding the provisions of Section 4 above an eligible employee who does not perform compensated service in such pay periods but who is in receipt of a weekly indemnity payment under the provisions of Section 1(b) of this agreement or an Employment Insurance benefit as contemplated in Section 1(c) of Appendix "B" or who is off work account W.S.I.B. disability will be treated as follows:

- (i) If they are resident in a province where a medicare premium or medicare tax is payable, they will be eligible for the amount of such premium or tax up to the maximum amount stipulated in Section 1 of this Appendix, or such lesser amount as is required to pay the premium or tax in such province.
- (ii) If they are resident in a province where no medicare premium or medicare tax is required, no payment will be made.

This Section 5 will apply only for a maximum period of 26 weeks for each period of disability.

**Note:**

The provisions contained in this Section shall not result in a duplication of benefits as a consequence of similar provisions in any other agreement.

## **APPENDIX "D"**

### **PAID MATERNITY LEAVE PLAN**

1. Effective on the first day of the month following the signing of this agreement, a paid Maternity Leave Plan will be established for claims which originate on or after that date. The plan will provide maternity leave benefits in the event of childbirth or the adoption of a child less than one year old of an amount that, when added to Employment Insurance Maternity Benefits, will result in the employee receiving 70% of their weekly base pay with no maximum amount for those weeks during which they receive Employment Insurance Maternity Benefits, i.e., for a maximum of 15 weeks.
2. The provisions of the paid Maternity Leave Plan are subject to the approval of Human Resources Development Canada.
3. Employees have no vested right to payments except to payments as outlined in Clause 1 above.
4. Payments in respect of guaranteed annual remuneration or in respect of deferred remuneration or severance pay benefits are not reduced or increased by payments received under this plan.

## **APPENDIX "E"**

### **EXTENDED HEALTH CARE BENEFITS**

The Extended Health Care Plan provides for major medical coverage, drugs and vision care expenses in accordance with the following:

#### **(a) Hospital Benefit**

Effective June 1, 2016 will not be covered for semi-private hospital coverage.

#### **(b) Drug Benefit**

Effective June 1, 2016, 90% of charges for drugs, including oral contraceptives, sera and injectibles prescribed by a licensed doctor (MD) or licensed dentist and dispensed by a registered pharmacist, that regardless of their legal status are not normally obtainable except by prescription from a licensed doctor (MD) or licensed dentist. The drug plan is not subject to an annual deductible.

Effective October 1, 1996 a generic drug plan will be established. Brand name drugs will be accepted when:

- (i) No generic substitute is available, or
- (ii) An allergic reaction to the generic drug is demonstrated.

Effective January 01, 2023, the drug plan is subject to an annual prescription drug benefit cap of \$10,000.00 per individual insured member.

- Should an employee or dependent be subject to a change in the Ontario Trillium prescription drug plan, they will have the option to convert to a lifetime cap of \$80,000. Such cap will start at \$0 at time of conversation to the lifetime cap
- The Company agrees to provide cash advancements upon request when an employee is applying for or is under the Ontario Trillium prescription drug plan
- The Company agrees to provide assistance to any employee or their dependent through the application process entering a government drug program

(c) Paramedical coverage to an annual maximum of \$500.00 combined, for the following:

Registered Massage Therapist, Podiatrist, Chiropodists, Acupuncturist, Chiropractor, Christian Science, Naturopath, Speech Therapist, Osteopath, Clinical Psychologist and Psychotherapist.

Effective January 01, 2021 paramedical coverage increases to a \$600.00 annual maximum.

Coverage of Hearing aids to a maximum of \$500.00 every five years.

(d) Services of a licensed physiotherapist to an annual maximum of \$1000.00 per eligible individual.

**(e) Major Medical Benefit**

The Major Medical Benefit portion of the plan is subject to a deductible of \$25.00 per family, per calendar year.

**Lifetime maximum cap is removed.**

The Major Medical expenses are subject to 80% reimbursement for the following covered expenses:

Services of a licensed physiotherapist

Services of a registered nurse

- charges for home nursing care, by a registered nurse (R.N.) or when unavailable a registered nursing assistant (R.N.A.) who:
- is not a member of your family; and
- does not normally live in your home;
- when ordered by a licensed doctor (M.D.) as medically necessary for a disability that requires the specialized training of an R.N. or R.N.A.

-charges for nursing care in a hospital if such charges are not covered under the insured person's Provincial Health Plan, by a Registered Nurse (R.N.) or when unavailable a Registered Nursing Assistant (R.N.A.) who:  
-is not a member of your family; and  
-does not normally live in your home.

Diagnostic and x-ray services, blood and blood plasma, oxygen and rental of equipment for its administration

Purchase of durable medical equipment, crutches, artificial limbs, etc., including elastic support stockings and orthopaedic shoes

Rental or purchase of a wheelchair, hospital bed or iron lung

Licensed ambulance, including air ambulance to and from the nearest hospital

Dental treatment for accidental injury to natural teeth

### **Expenses Not Covered:**

No payment is made for the following expenses:

Cost of a semi-private and a private hospital room

Convalescent or nursing home care

Drugs which can be purchased without prescription (with certain exceptions). For example: patent medicines, vitamins, health foods, cough and cold preparations, aspirin and similar products are ineligible.

### **General Exclusions**

The plan does not cover services and supplies in the following situations:

injury sustained by employees while working for pay or profit other than with their employer

injury of a dependent while working for pay or profit, any portion of medical expense covered under Workers' Compensation or similar program

services to which the patient is entitled without charge, or for which there would be no charge if there were no coverage

services, or portions thereof, provided under government sponsored programs

In the event that a service covered by a government sponsored program is suspended, the Extended Health Care Plan will not assume coverage of such service.

## **Co-ordination of Benefits**

Some employees and their dependants are eligible for benefits from other group type plans. In these cases, the benefits payable under all plans will be co-ordinated to ensure that the maximum benefits are made available but that the total amount paid does not exceed the actual expenses incurred.

Terms and conditions are more fully described in the governing insurance company policy.

## **APPENDIX "F"**

### **DENTAL CARE BENEFITS**

The Dental Care Plan provides for 90% coverage of the expenses for routine dental care and 75% of expenses for major dental care subject to a calendar year deductible of \$35.00 per person, but not more than \$35.00 per family to a maximum annual benefit of \$1,500.00. per person. Effective January 01, 2021 \$1,550.00 per person. Effective January 01, 2022 \$1,600.00 per person. Effective January 01, 2024 \$1,650.00 per person. Eligible employees and their dependants will be covered for expenses as follows:

#### **Routine Care**

Charges up to the maximum benefit for:

- . oral examinations, cleaning of teeth, fluoride treatments and bite wing x-rays: twice in any calendar year, but not more than once in any six month period for dependants under age 18, and not more than once in each nine months for adults, beginning September 1, 1994.

Scaling Units - Maximum scaling units will be 8 units per year. A unit of scaling to a maximum of fifteen (15) minutes.

- . full mouth series of x-rays: once every 24 months for dependants under age 18 and not more than once in each 36 months for adults.
- . extractions and alveolectomy (bone work) at time of tooth extraction
- . dental surgery
- . general anaesthesia and diagnostic x-ray and laboratory procedures required for dental surgery
- . amalgam, silicate, acrylic, composite and white fillings

- . necessary treatment for relief of dental pain
- . cost of medication and injections given in the dentist's office
- . space maintainers for missing primary teeth and habit breaking appliances
- . consultations required by the attending dentist
- . surgical removal of tumours, cysts, neoplasms
- . incision and drainage of abscess
- . endodontics (root canal therapy)
- . periodontal treatment (gum and tissue treatment)

### **Dentures, Crowns and Bridge Work**

Charges up to the benefit maximum for:

- . provision of crowns, inlays and onlays
- . dental implants
- . provision of an initial prosthodontic appliance (e.g. fixed bridge restoration, removable partial or complete dentures)
- . replacement of an existing prosthodontic appliance if:
  - (a) it is over five years old and cannot be repaired;
  - (b) it is a temporary one installed after the employee first became covered by the plan (in this instance the replacement is considered a permanent one);
  - (c) it is required due to the installation of an initial opposing denture after the date the employee became covered by the plan;
  - (d) it is required as a result of accidental injury after the employee became covered by the plan;
  - (e) the extraction of additional teeth, after coverage has begun, requires a new appliance. If the existing appliance can be made serviceable, only the expense for the portion required to replace the teeth extracted is covered.
- . Relines, rebases and repairs to existing dentures
- . Procedures involving the use of gold, only if such treatment could not have been carried out with the use of a reasonable substitute consistent with generally accepted dental practice. Where the use of gold is optional, the covered expense will be that of the customary substitute.

## **Other Dental Practitioners**

Dental care, services or supplies must be rendered and dispensed by a licensed dentist, except that:

- . scaling and cleaning of teeth may be done by a licensed dental hygienist; and
- . installation, adjustment, repair, relining or rebasing of full dentures, may be done by a denturist, denture therapist, technician or mechanic, who is registered and practicing within the scope of their license.

Charges for such health care, services and supplies will be deemed to be covered as follows:

The amount shown in the practitioner's fee guide for the province where the charges are incurred; or,

Effective November 1, 2003, the Suggested Fee Guide will be increased to provide reimbursement of covered dental costs according to the current Ontario Dental Association fee guide.

## **Alternative Services**

If alternative services may be performed for the treatment of a dental condition, the maximum amount payable will be the amount shown in the applicable suggested Fee Guide for the least expensive service or supply required to produce a professionally adequate result.

## **Predetermination of Benefits**

If charges for a planned course of treatment by a licensed practitioner would exceed \$300.00, proposed details and x-rays should be submitted to Maritime Life for approval. Failure to do so may result in payment of a lesser benefit amount because of the difficulty in determining the need for such treatment after it has been provided. Dental x-rays will be promptly returned to the dentist.

Course of treatment means one or more services rendered by one or more dentists for the correction of a dental condition diagnosed as a result of an oral exam starting on the date the first service to correct such condition is rendered.

## **Limitations**

No amount will be paid for charges for:

- . dental care which is cosmetic;
- . completion of claim forms;
- . broken appointments;
- . dental care covered under a medical plan provided by an employer or government which, in the absence of insurance, there would be no charge;
- . stainless steel crowns on permanent teeth;
- . oral hygiene instruction or nutritional counselling;
- . protective athletic appliances;
- . prostheses, including crowns and bridgework, and the fitting thereof which were ordered while the person was not insured, or which were ordered while the person was insured but which were finally installed or delivered after this benefit is discontinued or more than 31 days after termination of insurance for any other reasons;
- . a full mouth reconstruction, for a vertical dimension correction, or for diagnosis or correction of a temporomandibular joint dysfunction;
- . replacement of a lost or stolen prosthesis; or

## **APPENDIX "G"**

### **LONG TERM DISABILITY PROTECTION PLAN**

#### **1. Employee Eligibility:**

a) Must be a current active employee with permanent status and a minimum of two (2) years of continuous employment relationship.

b) For employees hired subsequent to October 27, 2003, the following service requirements shall apply:

(i) Must be a current active employee with permanent status and a minimum of two (2) years of continuous employment relationship.

(ii) For each year of cumulative compensated service an employee will be eligible to qualify for one (1) year of LTD coverage.

(iii) Following ten (10) years of continuous employment relationship, an employee will be eligible for LTD coverage or unless otherwise specified within the LTD Plan.



## 2. Requirements:

- a) Must exhaust all short term disability payments and vacation entitlement.
- b) Must apply for all wage loss replacement plans which includes but not limited to the company pension plan, Q/CPP and Workplace Safety and Insurance benefits if applicable.
- c) Must be determined to be unable to perform any work at Ontario Northland by the company physician.

## Benefit Provision:

- a) The plan will provide that an eligible employee is insured for benefits equivalent to 70% of their normal weekly earnings.
- b) Payments from the LTD Plan will be offset by any amount of income the employee receives due to their disability. This would include but would not be limited to payments received from the Company pension plan, Q/CPP and Workplace Safety and Insurance benefits. Disability coverage purchased by employees will not be included in this amount.
- c) Any retroactive adjustments from a wage loss replacement plan will result in the top up under the LTD plan being adjusted to reflect the overpayment. (For example, a six month retroactive payment in CPP disability benefits would result in an overpayment of the LTD top up which would then be either collected or the LTD top up would be reduced until the overpayment is recovered.)
- d) Employees eligible for LTD will have their Extended Health Care, Vision, Dental and Life Insurance employment benefits for which they were entitled immediately prior to the commencement of the LTD continued for as long as they qualify for LTD payments.
- e) Employees in receipt of LTD benefits may be required to undergo periodic medical examinations to verify that the employee's entitlement to receive, or to continue to receive, any long term disability benefits payable under this plan. Periodic medical examinations will be paid for by the company.

## Rehabilitation:

An employee in receipt of LTD benefits may be required to participate in a rehabilitative program developed in conjunction with the employee's ability and supported by the Company Physician. Such programs require the approval of the Company and may include:

- 1) work in a full-time or part-time occupation for compensation or profit while the employee is unable because of the disability to be actively at work at their own job, or
- 2) participation in non-remunerative vocational training or work for rehabilitation.

Payment:

Employees who participate in a rehabilitation program will continue to receive payments from the plan offset by any remuneration they may be receiving as a result of the rehabilitation plan. Employees who refuse to participate in a rehabilitation program will cease to be eligible for LTD.

Expenses:

Expenses incurred as a result of the rehabilitation plan, other than normal employment expenses, approved in writing in advance by the company, will be paid by the company.

Limitations:

Payment will not be made for a total disability which existed prior to the employee becoming eligible for coverage under the service requirements of this plan.

Exclusions:

LTD benefits will not be payable:

- a) In respect of an accident which occurs while the employee is performing any work for wages or profit other than on behalf of the company.
- b) For intentionally self-inflicted injury, or injury resulting from war, insurrection or participation in a riot.

Termination:

Coverage under the LTD plan will terminate upon the earlier of:

- a) recovery
- b) reemployment at a rate of pay equal to or greater than the LTD payments
- c) age 65.

While it is the company's intention to administer the program itself, the company reserves the right to insure the LTD plan or transfer the administration of this program to a third party administrator.

## **APPENDIX "H"**

### **VISION CARE BENEFITS**

The Vision Care Plan provides for 100% of the cost of eye wear to a maximum of \$250.00 in any 24 month period, or any 12 month period for dependents age 18 and under. The \$25.00 annual deductible does not apply to the vision care plan.

Effective January 01, 2021, the Vision Care Plan provides for 100% of the cost of eye wear to a maximum of \$300.00 in any 24 month period, or any 12 month period for dependents age 18 and under. The \$25.00 annual deductible does not apply to the vision care plan.

Charges for lenses (including shatterproof lenses) and frames, sunglasses, or for contact lenses and their replacement and laser treatment provided there is an actual need for change in their magnifying strength, when prescribed by an ophthalmologist or optometrist, up to the Benefit Maximum. No amount will be paid for anti-reflective coatings.

Services of an ophthalmologist or licensed optometrist to a maximum amount payable in any two consecutive contract years will be, \$75.00 per person.

## **APPENDIX "I"**

### **ELIGIBILITY QUALIFICATION AND PAY DIRECT PROVISIONS**

#### **LIFE INSURANCE**

##### **New Employees:**

A new employee becomes eligible on the first day of the month following the completion of 60 calendar days continuous employment relationship.

Note: The first day of training is considered as the first day of employment relationship.

##### **Monthly Qualification for Coverage:**

An eligible employee qualifies for coverage in respect of a particular month only if they render compensated service in that month.

##### **Extended Health Care, Dental and Vision Care Plan**

Employees will become eligible for extended health care benefits, dental care benefits and vision care benefits on the first day of the month following the completion of six months of continuous service.

## **Waiver of Premium:**

(i) An employee's basic coverage for life insurance, extended health, vision care, dental and weekly indemnity will be continued while they are drawing weekly indemnity benefits or Unemployment Insurance benefits under the provisions specified in Appendix "B" of this Supplemental Agreement for a maximum period of up to 12 months for each period of disability.

(ii) An employee's basic coverage for life insurance, extended health and dental will be continued while they are off work account WSIB disability for a period of absence consistent with the governing Canada Labour Code provisions.

(iii) In cases where leave of absence has been granted for employees occupying full time union positions, employees may maintain coverage during such leave by paying directly to their employer the monthly premium.

## **Dependent Eligibility**

To be eligible for insurance dependants must be insured under a provincial health insurance plan.

Dependants becomes eligible for insurance when the employee become eligible or, if acquired later, upon becoming a dependent.

The employee must be insured in order for their dependants to be insured.

A person may not be insured for health care, dental care and vision care benefits as a dependent of more than one employee; or both as an employee and as a dependent.

Dependent means a spouse or unmarried child under 21 (25, if regularly attending school and solely dependent upon the employee for support).

Spouse means a husband or wife by virtue of a religious or civil marriage ceremony; (if separated, spouse must be supported by the employee) except that, a person of the same or opposite sex living with the employee will be deemed to be the employee's spouse, if such person is publicly represented as the employee's spouse.

Child means:

- . a natural or legally adopted child; or,
- . a step child or other child, who is dependent upon the employee for support and lives with the employee in a regular parent child relationship.

## **Effective Date of Insurance**

Insurance for employees and their dependants will become effective on the date of eligibility.

If an employee is absent from work because of disability due to illness or injury on the date of insurance, or any increase in insurance would otherwise become effective, such insurance will not become effective until the date the employee returns to active full time work for one full day.

Insurance, or any increase in insurance, for a dependent (other than a new born child who becomes insured within 31 days of becoming eligible), who is confined in a hospital because of illness or injury on the date such insurance would otherwise become effective, will not become effective until the date such dependent is no longer so confined.

## **Direct Payment Provisions, Termination of Insurance and Continuation of Insurance**

1. The group Life, Accidental Death and Dismemberment and Weekly Indemnity benefits cease on the date the employee ceases to be an eligible employee, unless the Life or Weekly Indemnity benefits are extended due to eligible disability.

2. (a) Extended Health Care Plan, Vision Care and Dental coverage for employees and their dependants will be terminated as follow:

(i) resignation or dismissal, the date on which the employment relationship terminates;

(ii) Retiring and retired employees - The end of the month in which the retired employee reaches age 65 or, in the case of an employee retiring after age 65 pursuant to the pension regulations, the end of the month in which retirement takes place (within 6 months of turning 65).

(iii) leave of absence, lay-off, (except as provided below), and death, the last day of the month in which such leave of absence, lay-off or death occurs;

(iv) strike, the last day worked.

(b) (i) In cases of leave of absence for disability (and the employee is in receipt of Weekly Indemnity Benefits, Unemployment Insurance Sickness/Maternity Benefits or Workers' Compensation Benefits), coverage will be maintained at no cost to the employee for a period of six months from the end of the month in which the disability occurs. If disability continues past this period, employees may maintain coverage for a further six months by submitting the required payment directly to their employer.

(ii) In cases of lay-off and leave of absence in circumstances other than those in (i) above, employees may maintain coverage for a period of 12 months following the

date of lay-off or the granting of leave of absence, provided direct payment is made to their employer.

(c) With respect to dependants, the date on which a dependent ceases to be an eligible dependent.

3. Insurance for you and your dependants will also terminate when premium payments cease or when this plan is discontinued.

### **Continuation of Health Care and Dental Care Benefits for Incapacitated Children**

Health Care and Dental Care Benefits will continue beyond the date an unmarried child attains the limiting age for insurance, provided proof is submitted to Excelsior Life within 31 days after such date that such child:

- . is incapable of self-sustaining employment by reason of mental retardation or physical handicap;
- . became so incapacitated prior to attainment of the limiting age; and
- . is chiefly dependent upon you for support and maintenance.

Thereafter, such proof must be submitted to Excelsior Life, as required, but not more often than yearly.

### **Continuation of Health Care and Dental Care Benefits After Your Death**

Your dependants who are insured under this plan at the time of your death will continue to be insured while premium payments for such insurance are continued, but not beyond the earliest of:

- . the date such dependants cease to be eligible;
- . the date your spouse remarries (children will continue to be insured);
- . the end of the month after the date of your death; or
- . the date insurance for your dependants terminates for any reason.

Upon your death, benefits are payable to your spouse, if living, or to your child (or legal guardian).