

**COLLECTIVE AGREEMENT NO. 3**

**BETWEEN**

**UNIFOR CANADA**

**AND**

**VIA RAIL CANADA INC**

**GOVERNING**

**SHOPCRAFT PERSONNEL**

**2016-2017-2018-2019**

**EMPLOYEE ASSISTANCE PROGRAM  
1-800-387-4765 (English)**

**PROGRAMME D'ASSISTANCE AUX EMPLOYÉS  
1-800-361-5676 (Français)**

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**RULE 1**  
**RECOGNITION**

- 1.1 The Corporation recognizes *Unifor Canada* as the sole bargaining agent with respect to wages, hours of work, working conditions and fringe benefits for all employees at VIA Rail Canada Inc. classified as Electricians, Railway Car Technicians, Diesel Engine Mechanics and General Workers.
- 1.2 Master mechanics or supervisors shall not be allowed to do mechanics' work when mechanics are available. This is not intended to restrict the use of working supervisors in accordance with established practice at small points.
- 1.3 It is the policy of the Corporation to cooperate in every practical way with employees who desire advancement to supervisory positions. Accordingly, employees who make an application to their supervisor or Human Resources officer, stating their desires, qualifications and experience, will be given preference, if qualified, for vacancies before non-employees.
- 1.4 Should an employee be temporarily promoted to a supervisory position, such employee shall be governed by the terms and conditions applicable to such position.

**RULE 2**  
**DEFINITIONS**

- 2.1 The term "work week" for regularly assigned employees shall mean a week beginning on the first day on which the assignment is bulletined to work.
- 2.2 The term "national accord" is a mutual agreement in writing between the Local President or designate and the office of the Director, Labour Relations.
- 2.3 The term "regional accord" is a mutual agreement in writing between the Regional Vice-President or designate and the Regional Director, Equipment Maintenance (or equivalent).
- 2.4 A "local accord" is a mutual agreement between the Lodge Chairperson and local Manager of the Corporation.
- 2.5 The term "employment relationship" means the period of time since an employee last entered the service of the Corporation or last entered the service of a previous railway if the employee transferred to the Corporation under a formal transfer agreement between the bargaining agent and the Corporation.

- 2.6 The term "gross pay" shall mean the amount earned in the previous calendar year as reported in Box "C", less the amount shown in Box "O", on the annual Revenue Canada Taxation T-4 form.
- 2.7 The word "employee" means any employee holding seniority under this Collective Agreement. The use of the name "employee" is used in the masculine includes the feminine in all cases, and this use is only for clarification purpose.
- 2.8 The word "Union" means "*Unifor Canada*".
- 2.9 Helpers in service as of June 14, 1995 will be dovetailed into the General Workers' seniority list and will receive the rate of pay provided for the red circled helper until they leave the service of the Corporation or are promoted to a higher classification.

### **RULE 3 DEDUCTION OF UNION DUES**

- 3.1 The Corporation shall deduct union dues each pay period from wages due and payable to each employee coming within the scope of this Collective Agreement, subject to the conditions and exceptions set forth hereunder.
- 3.2 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 on receipt by the Corporation of notice in writing from the Union of the change in percentage to deduct.
- 3.3 Employees filling positions of a supervisory or confidential nature not subject to the Rules of this Agreement shall be exempted from dues deduction.
- 3.4 Membership in the Union 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. The Corporation agrees that payroll deductions for such fees will be made upon receipt by the Corporation of proper payroll deduction authorization.
- 3.5 Deductions for new employees shall commence on the payroll for the first pay period in which the employee is employed.

- 3.6 If the wages of an employee payable on the payroll are insufficient to permit the deduction of the full amount of dues, no such deduction shall be made from the wages of the employee by the Corporation in the pay period. The Corporation shall not, because the employee did not have sufficient wages payable to him on the designated payroll, carry forward and deduct from any subsequent wages the dues not deducted in an earlier pay period unless proper payroll deduction authorization is received by the Corporation to make such deductions.
- 3.7 Employees filling positions coming within the scope of more than one wage agreement in the pay period in which deduction is made, shall have dues deducted for the organization under which the preponderance of their time is worked in that period. Not more than one deduction of dues shall be made from any employee in any month.
- 3.8 Only payroll deductions now and hereafter required by law, deduction of monies due or owing the Corporation and pension deductions shall be made from wages prior to the deduction of dues.
- 3.9 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, not later than forty (40) calendar days following the pay period in which the deductions are made.
- 3.10 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 Rule shall terminate at the time it remits the amounts payable to the designated officer or officers of the Union.
- 3.11 The question of what, if any, compensation shall be paid the Corporation by the Union in recognition of services performed under Rule 3 shall be left in abeyance subject to reconsideration at the request of either party on fifteen (15) days' notice in writing.



3.12 In the event of any action at law against the parties hereto or any of them, resulting from any deduction or deductions from payrolls made or to be made by the Corporation pursuant to Rule 3.1 of this Agreement, all 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, jointly and severally, shall indemnify and save harmless the Corporation from any losses, damages, costs, liability or expenses suffered or sustained by it as a result of any such deduction or deductions from payrolls.

3.13 The Corporation will arrange for the accumulation of union dues on a calendar year basis and the posting of such amount on T4 slips annually, subject to the following conditions:

- (i) The amount of Union dues deducted must be "reportable Union dues" as defined by the Income Tax Act. That is, the Union dues deducted by the Corporation must not contain amounts which are not considered reportable by the Income Tax Act.
- (ii) Only Union dues deducted directly through the payroll system will be reported on T4 slips. The Union will be responsible for reporting any Union dues transactions outside the Corporation's control, such as adjustments between Brotherhoods, direct payment by employee, and direct reimbursement to employee.

#### **RULE 4 GRIEVANCE PROCEDURE**

4.1 Any complaint or grievance, except as provided in Rule 4.3, raised by an employee concerning the interpretation, application or alleged violation of this Agreement shall be dealt with as described below. This shall also apply to an employee who believes that he or she has been unjustly dealt with.

#### **STEP I**

The employee may present the complaint to his or her immediate supervisor for adjustment. If not adjusted, the employee may notify the Lodge Chairperson or designate within ten (10) calendar days from the date of the complaint.

The Lodge Chairperson or designate will discuss the grievance in a meeting with the Manager or designate within twenty (20) calendar days of the cause of the grievance. The grievance resolution form (in Appendix IX) outlining the circumstances of the grievance will be provided to the Manager or designate at least five (5) calendar days in advance of the meeting. The meeting should be held in person or by conference call if a personal meeting is not possible.

The parties will attempt to resolve the grievance in the meeting and the results of their discussions will be indicated on the form. The Lodge Chairperson or designate will forward copies of the grievance resolution form to the Regional Vice-President or designate after the meeting.

The foregoing portion will remain in effect for the duration of this Agreement

## **STEP 2**

Within twenty (20) calendar days of the meeting under Step I, the Regional Vice President or designate may appeal in writing any unresolved grievances to the regional Director of the Maintenance Centre or designate. A decision will be rendered, within twenty (20) calendar days of receiving appeal under Step 2 using Appendix IX.

The Company and the Union recognize the necessity of reviewing all details of differences through open and frank discussions. Following the submission of a grievance at Step 2 of the grievance procedure, each grievance shall be reviewed through a Joint conference discussion between the Regional Vice-President and the designated Company Officer. Said discussion will be held between the above-mentioned representatives every forty (40) calendar days or as otherwise mutually agreed. A decision will be rendered at the Joint Conference or as otherwise mutually agreed.

Failing satisfactory settlement the grievance may then be referred to Expedited Mediation/arbitration of grievances as set out in Appendix VIII or Final Disposition of Grievances as set out in Rule 5 of the Collective Agreement.

- 4.2 An employee covered by the Collective Agreement who has completed his or her probationary period may appeal any disciplinary action taken by the Corporation against such employee; disciplinary action taken during the probationary period resulting in discharge may also be appealed in accordance with Rule 4.

- 4.3 The Union may progress a grievance concerning the assessment of discipline against an employee commencing at Step 2 of the grievance procedure within twenty (20) calendar days from the date the employee is notified of the discipline. On request, the Lodge Chairperson and/or Regional Vice-President of the Union shall be shown all evidence in the case.
- 4.4 If it is found that an employee has been unjustly suspended or discharged, such employee shall be reinstated with full pay for all time lost. In the event of an employee being otherwise employed pending settlement of his or her case by reinstatement; any pay earned will be credited against time lost.
- 4.5 Where a grievance, other than one based on a time claim for unpaid wages, is not progressed by the Union within the prescribed time limits, the grievance will be considered to have been dropped without precedent or prejudice. Where a decision with respect to such a grievance is not rendered by the appropriate officer of the Corporation within the prescribed time limits, the grievance may be progressed to the next step in the grievance procedure.
- 4.6 Where a grievance, based on a time claim for unpaid wages, is not progressed by the Union within the prescribed time limits, it shall be considered to have been dropped. When the appropriate officer of the Corporation fails to render a decision with respect to a time claim for unpaid wages within the prescribed time limits, the time claim will be paid. The application of this Rule shall not constitute an interpretation of the Collective Agreement.
- 4.7 The time limits as provided in Rule 4 may be extended by agreement between the respective parties at any step of the grievance procedure. Also, the time limits specified in Step 1 of Rule 4.1 shall begin on the date of the employee's return to service if the date of the alleged grievance is during the employee's vacation or leave of absence due to injury or illness.
- 4.8 Upon request from either party for a meeting such meeting will be held within the allotted times.
- 4.9 All conferences between line officers and the Lodge Chairperson will be held by appointment and concluded during regular working hours without loss of earnings to the Lodge Chairperson or Shop Steward concerned.
- 4.10 If the Lodge Chairperson or Regional Vice-President (or equivalent) should consider that a provision of the Collective Agreement has been violated, he or she may initiate a grievance. The Lodge Chairperson will progress the grievance starting at Step 1 of the foregoing procedure, the Regional Vice-President will progress the grievance starting at Step 2, within twenty (20) calendar days from the cause of the grievance.

**RULE 5**  
**FINAL DISPOSITION OF GRIEVANCES**

- 5.1 A grievance concerning the interpretation or alleged violation of this Agreement, or an appeal by an employee that he or she has been unjustly disciplined or discharged, and which is not settled through the grievance procedure, may be referred by either the Union or the Corporation herein defined as the parties, to a single arbitrator for final and binding settlement without stoppage of work.
- 5.2 The party requesting arbitration must so notify the other party in writing within forty (40) calendar days following the date the decision was rendered at the last step of the grievance procedure.
- 5.3 Within forty (40) calendar days of the date of receipt of a request for arbitration, the parties shall endeavour to agree on the name of the Arbitrator. If agreement is reached within forty (40) calendar days, the dispute must be docketed with that Arbitrator within twenty (20) calendar days of said agreement. If an agreement is not reached, the party requesting arbitration may then request the Minister of Labour to appoint an Arbitrator and advise the other party accordingly. Such request to the Minister of Labour must be made not later than twenty (20) calendar days following the forty (40) day period referred to in this paragraph.
- 5.4 A Joint Statement of Issue and Facts of the dispute and reference to the specific provision or provisions of the Agreement allegedly violated shall be jointly submitted to the Arbitrator in advance of the date of the hearing. In the event the parties cannot agree upon such Joint Statement of Issue and Facts, each party shall submit a separate statement to the Arbitrator in advance of the date of the hearing and shall at the same time give a copy of such statement to the other party.
- 5.5 (a) Within a reasonable period of time prior to the scheduled date of arbitration, normally not less than seven (7) days, the Corporation and the Union shall exchange all documentary and physical evidence such as photographs, videotapes or audiotapes they intend to rely upon at the arbitration hearing.
- (b) If either the Corporation or the Union presents documentary or physical evidence at the arbitration hearing that had not been provided to the other party as set out above, the other party shall be entitled to an adjournment of the hearing of not less than 30 days upon request to the arbitrator.

- 5.6 At the hearing before the Arbitrator, argument may be given orally or in writing, and each party may call such witnesses as it deems necessary.
- 5.7 Disputes arising out of proposed changes in rates of pay, hours of work and conditions of service, modifications or additions to this Collective Agreement, are specifically excluded from the jurisdiction of the Arbitrator, and the decision of the Arbitrator shall not in any case add to, subtract from, modify, rescind or disregard any provision of this Agreement.
- The Arbitrator's decision shall be rendered, in writing, together with written reasons therefore, to the parties concerned within thirty (30) calendar days following the conclusion of the hearing unless this time is extended with the concurrence of the parties to the dispute.
- 5.8 Each party shall respectively bear any expenses each has incurred in the presentation of the case to the Arbitrator but any general or common expenses, including the remuneration and expenses of the Arbitrator, shall be divided equally.
- 5.9 The time limits as provided in Rule 5 may be extended by mutual agreement between the parties.
- 5.10 Prior to adjudication or final disposition of grievances by the highest designated authorities as herein provided, and while questions of grievances are pending, there will be neither a shut down by the employer nor a suspension of work by the employees.

## **RULE 6**

### **HOURS OF WORK AND MEAL PERIODS**

- 6.1 (a) Except as otherwise provided herein, eight (8) hours shall constitute a day's work.
- (b) General Workers at outlying points may be worked eight (8) hours within a period of ten (10) consecutive hours. They may be assigned to any other unskilled work during their eight (8) hour period of service. An outlying point is a point where not more than three (3) General Workers are employed.
- 6.2 (a) Where three (3) eight (8) hour shifts are worked, the hours for commencing duty shall be between 0600 and 0800, 1400 and 1600, and 2200 and 2400 hours.

- (b) Shifts shall be designated within a twenty-four (24) hour period as follows:
  - (i) Day shifts shall be recognized as the first shift;
  - (ii) Afternoon shifts shall be recognized as the second shift;
  - (iii) Midnight shifts shall be recognized as the third shift.
  
- (c) Where one or two shifts per twenty-four (24) hours are worked, the hours of duty shall be between:
 

DAY WORK	-	0700 and 1759 hours
NIGHT WORK	-	1800 and 0659 hours
  
- (d) When at a particular point the regular arrival or departure times of trains make these hours not appropriate to the requirements of the service a regular assignment of the necessary number of employees may, subject to mutual agreement between the designated representatives of the parties, be arranged to meet these local conditions. Such agreement will not be arbitrarily refused nor unduly delayed.

6.3 The starting time for each employee shall be fixed and shall not be changed without at least twenty-four (24) hours' notice.

6.4 Where one (1), two (2) or three (3) shifts are employed, a meal period of thirty (30) minutes will be allowed without deduction in pay, commencing within the fifth hour of duty on each shift. The meal period may be extended through a local accord to one (1) hour for the employees, the period, in addition to the thirty (30) minutes to be without pay through a local accord.

**RULE 7**  
**FOUR (4) TEN (10) HOUR DAYS**

- 7.1 (a) Notwithstanding the provisions of any rule to the contrary, regular assignments consisting of four (4) days of ten (10) hours each may be established through local accord, subject to approval by the Regional Vice-President and Labour Relations officer, and will be governed by the terms and conditions of the Collective Agreement, except as specified hereunder.
  
- (b) Each day of ten (10) hours will be calculated as one and one-quarter (1 ¼) days for the purposes of Cumulated Compensated Service.

- (c) Employees will be assigned three (3) consecutive rest days in each work week. Meal period will be assigned as per Rule 6.

**NOTE:** If operational scheduling does not permit three (3) consecutive rest days, the Regional Vice-President and Senior Manager will meet to explore alternative options in an objective to meet train requirements. Such meeting will not be arbitrarily refused nor unduly delayed.

- 7.2
  - (a) Employees shall be entitled to compensation at the rate of one and one-half time the regular rate of pay for time worked in excess of ten (10) hours per day or forty (40) hours in a calendar week.
  - (b) The terms of Rule 7 will apply when employees are requested to work within this rule. If an employee is requested to work outside of Rule 7, then Rule 9 will apply.
- 7.3
  - (a) Employees shall be entitled to vacation on the basis of ten (10) hours per day, four (4) days per week, in keeping with the terms and conditions of Rule 16.
  - (b) Employees transferring to or from a regular five (5) day week assignment will be allowed their vacation in accordance to the Rules applicable with the assignment held immediately prior to commencing their vacation or portion thereof.
- 7.4
  - (a) Employees assigned to such positions will be compensated for general holidays on the basis of ten (10) hours per day in keeping with the terms and conditions of Rule 17.

## **RULE 8 REST DAYS**

- 8.1 Employees shall be assigned two (2) consecutive rest days in each seven (7). Saturday-Sunday, and then Sunday-Monday shall be considered preferred rest days in keeping with operational requirements and train schedules.
- 8.2 Regular relief assignments with five (5) days' work per week and two (2) consecutive rest days shall be established to perform necessary relief work or to perform relief work on certain days and such types of other work on other days as may be assigned.

- 8.3 Where situations exist making it impracticable to establish relief assignments in accordance with the above, arrangements for relief assignments on such other basis as may be made through a national accord. Consent to such proposed arrangements shall not be unreasonably withheld.
- 8.4 Regular relief assignments may on different days have different starting times, duties and work locations, provided such starting times, duties and work locations are those of the employee or employees relieved.

## **RULE 9 OVERTIME AND CALLS**

- 9.1 (a) Every effort will be made to avoid the necessity for overtime; however, when conditions necessitate, employees will perform authorized overtime work. Records of overtime worked and calls will be maintained and employees will be called with the purpose in view of distributing the opportunity of overtime work equally.
- (b) Overtime lists will be updated bi-weekly and posted on all bulletin boards with a copy to the Local Chairperson.
- 9.2 There shall be no overtime on overtime; neither shall overtime hours paid for, other than hours not in excess of eight (8) paid for on holidays or for changing shifts, be utilized in computing the forty (40) hours per week, nor shall time paid for in the nature of arbitraries or special allowances such as attending court, deadheading, travel time, etc., be utilized for this purpose, except when such payments apply during assigned working hours in lieu of pay for such hours, or where such time is now included under existing rules in computations leading to overtime.
- 9.3 When it becomes necessary for employees to work overtime they shall not be laid-off during regular working hours to equalize the time.
- 9.4 At points where sufficient numbers of employees are employed, employees shall not work two (2) consecutive rest days (holidays to be considered as rest days).
- 9.5 (a) All hours worked on rest days, general holidays, and outside the regular hours of a position shall be paid at the rate of one and one-half times the regular rate of pay of the position on the actual minute basis, except that double time shall apply after an employee has actually performed sixteen (16) hours service in any twenty-four (24) hour period computed from the time the employee actually commenced work.



(b) Time worked by employees continuous with, before, or after the regular assigned hours of duty will be paid the following minimum time at one and one half times the regular rate of pay.

Before - One (1) hour and twenty (20) minutes  
After - Forty (40) minutes.

(c) The foregoing does not apply where such work is performed by an employee due to moving from one assignment to another or to or from a laid-off list.

(d) Employees called or required to report for work outside their regular assigned hours and reporting, whether utilized or not, will be allowed a minimum of three (3) hours at the prevailing overtime rate for three (3) hours work or less.

9.6 (a) Employees will be notified of work requirements when called and will be required to do only such work as called for or other emergency work which may have developed after they were called and cannot be performed by the regular force in time to avoid delays in train movement.

(b) The right of an employee to go for a meal after having performed an hour's work after the completion of his or her regular shift is unquestioned.

(c) Employees on overtime hours who are requested to work through the assigned meal period will be allowed twenty (20) minutes in which to procure a meal at time and one half the regular rate of the position at the earliest possible time and in any event not later than at the end of the tour of duty.

(d) An employee working under Rule 9.6 will be allowed meal periods after having completed two (2) hours of actual work.

(e) Employees called in for overtime work not continuous with their regular shift but working with a regular assigned shift of employees shall be required to take their meal period as normally assigned to the shift.

9.7 Employees assigned meal periods in excess of thirty (30) minutes as per Rule 6.4 and required to work during their meal period shall receive pay at the rate of time and one-half on the minute basis, but will be relieved the necessary time (without pay) to procure a meal.

9.8 Insofar as practicable, General Workers shall not be employed or advanced temporarily to do tradesperson's work, when tradesperson are available, to avoid the necessity of payment for overtime.

- 9.9 Except as provided in Rules 9.5 and 9.6 (a), tradesperson and General Workers, required to attend scheduled passenger trains, or sections thereof, for inspecting, icing, watering, cleaning, and putting on supplies, outside of regularly assigned working hours will be allowed a minimum of two (2) hours at straight time rates.

**RULE 10**  
**EMERGENCY SERVICE**

- 10.1 In the event a work force is required to perform emergency service away from the home terminal or line points, such employee will be paid in accordance with the following rules.
- 10.2 Employees used in emergency service during their regular work hours will be paid from time of departure from home terminal until released upon return to home terminal. If called during overtime hours, they shall be considered to have been in emergency service from time called, except that an employee may be notified to report for a specific time, in which event he or she would be accorded one hour preparatory time.
- 10.3 Employees returning from emergency service who commenced such service prior to the eight (8) hour period immediately preceding the starting time of their regular assignment at their home location, and who because of such service have been unable to secure five (5) hours rest immediately prior to starting time of their regular assignment at their home location, shall be accorded a minimum of five (5) hours rest with no loss of pay before being requested to report on their regular assignment at their home location. Such five (5) hours shall commence from the time the employees are released from service at their home locations.
- 10.4 Employees will be called as soon as possible before departure from home terminal. Upon return to home terminal they will deliver tools at points designated.
- 10.5 Employees called for emergency service shall be paid at straight time rates for all time working, waiting or travelling during those hours within their regular hours of duty as established at the home terminal, and time and one-half during overtime hours except as otherwise provided in Rule 9.5. Such employees relieved from duty for five (5) hours or more between the hours of 2100 and 0700 hours will not be paid for such time, provided sleeping accommodation is available aboard our trains or elsewhere and provided they are not disturbed by emergency work during such five (5) hours or more. The Service Manager is the only individual who can require an employee to perform emergency work during the rest period.

- 10.6 Employees called during overtime hours for emergency service who report for work but not used, will be paid the equivalent of four (4) hours at straight time rates.
- 10.7 Employees called for emergency service who are thereby prevented from working their regular hours at their home terminal, shall be paid for a total of not less than the equivalent of eight (8) hours at straight time rates for each regular work day. This rule shall also apply on rest days with the exception that, if held over on rest days and not required to work they shall be paid a maximum of eight (8) hours at straight time rates for each rest day so held.
- 10.8 Employees called for emergency service where meals and lodging are not provided shall be allowed actual necessary expenses. Receipts to cover actual necessary expenses are not required, except when such exceed \$4.50 for breakfast, \$5.00 for lunch and \$7.00 for dinner.
- 10.9 The methods of payment provided for in this Rule shall apply except as they may be affected by the application of the provisions governing service on general holidays.
- 10.10
- a) Train Monitors who are assigned to trains on a regular or occasional basis to monitor and/or make immediate repairs En route, under the direction of the operating crews, shall be paid in accordance with this rule.
  - b) Secondary positions for Train Monitors will be bulletined annually in September/October in each location by classifications. Such position will not affect the regular rest days, rate of pay or shift of successful applicants.
  - c) Train monitors will be required to possess the qualification of “qualified locomotive inspector” and/or “certified car inspector” specific to their trade.
  - d) Within (30) days of acquiring a position of Train Monitor, the Corporation will provide specific instructions and training in order to carry out the duties of a Train Monitor. The applicant must pass the qualifying test specific to their trade to demonstrate the skills required to safely perform assigned tasks to a successful conclusion.
  - e) Train Monitors are assigned from the classification in which the preponderance of the work is expected to be performed. All overtime worked as a Train Monitor will be charged as an overtime opportunity as setout in Appendix 6 of the Collective Agreement.
  - f) The Corporation reserves the right to assign technical or management personnel to conduct En Route analysis and problem solving of trains or individual equipment, assisted by operating crews.

**RULE 11  
RATES OF PAY**

11.1 (a)

	<b>HOURLY RATES OF PAY AND PREMIUMS</b>				
<b>Classifications</b>	<b>Dec. 31, 2015</b>	<b>Jan. 1, 2016</b>	<b>Jan. 1, 2017</b>	<b>Jan. 1, 2018</b>	<b>Jan. 1, 2019</b>
<b>Electrician</b>	31.96	32.60	33.42	34.26	35.29
<b>Lead Hand Electrician</b>	33.21	33.85	34.67	35.51	36.54
<b>Railway Car Technician</b>	31.96	32.60	33.42	34.26	35.29
<b>Lead Hand Railway Car Technician</b>	33.21	33.85	34.67	35.51	36.54
<b>Diesel Engine Mechanic</b>	31.96	32.60	33.42	34.26	35.29
<b>Lead Hand Diesel Engine Mechanic</b>	33.21	33.85	34.67	35.51	36.54
<b>Red Circle Helper</b>	26.27	26.80	27.47	28.16	29.00
<b>General Worker</b>	25.70	26.21	26.87	27.54	28.37
<b>Lead Hand General Worker</b>	26.95	27.46	28.12	28.79	29.62
<b>Apprentice</b>	Will be paid in accordance with Rule 24.3 (c) of the present Collective Agreement.				

- (b) Effective September 1, 2004 employees filling the Lead Hand position under Rule 23 will receive an additional \$1.25 per hour for all time so occupied. This increase is included in the rates.
- (c) Employees filling the positions of Pre-Inspector under Rule 22.2 (e) will receive an additional \$1.00 per hour.
- (d) Employees filling the bulletined position of Training coaches will receive an additional \$1.25 per hour. This increase is included in the rate.

(e) A journeyperson holding a valid provincial certificate or a Certificate of Qualification or a recognized Certificate of Apprenticeship or equivalent, or a *Unifor* Skilled Trades Card, or who has achieved trade equivalency in a trade such as RCT, DEM, *electrician*, electronic lab technician, welder, mechanical refrigeration, *machining technician*, and others, as approved by the Trades Advisory Group, and who is capable of working such, will be entitled to hourly qualification pay of \$1.00 for the above mentioned trades.

11.2 (a) General Workers assigned to operate tractors, man lifts (JFG) and portable cranes, will be paid at the established Red Circle Helper's rate of pay for the time so worked.

(b) General Workers assigned to washing or blowing of HVAC condensers and plugging and unplugging 480 volts cable to shore power will be paid at the established Red Circled Helper's rate of pay for the time so worked.

11.3 When an employee is required to temporarily relieve on a higher rated position coming under this Agreement, such employee shall receive the higher rate of pay but if required to temporarily relieve on a lower rated position, such employee's rate of pay will not be reduced.

11.4 Employees whose regularly assigned shifts commence between 14:00 and 21:59 hours (evenings) or between 22:00 and 05:59 hours (nights) shall receive a shift differential as follows:

<b>Shift Differentials</b>	<b>Jan. 1, 2013</b>	<b>Jan. 1, 2014</b>	<b>Jan. 1, 2015</b>
<b>14:00 - 21:59</b>	0.75	0.75	0.75
<b>22:00 - 05:59</b>	1.00	1.00	1.00

*Overtime shall not be calculated on the shift differential nor shall the shift differential be paid for paid absence from duty such as vacations, general holidays, etc.*

## **11.5 Canadian Armed Forces Reserves at VIA Rail**

**March 17, 2016**

**Ken Hiatt  
President, Local 100, Unifor**

**Dear Sir,**

**During our current round of bargaining we met regarding leaves of absence for reservists. 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. Local 100 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 Agreement 3 upon renewal.**

Yours very truly,

(Original signed by E. Houlihan)

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Edward Houlihan  
Director, Employee Relations  
VIA Rail Canada

Agreed the 17<sup>th</sup> day of March 2016

(Original signed by K. Hiatt)

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Ken Hiatt, President, Unifor, Local 100

## **RULE 12 SENIORITY**

- 12.1 A new employee shall not be regarded as permanently employed until such employee has actually worked sixty-five (65) days. Management may extend the probationary period up to a maximum of one-hundred-thirty (130) days with the written consent of the Lodge Chairperson, subject to approval of the Regional Vice-President. In the meantime, unless removed for cause which, in the opinion of the Corporation renders the employee undesirable for its service, the employee shall accumulate seniority from the date such employee enters the respective classification under this Agreement.
- 12.2 Seniority of employees covered by this Agreement shall, except as provided herein, be confined to the seniority terminal at which employed and to the date of entry into their respective classification. These classifications are:
- Electrician  
Railway Car Technician  
Diesel Engine Mechanic  
Apprentice  
General Worker
- 12.3 When two (2) or more employees commence work in the same seniority classification on the same day, the procedure for establishing their relative seniority standing shall be determined as follows:
- (i) the employee with the greatest previous service in the craft within the Corporation shall be senior;

- (ii) if (i) is the same, the employee with the greatest amount of previous service with the Corporation shall be senior;
- (iii) If (ii) is the same, the employee who first submitted an electronic application form to the Corporation for employment shall be senior; and
- (iv) If (iii) is the same, the employees' names shall be placed on the seniority list through a regional accord.

The foregoing criteria shall be applied in the sequence shown and only to the extent required to make a determination.

12.4 The terminal (and/or regional) seniority lists shall be compiled and posted in December of each year, and shall be open for correction for a period of sixty (60) calendar days after being posted. If exceptions are taken or requests made for corrections, same must be made in writing to the immediate officer in charge, with copy to the Lodge Chairperson and the Regional Vice-President, within the sixty (60) calendar day limit. If no exceptions are taken to a seniority list date within the sixty (60) calendar day limit after it is first posted, the date shall be established as correct and not changed thereafter, except through a regional accord or for correction of typographical errors.

Seniority lists will be open for investigation and copies shall be furnished by the Corporation to the Lodge Chairperson and the Regional Vice-President.

12.5 Effective January 1<sup>st</sup>, 2001 an employee's seniority will be forfeited, his or her name will be removed from the seniority list and his or her employment terminated, if in any twenty-four (24) months the employee has no compensated service under this agreement. This period of twenty-four (24) months will be extended until such time as the weekly layoff benefits terminate. Upon completion of the twenty-four (24) month period, if the affected employee wishes to maintain his or her seniority, they must notify the Director of the Maintenance Centre or his or her designate in writing.

This request must be renewed annually and must be delivered prior to January 31<sup>st</sup> of each year. An authorized leave of absence other than lay-off, such as for illness, injury, Union leave, WCB or granted leave requested by the employee, is considered to be compensated service under this agreement. The designated Lodge Chairperson shall be provided with a list of the names of those employees who will be removed from the seniority list through the application of this rule. The Corporation will notify to their best ability the above mentioned employees.



**Permanent Supervisor**

An employee holding seniority under this Agreement and who is presently filling or who may in the future be promoted to an official or any 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 a period of six (6) cumulative months. The Regional Vice-President shall be advised of any promotions.

Thereafter, such employee will cease to accumulate any further seniority until such employee returns to a position within the bargaining unit. The Regional Vice-President shall be advised when the promotion is of a permanent nature. The period of six (6) cumulative months may be extended through a regional accord.

If released from a permanent official or excepted position, the employee must within thirty (30) calendar days after such release, either displace the junior employee in his or her seniority terminal or exercise seniority to a vacancy or a newly created position at his or her seniority terminal; if such employee fails to do so his or her name shall be deleted from the seniority list(s). The Regional Vice-President shall immediately be advised of the date released and consulted to discuss the nature of the newly created position prior to the bulletin process.

**Relief/Temporary Supervisor**

An employee holding seniority under this Agreement and who is presently filling or who may in the future be temporarily promoted to an official or any 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 a period of twelve (12) cumulative months. The appropriate officer of the Corporation shall advise the Lodge Chairperson and Regional Vice-President of such promotions, including the duration thereof. The period of twelve (12) cumulative months may be extended through a regional accord.

If released from an official or excepted position will, within seven (7) calendar days of release from such temporary employment, revert to the permanent position held prior to being promoted if such position was filled in accordance with Rule 13. If the permanent position held prior to being promoted has been abolished or not filled in accordance with Rule 13, the employee must exercise his or her seniority in accordance with Rule 14.

## **Non-Supervisory Position**

An employee holding seniority under this agreement and who is presently filling or who may in the future be temporary promoted to an official non-supervisory position with the Corporation which is excepted from any provision of this 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.

The Corporation will notify Lodge Chairperson of such promotion including the purpose of the assignment and the expected duration thereof.

An employee temporarily promoted to an official or excepted non-supervisory temporary position will, within seven (7) calendar days of release from such temporary employment, revert to the permanent position held prior to being promoted if such position was filled in accordance with Rule 13. If the permanent position held prior to being promoted has been abolished or not filled in accordance with Rule 13, the employee must exercise his or her seniority in accordance with Rule 14. The appropriate officer of the Corporation shall advise the Lodge Chairperson when the employee is returned to the bargaining unit.

**NOTE:** Also refer to Appendix X

- 12.7 For employees on lay-off, leave of absence, annual vacation or absence because of illness or injury, at the time of posting, the sixty (60) day time limits specified in Rule 12 shall begin on the date of the employee's return to service.
- 12.8 The regional seniority territories in VIA Rail Canada Inc. are: VIA West, VIA Ontario, VIA Quebec (including Ottawa), and VIA Atlantic (including Gaspé).
- 12.9 The present seniority territories shall not be changed except through a national accord.

## **RULE 13**

### **BULLETINING AND FILLING POSITIONS**

- 13.1 When vacancies occur for which replacements are required, or new jobs are created or additional staff is required in a classification for an expected period of ninety (90) calendar days or more, such vacancies or new jobs shall be bulletined for a period of not less than seven (7) calendar days to employees in the classification at the seniority terminal where they are created, and will be awarded to the senior employees, subject to Rule 13.6. The Lodge Chairperson or designate is to be consulted accordingly.

**NOTE:** In the application of Rule 13.1, employees who have only held temporary positions and/or temporary vacancies will only be considered for permanent vacancies in their classification in accordance with their regional seniority as provided for in Rule 13.3.

13.2 When vacancies occur or new jobs are created or additional staff is required in a classification, for an expected period of less than ninety (90) calendar days, such vacancies or new positions may be claimed by the senior qualified employees from the respective location within the home seniority terminal desiring same; the Lodge Chairperson shall be consulted accordingly.

Employees assigned to fill positions under Rule 13.2 shall be considered as temporarily assigned and on completion of such temporary positions they shall be returned to their former basic regular assignments. For the purpose of this Rule annual vacation relief, leave of absence, sickness, injury, etc., shall be positions coming under the scope of Rule 13.2.

**NOTE:** In the application of Rules 13.1 and 13.2, an employee who is awarded a position within such employee's seniority terminal will be permitted to assume the position within twenty eight (28) calendar days from the date of the closing of the bulletin. The name(s) of the successful applicant(s) shall be posted within fourteen (14) calendar days of the closing date. An employee who is awarded a position under these Rules will not be awarded the vacancy caused by such employee's departure from such employee's former position unless such employee is the only qualified applicant.

13.3 (a) If a vacancy or new position of an expected duration of ninety (90) calendar days or more requiring additional staff is not filled by an employee in the classification at a home seniority terminal, it shall be bulletined for not less than seven (7) calendar days, to employees holding seniority in the classification on the Region. Subject to qualifications, seniority will govern. The Lodge Chairperson and Regional Vice-President shall receive a copy of such bulletins.

(b) Employees who transfer under Rule 13.3 shall, after ninety (90) calendar days forfeit their seniority at the seniority terminal from which transferred and shall carry their seniority rights to the new seniority terminal; except that an employee on laid-off status at their home seniority terminal may exercise his or her rights under Rule 13.3 without forfeiting his or her seniority at his or her home seniority terminal.

**NOTE:** See Rule 25: Prior to hiring a new employee, part-time employees shall have the right to apply for a vacancy in their classification once the provisions of Rules 13.2 and 13.3 have been exhausted.

13.4 In the event that there is no successful applicant to the vacancies after the application of Rules 13.1, 13.2, and 13.3 and the regular apprenticeship schedule is not providing enough employees to carry out the work, General Workers may be promoted to fill such vacancies until such time as qualified Electricians, Railway Car Technicians, or Diesel Engine Mechanics become available.

13.5 In the event that Rule 13.4 does not provide enough employees to meet the requirements of the service, other tradesperson covered by this Agreement may be transferred or hired, subject to his or her experience, ability to pass the Corporation's qualifying test and ability to demonstrate the required skills to safely perform the work to a successful conclusion.

13.6 An employee claiming a position in the exercise of seniority, who in the judgement of the Corporation cannot reasonably be expected to qualify to perform the duties required within a period of thirty (30) calendar days or less, shall not be denied such position without prior consultation with the Lodge Chairperson.

An employee exercising seniority, who, in the judgement of the Corporation can reasonably be expected to qualify for the position claimed, shall be allowed a trial period of thirty (30) calendar days which may be extended to ninety (90) calendar days. The Lodge Chairperson shall be consulted and such request will not be unduly or arbitrarily denied.

During such trial period the Company shall provide relatable training to the duties to be performed. Such training may be terminated where the employee does not demonstrate sufficient progress or aptitude to successfully complete the training.

Should an employee be denied a position being claimed in the exercise of seniority, or should such employee fail to qualify during a trial period, the employee and Lodge Chairperson will be entitled to receive an explanation in writing upon request, from the officer of the Corporation including the reason for the decision rendered, which may be subject to appeal in accordance with the grievance procedure.

Where an employee is disqualified from holding a position at any time during the specified trial period, such employee will be returned to his or her former position. This will not necessitate additional bulletins.

13.7 When it becomes necessary to transfer work from one seniority terminal or Region, to another seniority terminal or Region, not more than a sufficient number of employees to perform such work shall, in seniority order be given the opportunity to transfer, carrying their seniority rights with them. The Local President and the proper officer of the Corporation shall cooperate to determine the number of employees who shall transfer.

Employees who transfer under Rule 13.7 shall, after ninety (90) calendar days, lose their seniority at their original seniority terminal.

13.8 Employees sent out to temporarily fill vacancies at an outlying terminal, or sent out on a temporary transfer to an outlying terminal will be paid continuous time from time ordered to leave home terminal to time of reporting at terminal to which sent, straight time rates to be paid for straight time hours at home terminal and for all other time, whether waiting or travelling. If on arrival at the outlying terminal there is an opportunity to go to bed for five (5) hours or more before starting work, time will not be allowed for such hours.

While at such outlying terminal they will be paid straight time and overtime in accordance with the bulletin hours at that terminal, and will be guaranteed not less than eight (8) hours for each day.

Where meals and lodging are not provided by the Corporation, actual necessary expenses will be allowed.

On the return trip to the home terminal, straight time for waiting or travelling will be allowed up to the time of arrival at the home terminal.

If required to leave home terminal during overtime hours, employees will be allowed one hour preparatory time at straight time rate.

13.9 The time limits specified in Rule 13 shall begin on the date of the employees' return to service for employees on leave of absence, annual vacation or absence because of illness or injury.

## **RULE 14**

### **STAFF REDUCTION, DISPLACEMENT AND RECALL TO SERVICE**

14.1 The exercising of seniority within a seniority terminal to displace a junior employee shall not be permitted except when positions are abolished, or rate of pay or hours of work or days off are changed.

The affected employee shall have the right to displace the junior employee in the designated work location of his or her choice with the shift, days off, and hours of work and rate of pay of his or her choice.

For the purpose of Rule 14.1 the designated work location shall be as defined in Bulletining and Filling of Positions in accordance with Rule 13.1.

The employee initially affected shall be given, during his or her regular working hours, as much advance notice as possible but, in any event, not less than twenty-four (24) hours. The affected employee shall make his or her intentions known to his or her supervisor in writing within forty-eight (48) hours of notification and subsequent displacement(s) shall be made without undue delay. Failure to do so will result in the affected employee being assigned to the position held by the junior employee or an existing vacancy in the affected employee's classification in the terminal that the employee is qualified to fill. The Lodge Chairperson shall be consulted accordingly.

14.2 When it becomes necessary to lay off employees for any reason, the force shall be reduced in each classification in reverse seniority order of Rule 12.2 and employees in training as Electricians, Railway Car Technicians or Diesel Engine Mechanics will be reduced in reverse order of their date of entry into his or her respective set-up classification.

14.3 When it becomes necessary to make a reduction in staff at any seniority terminal, at least four (4) working days' advance notice shall be given the employees affected, and lists shall be furnished to the Lodge Chairperson and Regional Vice-President. This does not apply to laid-off employees who have been temporarily employed for a duration of less than sixty-five (65) days actually worked to meet special requirements.

In the event that a strike or work stoppage by employees in the Railway industry is called on less than four (4) days' advance notice, a shorter notice may be given under Rule 14.3.

14.4 An employee laid-off from his or her seniority terminal may:

(a) Within thirty (30) calendar days displace the junior employee in his or her respective classification at the nearest seniority terminal, then on the region. Such employee shall retain his or her seniority rights at his or her home seniority terminal and shall be subject to recall to his or her home seniority terminal in seniority order for vacancies of expected duration of ninety (90) calendar days or more.

An employee who accepts recall to his or her home seniority terminal within seven (7) calendar days will return thereto within fifteen (15) calendar days from the date of his or her acceptance and shall forfeit his or her seniority in his or her former seniority terminal.

An employee who declines to accept such recall within seven (7) calendar days shall forfeit his or her seniority rights at his or her home seniority terminal and shall retain his or her seniority rights at his or her new seniority terminal; or

**NOTE:** In the application of this Rule 14.4 (a), should more than one employee elect to displace at the same terminal, then they shall have the right, in seniority order, to displace any of the junior employees to be affected.

- (b) Elect to remain on lay-off status at his or her home seniority terminal subject to recall at that terminal.
- (c) An employee who transfers in accordance with Rule 14.4 shall hold seniority rights at only two seniority terminals on his or her Region, that is, at his or her home seniority terminal and at the seniority terminal to which such employee last transferred.

14.5 In the application of Rules 14.1 and 14.4, the provisions of Rule 13.6 will apply.

14.6 In the restoration of forces, laid-off employees shall be recalled in seniority order. A laid-off employee shall be notified by registered mail at his or her last known address and shall be returned to his or her former classification in which such employee holds seniority at his or her home seniority terminal. If there are insufficient laid off tradesperson available, employees who were in training will be required, in seniority order, to again accept promotion in their respective trainee classification. The Lodge Chairperson shall be furnished with a list of employees to be recalled to service.

A laid-off employee who has not displaced in accordance with Rule 14.4 (a) shall retain his or her seniority rights in his or her respective classification at his or her home seniority terminal and shall be subject to recall to his or her home seniority terminal in seniority order. An employee shall, at the end of seven (7) calendar days, unless satisfactory reason is given therefore, forfeit his or her seniority rights in the classification to which recalled at his or her home seniority terminal if such employee declines to accept recall to vacancies of an expected duration of ninety (90) calendar days or more.

14.7 It shall be incumbent upon the employee on lay-off, and the employee who has displaced on his or her Region in accordance with Rule 14.4 to register his or her current address with the appropriate officer at his or her home seniority terminal.

- 14.8 Except as provided in Rule 14.6, the time limits specified in Rule 14 shall begin on the date of the employees' return to service for employees on leave of absence, annual vacation or absence because of illness or injury.

## **RULE 15 REHABILITATION**

- 15.1 When an employee becomes physically disabled and is unable to perform the regular duties of his or her assigned position or exercise his or her seniority within his or her terminal to a position which such employee is capable of performing, the Regional Vice-President and Officer, Labour Relations or their designates will meet with the view of providing continued employment to the employee within the existing work force.
- 15.2 The parties may, through a regional accord, place a disabled employee on a position that such employee qualifications and ability allow the employee to perform, notwithstanding that it may be necessary to displace an able-bodied employee so as to provide suitable employment. The permanently assigned employee so displaced will be allowed to exercise seniority onto a position that such employee is qualified for and has the qualifications to perform.
- 15.3 A disabled employee placed on a position shall not be displaced by an able-bodied employee so long as such employee remains on that position except when a senior employee is otherwise unable to hold a position within his or her seniority terminal.
- 15.4 Should the disabled employee subsequently recuperate, such employee shall be subject to displacement, in which case such employee will exercise seniority rights.
- 15.5 When a senior able-bodied employee believes that the provisions of Rule 15 will result in undue hardship, the Regional Vice-President may discuss the circumstances with the Regional Director.
- 15.6 In dealing with rehabilitation employees, service with the Corporation shall govern in respect of preference of shift and/or employment.
- 15.7 When rehabilitation employees are not available, employees who have given long and faithful service and who have become unable (difficulty) to handle heavy work to advantage will be assigned (subject to pension regulation age limits) to such position.



- 15.8 Employees may transfer through a regional accord under Rule 15 (Rehabilitation), from one seniority terminal to another within their Region with a view to accepting a permanent transfer shall, after ninety (90) calendar days, lose their seniority at the seniority terminal they left and will be allowed to carry their seniority rights with them to the seniority terminal to which transferred.

## **RULE 16 VACATIONS**

- 16.1 An employee who, at the beginning of the calendar year, is not qualified for vacation under Rule 16.2, shall be allowed one working day's vacation with pay for each twenty-five (25) days' cumulative service, or major portion thereof, during the preceding calendar year, with a maximum of ten (10) working days until qualifying for further vacation under Rule 16.2.

- 16.2 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 and has completed at least 750 days of cumulative service, shall have his or her vacation scheduled on the basis of one working day's vacation with pay for each 16-2/3 days of cumulative service, or major portion thereof, during the preceding calendar year, with a maximum of fifteen (15) working days; in subsequent years, such employee will continue vacation entitlement on the foregoing basis until qualifying for additional vacation under Rule 16.3.

**NOTE (1):** An employee covered by Rule 16.2 will be entitled to vacation on the basis outlined therein if on his or her fourth or subsequent service anniversary date such employee achieves 1,000 days of cumulative service; otherwise such employee's vacation entitlement will be calculated as set out in Rule 16.1. Any vacation granted for which the employee does not subsequently qualify will be deducted from the employee's vacation entitlement in the next calendar year. If such employee leaves the service for any reason prior to his or her next vacation, the adjustment will be made at the time of leaving.

- 16.3 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 nine (9) years and has completed at least 2,250 days of cumulative service, shall have his or her vacation scheduled on the basis of one working day's vacation with pay for each 12-1/2 days of cumulative service, or major portion thereof, during the preceding calendar year, with a maximum of twenty (20) working days; in subsequent years, such employee will continue vacation entitlement on the foregoing basis until qualifying for additional vacation under Rule 16.4.

**NOTE (2):** An employee covered by Rule 16.3 will be entitled to vacation on the basis outlined therein if on his or her tenth or subsequent service anniversary date such employee achieves 2,500 days of cumulative service; otherwise such employee's vacation entitlement will be calculated as set out in Rule 16.2. Any vacation granted for which the employee does not subsequently qualify will be deducted from the employee's vacation entitlement in the next calendar year. If such employee leaves the service for any reason prior to his or her next vacation, the adjustment will be made at time of leaving.

16.4 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 eighteen (18) years and has completed at least 4,500 days of cumulative service, shall have his or her vacation scheduled on the basis of one working day's vacation with pay for each ten (10) days of cumulative service, or major portion thereof, during the preceding calendar year, with a maximum of twenty-five (25) working days; in subsequent years, such employee will continue vacation entitlement on the foregoing basis until qualifying for additional vacation under Rule 16.5.

**NOTE (3):** An employee covered by Rule 16.4 will be entitled to vacation on the basis outlined therein if on his or her nineteenth (19) or subsequent service anniversary date such employee achieves 4,750 days of cumulative service; otherwise his or her vacation entitlement will be calculated as set out in Rule 16.3. Any vacation granted for which the employee does not subsequently qualify will be deducted from the employee's vacation entitlement in the next calendar year. If such employee leaves the service for any reason prior to his or her next vacation, the adjustment will be made at time of leaving.

16.5 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 twenty-six (26) years and has completed at least 6,500 days of cumulative service, shall have his or her vacation scheduled on the basis of one working day's vacation with pay for each 8-1/3 days of cumulative service, or major portion thereof, during the preceding calendar year, with a maximum of thirty (30) working days.

**NOTE (4):** An employee covered by Rule 16.5 will be entitled to vacation on the basis outlined therein if on his or her twenty-seventh (27) or subsequent service anniversary date such employee achieves 6,750 days of cumulative service; otherwise his or her vacation entitlement will be calculated as set out in Rule 16.4. Any vacation granted for which the employee does not subsequently qualify will be deducted from the employee's vacation entitlement in the next calendar year. If such employee leaves the service for any reason prior to his or her next vacation, the adjustment will be made at the time of leaving.

16.6 A year's service is defined as 250 days of cumulative service.

16.7 In computing service under Rules 16.1, 16.2, 16.3, 16.4, and 16.5, days worked in any position covered by similar vacation agreements shall be accumulated for the purpose of qualifying for vacation with pay.

16.8 Provided an employee renders compensated working service in the calendar year, time off duty, account of bona fide illness, injury, authorized pregnancy leave, to attend committee meetings, 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 in that year for vacation purposes.

16.9 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, such employee shall be given at least fifteen (15) working days' advance notice of such rescheduling and will be paid overtime rates for all work and will be granted vacation with pay to which such employee is entitled at a later date.

**NOTE:** Rule 16.9 does not apply where rescheduling is the result of an employee exercising his or her seniority to a position covered by another vacation schedule, nor to trainees moving between vacation schedules.

16.10 An employee who, while on annual vacation, becomes ill or is injured, shall have the right to terminate (temporarily) his or her vacation and be placed on weekly indemnity. An employee who is again fit for duty shall immediately so inform the officer of the Corporation in charge and will continue his or her vacation if within his or her scheduled dates. If the remaining vacation falls outside the employee's scheduled dates, such vacation will be re-scheduled through a local accord.

16.11 An employee who, due to illness or injury, is unable to take or complete his or her annual vacation in that year, shall at the option of the employee, have the right to carry such vacation into the following year.

- 16.12 An employee shall be compensated for vacation at the hourly rate of pay such employee would have earned had such employee been working during the vacation period.
- 16.13 (a) An employee who terminates his or her employment or whose employment is terminated for any reason shall be allowed vacation for time worked during the year in which such employee is terminating, as provided for in Rules 16.1, 16.2, 16.3, 16.4, and 16.5 and, if not granted, will be allowed vacation pay in lieu thereof. It is understood that the foregoing is in addition to any unused period of vacation with pay standing to his or her credit for the time worked during the previous calendar year.
- (b) An employee who is retiring may at his or her option elect to either take his or her vacation prior to the last day of the month in which such employee retires or work until the last day of said month and receive a lump sum payment equivalent to his or her remaining vacation. Such lump sum in lieu of pre-retirement vacation will not be included in earnings for the purpose of calculating pensionable earnings for the VIA Pension Plan.
- 16.14 An employee who is laid-off shall be paid for any vacation due at the beginning of the current calendar year and not previously taken, and, if not subsequently recalled to service during such year, shall, upon application, be allowed pay in lieu of any vacation due at the beginning of the following calendar year.
- 16.15 An employee who (a) leaves the service of his or her own accord, or (b) is dismissed for cause and not reinstated in his or her former seniority standing within two (2) years of date of such dismissal, will, if subsequently returned to the service be required to again qualify for vacation with pay as provided for in Rules 16.1, 16.2, 16.3, 16.4, and 16.5.
- 16.16 An employee who has become entitled to vacation with pay shall be granted such vacation within a twelve (12) month period immediately following the completion of the calendar year of employment in respect of which the employee became entitled to the vacation.
- 16.17 The recognized vacation period will be from February to November, inclusive. Through a local accord, vacations may be taken outside of the recognized period. Where additional relief is required and cannot be obtained and the requirements of the service make it necessary to extend the recognized vacation period, the Manager and Lodge Chairperson will be required to work out a practical arrangement.

16.18 Applications for vacation from employees filed between December 15 of the previous year and January 31, shall insofar as is practicable to do so be given preference in order of seniority of the applicants. Such applicants will have preference over later applicants. Applicants will be advised in February of the dates allotted them and unless otherwise locally arranged employees must take their vacation at the time allotted. Notices of vacation periods will be posted prior to December 15. The dates mentioned in Rule 16.18 may be changed by local accord.

**NOTE:** Employees requesting vacation in February must file their applications for vacation before November 30<sup>th</sup> of the previous year to be approved before January 15.

16.19 In the application of Rule 16.18:

- (a) employees with vacation entitlement of two (2) weeks or less **will be permitted to split their annual vacation on the basis of one week/one week;**
- (b) employees entitled to more than two (2) weeks but no more than three (3) weeks annual vacation, may split their vacation on the basis of: two weeks/one week (or portion thereof);
- (c) employees entitled to more than three (3) weeks but no more than four (4) weeks annual vacation, may split their vacation on the basis of two weeks/two weeks, or three weeks/one week (or portion thereof);
- (d) employees entitled to more than four (4) weeks but no more than five (5) weeks annual vacation, may split their vacation twice on the basis of two weeks/two weeks/ one week (or portion thereof), or other weekly combinations;
- (e) employees entitled to more than five (5) weeks annual vacation, may split their vacation twice on the basis of two/weeks/two weeks/two weeks; three weeks/two weeks/one week; (or portion thereof) or other weekly combinations, except that the Corporation will have the option of:
  - (i) scheduling an employee for (5) five weeks' vacation with the employee being paid for the sixth (6) week at pro rata rates; or
  - (ii) splitting the vacation allotment on the basis of five weeks/one week.

- 16.20 Where an employee's vacation is split under Rule 16.19 above:
- The first period of the split vacation may be taken at any time during the recognized vacation period in accordance with the employee's seniority and choice as specified in Rule 16.18.
  - The second and third periods of the split vacation may not be taken until all junior employees have been allocated vacation dates. They may then be taken in accordance with the employee's seniority and choice as specified in Rule 16.18.
- 16.21
- (a) At the Montreal Maintenance Centre, the employer reserve the right to cease its operations for vacation purposes which does not have any effect on the daily train scheduling operations. Management will advise the local representative of the Union, prior to January 15<sup>th</sup> of each year, of its intent to cease operations in certain departments for vacation purposes. The Corporation and the Union will mutually agree to the dates of the shutdown period. Should the parties not come to an agreement prior to January 15 of each year, the vacation period for summer shutdown will be the last two (2) weeks of July and the first two (2) weeks of August.
  - (b) The summer vacation shutdown period will be for a maximum period of four consecutive weeks for annual vacation purposes. The summer shutdown period will be between June 24<sup>th</sup> and Labour day of each year.
  - (c) Winter vacation shutdown period will be for a maximum period of 5 working days, exclusive of General Holidays. The winter vacation shutdown period will be between December 20<sup>th</sup> and December 31<sup>st</sup> of each year.
  - (d) Policy
    - Presumption is employees in the department will take vacation during the shut down.
    - Those who wish to take vacation outside the shutdown must have a minimum of 4 weeks vacation.
    - **Employees entitled to three (3) weeks and less must take the summer shutdown.**
    - Employees entitled to **four (4) weeks** annual vacation can take a maximum of one week vacation outside the **summer** shutdown.
    - **Employees entitled to five (5) weeks annual vacation can take a maximum of two (2) weeks' vacation outside the summer shutdown.**

- **Employees entitled to six (6) weeks annual vacation can take a maximum of three (3) weeks' vacation outside the summer shutdown.**
- The Senior Manager of Projects and Lodge Chairperson will approve vacation outside the shutdown period based on seniority and project requirements.

#### Process

- Those who want vacation outside the shutdown will advise their supervisor in writing between December 15 of the previous year and January 31.
- The servicing department will bid their vacation as per the CA
- All those in servicing who bid vacation during the shutdown but were not awarded vacation will be listed
- Those in projects who wish to take vacation outside the shutdown period will be offered the positions listed, in seniority order
- To take a position during shutdown they must be qualified to do the work of said position.
- In turn, they will then take their vacation outside the shutdown period as requested.
- Exception to the above may be made only through a local agreement.

- 16.22 Employees who do not apply for vacation prior to February 1<sup>st</sup> shall be required to take their vacation at a time to be prescribed by the Corporation unless otherwise arranged through a local accord.
- 16.23 Employees who exercise their seniority after vacation dates are allotted and transfer from the group to which assigned when vacation dates were allotted will be required to take their vacation at a time as locally arranged.
- 16.24 Employees desiring an advance vacation payment must make application for same not later than five (5) weeks prior to commencing their vacation. The advance vacation payment shall be four (4) per cent of the employee's previous year's earnings, less an appropriate amount (approximately 30 per cent) to cover standard deductions.
- 16.25 The supervisor in charge and the Local Chairperson of the employees will, as far as practicable, make local arrangements to carry on the work while employees are on vacation with the object of avoiding additional expenses to the Corporation but if this is not practicable, employees engaged temporarily, or employees temporarily promoted from one position to another, to provide vacation relief, will, if definitely assigned to fulfil the duties and responsibilities of a higher rated position, be paid the schedule rate applicable to such position.

**RULE 17**  
**GENERAL HOLIDAYS**

17.1 Except as otherwise provided in this Collective Agreement, the following general holiday provisions shall be applicable in respect of general holiday entitlement:

17.2 An employee who qualifies in accordance with Rule 17.4 shall be granted a holiday with pay on each of the general holidays enumerated below. When a general holiday falls on an employee's rest day, such holiday shall be moved to the normal working day immediately following the employee's rest day.

Holidays	Atlantic	Québec	Ontario	West	Alberta
New Year's Day	X	X	X	X	X
Day after New Year's		X			
Family Day			X	X	X
Good Friday	X	X	X	X	X
Easter Monday	X				
Victoria Day	X	X	X	X	X
St. Jean Baptiste		X			
Canada Day	X	X	X	X	X
Civic Holiday	X	X	X	X	X
Labour Day	X	X	X	X	X
Thanksgiving Day	X	X	X	X	X
Remembrance Day	X		X	X	X
Christmas Day	X	X	X	X	X
Boxing Day	X	X	X	X	X

If the Government of Canada designates Heritage Day or such other day as a general holiday, the day so designated by the Government shall be substituted for the first Monday in August in the Province of Quebec and for Remembrance Day in the other provinces.

17.3 If, in any province or part thereof, a holiday is more generally recognized than any one of the holidays specified above, such holiday will be substituted therefore in that province or part thereof through a national accord. If the parties fail to agree that such holiday is more generally recognized, the dispute may be submitted to arbitration for final decision.



17.4 In order to qualify for pay for any one of the holidays specified in Rule 17.2 an employee:

- a) must have been in the service of the Corporation and available for duty for at least thirty (30) calendar days. This Rule 17.4 (a) does not apply to an employee who is required to work on the holiday;
- (b) must be available for duty on such holiday, if it occurs on one of his or her 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. (The holiday pay for employees in receipt of weekly sickness benefits is deemed to be included in the weekly sickness benefits). When an employee is required to work on such general holiday such employee shall be given an advance notice of four (4) calendar days, except for unforeseen exigencies of the service, in which case he or she will be notified not later than prior to the completion of his or her shift or tour of duty immediately preceding such holiday that his or her services will be required; and
- (c) must have rendered compensated service on at least twelve (12) of the thirty (30) calendar days immediately preceding the general holiday. This Rule 17.4 (c) does not apply to an employee who is required to work on the holiday.

**NOTE:** Provided that an employee is available for work on the general holiday, absences from scheduled shifts or tours of duty because of bona fide injury, hospitalization, illness for which the employee qualifies for weekly sickness benefits, authorized maternity leave and authorized union business, will be included in determining the twelve (12) of the thirty (30) calendar days referred to in Rule 17.4 (c).

17.5 A qualified employee whose vacation period coincides with any of the general holidays specified in Rule 17.2 shall receive an extra day's pay in lieu of vacation for that day(s) in addition to the pay to which the employee is entitled for that general holiday(s), unless otherwise arranged through a local accord.

17.6 An employee qualified under Rule 17.4 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 or her regular assignment.

17.7 An employee who is required to work on a general holiday shall be paid, in addition to the pay provided in Rule 17.6, at a rate equal to one and one-half times his or her regular rate of wages for the actual hours worked by him on that holiday with a minimum of three (3) hours for which three (3) hours' service may be required, but an employee called for a specific purpose shall not be required to perform routine work to make up such minimum time.

17.8 The day of a general holiday shall be as follows:

- (a) Where three (3) eight-hour shifts are worked, the recognized general holiday shall be in accordance with Rule 6.2 (b) notwithstanding the starting time of the shift.
- (b) In all instances other than as described in paragraph a) above, shifts or tours of duty commencing between 0001 hours on the morning of the general holiday and 2359 hours on the night of the general holiday, both times inclusive, shall be considered as work on that holiday, except as otherwise arranged through a regional accord.

#### **RULE 18 ATTENDING COURT**

18.1 When attending Court as witnesses for the Corporation, or, a Coroner's Inquest in which the Corporation is involved, employees will receive pay for all time lost at home terminal, with a minimum of eight (8) hours for each work day and eight (8) hours at time and one-half for assigned rest days, whether at home terminal, or away from home. On general holidays specified in Rule 17, employees shall be paid a minimum of eight (8) hours at the appropriate rate. Time and one-half will be paid for travelling during overtime hours, where employees are unable to secure sleeping car accommodation. Actual expenses will be allowed when away from home terminal and necessary expenses will be allowed when at home. When necessary, the Corporation will furnish transportation and will be entitled to certificate for witness fees in all cases.

**RULE 19**  
**JURY DUTY**

- 19.1 An employee who is summoned for jury duty and is required to lose time from his or her 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 or her position for each day lost, less the amount allowed the employee 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 ninety (90) 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. However, an employee who has been allotted his or her vacation dates may, at his or her request, have his or her vacation dates changed because the employee is called for jury duty.

**RULE 20**  
**BEREAVEMENT LEAVE**

- 20.1 Provided an employee has not less than three (3) months' cumulative compensated service, he will be granted bereavement leave, excluding rest days, with pay as defined in rule 20.2 as follows;
- (a) five (5) consecutive days of eight (8) hours or four (4) consecutive days of ten (10) hours constituting a week, upon the death of the employee's parent, child (including still born child), or spouse
  - (b) three (3) consecutive days, upon the death of the employee's brother, sister, step-child, step-parent, mother-in-law, father-in-law, brother-in-law, sister-in-law, grandparent, grandchild or any relative permanently residing in the employee's household or with whom the employee resides
- 20.2 It is the intent of this Rule to provide for the granting of leave from work on the occasion of a death as aforesaid and for the payment of regular wages for that period to the employee to whom leave is granted.

**NOTE:** In the application of this Rule "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, it means the person that qualifies as a spouse under the definition of that word in Section 2(1) of the *Canadian Human Rights Benefits Regulations*, as long as such person is residing with the employee.

20.3 If a bereavement leave occurs to an employee during his vacation period, vacation days so displaced shall be rescheduled by a local accord.

## **RULE 21**

### **LEAVES OF ABSENCE AND FREE TRANSPORTATION**

21.1 Leave of absence without pay will be granted for personal affairs, education, Canadian or International work relief, etc, for a period of up to ninety (90) calendar days when the requirements of the service will permit and to be obtained in writing. Such leaves of absence may be extended through a regional accord.

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

21.3 An employee prevented from completing a shift due to a bona fide injury sustained while on duty will be paid for his or her 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 or her full shift.

21.4 Any employee engaging in other employment while on leave of absence, except through a regional accord, shall be considered out of the service.

21.5 The arbitrary refusal of a reasonable amount of leave to employees when they can be spared, or failure to handle promptly cases involving sickness or business matters of serious importance to the employee, is an improper practice and may be handled as unjust treatment under this Agreement.

21.6 An employee unavoidably kept from work will not be discriminated against. An employee detained from work on account of sickness or for any other good cause, must, if possible, advise the supervisor in time so he or she can arrange for relief, and in all cases an employee will make prior arrangements with the supervisor to leave work before the conclusion of his or her tour of duty.

21.7 The Corporation will not discriminate against any employee who, as authorized Lodge Chairperson, from time to time, represents other employees and will grant them leave of absence when delegated to represent other employees.

A written request must be made by the President of the Local to the Director of Labour Relations for any leave of absence for a union convention or meeting requiring the attendance of more than one (1) union representative within the same department. The written request must be made fourteen (14) days prior to the leave.

21.8 Employees elected or appointed as full time salaried National or Regional representatives paid by the Union shall upon request be granted a leave of absence or loaned employee status without pay while so engaged. Such employee shall be considered as having accumulated compensated service under this agreement for vacation purposes.

21.9 (a) Employees covered by this Agreement, and those dependent upon them for support, will be granted free transportation in accordance with the Corporation's pass regulations.

(b) An employee with less than five (5) years' service who is laid-off and who is offered employment with the Corporation outside his or her terminal, will be provided with a Departmental Pass to travel to the new terminal.

(c) Employees on laid-off status and eligible dependants will be granted pass privileges in accordance with the Corporation's regulations, for the period that they remain employees of the Corporation.

21.10 Officers of the Union will be granted free transportation in accordance with the Corporation's pass regulations to represent employees covered by this Agreement.

## RULE 22

### CLASSIFICATIONS AND WORK ASSIGNMENTS

#### General Workers Classification:

- 22.1 A General Worker must be able to speak, read and write one of the official languages of Canada, and be able to successfully pass the Corporation's entrance examination, including a mechanical aptitude test.

#### General Worker's Work:

General Worker's work shall include all work involving coach cleaning of passenger cars, sandblasting, filling of passenger car water systems, replacing dry air filters, and all other work generally recognized as General Workers' work.

#### Skilled Trades Classification:

- 22.2 When it is required by the company to hire journeyman to perform the work of trades only journeymen or apprentices will be hired as defined by this collective agreement.

The schedule of work processes and related training shall be established by the Trades Advisory Committee for the following trades: **Railway** Car Technician, Electrician and Diesel Engine Mechanic.

The Trades Advisory Committee shall also establish work processes and related training for such other trades in which the corporation may subsequently decide to employ apprentices or journeymen. The Company will notify the Committee when it is prepared to consider additional apprenticeship trades.

The reorganization of the classifications of Shopcraft Workers will not be used to disqualify any of the employees in the workforce as of June 14, 1995. All said employees will be grandfathered into their existing or merged classifications with the former Machinists being placed into the Diesel Engine Mechanic classification.

(a) Electrician's Work:

Electrician's work shall include, electric wiring, maintaining, rebuilding, repairing, inspecting and installing all generators, electrical switchboards, meters, motors and controls, motor generators, magnetos, igniters, electric welding machines, electric headlights and headlight generators, storage batteries, axle lighting equipment, HVAC system's work on passengers cars and locomotives and welding on work generally recognized as Electrician's work. All inside work on public address, fire alarms and electric recording systems, radio equipment, electric clock and electric lighting fixtures. Inside and outside wiring of shops, buildings, yards and on structures, all electrical wiring and conduit work in connection therewith, including locomotives, passenger trains, passenger cars, electric tractors/trucks and buses. Repairs to wiring of ignition for internal combustion engines, magnetic, electronic and all other types of electrical control. Electric cable splicer's, electric crane operators for cranes of forty (40) ton capacity and over, and all other work generally recognized as being Electrician's work.

(b) Diesel Engine Mechanic's Work:

Diesel Engine Mechanic's work shall consist of laying out, fitting, adjusting, shaping, boring, slotting, milling, and grinding of metals used in building, assembling, maintaining, dismantling and installing locomotives and engines, pumps, cranes, hoists, elevators, pneumatic and hydraulic tools and machinery; scale building, erecting, and maintaining shafting and other shop machinery; ratchet and other skilled drilling and reaming; tool grinding and machine grinding; axle truing, wheel truing, engine inspecting; air equipment, fuel injector work; oxy-acetylene and electric welding on work generally recognized as Diesel Engine Mechanic's work; the operation of all machines used in such work, including drill presses and bolt threaders, using a facing, boring or turning head or milling apparatus; lassiter and lapping machine operators; engine truck fitter, tender truck building and repairing, crane slingers in locomotive shops on cranes of 100 tons capacity or over; and all other work generally recognized as Diesel Engine Mechanic's work.

(d) Railway Car Technicians' Work:

Railway Car Technicians' work shall consist of those duties involving locomotives, passenger cars and other work associated with the classification. It also includes the work duties described in former agreements #3, #5, #6 and #8 and all other work generally recognized as Railway Car Technicians' work.

Trade Equivalency assessment process leading to Provincial Certificate of Qualification:

22.3

The Corporation will provide journeyperson's an opportunity to obtain a Certificate of Qualification in a recognized Provincial trade, of Electrician, Diesel Engine Mechanic and Rail Car Technician.

Annually in September/October, notices will be posted for a period of fourteen (14) days. The notice will contain all relevant information pertaining to the Provincial Trade equivalency assessment program. Applicants will be selected by seniority, as determined by the Local Apprenticeship Committee.

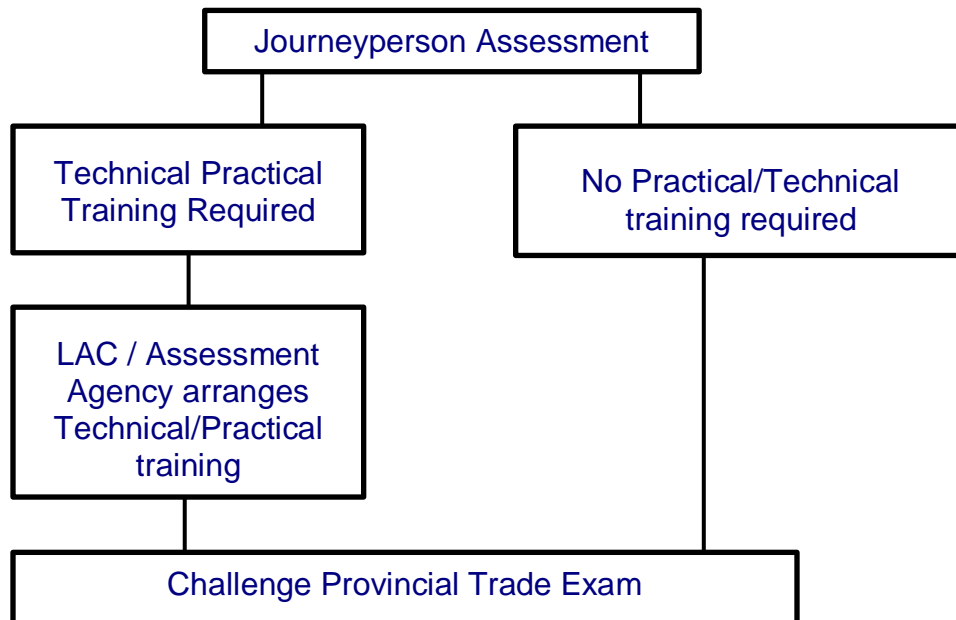
The assessment and examination fees will be borne by the corporation.

After assessment is conducted, journeyperson will have the following paths to obtain Certificate of Qualification:

- If there is no training required the LAC will arrange for Journeyperson to challenge the Provincial trade exam.
- If training is required from assessment, the LAC will assist with the on-the-job practical training. The Local Apprenticeship Committee will ensure that the journeyperson is assigned work under the supervision of a fully qualified journeyperson, Coach/Trainers or supervisor to obtain acknowledgement for that specific occupational skills training.



- The assessment agency may assist with technical or in class training, in order to secure knowledge of the trade to obtain a Certificate of Qualification in a recognized Provincial trade.



Time spent for the assessment and training will for all purposes, be considered as time worked.

#### Ozone Depleting Substances/Prevention (ODS/ODP) Training for Electricians:

- 22.4 (a) The Corporation will provide Electricians with the appropriate provincial (ODS/ODP) training and certification. Current electricians will be trained and certified by June 30, 2014.

Should the Corporation hire electricians at linepoints, they will receive the appropriate provincial (ODS/ODP) training and certification, within ninety (90) days of hire.

The LAC will assist in the coordination of the provincial (ODS/ODP) training and certification for Electricians.

Upon successful completion of training, Electricians shall receive a valid certificate. Time spent for the provincial (ODS/ODP) training will be considered as time worked for all purposes.

All electrician apprentices shall receive training and certification as a part of their apprenticeship.

## VIA Rail HVAC procedures training:

22.5 Electricians who hold a valid provincial (ODS/ODP) certificate will receive the VIA Rail HVAC procedures training in the following manner:

- Training notices will be posted for a period of not less than 14 days. The notice will contain all relevant information such as hours, location and duration of training.
- Applicants will be selected by seniority, as determined by the Local Apprenticeship Committee.
- Successful candidates will be provided training on seniority basis. Time spent training for all purposes will be considered as time worked.
- In the life of this collective agreement all currently employed electricians shall be trained
- All electrician apprentices shall receive training and certification as a part of their apprenticeship.

## Training for Canadian Welding Bureau (CWB) Certification

- 22.6
- (a) At Maintenance Centers, where welding requiring a CWB certificate is performed, the Corporation will provide training to employees in the Railway Car Technician trade to qualify for CWB Certification. Training notices will be posted for a period of not less than 14 days. The notice will contain all relevant information such as hours, location, different processes for certification and duration of training. Successful candidates will be provided training on seniority basis. Time spent training will be considered for all purposes, as time worked.
  - (b) Upon successful completion of certification of processes, the employee is required to bid for bulletined positions requiring CWB certified welders for which they were trained. For one year using the principle of senior may, junior must, they shall remain on the position for 220 shifts actually worked.
  - (c) Three (3) months prior to the employee's re-certification date (every two (2) years), the *Unifor* Skills Trades Coordinator will verify the employee's intention of recertification. All training will run concurrently within the three (3) month period.

- (d) If the employee's intention is to not remain on the welder's position or if he/she fails recertification Article 14.1 will apply within the three (3) months of the notification.

**NOTE:** Refer to Rule 11.1 (e) for employee's who are not otherwise in receipt of trades' adjustment but who do occupy a welder's position under this Rule.

## 22.7

### Pre-Inspector:

Pre-inspection work shall be confined to servicing or maintenance department only. Pre-inspector shall be responsible to inspect train consists in their entirety if time limits permit.

Pre-inspector's shall be responsible to inspect and list all tasks to be performed in their classifications and their specific department.

In addition to inspecting the trains, Pre-inspector's may also do work pertaining to their classification as set out in the work duties.

In accordance with Rule 13.1, the position will be bulletined and successful candidates shall receive appropriate training within thirty (30) calendar days of acquiring position.

Successful candidates must have an understanding of the work maintenance procedures of their classifications in their specific department.

Upon successful completion of the training, those employees will be awarded Pre-inspector positions in seniority order, within their specific department.

The creation of Pre-inspector positions shall not result in the loss of regular assigned positions in the classification, nor shall the Corporation cease training all employees in the **RCT** trade as "certified car inspector" and **DEM** trade as "qualified locomotive inspector".

VIA Rail will not be required to train or certify employees who have refused "certified car inspector" or "qualified locomotive inspector" training in the past.

## 22.8

### Incidental Work Rule

- (a) Except as is permitted by this rule, work will continue to be performed by employees in the classification to which such work is now assigned. Notwithstanding any other rules to the contrary, in order to efficiently complete an integrated work assignment involving the work of two (2) or more trades, an employee in one (1) trade may be required to do the work of another trade for short periods of time, provided that the employee is qualified to perform the work. The work that may be required to be done under this clause may include the operation of any equipment or machinery necessary for the completion of the integrated work assignment.
- (b) The maximum period of time that any employee in one (1) trade may be assigned to do the work of another under paragraph (a) shall be limited to forty-five (45) minutes in respect of any one such integrated work assignment.
- (c) Within sixty (60) days of signing of this Collective Agreement, the Corporation shall identify to the appropriate Vice President of the Union which integrated work assignment will be required to be performed under this incidental work rule for each year. The Corporation will notify the Vice President of Local 100 of any subsequent change to those integrated work assignment in writing. The parties will meet within thirty (30) days of the notice to review the proposed changes. In the event the parties cannot agree on the changes, either party may file for mediation/arbitration after the review meeting or upon expiry of the thirty (30) day period.
- (d) No employee shall be laid off as a result of the application of this incidental work rule.

## 22.9

### Assignment of Work

- (a) At Montreal and Toronto maintenance centres only, where scheduled maintenance is performed on locomotives and passenger cars, work will be separately assigned to Diesel Engine Mechanic and Railway Car Technicians. Diesel Engine Mechanic and Railway Car Technicians who are assigned to perform scheduled maintenance work on locomotives or cars may be required to perform other work which is appropriate having regard to the employee's skills, when locomotives or passenger car work to which they are regularly assigned is unavailable.
- (b) Employees covered by the agreement will not be assigned work which is inappropriate to their particular skills, training and experience.

**RULE 23**  
**PROMOTION TO POSITION OF LEADING HAND**

- 23.1 (a) When a vacancy of more than ninety (90) days occurs for the position of Lead Hand, the position will be bulletined and the senior qualified employee will be awarded to the position on the following basis:
- (i) they demonstrate familiarity with the work procedures for the gang
  - (ii) they have basic computer skills
  - (iii) they successfully pass a **series of qualifying tests to determine suitability; the Regional Vice-President will be advised of the results.**
  - (iv) they are qualified locomotive inspectors and/or certified car inspectors as required for the position.
- (b) All employees promoted to the position of Lead Hand on or before June 1, **2016** will be deemed to be selected and qualified for the position of Lead Hand.
- (c) Within (30) days of acquiring a position of Leading Hand, the Corporation will provide specific instructions and training in order to carry out the duties of a Leading Hand.
- 23.2 The duties of a Leading Hand are:
- (a) **Assist the supervisor in assigning work and** carry out instructions of his or her immediate supervisor as to workmanship on the tasks involved such as delivering work assignments;
  - (b) **Work efficiently with team members to develop solutions as required and to perform technical duties as necessary. The incumbent is expected to make well-reasoned decisions using work experience and judgment;**
  - (c) Supervise tools and other equipment for the gang under him **or her and operate computer systems and software such as Microsoft Office and Oracle;**
  - (d) Assist the immediate supervisor in ordering and seeing that material is made available for the work to be handled; **initiate Material Stocking Requests (MSRs) as required;**

- (e) **Provide support on daily activities and regular feedback to own team members, colleagues and/or peers; acknowledge others' skill sets and actively encourage sharing of that knowledge;**
- (f) **Lead the team, either in the presence or the absence of the respective supervisor, and effectively communicate information to colleagues as required;**
- (g) Assist in specific administrative tasks such as:
  - Prepare and follow on all work related documents, such as time attendance registry, for the approval of the supervisor;
  - **Maintain a tool box log book for each employee.**

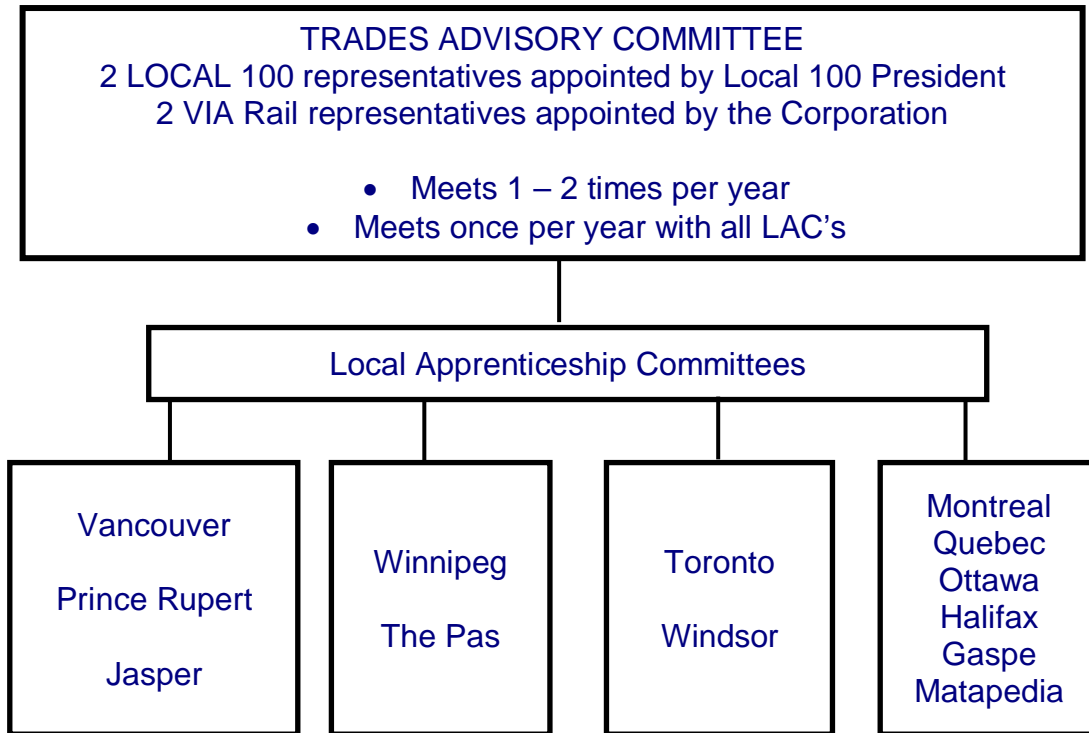
In other words, the responsibility of a Leading Hand is that of leader, even in the absence of his supervisor, and not a supervisory officer in charge, nor will lead hands have a role in the application of discipline.

## **RULE 24 APPRENTICESHIP**

- 24.1 (a) Employees promoted or hired into the *VIA-Unifor* apprenticeship program must be able to speak, read and write one of the official languages of Canada. They must have a Grade 12 Diploma or Equivalent and be able to successfully complete Corporation learning assessment/aptitude test. Subsequently, they must register into one of the recognized provincial apprenticeship programs, laid out herein.
- (b) The hiring of fully qualified employees shall be restricted to locations where there is a lack of training personnel and facilities or employees who do not meet the qualifications to be trained under Rule 24.1. In such instance, fully qualified employees so hired shall not be granted any lower classification seniority.
- (c) It is understood that an employee trained or who has received credit for the reduction of training shall be required to fulfil all obligations in respect to applying these qualifications by working on the various tasks in the future. In such instance, the seniority provisions of the collective agreement will apply.
- 24.2 (a) Except as otherwise provided, regular apprenticeship program shall be four (4) years, made up of (4) terms of 1920 hours each or a total of 7,680 hours. Regular straight time and overtime hours shall be credited as time worked toward the accumulation of apprenticeship hours. Vacation and General Holidays not worked, shall not be

credited as time worked toward the accumulation of apprenticeship hours.

- (b) An Apprentice shall mean a person engaged in learning and assisting in the trade under the supervision of or has access to a supervisor, Coach/trainer or qualified Journeyman in their respective trade.



24.3 (a) Trades Advisory Group

The Company shall ensure that all employees are properly trained to achieve trade person status within their trade and enable those employees to complete their assignments in a safe and efficient manner. On the job skill development, classroom training and E learning modules will be provided to enable employees to continually upgrade their knowledge and skill within their classification. In this regard the Corporation and the Union will create the Trade Advisory group. Any exception not indicated in rule 24 will be referred to the Advisory group.

The proper Corporation's officer and proper officer of the Union or designates assigned by the Local 100 President will review the apprenticeship programs on a quarterly basis and submit recommendations to improve the program for the Corporation's consideration. This review will also focus on apprenticeable trades evolution, including the time required to meet journeyman status.

The Corporation shall continue to provide additional training to employees when it deems appropriate. In the interest of enhancing skills to & proficiency, the Trades Advisory Group will join Industry Stakeholders in advancing Railway skills by association with other Canadian Railway Companies and the *Unifor* National Skilled Trades Department.

The Trades Advisory Group shall meet with all Local Apprenticeship Committees at least once per year to update each other on the progress of such items:

- Apprentice progress
- Review of internal training processes
- External academic training
- Trades certification
- Receive semi annual reports
- Best practices, and successes in training.

In order to facilitate the rotation of apprentices through the various training activities included in the apprenticeship program, the Corporation will identify an appropriate number and mix of positions, which will be filled by apprentices

The opportunity shall be provided for the apprentice to secure a complete knowledge of the trade as per the agreed upon apprenticeship program.

Apprentices will be assigned to these positions as required to complete their apprentice training. Such positions will not be subject to the provisions of Rule 13. Additionally the parties will cooperate to ensure that Apprentices are not assigned to work activities for which they are not sufficiently qualified. An Apprentice shall not be assigned to a Leading Hand position.

(b) Local Apprentice Committee

The Union and the Company will establish Local Apprentice Committees at Vancouver, Winnipeg, Toronto and Montreal and where apprentices are employed to provide assistance to any matters relative to apprentice training and scheduling.

Local Apprenticeship Committees (LAC) as identified shall be guaranteed adequate and sufficient time to discharge the necessary responsibilities. The Company will continue wages and benefits and necessary expenses of employee members.



LAC will be comprised of two Local *Unifor* representatives, and two Local Management employees at MMC, one Local *Unifor* representative and one Management employee at all other locations.

An apprentice must throughout his/her training continue to display the desire and aptitude to learn the trade or he/she will not be retained as an apprentice.

The LAC may recommend discipline and/or cancellation of the apprenticeship agreement of the apprentice to the Company at any time for cause such as:

- Inability to learn;
- Unreliability;
- Unsatisfactory work;
- Lack of interest in his/her work or education
- Improper conduct;
- Failure to attend classroom instruction regularly.

The LAC will meet four times per year, or as often required:

- Review apprentice schedules and assignments and tasks for the next three month period.
- Ensure that apprentices are evaluated as required regarding their academic and on-the-job performance and to review each evaluation that does not meet the required standard.
- In general, to be responsible for the successful operating of the apprenticeship standards in the facilities and the successful completion of the apprenticeship by the apprentice under these standards.
- Provide an Apprenticeship Certificate to each apprentice who has successfully completed the "Standards of Apprenticeship".
- Modify processes or policies established by the LAC, subject to final approval by the Trade Advisory Group.

(c) APPRENTICESHIP STANDARDS

Probationary Period

The first 500 hours of employment for every apprentice shall be a probationary period to determine their suitability to learn the trade. During this probationary period, the apprenticeship agreement with the apprentice may only be cancelled by the company or the apprentice, after consultation with the LAC. The registration agencies shall be advised of such cancellations. The apprentice shall then exercise his/her seniority into the classification from which promoted.

Credit for Previous Experience

Through the criteria established by the Local Apprenticeship committee (LAC) or (Advisory Committee), credit for academic and/or work experience in the applicable trade may be given after evaluation only after completion of the apprentice probationary period for a maximum of one (1) year.

Registered apprentices from external employers may be hired by the Company in the year and month of his/her apprenticeship in the same identified trade subject to the approval of the Committee.

Applicants who have successfully completed training courses in recognized schools or institutes, or who, on their own time, successfully complete courses in outside related training programs during their apprenticeship may serve a reduced apprenticeship, if such training is equivalent to the training received in the trade under the apprenticeship program

Apprentice given credit for technical training under the provisions of this Rule shall have their rates and terms adjusted in accordance with the credit allowed for such outside training.

Note: All credit recommended must be approved by the Regional Local 100 Vice-President and the appropriate company officer.

Academic Training

Apprentices are required as a condition of apprenticeship to receive and attend classroom instructions and to authorize the release, if necessary, of classroom records to the LAC. The schedule of work processes and related instructions are attached to this apprenticeship plan. Modifications may be made to the schedules by the Committee, subject to final approval by the Company. Credit for time spent in academic training is given in the calculation of the hours of apprenticeship served and shall be applied against the period total.

Regular apprentices (RCT, Electricians, and DEM) serving a four (4) years apprenticeship shall be paid as follows:

<b>HOURLY RATES FOR APPRENTICES</b>						
<b>Term</b>	<b>Hours Completed</b>	<b>Tradesperson's Rate</b>	<b>Jan. 1, 2016</b>	<b>Jan. 1, 2017</b>	<b>Jan. 1, 2018</b>	<b>Jan. 1, 2019</b>
1 <sup>st</sup>	1 - 1920	82.90 %	27.02	27.70	28.39	29.24
2 <sup>nd</sup>	1921 - 3840	87.00 %	28.37	29.08	29.81	30.70
3 <sup>rd</sup>	3841 - 5760	91.00 %	29.66	30.40	31.16	32.09
4 <sup>th</sup>	5761 - 7680	95.00 %	30.97	31.74	32.53	33.51

#### 24.4 General Workers Entering the Apprenticeship Program

- (a) General Workers from Collective Agreement #3 will have precedence entering an apprenticeship program. Should there be not enough Agreement #3 applicants, employees from Collective Agreements #1 and #2 will be considered.

Should a General Worker be promoted who has the qualifications to have their training time reduced under the provisions of Rule 24.3 (c), such employee shall be placed on the Apprentice seniority list with a seniority date showing the last date of hire.

- (b) General Worker entering the apprenticeship program will have his or her seniority protected in the classification from which he or she was promoted during the term of the apprenticeship program. However, he or she shall not be permitted to return to his or her former classification except in the case of reduction of staff or if unsuitable as an apprentice in accordance with Rule 24.3 (b). An apprentice who due to reduction in staff is returned to his or her former classification will, when an increase in staff permits, be obliged to resume his or her training. General Worker refusing to resume his or her apprenticeship shall be released from the apprenticeship program unless mutually agreed to otherwise.
- (c) General Workers entering the apprenticeship program will be compensated in accordance with the rate of pay shown in Rule 24.3 (c).

- 24.5 Upon successful completion of the apprenticeship, employees shall be paid the basic rate of pay established for fully-qualified Electricians, Rail Car Technician or Diesel Engine Mechanic. The Regional General Manager or Senior Manager and the LAC Union Representative, will prepare an apprenticeship completion certificate. Each apprentice certificate will bear the signatures of the above employees and the President of Local 100.
- 24.6
- (a) Employees hired shall upon completion of their apprenticeship be placed on the appropriate Electrician, Rail Car Technician or Diesel Engine Mechanics regional seniority list at which they began their apprenticeship and be credited with seniority from date of entry into apprenticeship.
  - (b) Apprentices shall, upon completion of their apprenticeship, be permitted to exercise their seniority at their home seniority terminal.
  - (c) When it is required by the Company to hire journeypersons to perform the work of trades, only journeypersons or apprentices will be hired as defined by this Collective Agreement.
  - (d) A journeyperson in any designated trade shall mean any person who:
    - i. has served a bona fide apprenticeship of four years 7680 hours and possesses proof of such apprenticeship service or,
    - ii. hold a recognized journeyperson card in the trade in which they claim recognition acceptable to the Apprenticeship Committee, or,
    - iii. has six years practical and general experience covering all phases laid down in the apprenticeship course applicable to the trade in which they claim journeyperson status and possesses ample proof of such experience.
  - (e) Entry into the trades shall be restricted to persons:
    - i. who qualify as journeyperson under the provisions in this agreement
    - ii. who qualify for journeyperson status through any apprenticeship program as outlined in Rule 24, or
    - iii. who provide documents prior to date of hire proving their claim to journeyperson status to the Apprenticeship Committee.

- 24.7 (a) Seniority of apprentices covered by this Agreement shall, except as otherwise provided herein, be confined to the home seniority terminal and shall be established as of the last date of entry into the classification of apprentice.
- (b) Separate seniority lists will be prepared for apprentice in each classification.

24.8 NEW TECHNOLOGY

The parties agree that with the introduction of new techniques and technologies, it is important that advance planning be made to anticipate skills, needs, and training required.

The Company will assume the cost of "on-the-job" training to afford bargaining unit employees who have the basic knowledge and ability to be trained to keep current with the restructured, modernized trades, new methods, tools, machines and technology affecting their assigned work.

Senior employees assigned to jobs requiring training in the new technology will, based on operational requirements, be given preference under this clause.

APPRENTICESHIP - SKILLED TRADES COORDINATOR

**June 12, 2016**

Ken Hiatt  
President, Local 100  
**Unifor** Canada

Dear Mr. Hiatt:

This has reference to our discussions and agreement in regards to our mutual desire to build on commitments to enhance apprenticeship and skilled trades training leading to provincially recognized trades certification.

The Union will designate one of the VIA Rail representatives to assist with the implementation and continued success of the apprenticeship and skilled trades training at VIA Rail.

The following items have been agreed:

1. To assist in the continued successes of apprenticeships and skilled trades training, the Local 100 President will designate one VIA Rail representative the responsibilities of dealing with the Corporation Representative, provincial and federal regulatory and/or advisory bodies on behalf of **Unifor** Local 100. **The Local 100 Skilled Trades Coordinator will be allowed a minimum of sixteen (16) hours per week to perform his duties as of October 1, 2016.**
2. The **Unifor** VIA Rail Skilled Trades Coordinator will also have the responsibility, when requested, of assisting current tradesperson in developing and executing their individual training plan leading to provincial recognition.
3. The individual so appointed by the Union, will be recognized by the Corporation in that role. The Company shall continue the wages and reimburse the Skilled Trades Coordinator for all reasonable pre-approved expenses, incurred in the performance of his/her duties, receipts to be provided.
4. The Union and Corporation through the **Unifor** Skilled Trades Coordinator established under the Agreement will continuously monitor and evaluate the progress and success rate of the internal in-school portion and on the job training program to ensure the training satisfies the training curriculum of each trade specified in the Agreement.
5. The **Unifor** Skilled Trades Coordinator in conjunction with the Local Apprenticeship Committees may make from time to time recommendations concerning internal training and external academic training to the Trades Advisory Committee.

Yours truly

(Original signed by **M. Martens**)

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**Melanie Martens**

Senior Advisor, Labour Relations

VIA Rail Canada

**RULE 25**  
**PART-TIME EMPLOYEES**

- 25.1 Regular and regular relief assignments shall be established as required under the terms of the Collective Agreement.
- 25.2 When the requirements of Rule 25.1 have been met, the Corporation may employ part-time employees to perform work of less than eight (8) hours per day and/or less than forty (40) hours per week.
- 25.3 Employees electing or hired to perform part-time work will have their names carried on a part-time terminal seniority list by classification. Newly hired employees will be accorded a seniority date on the part-time list according to their first day of employment as a part-time employee subject to Rule 12.1. Regular laid-off employees who elect at the time of lay-off to cover part-time work, shall be accorded the same seniority date and sequence on the part-time seniority list as they held on the regular seniority list.
- 25.4 Notwithstanding anything to the contrary, regular laid-off employees electing to cover part-time work at the time of lay-off, will be considered senior to any employee who has only performed part-time work.
- 25.5 Employees covering part-time work shall be scheduled for such work according to their standing on the part-time seniority list, as arranged through a local accord.
- 25.6 Employees covering part-time work shall be entitled to a minimum of four (4) hours straight time pay for each tour of duty. However, should they be used on a regular assignment, they shall be compensated in accordance with Rule 6.
- 25.7 Employees performing part-time work will be governed by the terms and conditions of the Collective Agreement except as specified hereunder:
- (a) If qualified for a General Holiday under Rule 17, pay shall be based on the total hours worked in the previous two (2) pay periods divided by twenty (20), at straight time rates, not to exceed a maximum of eight (8) hours pay.
  - (b) Based on entitlement as specified under Rules 16.1 through 16.5, shall be compensated for vacation on the basis of two (2) percent per week of vacation entitlement of their gross pay with the Corporation in the previous calendar year.
  - (c) Shall only be entitled to overtime for time actually worked in excess of eight (8) hours per day or forty (40) hours in a calendar week, or in accordance with Rule 8 if relieving on a regular assignment.

- (d) Regular permanent employees who are entitled to weekly lay-off benefits under the Employment Security and Income Maintenance Plan and who, at the time of lay-off, elect to cover part-time work in accordance with this Rule may receive such benefits. In the calculation of such benefits any earnings in excess of eight (8) hours in a claim week shall be treated as outside earnings.
- (e) The following rules, except as provided in this Rule 25, shall not apply to employees holding seniority on the part-time seniority list:

Rule 6	Hours of Work
Rule 8	Rest Days
Rule 9	Overtime
Rule 12	Seniority
Rule 13	Bulletining and Filling of Positions
<b><u>NOTE:</u></b>	Prior to hiring a new employee, Part-Time employees shall have the right to apply for a vacancy in their classification once the provisions of Rules 13.2 – 13.3 have been exhausted.
Rules 14.3 & 14.4	Staff Reduction, Displacement and Recall to Service
Rule 16	Vacation
Rule 17	General Holiday
Rule 23	Promotion to Positions of Leading Hand
Rule 29	Medicare Allowance
Rule 30	Employment Security and Income Maintenance Agreement

25.8 The Lodge Chairperson, Regional Vice-President and the Senior Maintenance Officer in the terminal will meet when considered necessary by either party to monitor the use of part-time employees to ensure conformity with the terms of this Rule 25.

25.9 It is not intended that part-time employees will result in the abolishment of regular assigned positions. If at any time the employment of a part-time employee does result in the abolishment of a regular assigned position, the Union will be given at least three month's notice and the employee affected will be entitled to maintain his or her basic rate of pay with a minimum of 40 hours per week on a "maintenance of basic rates" basis, as shown in the Employment Security and Income Maintenance Agreement.

25.10 Additional rules and/or procedures for the use of part-time employees may be established through a national accord.



**RULE 26**  
**CONTRACTING OUT OF WORK**

- 26.1 Work presently and normally performed by employees represented by the Union signatory hereto will not be contracted out except:
- (1) when technical or managerial skills are not available from within the Corporation; 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 the Corporation's 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, nor to work performed by Canadian National Railway Company or Canadian Pacific Limited on behalf of VIA Rail Canada Inc.

- 26.2 It is understood that work considered as "Core Work" will not be contracted-out, except in emergency situations, and in such events, the work will be returned to the bargaining unit members as quickly as possible.

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

Without negating the mandatory requirements of Rule 26.4; the Corporation and Union agree to meet and review projected contracts with the goals of saving costs, improve productivity and efficiencies in energy and green house gases. All potential opportunities will be tabulated in order to insure an efficient follow up by the parties. The parties agree that such meetings will be held at the same time as Grievance Joint Conferences meetings.

26.4 The Corporation will advise the Union representative 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 later than thirty (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 Local President requests a meeting to discuss matters relating to the contracting out of work specified in the above notice, the appropriate representative of the Corporation will promptly meet with him for the purpose of seeking means of retaining such work within the confines of the Shopcraft bargaining units within VIA Rail.

26.5 A grievance concerning the application or alleged violation of this Rule 26 may be progressed at Step 2 of the Grievance Procedure.

## **RULE 27**

### **INVESTIGATION PROCEDURE**

27.1 Except as otherwise provided herein, no employee shall be disciplined or discharged until he or she has had a fair and impartial investigation and his or her responsibility established. When an employee is held out of service pending such investigation (maximum of three (3) working days), the investigation shall not be unduly delayed.

- (a) In situations where an employee is alleged to have committed a minor offence (10 demerit marks or less) or rule violation and such offence or violation may warrant discipline, discipline may be assessed without the necessity of a formal investigation.
- (b) Such offences or violations will be reviewed without undue delay by an officer(s) of the Corporation. The results thereof will be discussed with the employee concerned, in the presence of his or her duly authorized representative. The results thereof will be communicated in writing to the employee within fourteen (14) calendar days from the date of the discussion, except as may be otherwise arranged through a local accord.
- (c) Within seventy-two (72) hours of receiving the written communication as provided in b) above, the employee may request that the reviewing officer of the Corporation arrange for a formal investigation as outlined hereunder which shall then be held within fourteen (14) calendar days of receipt of such request. In such instances the discipline assessed will be considered null and void.

(d) The employee, by using the foregoing procedure shall not be prevented from using the grievance procedure as set out in Rule 4.

27.2 Except as otherwise provided in this Rule, when an investigation is to be held, the employee, with a copy to the Lodge Chairperson, will be given at least forty-eight (48) hours notice of the investigation (excluding Saturdays, Sundays and general holidays) and will be notified of the time, place and subject matter of such investigation. This shall not be construed to mean that the proper officer of the Corporation, who may be on the ground when the cause for such investigation occurs, shall be prevented from holding an immediate investigation.

27.3 When employees are required to make statements on matters affecting the Agreement, working rules of the Corporation or compensation, a duly authorized representative of the employee shall be present except that when employees are required to make statements on matters not affecting the Agreement, working rules of the Corporation or compensation, the employee may have a fellow employee or an accredited representative of the Union present.

27.4 (a) If the Corporation intends to present documentary or physical evidence during the investigation, such evidence will be provided to the employee and his or her authorized representative twenty-four (24) hours prior to the commencement of the investigation to review the evidence provided by the Corporation. The employee and the authorized representative will have the right to hear all of the evidence submitted and will be given an opportunity through the presiding officer to ask questions of the witnesses whose evidence may have a bearing on their involvement. Where witnesses cannot be present, arrangements will be made to permit them to be questioned upon request, where practicable. The questions and answers will be recorded and the employee and the authorized representative will be furnished with a copy of statements and all other evidence taken.

(b) Copies of statements, stenographic reports and all other evidence taken during the investigation shall, if requested, be furnished to the employee and, if present, to his or her authorized representative.

(c) Should new evidence be discovered after the investigation, the Corporation may hold a Supplementary Investigation and the latter shall be subject to the same conditions as the original investigation.

27.5 An employee will not be held out of service unnecessarily pending the rendering of a decision. The decision will be rendered as soon as possible but not later than twenty-one (21) calendar days from the date the investigation is completed. In the event that the decision results in employee discharge, the Local President will be provided a copy of the

"Disciplinary Measures" form as soon as possible. The time limit provided herein may be extended by agreement between the respective parties.

27.6 (a) When discipline is recorded against an employee he or she will be advised in writing and a copy of discipline form to Local Chairperson or designate. In the event a decision is considered unjust, an appeal may be made in accordance with the provisions of Rule 4.3.

(b) When it is the Company's intention to discharge an employee for accumulation of sixty (60) demerit points or any other reason, the Company will first convene a meeting between the Regional General Manager or Senior Manager and the Local 100 Regional Vice President of the respective Region no later than five (5) calendar days from the date the investigation is completed.

Such Step 2 grievance must be filed, within twenty-four (24) hours of the discharge meeting, protesting the intention of the Company to discharge the employee.

A Joint Conference involving Local 100 Regional Vice-President and the designated Company officer will be convened as soon as possible and within the specified time limits. A decision will be rendered at the Joint Conference or as otherwise mutually agreed.

The employee shall continue working, as entitled by his seniority, during the Step 2 grievance process.

Notwithstanding this provision that retains an employee at work, an employee will not be allowed to remain at work if he his in violation of the violence/harassment or drugs and alcohol abuse policies and would present a clear and present danger, to the safety of employees and equipment in the plant.

27.7 Employees will only be required to attend investigation outside their working hours when the requirements of the service will not permit the taking of statements during regular working hours.

27.8 Employees will not be released from the service of the Corporation for innocent absenteeism without receiving written advice prior to the culminating incident that his or her employment is in jeopardy.

**RULE 28**  
**LIFE INSURANCE UPON RETIREMENT**

- 28.1 An employee who retires from the service of the Corporation subsequent to October 1, 2001, will, provided he is fifty-five (55) years of age or over and has not less than ten (10) years' cumulative compensated service, be entitled to the sum of \$8,000, payable to his estate upon his death.

**RULE 29**  
**MEDICARE ALLOWANCE**  
**(APPLICABLE TO EX-CARMEN, CARMEN HELPERS, AND COACH CLEANERS ONLY)**

- 29.1 A monthly allowance to be applied against payments provided for under any government medical care programme shall be made in the following manner:
- (a) Participating employees, regardless of marital status, resident in the Province of Quebec, an allowance of \$10.00 per month.
  - (b) Participating employees, other than those resident in the Province of Quebec, if single, an allowance of \$5.50 per month or, if married, an allowance of \$11.50 per month.
  - (c) Such allowance will first be used to pay any amount the Corporation is, or might be in the future, required to pay for such medical-surgical benefits under any government medical care program.
  - (d) If no monthly amount is payable or if the monthly amount payable or to be payable by an employee, or by an employee and the Corporation, account basic medical-surgical benefits, is less than the allowance, the difference will be paid to the employee on the payroll and if the monthly amount is greater the difference will be deducted from the employee's wages.
  - (e) Subject to the provisions of the above paragraphs, the allowance will be made in respect of each participating employee represented by the Union, provided he or she performs compensated service during the month for which the allowance is made.
  - (f) Notwithstanding the provisions of paragraph (e), a participating employee who does not perform compensated service in any calendar month but who is in receipt of a weekly indemnity payment under the provisions of the Employee Benefit Plan will be treated as follows:

- (i) If he or she is resident in a province where a medicare premium or medicare tax is payable, he or she will be eligible for the amount of such premium or tax up to the maximum amount stipulated in paragraph (b), or such lesser amount as is required to pay the premium or tax in such province.
- (ii) If he or she is resident in a province where no medicare premium or medicare tax is required, no payment will be made.

**NOTE:** "Participating employee" referred to above has the same meaning as set out in the Employee Benefit Plan Supplemental Agreement dated January 1, 1975.

### **RULE 30**

#### **EMPLOYMENT SECURITY AND INCOME MAINTENANCE AGREEMENT**

- 30.1 The provisions of the Employment Security and Income Maintenance Agreement currently in effect and to which the parties are signatory will apply to employees covered by this Agreement.

### **RULE 31**

#### **BENEFIT PLANS**

- 31.1 The Employee Benefit Plan shall be that Plan established by the Employee Benefit Plan Agreement that is currently in effect to which the parties to this Agreement are signatory.
- 31.2 The Extended Health Care Plan shall be that Plan established by the Extended Health Care Plan Agreement that is currently in effect to which the parties to this Agreement are signatory.

**NOTE:** The Corporation will pay the employee a short term disability of 70% of his or her salary, to the short term disability maximum in effect at the time, until the Régime d'Assurance Automobile du Québec (RAAQ) or similar provincial insurance payments are awarded.

Thereafter, the short term disability payments shall not exceed an amount which, when combined with RAAQ or similar provincial insurance payments, and after applicable deductions, will equal 100% of the employee's net salary.

- 31.3 The Dental Plan shall be that Plan established by the Dental Plan Agreement that is currently in effect to which the parties to this Agreement are signatory.

- 31.4
- (a) 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.
  - (b) An employee who is the biological parent of a new born child or an employee who commences legal proceeding 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.
  - (c) The maternity leave and parental leave combined cannot exceed 52 weeks. Such leave will not affect the employee's seniority. Employees must buy-back their pension for that year.
  - (d) Upon the birth of his child, a male employee shall receive one day of paid leave.

### **RULE 32 UNIFORMS**

32.1 Employees working in Stations and work locations, which may place them in contact with VIA's Customers, will be required to wear uniforms and/or coveralls as provided by the Corporation.

Employees assigned to work in these locations will be supplied with uniforms without cost to the employee.

32.2 It will be the employee's responsibility to take reasonable efforts to ensure that uniforms are kept in a clean and presentable condition, taking into consideration the assigned duties of the employee.

Uniforms are the property of VIA Rail Canada Inc. and are intended to be worn at the workplace.

Employees leaving the service of VIA, will be required to return any assigned uniforms.

32.3 An employee assigned to work in shops or work locations which do not normally come in contact with VIA's Customers, who was in service at the beginning of the calendar year, has rendered compensated service during the year and holds employment relationship, will be allowed a coverall allowance of \$120 dollars, payable in the 20th pay period of each year.

32.4 Should an incidental situation occur where an employee's work clothes becomes soiled and could endanger the employee's health and/or safety, the Corporation would, after proper investigation, clean the employee's work clothes.

32.5 Employees holding permanent assignments that regularly require them to work outdoors during winter months will be provided with suitable outerwear within 12 months of signing and every four (4) years thereafter. Those awarded these positions in the future will be provided with the appropriate outerwear as soon as possible.

The outerwear will consist of a parka and pants, one-piece winter suit or rain gear depending on the work location.

At the discretion of the Corporation, it may, in exceptional circumstances, replace outerwear earlier than four (4) years that has been destroyed due to ordinary wear and tear.

### **RULE 33 SAFETY**

33.1 Employee protection from health and safety hazards is provided through governmental statutes etc. In keeping with these statutes, health and safety committees have been and will be established in work centres to ensure that facilities and equipment are maintained in a safe condition. Education programs covering health, safety and security will be promoted. These committees are to be comprised of employees, designated Union officers and management personnel to monitor the programs and assist in finding solutions to day-to-day problems including accident prevention.

33.2 (a) 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 compensated service during the year, and holds employment relationship, will be entitled to a safety footwear allowance of \$250.00 dollars every two (2) years payable in the 20th pay period of the year.

(b) When an employee purchases new safety footwear, he or she must report to his or her immediate supervisor with the footwear indicating that such footwear is in compliance with the Canada Occupational Safety & Health Regulations (C.S.A. approved).

33.3 Good drinking water and ice where required will be furnished. Sanitary drinking fountains will be provided where necessary. Pits and floors, lockers, toilet and washrooms will be kept in good repair and in a clean, dry and sanitary condition.



- 33.4 When it is necessary to make repairs, parts of engines, boilers, and tanks shall be cleaned when possible or protective clothing will be supplied before mechanics are required to work on same. This will not apply to cars undergoing extensive repairs. Tanks will be purged when required by regulation.
- 33.5 Employees will not be required to expose themselves to sand blast and paint blowers while in operation. Employees operating these machines will be supplied with masks and goggles.
- 33.6 All acetylene or electric welding or cutting will be protected by a suitable screen when its use is required.
- 33.7 Emery wheels and grindstones installed in the shop will be kept true and in order.
- 33.8 Employees engaged in the handling of storage batteries and mixing acid must be provided with acid-proof rubber gloves, hip boots and aprons. Employees who clean parts in caustic solution will be supplied with gloves.
- 33.9 When it becomes necessary to work on live wires or apparatus in excess of 300 volts, Electricians shall not work alone. Where practicable, two qualified Electricians shall work together. Rubber gloves, splicing hoods, and other protective mats and sticks shall be supplied.
- 33.10 No employee will be required to work on a locomotive or car without being protected by proper signals. Where the nature of the work to be done requires it, locomotives or cars will be placed over a pit, if available.

#### **RULE 34 GENERAL PROVISIONS**

- 34.1 Upon reasonable advance request to his or her immediate supervisor, an employee shall be allowed to view his or her personnel file in the presence of the supervisor and may request the removal of irrelevant medical information from it. The Lodge Chairperson or authorized committee person may also be present if the employee so wishes.
- 34.2 Where 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 purchase, 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.

34.3 In the event of a Plan wind 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.

34.4 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.

34.5 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 the Collective Agreement no. 3, 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, no later than 90 days, provide all existing and future employees with an updated copy of Collective Agreement No. 3, as well as all Letters of Understanding, Health and Safety Agreement, Benefit and LTD Plans, ESIMA, and any other related documents on an electronic memory stick identified "VIA Rail Canada and *Unifor* Local 100."

The parties agree once language verification and translation have been completed, the Corporation will immediately send an updated copy of the Collective Agreement no. 3, Letters of Understanding, Benefit Plans, Health and Safety Agreement, LTD, ESIMA, etc. in electronic format and sufficient printed booklets in (8.5 x 11 ) format to the Local 100 President and workplace.

34.6 Upon request from the Union, the Corporation will provide to 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.

34.7 The use of the masculine gender in this agreement includes the feminine and vice versa.

- 34.8 Where an automobile mileage allowance is paid, such allowance shall be thirty (30) cents per kilometre.
- 34.9 Employees will be paid bi-weekly (two (2) weeks) through the direct deposit payroll system to the financial institution of the employee's choice.
- 34.10 When an employee is short paid more than a half day's pay, a direct deposit in the employees personal banking account will be done within three (3) working days to cover shortage. The time specified herein shall be exclusive of Saturdays, Sundays and holidays.
- Note:** In the event that a direct deposit cannot be done, a time voucher will be issued within three (3) working days of an employee's request for payment to cover the shortage.
- 34.11 Employees leaving the service of the Corporation will have a direct deposit in his/her personal banking account for all time due within two (2) pay period of the last day of work. The time specified shall be exclusive of Saturdays, Sundays and holidays.
- 34.12 All overtime earned shall be shown as a separate item on the statement of earnings issued to each employee.
- 34.13 A place will be provided at all Maintenance facilities where proper notices of direct interest to employees may be posted by committees.
- 34.14 (a) It is agreed that whenever the Corporation is contemplating a closure of any shop, facility, installation or office where employees who are subject to this agreement are employed which is currently in operation, the Corporation must give the Union at least ninety (90) days written notice of his or her intent. In addition, the Corporation must meet with the Union within five (5) days of receiving a written request from the Union for the meeting, to consult about:
- (i) possible alternatives to the closure;
  - (ii) plans for the future of the affected employees.
- (b) Should the Corporation fail to consult with the Union in the above manner, their written notice shall be deemed void and the closure shall be unable to take place.
- 34.15 *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, colour, religion, age, sex, sexual orientation, 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.*

**RULE 35**  
**REVISION OF RULES**

- 35.1 Should either the Union or the Corporation, desire to revise a rule or rules, a written statement containing the proposed change(s) shall be given and conference held within thirty (30) days.
- 35.2 If any of the change(s) referred to in Rule 35.1 cannot be settled through a national accord, during the term of the Collective Agreement, such change(s) may be progressed during the next open period of the Collective Agreement.
- 35.3 It is understood and agreed between the parties hereto that any alterations or amendments herein proposed in work classification are for the purposes of clarification and rate fixing only, and shall not be interpreted as affecting or disturbing in any manner the jurisdictional understanding and practices as now exist between the Union parties hereto and other craft unions.

**RULE 36**  
**DURATION OF AGREEMENT**

36.1 Except as otherwise provided herein, this Agreement will remain in effect until **December 31, 2019** and thereafter subject to four (4) months' notice in writing from either party to this Agreement of its desire to revise, amend or terminate it. Such notice may be served at any time subsequent to **August 31, 2019**.

Signed in Montreal, Quebec on the \_\_\_\_\_ day of \_\_\_\_\_ 2016.

**FOR UNIFOR CANADA**

**FOR VIA RAIL CANADA INC.**

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**Ken Hiatt**  
**President, Local 100**  
**Unifor Canada**

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**Edward Houlihan**  
**Director, Labour Relations**  
**VIA Rail Canada Inc.**

## **APPENDICES**

**APPENDIX I**  
**Blue Signals Rule**  
**VIA RAIL CANADA INC.**  
**BLUE SIGNALS REGULATIONS FOR THE PROTECTION OF EMPLOYEES**  
**WHILE INSPECTING, SERVICING, REPAIRING**  
**AND WORKING IN AND ABOUT CARS**  
**AND LOCOMOTIVES**

**Repair Tracks**

1. Where repair tracks are coupled up at both ends a standard Blue Flag suspended from a staff clamped to the rail by day and Blue Light hung on same staff by night must be displayed at both ends of each track, and in addition, the switches at both ends of each track must be lined to prevent movement onto the track, and secured with a special lock other than the standard switch lock before men commence work.

Where repair tracks are coupled up at one end only, the same protection is required at the end of each track that is coupled to lead.

Supervisor or other assigned responsible party in charge must attend to the matter of track protection personally, apply and remove locks and Blue Signals, and retain locks in his possession until again required. When it becomes necessary to remove same to permit switching operations during working hours, the party in charge must see that all employees are notified and out of danger before removing locks and Blue Signals, and must re-apply same immediately after switching is completed and before work is resumed.

Entrances and exits of Running Repair Shops must be protected by a derail applied to each track of not less than 40 feet from door and three (3) ties must be removed between derail and door and special locks must be applied to switches as described in the first paragraph.

Locks and Blue Signals must be removed from all tracks on which cars or locomotives are in condition to be switched after completion of day's work.

## **Coach and Flat Traffic Yards**

2. Employees before making inspection of, or performing minor repairs on or about cars or locomotives, or cleaning cars, must display the Blue Flag by day and Blue Light by night at both ends of each track occupied by the cars or locomotives, until all work is completed, after which Blue Flags or Lights must be removed.

Each class of workmen or other responsible person as designated by supervisor in charge must display their Blue Signals and the same workmen are alone authorized to remove them. They must not remove their Blue Signals until it is known that all employees within their classifications who are working under the protection of their Blue Signals have completed their work and are made aware of the removal of this protection.

All equipment requiring repairs which makes it necessary for the employees to work in a dangerous position, should be placed on repair tracks, but if circumstances are such that this is impracticable to do so, employees sent to make repairs must ensure switches are lined so as to prevent movement onto the track, and they must personally apply special lock and Blue Signals at each end of track on which such equipment is standing, and in addition to this must notify Switch foreman or Yardmaster, if any, of the action taken. After the completion of repairs, such employees must remove locks and Blue Signals, and also personally advise Switch Foreman or Yardmaster, if any, that repairs have been completed and track is released.

## **Siding or Other Tracks at Other than Terminal Points**

3. Employees making repairs to cars, locomotives, or other units or work equipment, on a siding or other track, at other than terminal points, must first display Blue Signal on lead-end of dead-end sidings and at both ends of open-end sidings and take any other precautions deemed necessary to ensure their maximum safety, and before undertaking this work they must, where practicable, notify Agent or Train Dispatcher and secure assurance that any instructions to train crews which may be necessary have been issued. Upon completion of the work, Blue Signals must be removed and Agent or Train Dispatcher notified that repairs have been completed.

## **Night Work**

4. When repairs have to be made after sunset or during weather condition in which a Blue Flag cannot be plainly seen, a Blue Light must be displayed hung on same staff.



## **General**

5. Supervisors who assign employees to perform work under any of the circumstances outlined in the foregoing rules must properly instruct and ensure that such employees comply with these regulations. All employees are required to adhere to these regulations and to give close personal attention to the protection of themselves and other employees and to avoid going into dangerous places unnecessarily.

Violation of the Blue Signal rules or anything that is liable to result in personal injury must be promptly reported to the proper officer.

**APPENDIX II**  
**Snow Storm Policy**  
**VIA RAIL CANADA INC.**

Montreal, Quebec  
March 5, 1987

Mr. L. Roy  
Vice-President  
Canadian Division Brotherhood  
Railway Carmen of the United  
States and Canada  
Suite 306  
1729 Bank Street  
Ottawa, Ontario  
K1V 7Z5

Dear Mr. Roy:

The following letter will be sent to line management:

"This will confirm the understanding reached during negotiations concerning the policy which is to be adopted with respect to employees who, because of severe snow conditions, either report late for work or are unable to report at all.

All employees are expected to make every effort to report for work on time, notwithstanding snow or storm conditions. However, in the circumstances quoted above, it is agreed that employees, who arrive late for their assignments, but report prior to the midpoint of their tour of duty, will be paid for the day provided such late arrival is directly attributable to the aforementioned severe snow conditions. Employees who report after the midpoint of their tour of duty will be paid one-half day.

With respect to employees who are unable to report for work due to the aforementioned severe snow conditions, or who report after the midpoint of their tour of duty, it is agreed that notwithstanding the provisions of the collective agreement, such employees may be given the opportunity to work additional hours at straight time rates in order to make up part or all of such lost time. It is understood that such arrangements will only apply insofar as they do not conflict with the provisions of the Canada Labour Code.

The above policy only applies when the proper municipal authorities have requested the public to leave their motor vehicles at home and local public transportation services are not operating due to snowstorm."

Yours truly,

(Original signed by R. Arnold)

R. Arnold

Vice-President, Human Resources

**APPENDIX III**  
**Main Shop and Wrecking Service Letter**

December 8, 1992

Mr. T. Wood  
System General Chairman  
National Automobile, Aerospace and  
Agricultural Implement Workers  
Union of Canada  
218 - 96 Norwood Avenue  
Moncton, New Brunswick  
E1C 6L9

Dear Mr. Wood:

This will confirm our discussions held during the negotiations of a new Collective Agreement regarding Main or Back Shop facilities of Wrecking Service.

The officers of the Corporation agree that if VIA Rail Canada Inc. at some time in the future, finds it necessary to open a Main or Back Shop facility or to have Wrecking Service, the Union would be so advised. The purpose of such advice would be to arrange for meetings, etc., to ensure that the Collective Agreement between the bargaining agent and VIA Rail Canada Inc. contains the rules necessary to properly cover such operations.

If you concur with the foregoing, kindly affix your signature in the space provided below.

Yours truly,

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

I CONCUR:

(Original signed by T. Wood)  
T. Wood  
System General Chairman

**APPENDIX IV**  
**Letter covering Certified Carmen**

December 8, 1992

Mr. T. Wood  
System General Chairman  
National Automobile, Aerospace and  
Agricultural Implement Workers  
Union of Canada  
218 - 96 Norwood Avenue  
Moncton, New Brunswick  
E1C 6L9

Dear Mr. Wood:

This has reference to our discussions during negotiations leading to the signing of the first Collective Agreement between the Canadian division, Brotherhood Railway Carmen of the United States and Canada and VIA Rail Canada Inc. The Officers of the Brotherhood request a letter concerning the location of Certified Car Inspectors similar to that shown in Appendix XVII of the CN Agreement 12.35.

As explained during those discussions, the Appendix XVII of Agreement 12.35 is based on Board Order No. R-38352 which in turn relates to "Freight Service". Furthermore, VIA Rail Canada Inc. and Canadian National Railways have not completed the administrative or operating transfer at a number of locations across Canada. Therefore, the establishment of such a list of locations and the commitment that the Brotherhood Officers are seeking is not possible at this time.

To date, transfer arrangements covering Moncton, Gaspé, Quebec, Montreal, Ottawa, Toronto, Windsor, Winnipeg, Edmonton, and Vancouver have been concluded and qualified Inspectors are employed at these locations. If and when additional locations are transferred, qualified Inspectors will be employed in keeping with the intent of Board Order No. R-38352.

Should it become necessary to make changes to the aforementioned locations, the Corporation would serve notice pursuant to Article 8 of the Employment Security and Income Maintenance Agreement.

If you concur with the foregoing, would you please affix your signature in the space provided below.

Yours truly,

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

I CONCUR:

(Original signed by T. Wood)  
T. Wood  
System General Chairman

**APPENDIX V**  
**Letter covering Part-Time Employees**

Thursday June 24<sup>th</sup> 2010

Mr. John Burns  
President, Local 100  
National, Automobile, Aerospace, Transportation  
and General Workers Union of Canada, CAW - Canada  
214-20226 Fraser Highway  
Langley, B.C  
V3A 4E6

Dear Mr. Burns:

During negotiations, concern was expressed over the application and interpretation of Rule 25 - Part Time Employees.

The Corporation has given the Union its assurance that the purpose of the Rule is to provide the Corporation with the means of employing part-time employees where train scheduling and/or circumstances of the service or work loads make it impracticable to establish a shift of eight (8) hours per day, forty (40) hours per week.

Some examples of areas of work where part-time employees would be properly used are:

- (a) Locations where trains arrive and depart within a short period of time. (e.g. Jasper)
- (b) Locations where trains are not operated on daily basis. (e.g. Prince Rupert)

A further concern was expressed regarding the implementation of part-time in lieu of the regular employees who are working eight (8) hours per day, forty (40) hours per week. The Corporation gave the Union their assurance that there would not be any major changes to the policy. However, in the event that at line point, the volume of work did not support full-time employees, a one month notice would be given to the Union pursuant to Rule 25, prior to establishing part-time employees.

Further assurance was given to the Union that all permanent full-time positions in Montreal, Toronto, Halifax, Winnipeg or Vancouver Maintenance Centers shall be protected and not replaced by part-time positions unless mutually agreed through a Regional Accord. Furthermore, part-time employees will not perform work within a facility where permanent employees are employed unless mutually agreed through a Regional Accord.

Yours truly,

(Original signed by G Sarazin)

Gilbert Sarazin  
Senior Advisor, Labour Relations  
Via Rail Canada Inc.

I concur:

(Original signed by J. Burns)

John Burns  
President, local 100  
CAW/TCA Canada



## **APPENDIX VI OVERTIME POLICY**

This has reference to our discussions held during the 2012 round of negotiation, with regards to Rule 9 "Overtime and Calls".

During these discussions, the Union expressed concerns that in situations where the Corporation calls the wrong employee for general overtime, the grievance resolve offered by the Corporation is "remedy in kind".

It was agreed to be appropriate to confirm the application of "remedy in kind", so that no misunderstanding arise in the future. Therefore, "remedy in kind" is the situation where the employee originally entitled to receive the overtime call is entitled to work an overtime shift at his/her convenience in a set period of time.

For the purpose of this Agreement, a combination of overtime worked under Rule 9.5(b) or two (2) calls under 9.5(c) or any overtime worked that equals six (6) or more overtime hours, such shall be considered equivalent to eight (8) hours overtime when applied to overtime list.

The equalization period shall be from January 1 to December 31 of each year. All employees shall revert to zero (0) hours of overtime on January 1 of each year, employees who choose to work overtime shall be placed on the overtime list in order of seniority.

Overtime shall be called in seniority order and thereafter, employees with the least amount of overtime will be called first.

Once an overtime list has been posted, any exceptions may be challenged within that posting period. If no exceptions are made, the posted list shall be deemed as correct and not subject to further challenge.

If exception is taken to the posted list and/or where it is mutually agreed between the immediate Supervisor and Local Union Representative to make adjustments to overtime claims, "remedy in kind" equivalent to the missed overtime opportunity (i.e. days and shift) will be offered to such employee within thirty (30) days of the date of said agreement. Notwithstanding the thirty (30) days referred to, the "remedy in kind" must fall within the agreed upon equalization period.

It is understood that when an employee is entitled to a "remedy in kind" opportunity, that they shall have such period of time as agreed between the parties to exercise such right.

Should the employee fail to avail themselves of this opportunity within the prescribed time period, any grievance that may have been filed will be considered resolved.

The above will also apply to circumstances where it is agreed that employees were improperly omitted for an overtime opportunity of an assignment under Rule 10 as outlined in this agreement, in which specific cases, employees shall be assigned to train monitor within the thirty (30) days period.

Failures to correct equalization of overtime utilizing "remedy in kind" within the thirty (30) days; the affected employee will be compensated accordingly.

Once overtime opportunity has been called, the supervisor shall provide information to Local Union Representative for verification and correction if required, to minimize overtime payments.

Statutory holidays will not be canvassed account regularly assigned employees will be required to work, however, the overtime work will be credited as an opportunity on the overtime list.

This national accord shall apply unless a local accord, subject to approval by the Regional Vice-President, is reached covering Rule 9 to accommodate local conditions.

In the calling of overtime, the only exception in which an employee will not be charged for such overtime is when the overtime shift coincides with the employees regularly scheduled shift. An employee will not be charged for an overtime opportunity for reasons such as Workers' Compensation, bereavement, sickness and vacation, etc.

(Original signed by K. Hiatt)

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Ken Hiatt  
President, local 100  
CAW/TCA Canada

(Original signed by G. Sarazin)

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Gilbert Sarazin  
Senior Advisor, Labour Relations  
VIA Rail Canada

## **APPENDIX VII**

### **Former Tradespersons Work**

#### **Carman's Qualifications**

- 22.1 Any person who has successfully completed the Carman's Apprenticeship or who has had three (3) years practical experience at Carman's work through on-the-job training and who can demonstrate that with the aid of tools, with or without drawings, he or she can lay out, build and perform the work of the occupations in a mechanical manner, shall constitute a fully qualified Carman and as such shall be shown on the permanent Carman's seniority list. Men assigned to inspecting must have the necessary knowledge of A.A.R. rules and safety appliances laws.

#### **Carman's Work (including Carman Apprentice)**

- 22.2 Carman's work shall consist of building, maintaining, dismantling, painting, upholstering, tile setting, glass cutting, bevelling, embossing, and inspecting all passenger cars, motor coaches; planing mill, cabinet and bench carpenter work, pattern and flask making and all other carpenter work; Carman's work in building and repairing hand cars and station trucks; building, repairing and removing and applying locomotive cabs, pilots, running boards, foot and headlight boards, hose bag fitter, and stove fitter, repairing and assembling passenger car air brake valves; operating punches and shears, doing shaping and forming; work done with hand forges and heating torches in connection with Carman's work; painting, varnishing, surfacing, decorating, lettering; cutting of stencils and removing paint, (not including use of sand blast machine or removing vats); all other work generally recognized as painter's work under the supervision of the Maintenance Department; joint car inspectors, car inspectors, safety appliances and train car repairers, oxy-acetylene and electric welding on work generally recognized as Carman's work; and all other work generally recognized as Carman's work.

## **Carman Helper's Work**

- 22.3 Employees regularly assigned as Helpers to assist Carmen and Apprentices shall perform the work shown below; however, the assignment of such work shall not be construed as restricting Carmen from performing Helpers' work as required: washing and scrubbing the inside and outside of passenger equipment preparatory to painting and removing of paint; operators of rivet heaters, drill presses, and punches, painter's helpers, air brake cleaners, sand blasters, cleaners for painters, sterilizing drinking water tanks, thaw out men and all men working with live steam except on trucks and undergear, supply and material carriers when required to select materials, wood machine helpers, car heater and ice men, gas fillers, tool room attendants, holding on rivets, using backing hammer and sledges in assisting Carmen in straightening metal parts of cars, repairing steam and air hose, assisting Carmen in erecting scaffolds, crane slingers; coupling and uncoupling hoses and all other work generally recognized as Carman Helpers' work.

## **Pipefitter's Work (including Pipefitter Apprentice)**

- 21.2 Pipefitter's work shall consist of pipefitting in shops, yards and buildings, power houses, locomotives and engines of motor coaches, passenger coaches and work equipment units of all classes, and all piping carrying steam, air, oil, gas, water or any liquids above and below ground; cutting threading, welding, brazing, bending, flanging, connecting and disconnecting all pipe work by whatever process, and all work recognized as pipefitter's work.

## **Pipefitter Helper's Work**

- 21.3 Employees regularly assigned as Helpers to assist Pipefitters and Apprentices 23.16

## **Electric and Oxy-Acetylene Welding**

- 21.4 Electric or oxy-acetylene welding which, when done by former methods, would have been done by Pipefitters, will continue to be done by Pipefitters, who will be confined to work pertaining to their trade when there is sufficient of this work to keep them employed. At points where there is not sufficient work to require a Pipefitter, the Supervisor shall select an employee from a Metal Trades Craft to perform all the work done by these processes.

## **Sheet Metal Workers Work (including Sheet Metal Worker Apprentices)**

- 21.2 Sheet Metal Workers work shall consist of tinning, coppersmithing, in buildings, on passenger coaches, motor coaches and locomotives of all kinds including lead burning; the building, erecting, assembling, installing, dismantling (for repairs only); and maintaining parts made of sheet copper, brass, tin, zinc, white metal, lead, black, planished, pickled and galvanized iron, sheet aluminium, of 10 gauge and lighter (the difference relative to the gauge of iron between Boilermakers and Sheet Metal Workers shall continue), including brazing, soldering, tinning, leading (except car journal bearings), oxy-acetylene and electric welding on work generally recognized as sheet metal workers work, and all other work generally recognized as Sheet Metal Worker's work.

## **Sheet Metal Worker Helper's Work**

- 21.3 Employees regularly assigned as Helpers to assist Sheet Metal Workers and apprentices shall perform the work shown below; however, the assignment of this work shall not be construed as restricting Sheet Metal Workers from performing Helper's work as required. Dismantling radiators, cab heaters, grill removal, cleaning radiator cores, cab heater cores, and lube oil cooler cores.

## **Electric and Oxy-Acetylene Welding**

- 21.4 Electrical or oxy-acetylene welding which, when done by former methods, would have been done by Sheet Metal Workers, will continue to be done by Sheet Metal Workers, who will be confined to work pertaining to their trade when there is sufficient of this work to keep them employed. At points where there is not sufficient work to require a Sheet Metal Workers, the supervisor shall select an employee from a metal trades craft to perform all the work done by these processes.

## **Boilermaker or Blacksmith Work (including Boilermaker or Blacksmith Apprentice)**

- 21.2 Boilermaker or Blacksmith work shall consist of laying-out, cutting apart, building or repairing boilers, tanks and drums, inspecting, patching, rivetting, chipping, caulking, flanging work; building, repairing, removing and applying steel cabs and running boards; laying out and fitting up any sheet iron or sheet steel work made of sixteen (16) gauge or heavier; (the difference relative to the gauge of iron between Boilermakers and Sheet Metal Workers shall continue), fronts and doors; including steel underframe, removing and applying tanks and drums; airs rams and hammers; bull, jam and yoke rivetters; Boilermaker's or blacksmith's work in connection with the building and repairing of booms, eye beam, channel iron, angle iron and tee iron work; all drilling, cutting and tapping and operating rolls in connection with Boilermaker's or Blacksmith's work; oxy-acetylene and electric welding, on work generally recognized as Boilermaker's or Blacksmith's work, welding, forging, heating, shaping and bending of metal; tool dressing and tempering; spring making, tempering and repairing, potashing, annealing, case and bi-chloride hardening; operating forging machines, drop-forging machines, bolt machines, trimmers, rolling mills; bolt and nut makers; bending machine men; car brake gear repairers; operating punches and shears, doing shaping and forming in connection with Boilermaker's or Blacksmith's work; and all other work generally recognized as Boilermaker's or Blacksmith's work on electric or diesel locomotives.

## **Boilermaker or Blacksmith Helper's Work**

- 21.3 Employees regularly assigned as Helpers to assist Boilermakers and Blacksmiths and their Apprentices shall perform the work shown below; however, the assignment of this work shall not be construed as restricting blacksmiths from performing Helper's work as required; operating of drill presses and bolt cutters, employees cutting only bar stock and scrap. Boilermaker and Blacksmith Helpers will attend tool room where regular attendants are employed. Holding on all stay bolts and rivets, striking chisel bars, side sets and backing out punches, scaling boilers and heating rivets (except when performed by Apprentices), removing hoods, removing running boards and steps, operating punching or shearing machines, all hand grinding and buffing, and all other work properly recognized as Boilermaker or Blacksmith Helpers' work.

## **Electric and Oxy-Acetylene Welding**

- 21.4 Electric or oxy-acetylene welding which, when done by former methods, would have been done by Boilermakers or Blacksmiths, will continue to be done by Boilermakers or Blacksmiths, who will be confined to work pertaining to their trade when there is sufficient of this work to keep them employed. At points where there is not sufficient work to require a Boilermaker or Blacksmith, the supervisor shall select an employee from a metal trades craft to perform all the work done by these processes.

## **Electrician's Qualifications**

- 21.1 Any person who can produce documentation showing proof that he has completed an electrical apprenticeship of that he has had five years occupational or on the job training equivalent to that of an electrician and is competent to execute the work to a successful conclusion will be rated as a journeyman Electrician.

## **Electrician's Work (including Electrician Apprentice's)**

- 21.2 Electrician's work shall include electric wiring, maintaining, rebuilding, repairing, inspecting and installing all generators, electrical switchboards, meters, motors and controls, motors generators, magnetos, igniters, electric welding machines, electric headlights and headlight generators, storage batteries, axle lightning equipment, and welding on work on public address, fire alarms and electric lightning fixtures. Inside and outside wiring of shops, buildings, yards and on structures, all electrical wiring of and conduit work in connection therewith, including locomotives, passenger trains, passenger cars, electric tractors/trucks and buses. Repairs to wiring of ignition for internal combustion engines, magnetic electronic and all other types of electrical control. Electric cable splicer's, electric crane operators for cranes of forty (40) ton capacity and over, and all other work generally recognized as being Electrician's work.

## **Electrician Helpers works**

- 21.3 Employees regularly assigned as helpers to assist Electricians and Apprentices shall perform the work shown below; however, the assignment of such work shall not be construed as restricting Electricians from performing Helpers work as required; disconnecting wiring from hood to engine, disconnecting wiring from components, i.e., main generator, engine governor, fuel and lube oil pumps, traction motors, removing panels, contactors, grids; dismantling components such as traction motors, auxiliaries cab heater, motors, fuel pump motors; servicing, disconnecting, removing and applying batteries on motive power and passenger cars and other battery work as may be agreed upon; cleaning and lubricating all electrical equipment; cleaning fixtures and changing light bulbs and tubes; and work of crane slingers or transfer table crane men. Electrical crane operators for cranes of less than forty (40) ton capacity.

## **Machinist's Qualifications**

- 21.1 Any person who has served an apprenticeship or who has had four (4) years experience at the machinist's trade, and who, by his skill and experience, is qualified and capable of laying out and fitting together the metal parts of any machine or locomotive, with or without drawings, and competent to do sizing, turning, shaping, boring, planning, grinding, finishing, adjusting the metal parts of any machine or locomotive whatsoever shall constitute a machinist.

## **Machinist's Work (including Machinist Apprentice)**

- 21.2 Machinist's work shall consist of laying out, fitting, adjusting, shaping, assembling, maintaining, dismantling and installing locomotives and engines, pumps, cranes hoists, elevators, pneumatic and hydraulic tools and machinery; scale building, erecting and maintaining shafting and other shop machinery; ratchet and other skilled drilling and reaming; tool grinding and machine grinding; axle truing, wheel turning, engine inspecting; air equipment, fuel injector work; oxy-acetylene and electric welding on work generally recognized as machinist's work; the operation of all machines used in such work, including drill presses and bolt threaders, using a facing, boring or turning head or milling apparatus; lassiter and lapping machine operators; engine truck lifter, tender truck building and repairing, crane slingers in locomotive shops on cranes of 100 tons capacity or over; and all other work generally recognized as machinist's work.



### **Machinist Helper's work**

- 21.3 Employees regularly assigned as helpers to assist Machinists and Apprentices shall perform the work shown below; however, the assignment of this work shall not be construed as restricting Machinists from performing Helpers work as required; operating drill presses and bolt threaders not using facing, boring or turning head or milling apparatus; Crane man helpers on locomotives and car work, except as provided in Rule 21.2, attending tool room, shaft and machinery oiling; locomotive oiling; box packing, assisting in dismantling locomotives and engines; belt men; motor truck operators; supply man ( material carrier); lager (other than wood); and all other generally recognized as helpers work.

### **Electric and Oxy- Acetylene Welding**

- 21.4 Electric or oxy-acetylene welding which, when done by former methods, would have been done by Machinists, who will be confined to work pertaining to their trade when there is sufficient of this work to keep them employed. At points where there is not sufficient work to require a Machinist, the Supervisor shall select an employee from a Metal Trades Craft to perform all the work done by these processes.

**APPENDIX VIII**  
**Memorandum of Agreement on Mediation/Arbitration**

**MEMORANDUM OF AGREEMENT  
FOR THE EXPEDITED MEDIATION/ARBITRATION  
OF GRIEVANCES  
EFFECTIVE JUNE 18, 2001**

**BETWEEN:**                                   **Unifor**  
(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 the current backlog;

**AND WHEREAS** the Corporation has agreed to a pilot project 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 begin with the signing of this Collective Agreement. This Agreement can be cancelled by either party upon sixty (60) days written notification at any time after **January 1, 2016**.
2. The parties will agree on either, Arbitrator M.G. Picher, J.F.W. Weatherill or any other arbitrator as mutually agreed upon.
3. For one day or more if mutually agreed, twice a year, (or more if mutually agreed) the arbitrator will hear predetermined cases in mediation-arbitration. The cases scheduled for Mediation-Arbitration will be agreed upon by the parties no later than **21 days prior to the hearing**.
4. Any and all fees charged by or costs incurred by, the Mediator-Arbitrator, shall be shared equally between the Corporation and the Union.
5. 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.

6. 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.
7. 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.
8. 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.
9. 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.
10. 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.
11. 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.
12. 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.
13. 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.

14. 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.
15. 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.
16. 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.
17. 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.
18. The decision of the Mediator-Arbitrator shall not be subject to appeal by either the Corporation, the Union or the employee(s) involved.
19. These special mediation-arbitration sessions will be held at times and locations as mutually agreed upon by the parties.
20. The foregoing shall apply to Collective Agreement No. 3.

Signed at Montreal, Quebec, this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

**FOR THE CORPORATION**

**FOR THE UNION**

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**Edward Houlihan**  
**Director, Labour Relations**  
**VIA Rail Canada Inc.**

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**Ken Hiatt**  
**President, Local 100**  
**Unifor Canada**

**APPENDIX IX  
Grievance Resolution Form (Step 1)**

**BETWEEN**

**VIA RAIL CANADA INC.**

**&**

**CAW – TCA CANADA**

**WITHOUT PREJUDICE**

Step 1 – Grievance Procedure

Employee Name: \_\_\_\_\_ PIN: \_\_\_\_\_

Date of Grievance: \_\_\_\_\_

Type of grievance:      Individual          Policy          Group   

Location: \_\_\_\_\_

Outline of grievance and identification of Rule(s) involved:

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

Employee signature: \_\_\_\_\_

Date: \_\_\_\_\_

Resolution reached:      YES          NO   

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

Date: \_\_\_\_\_

\_\_\_\_\_  
Manager or designate  
VIA Rail Canada Inc.

\_\_\_\_\_  
Lodge Chairperson or designate  
CAW / TCA Canada

**APPENDIX IX  
Grievance Resolution Form (Step 2)**

**BETWEEN**

**VIA RAIL CANADA INC.**

**&**

**CAW – TCA CANADA**

**WITHOUT PREJUDICE**

Step 2 – Grievance Procedure

Employee Name: \_\_\_\_\_ PIN: \_\_\_\_\_

Date of Grievance: \_\_\_\_\_

Type of grievance:      Individual          Policy          Group   

Location: \_\_\_\_\_

Outline of grievance and identification of Rule(s) involved:

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Employee signature: \_\_\_\_\_

Date: \_\_\_\_\_

Resolution reached:      YES          NO   

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Date: \_\_\_\_\_

\_\_\_\_\_  
Manager or designate  
VIA Rail Canada Inc.

\_\_\_\_\_  
Lodge Chairperson or designate  
CAW / TCA Canada

**APPENDIX X**  
**Regulations Governing the Application of**  
**Supplemental Seniority Lists**

EFFECTIVE SEPTEMBER 15, 2010

A supplemental seniority list is established on each Terminal for employees promoted on or after June 14, 1995 to a permanent non-schedule, official or excluded position with the Corporation, or its subsidiaries.

As provided in Article 12.6 herein:

Employees promoted to a permanent supervisor position will continue to accumulate seniority for a period of six (6) cumulative months from the date on which promoted.

Employees promoted to a temporary/relief supervisor position will continue to accumulate seniority for a period of twelve (12) cumulative months from the date on which promoted.

Employee promoted to an official non-supervisory position 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.

(Original signed by J. Burns)

\_\_\_\_\_  
John Burns  
President, local 100  
CAW/TCA Canada

(Original signed by G. Sarazin)

\_\_\_\_\_  
Gilbert Sarazin  
Senior Advisor, Labour Relations  
VIA Rail Canada

## **APPENDIX XI Union Orientation**

The Corporation shall acquaint all new employees, or employees who transfer from another agreement to work under this agreement, with the fact that a collective agreement is in effect. The Corporation shall supply a copy of this agreement and the Supplemental Agreement to all employees.

Whenever possible, the Corporation will meet with the new employee within the first 10 working days to acquaint the employee with the conditions of employment, the Collective Agreement and the benefit package.

The Local Chairperson or delegate will be given the appropriate time to review Health and Safety, Environmental and Collective agreement subjects on behalf of the Union.

(Original signed by J. Burns)

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John Burns  
President, local 100  
CAW/TCA Canada

(Original signed by G. Sarazin)

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Gilbert Sarazin  
Senior Advisor, Labour Relations  
VIA Rail Canada



## **APPENDIX XII Accommodation of Pregnant Employees**

March 25<sup>th</sup> 2010

Mr. John Burns  
President, local 100  
CAW/TCA Canada  
214-20226 Fraser Highway  
Langley, B.C.  
V3A 4E6

Dear Sir,

This has reference to discussions during 2010 Contract negotiations with respect to accommodation of pregnant employees represented by agreement # 3.

This letter will confirm our understanding that in such circumstances, the proper officer of the Corporation and the respective CAW local 100 Regional Vice-President or designate shall meet to make arrangements to provide accommodation to the concerned employee.

Both parties shall ensure the accommodation provided is within the employee's limitations/restrictions and adjust the working condition as required.

If this accurately reflects our discussion, would you please sign in the space provided.

Yours truly,

(Original signed by G. Sarazin)

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Gilbert Sarazin  
Senior Advisor, Labour Relations  
VIA Rail Canada Inc.

(Original signed by J. Burns)

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John Burns  
President, Local 100  
CAW/TCA Canada

## **APPENDIX XIII ACCOMMODATION PROCESS**

Date: March 6<sup>th</sup> 2013

Mr. Ken Hiatt  
President, Local 100  
National, Automobile, Aerospace, Transportation  
And General workers Union of Canada, CAW – Canada

Dear Mr. Hiatt,

During negotiations, the accommodation process was discussed and for the purpose of clarification, once an employee has submitted the appropriate medical forms here are the steps to be followed by all parties:

1. The Corporation will make every reasonable effort to provide, with the Union and employee, a suitable modified or alternate employment in the workplace that respect the employee's permanent/temporary restrictions;
2. The parties will accommodate the employee on his/her own position and in same classification;
3. The parties will accommodate the employee in his/her own position with readjustment of work to meet restrictions and in same classification;
4. The parties will accommodate the employee in his/her own classification by exercising seniority;
5. The parties will accommodate the employee outside the seniority provisions;
6. The parties will accommodate the employee on a position in another classification in same agreement using the consolidated seniority;
7. The Corporation will accommodate the employee in another bargaining unit at the home seniority terminal. The Corporation and Regional Vice-President and the representative from the affected bargaining unit will meet to process the accommodation.

In addition, if the Corporation considers accommodating an employee from another bargaining unit in collective agreement no.3, the Regional Vice-President will be part of the accommodation process to ensure its consistency.

In the case of more than one (1) accommodated employee in the workplace, subject to limitations and restrictions, seniority shall govern in the placement of all accommodated employees.

At the end of the process, a *Memorandum of Accommodation* will be signed by all parties to confirm accommodation.

Yours truly,

(Original signed by G. Sarazin)

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Gilbert Sarazin  
Senior Advisor, Labour Relations  
Via Rail Canada Inc.

(Original signed by K. Hiatt)

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Ken Hiatt  
President, local 100  
CAW/TCA Canada

## **APPENDIX XIV Consolidated Seniority**

All existing employees and newly hired employees will establish a Consolidated Seniority date coinciding with the last date of entry into the bargaining unit.

Should a full time employee be affected by an Article 8 notice (permanent reduction) not have sufficient seniority to displace a junior employee in their classification at the home seniority location, the employee may displace the junior employee in the bargaining unit at the home seniority terminal using Consolidated Seniority. The affected employee shall make his or her intentions known to his or her supervisor in writing within forty-eight (48) hours of notification.

An employee in the exercising of Consolidated Seniority must reasonably be expected to qualify to perform the duties required within a reasonable amount of time.

Note: It is understood that an employee shall not use Consolidated Seniority to displace into his own classification or bid on bulletins.

All applicable ESIMA options shall be offered in the seniority order to eligible employees in the classification before allowing the exercising of Consolidated Seniority.

Should there be no eligible employee/s in the affected classification, all applicable ESIMA options shall be offered to all eligible employee/s in the new affected classification.

Employees exercising Consolidated Seniority will displace the junior employee on the Consolidated Seniority list.

Employees who exercise consolidated seniority retain recall rights to their former classification.

(At the end of article 9 of ESIMA, a note will be placed referring back to this Appendix)

(Original signed by G. Sarazin)

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Gilbert Sarazin  
Senior Advisor, Labour Relations  
Via Rail Canada Inc.

(Original signed by K. Hiatt)

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Ken Hiatt  
President, local 100  
CAW/TCA Canada

## APPENDIX XV Labour Relations Annual Review

**June 12, 2016**

Mr. Ken Hiatt  
President, Local 100  
**Unifor** Canada

Dear Mr. Hiatt

As a result of discussions during the **2015** negotiations, the Corporation and Union have agreed to implement a yearly meeting to take place during **the month of September** of each year of the current Collective Agreement. The purpose of the meeting is to review Labour Relations topics with the goal being to improve communication and standardize processes among all maintenance centers and line points.

The Corporation's committee will consist of the Senior Advisor, Labour Relations and the Senior Managers of each Maintenance Center. The Union's committee will consist of the President, National Health and Safety Representative, and the Regional Vice-Presidents of Local 100, **Unifor** Canada.

The primary topics to be discussed will be:

- Review of Operational performance and Capital projects.
- Apprenticeship and training programs
- Employee engagement
- Grievance analysis and patterns
- Harassment and violence in the workplace complaints
- External benchmarking
- Safety

A summary of our discussions and action plan, if necessary, will be provided by the Corporation to the Union within thirty (30) days of meeting.

Yours truly,

(Original signed by **M. Martens**)  
**Melanie Martens**  
Senior Advisor, Labour Relations  
VIA Rail Canada Inc