

COLLECTIVE AGREEMENT #9

Between

**COCHRANE STATION INN
ONTARIO NORTHLAND**

and

**CAW-TCA - CANADA
LOCAL 103**

Expires December 31, 2010

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ARTICLE 1

Recognition

1.1 The Company recognizes the Union as the sole and exclusive bargaining agent with respect to wages, hours of work, and other working conditions, and this Agreement will pertain to all its hourly employees in the bargaining unit as outlined in the certificate awarded by the Ontario Labour Relations Board dated October 27, 1995.

1.2 The word "employee(s)" as is used in this Agreement means any hourly rated employee employed by the Company at the Cochrane Station Inn designated as desk clerk, housekeeper, or any other classification which may arise in this Agreement.

1.3 The Company will negotiate at all times necessary in the manner provided herein, with the chosen accredited representatives of the Union, for the purpose of determining any disputes which may exist or which arises as to wages, hours of work, working conditions, or any other question arising out of conditions of employment for the term of this Agreement.

1.4 The Union recognizes that Management has a right to manage the business, to exercise all the prerogatives of management, and without affecting the generality of the forgoing, it has the right to determine the size of and direct the workforce, to extend or curtail operations and to hire, promote or discipline, except to the extend the said rights and prerogatives have been specifically curtailed in this Agreement, the Company will not exercise its right in a manner inconsistent with this Agreement.

ARTICLE 2

No Discrimination

2.1 The Company and the Union agree that there shall be no discrimination, interference, restriction or coercion exercised or practiced with respect to any employee by reasons of age, marital status, sex, race, creed, colour, national origin, political or religious affiliations, disability, sexual orientation nor by reason of Union membership or normal activities by a Union representative.

ARTICLE 3

Harassment in a Workplace

3.1 The Union and the Company recognize the problem of harassment in the workplace and are committed to discouraging and preventing it. Harassment shall be that as defined by the Ontario Human Rights Code and shall be binding upon the parties in the workplace.

3.2 Complaints of harassment shall be handled immediately by the parties. The Company policy 6-T provides an avenue of redress available to the victim. It is also recognized that nothing in this Agreement nor the Company policy prevents an employee from seeking the assistance of the Local or National Union, the Ontario Human Rights Commission, or legal counsel.

3.3 The parties recognize that a victim of harassment may not always feel comfortable going through the normal channels for resolving the problem. Because of the sensitive, personal nature of harassment complaints, the victim may seek other assistance such as any local Union elected person or official, including members of the women's committee and human rights committee or any Company officer.

3.4 The Local Union President and the Local Chairperson must contact the CAW National Representative and, if necessary, they will meet with a senior Company officer to carry out an investigation.

3.5 In all cases, complaints will be handled with strict confidentiality and will be resolved as quickly as possible.

ARTICLE 4

Seniority

4.1 Employees shall accumulate seniority from the date of entry into the service on a position covered by this Agreement.

4.2 A seniority list showing the employee's seniority number, seniority dates in one or more classifications and date of hire will be updated semi-annually and will be posted at the workplace before January 31st and July 31st of each year, with a copy to the Union.

4.3 A new employee shall not be regarded as permanently employed until he/she has completed 500 hours of cumulative compensated service. In the meantime, unless removed for cause which, in the opinion of the Company renders him/her undesirable for its service, the employee will accumulate seniority. Such employees, who are released from the service for cause, may appeal in accordance with the grievance procedure.

4.4 Protests in regards to seniority standing must be made within 60 calendar days of the posting of the seniority list.

4.5 An employee holding seniority under this Agreement may, upon approval, be granted a leave of absence in accordance with the normal practices of the Company without loss of seniority unless otherwise provided.

4.6 An employee promoted to a permanent, non-scheduled, official, or excluded position shall continue to accumulate seniority on the seniority list from which promoted for a period of two consecutive years. Following this two year period in such capacity, such employee will no longer accumulate seniority but shall retain the seniority rights already accumulated up to the date of his/her promotion.

4.7 An employee of the Company elected or appointed to a full-time position in the local Union or National Union, CAW will be granted a leave of absence by the Company. Such leaves will remain in effect until notice to cancel such leave is given by the Union. Such employees shall have their seniority continued during such leave.

4.8 The Company will grant a leave of absence with pay to officers of the Union to attend to authorized Union business and will bill the Union monthly for reimbursement for payroll costs. Requests for leave, on the designated form, will be presented to the immediate Supervisor at least three days in advance.

4.9 An employee convicted of an offence will be granted a leave of absence for the period of his/her incarceration not to exceed 90 calendar days.

ARTICLE 5

Loss of Seniority

- 5.1** Seniority rights shall cease for any of the following reasons:
- a) If an employee voluntarily quits the employ of the Company.
 - b) If an employee is discharged for just cause and such employee is not reinstated pursuant to the provisions of the grievance procedure.
 - c) If an employee overstays a leave of absence or remains away from work without permission for a period of more than five consecutive working days, the employee shall be subject to discipline up to and including discharge, unless the employee has a justifiable reason for such absence.
 - d) If an employee fails to report for work in accordance with a notice of recall, or within seven working days after registered mailing date of such notice, whichever is later, unless a satisfactory reason is given.

ARTICLE 6

Layoff and Recall

6.1 When the staff is to be reduced, 14 calendar days notice will be given to employees holding regular assignments, unless such reduction is necessary due to a strike by or lockout of employees in the Railway, in which case, a shorter notice may be given. A copy of such notice will be provided to the Local Chairperson. Senior qualified employees in the classification will be retained in preference to junior employees.

6.2 Employees who are laid off will not lose their seniority as long as they remain available for work coming within the scope of their respective classifications. Laid off employees must assure that their current addresses and telephone numbers are left with the Supervisor Food Services.

6.3 When the staff is increased or vacancies are required to be filled, laid off employees will be recalled in order of their seniority. Employees failing to respond to recall in seven days at their last known telephone number or address, or failing to give satisfactory reasons for not doing so will forfeit their seniority.

6.4 Employees laid-off in one classification may continue to be available for work in another classification if such work is available per Article 8.4, Bulletining and Filling Positions and 10.10, Scheduling.

ARTICLE 7

Rates of Pay

7.1(a) Hourly Rates of Pay:

Effective:	<u>Date of Hire</u>	<u>Completion of Probation</u>	<u>After 2000 Hrs.</u>
Jan. 1, 2008	\$10.66	\$10.98	\$11.31
Jan. 1, 2009	\$10.77	\$11.10	\$11.43
Jan. 1, 2010	\$11.06	\$11.39	\$11.74

7.2 Shift Differential:

A shift differential of .30 cents for evening shift and .35 cents for night shift will be paid to employees over and above the regular hourly rate of pay as follows:

Evening Shift	.30 cents/hr
Night Shift	.35 cents/hr

The shift differential will not be utilized in computing the overtime rate of pay.

7.3 Training Allowance:

When employees are engaged in training new employees on the job, they will receive a premium of .50 cents per hour for all time so engaged.

ARTICLE 8

Bulletining and Filling Positions

8.1 Vacancies on regular assignments or newly created positions within the bargaining unit which are known to be of 30 calendar days or more in duration will be bulletined for a period of five days exclusive of Saturdays, Sundays and Holidays in a place accessible to all employees. The local chairperson will be consulted prior to posting.

8.2 Bulletins will include the following information:

- a) duration of assignment
- b) location of headquarters
- c) hours of work and starting time
- d) general duties of the position
- e) job classification and rate of pay
- f) effective date

8.3 Applications in writing must be submitted to the designated officer by closing date of the bulletin and the successful candidates will be advised of the outcome within five days of the closing of the bulletin, exclusive of Saturdays, Sundays and Holidays, unless otherwise provided.

8.4 The Company will fill positions based on the seniority and qualifications of the applicants. The Company will be the judge of qualifications and the employee may appeal selections in accordance with the grievance procedure. When there are no applications received from qualified employees in the classification, considerations will be given to employees in other classifications who have applied pursuant to clause 3. The names of the successful candidates will be posted.

8.5 Applications will not be accepted from employees creating the vacancies.

8.6 Employees will only be permitted to bid on vacancies within their classifications which represent a change in their rate of pay, rest days, or hours of work.

8.7 An employee, who is assigned to a position by bulletin, will receive full explanation and will be shown the duties of the position. He/she must demonstrate his/her ability to satisfactorily perform the work within a reasonable probationary period of up to 30 working days, which may be extended by mutual agreement, the length of time dependent upon the character of the work. Failing to demonstrate his/her ability to satisfactorily perform the work, the employee shall be returned to his/her former position without loss of seniority.

8.8 An employee returning to his/her former position from leave of absence or vacation may within five working days exercise his/her seniority rights to any vacancy bulletined during his/her absence, provided he/she has the qualifications to perform the work. Employees thus displaced may exercise seniority to any position they are qualified to fill as provided for under Article 8.4.

8.9 In the event that no employee from the bargaining unit makes application or where applicants from within the bargaining unit do not possess the qualifications to perform the normal requirements of the position, the junior qualified employee may be required to fill the vacancy, or the Company may hire from outside the bargaining unit to fill the vacancy.

ARTICLE 9

Hours of Work and Overtime

9.1 Unless otherwise provided, employees who are regularly assigned to work 40 hours per week will not be required to work in excess of 8 hours in a 24-hour period nor more than 40 hours in a week. Any hours worked in excess of 8 hours in a 24-hour period or 40 hours in a week will be paid for at the rate of time and one-half.

9.2 Employees who are not regularly assigned to work 40 hours in a week will have their hours of work averaged over a period of 14 calendar days consistent with the pay periods in practice within the Company and shall not exceed 80 hours in such 14-day period. Any hours worked in excess of 80 hours will be paid for at the rate of time and one-half.

9.3 Unless otherwise provided, employees whose hours of work are averaged will not be required to work less than 5 hours or more than 10 hours in a 24-hour period. Hours worked in excess of 10 in a 24-hour period will be paid for at the rate of time and one-half. Such hours will not be utilized in computing the 80 hours in the pay period.

9.4 When it becomes necessary for employees to work overtime, they shall not be laid off during regular hours to equalize the time.

9.5 Employees called or required to report for overtime work under this clause and reporting, whether used or not, will be allowed a minimum of three hours at prevailing overtime rates.

9.6 Where overtime work is continuous with, before or after, an employee's regular shift, such work will be assigned to the employee on duty or coming on duty as the case may be, provided that the work is not of three hours duration or more.

9.7 If the duration is more than three hours or is not continuous with a regular shift, a spare employee, if available, will be obligated to fill the requirement for service. When spare employees are not available, employees will be called on a seniority basis to work overtime.

9.8 Nothing herein is intended to prevent the Company from requiring the junior available employee in the classification to fill the requirement for service.

ARTICLE 10

Scheduling

10.1 Employees' weekly schedules shall be posted in advance no later than the Thursday prior to the commencement of the schedule. Management reserves the right to amend the schedules as necessary in accordance with the requirements of the service and the Union will be advised prior to changes being made. The Local Chairperson of the Union will be given a copy of the monthly schedule or the revised schedule.

10.2 In accordance with the requirements of the service and wherever possible, employees regularly assigned to work 40 hours in a work week will be assigned two rest days in each work week. A work week will mean the pay period between Sunday at 0001 hours to midnight on the immediately following Saturday.

An employee whose rest day has been changed shall be compensated at the prevailing overtime rates for working their former rest days in that work week.

10.3 Within a classification, the Company will offer and assign the longest shifts to employees with the most seniority. If a more senior employee declines a longer shift in favour of a shorter shift, the longer shift will be again offered on a seniority basis. The Company will offer and assign all available 40 hour shifts to the employees with the most seniority before implementing shifts of lesser hours.

10.4 In situations other than emergencies, the scheduled employees are entitled to 48 hours notice of any change in their respective work schedules.

10.5 In emergency situations which are beyond the control of the Company, as in the case of the failure of an employee to report for an assigned schedule, the Company may give notice of less than 48 hours but not less than 24 hours, when changing work schedules.

10.6 Employees who become aware that they are not going to be able to report for work as scheduled, are obligated to provide their Supervisor with notice at the earliest possible time, or have someone else notify their Supervisor on their behalf to allow the Supervisor time to cover the absence.

10.7 Employees whose schedules are changed without the advance notice specified cannot be disciplined if they advise that they cannot comply with the changed starting and finishing times for the first shift of the new schedule.

10.8 In situations where an employee has not been provided with notice of a change in their work schedule and the employee reports as scheduled before the change, the employee shall be provided with work or pay as follows:

- (i) three hours pay if not required to work
- (ii) scheduled hours of work but not less than five hours if required to work

10.9 When an employee is required for relief, part-time or extra work during a work week, employees in the classification who are not scheduled for five days work in that week will be offered such relief, part-time or extra work in seniority order before an employee is called for overtime. Notwithstanding anything to the contrary in this Agreement, such employees called for relief, part-time or extra work will not be paid overtime rates until they have worked 80 hours in a pay period.

10.10 When there are no employees in a classification available for relief, part-time or extra work before new employees are hired for such work, employees from other classifications who, in the opinion of the Supervisor, possess the qualifications, experience and ability to perform the work required and who have had less than 40 hours of work in the week shall be offered such work in order of seniority on a voluntary and straight-time basis.

10.11 Spare employees may be hired to supplement or relieve the regularly scheduled employees whenever operational requirements dictate and they shall come within the scope of this Agreement. They shall not be used to reduce the hours of regularly scheduled employees nor to replace employees who may be on laid-off status.

10.12 Spare employees called in to work, except to relieve regular assignments, will be paid actual hours worked with a minimum of three hours for each time required to work.

10.13 It is understood that employees are entitled to take rest breaks and lunch breaks during their tours of duties but it is also understood that the opportunity to take such breaks is contingent upon good customer services.

10.14 Except as provided in 10.2, employees whose hours of work are averaged will be assigned one rest day in every work week. Employees required to work on an assigned rest day as per posted schedule will be paid overtime rates. These hours will not be used in computing the 80 hours per pay period.

ARTICLE 11

Grievance Procedure

11.1 Should an employee subject to this Agreement believe he/she has been unjustly dealt with, or that any of the provisions of this Agreement have been violated, he/she shall within seven calendar days from the alleged unjust action, present the complaint to his/her immediate supervisor for adjustment.

Step 1

Failing satisfactory resolution of the complaint, the authorized local Union may, within 14 days, present the grievance in writing, on a form supplied by the Company, to the employee's supervisor, whose decision shall be rendered within seven calendar days.

Step 2

Within 21 calendar days following receipt of the decision rendered under Step 1 the authorized Local Union Representative may appeal the decision in writing to the Operating Department senior official, whose decision must be rendered within 21 calendar days.

11.2 Upon request from either party, reasonable effort will be made to have meetings within the allotted times.

11.3 A grievance not progressed within the time limits specified shall be dropped and shall not be subject to further appeal. Where, in the case of a grievance based on only a time claim, a decision is not rendered by the designated officer of the Company at Steps 1 or 2 within the time limits specified in such steps, the time claim will be paid.

Payment under such circumstances shall not constitute a precedent, or waiver of the contentions of the Company in that case or in respect of other similar claims.

11.4 The time limits specified in Steps 1 and 2 may be extended by mutual agreement between the parties referred to in each step.

11.5 All conferences between shop officials and authorized Local Union Representatives will be held by appointment and concluded during regular working hours without loss of earnings to committee representatives.

11.6 The Company will not discriminate against any employee who, as authorized Local Union Representatives, from time to time, represent other employees and will grant them leave of absence and free transportation over the Company's lines when delegated to represent other employees.

11.7 If an authorized Union Representative should consider that a provision of this Agreement has been violated, he/she may initiate a grievance, which shall be processed in accordance with the foregoing provisions of this Rule 34.

NOTE: Each party will notify the other of any changes in designated officers.

FINAL DISPOSITION OF GRIEVANCES

11.8 If a grievance is not settled to the satisfaction of either party through this grievance procedure, either party may within 10 calendar days of the decision at Step 2;

- a) request that the Minister of Labour for Ontario appoint a Grievance Settlement Officer (GSO) in accordance with the Ontario Labour Relations Act, who will confer with the parties to assist them in the resolution of the matter; or
- b) it may be referred to a single arbitrator by either party. Both parties will exchange lists of three proposed arbitrators. If the parties cannot agree on the selection of an arbitrator through this process, the Minister of Labour of Ontario will be asked to appoint an arbitrator who will hear the grievance as soon as possible. The decision of the arbitrator will be final and binding upon the parties; or
- c) follow the process as outlined in a) and if still unresolved may be referred to single arbitration within 10 days of the decision of the GSO as per b).

11.9 The arbitrator shall not have jurisdiction to add to, subtract from, modify, rescind or disregard any of the provisions of the Collective Agreement. Disputes arising out of proposed changes in rates of pay, work hours and conditions of service, modifications or additions to this Collective Agreement are specifically excluded from the jurisdiction of the arbitrator. The arbitrator, however, in respect of a grievance involving a penalty, shall be entitled to modify such penalty as in the opinion of the arbitrator is just and equitable.

11.10 The parties shall pay their own respective expenses and shall also equally share the fees and expenses of the arbitrator or the GSO.

11.11 A grievance alleging improper discharge or suspension of an employee may be lodged through the Union President within five days following the decision to discharge or suspend. Such appeal shall commence at Step 2 of this grievance procedure.

11.12 Group grievances or Union policy grievances may also be initiated in accordance with this grievance procedure.

ARTICLE 12

Discipline

12.1 When it becomes necessary to discipline an employee, he/she will be called to a disciplinary interview. A Committee person of the Union shall be present at the disciplinary interview.

12.2 The employee will be informed in advance of the purpose of the interview so that he/she may have time to confer with his/her Committee person prior to the commencement of the interview.

12.3 All assessments of discipline shall be in writing to the employee with a copy to his/her Committee person and a copy placed on his/her file.

12.4 Recorded discipline against an employee will be removed from an employee's record in the manner prescribed in the Company policy.

- a) Any written reprimand, warning or caution, or the like, will be removed from the employee's record following a period of 10 months of discipline-free performance from the date of such written reprimand, warning or caution, or the like.
- b) Demerit marks will be removed from the employee's record following a period of 12 months of discipline-free performance from the date of such demerit marks, to a maximum of 20 demerits. Suspension or the like will be removed from the employee's record following a period of 12 months of discipline-free performance from the date of such suspension or the like.
- (c) Discipline will be expunged from an employee's personnel record following a period of 48 months of discipline-free performance.

ARTICLE 13

Strikes and Lockouts

The Company and the Union agree that no strike or lockout will be called or authorized by either party until all of the provisions of Ontario Labour Relations Act with respect to strikes and lockouts have been fulfilled.

ARTICLE 14

Statutory Holidays

14.1 An employee who qualifies in accordance with Clause 2 hereof, shall be granted a holiday with pay on each of the following general holidays:

New Years Day
Day after New Years
Good Friday
Easter Monday
Victoria Day
Canada Day
Civic Holiday
Labour Day
Thanksgiving Day
Christmas Day
Boxing Day

The amount of pay for which qualified employees are entitled shall be eight hours pay at his/her regular rate of pay.

14.2 In order to qualify for pay for any of the above holidays, an employee:

- a) must have been an employee for three months or must have at least 500 hours of cumulative compensated service,
- b) must have worked at least 10 tours of duty in the four weeks immediately preceding the holiday,
- c) must have worked his/her regular assigned shift or tour of duty immediately preceding and following the holiday and,
- d) must be available for duty on such holiday.

14.3 An employee qualified under clause 14.2 who works on the holiday shall be paid at the rate of time and one-half for all hours worked in addition to his/her regular wages for the assignment.

14.4 Employees will have the option of banking five statutory holidays to be used at random subject to the following:

- a) Time off is to be arranged with the supervisor.
- b) All banked days are to be used by November 30 of each year. Any Unused statutory holidays will be paid in a following pay period.
- c) Random use of banked statutory holidays cannot be used in the months of June, July, August or December.

ARTICLE 15

Vacation

15.1 Employees with less than 2000 hours of cumulative service will be granted 1 working day vacation for each 200 hours of cumulative service with a maximum of 10 working days.

15.2 An employee who, at the beginning of the calendar year, has maintained a continuous employment relationship for at least seven years shall be granted 15 days vacation with pay.

15.3 Applications for annual vacation shall be filed prior to February 1st of each year.

15.4 The vacation period for employees will be from January 1st to December 31st of each year. If it is necessary to change the vacation period, the Company will consult with the Union prior to posting a revised vacation period for the following year.

15.6 An employee terminating his/her employment for any reason at a time when an unused period of vacation with pay stands to his/her credit shall be allowed vacation calculated to the date of his/her leaving the service, as provided for in Article 22.1 and, if not granted, will be allowed pay in lieu thereof.

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

ARTICLE 16

Bereavement Leave

Upon the death of an employee's spouse, child or parent, the employee will be granted five days leave with pay for accrual time lost.

Upon the death of an employee's brother, sister, step-parent, step-sister, step-brother, grandparent, spouse's grandparent, father-in-law, mother-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law or grandchild, the employee will be granted three days leave with pay for actual time lost.

Family Leaves

Upon submission of a certificate issued by a qualified health practitioner indicating that a family member has a serious medical condition and there is significant risk of death occurring within a period of 26 weeks, an employee will be entitled to take up to eight weeks of unpaid leave in order to provide care and support to that specified family member.

Family members will be defined as those contained above.

Employees covered by this Agreement and those dependent upon them for support, will be given free passenger rail transportation. This does not refer to special free transportation which may be issued to employees in train service on account of the necessary requirements of that service.

Where an automobile mileage allowance is paid, such allowance will be in accordance with the Company's policy but no less than \$0.34 per km.

ARTICLE 17

Jury Duty

17.1 An employee who is summoned for jury duty or court attendance (not as plaintiff, defendant or voluntary witness) and is required to lose time from his/her assignment as a result thereof, shall be granted time off with pay for all actual time lost to a maximum of 60 working days, less the amount allowed him/her for jury duty for each such day, excluding allowances paid by the court for meals, lodging or transportation, subject to the following requirements and limitations.

- a) An employee must furnish the Company with a statement from the court of jury allowances paid and the days on which jury duty was performed.
- b) 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 his/her vacation dates may reschedule his/her vacation because he/she is called for jury duty.

17.2 Employees assigned to the midnight shift or the afternoon shift shall not be required to report for duty on days summoned for jury duty or court attendance.

ARTICLE 18

Injured at Work

18.1 An employee who is injured at work and is unable to complete the balance of his/her shift or tour of duty shall be paid for his/her full shift or tour of duty at the straight time rate of pay or overtime rate of pay for overtime.

ARTICLE 19

Uniforms/Clothing

19.1 When uniforms are required by the Company, they will be provided at no cost to employees who have completed the probationary period, as well as subsequent essential replacements. When uniform clothing is so supplied to an employee, he/she will be responsible for protection against loss and maintenance of same in a clean, neat and repaired condition.

19.2 Any employee who has been supplied with uniform clothing will be required, upon leaving the service or when requested by an authorized representative of the Company, to return same.

ARTICLE 20

Health and Welfare

20.1 Effective on the first of the month following ratification of this Agreement, all employees in the bargaining unit will be entitled to be enrolled in the Benefit Plan covering CAW Local 103 (Shops). Any improvements or amendments to the Plan are applicable to Hotel Employees except that:

- a) Hotel employees will not be required to pay a portion of the monthly premiums for benefits and,
- b) Hotel employees will not be insured for semi-private hospital or out-of-province (country) coverage.

ARTICLE 21

Union Security

21.1 The Company shall deduct on the payroll for the pay period which contains the 24th day of each month from wages due and payable to each employee coming within the scope of this Collective Agreement an amount equivalent to the monthly Union dues as provided under the constitution of CAW-Canada.

21.2 All dues and initiation fees deducted must be remitted to the Local Union Financial Secretary within 40 calendar days of the deduction along with a list of the names, addresses and telephone numbers and the amount of each deduction.

21.3 The Company will also supply a list of those members who did not have Union dues deducted and the reason why no deduction was made. If the wages of an employee payable on the payroll for the 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 Company in such month. The Company shall not, because the employee did not have sufficient wages payable to him/her on the designated payroll, carry forward and deduct from any subsequent wages the dues not deducted in earlier month.

21.4 The Financial Secretary of the Local Union will, with 60 days notice, notify the Company of any change in the amount of Union dues and/or initiation fee to be deducted in line with constitutional requirement of the National Union.

21.5 Deductions for new employees shall commence on the payroll for the first pay period which contains the 24th day of the month following the date of hire.

21.6 The Union agrees to indemnify and save the Company harmless against all claims or other forms of liability that might arise out of, or by reason of, deductions made or payments made in accordance with the Collective Agreement, or by reason of

the Company providing any personal information as required by this Collective Agreement.

ARTICLE 22

Continuation of Benefits on Retirement

22.1 Effective April 23, 2008 Health and Welfare benefits applicable to active employees will continue until age 65 for employees:

- a) Retiring with a Company pension and who have 15 years of continuous employment relationship, or
- b) Who qualify for a Disability Pension under Ontario Northland's Pension Plan.

NOTE: Employees who retired prior to April 23, 2008 will have continuation of benefits that were applicable upon his / her retirement date up to age 65.

ARTICLE 23

Printing of Agreement

The Company will undertake the responsibility for the printing of the Collective Agreement from time to time as necessary and will assume the costs of such printing.

ARTICLE 24

Duration

This Collective Agreement will continue in force until December 31, 2007 and thereafter subject to three months' written notice to amend, revise or terminate any or all of its provisions by either party on or before September 30, 2010.

Signed this 23rd day of April, 2008

For CAW-Canada:

For the Company:

Signed

Signed

Brigitte Gale
CAW Local 103

Brian Kelly
President, Local 103

Steve Carmichael
President ONTC

Letter of Understanding

RE: Reinstated Grievances

During negotiations, the parties acknowledged the desirability of ensuring prompt, fair and final resolution of employee grievances. The parties also recognize that the maintenance of a stable, effective and dependable grievance procedure is necessary to implement the foregoing principle to which they both subscribe. Accordingly, the parties view any attempt to reinstate a grievance properly disposed of as contrary to the purpose for which the grievance procedure was established and violative of the fundamental principles of collective bargaining.

However, in those instances where the National Union (CAW-Canada), either by its (i) Executive Board, (ii) Public Review Board or (iii) Constitutional Convention Appeals Committee has reviewed the disposition of a grievance and found that such disposition was improperly effected by the Union or a Union representative involved, the National Union may inform the Manager Labour Relations in writing that such grievance is reinstated in the grievance procedure at the step at which the original disposition occurred.

It is agreed, however, that the Company will not be liable for any claims for damages, including back pay claims, arising out of the grievances that either (i) are already barred under the provisions of the aforementioned Agreement at the time of the reinstatement of the grievance or (ii) that relate to the period between the time of the original disposition and the time of reinstatement as provided herein. It is further agreed the reinstatement of any such grievance shall be conditioned upon the prior Agreement of the Union and the employee or employees involved that none of them will thereafter pursue such claims for damages against the Company in the grievance procedure, or in any court or before any Federal, Provincial or Municipal agency.

Notwithstanding the foregoing, a decision of the Impartial Chairperson of the Appeal Board or any other arbitrator or any grievance shall continue to be final and binding on the Union and its members, the employee or employees involved and the Company and such grievance shall not be subject to reinstatement.

This letter is not to be construed as modifying in any way either the rights or obligations of the parties under the terms of the aforementioned Agreement except as specifically limited herein, and does not affect sections thereof that cancel financial liability or limit the payment or retroactively of any claim, including claims for back wages, or that provide for the final and binding nature of any Appeal Board or other grievance resolutions.

It is understood that this letter and the Company's obligations to reinstate grievances as provided herein can be terminated by either party upon 30 days' notice in writing to the other.

Signed at North Bay, this day of 1996.

For National Union (CAW-Canada):

For the Company:

Brian Feil,
National Representative

K. J. Wallace

May 1, 1996

Mr. B. Stevens,
President,
CAW, Local 103

Dear Mr. Stevens:

This letter confirms our discussions during the current round of bargaining concerning the matter of Occupational Health and Safety.

The Company, the Union and the employees will make every effort to comply in a timely manner with all applicable legislation pertaining to health and safety of the employees.

The Union and the Company agree to actively promote measures to assure the health and safety of all employees.

Yours truly,

Michael Restoule
Manager Labour Relations

STATEMENT OF COMMITMENT

Early Return to Work

The Canadian Auto Workers Local 103 and Management of the I Department care about the well being of their members and employees. We each acknowledge that employees who become disabled want to return to work as soon as possible and the sooner and employee returns to work the sooner they are more likely to fully recover. As a consequence, the parties have jointly taken this pro-active approach and developed the attached ERTW program which is consistent with Company policy 6-P and CAW Wage Agreements, to accommodate Department employees who become disabled.

S. Carmichael
for Ontario Northland

Brian Kelly
for CAW Local 103

Early Return to Work

The purpose of an early return to work program is to return the employee to their regular assignment as soon as possible. Early return to work is a program which enables employees to return to work before they have fully recovered from an injury or illness and who are expected to be able to return to their regular assignment, to return to work. The accommodation of the employee's restrictions can include modifying the employee's regular assignment, or temporarily assigning the employee to alternative employment which meets their restrictions.

Communication and Training

One of the key components to the success of this ERTW program is jointly developing and implementing a communication strategy. To that end all I Departments employees and supervisors will attend training sessions where they will receive the Statement of Commitment and this written process. Copies will also be posted on bulletin boards throughout the Departments system.

Process

As soon as possible following the cause of lost time as the result of an injury or illness, the employee and his/her immediate supervisor will jointly develop a contact strategy which would include such things as follow up from medical appointments or significant changes in status, this will be forwarded to the Joint Committee. Access to any and all ERTW forms shall be strictly limited to the ERTW Joint Committee and those management personnel identified by the ERTW Committee.

Employees who are ready to return to work with restrictions will submit a completed Early Return to Work form to his/her immediate supervisor and the Union. If the restriction can be accommodated by the supervisor, then the employee would return to work on the modified assignment for the time frame specified on the ERTW form, subject to the follow up identified in the completed form

If the supervisor is unable to accommodate the restrictions or is unable to determine whether the restriction can be accommodated within two (2) working days (a), the Joint ERTW

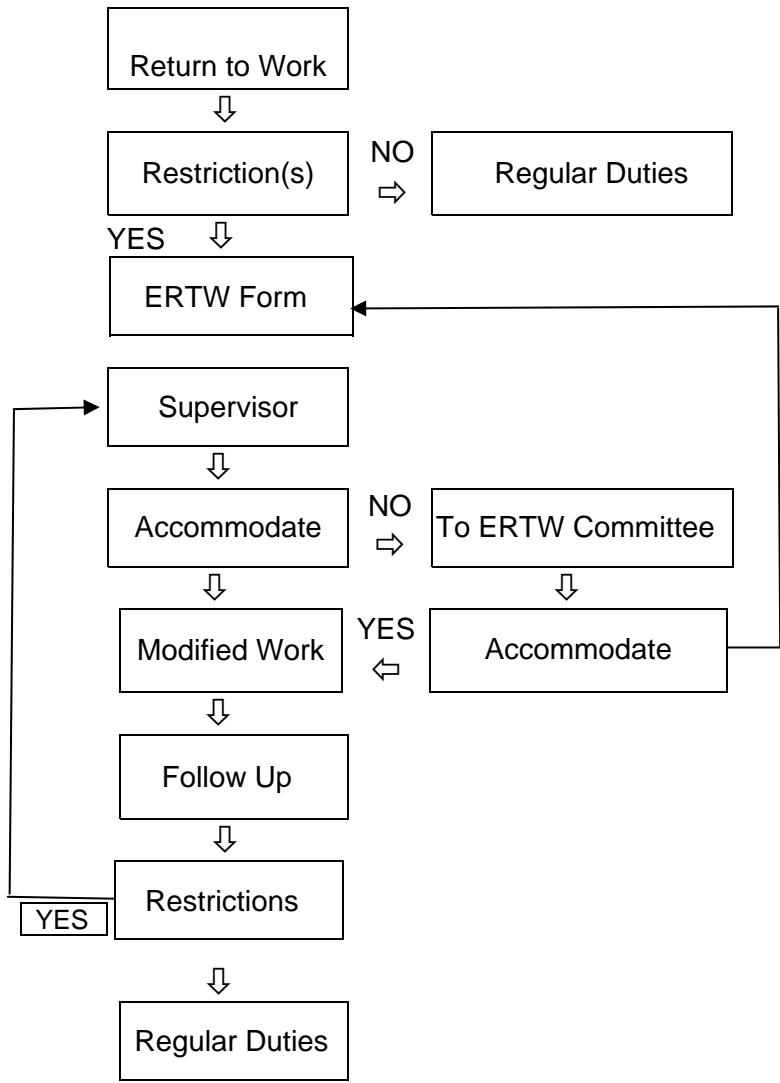
Committee consisting of 1 Department rep, 1 HR rep and 1 CAW rep, will conduct a review to consider broader opportunities or alternative employment within the Department, mindful of seniority, work requirements and employee's abilities.

If the Joint ERTW Committee is unable to find a suitable placement within two weeks, this will be communicated to the employee identifying reasons why they are unable to accommodate, this could include that further information is required, further recovery is needed or no work is available. If the ERTW Committee determines that an accommodation cannot be made within the two week time frame, the employee shall remain on the applicable wage replacement program in accordance with the collective agreement or WSIB. If the ERTW Committee makes a recommendation to accommodate an employee, it shall be done forthwith.

Temporary accommodations may last up to six months and any reassessment or follow up will be established by the medical community on an individual basis. Employees on long term accommodation (more than 6 months) shall be reviewed by the ERTW Committee once a year to establish if there has been any changes in the employee's condition that could affect the accommodation. Should additional accommodation be required, the Committee will again conduct a review to include any new or additional information. For longer term accommodation, medical reassessment may be required at six month intervals on an individual basis.

Any costs associated with the completion of the ERTW form will be borne by the Company. Wages for appointments or treatments required to assist the employee in returning to their regular assignment will be continued by the Company. When it is necessary for these appointments to be made during working hours, every effort should be made to have these appointments at the beginning or end of the employee's shift.

(a) With the establishment of this program, we will attempt to provide a response from the supervisor within two days. This time frame will be reviewed to determine whether the time frame is suitable.



Top – Up Pay for Early Return to Work Program

As an incentive for employees to participate in the negotiated ERTW program, it is agreed that effective February 22, 2005 all CAW Local 103 bargaining unit employees participating in this program will have their pay topped up in accordance with the following:

Actual Hours Worked	Top up percentage of hourly, daily, weekly or bi-weekly rate
4 to 5.5 hours	75%
Over 5.5 to 6.5 hours	85%
Over 6.5 to 7 hours	90%

Greg Stuart
Director of Human Resources

I concur:

Brian Kelly
President CAW Local 103

COMPANY PAID MEDICAL FORMS

February 19, 2003.

Mr. A. Mitchell
President
CAW Local 103

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

Greg Stuart
Director Human Resources

**Memorandum of Understanding between
Ontario Northland Transportation Commission and
CAW Local 103 and all its bargaining units.**

Memorandum of Understanding Employment Equity

This Memorandum of Understanding supplements the Collective Agreements between Ontario Northland Transportation Commission and the National Automobile, Aerospace, Transportation and General Workers Union of Canada (CAW-Canada), and its Local Union 103, as follows:

Whereas, the parties affirm their commitments to extend equal opportunity for employment to all people despite differences in gender, race, ethnicity, or disability.

Whereas, the parties recognize that it is the right of Management to hire, promote and assign qualified candidates subject to the terms and conditions of the Agreement, the parties agree to undertake certain joint activities to further implement these and other nondiscriminatory policies following ratification of this Agreement.

Therefore, it is hereby agreed as followed:

A joint Committee, hereinafter referred to as the Diversity and Community Access Committee, will be established with jurisdiction across all ONTC – CAW bargaining Units. The Committee consists of one (1) representative selected by the CAW from within the existing representation structure and one (1) Management representative. The Local President and Director of Human Resources will act as ex-officio members of the Committee.

The bargaining unit member on the Committee will be excused from regular work assignments when required and will be paid by the Company at the Coordinator's rate of pay when so engaged.

It is recognized that the Committee will require ongoing assistance and direction. Accordingly, the CAW member of the Committee will have access to CAW National training and material which may be brought to the Committee for consideration in any of its deliberations.

CAW Diversity and Community Access Coordinator may also attend the annual five (5) day CAW meeting designed to update committee members on the latest developments and strategies in the field.

The Diversity and Community Access Committee shall:

- (a) Devote attention to the designated groups.
- (b) Play a role in the development and implementation of the joint Employment Equity Plan. This role could include information gathering, barrier identification,

recruiting strategies, the development of goals and timetables, and other elements of the plan.

- (c) Develop a communication strategy to educate and update employees on equity issues.

Members of the Committees may:

- a) Participate in community and/or school career awareness programs designed to inform people about potential employment opportunities at Ontario Northland Transportation Commission.
- b) Established and maintain working relationships with local designated group organizations.
- c) Develop informational communiqués to encourage designated group members to apply for technical and skilled positions.
- d) Identify the type(s) of technical jobs which would require training. Make recommendations to the local parties after considering the availability of community resources.
- e) Consult with the established Joint Apprenticeship Committee to develop and implement a pre-apprenticeship training program for designated group members.

Diversity and Community Access Programs

During current negotiations, the Company and the Union reaffirmed their commitment to Employment Equity.

While the parties recognize that there is increasing representation of the four (4) designated groups within each respective bargaining unit, the ONTC and the CAW agreed that they must augment their efforts aimed at achieving a representative number of women, visible minorities, persons with disabilities, and aboriginal persons throughout the respective worksites.

The parties agree that a diverse workforce is beneficial and desirable, and that their pro-active efforts on employment equity are fundamental to the Company. The parties are committed to jointly develop an Employment Equity Plan on behalf of CAW bargaining units at Ontario Northland by year end 2005. This plan will include the following:

- ◆ an up-to-date census
- ◆ a workforce analysis and review of employment systems
- ◆ the identification of systemic barriers to the designated groups
- ◆ a review of current recruitment, promotion and training practices

- ◆ development of appropriate educational and training material for delivery by the Committee and supervisory staff.
- ◆ goals and timetables for hiring the designated groups
- ◆ goals and timetables for reducing or eliminating systemic barriers to the designated groups
- ◆ accommodation for people with disabilities in conjunction with established ERTW Committee
- ◆ identification of positive measures such as work and family measures, skills updating, pre-apprenticeship training etc., that could help retain and advance the designated groups in the ONTC workforce.
- ◆ an annual review procedure to monitor the progress of the program.

Agreed to this 22nd day of February, 2005

Greg Stuart
Director of Human Resources

Brian Kelly
President CAW Local 103

Memorandum of Understanding between the ONTC and its Unions relating to the introduction and use of Close Circuit Television (CCTV) at various locations and facilities

As expressed at the 20 December 2001, GCA/Senior Management meeting, a corporate decision has been made to introduce the use of close circuit television (CCTV) at specific locations.

Currently one camera will be installed at each location in North Bay, Englehart, and Cochrane rail complexes. They will be suitably located to cover the entrance and attendant areas of these facilities for the purposes of law enforcement and/or public safety. Additional CCTV's may be installed at other locations where there is documented requirement, and the Unions will be so advised in advance of any installation.

No CCTV will be directed to intrude into any work area wherein our employees normally work. The reception equipment will be located in North Bay, within secure premises, under the absolute control of the ON Police Services staff. No other staff will be permitted access to CCTV monitors, recorded data, nor will the recorded images be made available to any other Commission department for any purpose other than law enforcement. This CCTV system will not be utilized for the purposes of supervising employee activities, nor will they be used at any time for disciplinary purposes.

The recorded data will be stored on a stand alone computer located within secure premises in North Bay. Access to this computer will be restricted to ON Police staff or other Security staff who have been authorized in writing by the Chief of ON Police Services. Recorded images which do not relate to law enforcement activities will be erased within a 72 hour period. Images which directly relate to law enforcement activities will be retained for a period of time, not exceeding one year. A log will be maintained to record the access to, and use of, the recorded material to enable a proper audit trail.

Signs will be posted at the perimeter of the areas being covered by video surveillance to provide public notice of this activity. The signs will also contain the name, address, and telephone number of a member of the ON Police Services for contact purposes.

I trust these parameters will satisfy the concerns raised by the Unions.

Yours truly,

Steve Carmichael
ONTC President

February 22, 2005

Letter of Understanding
Drug, Alcohol, or Genetic Testing

Brian Kelly
Local President
CAW Local 103

Dear Mr. Kelly:

This will serve to confirm our discussions during the 2004/05 round of negotiations and our commitment to not implement any drug, alcohol or genetic testing for active employees for employment or medical surveillance purposes.

The Company did explain that their commitment would not act to limit the jurisdiction of an Arbitrator appointed pursuant to this Collective Agreement to order such an individual program as part of reinstatement conditions.

If you agree that this adequately addresses your demand, please sign to acknowledge your concurrence.

Yours truly

Greg Stuart
Director Human Resources

I concur

Brian Kelly
President CAW Local 103

February 22, 2005

Mr. Brian Kelly
President CAW Local 103

Dear Mr. Kelly:

Attached is Amendment 16 to the ONTC Contributory Pension Plan which established the Pension Board's role as one of making recommendations to the Commission on plan design. It is the Company's intent to ensure that there is a complete review of the pension plan and a comparison of our plan to other plans in order to modernize the pension plan.

It is our expectation that the Pension Board will be involved in this review.

Sincerely,

Greg Stuart
Director Human Resources

Amendment #16

"17.02 Powers and Proceedings of the Board

The Board may make recommendations to the Pension Committee respecting the amendment, alteration, or recession of any Regulation, or the adoption of a new Regulation. When approved by the Pension Committee, such recommendations will be forwarded to the Commission and, if approved by the Commission, such recommendation will be forwarded to the Lieutenant Governor in Council of the Province of Ontario for consideration. When approved by the Lieutenant Governor in Council by order-in-council, such recommendations shall have the same force and effect as though included herein."

February 22, 2005

Mr. Brian Kelly
Local President
CAW Local 103

Dear Mr. Kelly:

This will serve to confirm our discussions during the 2004/05 round of negotiations regarding providing employment opportunities to Station Inn employees in On Board Service positions. It is agreed that employees with former On Board Service experience will be given the opportunity to bid on vacant positions prior to hiring students.

This will not serve to prevent other employees in service from applying for On Board Job Opportunities through the normal protocol.

Yours truly,

Gord Ryan
Director Passenger Services

April 21, 2008

Mr. Brian Kelly
President
CAW Local 103

Dear Mr. Kelly,

RE: Probationary Employees Work Performance

During the 2008 round of bargaining, discussions took place regarding the evaluation of CAW employees while in their probationary period. It was agreed that the Company would conduct two evaluations as outlined in Policy 6-R.

If it is determined that the employees' employment with the Company is to be terminated, the Union will be provided copies of the evaluation forms to support the decision to terminate.

The union accepts that the company has met its obligations under the Collective Agreement on Union representation and on fair and impartial investigation if this process is followed.

I trust this is an accurate reflection of our discussions.

Yours truly,

Greg Stuart
Director Human Resources

Mr. Brian Kelly
President CAW Local 103

Dear Mr. Kelly

During negotiations we discussed the leave provisions in the various collective agreements represented by your local.

It was the position of the company that the existing leave provisions did not need to be adjusted in order for an employee to take a leave of absence in the event of an emergency. This letter is to confirm that no employee will be unjustly denied leave when requested due to an emergency.

I trust this reflects our discussions.

Sincerely,

Greg Stuart
Director of Human Resources

Mr. Brian Kelly
President CAW Local 103

Dear Mr. Kelly

RE: Human Rights

During the 2008 round of bargaining the company and union discussed the process to follow in the event a human rights complaint could not be resolved at an informal level.

In the discussions it was agreed that a process would be developed to investigate formal complaints through the use of a third party. It is anticipated that the third party will be selected through an RFP process and that the President of CAW Local 103 will participate in the selection of the mutually agreeable third party provider. During these discussions it was also agreed that any investigation done by the third party investigator would meet the company's obligations under the respective collective agreements' investigation language. Should discipline be assessed as a result of the investigation the union shall have the right to grieve the discipline in accordance with the collective agreement.

The parties further agreed to meet following negotiations to ensure the implementation of a mutually agreeable process by September 1, 2008.

I trust this accurately reflects our discussions.

Sincerely,

Steve Carmichael
President

Letter of Understanding

April 22, 2008

Mr. B. Kelly
President
CAW Local 103

This letter is in reference to the discussions during the 2008 round of bargaining with regard to the payment of Company/Carrier requested medical forms. To clarify the previous LOU dated January 20, 2003, it was agreed that the Company would bear the cost of any medical forms necessary for the ongoing adjudication of a claim, except for the initial "Part B" form when an employee is applying for Weekly Indemnity Benefits.

I trust this accurately reflects our discussions.

Greg Stuart
Director Human Resources