

COLLECTIVE AGREEMENT NO. 2

between

UNIFOR

and

VIA RAIL CANADA INC.

covering

ON-BOARD SERVICES EMPLOYEES

2022-2023-2024

**EMPLOYEE ASSISTANCE PROGRAM
1-844-880-9142 (English)**

**PROGRAMME D'AIDE AUX EMPLOYÉS
1-844-880-9143 (Français)**

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ARTICLE 1 DEFINITIONS

1.1 For the purpose of this Agreement:

- (a) "Employee" - means a person holding seniority under the terms of this Agreement.
- (b) "Additional Layover" - means additional time off duty at home terminal over and above regular scheduled layover between trips as designated in "Operation of Run Statement".
- (c) "Operation of Run Statement - (ORS)" - means a statement covering assigned runs which will show:
 - Home and Distant Terminal
 - Frequency of Operation
 - Number of Crews
 - Additional Layover (if any)
 - Cycle of Operation
 - Effective Date
 - Reporting Time
 - Passenger Reception Time
 - Departure Time
 - Arrival Time
 - Release Time
 - Elapsed Time
 - Rest Hours Deductible
 - Net Hours Duty
 - Layover at Home and Distant Terminal
- (d) "Available Employee" - an employee who is either on standby or on the spare board or on layover at home terminal.
- (e) "Regularly Assigned" - an employee working on an assignment covered by an Operation of Run Statement obtained by established bulletin procedure or by displacement.
- (f) "Spare Employee" - an employee who does not hold an assignment by bulletin.
- (g) "Standby" - an employee required to perform terminal duties and be available to fill regular or extra assignments.

- (h) "Temporary Vacancy" - a vacancy in a position caused by the regularly assigned employee being absent from duty or temporarily assigned to other duties.
- (i) "Deadheading" - employees travelling in non-revenue service.
- (j) "Run" - a round trip covered by an Operation of Run Statement.
- (k) "Reporting Time" - the time an employee is required to report for duty.
- (l) "Mutually Arranged (or mutually agreed)" - an agreement between the proper officer of the Corporation and the proper officer of the Union.

"Locally Arranged" - an agreement between the local supervisory officer of the Corporation and the Local Chairperson of the Union.
- (m) "Work Day" - any part of a day in which service is performed.
- (n) "Cut-Off" - established time after which an employee may not book off as locally arranged.
- (o) "Release Time" - the time at which an employee is released from duty.
- (p) "Elapsed Time Enroute" - the total hours from reporting time to release time.
- (q) "Hearing" - a meeting called to review and evaluate the facts of a particular situation. Statements may or may not be taken.
- (r) "Investigation" - to gather all available relevant information pertaining to a particular situation.
- (s) The use of the masculine gender in this collective agreement includes the feminine and vice versa.
- (t) Emergency - includes Acts of God, derailments and other train service disruptions, last minute illness or injury to an employee, shortages or depletions of qualified employees after following the calling procedures found in Article 7, to satisfy and protect customer service need and demand.
- (u) **A year's service is defined as 250 days of cumulative compensated service.**

ARTICLE 2
RECOGNITION AND SCOPE

- 2.1** The Corporation recognizes UNIFOR as the sole collective bargaining agent with respect to wages, hours of work and other working conditions for train service employees of On-Board Services, including corporate employees engaged in the preparation of food and beverages for service on trains, VIA Rail Canada Inc., in classifications listed in the wage scale set forth herein.
- 2.2** Should there be a "sale of business" within the context of the Canada Labour Code; the provisions of this collective agreement shall be binding upon any successor in the control of the Corporation. In the event there is a merger with another company in which the bargaining unit employees therein are represented by another union in such company, the representation rights and status quo of the Union shall be maintained until a final determination is made under the Canada Labour Code as to the proper representative of the combined group.
- 2.3** When the Corporation sells, leases, merges, amalgamates or transfers or agrees to sell, lease, merge, amalgamate or transfer its business or the operations thereof or any part of either of them, the Corporation or the purchaser, lessee or transferee or any of them will be a party to and be bound by the existing Collective Agreement/agreements or subsequent Collective Agreement/agreements entered into with the bargaining agent representing any employees affected by the sale, lease, merger, amalgamation, transfer or contract.

The Collective Agreement continues in force and is binding upon the parties to the aforementioned conditions.

ARTICLE 3
DEDUCTION OF UNION DUES

- 3.1** The Corporation shall deduct a set percentage from wages due and payable to each employee coming within the scope of this Collective Agreement. The percentage shall be 1.355% and payable every pay period, subject to the conditions and exceptions set forth hereunder and shall not include initiation fees or special assessments. The amount to be deducted shall not be changed during the term of this agreement excepting to conform with a change in the amount of regular dues in accordance with the Union's constitutional provisions and shall be applicable to the Union on receipt by the Corporation of notice in writing from the Union of the change in percentage to deduct.

- 3.2** Intentionally left blank by the parties
- 3.3** Employees filling positions of a supervisory or confidential nature not subject to all the rules of the agreement as may be mutually agreed between the designated officers of the Corporation and of the Union shall be excepted from dues deduction.
- 3.4** Membership in the Union signatory hereto shall be available to any employee eligible under the constitution of the Union on payment of the initiation or reinstatement fees uniformly required of all other such applicants by the local concerned. Membership shall not be denied for reasons of race, national origin, colour, religion or gender.
- 3.5** Deductions for new employees shall commence on the first pay period.
- 3.6** Employees filling positions in more than one wage agreement during a pay period will pay union dues under the wage agreement in which they are working on the day the dues are deducted.
- 3.7** Only payroll deductions now or hereafter required by law, deduction of monies due or owing the Corporation and pension deductions shall be made from wages prior to the deductions of dues.
- 3.8** The amounts of dues so deducted from wages accompanied by a statement of deductions from individuals shall be remitted by the Corporation to the officer or officers of the Union, as may be mutually agreed by the Corporation and the Union, not later than forty (40) calendar days following the pay period in which the deductions are made.
- 3.9** The Corporation shall not be responsible financially or otherwise, either to the Union 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 Corporation shall adjust it directly with the employee. In the event of any mistake by the Corporation in the amount of its remittance to the Union, the Corporation shall adjust the amount in a subsequent remittance. The Corporation'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 Union.
- 3.10** The question of what, if any, compensation shall be paid the Corporation by the Union in recognition of services performed under this Article shall be left in abeyance subject to reconsideration at the request of either party on fifteen (15) days' notice in writing.
- 3.11** In the event of any action at law against the parties hereto or either of them resulting from any deduction or deductions from payrolls made or to be made by the Corporation pursuant to Article 3.1, both parties shall cooperate

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 Union counsel fees are incurred these shall be borne by the Union. Save as aforesaid the Union shall indemnify and save harmless the Corporation from any losses, damages, cost, liability or expenses suffered or sustained by it as a result of any such deduction or deductions from payrolls.

- 3.12** The Corporation will pay monthly to the Union \$0.13 per compensated hour for each employee in the bargaining unit to reimburse Union Representatives for time off the job in the performance of union duties on behalf of employees within bargaining units at VIA represented by the Union.

**ARTICLE 4
HOURS OF SERVICE AND OVERTIME**

- 4.1** The principle of the 40-hour week is recognized and an average of 160 hours in assigned service shall constitute a basic four-week period.

- 4.2** As the nature of the work performed in On-Board Services operations necessitates irregular distribution of employees, hours of work and days of assignment, the principle of averaging will be in accordance with the following formula:

- (a) Regularly assigned employees shall be paid a basic salary for each two-week period.

Example:

	Hours Credited	Hours Paid
1st 4-week period	140	160
2nd 4-week period	<u>165</u>	<u>160</u>
	305	320
Guarantee	15	
	<u>320</u>	
Adjustment		Nil

- (b) Hours worked for each consecutive 8-week period will be averaged to determine time worked in excess of the aggregate basic 320 hours and hours in excess of the aggregate shall be paid at time and one-half.

Example:

	Hours Credited	Hours Paid
1st 4-week period	150	160
2nd 4-week period	<u>190</u>	<u>160</u>
	340	320
Adjustment 20 hours @ 1 1/2		<u>30*</u>
		<u>350</u>

* Payable 1st pay period after the 8-week period involved.

- (c) Regularly assigned employees who do not complete their assignment for whatever reason (excluding vacation with pay) will be entitled to minimum hours as follows:

No. of Days Worked (Including layover days) x 320 No. of
Days in 8-week period

NOTE: Refer to June 28th, 2001, agreement pertaining to
Corridor Service application.
(See Appendix 22)

- (d) Pay adjustments will be due and payable on the first pay period after the 8-week pay period involved.
- (e) Spare employees shall be paid for total hours worked in each pay period at pro rata hourly rates.

- (f) Hours worked by spare employees for each designated 8-week period will be totalled. Hours in excess of the total basic hours of 320 for the periods involved will be paid at time and one-half.

Example 1.

	Hours Credited	Hours Paid
1st 4-week period	190	190
2nd 4-week period	<u>150</u>	<u>150</u>
	340	340
Basic 8-week hours	320	

Adjustment 20 hours @ 1 1/2 = 30 straight time hours. Previously paid twenty (20) hours at straight time rates. Adjustment due ten (10) hours at straight time rates.

Example 2.

	Hours Credited	Hours Paid
1st 4-week period	150	150
2nd 4-week period	<u>165</u>	<u>165</u>
	315	315
Basic 8-week hours	320	
Adjustment	Nil	

- 4.3** For the purpose of computing time worked by an employee during a four-week period, time shall be counted from 0001 hours on the first day of the period until midnight of the last day of the same period.
- 4.4** (a) Assigned employees will not be required to perform work on another assignment to make up their guarantee for the basic four-week period.
- (b) Assigned employees who are removed from their assignment to perform other service will be paid not less than the ORS hours of their assignment, if they have been prevented from taking out their regular assignment. In such case, all hours worked in excess of the trip missed on their assignment will be paid over and above their guarantee and included in the accumulation of hours under Article 4.2(b). If work is performed entirely during layover, except as referred to in Article 4.27, they shall be credited with actual time worked and such time will be paid over and above guarantee and included in the accumulation of hours under Article 4.2(b).

4.5 Employees at their away-from-home terminal shall be paid a non-pensionable gross lump sum of \$125, only after each completed 24-hour period computed from their release time.

In addition to the above, for the year 2022 upon ratification, employees who are at their away from home terminal for 60 hours or more from their release time shall be credited 8 hours per each additional 24-hour period. Such hours so credited will be incorporated into the ORS and in the case of assigned employees applied against their guarantee, if any.

In addition to the above, for the year 2023 and the subsequent years, employees who are at their away from home terminal for 48 hours or more from their release time shall be credited 8 hours per each additional 24-hour period. Such hours so credited will be incorporated into the ORS and in the case of assigned employees applied against their guarantee, if any.

Example upon ratification:

Employee layover 24hrs: 125\$
Employee layover 48hrs: 250\$
Employee layover 60hrs: 250\$ + 8hrs
Employee layover 72hrs: 375\$ + 8hrs
Employee layover 84hrs: 375\$ + 16hrs
Employee layover 96hrs: 500\$ + 16hrs

Example starting 01/01/2023:

Employee layover 24hrs: 125\$
Employee layover 48hrs: 250\$ + 8hrs
Employee layover 72hrs: 375\$ + 16hrs
Employee layover 96hrs: 500\$ + 24hrs

4.6 Assigned employees held out of service at a point enroute shall be credited with eight (8) hours for each 24-hour period or the actual time of up to eight (8) hours for less than a 24-hour period. Time so credited will be applied against guarantee of the employees' assignments.

4.7 Assigned employees held for service at their home terminal during layover shall be credited with eight (8) hours for each 24-hour period so held and actual time of up to eight (8) hours for less than a 24-hour period. If prevented from taking out their regular assignment, Article 4.4 will apply.

4.8 Employees may be used off their assignments in cases of emergency, temporary promoted positions or special assignments and they will be returned to their assignment as soon as practicable.

- 4.9** Employees laid off or displaced who choose to exercise their seniority rights or return after having exercised seniority rights will not be paid for deadheading but will be provided with free meals and sleeping accommodation.
- 4.10** Employees deadheading on a car or on a pass on railway business shall be credited with twelve (12) hours for each 24-hour period and actual time up to twelve (12) hours for less than a 24-hour period (time to be computed from reporting time to release time).
- 4.11** Spare employees will be governed by the ORS of a run for the period they are required to relieve regularly assigned employees, and the ORS shall not be altered or reduced.
- 4.12** Spare employees performing unassigned service will be paid on a minute basis with a minimum of four hours for each call for terminal duty, and a minimum of four hours for a one-way trip and 8 hours for a round trip.
- 4.13** Employees shall be allowed a minimum of 8 calendar days' layover at their home terminal for each designated four-week period.
- 4.14** Spare employees operated in extra service in one direction and returned deadhead to their home terminal will be compensated at the rate for the classification of the position worked on the going trip.
- 4.15** If spare employees are returned to their home terminal in service in a higher classification than the one worked on the going trip, they will be compensated at the rate of pay for the higher classification.
- 4.16** If spare employees are returned to their home terminal in service in a classification lower-rated than the one worked on the going trip they will be compensated at the rate of the classification worked on the going trip.
- 4.17** Rest will be given in continuous periods and will not be split. Time deductions for rest periods will be as follows:
- (a) Cooks and Chefs - a maximum of eight (8) hours per night between 2200 hours and 0600 hours.
 - (b) Service Managers and Service Coordinators and Assistant Service Coordinators:

Overnight Runs

- Elapsed time 12 hours or less – no rest
- Elapsed time 12 - 24 hours - one-night enroute - 5 hours rest
- Elapsed time 24 - 36 hours - one-night enroute - 6 hours rest

- More than one-night enroute - 6 hours rest per night enroute.
- (c) All other employees - a maximum of eight (8) hours per sixteen (16) hours of duty.
 - (d) If an assigned employee is required to work any part of his rest period, such hours will be paid over and above his guarantee and included in the accumulation of hours under Article 4.2(b).
 - (e) Regular sleeping car space shall be assigned and protected for regular assignments only (not as a result of adding additional equipment) and to be designated to each crew member at the start of the trip by the service manager, where operated. If employee loses his rest as a result of crew space not provided, such hours will be paid over and above guarantee and included in the accumulation of hours under Article 4.2(b).

4.18

- (a) Employees assigned to a special train (or sections thereof) or extra equipment attached to a regular train (or sections thereof) and employees used to augment regular crews shall be considered as employees assigned to a special movement.
- (b) Employees assigned to special movements will be paid from the time required to report for duty until released from duty, with deductions made for rest periods in accordance with Article 4.17.
- (c) Employees assigned to special movements and held at a point enroute will be paid 8 hours for each 24-hour period so held or actual time of up to 8 hours for less than a 24-hour period, computed from expiration of 8 hours after arrival at such point or after completion of duties related to his assignment.
- (d) Employees assigned to special movements and held at the distant terminal will be paid held time as follows:
 - (i) Employees assigned to a special train (or sections thereof) will be paid 8 hours for each 24-hour period or actual time of up to 8 hours for less than a 24-hour period, computed from expiration of 8 hours after release from duty.
 - (ii) Employees assigned to extra equipment attached to a regular train (or sections thereof) and employees used to augment regular crews who are held beyond the regularly scheduled departure time of the first train returning to their home terminal following expiration of 8 hours after their release from duty will be paid 8 hours for each 24-hour period so held or actual time of up to 8 hours for less than a 24-hour period.

Time in such cases to start at the expiration of 8 hours after release from duty.

- 4.19 At turnaround or set-out points, time shall be computed as continuous where the interval of release from duty does not exceed two (2) hours.
- 4.20 Employees entitled to sleeping accommodation while deadheading on railway business and not provided with sleeping accommodation shall be credited with up to eight (8) hours over and above compensation in accordance with Article 4.10.
- 4.21 Employees required to remain in service on their assignments beyond the hours or days shown on the ORS due to late train arrivals at home or distant terminal, or if they are operated beyond the distant terminal of their run, deduction of rest shall be as shown on the ORS.

Example:

ORS

Delayed Operation

Ex home terminal

1st day
Ex home terminal

Arr distant terminal (R)

2nd day
Arr distant terminal (R)

Ex distant terminal (R)

3rd day
Ex distant terminal late (R)

Arr home terminal

4th day
Enroute (N.R.)

Layover

5th day
Enroute (N.R.)

Ex home terminal

6th day
Enroute (N.R.)

Arr distant terminal (R)

7th day
Enroute (R)

Ex distant terminal (R)

8th day
Arr home terminal (R)

(R) Rest deductible
(N.R.) No rest deductible

- 4.22** (a) Assigned employees who have not lost their position in sequence of operation due to late arrival at an away-from-home terminal, will be due out on their assignments on their normal departure day.

In the event such employees are held at an away-from-home terminal, payment will be in accordance with Articles 4.5 and 4.4(b), even though they are returned to their home terminal deadhead.

- (b) Assigned employees arriving at an away-from-home terminal after the established reporting time for the return movement of their assignment, as shown on the Operation of Run Statement, having been enroute for two (2) nights or more (i.e. between 2400 hours and 0700 hours) will not be required to return on their assignment unless there is a minimum period of eight (8) hours between release time inbound and actual train reporting time for the return movement. If, under these circumstances, employees have been enroute for one (1) night only (i.e., between 2400 hours and 0700 hours), they will be returned on their assignment provided there is a minimum period of two (2) hours and thirty (30) minutes between arrival time inbound and actual train departure time for the return movement. If no qualified employees are available to protect the service, the employee required to return on their assignment, despite qualifying under this Article, will have the return portion of the trip paid at time and one-half rates.

- 4.23** (a) Regularly assigned employees who have not lost their position in sequence of operation due to late arrival at their home terminal will be due out on their assignments on their normal departure day.

- (b) When the sequence of an operation is disrupted at the home terminal for whatever reason, such operation will be restored on a "first-in, first-out" basis and crews will continue in this sequence when normal operations are resumed.

- (c) When a regular assignment is temporarily suspended for whatever reason and is not abolished or cancelled as contemplated by Article 13.6, assigned employees will not be considered as held for service at their home terminal after expiration of their normal layover days.

They may thereafter be assigned to operate from the spare board in their assigned classification and such employees will be placed at the bottom of the spare board in reverse order of seniority at 0001 hours of their normal departure day. Assigned employees so affected shall be protected by guarantee provided they do not refuse spare board assignment. If spare board assignment is refused, guarantee will be protected up to and including the last day worked. When regular operations are restored, such employees will be returned to their assignment on a "first-in, first-out" basis.

4.24 Employees who do not complete their round-trip assignments (except for personal or disciplinary reasons) and are returned to their home terminal ahead of time will be compensated for actual time worked, their guarantee will be protected, and Article 4.23 will apply at the home terminal.

4.25 Assigned employees who complete their round-trip assignments but are rerouted due to an emergency or service disruption will be compensated for actual time worked (not less than ORS), their guarantee will be protected and Articles 4.22 and 4.23 will apply.

4.26 (a) Employees holding regular assignments who are awarded other regular assignments by bulletin under Article 12.3 will be protected by guarantee until expiration of layover on the last trip of their previous assignments and guarantee will resume on the date, they pick up their new assignments.

Employees will be permitted to pick up new assignments prior to the expiration of layover.

(b) Assigned employees who obtain other regular assignments by bulletin under Article 12.1 will be protected by guarantee as provided for under Article 4.26(d).

(c) In cases of displacement or abolishment, employees who exercise their seniority after displacement or abolishment, will be protected by guarantee as provided for under Article 4.26(d), and they displace any junior employee due out occupying the selected classification on the run of their choice.

(d) (1) The guarantee of employees will be protected who pick up their new assignment prior to the expiration of their previous layover, if possible, at straight time rates over and above their guarantee applicable for General Bid only;

Or -

(2) The guarantee of employees will be protected who pick up their new assignment on the same day of the expiration of their previous layover of their last trip of their previous assignment,

Or -

(3) An employee unable to pick up any assignment in his existing classification prior to the expiration of his layover of his previous assignment or on the last day of his layover of his previous assignment, will have his guarantee protected up to three days (5.71 hours per day), commencing at 0001 hours of the day following the expiration of his previous layover.

In the application of the foregoing to displacements, an employee will be required to displace only within his existing classification unless he is the junior employee within that classification. In the application of the foregoing to displacement, job abolishment or reassignment, an employee may have rest after going off duty from his previous assignment:

- i) up to 48 hours following a trip on a transcontinental run, or
- ii) up to 24 hours, following a trip on another run.

NOTE: For the purpose of this provision, the following shall be considered transcontinental runs:

*	Halifax	-	Montréal
*	Montréal	-	Gaspé
*	Montréal	-	Winnipeg
*	Toronto	-	Winnipeg
*	Winnipeg	-	Churchill
*	Winnipeg	-	Vancouver

- (e) In exercising their seniority after displacement or abolishment, employees who are required to revert to the spare board, because of having insufficient seniority to hold any assignment, will be protected by guarantee to the expiration of their layover.
- (f) Assigned employees directed to undergo training or returning from vacation, either of which makes it impossible to fulfill their assignment, may upon completion of training or vacation, be required to operate from the spare board to equalize the number of ORS hours of the trip(s) missed.
- (g) Employees who have been awarded a position by bulletin or have declared themselves for a position following abolishment of or displacement from their former position and are subsequently displaced before picking up the new position, will have guarantee protection from the date they would have picked up the new position had they not been displaced and guarantee will continue until expiration of layover of the first cycle of operation for that new position, provided they make themselves available for work from the spare board.

- (h) An employee going to the spare board to maintain guarantee protection pursuant to Articles 4.26(f) and (g), will be placed at the top of the spare board at 0001 hours of the day following completion of training or vacation, or of the day following the date he would have picked up the new position. When two or more employees go to the same spare board on the same date under these provisions, they will be placed at the top of the spare board in reverse seniority order.
- (i) Spare board employees obtaining an assignment by bulletin as provided for in Articles 12.1 and 12.3 will be protected by guarantee from the date they pick up their assignment. An employee will be continued on the spare board and subject to spare board work which will not prevent him from picking up his assignment.

In the event the Corporation requires the employee for work which prevents him from picking up his assignment, his guarantee will be protected from the date he was due out on his assignment.

4.27

- (a) Regularly assigned employees notified or called to perform terminal work not continuous with, before or after, their regular assignment shall be paid for time worked at the rate of time and one-half with a minimum of four (4) hours at the rate of time and one-half for which four (4) hours' service may be required. Such time shall be paid over and above guarantee and shall not be included in the accumulation of hours under Article 4.2(b).
- (b) Regularly assigned employees required to perform work continuous with, before or after, their regular assignment shall be credited with actual time worked and such time will be applied against guarantee and included in the accumulation of hours under Article 4.2(b), except in instances where regularly assigned employees are required upon arrival to perform transfer work related to a car other than the one to which they will be assigned on their next departure from that terminal, they shall be paid for actual time worked at the rate of time and one-half and such time shall be paid over and above guarantee and shall not be included in the accumulation of hours under Article 4.2(b).
- (c) Overtime lists shall be updated weekly and posted on all bulletin boards with copy to the Chairperson.

**ARTICLE 5
RATES OF PAY**

5.1 The classifications for positions and basic rates of pay shall be:

CLASSIFICATION	JAN 1, 2022 WEEKLY	JAN 1, 2023 WEEKLY	JAN 1, 2024 WEEKLY
Service Manager (Transcontinental)	\$1728.80 \$43.22	\$1789.20 \$44.73	\$1834.00 \$45.85
Service Manager (Corridor & Remote)	\$1574.00 \$39.35	\$1629.20 \$40.73	\$1670.00 \$41.75
Service Coordinator	\$1468.00 \$36.70	\$1519.20 \$37.98	\$1557.20 \$38.93
Chef	\$1448.40 \$36.21	\$1529.20 \$38.23	\$1567.60 \$39.19
Assistant Service Coordinator	\$1370.00 \$34.25	\$1418.00 \$35.45	\$1453.60 \$36.34
Activity Coordinator	\$1370.00 \$34.25	\$1418.00 \$35.45	\$1453.60 \$36.34
Learning Coordinator	\$1370.00 \$34.25	\$1418.00 \$35.45	\$1453.60 \$36.34
Cook	\$1271.20 \$31.78	\$1315.60 \$32.89	\$1348.40 \$33.71
Senior Service Attendant	\$1263.60 \$31.59	\$1308.00 \$32.70	\$1360.80 \$34.02

5.2 Employees filling positions of Service Manager, Service Coordinator, Chef and Cook, having less than 79 weeks' compensated cumulative service with the Corporation will be paid as follows:

- 1st 26 weeks - 10% less than the basic weekly rate
- 27-52 weeks - 6% less than the basic weekly rate
- 53-78 weeks - 3% less than the basic weekly rate
- 79 & thereafter - the full basic weekly rate

Employees filling positions as Assistant Service Coordinator, Senior Service Attendant and Service Attendant, having less than 131 weeks' compensated cumulative service with the Corporation will be paid as follows:

- 1st 26 weeks - 20% less than the basic weekly rate
- 27- 52 weeks - 17% less than the basic weekly rate
- 53- 78 weeks - 14% less than the basic weekly rate
- 79-104 weeks - 11% less than the basic weekly rate
- 105-130 weeks - 8% less than the basic weekly rate
- 131 & thereafter - the full basic weekly rate

A maximum of 160 compensated service hours per four-week period will be allowed in computing advancing rates.

In the application of this Article 5.2, guarantee time will be included as compensated cumulative service.

- 5.3** Effective January 1, 2002, the duties of Service Attendant and the Senior Service Attendant positions will be merged to form one (1) classification within Collective Agreement No. 2. However, VIA will not be obliged to recall for service any employee hired as a Senior Service Attendant after January 1, 2002, to meet seasonal requirements until such employee has completed one year of cumulative compensated service.

Newly hired employees will be paid as per the Senior Service Attendant step rate. Effective January 1, 2002, employees presently paid at the Service Attendant rate of pay will be paid the appropriate Senior Service Attendant rate of pay, in accordance with their weeks of cumulative compensated service.

- 5.4** Newly hired employees will be paid the basic rate of the position they were hired for while in training.

Training hours for a new position will be paid the basic rate of pay for that position. However, the weeks/hours counted to reach the higher/next wage scale begin when the training is completed.

ARTICLE 6 LODGING AND LIVING EXPENSES

- 6.1** (a) On trains with meal service cars, meals without charge will be provided to employees during assigned meal hours. However, a meal allowance in lieu of meal may instead be paid to employees assigned to trains on which only one meal is served to employees.
- (b) Where there is no meal service car, a meal allowance will be provided to employees who are on duty **or away from their home terminal during** the following hours or any portion thereof:

Breakfast	-	07:30-08:30
Luncheon	-	11:30-12:30
Dinner	-	17:30-18:30

- 6.2** The meal allowance in lieu of free meals to employees covered by this Agreement will be **\$8.00** for Breakfast, **\$10.00** for Luncheon and **\$13.00** for Dinner.

Employees required to work overnight on Trains 50-51 will receive a meal allowance equivalent to the dinner allowance instead of breakfast.

- 6.3** Employees will be provided with lodging accommodation at away-from-home terminals and sleeping accommodation during rest periods enroute.
- 6.4** Employees deadheading on corporate business will be provided with sleeping accommodation enroute, and meals, in accordance with Articles 6.1 and 6.2 as applicable.
- 6.5** (a) Employees arriving at distant or intermediate terminals will be provided with meals or meal allowance in lieu thereof at regular meal periods commencing from **their release time**.
- 6.6** Employees assigned to special movements requiring stopovers enroute will be provided with meals or meal allowance in lieu thereof at regular meal periods commencing from time of arrival at such point, if meal service is not available.
- 6.7** Employees performing spare work in accordance with Article 7.2(vii) out of a home terminal where a spare board is not maintained will be provided with meals or a meal allowance in lieu thereof while at that point following expiration of eight (8) hours from the time of their first arrival there.

ARTICLE 7 SPARE BOARD

- 7.1** Spare boards for employees covered by this Agreement will be maintained at Halifax, Moncton, Montreal, Toronto, Winnipeg, Vancouver, and other points as may be agreed upon and classification lists shall be set up in accordance with local requirements.
- 7.2** A spare board classification list will have a maximum of five classifications as agreed upon between the designated corporate officer and the Local Chairperson, and will list names of senior unassigned employees (to operate on the "first-in, first-out" principle) who will be required to protect the following services:
- (i) Newly created temporary positions and temporary vacancies in regularly assigned positions considered to be of less than thirty (30) days' duration on a trip-by-trip basis.
 - (ii) Standby or terminal duty (except as specified in Article 4.27). Standby employees required for road service after the cut-off time will be assigned in their spare board order.
 - (iii) Relief for annual vacations, including additional layover continuous therewith.

- (iv) Additional monthly layover in assigned positions at home terminal (if such monthly layover has not been made part of an assignment).
- (v) Extra road service, including augmenting of crews.
- (vi) Such other work as agreed upon between the designated officer of the Corporation and the Local Chairperson.
- (vii) Spare work out of home terminals where spare boards are not maintained. Spare employees may be required to make a maximum of three (3) round trips out of such terminals and if held in excess of this number they shall be credited with eight (8) hours for each 24-hour period between each trip out of such home terminal in excess of three (3), and actual time up to eight (8) hours for less than a 24-hour period, such time shall be computed from expiration of eight (8) hours after release from duty. Employees will be advised, prior to leaving their home station, the expected number of round trips they will be required to make out of home terminals where spare boards are not maintained.

The number of employees on the spare board shall be regulated, as agreed upon between the Corporation and the Local Chairperson, in order to provide as closely as possible, the basic hours in a four-week period.

- 7.3** Employees who have elected to operate from the spare board, and who have been qualified to work in more than one position, will be required to declare in writing the specific positions in which they will be listed for spare board call.
- 7.4** Employees carried on the spare board will only be subject to call for the positions in which they are qualified to work and for which they have declared themselves to be available, on a "first-in, first-out" basis. In cases of emergency these employees will be called for positions in which they may be qualified, but for which they have not declared themselves available. Employees used in emergency situations shall have their names, positions used, the nature of the emergency, and hours indicated on the daily spare board list.
- 7.5** Employees who desire to operate in another classification on the spare board providing they are qualified may do so, on submission of written notice to the designated officer of the Corporation 48 hours prior to the first day of each four-week period.
- 7.6** (a) Spare employees at away-from-home terminals will be used on a one-way movement in the homeward direction in preference to the spare employees operating out of that terminal; "first-in, first-out" principle to apply, or seniority to govern if more than one employee arrives on the same train.

- (b) Employees who request additional layover at away-from-home terminals may be granted same provided the Corporation is not put to additional expense. They will forfeit their rights to return in extra service ahead of other spare employees who arrive later.

If their services were required during the additional layover requested by them at away-from-home terminal they will be returned deadhead without pay when they report for duty.

7.7

- (a) Hours of call shall be established in accordance with service requirements. The names of employees will not be dropped to the bottom of the spare board if they are not available for a call outside the call hours locally agreed upon.
- (b) If employees cannot be contacted during call hours, their names will be placed at the bottom of the spare board as at midnight that day.
- (c) If employees refuse a call, their names will remain off the spare board, until the earliest time the employees who were assigned to the run would return, at which time their names will be placed at the bottom of the spare board in the order they would have arrived.
- (d) If employees refuse a call or cannot be contacted during call hours for standby or terminal duty only, their names will be placed at the bottom of the spare board as at midnight that day.

7.8

- (a) When a classification within a spare board is depleted to the extent that only names of employees who have accumulated 144 hours in their basic four-week period remain thereon, positions except for terminal duty and short trips will be filled on a "first-in, first-out" basis, by qualified employees listed in other classifications of equal or lesser rate of pay who have accumulated less than 144 hours. If no such employee is available, the Corporation may fill the position with a qualified employee listed in another classification of a higher rate of pay who has accumulated less than 144 hours. The employee from the classification with the higher rate of pay filling the position will be compensated at the said higher rate of pay.
- (b) When all classifications on the spare board are depleted of qualified employees to the extent that only the names of employees who have accumulated 144 hours in their basic four-week period remain thereon, positions may be filled by qualified laid-off employees in seniority order. If qualified laid-off employees are not available, qualified employees who have accumulated 144 hours or more but less than 160 in their basic four-week period may be used. In such instances, employees with the lesser number of hours will be assigned. In the event there are two (2) or more employees with the same number of hours, the "first-in, first-out" principle will apply.

- (c) When a classification within a spare board is exhausted to the extent that no names of qualified employees are listed thereon positions will be filled on a "first-in, first-out" basis, by qualified spare board employees listed in other classifications of equal or lesser rate of pay who have accumulated less than 144 hours. In the event such employees are not available, positions may be filled by qualified laid-off employees in seniority order. If qualified laid-off employees are not available, qualified employees listed in other classifications who have accumulated 144 hours or more but less than 160 in their basic four-week period may be used.

In such instances, employees with the lesser number of hours will be assigned. In the event there are two (2) or more employees with the same number of hours, the "first-in, first-out" principle will apply.

- (d) When the entire spare board is exhausted of qualified employees, qualified laid-off employees will be called in seniority order. If qualified laid-off employees are not available, qualified employees on the outgoing crew will be promoted to fill such assignments (senior may, junior must). Employees so promoted will be compensated at the higher classification for the ORS hours of the trip in the direction(s) worked or actual hours worked, whichever is greater; the difference in earnings will be paid at straight time over and above the guarantee of the employee if any. Vacant positions resulting from the promotions will be filled in accordance with the normal calling procedures. If no employee on the outgoing crew is so promoted, the position will be filled in the following order:

- (1) Qualified assigned employees who have declared themselves, in writing, as available for work during layover, including additional layover, in seniority order providing the assignment can be completed during such layover days and the rate of pay for the classification required is equal to or higher than their assigned position.
- (2) Other qualified assigned employees on layover, including additional layover, in seniority order, providing the assignment can be completed during such layover days and the rate of pay for the classification required is equal to or higher than their assigned positions.
- (3) Qualified spare board employees whose names have been removed account having accumulated 160 hours in the basic four-week period. In such instances, employees with the lesser number of hours will be assigned. In the event there are two or more employees with the same number of hours, the "first-in, first-out" principle will apply.

- 7.9** Spare employees arriving at home terminal will be assigned to the spare board in the order in which they arrive. If more than one (1) employee returns on the same day and hour, the order of their seniority will govern.
- 7.10** When more than one spare employee arrives on the same train they will be positioned on the spare board in the following order: first, deadheading employees (in seniority order) and second, employees in revenue service (in seniority order).
- 7.11**
- (a) Spare employees will be returned to the spare board in accordance with Articles 7.9 and 7.10 and will not be called until expiration of their rest period except in event of emergency.
 - (b) Spare employees, may, on signed request, have a layover period for rest (at home terminal) after revenue or deadhead service not exceeding in total the compensated hours for their last round trip in Transcontinental Service and twice the compensated hours in other than Transcontinental Service except in event of emergency.
 - (c) If a spare board employee books rest on arrival at the home terminal thereby causing the loss of a trip, his guarantee shall nonetheless be protected, provided that the spare board employee filling such trip was required to report for duty within ten hours from the time he booked rest (or fourteen hours from the time he booked rest if he had been on a trip for more than twenty-four hours).
- Notwithstanding the above, spare board employees with a guarantee will be assigned 8 days off in a 28-day schedule.
- 7.12** When filling a temporary vacancy in a regular assignment, spare employees shall be governed by conditions of the appropriate Operation of Run Statement, and they shall revert to the bottom of the spare board as per Articles 7.9 and 7.10.
- 7.13** Spare board lists will be posted each morning in the Reporting Office, showing names of all employees on the spare board, their incoming and outgoing trains, and total hours to their credit as of midnight the previous day. Spare employees returning from leave of absence or vacation will be placed at the bottom of the spare board at the time they report for duty.
- 7.14** Regularly assigned employees will not be permitted to book off after the established "cut-off" time without the permission of the Corporation.

- 7.15** If regularly assigned employees are permitted to book off after the "cut-off" period, and the employee "first-out" cannot be contacted on short notice, employees on standby will be assigned in their order on the spare board and, if necessary, available spare board employees who have accumulated less than 144 hours in their basic four-week period may be assigned. Under such circumstances, the employees who could not be contacted will not lose their turn on the spare board.
- 7.16** The names of spare employees will be removed from the spare board after they have accumulated 160 hours in a basic four-week period. Such employees will not be eligible for duty except in accordance with Article 7.8(d) (3). Spare employees with less than 144 accumulated hours in a basic four-week period will not be restricted for duty. Spare employees in a classification of their choice who have accumulated 144 hours or more but less than 160 in a basic four-week period may be used on short trips or standby and as required in accordance with Articles 7.8(b) and 7.8(c).
- 7.17** Names restored to the spare board after being removed in accordance with this Article shall be placed at the bottom of the spare board as at midnight of the last day of the four-week period in order of their seniority.
- 7.18** If a request to have the assistance of a fellow employee at a hearing is made in accordance with Article 24.11 and such employee is assigned to the spare board, he will not lose his turn on the spare board.

ARTICLE 8 GENERAL HOLIDAYS

- 8.1** All employees, from their first day of work, are entitled to 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 not be moved to another normal working day.

Occasion	Atlantic	Quebec	Ontario	West	Alberta
New Year's	✓	✓	✓	✓	✓
Day after New Year's		✓	✓	✓	
Family Day					✓
Good Friday	✓	✓	✓	✓	✓
Easter Monday	✓				
Victoria Day	✓	✓	✓	✓	✓
St. Jean Baptiste		✓			
Canada Day	✓	✓	✓	✓	✓
Civic Holiday	✓	✓	✓	✓	✓
Labour Day	✓	✓	✓	✓	✓
National Day for Truth and Reconciliation	✓	✓	✓	✓	✓
Thanksgiving	✓	✓	✓	✓	✓
Remembrance Day	✓		✓	✓	✓
Christmas	✓	✓	✓	✓	✓
Boxing Day	✓	✓	✓	✓	✓

If, in any province or part thereof, a holiday is more generally recognized than any one of the holidays specified above, the signatories hereto will substitute such holiday therefore in that province or part thereof. If such signatories fail to agree that such holiday is more generally recognized, the dispute will be submitted to arbitration for final decision.

8.2 Such pay shall be separate and apart from the four-week guarantee and from hours earned during the four-week period in which the holiday occurs.

8.3 In order to qualify for pay for any one of the holidays specified in Article 8.1, an employee:

- (a) must be available for duty on such holiday if it occurs on one of his work days excluding vacation days except that this does not apply in respect of an employee who is laid off or suffering from a bona fide injury, or who is hospitalized on the holiday, or who subsequently qualifies for weekly sickness benefits because of illness on such holiday; a regularly assigned employee who is required to work on such general holiday shall be given an advance notice of four calendar days, except for unforeseen exigencies of the service, in which case he will be notified not later than the completion of his shift or tour of duty immediately preceding such holiday that his services will be required. The holiday pay for employees in receipt of weekly sickness benefits

is deemed to be included in the weekly sickness benefits.

- (b) Employees in spare service shall not be governed by the provisions of Clause (a) of Article 8.3 but, in addition to meeting the requirements of Clause (a) thereof, must have been available for service on the holiday if required.

8.4 A qualified employee whose vacation period coincides with any of the general holidays specified in Article 8.1 shall receive an extra day's vacation with the pay to which the employee is entitled for that general holiday; for regular employees the first day of layover following the vacation period, and for spare employees the first day available but not required to work, shall be recognized as the holiday with pay.

8.5 (a) An assigned employee qualified under Article 8.3 and who is not required to work on a general holiday shall be paid eight (8) hours' pay at the straight time rate of his regular assignment.

- (b) An unassigned or spare employee qualified under Article 8.3 and who is not required to work on a general holiday shall be paid eight (8) hours' pay at the straight time rate applicable to the position in which such employee worked his last tour of duty prior to the general holiday.

- (c) If the unassigned or spare employee does not qualify for payment as per Article 8.3a and was available but not required to work on the holiday, holiday pay will be calculated as 1/20 of wages earned, excluding holiday pay, by the employee during the 4 weeks that preceded the week in which the general holiday occurred.

8.6 An employee who is required to work on a general holiday shall be paid, in addition to the pay provided in Article 8.5, at a rate equal to one and one-half times his regular rate for all hours worked between 2400 hours on the eve of the recognized general holiday and 2359 hours on the night of the recognized general holiday, both times inclusive.

ARTICLE 9 VACATIONS

9.1 An employee who, at the beginning of the calendar year, is not qualified for vacation under Article 9.2 hereof, shall be allowed one calendar days' vacation with pay for each eighteen (18) days worked during the preceding calendar year, with a maximum of fourteen (14) days' vacation under Article 9.2 hereof.

9.2 Subject to the provisions of Note 1 below, an employee who, at the beginning of the calendar year, has maintained a continuous employment relationship for at least three (3) years, shall have his vacation scheduled on the basis of one calendar days' vacation with pay for each 12 days worked during the preceding calendar year, with a maximum of 21 days' vacation; in subsequent years, he will continue vacation entitlement on the foregoing basis until qualifying for additional vacation under Article 9.3 hereof.

Note 1: An employee covered by Article 9.2 will be entitled to vacation on the basis outlined therein if on his fourth or subsequent anniversary date he is still employed by the Corporation. If such employee leaves the service for any reason prior to such anniversary dates the adjustment will be made at the time of leaving.

9.3 Subject to the provisions of Note 2 below, an employee who, at the beginning of the calendar year, has maintained a continuous employment relationship for at least 9 years, shall have his vacation scheduled on the basis of one calendar days' vacation with pay for each 9 days worked, during the preceding calendar year, with a maximum of 28 days' vacation; in subsequent years, he will continue vacation entitlement on the foregoing basis until qualifying for additional vacation under Article 9.4 hereof.

Note 2: An employee covered by Article 9.3 will be entitled to vacation on the basis outlined therein if on his tenth or subsequent anniversary date he is still employed by the Corporation. If such employee leaves the service for any reason prior to such anniversary dates the adjustment will be made at the time of leaving.

9.4 Subject to the provisions of Note 3 below, an employee who, at the beginning of the calendar year, has maintained a continuous employment relationship for at least 19 years, shall have his vacation scheduled on the basis of one calendar days' vacation with pay for each 7 days worked, during the preceding calendar year, with a maximum of 35 days' vacation; in subsequent years, he will continue vacation entitlement on the foregoing basis until qualifying for additional vacation under Article 9.5 hereof.

Note 3: An employee covered by Article 9.4 will be entitled to vacation on the basis outlined therein if on his twentieth or subsequent anniversary date he is still employed by the Corporation. If such employee leaves the service for any reason prior to such anniversary dates, the adjustment will be made at the time of leaving.

9.5 Subject to the provisions of Note 4 below, an employee who, at the beginning of the calendar year, has maintained a continuous employment relationship for at least 26 years, shall have his vacation scheduled on the basis of one calendar days' vacation with pay for each 6 days worked, during the preceding calendar year, with a maximum of 42 days' vacation.

Note 4: An employee covered by Article 9.5 will be entitled to vacation on the basis outlined therein if on his twenty-seventh or subsequent anniversary date he is still employed by the Corporation. If such employee leaves the service for any reason prior to such anniversary dates the adjustment will be made at the time of leaving.

9.6 (a) Regularly assigned employees will commence vacation on the calendar day on which they would normally be due out on their assignment and will remain off duty for the number of days' vacation due in Articles 9.1, 9.2, 9.3, 9.4 and 9.5.

(b) Employees will be credited with hours for vacation as follows: 40 hours for each consecutive 7 calendar days of vacation and 5.71 hours per calendar day for periods of less than 7 days (i.e., 40 divided by 7 = 5.71).

9.7 An employee who while on annual vacation, becomes ill or is injured, shall have the right to terminate (temporarily) his vacation and be placed on weekly indemnity. An employee who is again fit for duty shall immediately so inform the corporate officer in charge and will continue his vacation if within his scheduled dates. If the remaining vacation falls outside the employee's scheduled dates, such vacation will be rescheduled as may be mutually agreed between the proper officer of the Corporation and the authorized local Union representative.

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

9.9 An employee who is entitled to vacation shall take same at the time scheduled. If, however, it becomes necessary for the Corporation to reschedule an employee's scheduled vacation dates, he shall be given at least 15 working days' advance notice of such rescheduling and will be paid at the rate of time and one-half his regular rate of wages for all work performed during the scheduled vacation period. The rescheduled vacation with pay to which he is entitled will be granted at a mutually agreed upon later date. This Clause 9.10 does not apply where rescheduling is a result of an employee exercising his seniority to a position covered by another vacation schedule.

- 9.10** (a) Provided an employee render compensated working service in any calendar year, time off duty account bona fide illness, injury, union business in accordance with Article 17.2, 17.3 and 17.4, called to court as a witness, or for uncompensated jury duty, not exceeding a total of 150 days in any calendar year, shall be included in the computation of service for vacation purposes.
- (b) An employee who takes an authorized leave of absence for maternity and/or parental in accordance with the terms and conditions of the Canada Labour Code, Part III shall have such period included in the computation of service for vacation purposes.
- 9.11** Vacation days shall be exclusive of the general holidays specified in Article 8.
- 9.12** A spare employees shall be granted vacation in accordance with this Article at the hourly rate of the classification of the trip immediately preceding the day he commences his vacation.
- 9.13** An employee terminating his employment for any reason at a time when an unused period of vacation with pay stands to his credit shall be allowed vacation calculated to the date of his leaving the service, as provided for in Articles 9.1, 9.2, 9.3, 9.4 and 9.5, and, if not granted, will be allowed pay in lieu thereof.
- 9.14** (a) In the event an employee is laid off, they may elect either;
- (i) To receive payment in lieu of vacation for all outstanding vacation due to them at the beginning of the current calendar year, or;
- (ii) To take the vacation at the time allotted to them pursuant to Article 9.19 or 9.20.
- (b) If the employee is laid off at the time the vacation was scheduled, they shall receive payment in lieu of vacation for all outstanding vacation due to them.
- (c) In the event there is a payment made in lieu of vacation, the number of days of vacation represented by the payment will be included in the computation of cumulative compensated service.

- 9.15** An employee who:
- (a) leaves the service of his own accord, or
 - (b) is dismissed for cause and not reinstated in his former seniority standing within two years of date of such dismissal,
- will if subsequently returned to the service, be required, to again qualify for vacation with pay as provided in Articles 9.1, 9.2, 9.3, 9.4 and 9.5.
- 9.16** An employee who has become entitled to a vacation with pay shall be granted such vacation within a twelve-month period immediately following the completion of a calendar year of employment in respect of which the employee became entitled to the vacation.
- 9.17** A list of the anticipated number of days' vacation entitlement for each employee shall be posted prior to **January 20th** of each year. Applications for annual vacation shall be filed prior to **February 20th** of each year.
- 9.18** Applications filed prior to **February 20th** insofar as it is practicable to do so, will be allotted vacation during the summer season, in order of seniority of applicants. Unless otherwise authorized by the officer of the Corporation in charge, the vacation period may be split twice at the employee's discretion, provided it does not cause the Corporation to incur any additional expense in the protection of guarantee or otherwise. If the employee does not elect to split his vacation, it shall be continuous. Applicants will be advised in February of dates allotted them, and unless otherwise locally arranged, employees must take their vacation at the time(s) allotted.
- 9.19** Unless otherwise locally arranged, employees who do not apply for vacation prior to February 1st, shall be required to take their vacation at a time to be prescribed by the Corporation.
- 9.20** The absence of employees on vacation with pay, as provided in this Agreement, will not be considered as a vacancy, temporary or otherwise, in applying the bulletin rules of the Agreement.
- 9.21** Time off on account of vacation under the terms of this Agreement will not be considered as time off account employee's own accord under any guarantee clauses and will not be considered as breaking such guarantee.
- 9.22** Notwithstanding Article 12.1 and Article 12.3, the Manager responsible for vacation allotment and the Local representative or his/her delegate will meet in November each year to review vacation scheduling in order to, as far as practicable, make local arrangements to carry on work while

members are on vacation without incurring additional expense for the Corporation.

ARTICLE 10 SENIORITY GROUPING

10.1 For the purpose of seniority, employees shall be grouped as follows:

VIA Atlantic
VIA Quebec
VIA Ontario
VIA West

ARTICLE 11 SENIORITY STATUS AND LISTS

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

Employees will remain on the seniority list providing they have performed some actual work for the Corporation within twenty-four (24) months from the first day of compensated service and any period of twenty-four (24) consecutive months thereafter or are on authorized leave of absence (i.e. illness, injury, Union leave, WCB and others); otherwise, the employee will forfeit his seniority, his name will be removed from the seniority list and his employment with the Corporation will be terminated. The period of twenty-four (24) months will commence after the weekly layoff benefits terminate.

If the affected employee wishes to maintain his seniority, they must so notify the Department Director, or his designate, in writing prior to the completion of the 24-month period. This period will be extended for a further 12 months. If no actual work is performed by the employee for the Corporation within the further 12-month period, the employee then will forfeit their seniority, their name will be removed from the seniority list and their employment with the Corporation will be terminated.

11.2 A seniority list will be posted in each of the respective seniority regions in January of each year and copies will be furnished to the designated National or Regional Representative of the Union and Local Chairperson concerned. Such list will show names, date from which seniority will accumulate, and position symbols designating qualifications.

A seniority list will be maintained at the Control Clerk's desk (On-Train Services) and available for viewing at all times.

11.3 Employees will be considered as on probation until they have completed eighty (80) days of actual work in the service of the Corporation. The employees may be removed for cause, which in the opinion of the Corporation renders the employee unsuitable for its service during such period or extended period. A Union representative will be invited to participate in the meeting which may be in person or by phone when an employee on probation is discharged or disciplined. Probationary employees shall have access to the grievance procedure.

11.4 Protests in regard to seniority status must be submitted in writing within 60 calendar days from the date seniority lists are posted. When proof of error is presented by employees or their representative, such error will be corrected and when so corrected, the agreed upon seniority date shall be final. No change shall be made in the existing seniority status of employees unless concurred in by the designated National or Regional Representative of the Union. A supplemental bulletin will be issued by the Corporation and posted by June 30th of each year showing any corrections to the seniority list as provided for above.

11.5 Due to the impact of varying start times to work shifts/schedules for establishing seniority, the following process will be used to determine seniority when more than 1 person commences work in the same seniority group:

With the designated union representative for the group present during the prescribed training period as outlined in the collective agreement, a random draw with all the names of current entry level participants will be conducted by the union representative in order to establish seniority.

11.6 (a) PERMANENT POSITIONS

An employee holding seniority under this Agreement and who is presently filling or who may in the future be promoted to an official Permanent position with the Corporation which is excepted from any provision of this or any Collective Agreement, will have his or her name continued on the seniority list of the group from which promoted at his or her home seniority terminal and will retain seniority rights and continue to accumulate seniority while so employed for the duration of the six (6) cumulative months. The employee shall be required to pay unions dues at the rate of the last position held prior to being staffed out for the duration of six (6) cumulative months for the sole purpose of protecting seniority. The corporation will be required to provide written notice to the Regional Representative of promotions at the time when the employee is staffed out. Thereafter, such employee will cease to accumulate any further seniority until such employee returns to a position within the bargaining unit. The period of six cumulative months may be extended through a management- union accord.

When an employee who has not forfeited his seniority under the above provision, is released from such excepted employment, he will be placed on the spare board, and must be available for work from the spare board within 30 calendar days from the date of release from excepted employment. Failing this, he shall forfeit his seniority and his name shall be removed from the seniority list.

NOTE: When an employee is promoted to an excepted position his position will be filled in accordance with Article 12.

NOTE: If the employee who is promoted temporarily does not advise the Regional Representative in writing before the end of the next pay period of the date, he is occupying a management position, the employee's seniority will be forfeited.

(b) TEMPORARY POSITIONS

An employee holding seniority under this Agreement and who is presently filling or who may in the future be promoted temporarily to an official or any Temporary position with the Corporation which is excepted from any provision of this or any Collective Agreement, will have his name continued on the seniority list of the group from which promoted at his home seniority terminal and will retain seniority rights and continue to accumulate seniority while so employed for a period of twelve (12) consecutive months. The employee shall be required to pay unions dues at the rate of the last position held prior to being staffed out for the duration of the twelve (12) consecutive months for the sole purpose of protecting seniority. The appropriate officer of the Corporation shall advise the Regional Representative in writing of such temporary promotions and the duration thereof at the time when the employee is staffed out. The period of twelve consecutive months may be extended through a mutual agreement.

When an employee who has not forfeited his seniority under the above provision, is released from such excepted employment, he will be placed on the spare board, and must be available for work from the spare board within 30 calendar days from the date of release from excepted employment. Failing this, he shall forfeit his seniority and his name shall be removed from the seniority list.

NOTE: Employees promoted to excepted positions for less than 60 days will be allowed to return to their former positions within 10 calendar days from the date of release from excepted employment. The positions so vacated will be considered as temporary vacancies in accordance with Article 12.3.

NOTE: In the application of this paragraph, should an employee holding a non-scheduled, official, or excepted position be set back to a position covered by this Collective Agreement for a period of less than three (3) months, such time will be considered as part of the twelve (12) consecutive months.

NOTE: If the employee who is promoted temporarily does not advise the Regional Representative in writing before the end of the next pay period of the date, he is occupying a management position, the employee's seniority will be forfeited.

If the 12-month temporary position becomes permanent, the seniority will freeze at the end of the 6 months period.

(c) TEMPORARY TRAINING INSTRUCTOR

An employee holding seniority under this agreement and who is presently filling or who may in the future be promoted to an official or excepted position as Temporary Training Instructor with the Corporation which is excepted from any provision or any Collective Agreement will have his or her name continued on the seniority list of the group for a period of twelve (12) months from which promoted at his or her home seniority group and will retain seniority rights and continue to accumulate seniority while so employed. The employee shall be required to pay unions dues at the rate of the last position held prior to being staffed out for the duration of the twelve (12) consecutive months for the sole purpose of protecting seniority. The Corporation will notify the Regional representative in writing of such promotions at the time the employee is staffed out.

When an employee who has not forfeited his seniority under the above provision, is released from such excepted employment, he will be allowed to return to his former position within 10 calendar days from the date of release from the excepted employment. The position so vacated will be considered as temporary vacancy in accordance with Article 12.3.

NOTE: If during the employee's absence he has been displaced from his permanent regular assignment or his regular assignment has been abolished the employee so affected will be allowed to exercise his seniority, to any position, if qualified.

NOTE: If the employee who is promoted temporarily does not advise the Regional Representative in writing before the end of the next pay period of the date, he is occupying a management position, the employee's seniority will be forfeited.

If the 12-month temporary position becomes permanent, the seniority will freeze at the end of the 6 months period.

11.7 Employees awarded in-charge positions as:

- (1) Service Coordinators who were qualified as Porters, will automatically acquire qualifications as Senior Service Attendants and Service Attendants.
- (2) Chefs will automatically acquire qualifications as Cooks in any meal service car.

11.8 Employees while filling positions under this Agreement who accept positions covered by another wage agreement may continue to fill such positions for a continuous period up to 6 months without loss of seniority. Provided they can hold work on their own seniority region, such employees shall exercise their seniority at, or prior to, the expiration of such 6-month period, or forfeit their seniority rights under this Agreement.

An employee who chooses to remain within the new collective agreement will be eligible for Job Security under the Supplemental Agreement after (2) two years or more of service in the new collective agreement.

As a result, Weekly Lay-off Benefits will be based on the employee's service in the new agreement.

Upon reaching two years' service in the new agreement, transferred employees will be entitled to Weekly Lay-off Benefits based on the calculation of service from the date of entry into the Corporation's service as an employee.

NOTE: The present article will not apply to employees who are transferred from one Agreement to another under a duty to accommodate agreement. Accommodated employees' service will be calculated as though they had not transferred agreements and in accordance with the Supplemental Agreement.

Employees currently on Job Security benefits will remain eligible for such benefits in accordance with the Supplemental Agreement.

11.9 Article 11.8 shall not apply to employees who, while holding seniority rights under another wage agreement, obtain employment and establish seniority under this Agreement. If such employees, while filling positions under this Agreement, exercise their seniority under the provisions of another wage agreement, their names will be dropped from the seniority list. Employees shall not be regarded as having exercised seniority rights when used for emergency service only.

11.10 The Corporation will consider a written request from the senior qualified employee to transfer from one region to another within the same collective agreement. Such a request shall be considered only if the destination region is in the process of hiring to address a manpower shortage and the employee is laid off at his home terminal.

The employee will accumulate seniority rights in his new seniority group from the date he commences work in the new seniority group. He will also retain seniority rights in his former seniority group for a period of 6 months, or until the next scheduled General Bid, whichever is later. If he chooses to return to his former seniority group, he will forfeit his seniority rights in the seniority group to which he had transferred.

ARTICLE 12

BULLETINING AND FILLING OF POSITIONS

12.1 (a) All the employees will be given the choice of run on a General Bid which will be posted during the second quarter once per year.

The Local Chairperson will be notified of the date of the General Bid by March 01.

During the open period of the General Bid, assigned employees will remain on their assignments until the effective date of the new assignments.

12.1 (b) When a change is significant to a service or services, the Corporation may determine that an additional bid be posted.

1. A thirty (30) day notice will be provided to the Local Chairperson
2. The additional bid may be posted on a Regional basis
3. The same protection as on a General Bid applies for the employees when an additional bid is posted

12.2 Bulletins showing effective date will be accompanied by Operation of Run Statements showing full particulars. They will be posted for 10 days in places accessible to all employees affected. Copies of all bulletins and Operation of Run Statements issued under this Article shall be furnished to the Local Chairperson and the designated National or Regional Representative of the Union if possible, prior to posting.

12.3 (a) Vacancies in regularly assigned positions, temporary vacancies and newly-created positions any of which are known to be of 30 calendar days' duration or more, shall be bulletined on their respective seniority regions within 5 calendar days of the vacancy occurring except as provided for in Article 12.1.

- (b) Corporation may canvass spare board employees up to the junior employee with M.O.E., in seniority order, to fill any vacancy known to be 28 days or more. Spare board employees without

M.O.E. may refuse the vacancy. In the event no senior employee with or without M.O.E. accepts the vacancy, the junior spare board employee with M.O.E. will be forced to the vacancy. (Senior may, junior must).

Employees will be entitled to book rest before going to the assignment and will be entitled to the layover days of the Operation of Run Statement (“ORS”) of the assignment occupied prior to returning to the spare board.

Spare board employees will be required to protect vacancies up to the rate of pay protected by their M.O.E.

- 12.4** Bulletins shall be posted on each seniority district affected within 5 calendar days (exclusive of Saturdays, Sundays and general holidays) from the date the duration of the vacancy is known. They shall show the effective date and be posted for 10 calendar days in places accessible to all employees affected.

Operation of Run Statements for the bulletined vacancies will also be posted. Copies of all bulletins and Operation of Run Statements issued under this Article shall be furnished to the Local Chairperson and the designated National or Regional Representative the Union, if possible, prior to posting.

- 12.5** Applications for positions must be submitted in writing to the designated officer of the Corporation within 10 days from the date a bulletin is posted. Applications will not be accepted from the employees creating the vacancies.

- 12.6** (a) Assignments will be made by the Corporation based on seniority, training, fitness and ability and those selected will be required to undergo practical tests, write any rules and/or examinations required unless previously qualified in the position. Names of employees assigned to positions will be posted within 5 days, exclusive of Saturdays, Sundays and general holidays, giving reference to dates and numbers of original bulletins.

- (b) Prior to departure of each train, all regularly assigned employees will be given the opportunity by classification to select their activity card in seniority order, then spare board employees will select, also in seniority order if more than one. Activity would be for a round trip unless otherwise locally agreed.

- 12.7** Employees awarded positions by bulletin shall be required to take up their assignment within 10 calendar days of posting of the award. Employees failing to take up their assignments without just cause shall forfeit their seniority under this Agreement and the runs shall be re-bulletined.
- 12.8** If insufficient or no bids are received for vacancies, the Corporation will fill the assignments as follows:
- (a) Junior qualified employees from the spare board will be assigned, or
 - (b) In the event there are no qualified employees on the spare board the senior qualified laid-off employees will be assigned in accordance with Article 13.13; or
 - (c) In the event there are no qualified employees on the spare board or laid off, the junior qualified assigned employees will be placed on the assignments provided an increase in rate is involved and only until other more junior employees have been trained.
- 12.9** When runs are re-bulletined as provided for in Article 12.1, the run or runs affected will be declared vacant from the home terminal on the effective date of assignment to be specified in the bulletin.
- 12.10** When it is necessary to change an Operation of Run Statement between the general bids prescribed in Article 12.1 to the extent of an increase or decrease of 8 hours or more in a basic four-week period, the Local Chairperson concerned will be advised of the particulars and the assignment shall be declared vacant effective with the date of the changed conditions and the run shall be re-bulletined.
- 12.11** During the period bulletins are posted as provided for in Article 12.3, vacancies will be filled from the spare board until the successful applicants take up their assignment.
- 12.12** Regularly assigned employees assigned to temporary vacancies shall at the expiration of such temporary employment be returned to their former regularly assigned positions.
- 12.13** Assigned employees resuming work after time lost for disciplinary reasons will resume their place in the assignment unless their assignment has been discontinued in which case they will revert to the spare board, until they can obtain an assignment by bulletin.
- 12.14** Employees who accept promotion and fail to qualify will be returned to their former position and employees so displaced will be permitted to exercise their seniority.

- 12.15** (a) Employees returning after leave of absence shall resume their former positions or may apply in writing within 5 calendar days thereafter to exercise their seniority, if qualified, to any positions bulletined during such absence. Employees thereby displaced shall be permitted to exercise their seniority within 5 calendar days of the date of displacement to any positions they are qualified to fill.
- (b) Employees returning after vacation shall resume their former positions or may apply in writing prior to the date on which they are due out on their former position or returned to the spare board, to exercise their seniority, if qualified, to any positions bulletined during such absence, including layover days preceding the vacation period. Such regularly assigned employees shall be protected by guarantee providing they take up their new assignment within the first cycle of operation of the run of their choice commencing from the date of selection.
- 12.16** When the headquarters of a run are changed within a seniority region the run will be declared vacant and re-bulletined to show the effective date of the new operation. Employees assigned to the run will not be permitted to exercise their seniority until completion of their last trip in the assignment as provided for in Articles 13.3 and 13.4, and during the interval between termination of the previous assignment and posting the awards for the new assignment the run will be considered as a temporary position to be filled from the spare board.
- 12.17** Employees whose positions are re-bulletined in advance due to changes in working conditions in accordance with Article 12.10 will not be permitted to displace junior employees awarded positions which were bulletined during the time their run was re-bulletined.
- 12.18** An employee who is removed from his regular assignment or is restricted from working a particular classification on the spare board as a result of a disciplinary measure, will be required to operate from the spare board in another classification for the first 24 months of service after the discipline was assessed, but will be permitted to apply for any work in another classification.

Upon completion of the said 24-month period, the employee may apply for any work in accordance with his seniority.

ARTICLE 13
STAFF REDUCTION, DISPLACEMENT AND RECALL TO SERVICE

- 13.1** When staffs are reduced, senior employees with sufficient ability to perform the work will be retained. During the period of staff reduction and/or layoffs, new employees will not be hired until after all available qualified laid-off employees are recalled.
- 13.2** In instances of staff reduction 14 calendar days' advance notice will be given to regularly assigned employees whose positions are to be abolished, except in the event of a strike or a work stoppage by employees in the railway industry, in which case a shorter notice may be given.
- 13.3** Regularly assigned employees whose permanent positions are abolished or who are displaced may exercise their seniority up to cut-off time displacing junior employees from any regular assignment or elect to operate on the spare board providing they have the required qualifications. If they do not have sufficient seniority to hold a regular assignment, they may elect to displace a junior employee on a temporary assignment prior to reverting to the spare board.
- 13.4** Employees who exercise their seniority as provided in Article 13.3 shall submit their choice in writing within 5 calendar days of the date of displacement and must commence work on the position of their choice within 10 calendar days of that date unless prevented by a bona fide illness or other cause for which leave of absence has been granted and failing to do so will forfeit their seniority.
- Employees who fail to make their choice within 5 calendar days will, provided they have sufficient seniority, be required to operate from the spare board.
- 13.5** Displaced employees having the required qualifications and seniority to obtain a position who fail to commence work on the position of their choice within 10 calendar days shall forfeit their rights under this Agreement.
- 13.6** Assigned employees whose assignments are cancelled due to disrupted train service may exercise their seniority as provided for in Article 13.3 and their guarantee will be protected in accordance with Article 4.26(c).
- 13.7** When disrupted train service is restored, the cancelled assignment will be re-bulletined.
- 13.8** Assigned employees who are displaced as a result of Article 13.6 will be permitted to exercise their seniority as provided for in Article 13.3.

- 13.9** The time limits set forth in Article 13.4 apply to employees on leave of absence at time of displacement from the date they report for duty.
- 13.10** Employees demoted from their regular position for disciplinary reasons will not be permitted to displace regularly assigned employees. Their names will be placed on the spare board (seniority permitting) and they will be permitted to apply for vacancies within their seniority region subject to qualification restrictions.
- 13.11** Employees enroute on the effective date a run is abolished will be returned to their home terminal utilized to best service advantage with least possible delay and they will be compensated equal to the hours they would have earned for the return trip.
- 13.12** To be eligible for recall, laid-off employees must keep their supervisory officer and the Local Chairperson informed of their current address.
- 13.13** When staff is increased or when vacancies occur within a seniority region, laid-off employees shall, if qualified, be recalled to service in order of seniority.
- 13.14** If the Corporation is unable to notify employees of a vacancy by telephone or messenger, they will be advised by registered mail with a copy of such notice to the Local Chairperson.
- 13.15** Laid-off employees who are employed elsewhere at the time of recall will not be required to report for service provided:
- (a) It is definitely known that the duration of the work is for less than 60 days.
 - (b) Other laid-off employees in the same occupational classification are available.
 - (c) During the period October 1 to June 1 laid-off employees who are employed elsewhere will be recalled as required in reverse seniority order if no other laid-off employees are available, and if they fail to report they will forfeit their seniority.
- 13.16** Laid-off employees recalled under the terms of this Article, who fail to report for duty or to give reasons satisfactory to the Corporation for not doing so within 10 days from the date of the delivery of notification at their last known address, shall forfeit their seniority rights, their name shall be removed from the seniority list and their employment will be terminated.

ARTICLE 14
TRANSFERS

- 14.1** When the Corporation transfers the headquarters of a run from one seniority region to another, the employees of the seniority region from which the run is transferred will be given the opportunity of transferring to the seniority region to which the run is transferred.
- 14.2** Positions shall be bulletined for 20 days on the seniority region from which the run is being transferred and the senior qualified applicants will be awarded the positions. Successful applicants will be transferred with their full seniority and their names will be removed from the seniority list of the region from which transferred and will hold the run so transferred for a six- month period or less if the run is discontinued prior to that time. Thereafter the transferred run will be bulletined on the region to which it has been transferred and will be open for bid to all employees on that region.
- 14.3** If the run is discontinued prior to the six-month period, the transferred employees will be returned to their former seniority region.
- 14.4** If insufficient applications are received from the seniority region from which the run is transferred, the remaining vacancies will be bulletined and filled from the seniority region to which the run has been transferred.
- 14.5** The Corporation will give as much advance notice as possible when transfers of this nature are to be made.
- 14.6** In the application of this article, all employees affected will be protected under the Employment Security and Income Maintenance Agreement or Special Agreement.

ARTICLE 15
UNIFORMS

- 15.1** Effective January 1, 1999, all employees governed by Collective Agreement No. 2 who are required to wear a uniform, will receive their uniforms without charge. Such employees who leave the service of the Corporation will return all items of their uniform.
- 15.2** All employees wearing the new design uniform will receive a uniform cleaning and maintenance allowance of \$33.75 per month. Chefs and Cooks will receive a personal grooming allowance of \$16.00.

- 15.3** Employees required to wear protective clothing (such as rubber gloves, aprons) will receive such clothing without cost to the employees. Such protective clothing will be maintained by the Corporation.
- 15.4** An employee who is required by the Corporation to wear safety footwear and was in service at the beginning of the calendar year, has rendered active service during the year, and holds an employment relationship, will be entitled to a safety footwear allowance of **\$150** payable in the second pay period of September each year. When an employee purchases new safety footwear, he must report to his immediate supervisor with the footwear **and the proof of purchase** indicating that such footwear is in compliance with the Canada Occupational Safety & Health Regulations (C.S.A. approved).
- 15.5** All employees leaving the Corporation are requested to remove all VIA logos, crests, and buttons from their uniforms and return the VIA identification to their Manager. This condition applies to all uniform items, both cost sharing and free issue articles. New, unused articles of the uniform must be returned to VIA.

ARTICLE 16 TRAINING

- 16.1** A training bulletin will be posted for a 15-day period in January of each year inviting applications from employees desiring to qualify for positions covered by this Agreement. Selections from applicants will be based on seniority among the applicants who meet the bona fide occupational requirements of the position, and those selected will be required to undergo practical tests, write any rules and/or examinations required.
- 16.2**
- (a) Assigned employees directed to undergo training or attend briefing sessions during layover days shall be paid for actual hours spent in training at the pro rata rate of their assigned classification with a minimum of four hours in each 24-hour period. Such time shall be paid over and above guarantee and shall be included in the accumulation of hours under Article 4.2(b).
 - (b) Assigned employees directed to undergo training which makes it impossible to fulfill their assignment will be credited with actual hours spent in training but not less than the ORS hours of their assignment. Such time will be paid at the rate of their assigned classification and will be applied against guarantee and included in the accumulation of hours under Article 4.2(b).

- (c) Spare employees directed to undergo terminal training will be paid for actual hours spent in training with a minimum of 4 hours in each 24-hour period. Spare employees directed to make training trips will be paid the actual hours of the O.R.S. Such time shall be paid at the rate of the last classification worked and shall be included in the accumulation of hours under Article 4.2(f).
- (d) Employees who volunteer for training at the terminal or to make training trips will not be compensated.

16.3 Upon successful completion of necessary formal training, employees will be obligated to bid on any assignment for which they were trained for one (1) year of cumulative compensated service, awarded on a senior may junior must basis. If trained for more than one position prior to achieving one (1) year of cumulative compensated service, they must bid on the assignments for which they were trained in descending order of qualifications.

Annual Western training bulletins will include SSA training to allow Chefs and Cooks to apply on such training. It is understood that upon successful completion of the SSA training, employees will not be obligated to bid on any SSA assignment as is normally required under this Article 16.3.

16.4 Whenever an employee is expressly required to provide training on the job for one or more employees during his shift, he will be paid a premium of \$20.00 per day.

ARTICLE 17

LEAVE OF ABSENCE AND FREE TRANSPORTATION

17.1 Employees elected or appointed as full-time salaried National or Regional representatives paid by the Union shall, upon request, be granted leave of absence without pay and shall continue to accumulate seniority while so engaged. Such employees shall be considered as having accumulated cumulative compensated service under this Agreement for vacation purposes.

17.2 Employees shall be granted free transportation, in accordance with Corporate regulations, and leave of absence without pay to attend general meetings of the Union upon request of the Local Chairperson or the designated National or Regional Representative of the Union.

17.3 Employees elected or appointed to serve on Union committees for investigation, consideration and adjustment of grievances shall, upon request, be granted free transportation in accordance with Corporate regulations and necessary leave of absence without pay.

- 17.4** Employees shall, upon request, be granted free transportation within their region in accordance with Corporate regulations and leave of absence without pay to attend Union meetings. Such leave of absence will not exceed two calendar days and will not interfere with the Corporation's business nor put the Corporation to additional expense.
- 17.5** Employees, at the discretion of the Corporation, may be granted a personal leave of absence without pay of up to four months, permission to be obtained in writing. The leave of absence may be extended by application in writing to the proper officer of the Corporation in ample time to receive permission or return to duty at the expiration of such leave.
- Unless such extension of leave of absence is granted, or the employee provides a bona fide reason explaining why such return is prevented, a registered letter will be sent to the employee instructing him to report for an investigation in connection with the unauthorized leave of absence. If within a period of 30 calendar days from the date of the letter he fails to report for duty and investigation, he shall forfeit his seniority, his name shall be removed from the seniority list and his employment shall be terminated.
- 17.6** Leave of absence for educational purposes may be granted to employees in accordance with the Corporation's regulations. The designated National or Regional Representative of the Union will be informed when such leaves are granted. Such employees who return to the service between school terms, or prior to terminating the educational course for which leave of absence has been granted, will not be permitted to exercise their seniority.
- 17.7** Leave of absence shall not be granted for the purpose of engaging in work outside Corporation service, except in cases involving sickness, or when made the subject of mutual agreement between the proper officer of the Corporation and the designated National or Regional Representative of the Union.
- 17.8** The names of employees on authorized leave of absence shall be continued on the seniority list of the region in which they have established seniority rights.
- 17.9** Employees on leave of absence for union business as provided under Article 17 for periods of less than a calendar month will contribute to the pension fund on the basis of constructive earnings as provided in VIA Rail Canada Inc. By-Law No. 20 effective March 1, 1982.

ARTICLE 18
REPORTING AND DETENTION TIME

- 18.1** The reporting time of employees shall be set sufficiently in advance of the train departure time to enable them to do the necessary preparatory work. Reporting time will be set at the discretion of the Corporation and will be the subject of discussion between the Local Chairperson and the designated officer of the Corporation.
- 18.2** Reasonable detention time shall be allowed in which to remit the Corporation's revenue. The length of time will be set at the discretion of the Corporation and will be the subject of discussion between the Local Chairperson and the designated officer of the Corporation.
- 18.3** In the event that a dispute arises over the amount of time allotted for the preparation or putting away of cars at terminals, a joint investigation shall be conducted to review the work required, and, if necessary, a test will be made to determine the proper time allowances.

ARTICLE 19
ATTENDING COURT

- 19.1** Employees who lose time by reason of being required to attend court or coroner's inquest, or to appear as witnesses, in cases in which the Corporation is involved will be paid for time so lost. If no time is lost, they will be paid for actual time held with a minimum of 4 hours at the hourly pro rata rate. Necessary actual expenses while away from home terminal will be allowed when supported by receipts.
- 19.2** Any fee or mileage payable to the employee shall be assigned to the Corporation.
- 19.3** Employees on the spare list, called to attend court, will not lose their position on the spare list.

ARTICLE 20
HELD FOR INVESTIGATION OR CORPORATION BUSINESS

20.1 When employees are held for Corporation investigation and no responsibility is attached to them in connection with the matter under investigation (i.e., not subject to discipline) or on Corporation business on the order of the proper officer of the Corporation they will, if required to lose time by reason thereof, be paid for time lost. If no time is lost, they will be credited from the time required to report until actually released with a minimum of four hours. Necessary actual expenses will be allowed when supported by receipts.

Should the Corporation provide the employee with a Notice to Appear, the Notice will specify that the investigation is being held under this Article and a copy will be provided to the Local Chairperson.

ARTICLE 21
PRESERVATION OF RATES

21.1 Employees temporarily assigned to higher-rated positions shall receive the higher rate while occupying such positions. A temporary assignment to a higher-rated position contemplates the fulfilment of the duties and responsibilities of the position during the time occupied. Assisting higher-rated employees due to a temporary increase in the volume of work or for training purposes does not constitute a temporary assignment to a higher-rated position. A regularly assigned employee temporarily assigned to a lower-rated position shall not have his rate reduced.

ARTICLE 22
SERVICE LETTERS

22.1 Persons entering the service of the Corporation will within 30 days from the date of employment have returned to them all service cards and letters of recommendation which had been taken up for inspection by the Corporation, except those addressed to or issued by the Corporation.

22.2 An employee who is dismissed or leaves the service of his own accord after giving due notice, will, upon request, be given the usual letter of reference and will be paid as soon as possible.

ARTICLE 23
COMPOSITION AND ADJUSTMENT OF CREWS

- 23.1** The duties and responsibilities of the new classifications are described in the attached Appendix 10. Employees will be assigned in sufficient numbers to protect the service objectives and accomplish the work requirements defined by the Corporation. In many cases, employees will be assigned by position and train, rather than by position, train, and car. In such cases, employees will be assigned to specific tasks and/or areas of work at reporting times, based on predetermined work schedules. The work schedules will specify the duties and work location(s) of each employee for each one-way trip; however, Service Managers and Service Coordinators will have the authority to alter the duties/work locations of subordinate positions to respond to changing service demands.
- 23.2** Minimum crew consist will be in accordance with the organizational charts in the attached Appendix 3. The foregoing shall not prevent changes in crew complements brought about by fluctuation of traffic in which case Article 13.2 shall apply.
- 23.3** No reductions of a permanent nature from the minimum shown in Appendix 3 shall be made without giving at least three months' advance notice to the designated National or Regional Representative of the Union pursuant to Article J of the Special Agreement and/or Article 8 of the Employment Security and Income Maintenance Agreement before implementing such change.

ARTICLE 24
DISCIPLINE AND GRIEVANCE PROCEDURE

- 24.1** Discipline will be administered under the merit and demerit system. Merit marks issued will reduce proportionately the number of demerit marks in an employee's record at the time of issuance.
- 24.2** Employees will not be held out of service for minor offences. Minor offences are defined as offences not involving suspension or dismissal.
- 24.3** Reports submitted by employees will be used for the assistance of Corporate officers in determining and evaluating the facts of a particular situation.
- 24.4** Employees required to submit a written report will be advised of the reasons for the request and they will be allowed up to 48 hours to submit each report.

- 24.5** Employees charged with allegedly having committed a major offence will be granted a fair and impartial hearing by the proper officer of the Corporation.
- 24.6** Employees, other than probationary employees, will not be suspended or discharged without a hearing.
- 24.7** Hearings in connection with major offences will be held as quickly as possible. The purpose of such hearings will be to establish and determine the actual facts upon which action may be taken as considered necessary by the Corporation.
- 24.8** Employees may be held out of service up to 5 days or one cycle of operation, whichever is greater, pending a hearing. Employees held out of service pending a hearing will be given at least 48 hours' written notice of the charges against them (Saturdays, Sundays and general holidays excluded).
- NOTE:** All evidence shall be made available to the designated local representative of the Union at the Corporation's office at least 48 hours in advance of the hearing, if he so desires. This does not preclude the Corporation from submitting, on an exceptional basis, additional evidence prior to the time of the hearing. The names and addresses of complainants or other witnesses may be withheld if considered necessary by the Corporation.
- 24.9** When charges of a major offence have been made against an employee, the Corporation if requested to do so by the designated National or Regional Representative of the Union will, if possible, arrange for a joint confidential interview of the complainant or other witnesses (after the hearing) by the designated National or Regional Representative of the Union in company with a proper officer of the Corporation.
- 24.10** Employees will be allowed to provide material witnesses or their written evidence, and their statements may be written into the record of the hearing.
- 24.11** Employees, if they so desire, may have the assistance of one or two fellow employees, or Local Chairperson or authorized committee person at a hearing.
- 24.12** A proper officer of the Corporation, on the ground when an incident occurs, may carry out an immediate investigation and take such action as may be deemed necessary by the circumstances.

- 24.13** Employees or their Local Chairperson or authorized committee person may request a deferment up to and including 72 hours from the original date set for the hearing.
- 24.14** When a request for deferment is made by employees or their representative, and employees fail to appear within 24 hours from the agreed date of deferment, unless prevented by bona fide illness or just cause, they will be considered as having resigned without notice and their names will be dropped from the seniority list.
- 24.15** Dates and times set out in this Article may be changed due to a bona fide illness or other reason as may be mutually agreed upon.
- 24.16** Should employees who have been held out of service desire to defer their hearing of alleged charges against them until they may have the assistance of a particular employee at the hearing, and they are exonerated of the charges, they will not be paid for the additional time held out of service due to the delay caused by their request.
- 24.17** Employees who have been called for a hearing will be furnished with copies of any statement taken at the hearing.
- 24.18** Decisions following hearings will be rendered within 21 calendar days from the date of hearing; however, employees may not be held out of service more than 10 calendar days.
- 24.19** If the decision is considered unjust a grievance concerning the discipline may be processed commencing with Step 2 of the grievance procedure within 21 calendar days of the date the employee is notified of the discipline in accordance with Article 24.21. Such appeal will set forth the grounds upon which it is made.
- 24.20** Should assigned employees be exonerated, they will be paid at their regular rate of pay for any service hours lost, less any amount earned in other employment. Spare employees, if exonerated, will be compensated for 5.71 hours per calendar day during the period they were removed from the spare board, with a maximum of 40 hours in a 7-day period at the rate of the last classification in which they operated, less any amount earned in other employment. When exonerated, a spare employee who has lost his turn will have his name placed at the top of the spare board; if he has not lost his turn he will resume the position he previously held on the spare board. If away from home, employees will, on the production of receipts, be reimbursed reasonable expenses for travelling to and from the hearing. Regularly assigned employees attending hearings while on layover or additional layover and are exonerated, shall be paid for time spent at the hearing at the rate of time and one-half. Such time shall not be applied towards guarantee and not included in the accumulation of hours under Article 4.2(b).

GRIEVANCE PROCEDURE

24.21 Any complaint raised by employees concerning the interpretation, application or alleged violation of this Agreement or that they have been unjustly dealt with shall be handled in the following manner:

Step 1

Within 21 calendar days from cause of grievance or complaint employees and/or the Local Chairperson (or his designate) must present the grievance or complaint in writing to the immediate supervisor who will give a decision as soon as possible but in any case, within 21 calendar days of receipt of grievance.

Step 2

Within 28 calendar days of receiving decision under Step 1, the Local Chairperson (or his designate) may appeal the decision in writing to the Regional Director, Customer Services and Transportation who will render a decision within 28 calendar days of receiving appeal. The appeal will include a written statement of the grievance and where it concerns the interpretation or alleged violation of the Collective Agreement, the statement will identify the Article and paragraph involved.

Step 3

Within 60 calendar days of receiving decision under Step 2, the designated National or Regional Representative of the Union may appeal the decision in writing to the Department Director, Labour Relations and Human Resources Services who will render a decision within 60 calendar days of receiving appeal.

24.22 The settlement of a dispute will not under any circumstances involve retroactive pay beyond a period of 60 calendar days prior to the date that such grievance was submitted at Step 1 of the Grievance Procedure.

24.23 Where any grievance is not progressed by the Union within the prescribed time limits, the grievance will be considered to have been dropped without precedent or prejudice. When the appropriate officer of the Corporation fails to render a decision with respect to a claim for unpaid wages within the prescribed time limits, the claim will be paid, but this will not constitute an interpretation of the Collective Agreement. Where a decision with respect to a grievance other than one based on a claim for unpaid wages is not rendered by the appropriate officer of the Corporation within the prescribed time limits, it will be processed to the next step in the Grievance Procedure.

24.24 The time limits provided in this Grievance Procedure may be extended by agreement between the Corporation officer and the Union representative at any step.

ARTICLE 25
FINAL SETTLEMENT OF DISPUTES

- 25.1** Provision is made in the following manner for the final and binding settlement, without stoppage of work, of differences or disputes, including personal grievances, which arise concerning the application or interpretation of this Agreement governing rates of pay and working conditions, which cannot otherwise be disposed of between officers of the Corporation and the Union.
- 25.2** A grievance concerning the interpretation or alleged violation of this Agreement or an appeal by an employee that he has been unjustly disciplined or discharged and which is not settled at Step 3, may be referred by either party to the Canadian Railway Office of Arbitration for final and binding settlement without stoppage of work in accordance with the regulations of that office.
- 25.3** The request for arbitration must be made in writing within 45 calendar days following the decision rendered at the last step of the Grievance Procedure, by filing notice thereof with the Canadian Railway Office of Arbitration and on the same date by transmission of a copy of such filed notice to the other party.
- 25.4** The time limits as provided in this Article may be extended by mutual agreement.

ARTICLE 26
HEALTH AND WELFARE

- 26.1** Health and Welfare benefits will be provided in accordance with the amendments as set forth in the Memorandum of Agreement **dated July 12, 2022**.

ARTICLE 27
BEREAVEMENT LEAVE

27.1 Provided an employee has at least three months' cumulative compensated service, they will be granted bereavement leave (excluding rest days and annual vacation) without loss of pay as follows:

- (a) **a paid leave of a maximum duration of five (5) days and an unpaid leave for a maximum duration of five (5) days each time there is a death in your family**, upon the death of the employee's parents, child (including still-born child) or spouse or common law partner that may be taken during the period that begins on the day on which the death occurs and ends six weeks after the latest of the days on which any funeral, burial or memorial service of that immediate family member occurs.
- (b) **three days and an unpaid leave for a maximum duration of seven (7) days**, upon the death of an immediate family member that may be taken during the period that begins on the day on which the death occurs and ends six weeks after the latest of the days on which any funeral, burial or memorial service of that immediate family member occurs. Furthermore, the employee will be entitled to two (2) additional days without compensation for the same lost.

For the purpose of paragraph (b), Immediate Family means, in respect of an employee,

- (a) the spouse or common-law partner of the employee's father or mother;
- (b) the children of the employee's spouse or common-law partner;
- (c) the employee's grandchildren;
- (d) the employee's brothers and sisters;
- (e) the grandfather and grandmother of the employee;
- (f) the father and mother of the spouse or common-law partner of the employee and the spouse or common-law partner of the father or mother; and
- (g) any relative of the employee who resides permanently with the employee or with whom the employee permanently resides.
- (h) the brother or sister in law
- (i) Foster Child

The leave of absence may be taken in one or two periods. The employer may require that any period of leave be of not less than one day's duration.

NOTE: In the application of this Article "employee's spouse" means the person who is legally married to the employee and who is residing with or supported by the employee, provided that, if there is no legally married spouse, common-law partner means a person who has been cohabiting with an individual in a conjugal relationship for at least one year, or who had been so cohabiting with the individual for at least one year immediately before the individual's death

- 27.2. An employee shall advise in writing if they wish to postpone and/or have a single split of their bereavement leave to enable them to attend a memorial service or event that takes place at a later date within the following twelve months. The employee will be entitled to no more than the leave from work and payment of their regular wages and guarantee that they would have been entitled to on the occasion of death in accordance with Articles 29.1 and Appendix H.
- 27.3 An employee on vacation who suffers the loss of a family member as set out within this Article shall have the right to terminate (temporarily) his/her vacation and be granted bereavement leave. The employee shall immediately inform the Corporate office in charge and will continue his vacation if within his scheduled dates. If the remaining vacation falls outside the employee's scheduled dates, such vacation will be rescheduled

ARTICLE 28 GENERAL

- 28.1** Employees who do not handle Corporate revenue who resign or are discharged will be paid off within 72 hours (Saturdays, Sundays and general holidays excepted), providing all corporate property is turned in.
- 28.2** Employees handling Corporate revenue will be paid after Audit Office clearance is received and other Corporate property is turned in.
- 28.3** Employees transferred by the Corporation due to a change of home terminal will receive free transportation for themselves, dependent members of their family and the cost of a truck rental, gasoline, and insurance in line with the Corporation's regulations.
- 28.4** Employees exercising seniority rights to a position which necessitates a change of residence will receive free transportation for themselves, dependent members of their family, and the cost of a truck rental, gasoline and insurance, in accordance with the Corporation's regulations. Such free transportation under these circumstances will not be allowed more than once in a 12-month period. A free billing order to cover transportation of furniture and effects must be applied for and issued before shipment is arranged by employees.
- 28.5** (a) Service Attendants required to clean cars at layover points during off-duty periods where regular car cleaning facilities are not available will be allowed a minimum 1 hour for each car cleaned.

- (b) Employees on intercity trains who are required to clean cars enroute and at major stations during regular on-duty periods will be allowed a minimum of 15 minutes, over and above the guarantee and included in the accumulation of hours under Article 4.2(b) or 4.2(f) as the case may be, for each car cleaned, in addition to regular pay for the trip. Employees will not be held on duty after arrival at their home or distant terminal, to do such cleaning. For the purpose of this section, intercity trains shall mean all trains operating within the Quebec- Windsor corridor.
 - (c) When there is more than one employee on the car, the designated officer of the Corporation will assign the employee to perform this work.
- 28.6**
- (a) When an employee is short paid **one hundred and twenty dollars (\$120.00)** or more, on request of the employee, a voucher will be issued equal to the outstanding amount within 72 hours following the scheduled pay day, excluding Saturdays, Sundays, and statutory holidays.
 - (b) In the event the employee received payment for eighty (80) hours within the pay period, the voucher for the outstanding amount will be issued in the following pay period.
 - (c) The sum specified in paragraph (a) herein will be adjusted to reflect future general wage increases.
- 28.7** Where an automobile mileage allowance is paid, such allowance shall be 40 cents per kilometer.
- 28.8** Upon reasonable advance request to his immediate supervisor, an employee shall be allowed to view his personal file in the presence of the supervisor and may request the removal of irrelevant medical information from it. The Chairperson or authorized committee person may also be present if the employee so wishes.
- 28.9** An employee prevented from completing a shift due to a bona fide injury sustained while on duty will be paid for his full shift at straight time rates of pay, unless the employee receives Worker's Compensation benefits for the day of the injury in which case the employee will be paid the difference between such compensation and payment for his full shift.
- 28.10** Employees will be provided with free transportation privileges in accordance with the Corporation's policy. Employees on laid-off status and eligible dependents will be granted pass privileges in accordance with the Corporation's regulations, for the period that they remain employees of the Corporation.

28.11 It is agreed that there shall be no discrimination or harassment towards an employee by management personnel or by another employee based on race, national or ethnic origin, color, religion, age, sex, sexual orientation, gender identify and expression, marital status, family status, disability, or conviction for which a pardon has been granted.

The prohibited grounds of discrimination and harassment are defined and interpreted in accordance with the Canadian Human Rights Act. It is further agreed that management personnel instructing an employee to perform duties or directing their work is not discrimination or harassment unless based on one or more of the prohibited grounds.

28.12 The Corporation will undertake the responsibility for the translation of this Agreement as may be required from time to time and will absorb the cost of such translating. This will include the cost of translating updated pages.

The parties agree once language verification and translation have been completed, the Corporation will immediately post Collective Agreements No1 and No 2, Letters of Understanding, Benefits Plans, Health and Safety Agreement, LTD, ESIMA, etc. on its intranet (iVIA) site. The Union will have the opportunity to review the translated agreement for accuracy and completeness prior to posting on IVIA.

The parties agree once language verification and translation have been completed, the Corporation will immediately send an updated copy of Collective Agreement No 2, Letters of Understanding, Benefit Plans, Health and Safety Agreement, LTD, ESIMA, etc. in electronic format and sufficient printed booklets in (8.5 x 10) format to the National Council 4000 and Local Chairperson.

28.13 Upon request from the Union, the Corporation will provide one (1) designated Representative of the Union in September of each year with a list of employees governed by this Agreement, which shall include the employees' home address and telephone number. The authorized Union Representative must make this request in writing.

28.14 Any Union employee experiencing personal problems shall be entitled to utilize the services of the VIA E.A.P. Plan, as the provisions of that Plan dictate.

ARTICLE 29
EMPLOYMENT SECURITY AND INCOME MAINTENANCE

29.1 The provisions of the Supplemental Agreement governing Employment Security and Income Maintenance, effective June 1, 1998, and amendments thereto will apply to employees covered by this agreement.

29.2 Whenever the Corporation is contemplating a closure of any shop, facility, installation, or office where employees who are subject to this Agreement are employed and which is currently in operation, the Corporation must give the Union at least 90 days written notice of its intent. In addition, the Corporation must meet with the Union within five days of receiving a written request from the Union for the meeting, to consult about:

- (a) possible alternatives to the closure;
- (b) plans for the future of the affected employees.

Should the Corporation fail to consult with the Union in the above manner, its written notice shall be deemed void and the closure shall be unable to take place.

ARTICLE 30
JURY DUTY

30.1 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 actual time lost with a maximum of one basic day's pay at the straight time rate of his position 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 Corporation 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 120 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.

**ARTICLE 31
PENSION PLAN WIND UP**

- 31.1** In the event that the employee's pension plan is wound up, the pension fund shall be used for the sole purpose of providing benefits to Plan members and survivors. In the event that the Revenue Canada maximum pensions are reached for all Plan members, any surplus then remaining in the pension fund shall revert to the Corporation.

**ARTICLE 32
LIFE INSURANCE UPON RETIREMENT**

- 32.1** An employee who retires from the service of the Corporation subsequent to August 1, 2001, will, provided he is 55 years of age or over and has not less than 10 years' cumulative compensated service, be entitled to the sum of \$8,000.00 payable to his estate upon his death.

**ARTICLE 33
DENTAL PLAN**

- 33.1** Dental Plan Benefits will be provided in accordance with the terms set forth in the Memorandum of Agreement dated **July 12, 2022**.

**ARTICLE 34
EXTENDED HEALTH CARE PLAN**

- 34.1** Extended Health Care benefits will be provided in accordance with the amendments as set forth in the Memorandum of Agreement dated **July 12, 2022**.

ARTICLE 35
PAID MATERNITY LEAVE

- 35.1** During her maternity leave, an employee is entitled to maternity leave payments in an amount equal to 85% of her weekly base pay up to a maximum of 20 weeks. If during that period the employee is entitled to receive any benefits, like Employment Insurance maternity benefits, the amount of such benefits will reduce the amount to be paid by the Corporation.
- 35.2** In case of health risk during pregnancy, the Corporation must provide an appropriate alternative job within Agreement No. 1. If this is not possible, preventative leave with no loss in wages or benefits will be provided to the employee.
- 35.3** In finding such alternative appropriate work, the Corporation will not displace any employee with two or more years of service.
- 35.4** An employee who is the biological parent of a newborn child or an employee who commences legal proceedings to adopt a child and the child comes under his or her care will be entitled to a leave of absence without pay in accordance with the terms and conditions of the Canada Labour Code Part III.
- 35.5** The maternity leave and parental leave combined cannot exceed 78 weeks. Such leave of absence shall not affect the employee's seniority. Employees must buy back their pension for that year.
- 35.6** Upon the birth of the adoption of a child of an employee's partner, the employee shall receive one day of paid leave.

**ARTICLE 36
DURATION OF COLLECTIVE AGREEMENT**

36.1 This Collective Agreement is in full settlement of all issues raised by either party on or subsequent to **January 17, 2022**. It is effective **January 1, 2022**, unless otherwise stipulated in the Memorandum of Agreement dated **July 12, 2022**, and supersedes all previous agreements, rulings or interpretations which are in conflict therewith. It will remain in effect until **December 31, 2024**, and thereafter, until revised or superseded. Four months' notice shall be given by either party of its desire to revise or supersede this Agreement and may be served at any time subsequent to **August 31, 2024**.

Signed at Montreal, Quebec, this _____ day of _____, 2022.

FOR THE UNION:

FOR THE CORPORATION:

**Dave Kissack
President, Unifor Council 4000**

**Karine Chapados
Specialist Advisor, Employee
Relations VIA Rail Canada**

APPENDICES

APPENDIX 1
LETTER ON CONTRACTING OUT

May 14, 1987

Our File: 25-8315-1

Mr. T. McGrath
National Vice-President
C.B.R.T. & G.W.
2300 Carling Avenue
Ottawa, Ontario
K2B 7G1

Dear Mr. McGrath:

This has reference to the award of the Arbitrator, the Honourable Emmet M. Hall, dated December 9, 1974, concerning the contracting out of work.

In accordance with the provisions as set out on Page 49 of the above-mentioned award, it is agreed that work presently and normally performed by employees represented by the Brotherhood, will not be contracted out except:

- (1) when technical or managerial skills are not available from within the Railway; or
- (2) where sufficient employees, qualified to perform the work, are not available from the active or laid-off employees; or
- (3) when essential equipment or facilities are not available and cannot be made available from Railway-owned property at the time and place required; or
- (4) where the nature or volume of work is such that it does not justify the capital or operating expenditure involved; or
- (5) the required time of completion of the work cannot be met with the skills, personnel or equipment available on the property; or
- (6) where the nature or volume of the work is such that undesirable fluctuations in employment would automatically result.

The conditions set forth above will not apply in emergencies, to items normally obtained from manufacturers or suppliers, nor to the performance of warranty work.

It is further agreed that at a mutually convenient time at the beginning of each year and, in any event, no later than January 31 of each year, representatives of the Brotherhood will meet with the designated officers to discuss the Corporation's plans with respect to contracting out of work for that year. In the event Brotherhood representatives are unavailable for such meetings, such unavailability will not delay implementation of Corporation plans with respect to contracting out of work for that year.

In addition, the Corporation will advise the Brotherhood representatives involved in writing, as far in advance as is practicable, of its intention to contract out work which would have a material and adverse effect on employees. Except in case of emergency, such notice will be no less than 30 days.

Such advice will contain a description of the work to be contracted out; the anticipated duration; the reasons for contracting out and, if possible, the date the contract is to commence. If the Brotherhood Regional Vice-President, or equivalent, requests a meeting to discuss matters relating to the contracting out of work specified in the above notice, the appropriate Corporation representative will promptly meet with him for that purpose.

Should a Regional Vice-President, or equivalent, request information respecting contracting out which has not been covered by a notice of intent, it will be supplied to him promptly. If he requests a meeting to discuss such contracting out, it will be arranged at a mutually acceptable time and place.

Where the Brotherhood contends that the Corporation has contracted out work contrary to the foregoing, the Brotherhood may progress a grievance by using the grievance procedure which would apply if this were a grievance under the Collective Agreement. Such grievance shall commence at the second step, the Brotherhood officer submitting the facts on which the Brotherhood relies to support its contention. Any such grievance must be submitted within 30 days from the alleged non-compliance.

Yours truly,

A.D. Andrew
Director, Labour Relations

APPENDIX 2
Expedited Mediation/Arbitration of Grievances

BETWEEN: Unifor National Council 4000 Canada
(hereinafter referred to as the “Union”)

AND: VIA Rail Canada Inc.
(hereinafter referred to as the “Corporation”)

WHEREAS the Union expressed a concern during negotiations that grievances were not being heard on a timely basis due to backlogs at CROA;

AND WHEREAS the Corporation has agreed to a procedure in an effort to expedite grievances;

THEREFORE, the parties hereto have agreed to an expedited process to ensure the orderly and timely resolution of outstanding grievances.

1. The process will continue with the signing of this Collective Agreement and remain in effect for the life of the Collective Agreement commencing January 2020.
2. The parties will agree on an arbitrator, for one day only each April and October, unless mutually agreed on an alternate date, to hear predetermined cases in mediation-arbitration. The cases scheduled for Mediation-Arbitration will be agreed upon by the parties no later than the 15th of the preceding month.
3. Any and all fees charged by, or costs incurred by the Mediator- Arbitrator, shall be shared equally between the Corporation and the Union.
4. This arrangement for mediation-expedited arbitration is undertaken by the Union and the Corporation in an attempt, in good faith, to clear up outstanding grievances.
5. Any settlements reached in the mediation phase shall be without prejudice to either party and shall not be regarded as an admission of liability by either the Corporation or the Union.
6. Should any dispute not be settled in the mediation phase, it may be progressed by either the Corporation or the Union to the expedited arbitration phase.
7. The jurisdiction of the Mediator-Arbitrator shall extend and be limited to solely the mediation and expedited arbitration of specific disputes

respecting the meaning or alleged violation of any one or more provisions of a valid and subsisting collective agreement between the Union and the Corporation, or pertinent legislation, including any claims related to such provisions that an employee has been unjustly or excessively disciplined but specifically excluding any cases involving the discharge of an employee.

8. This special mediation-expedited arbitration process will be conducted in accordance with the instructions of the Mediator-Arbitrator, or as otherwise agreed to by the parties at the time of the commencement of the proceedings.
9. Should a case not be resolved by mediation, either party may refer the matter to the Mediator-Arbitrator for final and binding resolution. The submissions of the parties shall be limited to oral presentations of a maximum duration of 20 minutes (including rebuttal) for each party, per case.
10. Representations and arguments during this special process of mediation-arbitration shall be restricted and limited for each case, to no more than two (2) spokespersons for the Union and two (2) spokespersons for the Corporation, per case. Legal counsel will not be permitted to attend on behalf of either party.
11. The cases referred to the Mediator-Arbitrator for mediation and final and binding resolution shall be limited to those specifically agreed upon beforehand, in writing, by the Union and the Corporation. The cases will be presented to the Mediator-Arbitrator in date order: i.e.: from the oldest to the most recent.
12. Each case referred to the Mediator-Arbitrator for expedited arbitration will be numbered consecutively by the Mediator-Arbitrator and he shall provide his decision orally immediately following the presentation of each case, unless otherwise agreed to between the Corporation and the Union. At the request of either of the parties, the Mediator-Arbitrator shall provide the parties with a short, written summary of his decision(s), within 30 days of the special proceedings, or as otherwise agreed to by the parties.
13. The decisions of the Mediator-Arbitrator on any case referred to him for final and binding resolution under this process will not be used by the parties hereto for the purpose of establishing precedents or jurisprudence for the handling of any future cases of a like or similar nature and neither party may rely on any of these cases to support a claim that the issue had been definitively settled by a decision on any other case. The Mediator-Arbitrator shall not, in any case, add to, subtract from, modify, rescind, or disregard any provision of the Collective Agreement.

14. Each decision of the Mediator-Arbitrator, which is made under the jurisdiction of this memorandum of agreement, shall be final and binding upon the Corporation and the Union, as well as the employee(s) involved.
15. The Corporation and the Union agree that the powers of the Mediator-Arbitrator are restricted by and to these rules notwithstanding any other agreement to the contrary. The Mediator-Arbitrator shall not have the power to modify these agreed upon rules without the written consent of both the Corporation and the Union.
16. In the event that the parties encounter difficulties in implementing the decision(s) of the Mediator-Arbitrator, the Corporation and the Union agree that the Mediator-Arbitrator will remain seized of each of the cases presented to him for arbitration.
17. The decision of the Mediator-Arbitrator shall not be subject to appeal by either the Corporation, the Union or the employee(s) involved.
18. These special mediation-arbitration sessions will be held at times and locations as mutually agreed upon by the parties.
19. The foregoing shall apply to Collective Agreements No. 1 and 2.



Dave Kissack
President, Unifor Council 4000



Karine Chapados
Specialist Advisor,
Employee Relations VIA Rail

APPENDIX 3 ORGANIZATIONAL CHARTS

This Appendix contains organizational charts for many of the major trains operated by VIA. It gives examples of the crewing levels under the new concept of crew consists to be introduced in June 1986. The crewing of trains not specifically included will be consistent with similar trains operated at similar times of the day as these levels.

The crewing of trains operated jointly with Amtrak will continue to be governed by contracts between the two corporations.

ORGANIZATIONAL CHART FOR

Train #: 1/9	From: Montreal/Toronto	To: Winnipeg
	Off Peak	
Train #: 2/10	From: Winnipeg	To: Toronto/Montreal

Car Consist			Crew Consist	
Baggage/Coach	(MTL)	SUD	Service Manager	(MTL) SUD
Baggage	(TOR)	WPG	Service Manager	(TOR) WPG
Café Coach	(TOR)	WPG	Senior Service Attendant	(TOR) WPG
Coach	(MTL)	WPG		
Skyline	(MTL)	WPG	Service Coordinator	(MTL) WPG
			Chef	(MTL) SUD
			Service Attendant	(MTL) SUD
Sleeper	(MTL)	WPG		
Sleeper	(TOR)	WPG	Service Attendant*	(MTL) WPG
Diner	(TOR)	WPG	Service Coordinator	(TOR) WPG
			Asst. Service Coordinator	(TOR) WPG
			Chef	(TOR) WPG
			Service Attendant	(TOR) WPG
Sleeper	(TOR)	WPG	Service Attendant**	(TOR) WPG
Sleeper Lounge	(TOR)	WPG	Senior Service Attendant	(TOR) WPG

NOTES:

- 1) Service Attendant* - Assists in Diner, MTL-SUD
- Takes over Toronto Sleeper ahead of Diner, SUD-WPG
- 2) Service Attendant** - Operates both Toronto Sleepers, TOR-SUD
- 3) Service Coordinator (Skyline) provides Bar/Snack Service, SUD-WPG.

ORGANIZATIONAL CHART FOR

Train #: 1/9 From: MTL-TOR-(SUDBURY) To: Winnipeg
 Peak
 Train #: 2/10 From: Winnipeg (SUDBURY) To: MTL-TOR

Car Consist			Crew Consist	
Baggage/Coach	(MTL)	Sudbury	Service Manager	(MTL) (SUD)
Baggage	(TOR)	Winnipeg	Service Manager	(TOR) WPG
Coaches (2)	(TOR)	Winnipeg		
Café Coach Lounge	(TOR)	Sudbury	Senior Service Attendant	(SUD)
Café Coach	(MTL)	Winnipeg	Senior Service Attendant	WPG
Skyline	(MTL)	Winnipeg	Service Coordinator	(WPG)
			Chef	(SUD)
			Service Attendant	(SUD)
			Service Attendant	(SUD)
Sleeper	(TOR)	Winnipeg	Service Attendant	(WPG)
Sleeper	(TOR)	Winnipeg		
Sleeper	(TOR)	Winnipeg	Service Attendant	(WPG)
Sleeper	(TOR)	Winnipeg		
Diner	(TOR)	Winnipeg	Service Coordinator	(WPG)
			Chef	
			Asst. Service Coordinator	(WPG)
			Service Attendant	(WPG)
Service Attendant	(WPG)			
Sleeper	(MTL)	Winnipeg	Service Attendant	(WPG)
Sleeper	(MTL)	Winnipeg		
Sleeper	(TOR)	Winnipeg	Service Attendant*	(WPG)
Sleeper Lounge	(TOR)	Winnipeg	Senior Service Attendant	(WPG)

NOTE:

- 1) Service Attendant* - to assist in Diner if required

ORGANIZATIONAL CHART FOR

Train #: 1 From: Winnipeg To: Vancouver
 Off Peak (April 1, 1986)
 Train #: 2 From: Vancouver To: Winnipeg

Car Consist			Crew Consist		
Baggage	(WPG)	VAN	Service Manager	(WPG)	VAN
Café Coach	(WPG)	VAN	Senior Service Attendant	(WPG)	VAN
Coach	(WPG)	VAN			
Skyline	(WPG)	VAN	Senior Service Attendant	(WPG)	VAN
Sleeper	(WPG)	VAN			
Sleeper	(WPG)	VAN	Service Attendant	(WPG)	VAN
Diner	(WPG)	VAN	Service Coordinator	(WPG)	VAN
			Ass't Service Coordinator	(WPG)	VAN
			Chef	(WPG)	VAN
			Service Attendant	(WPG)	VAN
			Service Attendant	(WPG)	VAN
			Service Attendant*	(CLG)	VAN
Sleeper	(WPG)	VAN			
Sleeper*	(CLG)	VAN	Service Attendant**	(WPG)	VAN
Crew Sleeper	(CLG)	VAN			
Sleeper Lounge	(WPG)	VAN	Senior Service Attendant	(WPG)	VAN

NOTES:

- 1) Service Attendant* - Prepares Sleeper* for service at CLG
- 2) Service Attendant** - Assists in diner, WPG-CLG, if required

ORGANIZATIONAL CHART FOR

Train #: 1 From: Winnipeg To: Vancouver
 Peak
 Train #: 2 From: Vancouver To: Winnipeg
 (PEAK)

Car Consist		Crew Consist
Baggage	Vancouver	Service Manager
Coaches (2)	Vancouver	
Café Coach	Vancouver	Senior Service Attendant
Skyline	Vancouver	Senior Service Attendant Service Coordinator Chef Service Attendant Service Attendant (CLG)
Sleeper	Vancouver	
Sleeper	Vancouver	Service Attendant
Sleeper	Vancouver	
Sleeper	Vancouver	Service Attendant
Diner	Vancouver	Service Coordinator Chef Asst. Service Coordinator Service Attendant Service Attendant Service Attendant (CLG) Service Attendant (CLG)
Sleeper	Vancouver	
Sleeper	Vancouver	Service Attendant
Sleeper	Vancouver	Service Attendant*
Sleeper (CLG)	Vancouver	
Sleeper (CLG)	Vancouver	Service Attendant
Sleeper Lounge	Vancouver	Senior Service Attendant

NOTE:

- 1) Service Attendant* - to assist in Diner if required

ORGANIZATIONAL CHART FOR

Train #: 3 From: Winnipeg To: Vancouver
 Off Peak
 Train #: 4 From: Vancouver To: Winnipeg

Car Consist		Crew Consist
Baggage	Vancouver	Service Manager
Café Coach	Vancouver	Senior Service Attendant
Dayniter		
Skyline	Vancouver	Senior Service Attendant Service Coordinator Chef Asst. Service Coordinator
Sleeper	Vancouver	
Sleeper	Vancouver	Service Attendant

ORGANIZATIONAL CHART FOR

Train #: 3 From: Winnipeg To: Vancouver
 Peak

Train #: 4 From: Vancouver To: Winnipeg

Car Consist		Crew Consist
Baggage	Vancouver	Service Manager
Café Coach	Vancouver	Senior Service Attendant
Dayniter		
Skyline	Vancouver	Senior Service Attendant
Sleeper		Service Attendant
Sleeper		
Diner	Vancouver	Service Coordinator Chef Asst. Service Coordinator Service Attendant Service Attendant
Sleeper	Vancouver	Service Attendant
Sleeper	Vancouver	

ORGANIZATIONAL CHART FOR

Train #: 5 From: Edmonton To: Jasper-Prince Rupert
 Off Peak

Train #: 6 From: Prince Rupert-Jasper To: Edmonton

Car Consist		Crew Consist
Baggage Sleeper (crew)	Pr. Rupert	
Dayniter	Pr. Rupert	
Café Lounge	Pr. Rupert	Service Coordinator Chef Service Attendant
Sleeper	Pr. Rupert	Service Attendant*

NOTE : *Assists in meal service when required.

ORGANIZATIONAL CHART FOR

Train #: 5 From: Edmonton To: Jasper-Prince Rupert
 Peak
 Train #: 6 From: Prince Rupert-Jasper To: Edmonton

Car Consist		Crew Consist
Baggage Sleeper (crew)	Pr. Rupert	
Dayniter	Pr. Rupert	
Dayniter	Pr. Rupert	
Café Lounge	Pr. Rupert	Senior Service Attendant Service Coordinator Chef Service Attendant
Sleeper	Pr. Rupert	
Sleeper	Pr. Rupert	Service Attendant

ORGANIZATIONAL CHART FOR

Train #: 8, 106, 108/148	From: Winnipeg/Sioux Lookout All Year	To: Capreol
Train #: 7, 107/149	From: Capreol, Sioux Lookout	To: Winnipeg

Car Consist		Crew Consist
Baggage Sleeper	Capreol	Senior Service Attendant
Café Coach		

NOTES:

- 1) Senior Service Attendant Job 1 performs duties in both the Baggage Sleeper and Café Coach. Occupancy of baggage sleeper low. Senior Service Attendant can handle both cars.
- 2) Trains #108 and #107 employee released at Sioux Lookout.
- 3) Train #8, 107 and 7 – When coach added between Hornepayne and Capreol, there will not be an augmentation of crew.
- 4) Trains #108 and 107 – 6 coaches and 1 baggage car added (Trains #148 and 149)
- 5) At present there is no augmentation.
- 6) Train #148-149 Winnipeg-Sioux Lookout.
- 7) If augmentation is required – a Service Attendant will be assigned to assist.

ORGANIZATIONAL CHART FOR

Train #: 11 From: Halifax To: Montreal
 Off Peak
 Train #: 12 From: Montreal To: Halifax

Car Consist	Crew Consist
Baggage	Service Manager
Coach	
Café Coach Lounge	Senior Service Attendant
Dayniter	Service Attendant
Sleeper	
Diner	Service Coordinator Chef Assistant Service Coordinator Service Attendant
Sleeper	Service Attendant*
Sleeper Lounge	Senior Service Attendant

NOTE :

1) Service Attendant* - to assist in Diner when required.

ORGANIZATIONAL CHART FOR

Train #: 11 From: Halifax To: Montreal
 Peak
 Train #: 12 From: Montreal To: Halifax

Car Consist	Crew Consist
Baggage Coach Coach	Service Manager
Café Lounge	Senior Service Attendant Senior Service Attendant
Dayniter Sleeper	Service Attendant
Sleeper	Service Attendant*
Diner	Service Coordinator Chef Assistant Service Coordinator Service Attendant Service Attendant
Sleeper Sleeper	Service Attendant
Sleeper Lounge	Senior Service Attendant

NOTE :

- 1) Service Attendant* - assists with meal service in Dining Car.

ORGANIZATIONAL CHART FOR

Train #: 15-17

From: Moncton - Gaspé
Off Peak

To: Montreal

Train #: 14-16

From: Montreal

To: Gaspé - Moncton

Car Consist		Crew Consist
Baggage Sleeper	MCTN	Service Manager (MCTN)
Baggage	GSPÉ	
Sleeper	GSPÉ	Service Attendant*
Dayniter	GSPÉ	
Café Lounge	GSPÉ	Senior Service Attendant Service Coordinator Chef
Coach	GSPÉ	Senior Service Attendant
Coach	MCTN	
Café Coach	MCTN	
Dayniter	MCTN	Service Attendant
Sleeper	MCTN	
Diner	MCTN	Service Coordinator Assistant Service Coordinator Chef Service Attendant
Sleeper Lounge	MCTN	Senior Service Attendant

NOTE:

- 1) Service Attendant* - to assist in Café Lounge when required.

ORGANIZATIONAL CHART FOR

Train #: 15-17

From: Moncton – Gaspé
Peak

To: Montreal

Train #: 14-16

From: Montreal

To: Gaspé - Moncton

Car Consist		Crew Consist
Baggage	MCTN	Service Manager (MCTN)
Baggage Sleeper	GSPÉ	
Sleeper	GSPÉ	Service Attendant
Dayniter	GSPÉ	
Café Lounge	GSPÉ	Senior Service Attendant Service Coordinator Chef Service Attendant
Coach	GSPE	Senior Service Attendant
Coach	MCTN	
Café Coach	MCTN	
Dayniter	MCTN	Service Attendant
Sleeper	MCTN	
Sleeper	MCTN	Service Attendant*
Diner	MCTN	Service Coordinator Chef
		Assistant Service Coordinator Service Attendant
Sleeper Lounge	MCTN	Senior Service Attendant

NOTE:

- 1) Service Attendant* - assists with Meal Service Moncton Dining Car.

ORGANIZATIONAL CHART FOR

Train #: 40 From: Toronto To: Ottawa
 All Year
Train #: 41 From: Ottawa To: Toronto

Car Consist	Crew Consist
L.R.C.	
Club	Senior Service Attendant
Coach	Service Attendant
Coach	

ORGANIZATIONAL CHART FOR

Train #: 43 From: Ottawa To: Toronto
 All Year
Train #: 44 From: Toronto To: Ottawa

Car Consist	Crew Consist
Coach	
Café Coach	Senior Service Attendant
Coach (ex. Tues./Wed.)	

ORGANIZATIONAL CHART FOR

Train #: 55 From: Montreal To: Toronto
 All Year

Train #: 56 From: Toronto To: Montreal

Car Consist	Crew Consist
Coach (Sun.)	
Café Coach (Fri., Sun.)	Senior Service Attendant
Coach	
Café Coach	Senior Service Attendant
Baggage	

NOTE:

Any cart assistance will be provided by a Service Attendant.

ORGANIZATIONAL CHART FOR

Train #: 45 From: Ottawa To: Toronto
 All Year
 Train #: 46 From: Toronto To: Ottawa

Car Consist	Crew Consist
L.R.C.	
Club Deluxe	Senior Service Attendant Service Attendant*
Coach	Senior Service Attendant
Coach	Senior Service Attendant
Coach (Thurs., Fri., Sun)	Senior Service Attendant
Coach (Sun.)	Senior Service Attendant

NOTE:

* May be required to assist other Senior Service Attendants.

ORGANIZATIONAL CHART FOR

Train #: 59/49-58/48	From: Mtl.-Ott.-Brockville	To: Toronto
	All Year	
Train #: 59/58-49/48	From: Tor.-Brockville - Ott.	To: Montreal

Car Consist			Crew Consist
Sleeper	(OTT)	Toronto	Senior Service Attendant
Coach	(OTT)	Toronto	
Coach	(MTL)	Toronto	
Coach	(MTL)	Toronto	
Café Bar Lounge	(MTL)	Toronto	Senior Service Attendant
Dayniter (over NHE Club)	(MTL)	Toronto	
Sleeper	(MTL)	Toronto	Senior Service Attendant
Sleeper	(MTL) except Sat.	Toronto	
Sleeper	(MTL) Sun.	Toronto	

NOTES:

- 1) Dayniter (overnight Club) employee not assigned.
- 2) SSS #2 to assist SSA #3 entraining, detraining, handling baggage.
- 3) Problem station for entraining, detraining and handling baggage, Dorval, Guildwood.
- 4) If second sleeper is added to #49-48 - no augmentation
 If fourth sleeper is added to #59-58 - no augmentation
 If fifth sleeper is added to #59-58 - a Service Attendant added

ORGANIZATIONAL CHART FOR

Train #: 61 From: Montreal To: Toronto
 All Year
Train #: 60 From: Toronto To: Montreal

Car Consist	Crew Consist
L.R.C.	
Club	Senior Service Attendant
Coach	Senior Service Attendant
Coach	Senior Service Attendant
Coach (Fri., Sat.)	Senior Service Attendant

ORGANIZATIONAL CHART FOR

Train #: 63 From: Montreal To: Toronto
 All Year
 Train #: 62 From: Toronto To: Montreal

Car Consist	Crew Consist
L.R.C.	
Club	Senior Service Attendant
Coach	Senior Service Attendant
Coach	Senior Service Attendant
Coach	Senior Service Attendant
Coach	Senior Service Attendant
Club Deluxe	Senior Service Attendant Service Attendant*

NOTE:

*May be required to assist other Senior Service Attendants.

ORGANIZATIONAL CHART FOR

Train #: 71 From: Toronto To: Windsor
 All Year
Train #: 70 From: Windsor To: Toronto

Car Consist	Crew Consist
Club	Senior Service Attendant
Coach	
Café Coach	Senior Service Attendant
Coach	
Café Coach	Senior Service Attendant
Coach	
Coach	

ORGANIZATIONAL CHART FOR

Train #: 77 From: Toronto To: Windsor
 All Year
 Train #: 78 From: Windsor To: Toronto

Car Consist	Crew Consist
Baggage	
Club	Senior Service Attendant
Coach Café Coach Coach	Senior Service Attendant Service Attendant
Café Coach (Thurs., Fri., Sun.) Coach (Thurs., Fri., Sun.) Coach (Thurs., Fri., Sun.)	Senior Service Attendant Service Attendant

ORGANIZATIONAL CHART FOR

Train #: 93 From: Winnipeg To: Churchill

Off Peak

Train #: 92 From: Churchill To: Winnipeg

Car Consist		Crew Consist
Baggage	CCHL	
Dayniter	CCHL	
Dayniter (The Pas)	CCHL	
Café Lounge	CCHL	Service Coordinator Chef Service Attendant
Sleeper*	CCHL	Service Attendant*

NOTES:

- 1) #93 ex Winnipeg – Sun., Tues., Thurs.
 #92 ex Churchill – Tues., Thurs., Sat.

- 2) * Service Attendant assists in Meal Service Car.

- 3) If coach added – A Senior Service Attendant in bar added if required.

- 4) If sleeper added - A Service Attendant in Meal Service Car added if required.

ORGANIZATIONAL CHART FOR

Train #: 93 From: Winnipeg To: Churchill

Peak

Train #: 92 From: Churchill To: Winnipeg

Car Consist		Crew Consist
Baggage	CCHL	
Dayniter	CCHL	
Dayniter	CCHL	
Café Lounge	CCHL	Senior Service Attendant Service Coordinator Chef Service Attendant
Sleeper	CCHL	
Sleeper	CCHL	Service Attendant*

NOTES:

- 1) #93 ex Winnipeg – Sun., Tues., Thurs.
#92 ex Churchill – Tues., Thurs., Sat.

ORGANIZATIONAL CHART FOR

Train #: 129 From: Toronto – Cochrane To: Kapuskasing
All Year

Train #: 128 From: Kapuskasing To: Cochrane - Toronto

Car Consist		Crew Consist
Baggage	Cochrane	
Coaches	Cochrane	
Café Coach Lounge	Kapuskasing	Senior Service Attendant
Sleeper	Kapuskasing	Senior Service Attendant*

NOTES:

- 1) *If sleeper is added – Senior Service Attendant* performs duties in both sleepers
- 2) If two (2) sleepers are added – Service Attendant added to handle service.

ORGANIZATIONAL CHART FOR

Train #: 133 From: Montreal To: Chicoutimi
All Year

Train #: 132 From: Chicoutimi To: Montreal

Car Consist		Crew Consist
Baggage	Chicoutimi	
Café Coach	Chicoutimi	Senior Service Attendant
Coach	Chicoutimi	
Coach (Friday only)	Chicoutimi	

NOTE:

- 1) Augmentation same principal as conventional corridor train.
(i.e. 4th car added will be a Café Coach. Senior Service Attendant will be assigned.)

APPENDIX 4
LETTER CONCERNING ASSIGNED EMPLOYEES OPERATING FROM SPARE BOARD

March 6, 1986

Our File: 25-8315-1-2

Mr. T.N. Stol
Acting National Vice-President
C.B.R.T. & G.W.
2300 Carling Avenue
Ottawa, Ontario
K2B 7G1

Dear Mr. Stol:

Article 4.26(g) of the Memorandum of Agreement renewing Collective Agreement No. 2 states that assigned employees, upon completion of training or vacation, "may" be required to operate from the spare board to equalize hours for protection of the guarantee.

It is our understanding that, when an assigned employee operates from the spare board in these circumstances, the employee will not be called for a spare trip which would prevent him/her from taking his/her regular assignment.

If you concur with this understanding, would you please so indicate by signing below.

Yours truly,

(signed A. Gagné)

A. Gagné
Director, Labour Relations

I Concur:

(signed T.N. Stol)

T.N. Stol

c.c. G. Boudreau
A. Cerilli
G. Côté
A. Craig
R. Stevens
R. Arnold

**APPENDIX 5
LETTER CONCERNING
PROTECTING GUARANTEE – BEREAVEMENT LEAVE**

March 6, 1986

Our File: 25-8315-1-2

Mr. T.N. Stol
Acting National Vice-President
C.B.R.T. & G.W.
2300 Carling Avenue
Ottawa, Ontario
K2B 7G1

Dear Mr. Stol:

During negotiation of the renewal of Collective Agreement No. 2 you had expressed a desire to have Bereavement Leave for regularly assigned employees to be taken without disruption of their guarantee. You were assured that the Corporation would re-establish the practice of giving employees three- or five-days' Bereavement Leave depending on entitlement and protecting their guarantee, effective March 6, 1986.

Yours truly,

(signed A. Gagné)

A. Gagné
Director, Labour Relations

AG/pg

Amended June 8 2016

APPENDIX 6 BILINGUALISM

A national approach will be utilized for identifying and providing the bilingual requirements of the Corporation in order to serve the travelling public. Representatives of the Union and the Corporation will meet to discuss the bilingual requirements for the System before any changes are implemented.

Both parties recognize that there are already many employees with bilingual skills. Where bilingual employees are already available in the positions required, and are prepared to serve in a bilingual capacity, formal designation would be unnecessary. Accordingly, attention will be focused on identifying specific positions only when the status quo has failed to fulfill the needs.

If the Union disagrees with the designation of any specific position to satisfy the needs of the travelling public or to comply with the Official Languages Act, a grievance may be commenced at Step 3 of the Grievance Procedure within 60 days of receiving the Corporation's decision to designate said position. If the grievance is not regulated at Step 3, the matter may be referred to arbitration in an expedited manner.

A language training bulletin will be posted twice per year for a 15-day period, inviting applications from employees desiring to qualify in the bilingual requirements for positions covered by this Agreement. Unilingual employees will be given language training in seniority order, or as mutually arranged. Employees having completed the home study language training will be compensated 40 hours pay at the classification rate of pay last worked immediately prior to commencing training for each module completed.

Employees who would prefer to study the second language at community colleges or local educational institutions, shall, with prior approval of the Corporation, receive full reimbursement for tuition fees, and required learning materials, upon presentation of proof of successful completion of the course.

After a position has been designated bilingual, efforts to staff it with a bilingual employee will be made if and when the regularly assigned position becomes vacant. Bilingual employees who are working on other positions will not be forced to fill bilingual positions unless it is necessary to staff a customer contact position with a bilingual employee to comply with the Official Languages Act.

In any event, no employees will be compelled to accept work outside their home stations or terminals, or off their regularly assigned train solely because of bilingualism.

Unilingual employees will not be laid-off or forced to take the spare board solely because they are not bilingual. If in the case of a reduction of staff, a unilingual employee would otherwise have been laid-off solely because he is not bilingual, he would in that case be permitted to displace a junior employee from a designated bilingual position. A unilingual employee who by reason only of not being bilingual, is unable to hold a position at his existing rate of pay, will be assured maintenance of earnings, until he is trained for a bilingual position.

If at the time of the staff reduction (for whatever reason) a unilingual employee is unable to hold a position at his existing rate of pay, solely because he is not bilingual, and is required to take a lower-rated position, he will be assured maintenance of earnings at his existing rate of pay, until he is trained for a bilingual position. If he is subsequently able to hold a position at least equal to the level of his maintenance of earnings, the maintenance of earnings will thereupon be eliminated. However, if he subsequently again is compelled to take a lower-rated position, solely because he is not bilingual, he will again be assured maintenance of earnings, and so on, until he is trained for a bilingual position.

Unilingual employees who are holding designated jobs on the date this agreement comes into effect, who are presently rated at the "C" level in the second language, and whose test results indicate that they could achieve bilingual status with a minimum exposure to immersion training, will be offered such training, with salary protection for up to four (4) week salary at their basic rate of pay, if the employee requests it.

**APPENDIX 7
CANADIAN NATIONAL RAILWAY
COMPANY CP RAIL**

LETTER CONCERNING REHABILITATION OF DISABLED EMPLOYEES

Montreal, Quebec
March 5, 1982

Mr. J.D. Hunter
Chairman,
Associated Non-Operating
Railway Unions
2300 Carling Avenue
Ottawa, Ontario
K2B 7G1

(To be signed with
Individual Bargaining Unit)

Dear Mr. Hunter:

This has reference to discussions during current contract negotiations with respect to the railways' proposal regarding the desirability of undertaking special arrangements for an employee who becomes disabled during the course of his employment and is unable to perform the regular duties of his assigned position and is unable to exercise his seniority on a position which he is capable of performing.

This letter will confirm our understanding that, in such circumstances, the proper officer of the Company and the General Chairman of the Union concerned will meet to see if arrangements can be made to provide employment to the employee concerned within the bargaining unit. The parties may by mutual agreement, place a disabled employee on a position that his qualifications and ability allow him to perform, notwithstanding that it may be necessary to displace an able-bodied employee in the bargaining unit so as to provide suitable employment. The permanently assigned employee so displaced will be allowed to exercise seniority onto a position within the bargaining unit that he is qualified for and has the ability to perform.

A disabled employee placed on a position shall not be displaced by an able-bodied employee so long as he remains on that position except when a senior employee is otherwise unable to hold a position within his seniority group.

Should the disabled employee subsequently recuperate, he shall be subject to displacement, in which case such employee will exercise seniority rights. When a senior able-bodied employee believes that the provisions of this letter will result in undue hardship, the General Chairman may discuss the circumstances with the Company.

The above understanding is to provide guidelines for assisting disabled employees to continue to be employed.

If you are in accord with the above, would you please so indicate below.

Yours truly,

(Signed W.H. Morin)
Vice-President
Labour Relations
Canadian National Railway
Company

Signed R. Colosimo
Vice-President
Industrial Relations,
CP Rail

I CONCUR:

(Signed J. Hunter)
Chairman
Associated Non-Operating
Railway Unions

APPENDIX 8
LETTER CONCERNING PROTECTION OF GUARANTEE UNDER
COLLECTIVE AGREEMENT VS SPECIAL AGREEMENT

May 1, 1986

Our File: 25-8315-1-2

Mr. T. McGrath
National Vice-President
C.B.R.T. & G.W.
2300 Carling Avenue
Ottawa, Ontario
K2B 7G1

Dear Mr. McGrath:

With the introduction of the OBS Train Crewing Program effective June 13, 1986, there will be changes in the guarantee provisions. At the same time, employees adversely affected by the implementation of the OBS Train Crewing Program will have the benefits of the Special Agreement. In the light of the foregoing, there may be a contradiction between an employee's desire to protect his guarantee under the new Collective Agreement, and his obligation to protect his Maintenance of Earnings under the Special Agreement.

1. Where there is an employee decision to be made, he should give first priority to protecting his Maintenance of Earnings under the special Agreement.
2. An employee is required to change assignments because of the Train Crewing Program or future "Article J" or "Article 8" changes and has the choice between immediately taking a new assignment in a lower classification thereby protecting his guarantee under the Collective Agreement or taking a new assignment in his regular classification which may only begin some time after expiry of the layover of his previous assignment.
3. If he acted to protect his guarantee under the Collective Agreement by taking a lower-rated position, he would lose his Maintenance of Earnings under the Special Agreement.

4. If he acted to protect his Maintenance of Earnings, he may lose a part of his guarantee for that 8-week averaging period, but his minimum of 320 hours at regular pay would be protected by virtue of Maintenance of Earnings.
5. In most, if not all cases, it would appear to be to the employee's advantage to act in a manner that ensures protection of his Maintenance of Earnings.

I trust that the foregoing resolves this question to your satisfaction.

Yours truly,

(Signed A. Gagné)

A. Gagné
Director, Labour Relations

AG/pg

APPENDIX 9 DUTIES & RESPONSIBILITIES

Service Manager

- Reports to Service & Sales Supervisor for briefing (service changes, transportation advices, revenue targets, employee work records, etc.) and participates in assignment of crew to specific areas of work and/or tasks in accordance with predetermined guidelines (activity cards).
- Briefs Service Coordinators and Senior Service Attendants as to their reporting times re their own work requirements (activity cards) and those of their subordinates. Briefing will also cover such items as service changes, transportation advices and revenue targets.
- At major terminals, receives sleeping car passengers at reception desk.
- Entrains and detrains in sleeping cars and dayneters as and when required.
- Collects transportation and sells cash fares in sleeping cars and dayneters as and when required and turns same over to Service Coordinators (when operated) to include with his/her remittance.
- At originating terminals, checks all cars to ensure they have been properly services, set-up, all major systems are functioning and employees are ready to receive passengers and takes appropriate action as warranted.
- Supervises entraining and detraining enroute.
- At regular intervals, observes all employees in the performance of their duties to ensure service standards are maintained and takes appropriate action as warranted (incl. positive reinforcement).
- At regular intervals, patrols train (incl. coaches) and obtains passenger reaction to services offered taking immediate action, if warranted, and/or passes this information along to management for further handling (i.e. service discrepancies, employee performance, product offerings).

Alters individual employee's activity cards, when necessary, to conform with unexpected fluctuations in service demands, justifying these changes in writing to Services & Sales Supervisor.

- Coordinates the dissemination of information re train delays, time changes, etc. to employees and passengers.
- Collaborates with Train Conductor re second stops, unscheduled stops, unusual incidents impacting of safer operation of train, etc.
- Collaborates with Service Coordinator to ensure service to passengers available in both "Official Languages".

- Provides on-the-job guidance and counselling to newly appointed Service Coordinators and Senior Service Attendants.
- Participates in the revenue and expense budget process (preparation and analysis) for trains operated under their jurisdiction.
- Prepares and/or collects employee performance reports at end of each trip, ensuring individual employees receive appropriate feedback.
- Resolves, to the best of his/her ability, all matters related to customer complaints and/or potential complaints as well as employee – customer and/or employee – employee differences.
- At end of trip, provides Service & Sales Supervisor with a detailed written account (log) of his/her assessment of the trip.
- Other related duties as assigned by Service & Sales Supervisor.

Service Coordinator

- Reports to Service Manager (where operated) or Service & Sales Supervisor for briefing re service changes, transportation advices, revenue targets, subordinate employees' work records and assignment of individual activity cards for Assistant Service Coordinator and Service Attendants.
- Briefs Assistant Service Coordinator, Chef and Service Attendants at their reporting times re their own work requirements (activity cards). Briefing will also cover relevant information pertaining to service changes, transportation advices and revenue targets.
- Collects transportation and sells cash fares in sleeping cards and dayneters as and when required.
- Entrains and detrains in sleeping cars and dayneters as and when required.
- Directs the requisitioning of refreshment, food and equipment supplies for meal service and sleeping cars.
- Supervises the loading, unloading and rotation of supplies in meal service cars.
- Directs the activities of Assistant Service Coordinator and Service Attendants in meal service (dining room, pantry and kitchen), dayneters and sleeping cars.
- Alters individual employees' activity cards, when necessary, to meet unexpected fluctuations in service demands, justifying these changes to the Service Manager.
- Directs and coordinates meal sitting for meal service cars.
- Provides meal and refreshment service in meal service cars on an as required basis.

- Collaborates with Service Manager to ensure service to passengers in both “Official Languages”.
- Provides on-the-job guidance and counselling to newly appointed Assistant Service Coordinators and Service Attendants.
- Prepares performance reports at end of each trip for each employee under his/her jurisdiction, ensuring employees receive appropriate feedback.
- Collects and remits all company revenues derived from meal service and sleeping car operations.
- At regular intervals, checks performance of subordinate positions to ensure service standards are maintained and takes appropriate action as warranted (incl. positive reinforcement).
- Collaborates with Service Manager in the resolution of complaints and/or potential complaints emanating from meal service or sleeping cars.
- At end of trip, provide Service Manager (where operated) or Service & Sales Supervisor with a verbal and/or written account of his/her assessment of services provided under his/her jurisdiction.
- Other related duties as assigned by Service Manager or Service & Sales Supervisor.

Chef

- Reports to Service Coordinator for briefing (service changes, transportation advices, and work assignments [activity cards]) for self and Cook, when operated.
- Briefs Cooks at their reporting time re their work assignment (activity card) and service changes.
- Supervises all personnel working in kitchen area of meal service cars.
- Directs all aspects of food preparation in meal service cars.
- Washes all main entrée platters when operated alone in kitchen.
- Maintains kitchen area of meal service cars in clean and tidy condition.
- Supervises the requisitioning, storing, rotating and unloading of supplies for kitchen area of meal service cars.
- Prepares portions and plates all food emanating from the kitchen of meal service cars.
- Provides on-the-job guidance and counselling to newly appointed Cooks.
- Other related duties as assigned by Service Coordinator.

Cook

- Reports to Chef or Service Coordinator for briefing re work assignment (activity card) and service changes.
- Assists with requisitioning, storing, rotating and unloading of supplies for kitchen area of meal service cars.
- Washes all main entrée platters.
- Assists Service Attendants with washing and sanitizing of cutlery, glasses, dishes.
- Assists with preparation, plating and garnishing of all food emanating from kitchen area of meal service cars.
- Assists with maintenance of kitchen area in meal service cars in clean and tidy condition.
- Other related duties as assigned by Chef or Service Coordinator.

- Note: When operated without Chef, assumes direct responsibility for all activities in kitchen area of meal service cars

Assistant Service Coordinator

- Reports to Service Coordinator for briefing re service changes, transportation advices, revenue targets and work assignments (activity cards).
- At major terminals, assists Service Manager with reception of sleeping car passengers at reception desk and collects transportation for turnover to Service Coordinator.
- Collects transportation and sells cash fares in sleeping cars and dayneters as and when required.
- Entrains and detrains in sleeping cars and dayneters as and when required.
- Assists with the loading and unloading of supplies in meal service cars.

- Canvasses and takes reservations for meal sittings for meal service cars as directed by Service Coordinator.
- Makes all bilingual announcements re train delays, time changes and meal sittings throughout train.
- Assists Service Manager and Service Coordinator with provision of service to passengers in both “Official Languages”.

- Administers first-aid and/or oxygen, when required, to passengers or employees.
- Prepares requisitions for refreshment, food and equipment supplies for meal service and sleeping cars.
- Assists with reception of passengers and service of meals and refreshments in meal service cars.
- Assists in pantry of meal service cars, as and when required.
- Assists in sleeping cars with preparation of reserved accommodation space for daytime and night occupancy.
- Patrols sleeping cars and dayneters when Service Attendants on rest periods.
- Provides snack and/or refreshment service in relief of Senior Service Attendants during their meal and/or regular rest periods.
- Assumes duties of Service Coordinator in meal service cars when the latter is required in other areas of the train.
- Other related duties as assigned by Service Coordinator.

Learning Coordinator – Easterly Class

- Reports to Service Manager for briefing re safety service issues, special requests service changes, transportation advices, revenue targets and work assignments (activity cards)
- Responsible for the delivery and service coordination of all presentations and activities for Easterly Class passengers
- Ensure the care and comfort of Easterly Class passengers. Identifies customer needs through a proactive approach
- Liaison with tour leaders to identify group needs and special requests
- Provides tourism information, brochures, guides, etc.
- Assists Service Manager with providing “Welcome Aboard” reception at major terminals for all Easterly class passengers
- Conducts emergency procedures and safety briefings with Easterly class passengers
- Ensure car set-up, cleanliness and safety and hygiene, and maintains car and work area in a clean and tidy condition.
- Loads, stores, rotates, and unloads all supplies for Activity car.

- Entrains and detrains passengers in the Easterly Activity car
- As required makes all bilingual announcements re: train delays, time changes and meal sittings to passengers.
- Assists Service Manager with provision of service to passengers in both “Official Languages”.
- Provides snack and refreshment service
- May be required to coordinate meal sittings with Service Coordinator for Easterly Class passengers.
- Administers first-aid and/or oxygen, when required, to passengers or employees.
- Conducts briefings and supervises Senior Service Attendants assigned to Easterly Class sleeping cars.
- Prepares requisitions all food, refreshment and equipment supplies for Activity car.
- Prepares sleeping car space for daytime and night occupancy.
- Resolves all service matters to the best of their ability.
- Collects/reports revenue and supplies.
- Responsible for the safekeeping and remittance of revenue, (including the safekeeping of inventory items charged to the car).
- Other related duties as assigned by the Service Manager.

Activity Coordinator – Silver And Blue

- Reports to Service Manager and Service Coordinator for briefing re service changes, transportation advices, revenue targets and work assignments (activity cards).
- Responsible for the delivery and service coordination of all presentations and activities for Silver and Blue passengers.
- Provides pre-departure refreshment and coffee service and/or continental breakfast, if required.
- Ensure the care and comfort of Silver and Blue passengers. Identifies customer needs through a proactive approach
- Liaison with tour leaders to identify group needs and special request
- Provides tourism information, brochure, guides, etc.
- Assists Service Manager with “Welcome Aboard” reception at major terminals for

all Silver and blue class passengers.

- Conducts emergency procedures and safety briefings with Silver and Blue passengers
- Ensure car set-up, cleanliness and safety and hygiene, and maintains car and work area in a clean and tidy condition.
- Loads, stores, rotates, and unloads all supplies for Activity cars.
- Entrains and detrains passengers
- Responsible for en route announcements re: train delays, time changes and meal sittings to passengers.
- Responsible for organizing activities and selling souvenirs
- Provides snacks, and refreshments service as required.
- May be required to coordinate meal sittings with Service Coordinator for Silver and Blue Class passengers.
- Assists with reception of passengers and service of continental breakfast in Activity car for overflow passengers.
- Ensures that the timeliness of the meal service fits the OTP of the train, communicating with others as required and informing the Service Coordinator of any changes.
- Prepares requisitions for all food, refreshment and equipment supplies for Activity cars.
- Resolves all service matters to the best of their ability.
- Collects/reports revenue and supplies.
- Responsible for the safekeeping and remittance of revenue, (including the safekeeping of inventory items charged to the car).
- Administers first-aid and/or oxygen, when required, to passengers or employee.
- Other related duties as assigned by the Service Manager and Service Coordinator.

Senior Service Attendant

- Reports to Service Manager (where operated) or Service & Sales Supervisor for briefing re service changes, transportation advices, revenue targets and work assignments (activity cards).
- Entrains and detrains in sleeping car, sleeper lounge, dayniter, club and club deluxe cars.

- Collects transportation and sells cash fares in sleeping car, sleeper lounge, club and club deluxe cars.
- Provides take-out and sit down snack service and/or refreshment service in snack, lounge, sleeper lounge, club and LRC coach cars.
- Provides full meal and refreshment service in club deluxe cars.
- Collects and remits company revenue for sleeping car, sleeper lounge, snack, lounge, club, club deluxe and LRC coach cars.
- Directs the activities of Service Attendants when operated as second person in Club Deluxe cars or supplementary cart service provided from snack car.
- Requisitions all food, refreshment and equipment supplies for cars in which he/she operates.
- Loads, stores, rotates and unloads all supplies for cars in which he/she operates.
- Maintains cars and/or work areas for which responsible in a clean and tidy condition.
- Provides service in sleeping car, sleeper lounge, snack, lounge, club, club deluxe and LRC coach cars in accordance with prescribed company standards.
- Prepares sleeping car reserved accommodation space for daytime and/or night occupancy.
- Other related duties as assigned by Service Manager or Service & Sales Supervisor.

Service Attendant

- Reports to Service Coordinator or Senior Service Attendant for briefing re service changes, transportation advices, revenue targets and work assignments (activity cards).
- Entrains and detrains in sleeping, dayneters and club deluxe cars.
- Collects transportation in sleeping cars and dayneters and turns same over to Service Coordinator.
- Receives, seats, takes orders and provides full meal and refreshment service to passengers in meal service and club deluxe cars.
- Sets up dining areas of meal service cars in accordance with company standards.
- Washes and sanitizes dishes, cutlery, glasses in pantry of meal service cars.
- Requisitions, stores and strips linen for cars in which he/she is operated.
- Maintains cars and/or individual work areas in which he/she is operated in clean and tidy condition.

- Prepares vegetables and coffee in kitchen area of meal service cars.
- Prepares salads, sundaes in pantry area of meal service cars.
- Provides snack and refreshment service from a cart when used to supplement service from a conventional snack car; collects revenue derived from sale of items available from cart and turns same over to Senior Service Attendant.
- Prepares sleeping car reserved accommodation space for daytime and/or night occupancy.
- Patrols sleeping cars and daynitters when other Service Attendants on regular rest periods to protect service requirements.
- Assists with requisitioning of all food, refreshment and equipment supplies for cars designated by Service Coordinator or Senior Service Attendant.
- Assists with loading, storing, rotating and unloading of supplies for cars designated by Service Coordinator or Senior Service Attendant.
- Provides service in sleeping cars, meal service, daynitter, coach and club deluxe cars in accordance with prescribed company standards.
- Other related duties as assigned by Service Coordinator or Senior Service Attendant.

Concierge:

Including but not limited to:

- **Reports to the Service Manager for briefing re safety, service issues, special requests service charges, transportation advice, revenue targets and work assignments.**
- **Responsible for the delivery and service coordination of all presentations and activities for Prestige passengers.**
- **Provides pre-departure refreshment and coffee service and continental breakfast or snacks.**
- **Ensures the care and comfort of Prestige passengers. Identifies customer needs through a proactive approach.**
- **Liaison with tour leaders to identify group needs and special requests.**
- **Provides tourism information, brochure, guides etc.**
- **Assists Service Manager with “Welcome Aboard” reception at major terminals for all Prestige passengers.**

Concierge (suite)

- **Conducts emergency procedures and safety briefings with Prestige passengers.**
- **Ensure car set-up, cleanliness and safety and hygiene, and maintains car work area in a clean and tidy condition.**
- **Washes and sanitizes dishes, cutlery, glasses in bar area of Prestige Park Car.**
- **Prepares sleeping car reserved accommodation space for daytime and night occupancy.**
- **Loads, stores, rotates, and unloads all supplies for the Prestige cars.**
- **Entrains and detrains passengers.**
- **Patrols Prestige sleeping cars.**
- **Responsible for organizing/delivering activities and making scenic announcements.**
- **Provides snacks, and refreshments service as required.**
- **Coordinates meal sittings with the Service Coordinator for Prestige passengers.**
- **Assists with reception of passengers and service of continental breakfast.**
- **Prepares requisitions for all food, refreshment and equipment supplies for Prestige cars.**
- **Resolves all service matters to the best of their ability.**
- **Collects/reports revenue and supplies.**
- **Responsible for the safekeeping and remittance of revenue, (including the safekeeping of inventory items charged to the car).**
- **Administers first-aid and/or oxygen, when required, to passengers or employees.**
- **Other related duties as assigned by the Service Manager or the Corporation.**

APPENDIX 10
LETTER CONCERNING CONSENT FOR UNREDUCED PENSIONS

December 22, 2020

Mr. Dave Kissack,
President
National Council 400
UNIFOR

Dear Mr. Kissack:

This refers to the recently concluded agreement covering On-Board Services employees (Collective Agreement No. 2).

Although the question of pensions does not form part of any collective agreement, this confirm that we will continue granting consent to an unreduced pension, for the life of the current collective agreements commencing on January 1st, 2020.

The Corporation will continue the practice of granting consent to an unreduced pension (55/85 rule) for the life of the current collective agreement commencing January 1st, 2020.

Yours truly,



Karine Chapados
Specialist advisor, employee relations VIA
Rail Canada

APPENDIX 11
LETTER CONCERNING NEW JOBS TRAIN CREWING PROGRAM –
APPLICATION OF SPECIAL AGREEMENT

May 1, 1986

Our File: 25-8315-1-2

Mr. T. McGrath
National Vice-President
C.B.R.T. & G.W.
2300 Carling Avenue
Ottawa, Ontario
K2B 7G1

Dear Mr. McGrath:

During our many discussions on the introduction of the new O.B.S. Train Crewing Program, concern was frequently expressed by you and your negotiating committee about the application of Special Agreement benefits to this change.

The question arises because the change will be introduced at a time when we are going from an off-peak level of operation to a peak level of operation. Consequently, although the Program results in a reduction of jobs, the reduction will not be felt at the time of introduction. It will really only be felt several months later, when we go from the peak season to the off-peak level of operations.

You sought assurance that, although the Program will be introduced in June, we would be cognizant of the adverse effects which will be felt in the fall. Our discussions on April 17 led to the following conclusions:

1. According to our present information on equipment planned for long-haul trains this coming fall, there will be 111 fewer regular assignments than would have been the case without the Program. By Region, they are:

VIA Atlantic	29
VIA Quebec	12
VIA Ontario	25
VIA West	<u>45</u>
Total	111

Based on today's information, up to 111 employees would be able to elect early retirement and the Separation Plan of the Special Agreement. When staff reductions are made in the fall, qualified employees age 55 to 60 as well as those 60 and over would be permitted to take Separation in accordance with the Special Agreement. Although staff reductions will not be made until the fall, qualified employees age 60 or over would be permitted to elect the Separation Plan in June.

However, for each employee who takes Separation in June, the total figure of 111 would be reduced. For example, in VIA Quebec there could be a total of 12 Separations. Suppose 2 employees elected Separation in June. This would mean that maximum number in VIA Quebec permitted to take Separation in the fall would be 10.

2. Maintenance of Earnings will have to be based on the rate of the position held as a regular assignment on June 12, 1986. However, if an individual does not establish entitlement to Maintenance of Earnings at the introduction of the Program on June 13, he may still establish entitlement in the fall of 1986. Accordingly, an employee who is compelled to take a regular assignment on June 12, will be able to have Maintenance of Earnings in keeping with the Special Agreement.
3. You also raised a caution with regard to the new Employment Security provisions. Although there will be the normal seasonal reductions in employment in the coming fall, we have already mentioned that there will also be a loss of 111 jobs attributable to the O.B.S. Train Crewing Program. Accordingly, the lay-off of the senior 111 of the employees in the fall of 1986 can only be done if it would not result in an employee having 4 or more years of service laid off as a result, in keeping with the Employment Security provisions.
4. The figure of 111 mentioned in items 1) and 3) above is based on the best information we have today. It will be further reviewed in the fall of 1986.

I trust the foregoing accurately reflects our discussions.

Yours truly,

(Signed A. Gagné)

A. Gagné

Director, Labour Relations

**APPENDIX 12
WAGE SCALE**

Classification		2022		2023		2024	
Level	Months	Weekly	Hourly	Weekly	Hourly	Weekly	Hourly
Service Manager (Transcon)	0-6 mths	\$1556.40	\$38.91	\$1610.80	\$40.27	\$1651.20	\$41.28
	7-12 mths	\$1625.20	\$40.63	\$1682.00	\$42.05	\$1724.00	\$43.10
	13-18 mths	\$1677.20	\$41.93	\$1736.00	\$43.40	\$1779.60	\$44.49
	19 & over	\$1728.80	\$43.22	\$1789.20	\$44.73	\$1834.00	\$45.85
Service Manager (Corridor)	0-6 mths	\$1417.20	\$35.43	\$1466.80	\$36.67	\$1503.60	\$37.59
	7-12 mths	\$1479.20	\$36.98	\$1530.80	\$38.27	\$1569.20	\$39.23
	13-18 mths	\$1526.80	\$38.17	\$1580.40	\$39.51	\$1620.00	\$40.50
	19 & over	\$1574.00	\$39.35	\$1629.20	\$40.73	\$1670.00	\$41.75
Service Manager (Remote)	0-6 mths	\$1417.20	\$35.43	\$1466.80	\$36.67	\$1503.60	\$37.59
	7-12 mths	\$1479.20	\$36.98	\$1530.80	\$38.27	\$1569.20	\$39.23
	13-18 mths	\$1526.80	\$38.17	\$1580.40	\$39.51	\$1620.00	\$40.50
	19 & over	\$1574.00	\$39.35	\$1629.20	\$40.73	\$1670.00	\$41.75
Service Coordinator	0-6 mths	\$1321.20	\$33.03	\$1367.60	\$34.19	\$1401.60	\$35.04
	7-12 mths	\$1380.00	\$34.50	\$1428.40	\$35.71	\$1464.00	\$36.60
	13-18 mths	\$1423.60	\$35.59	\$1473.60	\$36.84	\$1510.40	\$37.75
	19 & over	\$1468.00	\$36.70	\$1519.20	\$37.98	\$1557.20	\$38.93
Chef	0-6 mths	\$1306.08	\$32.65	\$1379.88	\$34.50	\$1414.44	\$35.36
	7-12 mths	\$1364.13	\$34.10	\$1441.21	\$36.03	\$1477.30	\$36.93
	13-18 mths	\$1407.66	\$35.19	\$1487.20	\$37.18	\$1524.45	\$38.11
	19 & over	\$1451.20	\$36.28	\$1533.20	\$38.33	\$1571.60	\$39.29
Cook	0-6 mths	\$1143.60	\$28.59	\$1183.60	\$29.59	\$1213.20	\$30.33
	7-12 mths	\$1195.20	\$29.88	\$1237.20	\$30.93	\$1268.00	\$31.70
	13-18 mths	\$1232.80	\$30.82	\$1276.00	\$31.90	\$1308.00	\$32.70
	19 & over	\$1271.20	\$31.78	\$1315.60	\$32.89	\$1348.40	\$33.71

**APPENDIX 12
WAGE SCALE**

Classification		2022		2023		2024	
Level	Months	Weekly	Hourly	Weekly	Hourly	Weekly	Hourly
Assistant Service Coordinator	0-6 mths	\$1095.60	\$27.39	\$1134.00	\$28.35	\$1162.40	\$29.06
	7-12 mths	\$1136.80	\$28.42	\$1176.40	\$29.41	\$1206.00	\$30.15
	13-18 mths	\$1178.40	\$29.46	\$1219.60	\$30.49	\$1250.00	\$31.25
	19-24 mths	\$1218.40	\$30.46	\$1261.20	\$31.53	\$1292.80	\$32.32
	25-30 mths	\$1259.60	\$31.49	\$1303.60	\$32.59	\$1336.00	\$33.40
	31 & over	\$1370.00	\$34.25	\$1418.00	\$35.45	\$1453.60	\$36.34
Activity Coordinator	0-6 mths	\$1095.60	\$27.39	\$1134.00	\$28.35	\$1162.40	\$29.06
	7-12 mths	\$1136.80	\$28.42	\$1176.40	\$29.41	\$1206.00	\$30.15
	13-18 mths	\$1178.40	\$29.46	\$1219.60	\$30.49	\$1250.00	\$31.25
	19-24 mths	\$1218.40	\$30.46	\$1261.20	\$31.53	\$1292.80	\$32.32
	25-30 mths	\$1259.60	\$31.49	\$1303.60	\$32.59	\$1336.00	\$33.40
	31 & over	\$1370.00	\$34.25	\$1418.00	\$35.45	\$1453.60	\$36.34
Learning Coordinator	0-6 mths	\$1095.60	\$27.39	\$1134.00	\$28.35	\$1162.40	\$29.06
	7-12 mths	\$1136.80	\$28.42	\$1176.40	\$29.41	\$1206.00	\$30.15
	13-18 mths	\$1178.40	\$29.46	\$1219.60	\$30.49	\$1250.00	\$31.25
	19-24 mths	\$1218.40	\$30.46	\$1261.20	\$31.53	\$1292.80	\$32.32
	25-30 mths	\$1259.60	\$31.49	\$1303.60	\$32.59	\$1336.00	\$33.40
	31 & over	\$1370.00	\$34.25	\$1418.00	\$35.45	\$1453.60	\$36.34
Senior Service Attendant	0-6 mths	\$1014.80	\$25.37	\$1050.40	\$26.26	\$1096.80	\$27.42
	7-12 mths	\$1052.40	\$26.31	\$1089.20	\$27.23	\$1136.40	\$28.41
	13-18 mths	\$1089.20	\$27.23	\$1127.20	\$28.18	\$1175.20	\$29.38
	19-24 mths	\$1126.80	\$28.17	\$1166.40	\$29.16	\$1215.60	\$30.39
	25-30 mths	\$1164.00	\$29.10	\$1204.80	\$30.12	\$1254.80	\$31.37
	31 & over	\$1263.60	\$31.59	\$1308.00	\$32.70	\$1360.80	\$34.02

APPENDIX 13
LETTER CONCERNING THE APPLICATION OF NEW PAY STRUCTURES

July 30, 1987

Our File: 25-8315-1

Mr. T. McGrath
National Vice-President
C.B.R.T. & G.W.
2300 Carling Avenue
Ottawa, Ontario
K2B 7G1

Dear Mr. McGrath:

This refers to our discussion on July 30 about the application of the new pay structures in both Collective Agreement No. 1 and No. 2.

The settlement documents contain a "Note 1" indicating:

- If an employee is currently entitled to a rate of pay higher than his service/experience would entitle him to receive under the new.

The settlement documents also contain a "Note 2" which provides:

- Notwithstanding Note 1 above, employees who established seniority before January 1, 1987, will be entitled to step rate increases up to and including July 9, 1987 under former pay structures.

This will confirm our understanding that the words "currently entitled" in Note 1 are intended to mean the date of July 9, 1987. Given this common understanding, if an employee in Agreement No. 2 had at least 18 months' service on July 9, 1987, he would thereafter be entitled to the full rate of pay for a given classification to which he may be subsequently assigned even though the new wage structure reflected in Article 5.2 may indicate that he would have to have 79 weeks of service before being entitled to the full job rate.

Similarly, a clerical employee in Collective Agreement No. 1 who had 36 weeks' service on July 9, 1987, would thereafter be qualified for the full rate of pay of the clerical classification to which he may be subsequently assigned even though the new wage structure indicates that clerical employees must have at least 157 weeks' service to qualify for the job rate.

If the foregoing clearly reflects our understanding, would you please so indicate by signing below.

Yours truly,

(Signed A.D. Andrew)

A.D. Andrew
Director, Labour Relations

I concur:

(Signed T. McGrath)

T. McGrath

c.c. Messrs. A. Cerilli
G. Côté
A. Craig
G. Murray
T. Stol

APPENDIX 14
LETTER OF UNDERSTANDING / EMPLOYEES OPTION
RE: PRE-RETIREMENT VACATION

April 20, 1989

Mr. T. McGrath
National Vice-President,
Canadian Brotherhood of Railway
Transport and General Workers
2300 Carling Avenue
Ottawa, Ontario
K2B 7G1

Dear Mr. McGrath:

This will confirm our understanding pursuant to the Memorandum of Settlement signed April 20, 1989, that upon normal retirement, employees will be given an option to continue working until the last day prior to their retirement. They may receive a lump sum in lieu of pre-retirement vacation, which will not be included in earnings for the purpose of calculating pensionable earnings for the VIA Pension Plan for scheduled employees.

If the foregoing clearly reflects our understanding, would you please so indicate by signing below.

Yours truly,

(Signed A.D. Andrew)
A.D. Andrew
Director, Labour Relations

I concur:

(Signed T. McGrath)
T. McGrath

APPENDIX 15
LETTER OF UNDERSTANDING / RE: VACATION AWARDED AS
PER ARTICLE 9.20

April 20, 1989

Mr. T. McGrath
National Vice-President,
Canadian Brotherhood of Railway
Transport and General Workers
2300 Carling Avenue
Ottawa, Ontario
K2B 7G1

Dear Mr. McGrath:

This will confirm our understanding with respect to employees who may be unable to apply for vacation prior to February 1st, as specified in Article 9.20 due to bona fide illness or authorized leave of absence.

It is understood that the Corporation will make available a space for one such employee to be added to each vacation period established by the Corporation. Such space will be made available in seniority order should more than one employee return to work on the same date.

If the foregoing clearly reflects our understanding, would you please so indicate by signing below.

Yours truly,

(Signed A.D. Andrew)

A.D. Andrew
Director, Labour Relations

I concur:

(Signed T. McGrath)

T. McGrath

APPENDIX 16
LETTER CONCERNING AVAILABILITY OF ROOMS AT CORPORATION
SUPPLIED LODGING FACILITIES

May 21, 1992

Mr. T.N. Stol
National Vice-President
C.B.R.T. & G.W.
2300 Carling Avenue
Ottawa, Ontario
K2B 7G1

Dear Mr. Stol:

During the negotiations for the renewal of Collective Agreement No. 2, the Brotherhood raised its concerns regarding problems experienced by employees who had to wait for their rooms to become available at Corporation-supplied lodging facilities, especially Maritime crews arriving at Montreal. There were also concerns raised concerning broken televisions and inadequate air conditioning.

This letter will confirm our understanding that the Corporation will follow-up on all specific complaints received from employees with regards to their lodging facilities and that the Corporation will take appropriate action to ensure that the lodging contracts are respected by the suppliers.

As a result of this commitment, the Brotherhood agreed to withdraw its demands concerning the above.

If this reflects our understanding, would you please indicate your concurrence by signing below.

Yours truly,

(signed C.C. Muggeridge)
C.C. Muggeridge
Department Director,
Labour Relations

I agree:

(signed T.N. Stol)
T.N. Stol
National Vice-President

APPENDIX 17
LETTER CONCERNING AVAILABILITY OF STATIONERY SUPPLIES
AND POCKET CALCULATORS FOR USE BY ON-TRAIN EMPLOYEES

May 21, 1992

Mr. T.N. Stol
National Vice-President
C.B.R.T. & G.W.
2300 Carling Avenue
Ottawa, Ontario
K2B 7G1

Dear Mr. Stol:

During the negotiations for the renewal of Collective Agreement No. 2, the Brotherhood raised its concerns regarding the availability of stationery supplies and pocket calculators for use by On-Train Services employees, on-board.

This letter will confirm the Corporation's commitment to ensure that those stationery supplies required will be made available to employees at their reporting office. If employees handling revenues desire pocket calculators, same will be provided, however, the employee may be required to sign to acknowledge receipt of the calculator and agree to accept responsibility for its care and safe keeping.

As a result of this commitment, the Brotherhood agreed to withdraw its demand concerning the above.

If this reflects our understanding, would you please indicate your concurrence by signing below.

Yours truly,

(signed C.C. Muggeridge)

C.C. Muggeridge
Department Director,
Labour Relations

I agree:

(signed T.N. Stol)

T.N. Stol
National Vice-President

APPENDIX 18
LETTER CONCERNING EMPLOYEES WHO ARE DECLARED TO BE
UNFIT TO PERFORM THEIR REGULAR DUTIES BY REASON OF
PREGNANCY

May 21, 1992

Mr. T.N. Stol
National Vice-President
C.B.R.T. & G.W.
2300 Carling Avenue
Ottawa, Ontario
K2B 7G1

Dear Mr. Stol:

This will confirm our understanding concerning employees of Collective Agreement No. 2 who are declared to be medically unfit to perform their regular duties for the duration of their pregnancy, by reason of pregnancy.

The Corporation agrees to permit these employees to claim unfilled vacancies in Collective Agreement No. 1 for which they are qualified or qualifiable within a short period of time. The Corporation agrees to consider these employees for training to claim said unfilled vacancies, provided that said training can be provided without unreasonable additional expenses to the Corporation.

The proper officer of the Corporation and the Local Chairperson of Collective Agreement No. 1 and Collective Agreement No. 2 may enter in a local agreement should an employee desire to exercise the above noted option.

The employees so permitted to claim work in the other Agreement shall be paid the appropriate rate, as specified in Collective Agreement No. 1. Their seniority while working If the foregoing reflects our understanding, would you kindly so indicate by signing below.

Yours truly,

(signed C.C. Muggeridge)

C.C. Muggeridge
Department Director, Labour Relations

I agree:

(signed T.N. Stol)

T.N. Stol
National Vice-President

APPENDIX 19
LETTER CONCERNING RECORDING OF TELEPHONE CALL FROM
THE O.T.S.OFFICES

May 21, 1992

Mr. T.N. Stol
National Vice-President
C.B.R.T. & G.W.
2300 Carling Avenue
Ottawa, Ontario
K2B 7G1

SUBJECT: Recording of telephone calls from O.T.S. office

Dear Mr. Stol:

This will confirm our agreement that the Corporation will record all calls made from its O.T.S. offices to employees and those tapes of those calls will be retained for a period of one year.

Yours truly,

(signed C.C. Muggeridge)

C.C. Muggeridge
Department Director,
Labour Relations

I agree:

(signed T.N. Stol)

T.N. Stol
National Vice-President CBRT & GW

APPENDIX 20

LETTER OF UNDERSTANDING

BETWEEN

**VIA RAIL CANADA INC
(hereby called “The Corporation”)**

AND

**UNIFOR, National Council 4000
(hereby called “The Union”)**

SUBJECT: Educational Leave (collective agreement 2)

WHEREAS the collective agreement which is currently being negotiated is of short duration.

WHEREAS in order to maintain the dialogue between the Corporation and the Union and to work collaboratively to discuss the terms of the future collective agreement and issues arising throughout the term of the current collective agreement.

WHEREAS in the years to come, The Corporation will be subject to many new initiatives that and it will serve in the best interests of both parties to hold open and frank discussions.

The Parties Agree to The Following:

- 1) Based on operational requirements, leave of absence for educational purposes may be granted to employees after they have completed 12 months of cumulative compensated service.
- 2) Employees requesting educational leave will not be entitled to take vacation during the calendar year preceding the leave and must submit their request for leave prior to the closing period for the vacation bids.

- 3) Vacation pay will be paid out at the commencement of the leave period.
- 4) Employees granted an educational leave must commit to being available for relief work during school breaks. Failure to fulfill the obligation to relief work will result in the leave being cancelled.
- 5) Any vacancy created by the education leave will not be re-bulletined under article 12.
- 6) Employees who return to the service between school terms, or prior to terminating the educational course for which leave of absence has been granted, will not be permitted to exercise their seniority to displace and will be required to bid for an open position which they are qualified for or revert to the spareboard until they can obtain an assignment.
- 7) The designated National or Regional Representative of the Union will be informed when such leaves are granted.



Dave Kissack
President, Unifor Council 4000



Karine Chapados
Specialist Advisor,
Employee Relations, VIA Rail

APPENDIX 21

LETTER OF UNDERSTANDING

BETWEEN

**VIA RAIL CANADA INC
(hereby called "The Corporation")**

AND

**UNIFOR, National Council 4000
(hereby called "The Union")**

SUBJECT: Ongoing Labour Relations Committee

WHEREAS the collective agreement which is currently being negotiated is of short duration.

WHEREAS in order to maintain the dialogue between the Corporation and the Union and to work collaboratively to discuss the terms of the future collective agreement and issues arising throughout the term of the current collective agreement.

WHEREAS in the years to come, the Corporation will be subject to many new initiatives that and it will serve in the best interests of both parties to hold open and frank discussions.

The Parties Agree to The Following

Within thirty (30) days of the ratification of this Collective Agreement, an Ongoing Labour Relations Committee will be created, consisting of four (4) representatives from VIA Rail and four (4) representatives from Unifor, Local 4000. The representatives will be chosen according to the topics discussed.

1. The mandate of this ongoing Labour Relations Committee will be to discuss topics and their potential impact to the bargaining units and collective agreements such as the arrival of the new fleet and any other ongoing issues between the two parties.
2. The ongoing Labour Relations Committee will meet once monthly. When necessary additional dates may be scheduled.
3. The Corporation, and the Union will send a list of topics to be discussed one week before the meeting is held.



Dave Kissack
President, Unifor Council 4000



Karine Chapados
Specialist Advisor, Employee Relations
VIA Rail Canada

APPENDIX 22
MEMORANDUM OF AGREEMENT
REGARDING AVERAGING PROCEDURES
FOR EMPLOYEES EXCLUSIVELY IN CORRIDOR SERVICE

Between: VIA Rail Canada Inc.
(here in after referred to as the “Corporation”)

And

The National Automobile, Aerospace,
Transportation and General Workers
Union of Canada
Council 4000
(here in after referred to as the “Union”)

WHEREAS the parties have agreed to change the averaging procedures for employees exclusively between Quebec City and Windsor (“Corridor Service”).

THEREFORE, in order to change the averaging procedures from an 8 week/320-hour average to a 4 week/160-hour average for employees exclusively in Corridor Service, the parties agree as follows:

1. Article 4 is hereby amended by replacing Articles 4.2, 4.3 and 4.4:

4.2 As the nature of the work performed in On-Board Services operations necessitates irregular distribution of employees, hours of work and days of assignment, the principle of averaging will be in accordance with the following formula:

- (a) Regularly assigned employees shall be paid a basic salary for each two-week period.

Example:

	Hours Credited	Hours Paid
1st 2-week period	70	80
2nd 2-week period	85	80
	155	160
 Guarantee	 5	
	160	
 Adjustment		 Nil

- (b) Hours worked for each consecutive 4-week period will be averaged to determine time worked in excess of the aggregate basic 160 hours and hours in excess of the aggregate shall be paid at time and one-half.

Example:

	Hours Credited	Hours Paid
1st 2-week period	75	80
2nd 2-week period	95	80
	170	160
 Adjustment 10 hours @ 1 1/2		 15*
		175

* Payable 1st pay period after the 4-week period involved.

- (c) Regularly assigned employees who do not complete an assignment for whatever reason (excluding vacation with pay) shall have their guarantee reduced by an amount equal to the ORS hours of the trip, not including layover.
- (d) Pay adjustments will be due and payable on the first pay period after the 4-week pay period involved.
- (e) Spare employees shall be paid for total hours worked in each pay period at pro rata hourly rates.

- (f) Hours worked by spare employees for each designated 4-week period will be totaled. Hours in excess of the total basic hours of 160 for the periods involved will be paid at time and one-half.

Examples:

1.

	Hours Credited	Hours Paid
1st 2-week period	95	95
2nd 2-week period	75	75
	170	170
Basic 4-week hours	160	
		170

Adjustment 10 hours @ 1 1/2 = 15 straight time hours. Previously paid ten (10) hours at straight time rates. Adjustment due five (5) hours at straight time rates.

2.

	Hours Credited	Hours Paid
1st 2-week period	75	75
2nd 2-week period	82	82
	157	157
Basic 4-week hours	160	
Adjustment	Nil	

- 4.3** For the purpose of computing time worked by an employee during a two-week period, time shall be counted from 0001 hours on the first day of the period until midnight of the last day of the same period.
- 4.4** (a) Assigned employees will not be required to perform work on another assignment to make up their guarantee for the basic four-week period.
- (b) Assigned employees who are removed from their assignment to perform other service will be paid not less than the ORS hours of their assignment if they have been prevented from taking out their regular assignment. In such case, all hours worked in excess of the trip missed on their assignment will be paid over and above their guarantee and included in the accumulation of hours under Article 4.2(b). If work is performed entirely during layover, except as referred to in Article 4.27, they shall be credited with actual time worked and such time will be paid

over and above guarantee and included in the accumulation of hours under Article 4.2(b).

2. The changes to the averaging procedure for Corridor Service will be implemented on August 31st, 2001.

Signed at Montreal, this 29th day of June 2001.

FOR THE CORPORATION

FOR THE UNION

(signed by Edward J. Houlihan)

(signed by W. Coolen)

APPENDIX 23
LETTER CONCERNING APPLICATION OF ARTICLE 4.2(C) FOR
EMPLOYEES EXCLUSIVELY IN CORRIDOR SERVICE

201 Ash Avenue
Montreal, Quebec
H3K 3K2

201, avenue Ash
Montréal (Québec)
H3K 3K2

Labour Relations
Operations

Relations du Travail
Exploitation

June 29, 2001

Mr. Doug Olshewski
National Representative
CAW/TCA Canada

Dear Sir:

In the Memorandum of Agreement regarding averaging for Corridor Service dated June 29, 2001, Article 4.2(c) has been amended.

In the application of this Article, it is understood that if an employee completes part of an assignment, their guarantee will only be reduced by an amount equal to the portion of the ORS hours of the trip missed, not including layover.

Yours truly,

(signed by Bannon E. Woods)
Bannon E. Woods
Director, Labour Relations

APPENDIX 24
LETTER CONCERNING THE APPLICATION OF ARTICLE 11.6

July 19, 2007

Mr. D. Olszewski
National Representative CAW-Canada
1376 Grant Ave.
Winnipeg, Manitoba
R3M 3Y4

Dear Mr. Olszewski,

SUBJECT: Application of Article 11.9 of Collective Agreement No. 1 and Article 11.6 of
Collective Agreement No. 2

The issue was raised in negotiations regarding the manner in which we administer employees promoted to excepted positions.

The problems arise when promoted employees remain staffed on unionized positions while performing management duties. As their status is not changed in VIP, there is no trigger to stop the payment of union dues or to start the 12-month clock to freeze seniority.

To resolve the matter, the Corporation has agreed to ensure that employees who are promoted are staffed accordingly. A copy of the staff form should be forwarded to the Regional Representative. Also, the designated union officer shall be provided with a quarterly report by e-mail of employees who are promoted to a permanent or temporary position with the information available by region, province and by collective agreement.

Thank you for your cooperation in this matter.

Yours truly,

(signed by E.J. Houlihan)
Edward J. Houlihan
Director, Labour Relations

APPENDIX 25
LETTER CONCERNING
THE REST AT THE AWAY FROM HOME TERMINAL FOR CREWS
BASED IN WESTERN CANADA

June 26, 2010

Mr. Bob Fitzgerald
National Representative CAW-Canada
65 Front St. West, Room 290
Toronto Ontario
M5J 1E6

Dear Mr. Fitzgerald,

This letter is based on our discussions regarding rest at the away-from-home terminal for crews based in Western Canada. The purpose of this agreement is to establish a process to qualify Toronto based employees to protect service on Trains 1 and 2 when, due to late trains, Western crews will not receive their scheduled rest.

During our discussions it was agreed as follows:

1. Within 90 days following of the ratification of the Collective Agreement the Corporation will begin training Toronto Spare Board crews on Silver and Blue service with the exception of Chef and Cook. This training will be for the purpose of standby and/or crew augmentation; or, for replacement when crews on Trains 1 or 2 choose not to return on their assignment pursuant to Article 4.22 (b). The training will take place by classification in seniority order. If additional employees are required, they will be selected and trained in accordance with Article 16
2. On the Winnipeg to Toronto run, the time of Train No. 2 at Capreol will determine the following steps to provide rest for the crew:
3. If Train No. 2 is four but less than six hours late at Capreol:
 - (a) Toronto Stand-by employees will be called to prepare the outgoing Train No. 1.
 - (b) The Winnipeg Crew will report to Union Station rather than the Toronto Maintenance Center.

- (c) Crew reporting times will be given to the Service Manager who will advise the Hotel to call the crew for the adjusted reporting times.
4. If Train No. 2 is six or more hours late at Capreol:
- (a) Toronto Stand-by employees will be called to prepare the outgoing Train No. 1.
 - (b) The Winnipeg Crew will report to Union Station rather than the Toronto Maintenance Center.
 - (c) Crew reporting times will be given to the Service Manager who will advise the Hotel to call the crew for the adjusted reporting times.
 - (d) A continental breakfast will be served by the Toronto Standbys.
5. If crews remain on-board following arrival in Toronto, Toronto standbys will be called to prepare the train.
6. Upon completion of their standby duties, unless needed to replace or augment Train #1, the Toronto standby shall keep their place on the Toronto spare board but will not be required to accept another trip on the same day.
7. The Corporation will endeavour to fly employees, including Chefs and Cooks, from Winnipeg to replace crews who choose not to return on their assignment pursuant to Article 4.22 (b) if sufficient qualified employees are not available at Toronto.

NOTE: Nothing in this letter shall be construed to prevent employees from choosing not to return on their assignment under the provisions of Article 4.22 (b).

If this letter reflects our discussions, please sign where indicated.

Yours truly,

I concur,

E.J. Houlihan
Director, Labour Relations

Bob Fitzgerald
National Representative

APPENDIX 26
LETTER CONCERNING ASSESSMENT OF DISCIPLINE FOR MINOR
OFFENCES WITHOUT THE NECESSITY OF HOLDING AN
INVESTIGATION

During the negotiations of the Memorandum of Settlement for Collective Agreement No. 2, we discussed the Corporation's proposal to provide for the assessment of discipline for minor offences without the necessity of holding an investigation.

1. An employee who has completed his probationary period, who is alleged to have committed a minor offence, will not be assessed discipline without having been counselled by a Supervisor in the presence of the Local Chairperson or his authorized Committee-person or a designated employee.
2. Minor discipline may be assessed immediately upon completion of the counselling, if deemed necessary. Such discipline may range from a verbal caution, a written reprimand, or up to a maximum of Ten (10) demerit marks, and will be communicated to the employee in writing with a copy to the Local Chairperson.
3. Decisions following hearings may be rendered within 21 calendar days from the date of hearing, subject to appeal if considered unjust.
4. The Corporation will inform its supervisors of the intent of this approach and will monitor its use over the period of this agreement, to ensure that range of disciplinary action is utilized in a manner consistent with the nature of the offence.
5. Should a disciplinary action for an alleged offence be contemplated for an employee whose discipline record stands at twenty (20) demerit marks or more, an investigation must be held pursuant to Article 24.

Dated in Montreal this 21 day of July 2007

FOR THE CORPORATION

FOR THE UNION

(signed by E.J. Houlihan)
Edward J Houlihan
Director, Labour Relations

(signed by D. Olshewski)
Doug Olshewski
CAW National Representative

APPENDIX 27
LETTER CONCERNING
NON-SMOKING ROOMS

July 19, 2007

Mr. D. Olshewski
National Representative
CAW / TCA Canada
1376 Grant Ave.
Winnipeg, Manitoba
R3M 3Y4

Gentlemen:

SUBJECT: New Article Regarding Non-Smoking Rooms for
 Collective Agreement No. 2 employees

The issue was raised in negotiations regarding Non-Smoking Rooms.

To resolve the matter, the Corporation understands that many employees prefer a non-smoking room while staying in the crew hotel at the away-from-home terminal. While we cannot guarantee room selection, every effort will be made to ensure that those who wish a non-smoking room at the crew hotel will receive the room of their choice.

Thank you for your cooperation in this matter.

Yours truly,

(signed by E.J. Houlihan)
Edward J. Houlihan
Director, Labour Relations

APPENDIX 28 - REMOVED
Intentionally left blank by parties

APPENDIX 29
LETTER CONCERNING
RECOGNITION PROGRAM

June 23, 2010

Mr. Bob Fitzgerald
National Representative CAW-Canada
65 Front St. West, Room 290
Toronto Ontario
M5J 1E6

Dear Mr. Fitzgerald,

The Corporation and the Union recognize VIA's future is dependent on continuous growth in ridership and revenue.

The Union is recognized as the sole bargaining agent with respect to working conditions in accordance with Article 2.1 of the Collective Agreement.

Prior to implementation of any performance recognition programs designed to grow ridership or revenue the Corporation will consult with the designated Union Representative regarding the program to ensure that they are in keeping with the recognition and rights of the Union.

Recognition programs will be the subject of a mutual agreement between the proper officer of the Corporation and the designated National or Regional Representative of the Union.

Yours truly,

I concur,

E.J. Houlihan
Director, Labour Relations

Bob Fitzgerald
National Representative

APPENDIX 30
LETTER CONCERNING
GENERAL BID FOR THE WESTERN REGION

Following discussions, the Corporation and the Union agree that the process for the General Bid, for the Western region, will be as follows:

Permanent assignments (Article 12.1) and Temporary assignments (Article 12.3), based on operational requirements, will be posted jointly on the General bid for the Western region.

It is understood that employees awarded temporary positions on the General bid may displace permanent regular assignments at the expiration of their temporary assignments or choose to operate from the Spare board.

It is also understood that although these temporary assignments are posted on the General bid with permanent assignments, they are not to be construed as a permanent assignment. As such they will not be subject to an Article 8 Notice under the terms of the Supplemental Agreement following their expiration.

In the case of an Article 8 Notice, all employees awarded permanent or temporary positions on the General bid, will be canvassed in seniority order to establish entitlement under the Supplemental Agreement.

Yours truly,

I concur,

E.J. Houlihan
Director, Labour Relations

Bob Fitzgerald
National Representative

APPENDIX 31
LETTER CONCERNING
RECOGNITION OF CHEFS AS A SKILLED TRADES

June 26, 2010

Mr. Bob Fitzgerald
National Representative CAW-Canada
65 Front St. West, Room 290
Toronto Ontario
M5J 1E6

Dear Mr. Fitzgerald,

VIA Western Chefs who hold a recognized Certification of Qualification and Red Seal Interprovincial Standard in the trade of Chef will be recognized by the Corporation as a Skilled Trade Chef.

In addition, employees who currently hold the qualification of Chef with the Corporation and can demonstrate a cumulative of eight years' service in the position of Chef, will be recognized as a Skilled Trade Chef.

The Corporation agrees to recognize Western Chefs who meet the above requirements as a Skilled Trade as long as:

- it does not interfere with the Corporation's business;
- it does not put the Corporation to additional expense;
- there is no Apprenticeship program based on this designation.

This in no way will impact the continued practice of hiring Chefs from a recognized institute who hold a Certification of Qualification and Red Seal Interprovincial Standard.

The recognition of Western Chefs as a Skilled Trade is for the sole purpose of allowing those employees access to Trade Union opportunities.

The Corporation agrees to deduct one-half hour dues once per year from the pay of each such employees and all sums deducted shall be remitted to the CAW-TCA Skilled Trades Council.

Yours truly,

I concur,

E.J. Houlihan
Director, Labour Relations

Bob Fitzgerald
National Representative

APPENDIX 32
LETTER OF UNDERSTANDING
SEATS 1 AND 2

Mr. Bob Fitzgerald
National Representative CAW-TCA Canada
205 Placer Court
Toronto, Ont.
M2H 3H9

June 12, 2013

Dear Sir;

This letter is based on our continuing discussions regarding seating for On-Train employees working on Corridor trains. The following is a balancing of the need for employee rest and the delivery of our product and service to our customers.

In Business Class, two seats as set out in the diagrams attached will be manually assigned to a customer only if all other seats are sold in the car, even if the customer specifically requests one of those seats. If two customers book seats together and the two reserved seats are the last pair of seats together, VIAnet will assign these seats and they will be sold to the customers.

In the event that Business Class is sold out, the Service Manager will be able to protect the first two seats available in the adjoining Economy Class car using reserved signs.

In Economy Class, one seat as shown in the attached diagrams will be the last seat sold to a customer.

On trains where there are jump seats available for use by On-Train Employees, the protection of seats as outlined above will not apply.

Yours Truly

Edward J. Houlihan
Director Employee Relations

APPENDIX 33
LETTER OF AGREEMENT HALIFAX SCHEDULES

June 12, 2013

Mr. Bob Fitzgerald
National Representative CAW-Canada
205 Placer Court
Toronto, Ontario
M2H 3H9

Dear Mr. Fitzgerald,

This letter is based on our discussions regarding the Halifax schedules for crews based in Halifax and Moncton.

The purpose of this agreement is to establish a process to allow employees assigned to Trains15/14 on a (5/2) assignment to have 1 week off every 8 weeks.

During our discussions it was agreed as follows:

1. This applies for the base crew working on a year-round basis only.
2. Each crew working on Trains15/14 on a (5/2) assignment will have one (1) trip off within each eight (08) week Pay Period.
3. Each Halifax and Moncton crew of 8 employees will work up to 40hrs while on lay-over in Montreal during the 8 week Pay Period.
4. Employees will be paid at the rate of the position worked in the Corridor. Service Manager training will take place as soon as practicable to ensure the Service Managers will be assigned in corridor service.
5. The trips' requirements while on lay-over in Montreal will be as follows:
 - a) For employees from Halifax terminal, (a total of six (6)), they may complete their hours on outgoing late afternoon trains on the day of arrival of train 15, the full lay-over day and the morning of departure of train14 in accordance with established ORS.
 - b) For Employees from Moncton terminal (a total of two (2)), they may complete their hours on outgoing late afternoon trains on the day of arrival of train 15 and the full lay-over day in accordance with established ORS.

6. One (1) Montreal based employee will work on an assignment on each of the 3 Halifax crews as SSA Lead.
7. All General Bids will be aligned for the same date (Halifax, Montreal, and Toronto). This agreement will take effect on the first General Bid affecting the terminals no later than the last Sunday in May 2014.
8. Following the first aligned General Bid, a reduction in the number of assignments in Montreal and/or Toronto will not trigger Articles 8 Notices unless related to another operational change.
9. With the transfer of assignments from Halifax to Montreal, the Supplemental Agreement will be applied. There will be up to two (2) E.S. options offered to the terminal.
10. This agreement may be cancelled by either party upon 90 days' written notice. Those who have received ES option A or B will not have to return.
11. Spare employees assigned to relieve the regular crews on trains 15/14 will be paid the ORS of the trip for the period they are required to relieve regularly assigned employees. On a without precedent or prejudice spare board employees Article 4.18 will not apply when relieving a regular assigned employee.
12. In the event of a cancellation notice by either party:
 - a) Trips covered by the Halifax employees in the Corridor will revert to Montreal and/or Toronto Terminals.
 - b) Halifax SSA Lead Positions will revert back to Halifax.
 - c) In the event the Union cancels the agreement, and an additional bid is required, the terms of the collective agreement will apply with no additional cost to the Organization.

If this letter reflects our discussions, please sign where indicated.

Yours truly,

I concur,

E.J. Houlihan
Director, Employee Relations

Bob Fitzgerald
National Representative

APPENDIX 34
LETTER CONCERNING
SERVICE MANAGER PROMOTION CORRIDOR

During the negotiations of the Memorandum of Settlement for Collective Agreement No. 2, we discussed the Corporation's proposal to amend Article 7.8.

For the period from June 15 to September 15, when it is known that there are fewer available Service Manager (SM) qualified employees on the spare board than the number of SM assignments to be covered during calling hours, qualified SM within the outgoing crew will be promoted in the following order:

- 1) Qualified SMs in a lock-in period
- 2) Qualified SMs who volunteer to be promoted
- 3) Other qualified SMs in the outgoing train, senior may junior must.

When the number of positions to be filled becomes equal to the number of qualified SM's available on the spare board the vacant positions will be filled as follows:

- 4) By qualified SM's from the spare board
- 5) By employees qualified as SM in accordance with 7.8 calling procedures

Regional Representative and Local Chair to be given a monthly list of all employees used under this agreement with dates and train numbers.

The Corporation will inform its supervisors of the intent of this approach and will monitor its use to ensure that the procedure is used as agreed.

This agreement is subject to the grievance procedure.

This amendment will be maintained for the life of this Collective Agreement and will be subject to renewal upon both parties' agreement.

APPENDIX 35
MEMORANDUM OF AGREEMENT-
VACATION RELIEF

Purpose

The Union and the Corporation have jointly developed a vacation relief agreement to allow employees access to higher rated positions by relieving regular assigned employees on vacation during the summer.

1. Duration

Vacation relief assignments will be created by the Corporation in consultation with the Union. A vacation relief assignment will be for a maximum duration of 12 weeks during the summer period. If practicable this will begin for the summer of 2013.

2. Application Process

Vacation relief assignments will not to be included in the General Bid. They will be bulletined as temporary vacancies in accordance with article 12.3 following the completion of the General Bid.

Temporary vacation relief vacancies posted will be limited to the positions of Service Manager and Service Coordinator.

3. Rate of pay

These temporary vacation relief assignments may have multiple positions (SM and/or SC) to relieve for the duration of that assignment.

Employees will be paid based on the actual rate of pay based on the ORS worked for each position during the vacation relief assignment.

4. Eligibility

To be eligible, qualified regular assigned and spare board employees must apply for a higher rated position than the current level held by the employee. Lateral movements will not be permitted. Vacancies created by regular assigned employees bidding on these vacation relief assignments will not be re-bulletined.

5. Lay-over days while on a vacation relief assignment

The lay-over rest days of the vacation relief assignments may vary as the employee may be relieving more than one vacancy during the same assignment.

In accordance with Article 4.13, employees shall be allowed a minimum of 8 calendar days' layover at their home terminal for each designated four-week period.

6. Application process

Regular assigned employees may choose to pick up their vacation relief assignment during layover.

An employee may book off their next regular assignment in order to be able to pick up their new vacation relief assignment; however, they are subject to losing guaranteed hours, in accordance with the Collective Agreement

A regular assigned employee bidding a vacation relief assignment will be covered by guarantee as of first trip worked on the vacation relief assignment and until the last trip worked including the scheduled lay-over days for the assignment, in accordance with Article 4.26 (a).

Spare board employees may book rest *in accordance with the Collective Agreement* following the completion of the vacation relief assignment.

7. Vacation

Employees will not be permitted to take vacation while working on vacation relief assignments. Employees with scheduled vacation may voluntarily elect to cancel their vacation to allow bidding of vacation relief assignments. Cancelled vacations will be rescheduled based on availability and operational requirements.

8. Displacements

An employee may not be displaced or claim another position while holding a vacation relief assignment.

In the event the regular assigned employee whose vacation period is bulletined as part of a vacation relief assignment is displaced prior to commencement of his vacation, the Corporation will re-evaluate the need for vacation relief coverage.

Following re-evaluation, due to change of vacation relief scheduled assignment, should the Corporation wish to maintain the vacation relief assignment, the regularly assigned employee may elect to remain on the vacation relief assignment or elect to return to their regular assignment.

The Corporation may cancel a vacation relief assignment if the Corporation deems it is necessary due to changes in the regular assigned employees' vacation.

In the event a regular assigned employee holding a vacation relief assignment is displaced from his regular assignment, he will be permitted to remain on the vacation relief assignment until its completion. The assigned employee will exercise his seniority as per the Collective Agreement upon completion of his vacation relief job.

9. General

In the event the regular assigned employee whose vacation period is bulletined as part of a vacation relief assignment is no longer on vacation but is absent due to illness or injury, the Corporation may allow the vacation relief assignment to cover the assignment as scheduled.

10. Eligibility for Overtime

An employee holding a vacation relief assignment is eligible for overtime work in accordance with Collective Agreement.

11. Cancellation clause

This Agreement will be in force for the life of the Collective Agreement subject to annual review. The parties will meet in November to decide if they wish to renew the agreement for the following year, in accordance with Article 9.23 of Collective Agreement #2.

APPENDIX 36 JOB SHARING

Purpose

The Union and the Corporation jointly developed a job-sharing arrangement to allow employees to temporarily share a position or assignment that better meets their particular needs without changing their permanent status with the Corporation.

1. Eligibility

To be eligible to enter into a job-sharing arrangement, both the “Host” person whose job will be shared and the “Guest”, the one sharing the position, must hold full time assignments. The Guest must be an active employee and qualified on the job to be shared. Neither Host nor Guest can be subject to a lock-in as a result of training or subject to the obligations of Maintenance of Basic Rates (MBR), although they can waive their rights to MBR if they wish. The Host and/or Guest will be advised in writing of the consequences of waiving their rights.

2. Duration of Job-Sharing Arrangement

A job-sharing arrangement will be for six calendar months. The Host and/or Guest may terminate the arrangement earlier upon 30 calendar days’ notice in writing. At the end of the six-month period or until the next general bid, the Host and Guest may apply for an extension of the job-sharing arrangement. If they are selected, they will have a further 6 calendar months or until next general bid. There can be no further extensions of the job-sharing arrangement after one year to the same Host and Guest unless the maximum amount of job-sharing positions allowable in that region has not been maintained.

3. Application Process

For Collective Agreement, No. 1 and No. 2, a total of 2 job sharing opportunities will be distributed as follow, for a total of 8 opportunities:

- 2 opportunities for the Eastern region (Halifax – Moncton)
- 2 opportunities for Corridor East
- 2 opportunities for Central region
- 2 opportunities for the Western region

*This may be readjusted based on operational needs.

If any job-sharing opportunities are not used in a region, the number of opportunities may be increased by a corresponding number in other regions if they have additional demand. If accepted for a job-sharing arrangement, the Guest’s permanent position

will be posted for bid in accordance with Article 12.1 (long term temporary position or 12.6) under Agreement #1 and Article 12.3 under Agreement #2.

4. Selection process

a) Individual employees at their work location will be responsible for finding their own partners to job share.

b) Applications received will be considered, based on seniority, seniority of the host governing.

c) Applications will be considered by date of application.

5. Review of Job Hours

In the event there is a job-sharing arrangement for a position under Agreement #1, the Corporation may offer the Host and the Guest a new distribution of work hours as long as it better meets operational needs and agreed by both the Host and the Guest.

The change of hours agreed will not result in changes to current schedules or positions. If agreed, the hours of work would be changed for the duration of the job-sharing arrangement only, on a without prejudice or precedent basis. The hours of work for the Host position would revert to the original hours of work at the end of the job-sharing arrangement.

6. Rules for Job Sharing

a) The hours of the assignment or position will be shared as equally as possible with no more than one week between days of work for Agreement #1 and Agreement #2 Corridor, two weeks for Agreement #2, Long hauls and Remotes.

b) Both the Host and Guest must maintain an attendance rate of not less than 95% in any continuous 3-month period. Workers Compensation and STD will not be included in the 95% rate.

c) Both Guest and Host will continue the benefit coverage they enjoyed prior to job sharing, either single or family coverage, for the duration of the job-sharing arrangement.

d) Neither Guest nor Host may take promotional training or other training requiring a lock-in while in a job-sharing arrangement.

e) The employees will be permitted to declare for work (including "Standby") on their layover period, however they will only be paid overtime after an accumulation of 160 hours in a four (4) week period Corridor (320 long haul). (The work accepted must be able to be completed during the layover period).

If the Guest is displaced from their permanent position upon completion of the job-sharing agreement, they can exercise seniority in accordance with the Collective Agreement.

If the Host or Guest position is abolished while in a job-sharing agreement, the agreement will be terminated on the date of abolishment.

i) For Agreement #2 employees, the guarantee payment available for the assignment will be divided as equally as possible between the Host and the Guest.

j) The possibility of Host having a "Job Share" covered by the spareboard may be authorized under special circumstances established by the corporation in the event a Guest is not available.

7. Cancellation of Job-Sharing Arrangement

The Guest, Host, Union or Corporation may cancel the any specific job-sharing arrangement at any time upon 30 days' written notice.

However, if any of the following events occur, the job-sharing arrangement will may be cancelled automatically with 30 days to return to their original assignments:

a) Failure of either Guest or Host to maintain and attendance rate of 95% or greater in any continuous 3-month period.

b) The Host is displaced from his/her permanent position.

c) If either Guest or Host are absent or will be absent due to illness for more than 30 calendar days.

d) If either the Guest or Host are injured and in receipt of Worker's Compensation Benefits for 15 calendar days or more.

8. Duration

The job-sharing agreement will commence January 1, 2020. The agreement will be in force for the life of the collective agreement.

9. Statutory Holiday Pay

If both the Host and the Guest are on the scheduled layover days of the assignment during a statutory holiday, they will both be paid 4 hours holiday pay.

If one of the two (2) employees works on a statutory holiday, only that employee will receive the corresponding eight (8) hour holiday pay.



Dave Kissack
President, Unifor Council 4000



Karine Chapados
Specialist Advisor, Employee Relations
VIA Rail Canada

APPENDIX 37
CANADIAN ARMED FORCES RESERVES AT VIARAIL

Reservists are members of the Canadian Armed Forces who serve on a part-time basis and hold civilian jobs. Members of the Reserve Force are required to undergo training of up to 15 days annually. They are entitled to an unpaid leave of absence for this period under Article 247.5(1) of the *Canada Labour Code*.

To support the reservists working at VIA Rail and attract members of the Reserve Force to join VIA Rail, we wish to enhance the minimum standards prescribed under the Code for our employees and your members.

The Corporation proposes the following;

- Leave – for military training – payment of top up benefit: 100% of base salary (the difference between the employee's gross salary and the pay received by the Reserve Force) -1 leave per year , a maximum of 15 working days per year;
- Group Insurance – all coverages maintained – (Note: no benefits paid if expenses, claims or disability arise from war or insurrection.)
- Pension Plan – the employee may choose to maintain participation (they must pay his/her contributions)

The Corporation wishes to implement these changes as soon as possible and Council 4000 recognizes the importance of these improvements and agrees to make these changes to the leave provisions for members of the Reserve Force. The parties agree that these provisions will be incorporated into Collective Agreements 1 and 2 upon renewal.

Agreed April 14, 2016

(Signed E.J. Houlihan) _____
E.J. Houlihan
Director, Labour Relations

(Signed Bob Fitzgerald) _____
Bob Fitzgerald
National Representative

APPENDIX 38

PERSONAL LEAVES (in bundles)

PERSONAL LEAVE

Provided an employee has three (3) consecutive months of continuous employment, they will be granted five (5) days of personal leave, including three (3) paid leave days and two (2) unpaid leave days per calendar year. An employee has not completed three months of continuous employment, they will still be entitled to five days of leave without pay.

Employees are entitled this leave as follows:

- treat an injury or illness;
- take care of health obligations for any member of their family or care for them;
- take care of obligations related to the education of any family member under age 18;
- manage any urgent situation that concerns you or a family member;
- attend your citizenship ceremony under the Citizenship Act, or;
- manage any other situation prescribed by regulation.

Leave may be taken in one (1) or more periods, however the Corporation may require that each period be at least one (1) day. Employees may be requested to provide supporting documents concerning the reasons for the leave.



Dave Kissack
President, Unifor Council 4000



Karine Chapados
Specialist Advisor, Employee Relations
VIA Rail Canada

COMPASSIONATE CARE LEAVE

An employee, can take up to twenty-eight (28) weeks of unpaid compassionate care leave within a fifty-two (52) week period to look after a family member as defined in article 29.1 in Collective Agreement 1 and article 27.2 in Collective Agreement 2, who has a serious medical condition with a significant risk of death.

The leave begins during one of the following weeks, whichever occurs first:

- the week the health care practitioner signs the medical certificate;
- the week the health care practitioner examines the gravely ill family member, or;
- the week the family member becomes gravely ill, if the health care practitioner can determine that date (for example, the date of the test results).

The leave ends when:

- the twenty-eight (28) weeks of compassionate care are complete;
- the gravely ill family member dies or no longer requires care or support, or;
- the fifty-two (52) week period expires.

Two (2) or more employees can share compassionate care leave when looking after the same family member. However, the total amount of leave taken by all cannot be more than twenty-eight (28) weeks within the fifty-two (52) week period.

An employee can consecutively take the leave related to critical illness to care for the same person, if eligible. However, they cannot take compassionate care leave if one (1) or more employees are taking the leave related to critical illness in respect of the same person.

The employee must give the Corporation written notice, as soon as possible, advising of the reason(s) for the leave and the intended length of the leave. If the leave taken is more than four (4) weeks and the employee wants to change the length of the leave, they must provide the Corporation with four (4) weeks' notice, unless there is a valid reason why this is not possible.

If requested in writing by The Corporation, the employee must provide a certificate from a health care practitioner within fifteen (15) days of their return to work. This certificate must state that the family member has a serious medical condition and as a result, there was significant risk of death within twenty-six (26) weeks.



Dave Kissack
President, Unifor Council 4000



Karine Chapados
Specialist Advisor, Employee Relations
VIA Rail Canada

CRITICAL ILLNESS LEAVE

An employee who is a family member as defined in article 29.1 in Collective Agreement 1 and article 27.2 in Collective Agreement 2, of a critically ill child or adult, is eligible to take:

- up to thirty-seven (37) weeks of unpaid leave in a fifty-two (52) week period to provide care or support to the child under 18 years of age, and;
- up to seventeen (17) weeks of unpaid leave in a fifty-two (52) week period to provide care or support to the adult.

The leave begins during one of the following weeks, whichever occurs first:

- on the first day of the week the medical certificate is issued or;
- the day from which the health care practitioner certifies that the child or adult is critically ill.

If the child or adult dies while the employee is on leave, the leave ends on the last day of that week.

If two (2) or more children are critically ill, the employee is eligible for separate leaves of thirty-seven (37) weeks with respect to each affected child.

The employee must give the Corporation written notice, as soon as possible, advising of the reason(s) for the leave and the intended length of the leave. If the leave taken is more than four (4) weeks and the employee wants to change the length of the leave, they must provide the Corporation with four (4) weeks' notice, unless there is a valid reason why this is not possible.

The employee must also provide the Corporation with a certificate from a health care practitioner. The certificate must state that the child or adult is critically ill or injured and requires the care or support of one (1) or more of their family members.



Dave Kissack
President, Unifor Council 4000



Karine Chapados
Specialist Advisor, Employee Relations
VIA Rail Canada

DEATH OR DISAPPEARANCE LEAVE

An employee whose child is under 18 years of age and has disappeared or died as a result of a probable crime under the Criminal Code, is eligible to take up to:

- fifty-two (52) weeks of unpaid leave in the case of a missing child, starting on the day the disappearance occurs, and;
- 104 weeks of unpaid leave if the child has died, starting on the day the death occurs

To take this leave, the employee must be the:

legal parent

adoptive parent

a person with whom the child was placed for the purpose of adoption, or

an individual with legal custody or guardianship of the child who has died or disappeared

An employee is not eligible for this leave if they are charged with the crime, or, if it is probable, considering the circumstances, that the child was a party to the crime.

To obtain this leave, the employee must advise the Corporation in writing as soon as possible of the reason(s) for the leave and the planned length of the leave. They must notify the Corporation in writing of any changes in the length of the leave as soon as possible.

If the length of the leave is longer than four (4) weeks, the employee must give the Corporation at least four (4) weeks' notice of any change in length of leave, unless there is a valid reason why this is not possible. If the leave is for a disappeared child who is then found dead, employee can change the type of leave by notifying the Corporation in writing as soon as possible.

The Corporation may request the employee to provide a proof of entitlement to the leave, such as a police report.



Dave Kissack
President, Unifor Council 4000



Karine Chapados
Specialist Advisor, Employee Relations
VIA Rail Canada

LEAVE FOR ABORIGINAL PRACTICES

Provided an Aboriginal employee (Indian, Inuit or Métis) has three (3) consecutive months of continuous employment, they will be granted five (5) unpaid leave days per calendar year to engage in traditional Aboriginal practices including:

- fishing
- hunting
- harvesting
- traditional ceremonies
- all practices prescribed by regulation

The leave may be taken over more than one (1) period, however the Corporation may require that each period be at least one (1) day. Employees may be requested to provide supporting documents concerning the reasons for the leave.



Dave Kissack
President, Unifor Council 4000



Karine Chapados
Specialist Advisor, Employee Relations
VIA Rail Canada

MATERNITY LEAVE

An employee who becomes pregnant shall be entitled to seventeen (17) weeks of maternity leave. They can take this leave any time during the period that:

- begins thirteen (13) weeks before the expected date of birth, and;
- ends seventeen (17) weeks after the actual birth date

The employee must provide their supervisor with a certificate from a health care practitioner confirming that they are pregnant. Written notice at least four (4) weeks before starting the leave is required. This notice must advise of the length of the leave.

If their child was not born during the seventeen (17) weeks of your maternity leave, the maternity leave is extended until the date of the birth.



Dave Kissack
President, Unifor Council 4000



Karine Chapados
Specialist Advisor, Employee Relations
VIA Rail Canada

PARENTAL LEAVE

A natural or adoptive parent is eligible for up to sixty-three (63) weeks of unpaid parental leave. Parents, who both work for the Corporation, may share parental leave in order to access an additional eight (8) weeks of leave. Parents who share the parental leave have access to seventy-one (71) weeks of unpaid parental leave. The employee can take this leave any time during the following:

- within the seventy-eight (78) week period starting the day their child is born, or;
- the day their child comes into their care

The employee must also give the Corporation written notice at least four (4) weeks before starting their leave. This notice must advise the Corporation of the length of the leave.



Dave Kissack
President, Unifor Council 4000



Karine Chapados
Specialist Advisor, Employee Relations
VIA Rail Canada

LEAVE FOR VICTIMS OF FAMILY VIOLENCE

Provided an employee had a continuous employment relationship of three (3) consecutive months with the corporation, they will be granted a maximum of ten (10) days, including five (5) paid leave days and five (5) unpaid leave days per calendar year, to engage in activities related to family violence for themselves or for their child, such as:

- to seek medical attention for themselves or their child in respect of a physical or psychological injury or disability;
- to obtain services from an organization which provides services to victims of family violence;
- to obtain psychological or other professional counselling;
- to relocate temporarily or permanently;
- to seek legal or law enforcement assistance or to prepare for or participate in any civil or criminal legal proceeding, or;
- to take any measure prescribed by regulation.

The leave may be taken over more than one (1) period, however the Corporation may require that each period be at least one (1) day. Employees may be requested to provide supporting documents concerning the reasons for the leave. If the employee has not completed three months of continuous employment, they will still be entitled to ten days of unpaid leave.



Dave Kissack
President, Unifor Council 4000



Karine Chapados
Specialist Advisor, Employee Relations
VIA Rail Canada

APPENDIX 39

ASC relieving SM position

Ms. Karine Chapados
Specialist Advisor, Employee Relations VIA
Rail Canada, Inc.
3 Place Ville-Marie, Suite 500
Montréal, Québec
H3B 2C9

Ms. Chapados:

During the recent round of collective bargaining the Union raised concerns regarding pay rate disparities when on board Assistant Service Coordinators were relieving the Service Manager position. It was the Union's position that when the Service Manager is on their authorized rest period that the Assistant Service Coordinator is fulfilling the duties and responsibilities of the Service Manager and should therefore be appropriately compensated.

The parties therefore have agreed that the Assistant Service Coordinator will be compensated an additional fifty dollars (\$50) per day when relieving the Service Manager on their designated rest period.

This additional rate will not be applicable in instances other than when the Assistant Service Coordinator is relieving the Service Manager on their rest period. To access this daily rate adjustment the Assistant Service Coordinator will be required to submit a rate adjustment which must be confirmed by the Service Manager.



Dave Kissack
President, Unifor Council 4000

APPENDIX 40 PERSONAL DAYS

Ms. Karine Chapados
Specialist Advisor, Employee Relations VIA
Rail Canada, Inc.
3 Place Ville-Marie, Suite 500
Montréal, Québec
H3B 2C9

Ms. Chapados:

During the course of contract negotiations, the union raised concerns over employees who break guarantee as a result of utilizing the new personal day provisions enacted under the amendments to the Canada Labour Code. It was the position of the union that the amendments to the Canada Labour Code were not meant as to deprive employees of wage protections but to rather provide earning protections while on personal leave for limited periods

Moreover, the Union expressed that under such circumstance's employees are removed from guarantee protections and unable to resume guarantee protections until such time as they return to their assignment at the next cycle of operation. Depending on the location that may mean a loss of earnings for upwards of fourteen days.

To mitigate the adverse effects of employees who break guarantee due to personal related absenteeism, the parties agree to the following:

1. Employees who return from personal leave may elect to protect spareboard work until they resume their assignment.
2. Employees may declare which classifications that they wish to protect as per their qualifications.
3. Under such circumstances any work assigned during this period must be able to be completed prior to the regularly scheduled calling period for the employee to resume their next cycle of operation.
4. The parties recognize that there are different working conditions in each region which drive the spare board's operations therefore placement location on spareboard will be determined on a location-by-location basis through local agreement between the unions representative and the local manager and will be consistently applied for the term of a bid period.

5. Consent on placement will not be unreasonably withheld by either party. If the parties cannot agree on placement the matter will be directed to the Senior Manager of Labour Relations and the Regional Representative of the Union for a determination on final and binding placement.
6. Employees who are awarded trips under such circumstances will for all practical purposes be considered as acting as spare or “unassigned employees” while protecting spareboard service and will be bound by all collective agreement provisions related to spareboard employees.
7. Employees operating under such circumstances will be paid for actual hours worked, time spent will not be credited towards guarantee for accumulation of hours. The work done during the layover of the employees will not be paid in overtime.
8. This Agreement will be in force for the life of the Collective Agreement subject to annual review It may be terminated by either party with a 30 days' notice.



Dave Kissack
President, Unifor Council 4000

APPENDIX 41

VIA RAIL INC.

(Herein referred to as the “Corporation”)

AND

UNIFOR, COUNCIL 4000

(Herein referred to as the “Union”)

SUBJECT: Vacation Entitlement Calculations – Application starting January 2023

WHEREAS During the 2021-2022 bargaining sessions, the parties have identified that the calculation for employees’ vacations, or moreover, the triggering point which transitions the employee between vacation entitlement categories under Articles 9.1 through 9.5 of Collective Agreements One and Two, has been applied by utilizing calculations based on Cumulative Compensated Service rather than by Continuous Employment Relationship from service date.

WHEREAS The parties recognize for the sole purpose of vacation calculation, twelve (12) calendar months constitutes one years’ service.

WHEREAS The parties recognize that the standard indicator for movement between vacation entitlement categories is based on the anniversary of the employee’s date of hire (service date).

WHEREAS The parties recognize that the term Continuous Employment Relationship encompasses active service, periods of lay off for determination of vacation allotment, periods of absence as defined under Article 9.11, and/or any other circumstances as mutually agreed between the parties.

THEREFORE, the parties agree to the following:

- 1. Going forward the triggering point which transitions employees between entitlement categories under Articles 9.1 through 9.5 for vacation calculation purposes will be based on annual increments from the employee’s date of hire (service date) and will apply to the following calendar year.**
- 2. Actual days of vacation entitlement days under Articles 9.1 through 9.5 of Collective Agreements One and Two will be maintained as based on the days worked or the major portion thereof in the previous calendar year.**

- 3. The current practice for calculating what constitutes a “day worked” for vacation calculation purposes when applied to spareboard employees in Agreement Two will remain in effect whereas eight hours constitutes one day of work.**

- 4. This Agreement is made with precedent serves to rescind any previous practices which refer to Cumulative Compensated Service for the calculation of vacation entitlements. The use of Cumulative Compensated Service will remain in effect as defined under Article 1.8 of Collective Agreements One and 1.1(u) of Collective Agreement Two (whereas 250 days cumulative compensated service constitutes one years’ service) for the purposes of calculating Pensionable Service and any protections under the Supplemental Agreements (ESIMA).**

LETTER OF UNDERSTANDING

LETTER OF UNDERSTANDING

BETWEEN

VIA RAIL CANADA INC
(hereby called "The Corporation")

AND

UNIFOR, National Council 4000
(hereby called "The Union")

SUBJECT: Collective's Agreements send by email.

WHEREAS the collective agreement which is currently being negotiated is of short duration.

The Parties Agree to The Following

1) For the during of this collective agreement, the parties agree to amend Article 27.14 of Collective Agreement 1 and 28.12 of Collective Agreement 2 to be read as follow:

"The parties agree once language verification and translation have been completed, the Corporation will immediately, no later than 90 days, provide to the President of Council 4000 and regional representatives and all existing and future employees with an updated electronic version of Collective Agreements No.1 and No. 2, as well as all Letters of Understanding, Health and Safety Agreement, Benefit and LTD Plans, ESIMA, and any other related documents by email.

An employee can request a copy of the collective agreement on an electronic memory stick by sending an email to AskRH."



Dave Kissack
President, Unifor Council 4000
Local Chairperson



Karine Chapados
Specialist Advisor, Employee Relations
VIA Rail Canada

LETTER OF UNDERSTANDING

BETWEEN

VIA RAIL CANADA INC
(hereby called "The Corporation") **AND**

UNIFOR, LOCAL 4000
(hereby called "The Union")

LOCAL CHAIRPERSON

Effective the first month after ratification of the Collective Agreement, the Corporation agrees to allow one (1) full time elected Local Chairperson in the Corridor an authorized leave of absence with pay and benefits; fully paid for by the Corporation for the life of the Collective Agreement.

The above employee will accumulate seniority and cumulative compensated service during the leave of absence.

The Union will notify the Corporation which employee shall be entitled to the above position. The rate of pay will be equal to 40 hours per week at the rate of pay of the last position assigned to; or if employee is spare or part time, such time shall be compensated at the rate of pay of the last classification worked.

When the above employee returns to the workforce, that employee will be governed by article 13.3 of Collective Agreement # 2.

This agreement shall not form part of the Collective Agreement. This letter will remain in effect for the life of the collective agreement.



Dave Kissack
President, Unifor Council 4000
Local Chairperson



Karine Chapados
Specialist Advisor, Employee Relations
VIA Rail Canada

Absenteeism management

December 1st, 2020
Mr. Dave Kissack,
President
National Council 400
UNIFOR

SUBJECT: Absenteeism management

Dear Mr. Kissack:

During the current negotiations for the renewal of the collective agreement, the Union expressed concerns with the method in which medical notes are being requested by the Crew management office CMO. The Union conveyed the concerns of its membership over an apparent increase to the requirement to provide doctors notes, particularly in cases where their absenteeism is not above the average rate of absenteeism in that work location.

As a result, the Corporation is committed to working with the CMO to ensure that the rules in application are in compliance with our attendance management program.

To this end, a meeting is scheduled for December 2020 to review the rules currently applied and to make the appropriate modifications as required. However, we wish to reiterate that managing absenteeism is the employer's prerogative.

Yours truly,



Karine Chapados
Specialist advisor, employee relations VIA
Rail Canada

LETTER OF UNDERSTANDING

BETWEEN

VIA RAIL CANADA INC
(hereby called "The Corporation")

AND

UNIFOR, National Council 4000
(hereby called "The Union")

SUBJECT: Article 4.26 (d)(1) Collective Agreement Two

WHEREAS the collective agreement which is currently being negotiated is of short duration.

WHEREAS The union has tabled a demand regarding the application of Article 4.26(d)(1) requesting that employees on Eastern and Western Transcontinental trains to be permitted to take their earned layover prior to picking up their assignments awarded under 12.1.

The Parties Agree to The Following

Employees obtaining an assignment under Article 12.1 with a pick-up date prior to the expiration of their previous layover, may elect to take the entire earned layover from their previous assignment.

Employees who elect to take the entire layover from their previous assignment, will have their guarantee protected up to the normal expiration date of the layover from the previous assignment. Guarantee will only resume when they pick up their new assignment. Employees may not exercise this option for any cycle other than the first cycle of operation of a new assignment under Article 12.1.

If opting to take their full layover in accordance with this agreement the employee will be required to notify the Crew Management Office within Twenty- four (24) hours of receiving the notification of their new assignment.

This letter will remain in effect for the life of the collective agreement.



Dave Kissack
President, Unifor Council 4000
Local Chairperson



Karine Chapados
Specialist Advisor, Employee Relations
VIA Rail Canada

LETTER OF UNDERSTANDING

BETWEEN

**VIA RAIL CANADA INC
(Hereby called “The Corporation”)**

AND

**UNIFOR, National Council 4000
(hereby called “The Union”)**

SUBJECT: Article 7.8 Collective Agreement Two

WHEREAS The collective agreement which is currently being negotiated is of short duration.

WHEREAS The corporation raised concerns over the current calling procedures identified under Article 7.8 of Collective Agreement Number Two and the ability of the crew management offices (CMO) to fulfill service requirements during the designated calling hours.

The Parties Agree to The Following

The crew calling sequence identified in Article 7.8 will be amended for a trial period for the duration of the collective agreement at which point it will be subject to collective bargaining to renegotiate, renew or permanently transition into article 7.8.

During this period parties will apply the calling sequences from one (1) to seven (7) (*order of emergency rules are subject to change based on the nature of the situation) identified in the table listed within this agreement. The parties will review these procedures prior to any bid, should any amendments be necessary as to facilitate regional efficiencies the parties agree to discuss and/ or make suitable amendments regionally. Consent to be provided through mutual accord between the designated officer of the Union and the Corporations representative and will not be unreasonably withheld. Should the parties not be able to reach a mutual agreement on any revisions they will revert to the procedures identified within this agreement.

The parties acknowledge this agreement is enforceable subject to the grievance procedures of the collective agreement for the life of the current collective agreement.

Article 7 - Current State - Revised – National - December 2, 2020		Moved from Position #
1	Spare board employees	(Appendix 34 for Corridor when applicable from June 15 to September 15)
2	Spare board employees between 144-160 hours	
3	Promote within crew * (voluntary basis)	
4	Laid off employees	2
5	Promote within crew * (required)	
6	Assigned employees declared for extra work	
7	Spare board employees over hours	
Emergency rules (current general order not in the CA) - Subject to change based on situation:		
	Spare board on booked rest – declared	
	Assigned employees on layover	6
	Spare board incoming on train	
	Assigned employee incoming on train	
	Spare board on booked rest not declared	
	Cancelled book rest	



Dave Kissack
President, Unifor Council 4000
Local Chairperson



Karine Chapados
Specialist Advisor, Employee Relations
VIA Rail Canada

LETTER OF UNDERSTANDING

BETWEEN

VIA RAIL CANADA INC
(hereby called "The Corporation")

AND

UNIFOR, LOCAL 4000
(hereby called "The Union")

SUBJECT: Excessive Transportation time from Hotel to Reporting Location

WHEREAS the collective agreement which is currently being negotiated is of short duration;

WHEREAS the current negotiation, the Union has expressed concerns about the fact that the transportation between the hotel and the reporting location is too long and the employee should be compensated.

THE PARTIES AGREE TO THE FOLLOWING:

Departure from the Hotel:

- 1) Shuttle and taxi times have been scheduled to allow for adequate travel time to and from the hotels at away from home terminals to the established reporting location.
- 2) If the shuttle or taxi pick up time exceeds thirty (30) minutes prior to reporting time, employees will be eligible to submit a time adjustment request (TAR) for the additional travel time.



Dave Kissack
President, Unifor Council 4000
Local Chairperson



Karine Chapados
Specialist Advisor, Employee Relations
VIA Rail Canada

Montreal, December 3rd, 2020

Mr. Dave Kissack,
President
National Council 400
UNIFOR

Women's Advocacy Program at VIA Rail for Council 4000

Women's Advocacy Program at VIA Rail

This refers to our recent discussions at the bargaining table pertaining to unique situations faced by women in the workplace.

The parties recognize that female employees may sometimes need to discuss with another woman matters such as violence or abuse at home or workplace harassment. They may also need to find out about specialized resources in the community such as counselors or women's shelters to assist them in dealing with these and other issues.

Therefore, in addition to the current resources such as the Corporation-sponsored Employee Assistance Program, the Corporation and Union agree to implement the Women's Advocacy Program at VIA Rail subject to the following terms and conditions:

1. The Corporation agrees to a maximum of five (5) Women's Advocates positions, one per region. Consideration for the foregoing will include at least one (1) French-speaking advocate for the province of Quebec to be included in the total number of regional Women's Advocate's positions.
2. The Women's Advocates will be jointly selected by the Corporation and the Union from a group of female employees nominated by the Union.
3. The successful candidate(s) will agree to perform the Women's Advocate position for the duration of the Collective Agreement.
4. The Women's Advocates will be afforded two (2) hours per week to perform her duties. This time will be mutually agreed upon between the Women's Advocate and her manager in advance. This time will be scheduled to ensure that it has the least impact to operation.

5. The Company agrees to provide the Women's Advocate with access to a confidential phone line to be used exclusively for the duties of the Women's Advocate. When a female member requests a meeting in person with the Women's Advocate at a VIA location, the Corporation will make its best effort to provide access to a private office so that confidentiality can be maintained when a female employee is meeting with the Women's Advocate.
6. The Corporation and the union will develop appropriate communications to inform employees about the advocacy role of the Women's Advocate and provide the contact number for the confidential phone line.
7. The Women's Advocate will participate in an initial forty (40) hours training program organized by the Union and annually a three (3) day training program including travel time. The Corporation may select a Corporate representative to participate in the training (This is done separately for employer representatives).
8. The Women's Advocates may be called on to assist with other Corporate Programs including Mental Health and Wellness.
9. This program is implemented for the duration of the current collective agreement.

If you are agreeable to the above, please indicate your concurrence below.

Agreed on: December, 3, 2020



Karine Chapados
Specialist Advisor, Employee Relations VIA
Rail Canada

Letter regarding renewal of all appendices

Ms Karine Chapados
Specialist Advisor, Employee Relations VIA
Rail Canada, Inc.
3 Place Ville-Marie, Suite 500
Montréal, Québec
H3B 2C9

Ms. Chapados:

This letter serves to acknowledge that the parties agree to the renewal of all appendices of collective agreements one and two at the completion of the bargaining process.

Respectfully

A handwritten signature in black ink, appearing to read "Dave Kissack". The signature is fluid and cursive, with a large loop at the end.

Dave Kissack
President, Unifor Council 4000

**Agreement
System Health and Safety Legislative Representative**

BETWEEN

**VIA RAIL INC.
(Herein referred to as the “Corporation”)**

AND

**UNIFOR, COUNCIL 4000
(Herein referred to as the “Union”)**

WHEREAS both parties wish to join forces to ensure a safe and healthy workplace for their employees and members;

WHEREAS both parties recognize the importance of having a dedicated health and safety representative;

WHEREAS both parties recognize that rules of governance must be established in order to supervise the health and safety representative;

NOW, THEREFORE, THE PARTIES have reached an agreement on the terms and conditions regarding the health and safety representative.

In consideration of the foregoing, the parties agree to the following:

1. Preamble

The preamble is part of this letter of agreement.

2. Nomination

It is the Union’s responsibility to nominate an employee as the health and safety representative. This person must reflect the values of the organization and must have an impeccable health and safety record.

The person chosen must be bilingual and able to travel on regular basis. The Employer reserves the right to refuse an employee’s nomination for any valid reason, such as known behavioural problems or absenteeism.

The appointment will be for a period of the life of the collective agreement

The appointment must be confirmed through an official letter from the Union to the attention of VIA Rail Canada Inc Labour Relations Director

3. Seniority and vacation

The health and safety representative will continue to pay union dues and accumulate seniority and will retain seniority rights.

The representative should direct vacation requests to the Director responsible for the Health & Safety function.

4. Work schedule

The health and safety representative must be available from Monday to Friday and exceptionally on evenings and weekends for urgent safety matters. He must be physically present at the Employer's facilities during work hours. The representative will be able to work from home as per the employer's policy.

The representative must complete his timesheet and submit it to the Director responsible for the Health & Safety function for validation every week.

5. Reporting structure

The manager for the Health & Safety function will exercise functional authority. However, health and safety priorities will be determined by both parties.

6. Equipment

The health and safety representative will be provided with an iPhone and a laptop computer. He/she will be provided access, where available, to an office with filing cabinets, a desk, chairs, a telephone, a photocopy machine, and a fax machine. He/she will be provided access to the Corporation's systems or any system the Corporation uses to track health and safety. Equipment must be returned at the end of the term.

7. Travel expenses

All travel expenses will be approved and shared by both parties.

8. Rate of pay

The employee will be paid at SM Corridor's hourly rate.

9. Role and expectations of the health and safety representative

Created under the terms of the National Safety, Health and Environment Agreement signed on February 22, 1999, and nominated by the Union, the Unifor System Health & Safety Legislative Representative supports the Corporation and Unifor achieve their common goal of creating and maintaining a safe and healthy workplace.

The representative works with the Health & Safety department assisting in the implementation of the Health & Safety plan and playing a proactive role in health and safety prevention, always taking into consideration the risk management principles for prioritization. He/she acts as a coach and intervenes with employees and members in order to strengthen the organization's health and safety culture and contributes to ensure a safe and healthy workplace for the employees and members.

The Health and Safety Representative shall perform the duties set out in his or her job description.

This agreement may not be used by any of the parties as a reference for a settlement of any other grievances or arbitration hearing.

Please indicate your concurrence by signing below and returning one (1) duly signed copy for our files.

Letter of Understanding

Between:

VIA RAIL INC.
(Herein referred to as the “Corporation”)

AND

UNIFOR, COUNCIL 4000
(Herein referred to as the “Union”)

Subject: Pensionable service amendments for certain Employees participating in the Job-Sharing Program

WHEREAS Employees previously and currently participating in the Job-Sharing program have had and have their pensionable service pro rated while participating in the program.

WHEREAS The parties recognize that a recent Supreme Court of Canada decision has found that failure to allow a certain category of female employees (the “group”) who opt into the Job-Sharing Program to buy back their full pensionable service while employed in the Program can constitute unlawful discrimination based on sex;

WHEREAS The parties wish to take the following measures and enter into the present letter of Understanding to avoid any charge of discrimination be any employee in the group in the future or generally any charge against the Job-Sharing Program or the Pension Plan on this basis;

The parties agree to the following:

- 1. The preamble of the present Letter of Understanding forms an integral part thereof.**
- 2. Going forward, all employees in the group who join as of the date of the signing of the present letter of agreement the Job-Sharing Program to balance their work and family obligations after a maternity and/or parental leave may opt to be credited with full Cumulative Compensated service for the purpose of determining pensionable service time and in such case be required to make contributions to their pension to reflect such in accordance with the pension guidelines and according to the work schedule prior they join the job sharing program.**

- 3. All employees affected by paragraph 2 of this letter of agreement will be required to contact Shared Services before the end of their Job-Sharing program to confirm if they will opt to buy back their pension deficiencies under the methods defined in the Pension Plan for Unionized Employees of VIA Rail Canada inc. An employee must provide proof of caregiver responsibility when reasonably practicable to do so or through a sworn attestation to request a pension buy back.**
- 4. Employees wishing to participate in a job-sharing program will be advised of the change when applying for the program.**

This letter of understanding may be amended through mutual consent between the parties in the event of a legislative requirement to do so or as a result of an award by a third party of competent jurisdiction which mandates consideration of such actions.

Letter of Understanding

Between:

VIA RAIL INC.
(Herein referred to as the “Corporation”)

AND

UNIFOR, COUNCIL 4000
(Herein referred to as the “Union”)

SUBJECT: EASTERN OTS SCHEDULES

This refers to our discussion during the current round of negotiations regarding challenges associated with the Eastern OTS schedules.

As a result of these discussions, the parties commit to meet to create new OTS schedules which provide OTS employees with additional time at their home terminal at a cost less than \$350,000.00 annually in addition to the current payroll, while minimizing non-productive time.

The parties commit to meet within sixty (60) days of ratification and will meet a minimum of three (3) days.

Current relief trips will remain in place until a new agreement is in place and comes into effect at which point those associated costs will be additionally incorporated into this agreement.

In the event the parties fail to reach an agreement on the scheduling this matter will be referred to the President of Unifor National Council 4000 and the Specialist Director Employee Relations for expedited resolution.

Letter of Understanding

Between:

**VIA RAIL INC.
(Herein referred to as the “Corporation”)**

AND

**UNIFOR, COUNCIL 4000 and Local 100
(Herein referred to as the “Unions”)**

Subject: Racial Justice Advocate Program and Anti-Racism Action Plan at VIA Rail

Dear Sirs,

This refers to our recent discussions at the bargaining table pertaining to unique situations faced by Black, Indigenous, or racialized community in the workplace.

Establishment of a Racial Justice Advocate

In recognition of societal racism, the Parties agree to identify a Racial Justice Advocate who will act as an ambassador in VIA Rail’s Diversity and Inclusion program.

A Racial Justice Advocate is an individual who identifies as a member of the Black, Indigenous, or racialized community.

The Unifor Local/Council Union President and VIA Rail representative will be responsible for the selection of the Racial Justice Advocate.

The Racial Justice Advocate is a workplace representative who will participate in the VIA Rail Diversity and Inclusion program.

The activities will be performed in relation with VIA Rail Diversity and Inclusion program. Support will also be provided by the VIA Rail Diversity and Inclusion program.

If you are agreeable to the above, please indicate your concurrence below.

Agreed on: July 12th, 2022