

COLLECTIVE AGREEMENT NO. 1

between

**NATIONAL AUTOMOBILE, AEROSPACE,
TRANSPORTATION AND GENERAL WORKERS
UNION OF CANADA**

and

VIA RAIL CANADA INC.

covering

OFF-TRAIN EMPLOYEES

2010 – 2011 - 2012

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

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

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ARTICLE 1

DEFINITIONS

1.1 Work Week

For regularly assigned employees - a week beginning on the first day on which the assignment is bulletined to work.

1.2 Employee

The word "employee" as used hereinafter shall be understood to mean any employee holding seniority under this Agreement.

1.3 Temporary Vacancy

A vacancy in a position caused by the regularly assigned occupant being absent from duty (including on vacation but excluding pre-retirement vacation) or temporarily assigned to other duties.

1.4 Clerk

The classification Clerk may be subdivided as follows:

Clerical Worker - Employees who regularly devote not less than four hours per day to the writing and calculating incident to keeping records and accounts, rendition of bills, reports and statements, handling of correspondence and similar work.

Machine Operator - Employees who regularly devote not less than four hours per day to the operation of office or station mechanical equipment requiring special skill and training, such as accounting, calculating, statistical and key punch machines, typewriters, dictaphone, telephones and other similar equipment.

The foregoing shall not be construed to apply to:

- Employees engaged in sorting bills, inserting and removing carbons, etc.;
- Junior Clerks, or to other employees doing similar work;
- Employees performing manual work not requiring clerical ability.

1.5 Mutually Arranged (or Mutually Agreed)

An agreement in writing between the proper officer of the Corporation and the designated National or Regional Representative of the Union.

1.6 Locally Arranged

An agreement between the local supervisory officer of the Corporation and the Local Chairperson of the Union.

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

**ARTICLE 2
RECOGNITION AND SCOPE**

2.1 The Corporation recognizes the National Automobile, Aerospace, Transportation and General Workers Union of Canada (CAW/TCA Canada) as the sole collective bargaining agent with respect to wages, hours of work and other working conditions for all classes of employees recognized by the Canada Labour Relations Board certification order dated January 25, 1985, as well as equipment maintenance employees in the classifications represented by the Union.

2.2 In-charge positions will be created where required, in accordance with the established selection process:

- (a) Employees will be subject to an evaluation process to establish their suitability for the position prior to training in seniority order.
- (b) Employees will be provided with job aids to assist them in the selection process.
- (c) If an interview is part of the selection process, the employee may have a union representative present as an observer during the interview. Whenever practicable the employee's supervisor should not be one of the interviewers.
- (d) Employees will be advised of the passing grade(s) required before undergoing the selection process. They will be provided with their grade(s) at the end of the process and have an opportunity for feedback as to their performance.
- (e) Employees must subsequently successfully complete the required training program.

Once employees are qualified for the in-charge position, seniority will determine their job selection.

The in-charge position will be paid a premium rate of pay of \$50 per week above the rate of pay of the senior position within their work group.

The in-charge position will be designated bilingual in locations where the Corporation deems it is an operational requirement.

- 2.3** It is the policy of the Corporation to cooperate in every practical way with employees who desire advancement to official or excepted positions. Accordingly, such employees who make application to their supervisor or the Manager, Human Resources stating their desires, qualifications and experience will be given preference for openings in classifications in excepted positions providing they have the necessary capabilities.
- 2.4** The Corporation also accepts that the main function of Supervisors is to direct the work force. Supervisors and employees outside this bargaining unit should not engage, normally, in work currently or traditionally performed by employees in this bargaining unit.
- 2.5** Should there be a "sale of business" within the context of the Canada Labour Code, the provisions of this collective agreement shall be binding upon any successor or merged company or companies or any successor in the control of the Corporation. In the event there is a merger with another company in which the bargaining unit employees therein are represented by another union in such company, the representation rights and status quo of the Union shall be maintained until a final determination is made under the Canada Labour Code as to the proper representative of the combined group.
- 2.6** 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 during which time the Local Chairperson, or authorized committee person will be given the opportunity to make a brief presentation of 30 minutes on behalf of the Union.

- 2.7** When the Corporation sells, leases, merges, amalgamates or transfers or agrees to sell, lease, merge, amalgamate or transfer its business or the operations thereof or any part of either of them, the Corporation or the purchaser, lessee or transferee or any of them will be a party to and be bound by the existing Collective Agreement/agreements or subsequent Collective Agreement/agreements entered into with the bargaining agent representing any employees affected by the sale, lease, merger, amalgamation, transfer or contract.

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

ARTICLE 3 DEDUCTION OF UNION DUES

- 3.1** The Corporation shall deduct a set percentage from wages due and payable to each employee coming within the scope of this Collective Agreement. The percentage shall be set by the Union and payable every pay period, subject to the conditions and exceptions set forth hereunder.
- 3.2** The amount to be deducted shall be equivalent to the regular dues payment of the Union and shall not include initiation fees or special assessments. The amount to be deducted shall not be changed during the term of the agreement excepting to conform with a change in the amount of regular dues of the Union in accordance with its constitutional provisions, and shall be reported on employees' T-4 slips. The provisions of this Article shall be applicable to the Union on receipt by the Corporation of notice in writing from the Union of the percentage to deduct.
- 3.3** Employees filling positions of a supervisory or confidential nature not subject to all the rules of the agreement as may be mutually agreed between the designated officers of the Corporation and of the Union shall be excepted from dues deductions.
- 3.4** Membership in the Union signatory hereto shall be available to any employee eligible under the constitution of the Union on payment of the initiation or reinstatement fees uniformly required of all other such applicants by the local concerned. Membership shall not be denied for reasons of race, national origin, colour, religion, or gender.
- 3.5** Deductions for new employees shall commence on the first pay period.
- 3.6** Employees filling positions in more than one wage agreement during a pay period will pay union dues under the wage agreement in which they are working on the day the dues are deducted.

- 3.7** Only payroll deductions now or hereafter required by law, deduction of monies due or owing the Corporation and pension deductions shall be made from wages prior to the deduction of dues.
- 3.8** The amounts of dues so deducted from wages accompanied by a statement of deductions from individuals shall be remitted by the Corporation to the officer or officers of the Union, as may be mutually agreed by the Corporation and the Union, not later than 40 calendar days following the pay period in which the deductions are made.
- 3.9** The Corporation shall not be responsible financially or otherwise, either to the Union or to any employee, for any failure to make deductions or for making improper or inaccurate deductions or remittances. However, in any instance in which an error occurs in the amount of any deduction of dues from an employee's wages, the Corporation shall adjust it directly with the employee. In the event of any mistake by the Corporation in the amount of its remittances to the Union, the Corporation shall adjust the amount in a subsequent remittance. The Corporation's liability for any and all amounts deducted pursuant to the provisions of this Article shall terminate at the time it remits the amounts payable to the designated officer or officers of the Union.
- 3.10** The question of what, if any, compensation shall be paid to the Corporation by the Union in recognition of services performed under this Article shall be left in abeyance subject to reconsideration at the request of either party on 15 days' notice in writing.
- 3.11** In the event of any action at law against the parties hereto or either of them resulting from any deduction or deductions from payrolls made or to be made by the Corporation pursuant to Article 3.1, both parties shall cooperate fully in the defence of such action. Each party shall bear its own cost of such defence except that if at the request of the Union counsel fees are incurred these shall be borne by the Union. Save as aforesaid the Union shall indemnify and save harmless the Corporation from any losses, damages, cost, liability or expenses suffered or sustained by it as a result of any such deduction or deductions from payrolls.
- 3.12** The Corporation will pay monthly to the Union **\$0.11 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.

Effective **January 1, 2011**, the monthly payment will be increased to **\$0.12 per compensated hour**.

Effective **January 1, 2012**, the monthly payment will be increased to **\$0.13 per compensated hour**.

ARTICLE 4

HOURS OF WORK

Articles 4.12 to 4.28 are applicable to part-time work.

- 4.1** Except as otherwise provided in Articles 4.2, 4.3, and 4.5 and in the Wage Scale, eight consecutive hours of service, exclusive of the meal period, shall constitute a day's work.
- 4.2** Employees may be assigned to work eight consecutive hours and allowed 30 minutes in which to eat without deduction in pay, said meal period to begin no sooner than the end of the third hour nor later than the beginning of the sixth hour.
- 4.3** Where the work is of an intermittent character, there being no work for periods of more than one hour's duration for one or more employees, and their services cannot otherwise be utilized, split trick assignments may be established. Such split trick assignments will be confined to not more than two tours of duty within a spread of twelve consecutive hours. Split trick assignments will not be established until agreed to by the designated National or Regional Representative of the Union or, in the case of a dispute, until a decision has been rendered authorizing establishment. The spread of hours may be extended by mutual agreement to take care of exception conditions.
- 4.4** Where it has been the practice for weekly rated employees to work less than eight hours per day, that practice shall be continued unless changed on account of conditions beyond the control of the Corporation. Should conditions occasionally demand, employees working such reduced hours may be required to work eight hours per day and overtime will not accrue until after eight hours' service has been performed. To take care of regular requirements such employees may be required to work extra hours on certain days and overtime shall only accrue after eight hours' service has been performed.
- 4.5** Regularly assigned employees who report for duty on their regular assignments shall be paid eight hours at their regular rate. Employees who are permitted to leave work at their own request shall be paid at the hourly rate for actual time worked, except as may be otherwise arranged locally.

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

- 4.6** Employees shall be allowed a regular meal period of not less than 30 minutes nor more than one hour, said meal period to begin no sooner than the end of the third hour, nor later than the beginning of the sixth hour. Should an employee not be allowed a meal period within the agreed hours, he shall be paid for his meal period at the punitive rate and at the first opportunity allowed 30 minutes for lunch without deduction in pay.
- 4.7** The starting time of employees on regular full-time assignments shall not vary by more than two hours from the earliest to the latest starting time on all days of the week. Not less than seven calendar days' notice will be given when changes are required, unless circumstances justify a shorter notice. The employee and the local chairperson shall be notified in writing of such changes. Regular relief assignments will correspond to the starting time, duties and work locations of the employees relieved.
- 4.8** Unless necessary to meet the requirements of the service, employees will not be required to commence work between 0001 hours and 0600 hours. Reasons for such requirements will be provided to the designated National or Regional Representative of the Union in writing not less than seven calendar days prior to the commencement of such shift.
- 4.9** Regular relief assignments will provide 80 hours of work and four rest days over a 14-day period. Whenever possible, such assignments will be for five days' work per week and two rest days, preferably consecutive. Regular relief assignments will in all cases provide at least one rest day per calendar week; however, when an employee bids different successive relief assignments, that condition may not be fulfilled. They 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 under this Agreement.
- 4.10** Where it is impracticable to establish relief assignments in accordance with Article 4.9, the designated National or Regional Representative of the Union and the proper officer of the Corporation may by mutual agreement arrange for relief assignments on such other basis as may be suitable. Consent to such proposed arrangements shall not be unreasonably withheld in cases where employees would otherwise be required to work on assigned rest days or unreasonable travel time would be involved.
- 4.11** Notwithstanding the provisions of Articles 4.5 and 6, regular assignments consisting of four days of 10 hours may be established as mutually arranged.

4.12 The Corporation recognizes that every effort shall be made to establish and maintain as many regular full-time assigned positions as is practical. Within that context, part-time employees can be defined as employees required to perform work during certain periods of a day or on days of the week which, taking into account staffing requirements, cannot practically be made part of regular full time assigned positions in accordance with the applicable provisions of the Collective Agreement. The Corporation will review any alternative put forth by the Union to establish the feasibility of creating regular full-time assignments.

4.13 The maximum number of part-time employees at any point in time will not exceed one such employee for every three regular full-time assigned positions established system-wide. The Corporation will supply to one designated Union officer the number of regular full-time positions and regular part-time assignments in the system. This report will be supplied to one designated Union officer on a quarterly basis thereafter.

NOTE: For the purposes of calculating the one for three ratio, the number of part-time employees relieving on regular full-time assigned positions will not be included in the calculation. Reductions of the labour force causing employees displaced from regular full-time assignments to elect to protect part-time work will not be construed as reason to exceed the maximum number of part-time employees permitted at any given time.

The junior part-time employee will be placed on laid-off status if an employee displaced in accordance with Article 13.3 elects to protect part-time work when the Corporation already has the maximum number of part-time employees permitted. Senior laid-off employees may be recalled at their option to part-time work to fill out the number of part-time employees permitted at any point in time. The monitoring of the part-time ratio will be at the System level and any grievances that result there from will take place at Step 3 of the grievance procedure.

4.14 Part-time employees will be called in seniority order (unless otherwise locally arranged) but will not be required to work more than one tour of duty in any calendar day, though they may elect to accept a second tour of duty on a voluntary basis. Such tours of duty to be paid at regular rates.

4.15 Part-time employees shall not be required to report for work unless provided with a minimum of three hours' notice prior to the commencement time of the work assignment required. The calling procedure will be as locally arranged.

- 4.16** If the senior part-time employee cannot be contacted or fails to respond, the guarantee referred to in Article 4.25 will be reduced by the number of hours the employee would have worked. The junior employee must accept the call, unless there is a bona fide reason.
- 4.17** Part-time employees will be guaranteed a minimum of four hours' pay for each tour of duty, except upon relieving a regular full-time assignment, in which case the part-time employee shall, subject to Article 4.5 or 4.11, be paid the regular hours of the shift being relieved. However, part-time employees accepting on a voluntary basis to work two tours of duty in any calendar day will be guaranteed a minimum of eight hours for two tours of duty, but the tours of duty can be split unevenly.
- 4.18** Part-time employees may work overtime as locally arranged in writing with due regard to Article 5.1. Overtime rates of pay will apply after eight hours in a day or 40 hours in a work week.
- 4.19** Part-time employees will earn the hourly rate applicable to the work performed, in accordance with this Collective Agreement.
- 4.20** Part-time employees shall be included in the Health, Welfare and Pension Plans provided by the Corporation.
- 4.21** Except in emergencies, part-time employees shall not be called for duty in any seven-day period commencing Friday after they have completed 40 hours' work in such period.
- 4.22** Where work is required by the Corporation to be performed on a day which is not part of any assignment, it may be performed by an available part-time employee who would otherwise not have 40 hours of work that week.
- 4.23** Any other provision in this collective agreement relating to part-time employees shall also be applicable.
- 4.24** Part-time employees are those that have less than eight hours per day or less than 40 hours per week. The Corporation and Union agree that there shall be one category of part-time employee which is outlined in this agreement.
- 4.25** Part-time employees will be guaranteed a minimum of 20 hours per week.

- 4.26** 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 abolishing a regular assigned position, the Union will be given at least three months' notice and the employee affected will be entitled to maintain his basic rate of pay with a minimum of 40 hours per week, on a "Maintenance of Earnings" basis.
- 4.27** Regular part-time assignments may be established as mutually arranged, in accordance with the provisions of Articles 4.12 through 4.26, where applicable.
- 4.28** Regular part-time vacancies of 10 working days or less may be filled without the necessity of posting a notice. Vacancies of more than 10 days' duration, and new regular part-time assignments, may be filled by either posting a notice for a period of 3 days or canvassing eligible employees in seniority order at the same terminal. If there are no qualified applicants, employees will be recalled from lay-off in accordance with Article 13.
- 4.29**
- a) The following work rules apply to part-time employees: Articles 4.12 to 4.28, 5.3, 5.8, 8.2, 8.5 (b), 8.5 (c), 8.7, 9.23, 9.24, 9.25, 11.1, 12.7 (a) 13.3 (b), 13.5, 13.13, 13.14, 13.15.
 - b) Part-time employees remain governed by any articles in the Collective Agreement outlining employees' rights, benefits and obligations other than work rules.

ARTICLE 5 OVERTIME AND CALLS

- 5.1** Time worked by employees on regular assignments, continuous with, before, or after the regularly assigned hours of duty shall be considered as overtime and shall be paid at one and one-half times the hourly rate of pay in minimum increments of 15 minutes. Every effort will be made to avoid the necessity for overtime; however, when conditions necessitate, employees will perform authorized overtime work as locally arranged in writing. In the absence of a local arrangement, overtime will be offered to qualified employees in seniority order, failing which the junior qualified employee will be required to work such overtime. An employee required to work overtime for more than two hours, continuous with completion of that employee's regular tour of eight hours' duty will be allowed without deduction of pay, 20 minutes in which to eat, immediately upon completion of two hours' overtime.

- 5.2** There shall be no overtime on overtime. Time worked in excess of 40 hours in a work week shall be paid for at time and one-half, but overtime hours paid for under Article 5.1, shall not be utilized in computing the 40 hours per week. However, up to eight hours paid for on holidays or when changing shifts may be so utilized. In addition, time paid for as arbitraries or special allowances (e.g. attending court, deadheading, travel time) shall be utilized in computing overtime when such payments apply during assigned working hours, or where such time is now included under existing articles in computations leading to overtime.
- 5.3** Time worked in excess of the regularly assigned hours, due to changing shifts, shall be paid at hourly rates, if due to application of seniority rules or where such changes in shifts are locally arranged.
- 5.4** Employees will not be required to suspend work during regular hours to absorb overtime.
- 5.5** Overtime shall be worked only by direction of proper authority. Where advanced authority is not obtainable, overtime will not be allowed unless claim is made to the proper officer within 72 hours from the time service is performed.
- 5.6** Regularly assigned employees notified, or called to work not continuous with, before, or after their regular assigned hours, shall be allowed a minimum of three hours at one and one-half times the hourly rate for three hours' work or less. This does not apply to employees whose calls are cancelled before leaving home.
- 5.7** The hourly rate for weekly rated employees is computed by dividing the weekly rate by 40.
- 5.8** Employees required to work on their assigned rest days shall be paid at one and one-half times their hourly rate with a minimum of three hours for which three hours service may be required, except:
- (a) as otherwise provided under Article 6;
 - (b) where such work is performed by an employee moving from one assignment to another or to or from part-time status in the application of seniority or as locally arranged.
- 5.9** Overtime lists shall be updated every second week, or as otherwise locally agreed, and posted on all bulletin boards with copy to the chairperson.

ARTICLE 6

REST DAYS

- 6.1** Employees will be assigned two rest days in each seven-day period, subject to the following:
- (a) the work week may be staggered in accordance with the Corporation's operation requirements;
 - (b) in the instances of change in days of service, four working days' advance notice will be given to the assigned employees whose positions are affected. The Local Chairperson will be supplied with a copy of any notice.
- 6.2** The rest days shall be consecutive as far as is possible consistent with the establishment of regular relief assignments and the avoidance of working an employee on an assigned rest day. Preference shall be given to Saturday and Sunday, then to Friday and Saturday, then to Sunday and Monday. In any dispute as to the necessity of departing from the pattern of two consecutive rest days, or for granting rest days other than Friday, Saturday, Sunday and Monday, it shall be incumbent on the Corporation to show that such departure is necessary to meet operational requirements and that otherwise additional relief service or working an employee on an assigned rest day would be involved.
- 6.3** On positions where it is not reasonably practicable to provide regular relief each week, the rest day or days for which relief is not provided may be accumulated and granted at a later date in accordance with understandings to be worked out between the designated National or Regional Representative of the Union and the proper officer of the Corporation.
- 6.4** In the event that a situation arises which makes it impracticable to assign consecutive rest days to all employees at a particular point the following procedure shall be followed:
- (a) Full-time regular relief positions shall be established pursuant to Article 4.9;
 - (b) Possible use of rest days other than Saturday, Sunday or Monday, where these may be required under this Agreement, to be explored by the parties;
 - (c) Accumulation of rest days under Article 6.3 shall be considered;

- (d) Other suitable or practicable plans which may be suggested by either of the parties shall be considered and efforts made to come to an agreement thereon;
- (e) If the foregoing does not solve the problem, then some of the relief or extra employees may be given non-consecutive rest days;
- (f) If after all the foregoing has been done, there still remains service which can only be performed by requiring employees to work in excess of five days per week, the number of regular assignments necessary to avoid this may be made with two non-consecutive days off;
- (g) The least desirable solution of the problem would be to work some regular employees on the sixth or seventh day at overtime rates and thus withhold work from additional relief men.

ARTICLE 7 SPARE BOARDS

- 7.1** Spare Boards may be established as required under conditions to be arranged between the proper officer of the Corporation and the designated National or Regional Representative of the Union.

ARTICLE 8 GENERAL HOLIDAYS

8.1 An employee who qualified in accordance with Article 8.2 of this article shall be granted a holiday with pay on each of the following general holidays. When a general holiday falls on an employee's rest day, such holiday shall not be moved to the normal working day immediately following the employee's rest day.

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

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

8.2 In order to qualify for any one of the holidays specified in paragraph 8.1, an employee not regularly assigned to a full-time weekly-rated position;

(a) must have been in the service of the Corporation and available for duty for at least 30 calendar days. This sub-paragraph (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 work days excluding vacation days except that this does not apply in respect of an employee who is laid off or suffering from a bona fide injury, or who is hospitalized on the holiday, or who subsequently qualifies for, weekly sickness benefits because of illness on such holiday; a regularly assigned employee who is required to work on such general holiday shall be given an advance notice of seven calendar days, except for unforeseen exigencies of the service, in which case he will be notified not later than the completion of his shift or tour of duty immediately preceding such holiday that his services will be required. The holiday pay for employees in receipt of weekly sickness benefits is deemed to be included in the weekly sickness benefits;
- (c) must be entitled to wages for at least twelve shifts or tours of duty during the 30 calendar days immediately preceding the general holiday. (This sub-paragraph (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 qualified for weekly sickness benefits and authorized maternity leave will be included in determining the 12 shifts or tours of duty referred to in this sub-paragraph (c).

8.3 An employee regularly assigned to a full-time weekly-rated position in order to qualify for pay for any one of the holidays specified in Article 8.1;

- (a) must have been in the service of the Corporation and available for duty for at least 30 calendar days. This Clause (a) does not apply to an employee who is required to work on the holiday;
- (b) must have performed compensated service in the pay period in which the holiday occurs.

An employee who is required to work on a general holiday shall be given an advance notice of seven calendar days except for unforeseen exigencies of the service in which case he will be notified not later than the completion of his shift or tour of duty immediately preceding the holiday that his services will be required.

An employee who fails to report after having been so notified that his services will be required, will not be paid for the holiday unless his absence is due to a bona fide injury, or hospitalization, 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.

- 8.4** A qualified employee whose vacation period coincides with any of the general holidays specified in Article 8.1 shall receive an extra day's vacation with the pay to which the employee is entitled for that general holiday.
- 8.5**
- (a) An assigned employee qualified under Article 8.2, or 8.3 and who is not required to work on a general holiday shall be paid eight hours' pay at the straight time rate of his regular assignment.
 - (b) Present employees on the seniority list protecting spare and relief, and extra and unassigned, and present employees who may in the future be placed on part-time, who are on the seniority list prior to January 1, 1987, qualified under Article 8.2 and who are not required to work on a general holiday shall be paid eight hours' pay at the straight time rate applicable to the position in which such employee worked his last tour of duty prior to the general holiday.
 - (c) A part-time employee having seniority on or after January 1, 1987, qualified under Article 8.2 or 8.3, and who is not required to work on a general holiday, shall be paid based on the total hours worked in the previous two pay periods divided by 20, at straight time rates, not to exceed a maximum of eight hours' pay. Straight time rate of pay will be the rate of pay of the last position worked prior to the general holiday.
- 8.6** In the application of Article 8.5 (a) for weekly-rated employees, "eight hours" pay at the straight time rate shall be deemed to be a day's pay as calculated according to Article 8.9.
- 8.7**
- (a) An employee who is required to work on a general holiday shall be paid, in addition to the pay provided in Article 8.5 of this Article, at a rate equal to one and one-half times his regular rate of pay for his regular shift on the holiday.
 - (b) An employee called for a specific purpose shall be guaranteed a minimum of three hours for which three hours of service may be required at a rate equal to one and one-half times his regular rate of pay, but he shall not be required to perform routine work to make up such minimum time.

- 8.8** Shifts or tours of duty commencing between 0001 hours on the general holiday and 2359 hours on the night of the general holiday, both times inclusive, shall be considered as work on that holiday.
- 8.9** The daily rate of pay for weekly-rated employees shall be the weekly rate divided by five.

ARTICLE 9 VACATIONS

- 9.1** An employee who, at the beginning of the calendar year, is not qualified for vacation under Article 9.2 hereof, shall be allowed one working day's vacation with pay for each 25 days' cumulative compensated service, or major portion thereof, during the preceding calendar year, with a maximum of 10 working days until qualifying for further vacation under Article 9.2.
- 9.2** Subject to the provisions of Note 1 below, an employee who, at the beginning of the calendar year, has maintained a continuous employment relationship for at least three years and has completed at least 750 days of cumulative compensated service, shall have his vacation scheduled on the basis of one working day's vacation with pay for each 16-2/3 days of cumulative compensated service, or major portion thereof, during the preceding calendar year, with a maximum of 15 working days; in subsequent years, he will continue vacation entitlement on the foregoing basis until qualifying for additional vacation under Article 9.3.

NOTE 1: An employee covered by Article 9.2 will be entitled to vacation on the basis outlined herein if on his fourth or subsequent service anniversary date he achieves 1,000 days of cumulative compensated service; otherwise his vacation entitlement will be calculated as set out in Article 9.1. 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 next vacation, the adjustment will be made at time of leaving.

9.3

Subject to the provisions of Note 2 below, an employee who, at the beginning of the calendar year, has maintained a continuous employment relationship for at least 9 years and has completed at least 2,250 days of cumulative compensated service, shall have his vacation scheduled on the basis of one working day's vacation with pay for each 12 1/2 days of cumulative compensated service, or major portion thereof, during the preceding calendar year, with a maximum of 20 working days; in subsequent years, he will continue vacation entitlement on the foregoing basis until qualifying for additional vacation under Article 9.4.

NOTE 2: An employee covered by Article 9.3 will be entitled to vacation on the basis outlined therein if on his tenth or subsequent service anniversary date he achieves 2,500 days of cumulative compensated service; otherwise his vacation entitlement will be calculated as set out in Article 9.2. 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 next vacation, the adjustment will be made at time of leaving.

9.4

Subject to the provisions of Note 3 below, an employee who, at the beginning of the calendar year, has maintained a continuous employment relationship for at least 19 years and has completed at least 4,750 days of cumulative compensated service, shall have his vacation scheduled on the basis of one working day's vacation with pay for each 10 days of cumulative compensated service, or major portion thereof, during the preceding calendar year, with a maximum of 25 working days; in subsequent years, he will continue vacation entitlement on the foregoing basis until qualifying for additional vacation under Article 9.5.

NOTE 3: An employee covered by Article 9.4 will be entitled to vacation on the basis outlined therein if on his twentieth or subsequent service anniversary date he achieves 5,000 days of cumulative compensated service; otherwise, his vacation entitlement will be calculated as set out in Article 9.3. 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 next vacation, the adjustment will be made at time of leaving.

9.5 Subject to the provisions of Note 4 below, an employee who, at the beginning of the calendar year, has maintained a continuous employment relationship for at least 26 years and has completed at least 6,500 days of cumulative compensated service, shall have his vacation scheduled on the basis of one working day's vacation with pay for each 8 1/3 days of cumulative compensated service, or major portion thereof, during the preceding calendar year, with a maximum of 30 working days.

NOTE 4: An employee covered by Article 9.5 will be entitled to vacation on the basis outlined therein if on his twenty-seventh or subsequent service anniversary date he achieves 6,750 days of cumulative compensated service; otherwise his vacation entitlement will be calculated as set out in Article 9.4. 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 next vacation, the adjustment will be made at time of leaving.

9.6 Where methods relating to calculation of vacation may differ from the foregoing, such methods will continue to apply.

9.7 A year's service is defined at 250 days of cumulative compensated service.

9.8 An employee who while on annual vacation, becomes ill or is injured shall have the right to terminate (temporarily) his vacation and be placed on short term disability. An employee who is again fit for duty shall immediately so inform the corporate officer in charge and will continue his vacation if within his scheduled dates. If the remaining vacation falls outside the employee's scheduled dates, such vacation will be rescheduled as may be locally arranged.

9.9 An employee who, due to sickness or injury, or on an authorized leave of absence for union business, is unable to take or complete his annual vacation in that year shall, at the option of that employee, have the right to have such vacation carried to the following year.

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

- 9.11** (a) Provided an employee renders compensated working service in any calendar year, time off duty account bona fide illness, injury, union business in accordance with Articles 17.2, 17.3 and 17.4, called to court as a witness, or for uncompensated jury duty, not exceeding a total of 150 days in any calendar year, shall be included in the computation of service for vacation purposes.
- (b) An employee who takes an authorized leave of absence for maternity and/or parental in accordance with the terms and conditions of the Canada Labour Code, Part III shall have such period included in the computation of service for vacation purposes.
- 9.12** Vacation days shall be exclusive of the assigned rest days and the legal holidays and bereavement days specified in Articles 6, 8 and 29 respectively.
- 9.13** Days worked on any position covered by a similar Vacation Agreement will be counted as service for vacation purposes under this Agreement.
- 9.14** An employee will be compensated for vacation at the rate of the position which he would have been filling during such vacation period.
- 9.15** An employee terminating his employment for any reason at a time when an unused period of vacation with pay stands to his credit shall be allowed vacation calculated to the date of his leaving the service, as provided for in Articles 9.1, 9.2, 9.3, 9.4, and 9.5, and, if not granted, will be allowed pay in lieu thereof.
- 9.16** (a) In the event an employee is laid off, they may elect either;
- (i) To receive payment in lieu of vacation for all outstanding vacation due to them at the beginning of the current calendar year, or;
- (ii) To take the vacation at the time allotted to them pursuant to Article 9.20 or 9.21.
- (b) If the employee is laid off at the time the vacation was scheduled, they shall receive payment in lieu of vacation for all outstanding vacation due to them.
- (c) In the event there is a payment made in lieu of vacation, the number of days of vacation represented by the payment will be included in the computation of cumulative compensated service.

- 9.17** An employee who (1) leaves the service of his own accord, (2) is dismissed for cause and not reinstated in his former seniority standing within four years of date of such dismissal, will, if subsequently returned to the service be required to again qualify for vacation with pay as provided in Articles 9.1, 9.2, 9.3, 9.4, and 9.5.
- 9.18** An employee who has become entitled to a vacation with pay shall be granted such vacation within a 12-month period immediately following the completion of a calendar year of employment in respect of which the employee became entitled to the vacation.
- 9.19** Applications for annual vacations from employees shall be filed prior to February 1st in the group where the employees are currently holding a position.
- 9.20** Applications filed prior to February 1st, insofar as it is practicable to do so, will be allotted vacation during the summer season, in order of seniority of applicants, and unless otherwise locally arranged, the vacation period shall be continuous. Applicants will be advised in writing in February of dates allotted them in the group where applicants are currently holding a position, and unless otherwise locally arranged, employees must take their vacation at the time allotted.
- 9.21** Unless otherwise locally arranged, employees who do not apply for vacation prior to February 1st, shall be required to take their vacation at a time to be prescribed by the Corporation.
- 9.22** Notwithstanding Article 12.1 and 12.6, the Manager responsible for vacation allocation and the Local representative or his/her delegate will meet in November each year to review vacation scheduling in order to, as far as practicable, make local arrangements to carry on work while members are on vacation without incurring additional expense for the Corporation.
- Should such arrangements result in the establishment of a vacation relief position, it shall be bulletined in accordance with Article 12. If this is not practicable (first sentence), 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.
- 9.23** 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 return to such group at least 30 days prior to the scheduled start date of the vacation, failing which they must take their vacation at a time as locally arranged.

9.24 Part-time employees will be compensated for vacation on the basis of a percentage of their previous year's gross earnings, the percentage amounts to be determined based on entitlement as specified under Articles 9.1 through 9.5 of this agreement, that is, 2% per week of vacation:

| | | |
|-------------------|---|-----|
| 2 weeks' vacation | - | 4% |
| 3 weeks' vacation | - | 6% |
| 4 weeks' vacation | - | 8% |
| 5 weeks' vacation | - | 10% |
| 6 weeks' vacation | - | 12% |

9.25 Employees promoted to official or excepted positions after vacation dates are allotted and transfer from the group to which assigned when vacation dates were allotted will be required to return to such group at least 30 days prior to the scheduled start date of the vacation, failing which they must take their vacation at a time as locally arranged.

ARTICLE 10 SENIORITY GROUPINGS

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

VIA Atlantic
VIA Quebec
VIA Ontario
VIA West

ARTICLE 11 SENIORITY

11.1 An employee will be considered on probation until they have completed eighty (80) days of actual work in the service of the Corporation. The employees may be removed for cause, which, in the opinion of the Corporation, renders the employee unsuitable for its service during such period. The probationary employee shall have access to the grievance procedure.

11.2 A seniority list will be maintained for each seniority group showing seniority numbers, names, positions, location and date of last entry into the Corporation's service in a position covered by such seniority group, from which date seniority will accumulate. Seniority lists will be maintained by the Corporation and a copy furnished to the designated National or Regional Representative of the Union and the Local Chairperson concerned in February, June and October of each year.

A copy of the appropriate seniority list will be posted each February in a location suitable for the employees concerned. The date the seniority list is posted at each location will be shown on the seniority list.

- 11.3 (a)** The name of an employee shall be placed on the seniority list immediately upon being employed on a position covered by this Agreement. An employee transferred to an excepted position or on leave of absence will have appropriate notation placed opposite his name.

Employees will remain on the seniority list providing they have compensated service under Agreement No. 1 or No. 2 within 24 months from the day of last entry into service on a position covered by Agreement No. 1 or No. 2, and any period of 24 months thereafter, otherwise they will forfeit their seniority, their name will be removed from the seniority list and their employment will be terminated. The above period of 24 months will commence after the weekly lay-off benefits terminate.

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

Furthermore, when an employee is on an authorized leave of absence for any reason (i.e., illness, injury, Union leave, WCB and others), he is considered to be as having been on compensated service. The designated National or Regional Representative of the Union shall be provided with a list of the names of those employees who have been removed from the seniority list through the application of this article.

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

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

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

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

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

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

- 11.4** Protests respecting seniority status must be submitted in writing within 60 calendar days from the date seniority lists are posted. When proof of error is presented by an employee or his representative, such error will be corrected and when so corrected the agreed upon seniority date shall be final. No change shall be made in the existing seniority status of an employee unless concurred by the designated National or Regional Representative of the Union.
- 11.5** No change shall be made in the seniority date accredited an employee which has appeared on two consecutive annual seniority lists unless the seniority date appearing on such lists was protested in writing within the 60 calendar day period allowed for correctional purposes. Names which have not appeared on two consecutive annual seniority lists shall not be restored to such seniority lists except in accordance with Article 11.13 or by agreement with the designated National or Regional Representative of the Union. A supplemental bulletin will be issued by the Corporation and posted by June 30th of each year showing any corrections to the seniority list as provided for above.
- 11.6** An employee with less than one year's seniority who, while filling a position under this Agreement, accepts a non-supervisory position under another wage agreement shall forfeit his seniority under this Agreement and his name shall be removed from the seniority list. This shall not apply when the employee accepts temporary and/or relief work under another wage agreement but should such temporary and/or relief work extend into a continuous period exceeding six months, he shall forfeit his seniority under this Agreement and his name shall be removed from the seniority list.
- 11.7** An employee with one year's seniority or more who, while filling a position under this Agreement, accepts non-supervisory work under another wage

agreement shall be permitted to perform such work for a continuous period up to six months without loss of seniority. However, provided he can hold work in his own seniority group, he must return to such group at or prior to the expiration of such six month period or forfeit his seniority rights under this Agreement and his name shall be removed from the seniority list. After return from work under another wage agreement, the employee must remain on a position covered by this Agreement for a continuous period of at least six months. If he returns to work under another wage agreement before the expiration of such six months, except when required for emergency work under another wage agreement, he will forfeit his seniority under this Agreement.

11.8 The provisions of Articles 11.6 and 11.7 shall not apply to an employee who, while holding seniority rights under another wage agreement, obtains employment and establishes seniority rights under this Agreement. If such an employee, while filling a position under this Agreement, exercises his seniority under the provisions of another wage agreement, his name shall be removed from the seniority list. An employee shall not be regarded as having exercised seniority rights when used for emergency service only.

11.9 (a) Permanent Positions

Effective June 26, 2010, an employee holding seniority under this Agreement and who is presently filling or who may in the future be promoted to an official permanent position with the Corporation which is excepted from any provision of this or any Collective Agreement, will have his or her name continued on the seniority list of the group from which promoted at his or her home seniority terminal and will retain seniority rights and continue to accumulate seniority while so employed for the duration of six (6) cumulative months. The Regional Representative shall be advised of any such promotions.

Thereafter, such employee will cease to accumulate any further seniority until such employee returns to a position within the bargaining unit. The period of six cumulative months may be extended through a management-union accord.

When an employee who has not forfeited his seniority under the above provisions, is released from such excepted employment, except at his own request or as provided in Article 12.19, he may exercise his seniority rights to any position in his seniority group which he is qualified to fill. He must make his choice of a position, in writing, within 10 calendar day from the date of release from excepted employment and commence work on such position within 30 calendar days from the date of release from excepted employment. Failing this, he shall forfeit his seniority and his name shall be removed from the seniority list.

NOTE: When an employee is promoted to an excepted position his position will be filled in accordance with Article 12.1. When released from the excepted position he must exercise seniority within his seniority group for which he is qualified to fill.

NOTE: If the Department to which the employee is promoted temporarily does not advise the Regional Representative before the end of the next pay period of the date the employee is occupying a management position, the employee's seniority will be forfeited as of the date the employee started on the excepted management position.

11.9 (b) Temporary Positions

Effective June 26, 2010, an employee holding seniority under this Agreement and who is presently filling or who may in the future be promoted temporarily to an official or any Temporary position with the Corporation which is excepted from any provision of this or any Collective Agreement, will have his name continued on the seniority list of the group from which promoted at his home seniority terminal and will retain seniority rights and continue to accumulate seniority while so employed for a period of twelve (12) consecutive months. Thereafter, such employee will cease to accumulate any further seniority until he returns to a position within the bargaining unit. The appropriate officer of the Corporation shall advise the Regional Representative of such temporary promotions and the duration thereof. The period of twelve consecutive months may be extended through a mutual agreement.

When an employee who has not forfeited his seniority under the above provisions, is released from such excepted employment, except at his own request or as provided in Article 12.19, he may exercise his seniority rights to any position in his seniority group which he is qualified to fill. He must make his choice of a position, in writing, within 10 calendar day from the date of release from excepted employment and commence work on such position within 30 calendar days from the date of release from excepted employment. Failing this, he shall forfeit his seniority and his name shall be removed from the seniority list.

NOTE: When an employee is temporarily promoted to an excepted position for less than 90 days his position will be filled in accordance with Article 12.6. When released from the excepted position he must return to his regular assignment.

NOTE: In the application of this paragraph, should an employee holding a non-scheduled, official or excepted position be set back to a position covered by this Collective Agreement for a period of less than 90 days such time will be considered as part of the twelve (12) consecutive months.

NOTE: If the Department to which the employee is promoted temporarily does not advise the Regional Representative before the end of the next pay period of the date the employee is occupying a management position, the employee's seniority will be forfeited as of the date the employee started on the excepted management position.

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

11.9 (c) Temporary Training Instructor

Effective June 26, 2010, an employee holding seniority under this agreement and who is presently filling or who may in the future be promoted to an official or excepted position as temporary training instructor with the Corporation which is excepted from any provision or any Collective Agreement will have his or her name continued on the seniority list of the group for a period of twelve months from which promoted at his or her home seniority group and will retain seniority rights and continue to accumulate seniority while so employed. The Corporation will notify the Regional representative of such promotions.

When an employee who has not forfeited his seniority under the above provisions, is released from such excepted employment, except at his own request or as provided in Article 12.19, he may exercise his seniority rights to any position in his seniority group which he is qualified to fill. He must make his choice of a position, in writing, within 10 calendar day from the date of release from excepted employment and commence work on such position within 30 calendar days from the date of release from excepted employment. Failing this, he shall forfeit his seniority and his name shall be removed from the seniority list.

NOTE: When an employee is temporarily promoted to an excepted position for less than 90 days his position will be filled in accordance with Article 12.6. When released from the excepted position he must return to his regular assignment.

NOTE: If the Department to which the employee is promoted temporarily does not advise the Regional Representative before the end of the next pay period of the date the employee is occupying a management position, the employee's seniority will be forfeited as of the date the employee started on the excepted management position.

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

11.10 The name of an employee who has been or is transferred from a position covered by this Agreement to a position with an association affiliated with the Corporation, e.g. The Railway Association of Canada, will be continued on the seniority list for the group in which he holds seniority and shall continue to accumulate seniority while so employed. Such individual, when released from such employment, except as provided in Article 12.19, may exercise his seniority rights to any position in his seniority group which he is qualified to fill. He must make his choice of a position, in writing, within 10 calendar days from the date of release from such other employment and commence work on such position within 30 calendar days from the date of release from such other employment. Failing this, he shall forfeit his seniority and his name shall be removed from the seniority list.

11.11 The name of an employee transferred with his work from a staff covered by this Agreement to a staff not covered by this Agreement, shall be removed from the seniority list.

- 11.12** The seniority status of an employee transferred with his work from a staff not covered by this Agreement to a staff covered by this Agreement shall be decided by agreement between the proper officer of the Corporation and the designated National or Regional Representative of the Union. The basis of such decision shall be the seniority to which he would have been entitled had his service on such other staff been governed by the terms of this Agreement.
- 11.13** An employee who has been discharged and is subsequently returned to the service on a position covered by this Agreement will only be allowed seniority from the date of his return to the service, unless reinstated with his former seniority status. An employee who is not reinstated with his former seniority status within two years of the date of his discharge may only be so reinstated by agreement between the proper officer of the Corporation and the designated National or Regional Representative of the Union.
- 11.14** When two or more employees commence work in the same seniority group on the same day, the procedure for establishing their relative seniority shall be as follows:
- (a) The employee who commenced work at the earliest hour of the day shall be senior;
 - (b) When the employees commenced work at the same hour, the order in which employees were scheduled for the interview will determine the seniority order. The National or Regional Representative shall, upon request, be furnished with the time and date of such interview. The information will be placed on the employees' files.
 - (c) All other things being equal they shall be placed on the seniority list as mutually agreed between the proper officer of the Corporation and the designated National or Regional Representative of the Union.

ARTICLE 12

BULLETINING AND FILLING OF POSITIONS

- 12.1** Temporary vacancies, newly-created positions or seasonal positions, any of which are known to be of more than 90 calendar days' duration, and vacancies in permanent positions will be bulletined on the Region to the seniority group concerned.
- 12.2** When required, Regional bulletins will be issued every third Wednesday. Bulletins will be posted promptly for a period of 12 calendar days in places accessible to all employees affected and a copy of each bulletin will be furnished to the Local Chairperson concerned.

12.3 All bulletins will show classification and location of the position, general description of duties, necessary qualifications (where applicable), rate of pay, level of the position, hours of assignment including meal period, assigned rest days, the approximate date of commencement for seasonal and temporary assignments and their approximate duration. Where the nature of the work will require the successful applicant to perform his duties outside, such information will be specified in the bulletin.

Employees other than those referred to in Article 11.9 desiring such position will submit written application showing seniority number, present classification and location, together with their qualifications. Except as provided in Article 12.4, applications must be filed to reach the designated officer not later than the twelfth day after the date of bulletin. As evidence that an application has been submitted each applicant must forward a copy of his application to his Local Chairperson.

12.4 A permanent position shall be declared vacant, and bulletined only to the seniority group at the station or terminal affect, when the regularly assigned starting time or spread of hours is changed two hours but less than eight hours, or assigned rest day or days are changed. Such position shall be awarded to the qualified senior employee at such station or terminal affected who makes written application therefore within five calendar days from the date the bulletin is posted, and subsequent vacancies will be advertised in the same manner.

An employee displaced as a result of the foregoing must within five calendar days of being displaced exercise his seniority rights to another position which he is qualified to fill in his own seniority group at his station or terminal. When the starting time or spread of hours of a position is changed eight hours or more, the position will be bulletined to the region.

12.5 When the assigned starting time or spread of hours of a position is changed one hour or more but less than two hours, the meal period is changed, the incumbent of such position may exercise his seniority to another position within the same classification at the same office or station. The employees affected thereby will exercise their seniority within the same classification at the same office or station. Such employees will not be considered as displaced within the meaning of Article 13.

12.6 Temporary vacancies, newly created positions and seasonal positions, when known to be for 90-calendar days' duration or less, will not be bulletined. However, suitable advice notice will be posted, as required, at the station or terminal affected and a copy of the advice notice will be sent to the Local Chairperson. Such position shall be awarded to the qualified senior employee on the Region who makes application therefore within five calendar days from the date notice is posted. The successful applicant shall be permitted to assume the temporary vacancy within 10 days from the date the advice notice is posted. Applications from regularly assigned employees will only be accepted when it is known the vacancy is for more than 10 working days and when it involves an increase in rate of pay, or a change in shift, or rest day or days. When other qualified employees are available regularly assigned employees will not be allowed to commence work on a temporary vacancy and work their regular assignment on the same day.

12.7 Temporary vacancies of 10 working days or less, and vacancies in other positions pending occupancy by the successful applicant may be filled without the necessity of advice notice or bulletin:

- (a) first by a qualified part-time employee who has not completed 40 hours of work for any particular week;
- (b) then by a senior qualified regularly assigned employee at the same station or terminal who desires such work.

An employee filling a temporary vacancy pending occupancy by the successful applicant will not be subject to displacement during the first 30 days of occupancy. When it is known that a temporary vacancy will occur, employees desiring the position may be required, as locally arranged, to make their intentions known some time prior to the starting time of the vacancy. The employee, so assigned, will not be subject to displacement during such period, except by a senior qualified employee unable to hold work at the station or terminal affected.

12.8 An employee, who has applied for a bulletined position, may cancel his application provided written cancellation reaches the designated officer not later than the twelfth calendar day after date of a Regional bulletin or the fifth calendar day in the case of a station bulletin. As evidence that the application has been cancelled, the employee must forward a copy of his cancellation to the Local Chairperson.

Unless there is no other qualified applicant, an employee vacating a position will not be considered for such position until it again becomes vacant.

- 12.9** Where no applications are received from qualified employees in the seniority group in which a vacancy occurs, and no qualified employees are available on the Region laid-off list, a written application from the qualified senior employee from another seniority group will be given preference. Such an employee will accumulate seniority rights in his new group from the date he starts work on a position in that new seniority group. He will also retain all rights in his former group until such time he exercises his seniority in the new seniority group. Upon returning to his former seniority group, he will forfeit his rights in the group to which he had transferred.
- 12.10** An employee who, in accordance with Article 12.9 transfers from one group to another and later transfers to a third group will forfeit his seniority in the original group. Similarly, an employee transferred from the second seniority group to an excepted position will forfeit his seniority in the first seniority group.
- 12.11** In the event that there is an unfilled vacancy for which there is no qualified applicant, a qualified employee at the station or terminal may be required to fill such a position. The qualified employee will be selected in reverse seniority order on a rotating basis to distribute the required work. In such cases, the Corporation will commence the training of another employee for the position immediately so that the employee required to fill the position may be returned to his regular assignment as soon as is practicable and shall be able to resume his former position after 45 calendar days. The Corporation shall inform the Local Chairperson under whose jurisdiction the employee comes that this Article has been invoked.
- 12.12** When a vacancy or a new position is to be filled, it shall be awarded to the senior applicant who has the qualifications required to perform the work. Management will be the judge of qualifications subject to the right of appeal by the employee and/or the Union. The name of the appointee and his seniority will be shown on the next bulletin. Should there be no qualified applicant, management may consider the application of the employees it considers most likely to acquire the qualifications, in seniority order.
- 12.13** Employees shall be permitted to assume positions bulletined in accordance with Article 12.1 to which appointed within 21 calendar days of the date of bulletin making the appointment and must assume such position within 45 calendar days of such appointment or on completion of their present temporary assignment.
- 12.14** A regularly assigned employee who is assigned to a temporary vacancy of any duration or to any position of 90-calendar days' duration or less may, upon completion of such temporary assignment, displace junior employee on any other temporary assignment, except as provided for in Article 12.7 before returning to his regularly assigned position.

- 12.15** An employee, returning from vacation or leave of absence (except as provided in Article 11.10), shall immediately resume his former position and within five working days of his return may exercise his seniority to any position bulletined in accordance with Articles 12.1, 12.4 or 12.6 during his absence. When displacing, in accordance with Article 12.6, employees will only be permitted to displace at their station or terminal. Employees thereby displaced will return to their former assignments, or may exercise their seniority rights to any position awarded under Articles 12.1, 12.4 and 12.6 to a junior employee during the period between their appointment and subsequent displacement.
- 12.16** An employee, who is assigned to a position by bulletin, will receive a full explanation of the duties of the position and must demonstrate his ability to perform the work within a reasonable probationary period up to 30 working days, the length of time dependent upon the character of the work. Any extension of time beyond 30 working days shall be locally arranged.
- Failing to demonstrate his ability to do the work, he shall be returned to his former position without loss of seniority and the employee so displaced will be allowed to exercise his seniority. When an employee who has been assigned to a position by bulletin fails to demonstrate his ability to perform the work, the position will be re-bulletined.
- 12.17** When a senior applicant is not awarded a bulletined position, he may appeal the appointment, in writing, within 21 calendar days of such appointment through the grievance procedure. After making an appeal, he may be required or shall at the request of the Local Chairperson or authorized Committee person be allowed to demonstrate his qualifications for the position. The Local Chairperson or authorized Committee person may be present at such demonstration.
- 12.18** An employee, removed from a position to which he had been appointed, as a result of a grievance filed by a senior employee, may return to his former position, or exercise his seniority rights to any position for which he is qualified, awarded to a junior employee during the period between his appointment and subsequent removal and the employee so displaced will be allowed to exercise his seniority.

12.19 Unless otherwise locally arranged, an employee who is removed from his regular position as a disciplinary measure will not be permitted to displace any regularly assigned employee within the first 12 months of cumulative compensated service after the discipline was assessed, but will be permitted to apply for any vacancies within that group.

Upon completion of the said 12-month period, the employee may apply for his former position if it is vacant at the time. If his former position is not vacant, he may displace a junior employee in the same position at the end of the 23 months, but not later than 24 months after the assessment of discipline.

ARTICLE 13 STAFF REDUCTION, DISPLACEMENT AND RECALL TO SERVICE

13.1 When staffs are reduced, senior employees with sufficient ability to perform the work will be retained.

13.2 In instances of staff reduction, 14 calendar days' advance notice will be given to regularly assigned employees whose positions are to be abolished, except in the event of a strike or work stoppage by employees in the railway industry, in which case a shorter notice may be given. The Local Chairperson will be supplied with a copy of any notice.

13.3 An employee whose position is abolished or who is displaced from his permanent position **shall:**

- (a) displace a junior employee in his own seniority group on a **permanent** position, for whose position he is qualified
- (b) displace a junior employee in his own seniority group on a **temporary** position, for whose position he is qualified if unable to hold a permanent position after exhausting seniority rights

13.4 An employee, who has signified his intention to displace a junior employee, shall forfeit his seniority and his name shall be removed from the seniority list and his employment will be terminated if he fails or refuses to commence work at the next effective date on the regularly assigned position he has chosen within 20 calendar days of making his choice, or within five calendar days of exercising his seniority to a temporary assignment. An employee completing or being displaced from a temporary position may displace a junior employee on another temporary position **or return to his permanent position.**

- 13.5** An employee, who has signified his intention to remain available for part-time work shall be governed by Articles 4.12 to 4.27. The foregoing provisions shall also apply to an employee hired for part-time work.
- 13.6** A senior employee allowed to displace a junior employee shall receive a full explanation of the duties of the position and must demonstrate his ability to perform the work within a reasonable probationary period up to 30 working days, the length of time dependent upon the character of the work. Any extension of time beyond 30 working days shall be locally arranged. The provisions of Article 12.17 may be applied in cases when an employee is not allowed to displace.
- 13.7** An employee who has exercised his seniority in accordance with this Article and fails to show necessary qualifications for the position he has chosen, will be required to vacate such position. He may again, displace a junior employee for whose position it is considered he is qualified. The employee he originally displaced, and other employees displaced as a direct consequence thereof, shall return to their former positions.
- 13.8** When an employee is on leave of absence or vacation at the time his position is abolished or he is displaced, the time limits specified in this Article will apply from the time he reports for duty.
- 13.9** An employee, who fails to comply with Articles 13.3, 13.4 and/or 13.5 because of illness, or other cause for which leave of absence has been granted, shall not lose his seniority.
- 13.10** A laid-off employee must register his name and address, in writing at time of layoff, with his immediate supervisory officer and his Local Chairperson. He must also advise in writing, the proper officer of the Corporation and the Local Chairperson of any change of address. An employee who fails to comply with either of these requirements shall forfeit his seniority and his name shall be removed from the seniority list.
- 13.11** When a vacancy is not filled in accordance with Article 12.9, a laid-off employee, if qualified, shall be given preference of employment in seniority order in filling new positions or vacancies in other than his own seniority group.
- 13.12** A laid-off employee, who accepts works in a seniority group other than his own, will accumulate seniority from the date he commences work in such group. He will retain full seniority rights in his former group until such time as he refuses to accept a recall to such former group until such time as he refuses to accept a recall to such former group. Upon returning to his former group he will forfeit all rights in the group to which he had transferred.

13.13 A laid-off employee shall, if qualified, be recalled to service in order of seniority when a vacancy in his seniority group remains unfilled after having been bulletined. An employee, recalled from layoff, shall be notified by registered mail to the last address on record with the Corporation.

13.14 A laid-off employee, subject to recall, will not be required to report for duty providing that:

(a) It is definitely known that the duration of the work will not exceed 90 calendar days and another junior qualified laid-off employee is available, or

(b) The position available is not in his own job security eligibility territory.

NOTE: This Article does not constitute a guarantee of 90 days of employment.

In either event, the employee concerned must give written advice of his intentions to his immediate supervisor immediately upon receipt of notification to resume duty.

Employees who elect to protect part-time work in accordance with Article 13.3(b), and who are subsequently laid off, must accept to return from lay-off to part-time work on a senior may, junior must basis. Junior employees who refuse to return to work when called will not be offered any other part-time work during their period of lay-off.

Employees who are hired for part-time work will be required to accept part-time work when called on a senior may, junior must basis.

13.15 A laid-off employee who fails to report for duty or to give a satisfactory reason to the Corporation, in writing, for not doing so within 10 calendar days from date of notification, shall forfeit his seniority, his name shall be removed from the seniority list and his employment will be terminated.

ARTICLE 14

TRANSFERS

14.1 When work is transferred from one seniority group to another, employees shall be transferred with it as may be mutually agreed between the proper officer of the Corporation and the designated National or Regional Representative of the Union. The names of such employees shall be removed from the seniority list of the group from which transferred and included with full seniority on the list of the group to which transferred.

ARTICLE 15 REHABILITATION

15.1 When mutually agreed between the Director, Human Resources or designate, and the designated National or Regional Representative of the Union, an employee who has become unfit* to follow his usual occupation may:

- (a) displace a junior employee in his own seniority group for whose position he is qualified, or
- (b) be placed, when mutually agreed between the proper officer of the Corporation and the designated National or Regional Representative of the Union, in a position on his Region, notwithstanding that it may be necessary to displace an able-bodied employee to provide suitable employment for him. Such mutual agreement will not be unreasonably or arbitrarily withheld.
- (c) if, after the application of sub-paragraphs (a) and (b) above, employees are still not able to hold work, they may be trained, providing they have the suitability and adaptability, to fill a vacant assignment or to displace a junior employee.

***NOTE:** The recognized Medical Department will determine an employee's fitness to follow his usual occupation. The designated National or Regional Representative of the Union will be advised when a rehabilitated employee becomes fit to follow his usual occupation.

In the event of a dispute regarding the Corporation medical department's determination, the employee will be entitled to one independent medical assessment, selected and paid for by the Corporation in line with the Corporation's current medical department's policy. Such assessment becomes binding for both parties.

15.2 In dealing with incapacitated employees, seniority shall govern in respect of preference of shift and employment.

15.3 A rehabilitated employee placed on a position shall not be displaced by an able-bodied employee so long as he remains on such position, except when a senior employee is otherwise unable to hold a position in his seniority group. Should he subsequently recuperate he shall be subject to displacement in which case he shall exercise his seniority rights.

ARTICLE 16

TRAINING

- 16.1** Employees shall be encouraged to learn the duties of other positions and every opportunity shall be afforded them to learn the work of such positions in their own time, and during regular working hours when it will not unduly interfere with the performance of their regularly assigned duties.

The supervisory officer may for this purpose arrange with the interested employees to exchange positions for temporary periods without affecting the rates of pay of the employees concerned. The Local Chairperson of the Union will be informed when employees exchange positions in accordance with this Article.

16.2 **Training During Normal Working Hours**

An employee required by the Corporation to take training during his normal working hours will be paid his regular rate of pay while in training.

Training Outside Normal Working Hours

An employee required by the Corporation to take training outside his normal working hours will be compensated at his regular rate of pay while in training, except that on any day when the Corporation requires an employee to take training in addition to working his regular assignment, he shall be compensated for all such combined time, in excess of eight hours, at punitive rates.

Voluntary Training

Where training facilities are provided by the Corporation on a voluntary basis an employee taking advantage of such training will not be compensated.

- 16.3** The Corporation shall have training courses which shall be sufficient to allow the employees opportunities to upgrade their knowledge and skills. When training is offered, notices shall be posted for all employees covered under this agreement for a period of not less than 14 calendar days. The notice shall contain all pertinent information, such as type of course, hours, duration and location of courses. Selection from applicants will be based on seniority among the applicants who meet the bona fide occupational requirements of the position. For the purposes of an employee being absent the provisions of Article 12.15 will apply provided that the training course has not yet commenced. Time spent in training shall be considered for all intents and purposes as time worked. Employees presently in the service of the Corporation will be considered for training before a person not already in the employ of the Corporation, unless otherwise mutually arranged. Those employees successfully completing the training for a given position will

thereafter be considered qualified for that position, and may be expected to fill vacancies in that classification as mutually arranged.

- 16.4** Upon successful completion of necessary formal technical training, employees will be obligated to bid on any position for which they were trained on a senior may, junior must basis. The lock-in period will begin once an employee commences work on the position. If the training received was for more than four days and less than 15 days, the lock-in period will continue until they have completed 80 days of cumulative compensated service. If the training period was for 15 days or more, the lock-in period will continue for 120 days of cumulative compensated service. The lock-in obligation expires one calendar year after first commencing work on a position regardless of the number of days of cumulative compensated service.

If during the lock-in period the employee is the successful applicant to a permanent or temporary higher rated position, and is not permitted to immediately assume the position, he will be compensated at the higher rate until completion of the lock-in period, after which he will assume the higher rated position. The higher rate of pay will be discontinued if the employee is displaced or the position is abolished during the lock-in period.

- 16.5** Authorized training expenses incurred by employees will be reimbursed by the Corporation.
- 16.6** Whenever an employee is expressly required to provide training on the job for one or more employees during his shift, he will be paid a premium of **\$20.00** for each such shift.

ARTICLE 17

LEAVE OF ABSENCE & FREE TRANSPORTATION

- 17.1** Employees elected or appointed as full-time salaried National or Regional representatives paid by the Union shall, upon request, be granted leave of absence without pay **and shall continue to accumulate seniority while so engaged.** Such employees shall be considered as having accumulated cumulative compensated service under this Agreement for vacation purposes.
- 17.2** Employees shall be granted free transportation in accordance with pass regulations and leave of absence without pay to attend General Meetings, union conventions and union business upon the request of the Local Chairperson or designated National or Regional Representative of the Union.

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

ARTICLE 18
SERVICE AWAY FROM HOME HEADQUARTERS

- 18.1** An employee who is regularly assigned to a position, the duties of which require him to be on the line from time to time, will be allowed necessary actual expenses while away from Headquarters. This will also apply to employees relieving on such positions.
- 18.2** A regularly assigned employee required to perform service away from the station at which regularly employed will be compensated in accordance with the schedule rules applicable at the point at which such service is performed for the time actually worked. Unless sleeping car accommodation is furnished or paid for by the Corporation such employee will be compensated at the hourly rate for the time occupied in travelling. The number of hours paid for will not be less than he would have earned on his regular assignment. Necessary actual expenses will be allowed while away from Headquarters when supported by receipts.

ARTICLE 19
ATTENDING COURT

- 19.1** Employees who lose time by reason of being required to attend Court or Coroner's inquest or to appear as witnesses, in cases in which the Corporation is involved, will be paid for time so lost. If no time is lost, they will be paid for actual time held with a minimum of two hours at one and one-half times the hourly rate. Necessary actual expenses while away from home terminal will be allowed when supported by receipts.
- 19.2** Any fee or mileage accruing shall be assigned to the Corporation.

ARTICLE 20
HELD FOR INVESTIGATION OR COMPANY BUSINESS

- 20.1** Employees held for Corporation's investigation and no responsibility is attached to them in connection with the matter under investigation (i.e., not subject to discipline) or on corporate business on the order of the proper officer will, if required to lose time by reason thereof, be paid for time lost. If no time is lost, they will be paid from the time required to report until actually released at one and one-half times the hourly rate, with a minimum of two hours. Necessary actual expenses will be allowed when supported by receipts.

ARTICLE 21
RELIEF WORK AND PRESERVATION OF RATES

- 21.1** An employee temporarily assigned for one hour or more, cumulative, in any one day, to a higher rated position, shall receive the higher rate while occupying such position, due regard being had to apprentice or graded rates. An employee temporarily assigned to a lower-rated position shall not have his rate reduced.
- 21.2** A "temporary assignment" contemplates the fulfilment of the duties and responsibilities of the position during the time occupied. Assisting a higher-rated employee due to a temporary increase in the volume of work does not constitute a temporary assignment.
- 21.3** Articles 21.1 and 21.2 shall not apply to a weekly rated employee who is filling a higher rated position through a higher rated employee being absent from duty with pay due to sickness or similar cause, other than vacation.
- 21.4** An employee engaged temporarily or an employee temporarily promoted, on account of an employee being off duty without pay due to sickness or similar cause, or on vacation with pay, shall receive the rate applicable to the position on which employed, due regard being had to apprentice or graded rates.
- 21.5** The classifications and rates of pay for additional positions established on staffs covered by this Agreement shall be in conformity with classifications and rates of pay for positions of similar kind or class covered by this Agreement.
- 21.6** Established positions shall not be discontinued and new ones created covering relatively the same class of work for the purpose of reducing the rate of pay.
- 21.7** No change shall be made in agreed classifications or basic rates of pay for individual positions unless warranted by changed conditions resulting in changes in the character of the duties or responsibilities. When changes in classifications and/or basic rates are proposed, or when it is considered that a position is improperly classified or rated, the work of the positions affected will be reviewed and compared with the duties and responsibilities of comparable positions by the Director, Human Resources, or designate, and the designated National or Regional Representative of the Union, with the object of reaching agreement on revised classifications and/or rates to maintain uniformity for positions on which the duties and responsibilities are relatively the same.

ARTICLE 22 SERVICE LETTERS

- 22.1** A person, entering the service of the Corporation, will within 30 days from date of employment, have returned to him all service cards and letters of recommendation which had been taken up for inspection by the Corporation except for those addressed to or issued by the Corporation.
- 22.2** An employee who is dismissed, or leaves the service of his own accord after giving due notice, will, upon request, be given the usual letter or reference and will be paid as soon as possible.

ARTICLE 23 RATES OF PAY

- 23.1** An employee filling a clerical position (other than a VIAnet position) who has had less than 131 weeks' service with the Corporation will be paid according to the following:
- | | | |
|---------------|---|------------------------------|
| 0-26 weeks | - | 25% less than the basic rate |
| 27-52 weeks | - | 21% less than the basic rate |
| 53-78 weeks | - | 17% less than the basic rate |
| 79-104 weeks | - | 13% less than the basic rate |
| 105-130 weeks | - | 9% less than the basic rate |
- Thereafter the basic rate of the position will apply.
- 23.2** Employees other than clerical or VIAnet employees who have less than 26 weeks' service with the Corporation will be paid for those 26 weeks, 10% less than the basic rate. Thereafter the basic rate of the position will apply.
- 23.3** In applying Article 23, 40 cumulative hours worked will constitute one week. A general holiday for which the employee is paid will be considered a day worked. Service must be continuous. Service for rates of pay will be calculated based on the date of last entry into the Corporation's service.
- 23.4** An employee filling the position of Counter Sales Agent 1, Telephone Sales Agent, Tour Sales Agent, Rate & Refund Clerk, Special Traffic Clerk or Chief Passenger Clerk, who has had less than 131 weeks' service with the Corporation, will be paid in accordance with Appendix A.
- (Appendix A will be modified accordingly).
- 23.5** **Newly hired employees will be paid the highest provincial or federal wage rate per hour while in training.**

ARTICLE 24

DISCIPLINE AND GRIEVANCE PROCEDURE

- 24.1** An employee, who has completed his probationary period will not be disciplined or discharged without a fair and impartial investigation.
- 24.2** Investigation in connection with alleged irregularities will be held as quickly as possible. An employee may be held out of service for investigation (not exceeding three working days). He will be given at least 48 hours' notice in writing of the investigation and notified of the specific charges against him in writing. Where possible, investigations will be held during the employee's normal working hours. The Local Chairperson shall receive a copy of such notice. This shall not be construed to mean that a proper officer of the Corporation, who may be on the ground when the cause for investigation occurs, shall be prevented from making an immediate investigation. An employee may, if he so desires, have the assistance of one or two fellow employees, Local Chairperson or authorized Committee person, at the investigation. The employee being investigated shall be furnished with a copy of his own statement, if it is made a matter of record at the investigation. The decision will be rendered within 21 calendar days from the date the statement is taken from the employee being investigated. No discipline will apply if discipline is not assessed within 21 days from the date the statement is taken. An employee will not be held out of service pending the rendering of a decision, except in the case of a dismissible offence.
- All evidence shall be made available to the designated local representative of the Union at the Corporation's office **at least 48 hours** in advance of the hearing, if he so desires. This does not preclude the Corporation from submitting, on an exceptional basis, additional evidence prior to the time of the hearing.
- 24.3** If a decision is considered unjust, an appeal may be made in writing within 21 calendar days in accordance with the Grievance Procedure. Such appeal shall set forth the grounds upon which it is made. The hearing on appeal shall be granted and a decision rendered as quickly as possible. On request, the designated National or Regional Representative of the Union shall be shown all evidence in the case.
- 24.4** Should an employee be exonerated he shall be paid at his regular rate of pay for any time lost (one day for each 24 hours), less any amount earned in other employment. If away from home he shall, on production of receipts, be reimbursed reasonable expenses for travelling to and from the investigation.

24.5 Any complaint raised by an employee concerning the interpretation, application or alleged violation of this Agreement shall be dealt with in the following manner; this shall also apply to an employee who believes that he has been unjustly dealt with.

Step 1

Within 21 calendar days from cause of grievance, the employee and/or the Local Chairperson, or his authorized committeeman, must present the grievance in writing to the immediate Supervisor who will give a decision within 21 calendar days of receipt of grievance.

Step 2

Within 28 calendar days of receiving decision under Step 1, the Local Chairperson (or his designate) may appeal in writing to the Regional Head of the function or to the Head of the function at System Headquarters, as appropriate.

A decision will be rendered within 28 calendar days of receiving appeal. The appeal shall include a written statement of the grievance and where it concerns the interpretation or alleged violation of the Collective Agreement, the statement shall identify the Article and paragraph of the Article involved.

Step 3

Within 60 calendar days of receiving decision under Step 2, the designated National or Regional Representative of the Union may appeal the decision to the Department Director, Labour Relations and Human Resources Services. The appeal shall include the written statement of the grievance which was presented at Step 2.

A decision will be rendered within 60 calendar days of receiving the appeal.

24.6 A grievance concerning the discipline of an employee may be processed commencing with Step 2 of the grievance procedure within 21 calendar days of the date the employee is notified of the discipline.

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

- 24.8** Where any grievance is not progressed by the Union within the prescribed time limits, the grievance will be considered to have been dropped without precedent or prejudice. When the appropriate officer of the Corporation fails to render a decision with respect to a claim for unpaid wages within the prescribed time limits, the claim will be paid, but this will not constitute an interpretation of the Collective Agreement. Where a decision with respect to a grievance other than one based on a claim for unpaid wages is not rendered by the appropriate officer of the Corporation within the prescribed time limits, it will be processed to the next step in the Grievance Procedure.
- 24.9** The time limits provided under this Article may be extended by agreement between the Corporation officer and Union representative at any step.

ARTICLE 25

FINAL SETTLEMENT OF DISPUTES

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

ARTICLE 26

HEALTH AND WELFARE

- 26.1** Health and Welfare benefits will be provided in accordance with the amendments as set forth in the Memorandum of Agreement dated **June 26, 2010**.

ARTICLE 27

GENERAL

- 27.1** Employees will be paid by direct deposit, electronic transfer funds, every other Thursday during their regular work hours. When a holiday falls on a Thursday which is a pay-day, employees will be paid on the preceding Wednesday.
- 27.2**
- (a) The daily rate of pay shall be the weekly rate divided by five.
 - (b) Weekly and daily rates will be calculated to the nearest whole cent figure.
 - (c) In any situation where an employee's regular assignment is other than on a five-day week basis, the formula specified in Article 27.2 (a) will be adjusted accordingly.
 - (d) The hourly rate of pay will be computed to the nearest tenth of a cent by dividing the weekly rate of pay by 40.
- 27.3**
- (a) When an employee is short paid \$62.00 or more, on request of the employee, a voucher will be issued equal to the outstanding amount within 72 hours following the scheduled pay day, excluding Saturdays, Sundays and statutory holidays.
 - (b) In the event the employee receives payment for 80 hours within the pay period, the voucher for the outstanding amount will be issued in the following pay period.
 - (c) The sum specified in paragraph (a) herein will be adjusted to reflect future general wage increases.
- 27.4** An employee transferred by direction of the Corporation to positions which necessitate a change of residence will receive free transportation for himself, dependent members of his family and the cost of a truck rental, gasoline and insurance, in line with the Corporation's regulations. Such employee will be compensated for time lost up to a maximum of three days, unless otherwise mutually arranged.

- 27.5** An employee exercising seniority rights to a position which necessitates a change of residence will receive free transportation for himself, dependent members of his family and the cost of a truck rental, gasoline and insurance, in line with the Corporation's regulations. Such free transportation under these circumstances will not be allowed more than once in a 12-month period. A free billing order to cover transportation of furniture and effects must be applied for and issued before shipment is arranged by employees.
- 27.6** At points or in departments where there are employees, it will be permissible for notices of interest to said employees to be posted. The notice board shall be supplied by the employees and shall be in keeping with the general furnishings.
- 27.7** Where practicable, reasonable efforts will be made to ensure that premises will be heated, lighted and ventilated; where there is actual need, suitable accommodation will be provided in which the employee may eat.
- 27.8** Where an automobile mileage allowance is paid, such allowance shall be 40 cents per kilometre.
- 27.9** All overtime earned shall be shown as a separate item on the pay cheques of employees.
- 27.10** Upon reasonable advance request to his immediate supervisor, an employee shall be allowed to view his personal file in the presence of the supervisor and may request the removal of irrelevant medical information from it. The Chairperson or authorized committee person may also be present if the employee so wishes.
- 27.11** Any employee responsible for Corporation funds is also responsible for overages and shortages, but will not be required to reimburse shortages unless the Corporation establishes intent to defraud.
- 27.12** Monitoring of employee performance in the context of quality control or training programs, will not be used in a discriminatory fashion nor for disciplinary purposes.
- 27.13** Employees required to punch clocks in and out and make service cards on their own time will be allowed a bonus of one minute per hour. This article is not applicable to hourly rates employees in the Equipment Maintenance Facilities who have had this allowance incorporated into their basic rate of pay.

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

The parties agree once language verification and translation have been completed, the Corporation will immediately post the Collective Agreement #1, Letters of Understanding, Benefits Plans, Health and Safety Agreement, LTD, ESIMA, etc. on its intranet (iVIA) site.

The parties agree once language verification and translation have been completed, the Corporation will immediately survey all Collective Agreement #1 employees to confirm their desire to receive, either printed booklets or CD versions of, Collective Agreement #1, Letters of Understanding, Benefits Plans, Health and Safety Agreement, LTD, ESIMA, etc.

The parties agree once language verification and translation have been completed, the Corporation will immediately send an updated copy of the Collective Agreement #1, Letters of Understanding, Benefit Plans, Health and Safety Agreement, LTD, ESIMA, etc. in electronic format and printed booklets in (8.5 x 10) format to the **National Council 4000 and Local Chairperson**.

At the time of hiring, all new employees will be surveyed to confirm their desire to receive, either Printed Booklets or CD versions of Collective Agreement #1, Letters of Understanding, Benefits Plans, Health and Safety Agreement, LTD, ESIMA, etc.

The Union will have the opportunity to review the translated agreement for accuracy and completeness prior to printing.

27.15 Employees will be provided with free transportation privileges in accordance with the Corporation's policy. 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.

27.16

The following types of work shall be performed by employees governed by this agreement:

- (1) unloading fuel and lubricating oil from railway tank cars to storage tanks and vice versa, also the manning of railway fuel pumps during any operation from any vehicle. At smaller terminals where insufficient work is available to justify the employment of classified labourer, the performance of such work shall be at the discretion of the company;
- (2) fuelling of any type of locomotive equipment using fuel oil or the responsibility of checking fuel oil prior to the dispatch of such equipment. At points where there is insufficient work of the above nature to justify a full-time employee, the performance of such work shall be at the discretion of the company;
- (3) drying sand and filling sand boxes on diesel and electrical units;
- (4) filling of water tanks for steam generators of Diesel Units and Steam Generator Cars;
- (5) mixing of compound and supplying same to Diesel Units;
- (6) when the company considers it necessary, responsibility for watching Diesel Units, engines of which are required to be kept idling, and movement of Diesel Units on shop tracks at subsidiary stations;
- (7) transcribing inspection records and technical data into records and files;
- (8) filling lubricators inside and outside, cleaning, fuelling and placing supplies on locomotives and roundhouses to be performed by classified labourers.

27.17

The Corporation and the Union agree that there shall be no discrimination exercised or practised with respect to any employee governed by this agreement in the matters of hiring, training, promotion, lay-off, transfer, recall, discipline or discharge for any reason, except bona fide occupational requirements.

27.18 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.

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

27.20 Upon request from the Union, the Corporation will provide one 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.

ARTICLE 28

WAGE RATES FOR NEW JOBS

28.1 When a bona fide new job or position is to be established which cannot be properly placed in an existing classification by mutual agreement management will establish a classification and rate on a temporary basis.

28.2 Written notification of the temporary rate and classification will be furnished to the designated National or Regional Representative of the Union.

28.3 The new rate and classification shall be considered temporary for a period of 60 calendar days following the date of notification to the designated National or Regional Representative of the Union. During this period (but not thereafter) the designated National or Regional Representative of the Union may request the Corporation to negotiate the rate for the classification.

The negotiated rate, if higher than the temporary rate, shall be applied retroactively to the date of the establishment of the temporary classification and rate, except as otherwise mutually agreed. If no request has been made by the Union to negotiate the rate within the 60 calendar day period, or if no grievance is filed within 60 calendar days from the date of notification to the designated National or Regional Representative of the Union, or upon completion of negotiations, as the case may be, the temporary classification and rate shall become a part of the wage scale.

28.4 If the Corporation and the Union are unable to agree on a classification, and rate for the new job, the disputed rate and/or classification may be treated as a grievance. The grievance may be taken up at Step No. 3 of the grievance procedure and if it is not resolved, it may be referred to arbitration under Article 25.

28.5 It is specifically agreed that no arbitrator shall have the authority to alter or modify the existing classifications or wage rates but he shall have the authority, subject to the provisions of this Agreement, to determine whether or not a new classification or wage rate has been set properly within the framework of the Corporation established classification and rate setting procedure.

ARTICLE 29 BEREAVEMENT LEAVE

29.1 Provided an employee has not less than three months' cumulative compensated service, he will be granted bereavement leave (excluding rest days and annual vacation) without loss of pay as follows:

- (a) five consecutive days, upon the death of the employee's parents, child (including still-born child) or spouse;
- (b) three consecutive days, upon the death of his brother, sister, step-child, step-parent, mother-in-law, father-in-law, brother-in-law, sister-in-law, grandparents or any relatives permanently residing in the employee's household or with whom the employee resides.

It is the intent of this Article to provide for the granting of leave from work on the occasion of a death as aforesaid, and for the payment of his regular wages for that period to the employee to whom leave is granted. The present note remains.

NOTE: In the application of this Article "employee's spouse" means the person who is legally married to the employee and who is residing with or supported by the employee, provided that, if there is no legally married spouse, it means the person that qualified 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.

ARTICLE 30 JOB SECURITY, TECHNOLOGICAL, OPERATIONAL AND ORGANIZATIONAL CHANGES

30.1 The provisions of the Supplemental Agreement governing Employment Security and Income Maintenance dated June 1, 1998 will apply to employees covered by this Agreement.

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

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

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

ARTICLE 31 JURY DUTY

31.1 An employee who is summoned for jury duty and is required to lose time from his assignment as a result thereof, shall be paid for actual time lost with a maximum of one basic day's pay at the straight time rate of his position for each day lost, less the amount allowed him for jury duty for each such day excluding allowances paid by the court for meals, lodging or transportation, subject to the following requirements and limitations:

- (a) An employee must furnish the Corporation with a statement from the court of jury allowances paid and the days on which jury duty was performed.

- (b) The number of working days for which jury duty pay shall be paid is limited to a maximum of **120** days in any calendar year.
- (c) No jury duty pay will be allowed for any day for which the employee is entitled to vacation or general holiday pay. If an employee is to be on jury duty during any period when he was scheduled to be on annual vacation, the employee may request to have his annual vacation rescheduled to a later date, and the Corporation must either reschedule that vacation before the end of the calendar year when the vacation was originally scheduled or pay the employee in lieu of the rescheduled vacation at straight time rates at the Corporation's discretion.

ARTICLE 32 SHIFT DIFFERENTIALS

32.1 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:

| | |
|----------|--------|
| Evening: | \$0.75 |
| Night: | \$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.

ARTICLE 33 PENSION PLAN WIND UP

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

ARTICLE 34 LIFE INSURANCE UPON RETIREMENT

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

**ARTICLE 35
DENTAL PLAN**

35.1 Dental Plan benefits will be provided in accordance with the terms set forth in the Memorandum of Agreement dated **June 26, 2010**.

**ARTICLE 36
EXTENDED HEALTH CARE PLAN**

36.1 Extended Health Care benefits will be provided in accordance with the terms set forth in the Memorandum of Agreement dated **June 26, 2010**.

NOTE: Short Term Disability - R.A.A.Q. and similar provincial insurance payments are to be deducted from short term disability payments.

**ARTICLE 37
PAID MATERNITY LEAVE**

37.1 During her maternity leave, an employee is entitled to maternity leave payments in an amount equal to 85% of her weekly base pay up to a maximum of 20 weeks. If during that period the employee is entitled to receive any benefits, like Employment Insurance maternity benefits, the amount of such benefits will reduce the amount to be paid by the Corporation.

37.2 An employee who is the biological parent of a new born child or an employee who commences legal proceedings to adopt a child and the child comes under his or her care will be entitled to a leave of absence without pay in accordance with the terms and conditions of the Canada Labour Code Part III.

37.3 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.

37.4 Upon the birth of his child, a male employee shall receive one day of paid leave.

ARTICLE 38 UNIFORMS

- 38.1** Effective January 1, 1999, employees in service who are required to wear a dress uniform will receive the uniform and all subsequent issues and necessary replacements, free of charge. Employees who leave the service of the Corporation will return all items of their uniform to the Corporation.
- 38.2** Each employee required to wear a dress uniform will be responsible for cleaning, maintaining and storing the uniform, and will, while actually working on a position which requires the wearing of a dress uniform receive:
- (i) a uniform cleaning and maintenance allowance of **\$33.75** per month.
 - (ii) **DELETED**
- 38.3** Employees required to wear protective clothing (such as rubber gloves, aprons) will receive such clothing free of charge. Such protective clothing will be cleaned and maintained by the Corporation.
- 38.4** An employee, who is required by the Corporation to wear safety footwear and was in service at the beginning of the calendar year, has rendered 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 2nd pay period of September, **commencing September 2010**. 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).
- 38.5** Non-clerical employees assigned to work in the maintenance centers (including employees working in the Employee Service Centre at the Toronto Maintenance Centre) who do not normally come into contact with customers, have rendered compensated service during the year and hold an employment relationship with the Corporation will receive a coverall allowance of \$120 dollars payable in the 20th pay period of each year.

38.6 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.

ARTICLE 39 SAFETY, HEALTH AND ENVIRONMENT

39.1 The Corporation and the Union reached an agreement on February 22, 1999 regarding Safety, Health and Environment. The agreement does not form part of the Collective Agreement and is attached hereto as Appendix "N" for ease of reference only.

ARTICLE 40
DURATION OF COLLECTIVE AGREEMENT

40.1 This Collective Agreement is in full settlement of all issues raised by either party on or subsequent to September 1, **2009**. It is effective January 1, **2010**, unless otherwise stipulated in the Memorandum of Agreement dated **June 26, 2010** and supersedes all previous agreements, rulings or interpretations which are in conflict therewith. It will remain in effect until December 31, **2012**, and thereafter, until revised or superseded. Four months' notice shall be given by either party of its desire to revise or supersede this Agreement and may be served at any time subsequent to August 31, **2012**.

Signed at Montreal, Quebec, this **2nd** day of **November 2010**.

FOR THE UNION:

FOR THE CORPORATION:

Bob Fitzgerald
National Representative
CAW/TCA Canada

Edward J. Houlihan
Director, Labour Relations

APPENDICES

**APPENDIX A
WAGE SCALE**

| NON-CLERICAL POSITIONS | | | | | |
|---|--------------|--------------|--------------------------------|-------------|-------------|
| CLASSIFICATION | | | WAGE RATE (\$) (WEEKLY) | | |
| Position | Level | Weeks | 2010 | 2011 | 2012 |
| Red Cap | A | 0-26 | 673.60 | 686.80 | 704.00 |
| | | 27 & over | 748.40 | 763.20 | 782.40 |
| Red Cap Captain | B | 0-26 | 718.40 | 732.80 | 751.20 |
| | | 27 & over | 798.40 | 814.40 | 834.80 |
| Janitor | C- | 0-26 | 791.20 | 807.20 | 827.20 |
| | | 27 & over | 879.20 | 896.80 | 919.20 |
| Stock Attendant | C/D | 0-26 | 823.20 | 840.00 | 860.80 |
| | | 27 & over | 914.80 | 933.20 | 956.40 |
| Station Service Agent | D | 0-26 | 837.20 | 854.00 | 875.20 |
| | | 27 & over | 930.00 | 948.80 | 972.40 |
| Stock Checker Ticket Seller/Examiner Stores Attendant | E | 0-26 | 856.40 | 873.60 | 895.60 |
| | | 27 & over | 951.60 | 970.80 | 995.20 |
| Senior Station Services Agent Stockkeeper – Liquor | F | 0-26 | 876.80 | 894.80 | 916.80 |
| | | 27 & over | 974.40 | 994.00 | 1,018.80 |
| Senior Stores Attendant | G | 0-26 | 896.80 | 914.80 | 938.00 |
| | | 27 & over | 996.40 | 1,016.40 | 1,042.00 |

**APPENDIX A
WAGE SCALE**

| NON-CLERICAL POSITIONS | | | | |
|--|--------------|------------------------------|-------------|-------------|
| CLASSIFICATION | | WAGE RATE (\$) HOURLY | | |
| Position | Weeks | 2010 | 2011 | 2012 |
| Classified Labourer | 0-26 | 20.01 | 20.40 | 20.92 |
| | 27 & over | 22.23 | 22.67 | 23.24 |
| Leading Hand Classified Labourer | 0-26 | 20.75 | 21.17 | 21.70 |
| | 27 & over | 23.06 | 23.52 | 24.11 |
| Fork Lift / Tow Motor Operator | 0-26 | 20.97 | 21.39 | 21.92 |
| | 27 & over | 23.30 | 23.77 | 24.36 |
| Truck Driver 5 Ton Pettibone Crane Operator | 0-26 | 21.69 | 22.12 | 22.67 |
| | 27 & over | 24.10 | 24.58 | 25.19 |
| Locomotive Attendant | 0-26 | 23.75 | 24.23 | 24.83 |
| | 27 & over | 26.39 | 26.92 | 27.59 |

**APPENDIX A
WAGE SCALE**

| CLERICAL POSITIONS | | | | | |
|---|--------------|--------------|--------------------------------|-------------|-------------|
| CLASSIFICATION | | | WAGE RATE (\$) (WEEKLY) | | |
| Position | Level | Weeks | 2010 | 2011 | 2012 |
| Office Services Clerk Data Entry Clerk | C | 0-26 | 674.80 | 688.40 | 705.20 |
| | | 27-52 | 710.80 | 724.80 | 742.80 |
| | | 53-78 | 746.80 | 761.60 | 780.40 |
| | | 79-104 | 782.80 | 798.40 | 818.00 |
| | | 105-130 | 818.80 | 835.20 | 855.60 |
| | | 131 & over | 899.60 | 917.60 | 940.40 |
| Word Processor Operator | D | 0-26 | 697.60 | 711.60 | 729.20 |
| | | 27-52 | 734.80 | 749.60 | 768.00 |
| | | 53-78 | 772.00 | 787.60 | 807.20 |
| | | 79-104 | 809.20 | 825.60 | 846.00 |
| | | 105-130 | 846.40 | 863.60 | 884.80 |
| | | 131 & over | 930.00 | 948.80 | 972.40 |
| Administration Support Clerk Word Processor Specialist | E | 0-26 | 713.60 | 728.00 | 746.40 |
| | | 27-52 | 751.60 | 766.80 | 786.40 |
| | | 53-78 | 790.00 | 805.60 | 826.00 |
| | | 79-104 | 828.00 | 844.40 | 866.00 |
| | | 105-130 | 866.00 | 883.60 | 905.60 |
| | | 131 & over | 951.60 | 970.80 | 995.20 |

**APPENDIX A
WAGE SCALE**

| CLERICAL POSITIONS | | | | | |
|--|--------------|--------------|--------------------------------|-------------|-------------|
| CLASSIFICATION | | | WAGE RATE (\$) (WEEKLY) | | |
| Position | Level | Weeks | 2010 | 2011 | 2012 |
| Administration Clerk Work Order Copy Clerk | F | 0-26 | 730.80 | 745.60 | 764.00 |
| | | 27-52 | 769.60 | 785.20 | 804.80 |
| | | 53-78 | 808.80 | 825.20 | 845.60 |
| | | 79-104 | 847.60 | 864.80 | 886.40 |
| | | 105-130 | 886.80 | 904.40 | 927.20 |
| | | 131 & over | 974.40 | 994.00 | 1,018.80 |
| Senior Administration Clerk Accounting Clerk Payroll Clerk General Operations Clerk Shipper / Receiver | G | 0-26 | 747.20 | 762.40 | 781.60 |
| | | 27-52 | 787.20 | 802.80 | 823.20 |
| | | 53-78 | 827.20 | 843.60 | 864.80 |
| | | 79-104 | 866.80 | 884.40 | 906.40 |
| | | 105-130 | 906.80 | 924.80 | 948.40 |
| | | 131 & over | 996.40 | 1,016.40 | 1,042.00 |
| Inventory Control Clerk Senior Accounting Clerk Senior Payroll Clerk Communications Operator | H | 0-26 | 766.40 | 781.60 | 801.20 |
| | | 27-52 | 807.20 | 823.20 | 843.60 |
| | | 53-78 | 848.00 | 864.80 | 886.40 |
| | | 79-104 | 888.80 | 906.40 | 929.20 |
| | | 105-130 | 929.60 | 948.40 | 972.00 |
| | | 131 & over | 1,021.60 | 1,042.00 | 1,068.00 |

**APPENDIX A
WAGE SCALE**

| CLERICAL POSITIONS | | | | | |
|---|--------------|--------------|--------------------------------|-------------|-------------|
| CLASSIFICATION | | | WAGE RATE (\$) (WEEKLY) | | |
| Position | Level | Weeks | 2010 | 2011 | 2012 |
| Control Clerk Pension Administration Clerk Employee Services Clerk Senior Computer Operator VIAnet Text Clerk | I | 0-26 | 784.40 | 800.00 | 820.00 |
| | | 27-52 | 826.00 | 842.40 | 863.60 |
| | | 53-78 | 868.00 | 885.20 | 907.20 |
| | | 79-104 | 909.60 | 927.60 | 951.20 |
| | | 105-130 | 951.60 | 970.40 | 994.80 |
| | | 131 & over | 1,045.60 | 1,066.40 | 1,093.20 |
| Senior Employee Service Centre Attendant Senior Control Clerk | J | 0-26 | 804.40 | 820.40 | 840.80 |
| | | 27-52 | 847.20 | 864.40 | 885.60 |
| | | 53-78 | 890.00 | 908.00 | 930.40 |
| | | 79-104 | 932.80 | 951.60 | 975.60 |
| | | 105-130 | 976.00 | 995.60 | 1,020.40 |
| | | 131 & over | 1,072.40 | 1,094.00 | 1,121.20 |

APPENDIX A OUTDATED POSITIONS

| VIANET RELATED POSITIONS | | | | |
|--|--------------|-----------------------|-------------|-------------|
| CLASSIFICATION | | WAGE RATE (\$) | | |
| Level | Weeks | 2010 | 2011 | 2012 |
| Counter Sales Agent Telephone Sales Agent Rate & Refund Agent Special Traffic Agent Internet Agent | 0-13 | 723.60 | 738.00 | 756.40 |
| | 14-26 | 761.20 | 776.40 | 796.00 |
| | 27-39 | 799.20 | 815.20 | 835.60 |
| | 40-52 | 837.20 | 854.00 | 875.20 |
| | 53-78 | 874.80 | 892.40 | 914.80 |
| | 79-104 | 912.80 | 931.20 | 954.40 |
| | 105-130 | 951.20 | 970.40 | 994.80 |
| | 131 & over | 1,045.60 | 1,066.40 | 1,093.20 |
| Senior Counter Sales Agent Senior Telephone Sales Agent Senior Internet Agent Senior Trade Desk Agent | | 1,072.40 | 1,094.00 | 1,121.20 |

Note 1: Employees presently holding a VIANet related position will be allowed a maximum of 30 working days credit in any calendar year towards qualifying for a higher step rate for the following reasons:

- a) authorized leaves of absence such as
 - (i) bona fide illness, injury;
 - (ii) maternity;
 - (iii) to attend committee meetings;
 - (iv) jury duty;
 - (v) called to court as a witness for the Corporation;
 - (vi) parental leave;
 - (vii) leave for union business.

For the purpose of this Agreement, 21 working days will constitute one month.

Note 2: Service must be continuous. Service for rates of pay will be calculated based on the date of last entry into the Corporation's service.

APPENDIX B

**REGULATIONS GOVERNING
THE APPLICATION OF
SUPPLEMENTAL SENIORITY LISTS**

PRIOR TO JUNE 14, 1995:

A supplemental seniority list is established on each Region for employees promoted on or after December 29, 1978 to a permanent non-schedule, official or excluded position with the Corporation, or its subsidiaries.

As provided in Article 11.9 herein:

- a) The names of employees will not be removed from the existing seniority list and placed on the supplemental seniority list until they stop accumulating seniority.
- b) Employees promoted to a permanent non-schedule, official or excluded position with the Corporation, or its subsidiaries on or after December 29, 1978 shall, after a period of 2 consecutive years from the date on which promoted, have their names placed on the supplemental seniority list in seniority order with accumulated seniority up to the date of promotion.
- c) Employees covered by the provisions of Item 2(b) above who are released from excepted employment will have their names deleted from the supplemental seniority list and their names will be placed on the Regional seniority list in accordance with their seniority which they accumulated up to the date of promotion.
- d) Employees promoted to a permanent non-schedule, official or excluded position with the Corporation or its subsidiaries on or after December 29, 1978 shall after a period of 5 consecutive years from the date on which promoted have their names removed from the supplemental seniority list and such employees will at such time forfeit all seniority rights under Agreement 1.

Note: The above regulations are extracted from a Memorandum of Agreement signed on January 29, 1982 between the Canadian Brotherhood of Railway, Transport and General Workers Union of Canada and VIA Rail Canada Inc.

EFFECTIVE JUNE 14, 1995:

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

As provided in Article 11.9 herein:

- a) Employees promoted to a non-schedule, official or excepted position with the Corporation on or after June 14, 1995 will continue to accumulate seniority for a period of 12 consecutive months from the date on which promoted.
- b) Employees shall thereafter, have their names placed on the supplemental seniority list in seniority order.
- c) Employees promoted to a non-schedule, official or excepted position who are set back to a position covered by this Collective Agreement for a period of less than 3 months, shall have such time considered as part of the 12 consecutive months.
- d) Employees who are released from excepted employment will have their names deleted from the supplemental seniority list and their names will be placed on the regional seniority list in accordance with the seniority which they accumulated up to 12 months after the promotion date.

APPENDIX C
LETTER ON CONTRACTING OUT

May 14, 1987

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

Dear Mr. McGrath:

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

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

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

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

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

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

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

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

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

Yours truly,

(signed A.D. Andrew)

A.D. Andrew
Director,
Labour Relations

APPENDIX D BILINGUALISM

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

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

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

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

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

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

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

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

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

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

APPENDIX E
LETTER RE PART-TIME EMPLOYEES

May 14, 1987

Our File: 25-8315-1-1

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

Dear Mr. McGrath:

The Memorandum of Settlement dated May 14, 1987, relating to Collective Agreement No. 1 contains some new provisions dealing with the utilization of part-time employees. It is understood that this category will include what used to be known as "extra and unassigned" employees and employees doing "spare and relief" work. This will also confirm that the total of part-time employees will be adjusted in accordance with the new provisions.

If the foregoing also reflects your understanding, would you please so indicate by signing below.

Yours truly,

(signed A.D. Andrew)

A.D. Andrew
Director, Labour Relations

ADA/pg

I Concur:

(signed T. McGrath)

T. McGrath

**APPENDIX F
LETTER ON PAYMENT DURING TRAINING**

June 26, 2010

Ms. Heather Grant
Secretary Treasurer
National Council 4000
CAW Canada

Dear Ms Grant

During the negotiation of the Memorandum of Settlement for Collective Agreement No. 1 the Corporation raised the issue of payment during training.

This will confirm our understanding that employees receiving training prior to being appointed to the position for which trained will be paid at the rate of their regular position during the related training period. Following qualification, the employee will be reimbursed the difference between their regular rate and the rate for the position for which they recently qualified. This retroactive payment will be made during the next pay period following completion of the training.

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

Yours truly,

I concur,

(Signed E.J. Houlihan)

E.J. Houlihan
Director, Labour Relations

(Signed Heather Grant)

Heather Grant
Secretary Treasurer

APPENDIX G
LEFT BLANK BY THE PARTIES

APPENDIX H
LETTER ON SPLITTING OF "BEREAVEMENT LEAVE"

April 19, 1989

Mr. T. McGrath
National Vice-President,
Canadian Brotherhood of Railway
Transport and General Workers

Dear Mr. McGrath:

During the national negotiations of the renewal of the Collective Agreements we discussed the Brotherhood's demand regarding the splitting of "Bereavement Leave".

It was the Corporation's position that the splitting of the three consecutive days (except rest days) was not within the intent or purpose of the Rule. The Brotherhood agreed and the demand as such was dropped. However, there was a request that some consideration be given to an employee who had taken less than the three consecutive days at the time of death, to be allowed the balance of the leave at a later date. The purpose of the request was to enable the employee to attend the interment when it was not part of the funeral.

The Corporation agreed that when bona fide situations of this nature arose the employees should be given appropriate consideration and that we would advise the Corporation's officers accordingly.

Yours truly,

(signed A.D. Andrew)

A.D. Andrew
Director, Labour Relations

APPENDIX I
LETTER ON PAYMENT FOR SICK LEAVE

April 19, 1989

Mr. T. McGrath
National Vice-President,
Canadian Brotherhood of Railway
Transport and General Workers

Dear Mr. McGrath:

During the negotiation of the Memorandum of Settlement for Collective Agreement No. 1 signed on April 19, 1989, we discussed your demand for paid sick leave at some length.

In resolution of that demand, the Corporation agreed to formalize its policy covering weekly-rated clerical employees who are absent from duty due to illness. The policy provides that such employees:

- a) upon completion of one year's service, will become eligible for five days' sick leave in the succeeding twelve months;
- b) upon completion of two years' service, seven and one-half days' sick leave; and
- c) upon completion of three or more years' service, ten days' sick leave.

Such sick leave will be paid when there is no additional expense to the Corporation, when the duties of the employee on sick leave are performed by other members of the staff without detriment to the work of the department, and when an employee is not eligible to receive weekly indemnity benefits. Such sick leave cannot be carried over from one year to the next.

By way of this letter, Corporation officers will be reminded of this policy, and informed that it has now been formalized in this manner as an appendix to the Collective Agreement.

Yours truly,

(signed A.D. Andrew)

A.D. Andrew
Director, Labour Relations

APPENDIX J
LETTER CONCERNING THE ASSESSMENT OF DISCIPLINE
FOR MINOR OFFENCES WITHOUT THE NECESSITY OF HOLDING AN
INVESTIGATION UNDER ARTICLE 24.2

June 26, 2010

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

Dear Mr. Fitzgerald,

During the negotiation of the Memorandum of Settlement for Collective Agreement No. 1 we discussed the Corporation's proposal to provide for the assessment of discipline for minor offences without the necessity of holding an investigation under Article 24.2 of Agreement No. 1.

In resolution of that proposal, the parties agreed to the following:

1. Articles 24.1 and 24.2 will be applicable to employees disciplined or discharged for a major offence.
2. An employee who has completed his probationary period, who is alleged to have committed a minor offence, will not be assessed discipline without having been counselled by a Supervisor in the presence of the Local Chairperson or his authorized Committee person or a designated employee.
 - (a) Upon completion of the counselling session, if deemed necessary minor discipline may be assessed immediately **or within 5 days**. Such discipline may range from a verbal caution, written reprimand, or up to a maximum of five (5) demerit marks, and will be communicated to the employee in writing with a copy to the Local Chairperson.
 - (b) Such minor discipline assess as a result of a minor offence if considered unjust may be appealed within 21 calendar days in accordance with the grievance procedure commencing at Step 1 of the grievance procedure in accordance with Article 24.5.

- (c) The Corporation will inform its supervisors of the intent of this approach and will monitor its use over the period of this agreement, to ensure that range of disciplinary action is utilized in a manner consistent with the nature of the offence.
- (d) Should a disciplinary action for an alleged offence be contemplated for an employee whose discipline records stands at twenty (20) demerit marks or more, an investigation must be held pursuant to Article 24

With respect to major offences, during the period of understanding all evidence will be made available to the Regional Vice-President at the Corporation office and, in advance of the hearing if he so desires. If the Regional Vice-President so wishes, the Local Chairperson may accompany him. The names and addresses of complainants or other witnesses may be withheld if considered necessary by the Corporation, unless required for subpoena by the National Vice-President of the Union.

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

Yours truly,

I concur,

(Signed E.J. Houlihan)

(Signed Bob Fitzgerald)

E.J. Houlihan
Director, Labour Relations

Bob Fitzgerald
National Representative

APPENDIX K
LETTER CONCERNING EMPLOYEES IN COLLECTIVE AGREEMENT No. 2
WHO ARE MEDICALLY UNFIT TO PERFORM THEIR REGULAR
DUTIES DUE TO PREGNANCY

May 21, 1992

Mr. T.N. Stol
National Vice-President,
Canadian Brotherhood of Railway,
Transport and General Workers
A.R. Mosher Centre
2300 Carling Avenue
Ottawa, Ontario
K2B 7G1

Dear Mr. Stol:

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

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

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

The employee so permitted to claim work in the other Agreement shall be paid the appropriate rate, as specified in Collective Agreement No. 1. Their seniority while working in Collective Agreement No. 1 will be in accordance with Article 11 of that Agreement.

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

Yours truly,

(signed C.C. Muggeridge)

C.C. Muggeridge
Department Director,
Labour Relations

I agree:

(signed T.N. Stol)

T.N. Stol
National Vice-President

APPENDIX L
INTENTIONALLY LEFT BLANK BY THE PARTIES

APPENDIX M
LETTER CONCERNING THE INTERPRETATION AND APPLICATION OF THE
WORD “TERMINAL”, AS USED THROUGHOUT COLLECTIVE AGREEMENT No. 1

May 21, 1992

Mr. T.N. Stol
National Vice-President,
Canadian Brotherhood of Railway,
Transport and General Workers
A.R. Mosher Centre
2300 Carling Avenue
Ottawa, Ontario
K2B 7G1

Dear Mr. Stol:

During the negotiations for the renewal of Collective Agreement No. 1, you raised concerns about the interpretation and application of the word "terminal", as used throughout this agreement.

This will confirm our understanding that the Corporation and the Union, at the national level, shall meet during the life of this agreement to formulate a uniform definition of the word terminal.

In accordance with the above, the Corporation shall canvass its regional officers to determine the present interpretation and applications of the word terminal. This information shall be compiled and forwarded to the National Vice-President of the Union prior to the aforementioned meeting.

If the foregoing accurately reflects our mutual understanding, would you kindly indicate your concurrence by signing below.

Yours truly,

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

I agree:

(signed T.N. Stol)
T.N. Stol
National Vice-President
CBRT & GW

APPENDIX N

INTENTIONALLY LEFT BLANK BY THE PARTIES

APPENDIX O
LETTER CONCERNING THE BREAK PERIODS FOR THE EMPLOYEES
WORKING IN THE TELEPHONE SALES OFFICE

June 14, 2001

Mr. Tom Wood
National Representative

Dear Sir:

During the current round of negotiations for renewal of Collective Agreement No. 1, the Corporation and the Union discussed the issue of break periods for their members working exclusively with display terminals in the Telephone Sales Offices. To address the concerns expressed by the Union, those employees will be entitled to the following break periods:

1. A thirty (30) minute lunch period.
2. A fifteen (15) minute break period within the first four hours of the shift, as assigned by the Corporation.
3. A further fifteen (15) minute break period within the last four hours of the shift, as assigned by the Corporation.
4. An additional twenty (20) minutes for breaks which may be taken at the discretion of the employee, in more than one segment, subject to the following conditions:
 - a) it may not interfere with operational requirements;
 - b) it may not be added to the lunch break period or either of the fifteen (15) minute breaks;
 - c) it may not be used for late arrival or early departure;

d) it is non-cumulative and failure to use it fully will not result in overtime.

FOR THE CORPORATION:

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

FOR THE CORPORATION:

(signed by Dino Trubiano)
Dino Trubiano
Senior Officer, Labour Relations

I CONCUR:

(signed by Doug Olshewski)
Doug Olshewski
National Representative
CAW/TCA Canada

APPENDIX P
LETTER CONCERNING THE APPLICATION
OF ARTICLE 4.26

201 Ash Avenue
Montreal, Quebec
H3K 3K2

201, avenue Ash
Montréal (Québec)
H3K 3K2

Labour Relations
Operations

Relations du Travail
Exploitation

June 29, 2001

Mr. Gary Fane
Director, Transportation
CAW/TCA Canada

Dear Sir:

With regards to the establishment of a national ratio for part-time employees, this will confirm, concerning the application of clause 4.26, that it is not the intention of the Corporation to have regular full-time employees work part-time hours on a "Maintenance of Earnings" basis as stipulated in clause 4.26

Yours truly,

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

APPENDIX Q
LETTER CONCERNING THE APPLICATION OF ARTICLE 11.9
LETTER OF UNDERSTANDING

July 19, 2007

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

Dear Mr. Olshewski,

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

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

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

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

Thank you for your cooperation in this matter.

Yours truly,

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

APPENDIX R SKILL SETS

| Job Title | Group | Skill Set No. | Comments |
|---------------------------------------|--------------|---------------|--------------|
| Classified Labourer | Non Clerical | 1 | |
| Janitor | Non Clerical | 1 | |
| Lead Hand Classified Labourer | Non Clerical | 1 | |
| Office Services Clerk | Clerical | 1 | |
| Red Cap | Non Clerical | 1 | |
| Red Cap Captain | Non Clerical | 1 | |
| Truck Driver/5-ton Pettibone Operator | Non Clerical | 1 | With license |
| | | | |
| Forklift Operator / Tow Motor | Non Clerical | 2 | |
| Senior Station Services Agent | Non Clerical | 2 | |
| Station Services Agent | Non Clerical | 2 | |
| Ticket Seller / Examiner | Non Clerical | 2 | |
| | | | |
| Shipper – Receiver | Clerical | 3 | |
| Stock Attendant | Non Clerical | 3 | |
| Stock Checker | Non Clerical | 3 | |
| Stock Keeper | Non Clerical | 3 | |
| Stores Attendant | Non Clerical | 3 | |
| Senior Stores Attendant | Non Clerical | 3 | |
| | | | |
| Locomotive Attendant | Non Clerical | 4 | |
| | | | |
| Communications Operator | Clerical | 5 | |
| | | | |
| Administration Clerk | Clerical | 6 | |
| Administration Support Clerk | Clerical | 6 | |
| Data Entry Clerk | Clerical | 6 | |
| Word Processor Operator | Clerical | 6 | |
| Work Order Copy Clerk | Clerical | 6 | |
| Word Processor Specialist | Clerical | 6 | |
| | | | |
| General Operations Clerk | Clerical | 7 | |
| Inventory Control Clerk | Clerical | 7 | |
| Senior ESC Attendant | Clerical | 7 | |
| Senior Administration Clerk | Clerical | 7 | |
| | | | |

**APPENDIX R
SKILL SETS**

| Job Title | Group | Skill Set No. | Comments |
|---|----------|---------------|---------------------------|
| Accounting Clerk | Clerical | 8 | |
| Payroll Clerk | Clerical | 8 | |
| Senior Accounting Clerk | Clerical | 8 | |
| Senior Payroll Clerk | Clerical | 8 | |
| | | | |
| Control Clerk (#1 admin.) | Clerical | 9 | |
| Employee Services Clerk | Clerical | 9 | |
| Pension Admin. Clerk | Clerical | 9 | |
| | | | |
| Control Clerk (#2 admin.) | Clerical | 10 | |
| Senior Control Clerk (#2 admin.) | Clerical | 10 | |
| | | | |
| Senior Computer Operator | Clerical | 11 | |
| | | | |
| Counter Sales Agent | VIANET | 12 | |
| Internet Agent | VIANET | 12 | Testing of writing skills |
| Rate & Refund Agent | VIANET | 12 | |
| Special Traffic Agent | VIANET | 12 | Testing of writing skills |
| Telephone Sales Agent | VIANET | 12 | |
| VIANET Text Clerk | Clerical | 12 | |
| | | | |
| Senior Counter Sales Agent | VIANET | 13 | |
| Senior Telephone Sales Agent | VIANET | 13 | |
| Senior Trade Desk Agent | VIANET | 13 | |
| | | | |
| Senior Internet Agent | VIANET | 14 | |
| | | | |
| In-Charge Ticket Office | Clerical | 15 | |
| | | | |
| In-Charge Station | Clerical | 16 | |
| | | | |
| In-Charge ESC | Clerical | 17 | |
| | | | |
| Payroll Clerk (Running Trades) | Clerical | 18 | |
| Senior Payroll Clerk (Running Trades) | Clerical | 18 | |
| | | | |
| Senior Administration Clerk (Systems Support) | Clerical | 19 | |

Any position that is created, changed or modified will be placed in the appropriate skill set, as agreed between the Corporation and the Union in accordance with the Collective Agreement.

APPENDIX S

LETTER OF UNDERSTANDING LOCOMOTIVE ENGINEER TRAINING - CLOSED PERIOD COMMITMENT

July 20, 2007

Mr. Bob Fitzgerald
President
CAW / TCA Canada
65 Front St., Room 290
Toronto, Ontario
M5J 1E6

Mr. Bryon DeBaets
President – Local 100
CAW / TCA Canada
3542 Walker Road
Windsor, Ontario
N8W 3S4

Gentlemen:

SUBJECT: LOCOMOTIVE ENGINEER TRAINING

During this Round of Bargaining the Corporation put forward a proposal regarding training members of Collective Agreements No. 1, 2 and 3 to become Locomotive Engineers.

The parties have agreed to meet within six months to fully explore the proposed training program.

Yours truly,

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

I CONCUR:

(signed by R. Fitzgerald)

I CONCUR:

(signed by B. DeBaets)

APPENDIX T

LETTER CONCERNING RECOGNITION PROGRAM

June 26, 2010

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

Dear Mr. Fitzgerald,

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

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

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

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

Yours truly,

I concur,

(Signed E.J. Houlihan)

E.J. Houlihan
Director, Labour Relations

(Signed Bob Fitzgerald)

Bob Fitzgerald
National Representative

APPENDIX U

LETTER CONCERNING MATERNITY-RELATED REASSIGNED AND LEAVE

June 26, 2010

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

Dear Mr. Fitzgerald,

- (1) An employee who is pregnant or nursing may, during the period from the beginning of the pregnancy to the end of the twenty-fourth week following the birth, request the employer to modify her job functions or reassign her to another job if, by reason of the pregnancy or nursing, continuing any of her current job functions may pose a risk to her health or to that of the fetus or child.
- (2) An employee's request under (1) must be accompanied by a certificate of a qualified medical practitioner of the employee's choice indicating the expected duration of the potential risk and the activities or conditions to avoid in order to eliminate the risk.
- (3) An employer to whom a request has been made under (1) shall examine the request in consultation with the employee and, where reasonably practicable, shall modify the employee's job functions or reassign her.
- (4) An employee who has made a request under (1) is entitled to continue in her current job while the employer examines her request, but, if the risk posed by continuing any of her job functions so requires, she is entitled to and shall be granted a leave of absence with pay at her regular rate of wages until the employer
 - (a) modifies her job functions or reassigns her, or
 - (b) informs her in writing that it is not reasonably practicable to modify her job functions or reassign her, and that pay shall for all purposes be deemed to be wages.

Yours truly,

I concur,

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

(Signed Bob Fitzgerald)
Bob Fitzgerald
National Representative

**LETTER OF UNDERSTANDING
LANGUAGE TRAINING**

June 26, 2010

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

Dear Mr. Fitzgerald,

Further to our discussions during this round of bargaining the Corporation has agreed to provide the opportunity for two suitable full time employees to receive French Language training in 2011.

One (1) will be provided in Toronto and one (1) will be provided in the Western region.

Yours truly,

**(Signed Edward J. Houlihan)
Edward J. Houlihan
Director, Labour Relations**

**LETTER OF UNDERSTANDING
VACATIONS SOUTH WESTERN ONTARIO**

June 26, 2010

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

Dear Mr. Fitzgerald,

During the negotiation of Collective Agreement No. 1, the Union raised the issue of employees in South Western Ontario requesting vacation outside the summer season.

It is agreed between the parties that consent to such a request not be unreasonably withheld.

Overtime costs to be incurred by the Corporation are a valid reason to withhold consent.

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

Yours truly,

I concur,

(Signed E.J. Houlihan)

**E.J. Houlihan
Director, Labour Relations**

(Signed Bob Fitzgerald)

**Bob Fitzgerald
National Representative**

LETTER ON SHIFT TRADES

June 26, 2010

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

Dear Mr. Fitzgerald,

During the negotiation of Collective Agreement No. 1 the Corporation raised the issue of the Shift trade procedure being national in scope.

This will confirm our understanding that the Union has opted for a six month trial period for this procedure without prejudice .The union may opt to withdraw from the procedure after the 6 month period.

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

Yours truly,

I concur,

(Signed E.J. Houlihan)

E.J. Houlihan
Director, Labour Relations

(Signed Bob Fitzgerald)

Bob Fitzgerald
National Representative