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Agreement
 made and entered into this 1st day of February, 1995
 BETWEEN:
ALGOMA CENTRAL RAILWAY INC.
 (hereinafter referred to as the "Employer"),

of the FIRST PART

-and-

BROTHERHOOD OF LOCOMOTIVE ENGINEERS

-and-

BROTHERHOOD OF MAINTENANCE OF WAY EMPLOYEES

-and-

**INTERNATIONAL ASSOCIATION OF MACHINISTS
 AND AEROSPACE WORKERS**

-and-

**INTERNATIONAL BROTHERHOOD OF BOILERMAKERS
 IRON SHIP BUILDERS, BLACKSMITH, FORGERS AND HELPERS**

-and-

**INTERNATIONAL BROTHERHOOD OF FIREMEN AND OILERS
 AND ALLIED WORKERS**

-and-

**NATIONAL AUTOMOBILE AND AGRICULTURAL IMPLEMENT
 WORKERS UNION OF CANADA (CAW CANADA)**

-and-

**TRANSPORTATION COMMUNICATIONS INTERNATIONAL
 UNION SYSTEMBOARD**

-and-

UNITED TRANSPORTATION UNION

(hereinafter referred to as the "Unions")

of the SECOND PART

JAN 23 1996

10242(01)

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IRON SHIP BUILDERS, BLACKSMITH, FORGERS AND HELPERS**

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19
9/6/95

INDEX

ARTICLE	PAGE
1 PURPOSE.....	1
2 RECOGNITION.....	1
3 MANAGEMENT RIGHTS.....	2
4 DEDUCTION OF DUES.....	3
5 NO STRIKES OR LOCK-OUTS.....	5
6 NO DISCRIMINATION.....	5
7 SENIORITY.....	5
8 POSTING.....	7
9 INVESTIGATION & DISCIPLINE.....	8
10 TRANSPORTATION & LEAVE OF ABSENCE.....	11
11 JURY DUTY.....	11
12 BEREAVEMENT LEAVE.....	12
13 ANNUAL VACATION.....	13
14 HOLIDAYS.....	14
15 OVERTIME.....	14
16 HEALTH & WELFARE.....	15
17 EXPENSE REIMBURSEMENT.....	17
18 PAY DAY.....	18
19 MONTHLY SALARIES.....	18
20 PRINTING OF AGREEMENT.....	18
21 NOTICEBOARDS.....	19
22 INJURED ON DUTY.....	19
23 TERM OF AGREEMENT.....	19
24 SCHEDULE "A" JOB CLASSIFICATIONS & MONTHLY SALARIES.....	19
LETTER OF UNDERSTANDING #1.....	24

ARTICLE 1

PURPOSE

- 1.01 The purpose of this Agreement is to provide orderly collective bargaining relations between the Employer and its employees covered by this Agreement through the Unions signatory hereto, to secure prompt and fair disposition of grievances, to secure the efficient operation of the Employer's business without interruption or interference with work and to provide fair salaries, hours and working conditions for the employee. It is recognized by this Agreement to be the duty of the Employer, the Unions and the employees to cooperate fully, individually and collectively for the advancement of the said conditions.
- 1.02 In this Agreement words importing the singular shall include the plural and vice versa where the context requires. Words importing the masculine gender shall include the feminine where the context requires.

ARTICLE 2

RECOGNITION

- 2.01 The employer recognizes each of the following Unions as the respective bargaining agent for those employees in the classifications designated:

1. Transportation

BLE - Engineer A
BLE - Engineer B
UTU - Conductor A
UTU - Conductor B
TCIU - Rail Traffic Controller

2. Mechanical

IAM - Motive Power Mechanic - Lead
IAM - Motive Power Mechanic
IAM - Motive Power Mechanic Apprentice
LBB - Motive Power Mechanic - Lead
LBB - Motive Power Mechanic
LBB - Motive Power Mechanic Apprentice
CAW - Car Mechanic - Lead
CAW - Car Mechanic
CAW - Car Mechanic Apprentice

3. Engineering

- IAM** - Machine Operator/Mechanic A
- IAM** - Machine Operator/Mechanic Apprentice
- BMWE** - Machine Operator B
- IBF&O** - General Labourer
- BMWE** - Production **Gang** Foreman
- BMWE** - Track Foreman
- BMWE** - **Track** Labourer
- BMWE** - B&B Foreman
- BMWE** - B&B Tradesman
- TCIU** - Technician A
(Communications & Signal)
- TCIU** - Technician B
(Communications & Signal)

4. Clerical

- TCIU** - Yard Clerk
- TCIU** - General Clerk

2.02 The Company shall maintain the following **seniority lists**:

- (i) **Locomotive Engineers** (BLE)
- (ii) **Conductors** (**UTU**)
- (iii) Motive Power Mechanics (IAM)
- (iv) Motive Power Mechanics (IBB)
- (v) Car Mechanics (CAW)
- (vi) Machine Operator/Mechanic (IAM)
- (vii) Track Employees (BMWE)
- (viii) Bridge & Building Employees (BMWE)
- (ix) Seasonal **Track** Employees (BMWE)
- (x) General Labourers (IBF & O)
- (xi) Communication & Signal Employees (TCIU)
- (xii) **Clerical** Employees (TCIU)
- (xiii) Rail **Traffic** Controllers (TCIU)

ARTICLE 3

MANAGEMENT RIGHTS

3.01 The **Unions** recognize and acknowledge that the management of the **Railway** and direction of the working forces **are** fixed exclusively in the Employer unless **limited** herein or **by** mutual agreement reached **through** the consultation process.



DEDUCTION OF DUES

4.0 The Employer shall deduct on the payroll for the pay period which contains the 10th day of each month from wages due and payable to each employee coming within the scope of this Agreement an amount equivalent to the uniform monthly dues of the appropriate Organization subject to the conditions and exceptions set forth hereunder.

4.02 (a) The amount to be deducted shall be equivalent to the uniform regular dues payment of:

Brotherhood of Locomotive Engineers;

Brotherhood of Maintenance of Way Employees;

International Association of Machinists and Aerospace Workers;

International Brotherhood of Boilermakers, Iron Ship Builders, ~~Blacksmith, Forgers and~~ Helpers;

International Brotherhood of Firemen and Oilers and Allied Workers;

National Automobile and Agricultural Implement Workers Union of Canada (CAW Canada);

Transportation Communications International Union

United Transportation Union

signatory to this agreement covering the classification in which the employee concerned is engaged and shall not include initiation fees or special assessments. The amount to be deducted shall not be changed during the term of the application agreement excepting to conform with a change in the amount of regular dues of the above-mentioned organizations in accordance with their respective constitutional provisions. The provisions of this Article shall be applicable to each individual Organization on receipt by the Railway concerned of notice in writing from such Organization of the amount of regular monthly dues.

(b) Employees filling positions of a Supervisory or confidential nature not subject to all the rules of the applicable agreement as may be mutually agreed between the designated Officers of the individual Railway and of the Organization concerned shall be excepted from dues deduction.

(c) Membership in any of the ~~Organizations~~ signatory hereto shall be available to any employee eligible under the constitution of the applicable Organization on payment of the initiation or reinstatement fees uniformly required of all other such applicants by the local lodge or division concerned. Membership shall not be denied for reasons of race, national origin, colour or religion.

(d) Deductions from new employees shall commence on the payroll for the first pay period which contains the 10th day of the month.

(e) The amounts of dues so deducted from wages accompanied by a statement of deductions from individuals shall be remitted by the Employer to the office of the appropriate Union not later than forty (40) calendar days following the pay period in which deductions are made.

(f) The Railway 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 an employee's wages, the Railway shall adjust it directly with the employee. In the event of any mistake by the Railway in the amount of its remittance to the Organization, the Railway shall adjust the amount in a subsequent remittance. The Railway's liability for any and all amounts deducted pursuant to the provisions of this Article shall terminate at the time it remits the amounts payable to the designated Officer or Officers of the Organization.

(g) 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 Railways pursuant to the first paragraph of this Article, 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 Organizations of any of them counsel fees are incurred, these shall be borne by the Organization or Organizations so requesting. Save as aforesaid, the Organizations, jointly or severally shall indemnify and save harmless the Railways and each of them from any losses, damages, costs liability of expenses suffered or sustained by them or any of them as a result of any such deduction of deductions from payrolls.

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

(i) If the wages of an employee payable on the payroll which contains

the 10th day 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 Railways in such month. The Railway shall not, because the employees 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.

ARTICLE 5

NO STRIKES OR LOCK-OUTS

5.01 In view of the orderly procedure established by this Agreement for the settling of disputes and the handling of grievances, the Unions agree that, during the lifetime of this Agreement, there will be no strike, slowdown or stoppage of or interference with work or production, either complete or partial, and the Employer agrees that there will be no lock-out of employees.

ARTICLE 6

NO DISCRIMINATION

6.01 There shall be no discrimination, intimidation or coercion by the Employer or the Unions or an employee against any employee by reason of age, race, creed, colour, sex, national origin or union activity.

ARTICLE 7

SENIORITY

7.01 Service shall mean an employee's length of continuous service with the Employer. An employee shall maintain and accumulate seniority while he is in the employ of the Employer after he has completed his probationary period, as set out in Article 7.02. Unless otherwise expressed, seniority shall be applied on a classification basis.

7.02 A newly hired employee shall serve a probationary period of sixty-five (65) working days and shall have no seniority rights during this period. Upon completion of the probationary period, a new employee shall have his seniority dated back to this original date of hire by the Employer. Probationary employees may be disciplined or discharged by the Employer in its sole discretion, with or without cause.

Note: Employees of the Algoma Central Railway hired by the Employer shall not be subject to a probationary period,

7.03 In determining seniority under this Agreement, the Employer agrees to recognize the length of continuous service with the Algoma Central Railway of any employee it hires. The Employer shall recognize such seniority on the basis of filling positions in the various classifications based on the predominant duties of the position it is ~~will~~ hiring such employees from the classifications where such predominant duties and skills had existed on the ACR. 27
11

7.04 (a) In cases of promotion the following factors shall be considered:

(i) requirements and efficiency of operations, the knowledge, training, skill and ability of the individual to perform the normal required work; 27
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(ii) seniority;

(iii) the predominant duties of the positions to be abolished, established or re-established.

Where qualifications in factor (i) are relatively equal, the factor (ii) shall govern. Probationary employees shall be the first to be laid off provided that employees with the necessary skill, ability and qualifications are available to perform the normal required work. 27
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(b) In cases of layoff and recall, the senior employee will be offered the position provided he is qualified or, in the judgment of the Employer, requires only a familiarization period to be qualified. 27
11

7.05 Seniority, once established for an employee, shall be forfeited under the following conditions and his employment shall be terminated:

(i) if he voluntarily quits;

(ii) if he is discharged and not reinstated through the Grievance Procedure;

(iii) if he fails to report for duty after a lay-off in accordance with the provisions of this Agreement, unless he provides an explanation satisfactory to the Employer, or

(iv) if forty-eight (48) months have elapsed from the day of layoff. 27
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7.06 Employees shall, unless otherwise provided herein or by agreement between the employer and the union, hold and accumulate Seniority in the individual classification in which they were hired. Where employees take positions or promotions in other classifications with the railroad 27
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they shall accumulate seniority in the classifications in which they have been hired, transferred, or promoted to, for the time actually served in that classification.

- 7.07 The employer shall, once a year, on March 1, publish seniority rosters of the respective classifications. Employees or their representatives must handle any exceptions to such roster(s) through the grievance procedure provided herein.
- 7.08 Notwithstanding anything contained in this Agreement, nothing shall preclude or limit the type of work which an employee may be required to perform. An employee shall be classified according to the predominant duties he performs.
- 7.09 Former employees of the ACR not hired by the Employer at the time it commences operation of the railway will have the first opportunity for vacancies at the Employer which may become available and for which they are qualified, for a period of four (4) years from the date of severance by ACR.
- 7.10 In the case of two employees hired on the same day, preference will be given to the employee with the greatest previous experience with the Employer. In the case of two new hires, the employee whose application is received first shall be given preference.
- 7.11 The Employer shall recall employees by registered mail to the last known address of the employee. It shall be the responsibility of the employee to keep the Employer advised in Writing of his address. The employee shall indicate to the Employer within seven (7) days of such notice of recall his intention to return to work and shall present himself for work within seven (7) days of giving notice of intention to return.

28
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- 7.12 The Employer shall give employees four (4) working days notice of lay-off.

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ARTICLE 8

POSTING

- 8.01 When the Employer determines that a job vacancy in the bargaining unit exists (other than a temporary position) the Employer will post a notice of the vacancy for a period of five (5) working days on bulletin boards designed for this purpose. The notice will specify the nature of the job, qualifications required and the position's salary range. An

employee who wishes to be considered for the position ~~so~~ posted shall signify his desire by making formal application ~~to~~ the supervisor specified on the notice within the five day posting on a form supplied by the Employer. A temporary vacancy shall be defined as one of forty-five (45) work days or less. Temporary vacancies shall be filled by a joint canvassing of employees by the Union and the Employer.

8.02 Employees in the service, if qualified, will be given preference for promotion to position ~~as~~ supervisor when vacancies occur.

ARTICLE 9

INVESTIGATION & DISCIPLINE

9.01 (a) ~~An~~ employee shall not be disciplined or dismissed without his having first had a fair and impartial investigation and his responsibility having been established. ~~An~~ employee may, however, be held ~~off~~ for such investigation for a period not exceeding five (5) days and when ~~so~~ held ~~off~~ shall be notified in writing of the charges against him. The employee shall be given forty-eight (48) hours notice of such investigation.

(b) ~~An~~ employee shall be assisted at the investigation by one duly accredited representative, unless the employee ~~directs~~ otherwise in writing.

(c) All material and necessary ~~witnesses~~ must be notified to appear. ~~An~~ employee shall have the right to be present during the examination of any witnesses whose evidence may have a bearing on his responsibility or be accorded the right to read the evidence, if any, of ~~such~~ witness at the outset of the investigative hearing and ~~offer~~ rebuttal thereto.

(d) The employee and the union shall be given a copy of ~~this~~ statement and a ~~transcript~~ of evidence taken at the investigation.

(e) ~~A~~ decision shall be rendered within twenty-one (21) calendar days following ~~the date~~ of completion of the investigation, unless ~~otherwise~~ mutually agreed,

(f) If the employee considers the decision rendered is ~~unjust~~, an appeal may be made, commencing with Step 2 of the grievance ~~and~~ arbitration procedure.

(g) If the final decision decrees that charges against an employee were not sustained, the record shall be cleared of the charges; ~~if~~ suspended

or ~~dismissed~~, the employee shall be ~~returned~~ to former position and paid for all time lost less any earnings derived from outside employment during the period ~~so~~ compensated.

- 9.02 ~~Nothing~~ contained herein shall be construed to prevent the employee from voluntarily ~~participating~~ in an informal process which may be established by the Employer and amended ~~from~~ time to time to handle grievances or matters which would otherwise be subject to disciplinary hearings, ~~provided that the employee shall~~ not be in any way pecuniarily affected or be ~~given time off~~ without pay, or discharged, unless he voluntarily would consent to same. The employee may, if he ~~so~~ desires, have a ~~union~~ representative present with him in the handling of such ~~matters~~ with officers of the Employer.

GRIEVANCE PROCEDURE

- 9.03 Should an employee believe he has been unjustly dealt with, or that any of the provisions of ~~this~~ agreement (including one involving a time claim) have not been complied with, and it is not possible to adjust the matter ~~directly~~, the grievance shall be processed in the following ~~man-~~ner:

Step 1 - Presentation to Immediate Supervisor

Within twenty-eight (28) ~~calendar~~ days of the ~~date~~ of cause of grievance the employee and/or the Local or General ~~Chairman~~ shall present the grievance in ~~writing~~ to the ~~officer~~ immediately in charge, requesting a meeting to discuss the matter. A meeting will be held within fourteen (14) calendar days of receipt of the request and decision rendered ~~as soon as possible but in any case within fourteen (14) days of the date of the meeting.~~

Step 2 - Appeal to Department Head

With ~~twenty-eight (28)~~ calendar days of receiving the decision under Step 1, the Local or General ~~Chairman~~ may appeal the decision in writing to the Department ~~Head~~, whose decision will be rendered in writing ~~& within twenty-eight (28) days of receiving the appeal,~~

Step 3 - Appeal to President

~~Within~~ twenty-eight (28) calendar days of receiving the decision under Step 2, the Local or General ~~Chairman~~ may appeal the decision in writing to the President, ~~whose~~ decision will be rendered in writing within twenty-eight (28) days of receiving the appeal.

9.04 (a) The settlement of a grievance shall not under any circumstances, involve retroactive pay beyond a period of **sixty (60)** calendar days prior to the date that such grievance was submitted at Step 1 of the Grievance Procedure.

(b) Any grievance not progressed by the Union within the prescribed time limits shall be considered dropped. Where a decision is not rendered by the appropriate officer of the Employer within the prescribed time limits, the grievance may be progressed to the next step in the grievance procedure.

(c) In the application of this rule, a grievance based on a claim for unpaid wages if not progressed by the Union within the prescribed time limits, it shall be considered dropped. When the appropriate Officer of the Company fails to render a decision with respect to such a claim for unpaid wages within the prescribed time limits, the claim will be paid. Payment of time claims in such circumstances will not constitute a precedent or waiver of the contentions of the Union or of the Company in this case or in respect of other similar claims.

Final Settlement of Disputes

9.05 (a) A grievance concerning the interpretation or alleged violation of this Agreement or appeal against discipline imposed, which has been processed in the manner and through each of the steps outlined in the Grievance Procedure and still has not been settled or disposed of may be referred by either of the signatories to this Agreement to one of the following arbitrators in rotation for final and binding settlement without work stoppage:

H.D. Brown
W. Rayner
E.E. Palmer

A request for arbitration shall be made within sixty (60) calendar days from the date decision is rendered in writing by the President.

(b) The time limits as provided in this Article may be extended by mutual agreement.

9.06 Costs of the arbitrator will be shared on an equal basis between the Union and the Employer.

ARTICLE 10

TRANSPORTATION & LEAVE OF ABSENCE

- 10.01 Transportation on the Company's passenger ~~trains~~ shall be granted in accordance with ~~the existing~~ regulations of the ACR.
- 10.02 ~~When~~ the requirements of the service will ~~permit~~, employees, on ~~request~~, will be granted a ~~personal~~ leave of absence for a limited time with privilege of ~~renewal~~.
- 10.03 Leave of absence under this rule shall not be granted for the purpose of ~~engaging~~ in work outside the Company except in cases involving sickness or ~~other~~ exceptional circumstances, when made the subject of mutual agreement between the proper officers of the Company and the General Chairman.
- 10.04 Any employee engaging in other employment while on leave, except with the consent of management and the union, shall be considered ~~terminated~~.
- 10.05 The Company will not discriminate ~~against~~ any employees, who as authorized union representatives represent other employees and will grant them unpaid leave of absence and free transportation over the Company's lines when ~~required~~ to perform Union business.

ARTICLE 11

JURY DUTY

- 63 811 11.01 An employee who is summoned for jury duty and is required to lose time from ~~his~~ assignment as a result thereof, shall be paid for the ~~actual~~ time ~~lost~~ with a ~~maximum~~ of one day's pay for each day lost, ~~less~~ the amount allowed ~~him~~ for jury duty for each such day excluding allowances paid by ~~the court~~ for meals, lodging or transportation, subject to the following requirements and limitations:
- (a) An employee must furnish the Employer with a statement from ~~the court~~ of jury allowances paid and the days on which jury duty was performed.
- (b) The number of ~~working~~ days for which jury duty pay shall be paid is limited to a ~~maximum~~ of ~~sixty~~ (60) days in any calendar year,

(c) **No jury duty pay will** be allowed for any day for which the **employee is entitled to vacation or general holiday pay.** An employee who **has been allotted his vacation dates will not be required** to change his vacation because he is called for jury duty, however, **an** employee's vacation will be re-scheduled at a time mutually agreed between the proper officer of the Employer **and** the employee **and** Local Chairman, if it falls during jury duty and the employee requests a change, in writing, prior to commencing scheduled vacation.

11.02 When attending Court **as witness** for the Railway, or a Coroner's Inquest In cases where the Company is involved, **or subpoenaed** by the Crown in cases where the Company is involved, employees **will** receive pay for all time lost. The Company will be **entitled to a certificate** for witness fees in all cases.

ARTICLE 12

13A
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BEREAVEMENT LEAVE

12.01 Upon the death of **an** employee's spouse, child, parent, grandparent, brother, sister, step-parent, father-in-law or mother-in-law, stepbrother or stepsister, the employee shall be entitled to three days' bereavement leave without loss of pay provided the employee **has** completed probation. It **is** the Intent of **this Article** to provide for the granting of leave from work on the **occasion of a death as** aforesaid, and for **the** payment of his regular wages for that period to the employee to whom leave is granted.

12.02 For the purposes of **this Article** 11.01, eligible spouse is defined **as follows:-** the person **who** is legally married to the employee, provided that if there is no legally **married** spouse that is eligible it means the person that qualified as a spouse under **the** definition of that work in Section 2(1) of the Canadian **Human Rights Benefits** Regulations, so long as such person is residing with the employee.

12.03 If an employee is bereaved while on vacation, **bereavement** leave days **shall** not be included **as** part of the vacation period. The vacation days not taken will be **rescheduled through** mutual agreement between the Company and the employee.

ARTICLE 13

ANNUAL VACATION

13.01 The vacation year shall be from January 1, through December 31.

13.02 In determining vacation entitlement, the Employer will count an employee's length of service, if any, with the Algoma Central Railway

13.03 An employee who on the 31st day of December in each year has:

(a) less than twelve (12) months continuous service with the Employer shall receive one-half day for each completed month of service, up to a maximum of five (5) days with pay at his regular rate;

✓ 1 (b) one (1) year or more continuous service but less than five (5) years of continuous service with the Employer shall receive two (2) weeks' vacation per year with pay at his regular rate;

✓ 2 (c) five (5) years or more continuous service but less than fourteen (14) years of continuous service with the Employer shall receive three (3) weeks' vacation per year with pay at his regular rate;

✓ 4 (d) fourteen (14) years or more continuous service but less than twenty-three (23) years of continuous service with the Employer shall receive four (4) weeks' vacation per year with pay at his regular rate;

✓ 5 (e) Twenty-three (23) years or more of continuous service with the Employer shall receive five (5) weeks' vacation per year with pay at his regular rate;

✓ 3 Note: Any ACR employees hired by the Employer whose vacation entitlement at the time of hire by the Employer is in excess of the above, shall continue to receive their vacation benefit existing at their time of hire.

13.04 An employee becoming eligible for a second, third, fourth or fifth week of vacation in accordance with Article 13.03 is entitled to the additional week of vacation in the year in which the employee qualifies for the additional week.

13.05 Employees shall qualify for vacation based on their previous service. Vacation is earned in the year it is taken and may not be carried over to the following year.

- 3.06 Upon termination of an employee, any unused vacation will be paid, **Unearned vacation already taken will be reimbursed to the Company from any moneys held back by the Company**
- 13.07 For purposes of qualifying for the various levels of vacation referred to in Article 13.03, periods of lay-off **will not be deducted from continuous service**. For purposes of vacation pay, time lost due to leave of absence or lay-off shall not be included. Vacation pay and eligibility will be **prated** on the basis of days worked as a percentage of **total days** of work for the year,

ARTICLE 14

HOLIDAYS

- 14.01 An employee who qualifies for a holiday with pay under the **Canada Labour Code** (except the requirement to work the full shift before and after) shall be entitled to the following holidays without loss of pay:

New Year's Day	Labour Day
Good Friday	Thanksgiving Day
Victoria Day	Remembrance Day
Canada Day	Christmas Day
Civic Holiday	Boxing Day

53/0
10.0

- 14.02 An employee who is required to work on one of the above holidays, shall receive additional pay at time and one half his regular rate of pay. ✓
- 14.03 Where a paid holiday falls on an employee's day off or during his vacation, it shall be scheduled at a time mutually agreeable to the employee and his Manager, or shall be paid.

ARTICLE 15

OVERTIME

- 15.01 Overtime assigned by the Employer will be paid in accordance with the **Canada Labour Code** and permits issued under that legislation. Employees will be given the option of taking compensatory time off in lieu of receiving overtime pay in accordance with Article 24.01.

41
|

15.02 Employees called in from home to work overtime which is not in conjunction with their shift, will be provided with at least three (3) hours of work. Where practicable, the senior employee at the location will be offered the overtime subject to the Employer's undertaking to endeavour to distribute overtime equitably. Any other overtime policy may be arranged by mutual agreement.

48
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15.03 Any hours worked in excess of sixteen (16) in a twenty-four (24) hour period shall be paid at the rate of double time.

378
16

ARTICLE 16

HEALTH & WELFARE

16.01 The Employer shall pay 100% of the premium cost of the following benefits, for all employees who have completed their probationary period, during the term of this Agreement:

700
100

Extended Health Care

The Company will obtain a plan with coverage similar to a Green Shield plan. The plan shall have a ten (\$10.00) dollar single and twenty-five (\$25.00) dollar family deductible. The plan shall reimburse employees for 100% of the costs of those drugs covered by the plan which are purchased by the employee.

7681

Life Insurance

The Company will provide life insurance in the amount of \$25,000.00, subject to being increased to reflect changes in the Revenue Canada limit without being taxed.

700
100

72
1025

74
8000

Short Term Disability/Weekly Indemnity

Eighty (80%) percent of current rate of pay offset by any other benefit to which the employee is entitled for up to twenty-six (26) weeks in any one benefit year. Benefit commences on fourth day of absence unless absence due to accident or hospitalization in which case benefit commences on first day of absence. Temporary and temporary part-time employees are not entitled.

703
100

Long Term Disability Insurance

If an employee is disabled by non-work related illness or injury, Long Term Disability will be provided after initial 180 days on medical

700
100

leave, on the following basis:

7/5
05-09-97

(i) 50% of monthly salary (~~maximum~~ \$5,000.00 month) offset by income from ~~certain~~ other sources (railroad retirement, social security benefits, etc)

(ii) subject to approval by LTD carrier

(iii) this benefit shall be provided in accordance with the ~~terms~~ and conditions of the relevant policy, a copy of which will be made avail-

able to the Unions

Vision Care/Hearing Care Plan

706/100

The Company will provide a vision ~~care~~ plan for employees and their dependants on the basis of \$200.00 every ~~twenty-four~~ (24) months. The Company will ~~also~~ provide a ~~hearing~~ care plan. The details of the vision and ~~hearing~~ care plans will be discussed in the consultation process.

Dental Benefit Plan

706/100

Eligibility: First day employed

Deductible: \$50 per covered person
\$100 per family

Preventive: 100%
(Not subject to deductible)

Basic: 80% after deductible

7/5

Major Restorative: 50% after deductible

Orthodontia

Eligibility: No age restriction

50% payment, lifetime maximum
(Not subject to deductible)
\$1,500 lifetime orthodontia benefit

16.02 The following benefits will be available to employees on a voluntary basis with 100% of the premium costs of the benefits to be paid by the employee:

Voluntary Life Insurance

Life Insurance through payroll deduction in the amount of one or two times annual base salary. (Subject to insurance company medical approval).

Family life insurance may be purchased through payroll deduction which provides for \$10,000.00 for spouse and \$5,000.00 for each eligible dependent. (Not subject to medical approval if enrolled within thirty-one days of eligibility.)

Voluntary Accidental Death & Dismemberment

Employee may purchase additional AD&D through payroll deduction. This is available for employee only as well as employee and family with a maximum amount of \$300,000.

Retirement Savings Plan

The Employer will contribute an amount equal to ten (10%) percent of the employee's regular straight time annual earnings and employees will contribute by payroll deduction five (5%) percent of such earnings to a retirement savings plan to be mutually agreed upon by the Employer and the Unions. If an employee withdraws any portion of the amount standing to his credit in such plan, the Employer will be under no further obligation to contribute to the plan on behalf of such employee.

ARTICLE 17

EXPENSE REIMBURSEMENT

- 17.01** Employees required to terminate their tour of duty away from their home terminal or headquarters point will be paid a meal allowance of \$21.00 per day for every twenty-four (24) hour period such employees are away from their home terminal or headquarters point unless meals are furnished by the Employer. For each meal so furnished, an amount equal to \$7.00 shall be deducted from the \$21.00 per diem allowance above. The Employer will also arrange accommodation at its expense.
- 17.02** Engineering department employees required to complete their daily tour of duty away from their headquarters point will be provided camp car or bunkhouse lodging.

17.03 Employees required to use **their own** automobile by the Employer **will be reimbursed at the rate** of twenty-seventcents (\$.27) per kilometre,

ARTICLE 18

PAYDAY

- 18.01 All employees will receive salaries in accordance with Article 19.01 of **this Agreement**. Employees shall be **paid** on the 16th day of each **month** for the first **half** of each month **and on** the 1st day of the following month for the second **half** of each month. If a **regular** pay day falls on a **Saturday, Sunday** or holiday, pay cheques **will be available** on the **previous day that is not a Saturday, Sunday, or holiday**,
- 18.02 When **an employee is short** paid more than **a half** a day's pay a special payment will **be made** to cover the shortage within one **(1) working** day of an employee's request for payment or **as soon thereafter as possible**.
- 18.03 Employees leaving the **service** of the Company will be furnished with a cheque covering all **time** due within **seventy-two (72) hours** or **as soon thereafter as possible**. The **time** specified **shall** be exclusive of Saturdays, Sundays **and** holidays.
- 18.04 All overtime earned shall be shown **as a separate item on the pay cheques** of employees,

ARTICLE 19

MONTHLY SALARIES

- 19.01 Monthly salaries shall be in accordance with Schedule "A" attached hereto **and forming** part of this Agreement.

ARTICLE 20

PRINTING OF AGREEMENT

- 20.01 The Company will **undertake** the responsibility for the printing of the Collective Agreement **as may be required from t h e t o t h e** and **will absorb** the cost of such printing. This **will** include the **cost** of printing updated pages,



ARTICLE 21

NOTICE BOARDS

21.01 Notice Boards will be provided for posting of notices by the unions.

ARTICLE 22

INJURED ON DUTY

22.01 Employees injured while at work will not be required to make accident reports before they are given medical attention, if required, but will make them as soon as practicable thereafter. Proper medical attention will be given at the earliest possible moment.

76
13/11

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

ARTICLE 23

TERM OF AGREEMENT

23.01 This Agreement shall be for a term of three (3) years commencing on the date of take over of operation of the ACR by Algoma Central Railway Inc., and ending January 31, 1998 and shall be continued from year to year thereafter unless either part gives notice in writing to the other within ninety (90) days prior to the expiry date hereof of that party's intention to terminate this Agreement or negotiate revisions hereto.

23.02 The provisions of 23.01 shall not preclude the parties to this agreement from making any changes to the agreement during the terms hereof that are mutually acceptable.

SCHEDULE "A"

JOB CLASSIFICATIONS & MONTHLY SALARIES

24.01 All employees covered by this Agreement will be paid a monthly salary in accordance with Article 24.02. Unless otherwise specified in

the job description, salary levels, assume an average five (5) day, forty (40) hour work week, which shall, unless otherwise posted in an individual job bulletin, commence on Monday of each week. Employees who work more than said number of hours in each work week may, at their discretion, either:

(a) be provided "Comp" time (time off with pay) the equivalent of the actual hours they worked in excess of such standard hours, or,

(b) be paid overtime at the rate of time and one-half for the equivalent of the actual hours they worked in excess of such standard hours.

24.02 Employees who absent themselves from their assignments for any reasons during any work week shall have their monthly salaries adjusted in the next practical pay period by the actual number of hours below the standard hours in any work week that they may be so absent.

24.03 Transportation department employees, as well as other positions which may so state in the bulletin, may not work five (5) continuous days during a work week. However, where possible and wherever the requirements of service permit, assignments shall in all departments be bulletined to work consecutive days, and to provide a minimum of two (2) consecutive rest days in a workweek, with a presumption of Saturday and Sunday as preferred rest days if the requirements of service permit. However the parties recognize that:

1. Extra board transportation department employees, who are also considered as regularly salaried employees, may be required to remain on the extra board and available for service seven (7) days per week until they reach their maximum hours. The procedures will be developed in the consultative process,

2. Train and engine and service schedules may in many cases require positions in all crafts to be bulletined to work weekends with scheduled days off during the middle of the week,

3. Production work in some of the trades (for example, summertime back work, or, given projects in the car or locomotive shop areas), may require the establishment of a ten (10) hour per day, four (4) day work week or some other work schedule, as developed through the consultative process.

24.04 Former employees (except those hired for clerical positions) of the ACR hired by the Employer shall be hired at the base rate of pay so long as they had previous seniority on the ACR in the classification in which the Employer has designated as a position with the predominant

duties requiring the skills of the former ACR craft. Former clerical employees of the ACR shall be given priority for clerical positions with the Employer and those hired by the Employer in clerical positions shall be paid at midpoint rate of pay.

Employees will be placed at their proper salary by the Employer in accordance with their skills, their previous craft seniority on the ACR and the predominant duties of the new position, and, their knowledge and demonstrated performance. In placing the employees in the salary ranges, the Employer will consider the employee's experience, if any, on the Algoma Central Railway.

24.05 The monthly salaries for classifications covered by this Agreement are as follows:

20/11

	YEAR 1		YEAR 2		YEAR 3	
	ENTRY	BASE	ENTRY	BASE	ENTRY	BASE
TRANSPORTATION						
Engineer A						
-Assignments Normally Work 10-12 Hours/Day	\$4,252	\$4,950	\$4,358	\$5,074	\$4,467	\$5,201
Engineer B						
-Assignments Normally Work 8-10 Hours/Day	\$3,199	\$4,450	\$3,279	\$4,561	\$3,361	\$4,675
Conductor A						
-Assignments Normally Work 10-12 Hours/Day	\$3,023	\$4,305	\$3,099	\$4,413	\$3,176	\$4,523
Conductor B						
-Assignments Normally Work 8-10 Hours/Day	\$2,640	\$3,667	\$2,706	\$3,759	\$2,774	\$3,853

HEARST TRAIN (#1 - #2)

Summer Rates

Engineer A	\$5,150	\$5,279	\$5,411
Assistant Engineer	\$4,950	\$5,074	\$5,201

	YEAR1		YEAR2		YEAR3	
	ENTRY	BASE	ENTRY	BASE	ENTRY	BASE
Winter Rates						
Engineer A		\$4,050		\$4,151		\$4,255
Assistant Engineer		\$3,850		\$3,946		\$4,045
CANYONTRAIN (#3 - #4)						
Engineer		\$4,650				
Assistant Engineer		\$4,450				
Rail Traffic Controller	\$3,400	\$4,250	\$3,485	\$4,310	\$3,572	\$4,418

Train and Engine employees' salaries assume an average five (5) day work week at the daily average hours shown. To the extent possible, extra board personnel are scheduled in advance with work schedules of at least one week at a time. They are also salaried employees at these rates,

	YEAR1		YEAR 2		YEAR3	
	ENTRY	BASE	ENTRY	BASE	ENTRY	BASE
MECHANICAL						
Mechanic Lead		\$3,435		\$3,521		\$3,609
Mechanic		\$3,258		\$3,339		\$3,422
Apprentice Mechanic	\$2,218		\$2,273		\$2,330	
ENGINEERING						
Production Foreman	\$3,165	\$3,667	\$3,244	\$3,759	\$3,325	\$3,853
Foreman A B & B Foreman Welder Track	\$2,922	\$3,435	\$2,995	\$3,521	\$3,070	\$3,609

25cl

	YEAR1		YEAR2		YEAR3	
	ENTRY	BASE	ENTRY	BASE	ENTRY	BASE
Roadway Equipment Mechanic	\$2,849	\$3,347	\$2,920	\$3,431	\$2,993	\$3,517
Foreman B Machine Operator A	\$2,773	\$3,258	\$2,842	\$3,339	\$2,913	\$3,422
Machine Operator B	\$2,628	\$3,091	\$2,693	\$3,168	\$2,760	\$3,247
Machine Operator C Assistant Foreman	\$2,493	\$2,929	\$2,555	\$3,002	\$2,619	\$3,077
Machine Operator D Welder Helper B & B Carpenter	\$2,354	\$2,768	\$2,413	\$2,837	\$2,473	\$2,908
Track Labourer	\$2,087	\$2,454	\$2,139	\$2,515	\$2,192	\$2,578
Technician A (C & S)	\$3,672	\$4,316	\$3,764	\$4,424	\$3,858	\$4,535
Technician B (C & S)	\$2,354	\$2,768	\$2,413	\$2,837	\$2,473	\$2,908

Clerical	Year 1			Year 2			Year 3		
	Min	Mid	Max	Min	Mid	Max	Min	Mid	Max
<i>Base</i> Road Clerk	\$2,040	\$2,477	\$2,948	\$2,091	\$2,508	\$3,022	\$2,143	\$2,571	\$3,098
General Clerk	\$2,292	\$2,895	\$3,488	\$2,349	\$2,967	\$3,575	\$2,408	\$3,041	\$3,664

LETTER OF UNDERSTANDING #1

The Employer recognizes the value of the following plans and programs and agrees to provide each to employees covered by this Agreement in accordance with its usual practice:

- (a) Employee Assistance Program
- (b) Profit Based Income Plan
- (c) Stock Purchase Plan
- (d) Scholarship Program
- (e) Educational Loan Program

2011

Date	ALGOMA CENTRAL RAILWAY INC. Title: _____
Date	Dennis Deveau Chairman, Associated Rail Unions
Date	Brotherhood of Locomotive Engineers Title: _____
Date	Brotherhood of Maintenance of Way Employees Title: _____
Date	International Association of Machinists and Aerospace Workers Title: _____
Date	Union of Boilermakers, Iron Ship Builders, Blacksmith, Forgers and Helpers Title: _____

Date International Brotherhood of Firemen and
Oilers and Allied ~~Workers~~
Title: _____

Date National Automobile and Agricultural
Implement Workers Union of Canada
(CAW-Canada)
Title: _____

Date Transportation Communications
International Union
Title: _____

Date United Transportation Union
Title: _____

CONSULTATION PROCESS

The Company and the Union are committed to engage in ongoing, meaningful consultation and problem solving. This process will involve meetings between the Union's Executive and/or local representatives and the local management on a monthly basis.

Mr. E. Burkhardt will be present for the first three meetings after the signing of this agreement and/or the conclusion of the sale and transfer. A request may be made by either of the parties to have Gerry Charney, representing the Ontario Government, involved in these three meetings and he will agree to participate, if requested.

After the first three meetings, Mr. Burkhardt will be in attendance on a quarterly basis, if requested. Should a situation of major importance arise requiring his attention, he shall meet with the Union representatives concerned within thirty (30) days.

Initial Items for the Agenda:

Assigning of Annual Vacations,
Starting Times & Hours of Work, Meal Period,
Working Rules,
Rehabilitation of Injured Employees,
Condition of Shops, etc.,
Safety Program,
Mechanical Apprenticeship Programs,
Future of Wheel Shop,

and any other **items raised** by either parties.

LETTER OF AGREEMENT

BETWEEN:

ALGOMA CENTRAL RAILWAY INC.

•and•

BROTHERHOOD OF LOCOMOTIVE ENGINEERS

The **Company** agrees that if there is no work assignment in sight after eleven (11) hours tied up away from home the engineer will be deadheaded or worked home.

Foreign trains detouring on ACR Inc. lines **will** be operated by ACR Inc. engineers,

In the case of **work trains** or **wreck trains** where the **work** is expected to exceed sixteen (16) hours, **two (2)** engineers **will** be called, **unless** the engineer **can** be relieved.

A minimum of **two (2)** hours notice will be given to crews to report for work, **unless** agreed otherwise, except in case of emergency.

The existing accommodations will be continued at **Hawk Junction**,

If a crew is tied up away from home at **Hearst** they **will** stay at a hotel,

The Company will rebulletin all assignments in **Spring and Fall**.

The Company **will** establish an engineer training program, the details of which will be developed through the consultative process.

Engineers who are not working a regular assignment or a regular **scheduled train** and who have been away from home for forty-eight (48) hours or more, **will** be provided with a **minimum** of twenty-four (24) hours rest after return to their home terminal.

Except when caused by delay which is unforeseen at the time of call, engineers may, at their option, book eight (8) hours rest, after eleven (11) hours on duty.

LETTER OF AGREEMENT

BETWEEN:

ALGOMA CENTRAL RAILWAY INC.

-and-

U.T.U.

The Company agrees that if there is no work assignment in sight after eleven (11) hours tied up away from home the conductor will be deadheaded or worked home.

If conductors are to be used on detouring trains on ACR lines, Algoma conductors will be used.

If conductors are to be used on work or wreck trains where the work is expected to exceed sixteen (16) hours, Algoma conductors will be used.

A minimum of two (2) hours notice will be given to crews to report for work for unassigned shifts, unless agreed otherwise, and except in case of emergency.

The existing accommodations will be continued at Hawk Junction.

If a crew is tied up away from home at Hearst they will stay at a hotel.

The Company will rebulletin all assignments in Spring and Fall.

The Company will establish a conductor training program, the details of which will be developed through the consultative process.

Conductors who are not working a regular assignment or a regular scheduled train and who have been away from home for forty-eight (48) hours or more, will be provided with a minimum of twenty-four (24) hours rest after return to their home terminal.

(The provision below will be offered to UTU provided it has been agreed to and offered to the BLE.)

"Except when caused by delay which is unforeseen at the time of call, engineers may, at their option, book eight (8) hours rest, after eleven (11) hours on duty."

The Company will provide uniforms to trainmen assigned to passenger service.

The Company will provide a 30 minute lunch period at a convenient time for trainmen assigned predominantly to switching service at yards.

LETTER OF AGREEMENT

BETWEEN

ALGOMA CENTRAL RAILWAY INC.

-and-

**BROTHERHOOD OF MAINTENANCE OF WAY
EMPLOYEES and INTERNATIONAL ASSOCIATION OF
MACHINISTS AND AEROSPACE WORKERS .**

The Company will allow the use by members of BMW & IAM of the bunk house at Hawk Junction to the extent rooms are available after providing for engineers and conductors.

The Company agrees in principle to provide transportation from the headquarters location to the work site and back, the details of which will be developed in the consultative process.

Any existing bunk houses used by the members of the BMW or IAM will be retained in service subject to the same conditions as currently exist.

