

MEMORANDUM OF SETTLEMENT

Between:

**Ontario Northland Transportation Commission
(the “Employer”)**

-and-

**STEELWORKERS OF AMERICA
TC LOCAL 1976
(the “Union” or “USW”)**

RE: COLLECTIVE BARGAINING NEGOTIATIONS

WHEREAS the Employer and the Union have engaged in collective bargaining negotiations for a renewal of Agreement No. 6 which expired on December 31, 2019;


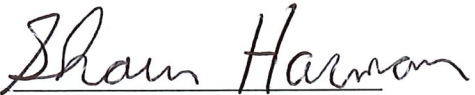

AND WHEREAS the parties have reached agreement on the terms and conditions of the new USW Agreement;

NOW THEREFORE, the parties hereby agree as follows in full and final settlement of all matters relating to the renewal of the USW Agreement:

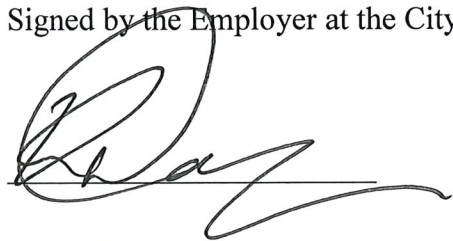



1. The undersigned representatives of the Employer agree to recommend complete acceptance of all of the terms of this Memorandum of Settlement to their principals. The Union and its bargaining committee members agree to unanimously recommend that the employees ratify the USW Agreement on the terms set out in this Memorandum of Settlement.
2. Except for the terms of this Memorandum of Settlement, all other offers and counter-offers exchanged between the parties are hereby withdrawn.
3. The parties agree that the term of the USW Agreement shall be from January 01, 2020 to December 31, 2024.
4. Unless otherwise specified, all changes including monetary increases are effective date of ratification. For greater certainty, retroactive payments will apply to all employees employed on date of ratification by both parties.

5. USW Agreement No. 6 shall include the terms of the previous version of the collective agreement that expired on December 31, 2019, subject to the incorporation of the amendments set out in Appendix "A" – May 09, 2022.
6. The employer will undertake to prepare a first draft of the new USW Agreement, after which the parties agree to meet to review the draft, including any language and numbering changes to the USW Agreement of a housekeeping nature. It is understood that any changes to the USW Agreement made during this process will not affect any negotiated entitlement.

Signed by the Union at the City of North Bay, this 09th day of May 2022.

	Brandon Gowlett
	Shawn Harman
	Austin Talbot

Signed by the Employer at the City of North Bay, this 09th day of May 2022

	Keith Darbyson
	Kevin Mantha
	Paul-Andre Lajeunesse
	Michael Rennie

**Appendix "A"****May 09, 2022**

Term of Agreement

- Shall be in effect for five years beginning January 01, 2020 and expiring on December 31, 2024

Compensation

- 1.0% wage increase for 2020, effective January 01, 2020
- 1.0% wage increase for 2021, effective January 01, 2021
- 1.0% wage increase for 2022, effective January 01, 2022
- 1.5% wage increase for 2023, effective January 01, 2023
- 1.5% wage increase for 2024, effective January 01, 2024

Signing Bonus and Lump Sum payments

- \$250 signing bonus for all employees employed on date of ratification by both parties (paid within 30 days)
- \$750 lump sum payment – paid within 30 days of ratification by both parties
- \$750 lump sum payment - January 01, 2023
- \$500 signing bonus for all employees employed on date of ratification by both parties (January 1, 2024)

Benefits

All benefits below effective date of ratification by both parties unless otherwise specified.

- An annual prescription drug benefit cap of \$10,000 per individual insured member (Effective January 1, 2023)
 - Should an employee or dependent be subject to a change in the Ontario Trillium prescription drug plan, they will have the option to convert to a lifetime cap of \$80,000. Such cap will start at \$0 at time of conversation to the lifetime cap
 - The Company agrees to provide cash advancements upon request when an employee is applying for or is under the Ontario Trillium prescription drug plan
 - The Company agrees to provide assistance to any employee or their dependant through the application process entering a government drug benefit program
- Increase to life insurance upon retirement from \$7,000 to \$10,000



Increase to Weekly Indemnity

- \$675 Date of Ratification by both parties
- \$700 January 01, 2024
- Paramedical increase from \$500 to \$600
 - No medical note required for massage (Registered Massage Therapist)
 - Paramedical coverage to include psychotherapist
- Dental care increase from \$1,500 to
 - \$1,600 Date of Ratification by both parties
 - \$1,650 January 01, 2024
 - Currently includes: Dentures, Crowns and Bridge Work
 - Add dental implants
- Vision Care increase from \$250 to \$300
 - Change in magnifying strength no longer required

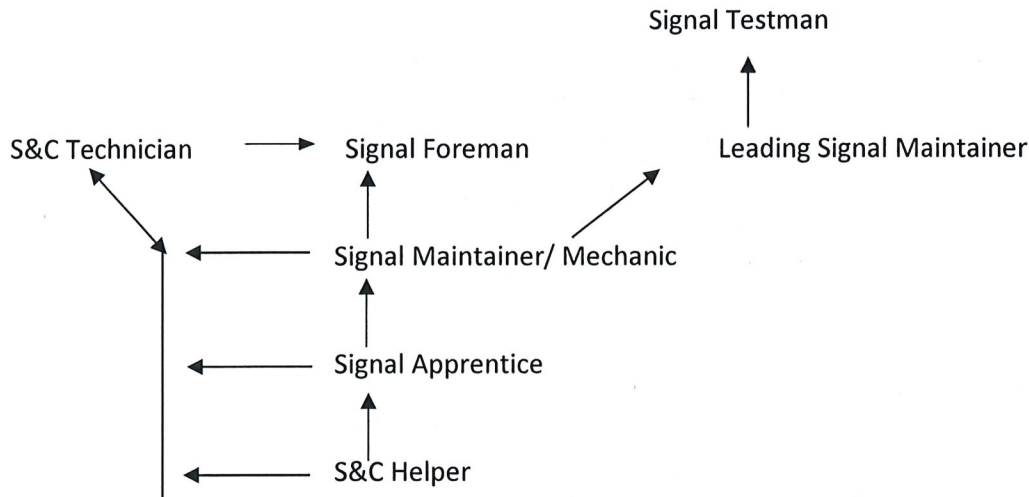
Article 1.7 b) add new 3rd and 4th paragraph

Employees accepting official positions with the Railway after date of ratification by both parties will have the option of paying a Retention Fee. Employees who elect to pay the retention fee will continue to accumulate seniority. Employees who elect to not pay the retention fee shall be removed from the seniority lists.

Employees currently occupying an Official position and not paying Dues will be required to notify the Union within 60 days of ratification by both parties and commence paying the Retention fee. Employees who choose not the pay will be removed from the seniority list.



Article 1.12 Modify to recognize the separate seniority for the purpose of line of promotion.



Article 2.2 Promotions

Bulletins to be issued within 15 days from when the vacancy or new position becomes known to the company and will include an expected reporting date. An electronic copy will be provided to the General Chairperson. Applications for vacancies must be filed within the 10 calendar days from the date of bulletin. Bulletins will be awarded within 7 calendar days of the bulletin closing.

Article 3.6 - Replace (8) with 3.6

Article 4.2

The working hours for day duty will commence at or between ~~6:00 a.m.-7:00 a.m.~~ and ~~9:00 a.m. 8:00 a.m.~~. When conditions make it necessary to work more than one shift, the hours of duty may be arranged to conform with the requirements; provided that not more than eight consecutive hours, exclusive of meal period, will constitute a day's work and that the first shift will commence at or between ~~6:00 a.m.-7:00 a.m.~~ and ~~9:00 a.m. 8:00 a.m.~~. Where mutually agreed between representatives of the Railway and the employees, working hours may be otherwise arranged to meet local requirements., i.e. duty may commence prior to ~~6:00 a.m.-7:00 a.m.~~ and ~~9:00 a.m. 8:00 a.m.~~



Article 7.2

Employees taken off their assigned territory or regular boarding outfits and employees who do not regularly return to headquarters each night, shall be allowed a per diem amount of ~~\$110.00 in 2015 with an annual increase of \$5.00 per year for each year of the agreement, \$115.00 in 2016, \$120.00 in 2017, \$125.00 in 2018 and \$130.00 in 2019 for meals, lodging and travel.~~ **\$133.00 effective date of ratification by both parties with an annual increase of \$1.00 per year for each year of the agreement, \$134.00 in 2023 and \$135.00 in 2024 for meals, lodging and travel. Employees will have the option of claiming the per diem or claiming their hotel costs and meal allowances.** Daily meals shall be as per Company Policy.

9.5 If the decision is considered unjust an appeal may be made in writing within 28 calendar days in accordance with the grievance procedure under Article 9.9. Such appeal shall set forth the grounds upon which it is made. Appeals with respect to dismissal or suspension should be submitted directly to Step ~~3~~ **2** of the grievance procedure. On request, the General Chairman and/or designate ~~and or designate~~ shall be shown all evidence of record in the case.

9.9 Grievances shall be processed as follows:

Step 1

Within ~~15~~ **28** calendar days from the cause of the grievance, the employee and/or the General Chairman and/or designate ~~and or designate~~ may present the grievance in writing to his/her immediate supervisor, who will give a decision as soon as possible, but in any case, within ~~15~~ **28** calendar days of receipt of grievance.

Step 2

Within 28 calendar days of receiving a decision under Step 1, the General Chairman and/or designate ~~and or designate~~ may appeal in writing to the ~~Chief Engineer, Facilities Maintenance~~ **Director of Rail Infrastructure or designate**. A decision will be rendered within 28 calendar days of receipt of appeal.

Step 3

~~Remove all reference to General Chairman and/or designate to replace by General Chairman and/or designate plus any other areas in the Collective Agreement.~~

~~The appeal shall include a written statement of the grievance and where it concerns the interpretation of alleged violation of the Collective Agreement, the statement shall identify the Article and paragraph of the Article involved.~~

10.2 A request for arbitration must be made in writing by either party to the other within 28 calendar days following the decision rendered at Step ~~3~~ **2** of the Grievance Procedure.

Articles 13.6 – Delete



14.1 An employee who qualifies in accordance with Article 21.2 hereof, shall be granted a holiday with pay on each of the following general holidays. When a general holiday falls on an employee's rest day, such holiday shall be moved to the normal working day immediately following the employee's rest day.

New Year's Day	St. Jean Baptiste Day
* Day following New	(Quebec only)
Year's Day	Dominion Day
Family Day	Canada Day
(Ontario only)	Civic Holiday
Good Friday	Labour Day
Easter Monday	Thanksgiving Day
(Substitution for	Christmas Day
Remembrance Day)	Boxing Day
Victoria Day	

~~* **NOTE:** If the Legislative Legal Body designates "Heritage Day" or such other day as a General Holiday, the day so observed by the Legislative Legal Body shall be substituted for "the day after New Year's Day" in Ontario and for "the first Monday in August" in the Province of Quebec.~~

22.1 For the carrying out of this Agreement, the Railway will deal only with duly authorized employees' representative. At the beginning of each year, **when changes occur**, the General Chairman and or designate will furnish the President or other officer in charge, with the names of representative employees authorized to deal with such matters.

Article 23.1 – Revise all references to Signal Technician to Signal & Communication Technician

Delete existing Article 24 and replace with the following

The following rules will apply in the administration of a Training Plan for Signal Department maintenance employees:

24.1 New employees to be retained in the service of the Signal Department beyond the probationary period provided in Article 1.9 of the Collective Agreement must have completed at least Grade 12 or equivalent and meet other qualifying standards as determined by the Company. Such employees shall be classed as Signal Apprentices and shall commence employment at the starting apprentice rate. However, if an employee entering the service can show satisfactory evidence of previous signal experience and ability, he/she may commence at the rate of the apprentice class to which his/her experience entitles him/her, the Company to be the judge of his/her qualifications.



24.2 Apprenticeship training contemplates 3 training periods with a 3rd party signals training school, in conjunction with on-the-job training & mentoring to gain practical experience. Each training course will be followed by on-the-job training for the duration between scheduled training sessions. Preferably, the training schedule will allow for at least 2 months of on-the-job training between sessions. **Effective January 01, 2022**, upon successful completion of each 3rd party training session, the Apprentice's rate of pay will increase to the next pay rate regardless of months of service.

24.3 Trainees will be required to take practical and/or written examinations in conjunction with each training period as determined by the signal training school.

24.4 The Company shall cover the costs of travel, accommodation, and tuition to attend the signal training school, and will ensure that the employee taking training is provided with booklets, pamphlets, and other material to permit him/her through study, to prepare for his/her examinations. Signal employees will also assist trainees to learn and understand the functioning of the signal system.

24.5 Trainees will attend instruction classes, and be given examinations during regular working hours. Time spent travelling to and from training sessions that occurs outside of regular working hours or on rest days will be paid at straight time rates.

24.6 When an examination is passed, the signal training school will provide the trainee with a card or letter advising him/her that the examination was passed successfully. If a trainee fails to pass an examination, he/she will be given a letter stating that he/she failed and pointing out wherein he/she failed.

24.7 Any employee entering the service after July 1, 1974 and retained beyond the 125 working days probationary period who fails an examination will be given a second opportunity to pass the examination prior to commencement of the next training period which he/she had been scheduled to attend. Employees who fail twice on any one examination will be removed from the service.

24.8 Employees who fail an examination twice and claim that they did not have a proper examination may appeal the decision in writing giving grounds for such appeal, provided they do so within 30 days of being notified of the decision. They will then have the right to choose a qualified maintainer who, with the proper officers of the Company (not more than three) and a representative of the Brotherhood, will be present at an oral examination. Should this group decide the employee has failed to pass, the decision of the Company will be sustained.

24.9 After an employee has successfully passed all the examinations of the signal training school, the employee will return to work for a final on-the-job evaluation. The evaluation will determine if the employee meets the requirements of a qualified Signal Maintainer and if so he/she will be given a letter certifying this fact by the S&C Manager.



24.10 Employees classed as Signal Maintainer, Signal Mechanic, Assistant Signal Foreman and Signal Foreman will take additional training as required.

24.11 Trainees who have successfully completed the training course must accept promotion (as contemplated in Article 1.2) to Maintainer in seniority order. If promotion is refused, they shall lose their turn and they shall be moved to the bottom of the helpers' and apprentices' seniority list. If no position is available in a higher group, apprentices who have completed their training shall be compensated at Signal Assistant rate of pay until promoted.

24.12 An apprentice may take promotion to a higher class in order of seniority prior to the completion of his/her training, if a position is available, and will be paid the rate of the higher class and acquire seniority in such class from the date of promotion. An employee so promoted must successfully complete his/her training. If he/she fails to meet the requirements of the service within 90 days of promotion, he/she shall be returned to his/her former apprentice status to complete his/her training and shall forfeit seniority acquired in the higher class.

24.13(a) Vacancies and new positions for apprentices shall be bulletined as Apprentice positions.

(b) Notwithstanding the provisions of Clause (a) above, an apprentice hired subsequent to July 1, 1974 will be assigned to a training location which will be considered his/her headquarters. Headquarters of such apprentices may be temporarily changed for periods of up to three months for training purposes only. Apprentices so affected will be given at least 72 hours' notice of change of headquarters. The application of this provision will not interfere with the normal seniority rights of employees.

24.14(a) An apprentice receiving training away from his/her headquarters who leaves and returns to his/her headquarters' location daily, will be paid travel time at pro rata rates for all time travelling in excess of three hours in any one day.

(b) An apprentice receiving training away from his/her headquarters which does not permit him/her to return to his/her headquarters' location daily, will be reimbursed for actual reasonable expenses incurred.

Such employee will be paid travel time at pro rata rates for time travelling outside of their regular hours of duty, except that travel time will not be allowed between the hours of 9:00 p.m. and 7:00 a.m. when sleeping accommodation is available. It is understood this clause does not apply when attending signal training school.



Delete Letter of Understanding for Signal Technician Classification Rate of Pay dated December 4th 2015 (Page 63)

Letter of Understanding Re: Article 1.12

Regarding the application of Article 1.12 in relation to the posting or selection of Signal Foreman, the following will provide clarity. In the case of Signal Maintainers and S&C Technicians applying for a Signal Forman Position, the ranking for applications will be determined by the work requirement of the assignment. The following are a couple of examples:

If the work requirement is for Foreman duties related to maintenance, construction, or installation of Grade Crossing Warning Systems or Signal equipment, the ranking applicant would come from the Maintainer classification rank. Or;

If the work requirement is for Foreman duties related to maintenance, construction, or installation of Communications or Wayside Inspection equipment, or in cases where additional technical complexity or support is required, the ranking applicant would come from the Technician classification.

It would further be understood that in the absence of a bulletined vacancy or new position, short duration Foreman requirements would be assigned based on the rights of territory ownership and the applicable equipment in question.



Letter of Understanding Re: On-Call/Standby Proposal

The parties acknowledge that the services performed by employees of the Signal & Communication Department are vital to maintain the safety of the public, as well as to ONTC operations. To ensure this service is adequately protected, a standby program will be implemented in accordance with the items below.

- 1) A minimum of 6 qualified employees will be required to establish an on-call rotation. If there are more than 6 qualified employees available to participate in the on-call rotation, the senior-most employees may opt-out as desired.
- 2) The pool of qualified employees subject to on-call service will include Signal Maintainers, and S & C Technicians who have passed the Apprentice Signal Maintainer examinations.
- 3) On-call service will be scheduled 3 months in advance, on a rotating basis.
- 4) An on-call assignment will consist of a block of 7 consecutive days, beginning at 0001 on the Monday of each week, and ending the following Sunday at 2359.
- 5) Employees who are scheduled for on-call service may trade or transfer their on-call responsibilities for any particular day to other employees in the on-call pool, by mutual agreement.
- 6) Employees will not be required for on-call service during periods of scheduled vacation, bereavement leave, or sick leave. In the event that an employee scheduled for on-call service must be relieved for one of the reasons listed above, the remaining employees in the on-call pool will not be forced to take on the extra on-call shifts, but may do so voluntarily.
- 7) Prior to the on-call employee being required to take a call, the existing call-out procedure within Article 5.7 will be utilized in its entirety. Should no employees called during the steps of Article 5.7 be available for the call, the designated on-call employee will be required to take the call and will be compensated in accordance with Article 5.4.
- 8) On-call employees required to accept the on-call assignment must report to the nearest S&C headquarters within a reasonable period of time.
- 9) On-call employees that take a call, and as a result are not able to secure 8 hour continuous rest prior to the start of their next scheduled shift, will be permitted 8 consecutive hours to secure rest. Any hours of the scheduled shift that are not worked as a result will be paid at their normal rate of pay.



- 10) An Adjustment Committee consisting of the S&C Manager, one USW representative, and one member of the bargaining unit, will meet periodically (initially, 90 days after implementation and as required thereafter), to discuss the on-call program and make minor changes as required. Changes permitted will be limited to those covered within items 1 to 9 of this Letter of Understanding.
- 11) Employees participating in the on-call rotation will have the opportunity to use banked time off in 1 hour increments.
- 12) Compensation for on-call service will be \$46/day for weekdays and \$75/day for weekends and general holidays. Compensation for on-call service will form as part of the employee's base salary.
- 13) This Letter of Understanding will remain in effect until December 31, 2024, unless extended by mutual agreement.