

COLLECTIVE AGREEMENT NO. 2

between

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

and

VIA RAIL CANADA INC.

covering

ON-BOARD SERVICES EMPLOYEES

1998 - 1999 - 2000



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ARTICLE 1
Definitions

1.1 For the purpose of this Agreement:

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

- (j) "Run" - a round trip covered by an Operation of Run Statement.
- (k) "Reporting Time" -the time an employee **is** required to report for duty.
- (l) "Mutually Arranged (or mutually agreed)" - an agreement between the proper officer of the Corporation and the proper officer of the Union.

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

ARTICLE 2 Recognition and Scope

- 2.1** The Corporation **recognizes** the National Automobile, Aerospace, Transportation and General Workers Union of Canada as the sole collective bargaining agent with respect to wages, hours of work and other working conditions for train service employees of On-Board Services, including corporate employees engaged in the preparation of food and beverages for service on trains, VIA Rail Canada Inc., in classifications listed in the wage scale set forth herein.

2.2 Should there be a "safe of business" within the context of the Canada labour Code, the **provisions** of this collective agreement shall be binding upon any successor in the control of the Corporation. In the event there is a merger with another company in **which** the bargaining **unit** employees therein are represented by another union in such company, the representation rights and status quo of the Union shall be maintained until a final **determination** is made under the Canada **Labour** Code as to the proper representative of the combined group.

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

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

ARTICLE 3 Deduction of Union Dues

3.1 The Corporation shall deduct on the payroll for the **last pay period** of each month from wages due and payable to each employee coming within the scope of **this** Collective Agreement an amount equivalent to the monthly union dues of the Union subject to the **conditions** and exceptions set forth hereunder. The pay **period** containing the twenty-fourth day of the calendar month **will** be designated as the last pay period of the month.

3.2 The amount to be deducted shall be **equivalent** to the uniform, 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. 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 amount of regular monthly dues.

3.3 Employees filling positions of a supervisory or confidential nature not subject to all the rules of the agreement as may be mutually agreed between the designated officers of the **Corporation** and of the Union shall be excepted from dues deduction.

3.4 Membership in the Union signatory hereto shall be available to any employee eligible under the constitution of the Union on payment of the initiation or reinstatement fees uniformly required of all other such applicants by the local concerned. Membership shall not be denied for reasons of race, national origin, colour, religion or gender.

- 3.5** Deductions for new employees shall commence on the first pay period which contains the twenty-fourth day of the month.
- 3.6** If the wages of an employee payable on the payroll for the last pay period of any month are insufficient to permit the deduction of the full amount of dues, no such deduction shall be made from the wages of such employee by the Corporation in such month. The Corporation shall not, because the employee did not have sufficient wages payable to him on the designated payroll, carry forward and deduct from any subsequent wages the dues not deducted in an earlier month.
- 3.7** Employees filling positions coming within the scope of more than one wage agreement in the pay period in which deduction is made shall have dues deducted from the **Organization** holding the agreement under which the preponderance of their time is worked in that period. Not more than one deduction of dues shall be made from any employee in any month.
- 3.8** Only payroll deductions now or hereafter required by law, deduction of monies due or owing the Corporation and pension deductions shall be made from wages prior to the deductions of dues.
- 3.9** The amounts of dues so deducted from wages accompanied by a statement of deductions from individuals shall be remitted by the Corporation to the officer or officers of the Union, as may be mutually agreed by the Corporation and the Union, not later than **40** calendar days following the pay period in which the deductions are made.
- 3.10** The Corporation shall not be responsible financially or otherwise, either to the Union or to any employee, for any failure to make deductions or for making improper or inaccurate deductions or remittances. However, in any instance in which an error occurs in the amount of any deduction of dues from an employee's wages, the Corporation shall adjust **it** directly with the employee. In the event of any mistake by the Corporation in the amount of its remittance to the Union, the Corporation shall adjust the amount in a subsequent remittance. The Corporation's **liability** for any and all amounts deducted pursuant to the provisions of this Article shall terminate at the time **it** remits the amounts payable to the designated officer or officers of the Union.
- 3.11** The question of what, if any, compensation shall be paid the Corporation by the Union in recognition of services performed under **this** Article shall be left in abeyance subject to reconsideration at the request of either party on **15** days' notice in writing.

3.12 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.

3.13 The Corporation will pay monthly to the Union \$.06 per compensated hour for each employee in the bargaining unit to reimburse Union Representatives for time off the job in the performance of union duties on behalf of employees within bargaining units at VIA represented by the Union.

ARTICLE 4
Hours of Service and Overtime

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

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

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

Example:

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

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

Example:

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

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

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

$$\frac{\text{No. of Days Worked (Including layover days)}}{\text{No. of Days in 8-week period}} \times 320$$

- (d) Pay adjustments will be due and payable on the first pay period after the **8-week** pay period involved.
- (e) Spare employees shall be paid for total hours worked in each pay period at pro rata hourly rates.
- (f) Hours worked by spare employees for each designated **8-week period** will be totalled. Hours in excess of the total basic hours of **320** for the periods involved will be paid at time and one-half.

Examples:

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

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

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

- 4.3** For the purpose of computing time worked by an employee during a four-week period, time shall be counted from **0001** hours on the first day of the period until midnight of the last day of the same period.
- 4.4** (a) Assigned employees will not be required to perform work on another assignment to make up their guarantee for the **basic** four-week period.
- (b) Assigned employees who are removed from their assignment to perform other **service** will be paid not **less** than the **ORS** hours of their assignment, if they have been prevented from taking out their regular assignment. In such case, all hours worked in excess of the try, missed on their assignment will be paid over and above their guarantee and included in the accumulation of hours under Article **4.2(b)**. If work is performed entirely during layover, except as referred to in Article **4.27**, they shall be credited with actual time worked and such time will be paid over and above guarantee and included in the accumulation of hours under Article **4.2(b)**.
- 4.5** Assigned employees on a regular run who are held at their away-from-home terminal beyond the established layover **period** shall be credited **with** 6 hours for each **24-hour period**, computed from expiration of their layover period, and actual time up to 8 hours for less than a **24-hour** period.
- 4.6** Assigned employees held out of service at a point **enroute** shall be **credited** with 6 hours for each **24-hour** period or the actual time of up to 8 hours for less than a **24-hour** period.
- 4.7** **Assigned** employees held for service at their home terminal during layover shall be credited **with** 8 hours for each **24-hour** period so held and actual time of up to 8 hours for less than a **24-hour** period. If prevented from taking **out their** regular assignment, Article **4.4** will apply.
- 4.8** Employees may be used off their assignments in cases of emergency, temporary promoted positions or special assignments and they **will** be returned to their assignment as **soon** as practicable.
- 4.9** Employees laid off or displaced who choose to exercise their **seniority** rights or return after **having** exercised **seniority** rights will not be **paid** for deadheading but will be provided with free meals and sleeping accommodation.

- 4.10** Employees deadheading on a car or on a pass on railway business shall be **credited** with **12** hours for each **24-hour** period and actual time up to **12** hours for less than a **24-hour** period (time to be computed from reporting time to release time).
- 4.11** Spare employees will be governed by the **ORS** of a run for the period they are required to relieve regularly assigned employees.
- 4.12** Spare employees performing unassigned service will be paid on a minute basis with a minimum of four hours for each call for terminal duty, and a minimum of four hours for a one-way trip and 8 hours for a round trip.
- 4.13** Employees shall be allowed a minimum of 8 calendar days' layover at their home terminal for each designated four-week period.
- 4.14** Spare employees operated in extra service in one direction and returned deadhead to their home terminal will be compensated at the rate for the classification of the position worked on the going trip.
- 4.15** If spare employees are returned to their home terminal in service in a higher classification than the one worked on the going trip, they **will** be compensated at the rate of pay for the higher **classification**.
- 4.16** If spare employees are returned to their home terminal in service in a classification lower-rated than the one worked on the going trip they will be compensated at the rate of the **classification** worked on the going trip.
- 4.17** Rest will be given in continuous periods and will not be split. Time **deductions** for rest periods will be as **follows**:

(a) Cooks and Chefs - a **maximum** of 6 **hours per** night between **2200** hours and **0600** hours.

(b) Service Managers and Service Coordinators and Assistant Service Coordinators:

Overnight Runs

- Elapsed time **12** hours or **less** - no rest
- Elapsed time **12 - 24** hours - one night **enroute** - 5 hours rest
- Elapsed time **24 - 36** hours - one night **enroute** - 8 hours rest
- More than one night **enroute** - 8 hours rest per night **enroute**.

(c) All other employees-a maximum of 8 hours per **16** hours of duty.

(d) If an assigned employee is required to work any part of his rest period, such hours will be paid over and above his guarantee and included in the accumulation of hours under Article **4.2(b)**.

- (e) Regular sleeping car space shall be assigned and protected for regular assignments **only** (not as a result of adding additional equipment) and to be designated to each crew member at the start of the trip by the **service manager**, where operated. If employee **loses** his rest as a **result** of crew space not provided, such hours will be paid over and **above** guarantee and included in the accumulation of hours under Article **4.2(b)**.
- 4.18**
- (a) Employees assigned to a special train (or sections thereof) or extra equipment attached to a regular train (or sections thereof) and employees used to augment regular crews shall be considered as employees assigned to a special movement.
 - (b) Employees assigned to special movements will be paid from the time required to report for duty until released from duty, **with** deductions made for rest periods in accordance with Article **4.17**.
 - (c) Employees assigned to special movements and held at a point **enroute** will be paid 8 hours for each **24-hour period** so held or actual time of up to 6 hours for less than a **24-hour period**, **computed** from expiration of 8 hours **after** arrival at such point or after completion of duties related to his assignment.
 - (d) Employees assigned to special movements and **held** at the distant terminal will be paid held time as follows:
 - (i) Employees assigned to a special train (or sections thereof) will be paid 8 hours for each **24-hour period** or actual time of up to 8 hours for less than a **24-hour period**, computed from **expiration** of 8 hours after release from duty.
 - (ii) Employees assigned to extra equipment attached to a regular train (or sections thereof) and employees used to augment regular crews who are held beyond the regularly scheduled departure time of the first train returning to their home terminal following expiration of 8 hours after their release from duty will be paid 8 hours for each **24-hour period** so held or actual time of up to 8 hours for less than a **24-hour period**.

Time in such cases to start at the expiration of 8 hours after release from duty.
- 4.19** At turnaround or set-out **points**, time shall be computed as continuous where the interval of release from duty does not exceed 2 hours.
- 4.20** Employees entitled to sleeping accommodation while deadheading on railway business and not provided with sleeping accommodation shall be **credited with** up to 8 hours over and above **compensation** in accordance with Article **4.10**.

- 4.21** Employees required to remain in service on their assignments beyond the hours or days shown on the **ORS** due to late train **arrivals** at home or distant terminal, or if they are operated beyond the distant terminal of their run, deduction of rest shall be as shown on the **ORS**.

Example:

<u>ORS</u>	<u>Delayed Operation</u>
Ex home terminal	1st day Ex home terminal
Arr distant terminal (R)	2nd day Arr distant terminal (R)
Ex distant terminal (R)	3rd day Ex distant terminal (R)
Arr home terminal	4th day Enroute (N.R.)
Layover	5th day Enroute (N.R.)
Ex home terminal	6th day Enroute (N.R.)
Arr distant terminal (R)	7th day Enroute (R)
Ex distant terminal (R)	8th day Arr home terminal (R)
(R)	Rest deductible
(N.R.)	No rest deductible

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

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

(b) Assigned employees arriving at an away-from-home **terminal** after the established reporting time for the return movement of **their** assignment, as shown on the Operation of Run Statement, having been **enroute** for two nights or more (i.e. between **2400** hours and **0700** hours) will not be required to return on their **assignment** unless there is a minimum period of 8 hours between arrival time **inbound** and actual train departure time for the return movement. If, under these circumstances, employees have been **enroute** for one night only (i.e. between **2400** hours and **0700** hours), they will be returned on their assignment provided there is a minimum period of 2 hours and **30** minutes between **arrival** time inbound and actual **train** departure time for the return movement. These provisions **will apply** only when other **qualified** employees are available to protect the **service**.

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

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

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

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

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

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

4.26 (a) Time credited to employees **as** provided for in Articles **4.5** and **4.6**, will be applied against guarantee of the employees' assignments.

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

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

- (c) Assigned employees who obtain other regular assignments by bulletin under Article **12.1** will be protected by guarantee as provided for under Article **4.26(e)**.

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

- (e) (1) The guarantee of employees will be protected who pick up their new assignment **prior** to the expiration of their previous layover **if** possible,

or-

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

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

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

up to **48** hours following a **trip** on a transcontinental run, or

- ii) up to **24** hours, following a trip on another run.

NOTE:

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

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

- (f) In exercising their seniority after displacement or abolishment, employees who are required to revert to the spare board, because of having **insufficient** seniority to hold any assignment, will be protected by guarantee to the expiration of their layover.
- (g) Assigned employees directed to undergo training or returning from vacation, either of which makes it impossible to **fulfill** their assignment, may upon completion of training or vacation, be required to operate from the spare board to **equalize** the number of **ORS** hours of the trip(s) missed.
- (h) Employees who have been awarded a position by bulletin or have **declared** themselves for a **position following** abolishment of or displacement **from** their former position and are subsequently displaced before picking up the new position, will have guarantee protection **from** the date they would have picked up the new position had they not been displaced and guarantee will continue until expiration of layover of the first cycle of operation for that new position, **provided** they make **themselves** available for work **from** the spare board.
- (i) An employee going to the spare board to maintain guarantee protection pursuant to **Articles 4.26(g)** and **(h)**, will be placed at the top of the spare board at **0001** hours of the day following completion of **training** or vacation, or of the day following the date he would have picked up the new position. When two or more **employees** go to the same spare **board** on the same date under these provisions, they will be placed at the top of the spare board in reverse seniority order.
- (j) Spare board employees obtaining an assignment by bulletin as provided for in **Articles 12.1** and **12.3** will be protected by guarantee from the date they pick up their assignment. An employee will be continued on the spare **board** and subject to spare board work which will not prevent **him from** picking up his assignment.

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

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

**ARTICLE 5
Rates of Pay**

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

	July 1/98 Weekly Hourly	Jan. 1/99 Weekly <u>Hourly</u>	Jan. 1/2000 <u>Weekly</u> <u>Hourly</u>
Service Manager (Transcontinental)	\$931.36 23.2841	\$949.99 23.7498	\$968.99 24.2248
Service Manager (Corridor & Remote)	\$842.40 21.0599	\$859.25 21.4811	\$876.43 21.9108
Service Manager (prior to July 1/98)	\$870.16 21.7539		
Service Coordinator	\$781.19 19.5298	\$796.82 19.9204	\$812.75 20.3188

	Jan. 1/98 Weekly Hourly	Jan. 1/99 weekly Hourly	Jan. 1/2000 Weekly Hourly
Assistant Service Coordinator	\$723.33 18.0832	\$737.79 18.4449	\$752.55 18.8138
Senior Service Attendant	\$651.00 16.2751	\$664.02 16.6006	\$677.30 16.9326
Service Attendant	\$629.30 15.7325	\$641.89 16.0472	\$654.72 16.3681
Chef	\$739.14 18.4784	\$753.92 18.8480	\$769.00 19.2250
Cook	\$666.50 16.6624	\$679.83 16.9956	\$693.42 17.3355

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

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

Employees filling positions as Assistant Service Coordinator, Senior Service Attendant and Service Attendant, having **less** than **157** weeks compensated **cumulative** service **with** the **Corporation** will be paid as follows:

- 1 **st** 26 weeks - 20% **less** than the **basic** weekly rate
- 27-52 weeks - 17% **less** than the **basic** weekly rate
- 53-78 weeks - 14% less than the **basic** weekly rate
- 79-104 weeks - 11% less than the **basic weekly** rate
- 105-130 weeks - 8% less than the **basic weekly** rate
- 131-156 weeks - 4% less than the **basic weekly** rate
- 157 & thereafter - the full **basic** weekly rate

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

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

NOTE: If an employee is currently entitled to a rate of pay higher than his service would entitle him to receive under the above Article 5.2, such employee's rate of pay will not be reduced to comply with the new Article 5.2 rates, but the employee will retain his existing rate of pay, increased by the general increases in this Memorandum of Settlement dated May 14, 1987, and any future general increases until his service entitles him to an increase under the new Article 5.2.

ARTICLE 6
Lodging and Living Expenses

6.1
80.5

- (a) Meals **without** charge will be served to employees during regular meal hours on trains when meal service cars are operated.
- (b) When restricted menus are featured, employees **will** be served in accordance with the menu in use except as provided in Article 6.2.
- (c) Meals or meal allowance in lieu thereof will be **provided** employees who are on duty between the following hours or any portion thereof:

- Breakfast • **0730-0830**
- Luncheon • **1130-1230**
- Dinner • **1730-1830**

- 6.2 Meal allowance **in** lieu of meals may be paid to employees assigned to trains on which only one meal is served. Where more than one meal is involved, meal allowance in lieu of meals may be paid on trains on which only takeout snack and/or Galley Club tray meal service is available. No additional reporting time or release time will be allowed in either case.
- 6.3 Effective June 14, 1995, allowance in lieu of free meals to employees covered by this Agreement will be **\$5.00** for Breakfast, **\$5.75** for Luncheon and **\$7.50** for Dinner. **In addition, these** amounts will be increased by the **CPI** on January 1, 1996 and January 1, 1997.
- 6.4 Employees will be provided **with** lodging accommodation at away-from-home terminals and sleeping accommodation during rest periods **enroute**.
- 6.5 Employees deadheading on corporate business will be provided with sleeping accommodation **enroute**, and meals, in accordance with Articles 6.1 and 6.2 as applicable.
- 6.6 (a) Assigned employees arriving at distant or Intermediate terminals and held beyond the **ORS** requirements will be provided with meals or meal allowance in lieu thereof at regular meal periods commencing from expiration of the **ORS** requirements.

- 9.D
- (b) When the regular layover at distant terminals exceeds **24** hours, or when employees arriving in extra **service** are held at the distant terminal in excess of **24** hours after release from duty, meals or meal **allowance** in lieu thereof will be **provided** at regular meal periods commencing **with** expiration of the **24-hour** period.
- 6.7** Employees assigned to special movements requiring stopovers **enroute** will be provided with meals or meal allowance in lieu thereof at regular meal periods commencing from time of arrival at such point, if meal service **is** not available.
- 6.8** Employees performing spare work in accordance **with** Article **7.2(vii)** out of a home terminal where a spare board is not maintained will be **provided** with meals or a meal allowance in lieu thereof while at that point following **expiration** of 8 hours from the time of their first **arrival** there,

ARTICLE 7

Spare Board

- 7.1** Spare boards for employees covered by this Agreement will be maintained at Halifax, Montreal, Toronto, Winnipeg, Vancouver and other points as may be agreed upon and **classification** lists shall be set up in accordance with **local** requirements.
- 7.2** A spare board **classification** list will have a maximum of **five** classifications as agreed upon between the **designated** corporate officer and the Local Chairperson, and will list names of senior unassigned employees (to operate on the 'first-in, first-out' principle) who will be required to protect the following **services**:
- (i) **Newly** created temporary positions and temporary vacancies in regularly assigned **positions** considered to be of **less** than **30** days' duration on a trip by trip basis.
 - (ii) Standby or terminal duty (except as specified in Article **4.27**). Standby employees required for road service **after** the cut-off time **will** be assigned in their spare board order.
 - (iii) Relief for annual **vacations**, including **additional** layover continuous **therewith**.
 - (iv) Additional **monthly** layover in assigned positions at home terminal (**if** such monthly layover has not been made part of an assignment).
 - (v) Extra road service, **including** augmenting of crews.
 - (vi) Such other work as agreed upon between the designated officer of the Corporation and the Local Chairperson.

- (vii) Spare work out of home terminals where spare boards are not maintained. Spare employees may be required to make a maximum of three round trips out of such terminals and if held in excess of this number they shall be credited with 8 hours for each **24-hour** period between each trip out of such home terminal in excess of three, and actual time up to 8 hours for less than a **24-hour** period, such time shall be computed from expiration of 8 hours after release from duty. Employees will be advised, prior to leaving their home station, the expected number of round trips they will be required to make out of home terminals where spare boards are not maintained.

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

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

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

- 7.7 (a) Hours of call shall be established in accordance with **service** requirements. The names of employees will not be dropped to the bottom of the spare board if they are **not available** for a call outside the call hours locally agreed upon.
- (b) If employees cannot be contacted during call hours, **their names will be** placed at the bottom of the spare board as at midnight that day.
- (c) If employees refuse a call, their names will remain off the spare board, until the earliest time the employees who were assigned to the run would return, at which time their names will be placed at the bottom of the spare board in the order they would have arrived.
- (d) If employees refuse a call or cannot be contacted during call hours for standby or **terminal** duty only, their names will be placed at the bottom of the spare board as at midnight that day.
- 7.8 (a) When a classification within a spare board **is** depleted to the extent that only names of employees who have accumulated **144** hours in their **basic** four-week period remain thereon, positions except for terminal duty and short trips will be filled, on a "first-in, **first-out**" basis, by qualified **employees** listed in other **classifications** of equal or **lesser** rate of pay who have accumulated less than **144** hours.
- (b) When all **classifications** on the spare board are depleted of **qualified** employees to the extent that **only** the names of employees who have accumulated **144** hours in their basic four-week period remain thereon, **positions** may be filled by **qualified laid-off** employees in seniority order. If **qualified laid-off** employees are not available, qualified employees who have accumulated **144** hours or more but **less** than **160** in their basic four-week **period** may be used. In such instances, employees with the lesser number of hours will be assigned. In the event there are two or more employees **with** the same number of hours, the "first-in, first-out" principle will apply.
- (c) When a classification **within** a spare board is exhausted to the extent that no names of qualified employees are listed thereon positions will be filled on a "first-in, first-out" basis, by **qualified** spare board employees listed in other **classifications** of equal or **lesser** rate of pay who have accumulated **less** than **144** hours. In the event such employees are not available, positions may be filled by qualified laid-off employees in seniority order. If **qualified laid-off** employees are not available, qualified employees listed in other **classifications** who have accumulated **144** hours or more but less than **160** in their basic four-week period may be used.

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

(d) When the entire spare board is exhausted of qualified employees, **qualified** laid-off employees will be called in **seniority** order. If qualified laid-off employees are not available, **qualified** employees on the outgoing crew may be promoted with their consent to fill such assignments. Employees so promoted will be compensated at the higher classification for the **ORS** hours of the trip in the **direction(s)** worked or actual hours worked, whichever is greater. If no employee on the outgoing crew consents to being promoted, the positions will be filled in the following order:

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

7.9 Spare employees arriving at home terminal will be assigned to the spare board in the order in which they arrive. If more than one employee returns on the same day and hour, the order of their **seniority** will govern.

7.10 When more than one spare employee **arrives** on the same train they will be positioned on the spare board in the following order: first, deadheading employees (in seniority order) and second, employees in revenue service (in seniority order).

7.11 (a) Spare employees will be returned to the spare board in accordance with Articles **7.9** and **7.10** and will not be called until expiration of their rest period except in event of emergency.

(b) Spare employees, may, on signed request, have a layover period for rest (at home **terminal**) after revenue or deadhead **service** not exceeding in total the compensated hours for their **last** round trip in Transcontinental Service and twice the compensated hours in other than Transcontinental Service except in event of emergency.

(c) If a spare board employee books rest on arrival at the home terminal thereby causing the loss of a trip, his guarantee shall nonetheless be protected, provided that the spare board employee filling such trip was required to report for duty within ten hours from the time he booked rest (or fourteen hours from the time he booked rest if he had been on a trip for more than twenty-four hours).

Notwithstanding the above, spare board employees with a guarantee will be entitled to book 6 days off in the 28-day schedule.

- 7.12 When filling a temporary vacancy in a regular assignment, spare employees shall be governed by conditions of the appropriate Operation of Run Statement and they shall revert to the bottom of the spare board as per Articles 7.9 and 7.10.
- 7.13 Spare board lists will be posted each morning in the Reporting Office, showing names of all employees on the spare board, their incoming and out-going trains and total hours to their credit as of midnight the previous day. Spare employees returning from leave of absence or vacation will be placed at the bottom of the spare board at the time they report for duty.
- 7.14 Regularly assigned employees will not be permitted to book off after the established cut-off time without the permission of the Corporation.
- 7.15 If regularly assigned employees are permitted to book off after the cut-off period, and the employee "first-out" cannot be contacted on short notice, employees on standby will be assigned in their order on the spare board and, if necessary, available spare board employees who have accumulated less than 144 hours in their basic four-week period may be assigned. Under such circumstances, the employees who could not be contacted will not lose their turn on the spare board.
- 7.16 The names of spare employees will be removed from the spare board after they have accumulated 160 hours in a basic four-week period. Such employees will not be eligible for duty except in accordance with Article 7.8(d) (3). Spare employees with less than 144 accumulated hours in a basic four-week period will not be restricted for duty. Spare employees in a classification of their choice who have accumulated 144 hours or more but less than 160 in a basic four-week period may be used on short trips or standby and as required in accordance with Articles 7.8(b) and 7.8(c).
- 7.17 Names restored to the spare board after being removed in accordance with this Article shall be placed at the bottom of the spare board as at midnight of the last day of the four-week period in order of their seniority.
- 7.18 If a request to have the assistance of a fellow employee at a hearing is made in accordance with Article 24.11 and such employee is assigned to the spare board, he will not lose his turn on the spare board.

ARTICLE 8
General Holidays

8.1 An employee who **qualifies** in accordance with Article 8.3 of this Agreement 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 another normal working day.

All Provinces

- New Year's Day
- Day After New Year's Day
- Good Friday
- Victoria Day
- Dominion Day
- ~~Thanksgiving Day~~
- Thanksgiving Day
- Christmas Day
- Boxing Day

12. A

Nova Scotia and Prince Edward Island

- Easter Monday
- Remembrance Day

Quebec

- **Fête Nationale** (St. Jean Baptiste Day)
- Civic Holiday (the first Monday in August)

Ontario, Manitoba, Saskatchewan, Alberta,
New Brunswick and British Columbia

- New Brunswick Day, **Simcoe** Day or Civic Holiday (the first Monday in August)
- Remembrance 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 **therefor** in that province or part thereof. If such signatories fail to agree that such holiday is more generally **recognized**, the dispute will **be** submitted to arbitration for final decision.

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

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

- (a) must 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 a 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 is in receipt of, or who subsequently qualifies for, weekly sickness benefits because of illness on such holiday; a regularly assigned employee who is required to work on such general holiday shall be given an advance notice of four calendar days, except for unforeseen exigencies of the service, in which case he will be notified not later than the completion of his shift or tour of duty immediately preceding such holiday that his services will be required;
- (c) must be entitled to wages for at least 12 shifts or tours of duty during the 30 calendar days immediately preceding the general holiday. The number of shifts or tours of duty worked during the 30 calendar-day period shall, for the purpose of this Clause (c), be the number of hours on duty during that period exclusive of overtime divided by eight. This Clause (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 Clause (c).

- (d) Employees in spare service shall not be governed by the provisions of Clauses (b) or (c) of this Article 8.3 but, in addition to meeting the requirements of Clause (a) thereof, must have been available for service on the holiday if required and, unless required to work on the holiday, must have been in service or available from the spare board for such service as may be required for at least 12 calendar days during the 30 calendar-day period immediately preceding the general holiday.
- 8.4** A qualified employee whose vacation period coincides with any of the general holidays specified in Article 8.1 shall receive an extra day's vacation with the pay to which the employee is entitled for that general holiday; for regular employees the first day of layover following the vacation period, and for spare employees the first day available but not required to work, shall be recognized as the holiday with pay.
- 8.5** (a) An assigned employee qualified under Article 8.3 and who is not required to work on a general holiday shall be paid 8 hours' pay at the straight time rate of his regular assignment.

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

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

ARTICLE 9 Vacations

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

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

12.3

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

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

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

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

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

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

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

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

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

9.7 A years service is defined as **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 weekly indemnity. An employee who is again **fit** for duty shall **immediately** so inform the corporate officer in charge and will continue his vacation **if** **within** his scheduled dates. If the remaining vacation falls **outside** the employee's scheduled dates, such vacation will be rescheduled as may be mutually agreed between the proper officer of the Corporation and the **authorized local** Union representative.

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

- 9.10** 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 mutually agreed upon later date. This Clause **9.10** does not apply where rescheduling is a result of an employee exercising his seniority to a **position** covered by another **vacation** schedule.
- 9.11** **Provided** an employee renders compensated working service in any calendar year, time off duty, account bona fide illness, injury, **authorized** pregnancy leave, to attend **committee** meetings, called to **court** as a witness, or for uncompensated jury duty, not exceeding a total of **150** days in any calendar year, shall be included in the computation of service for vacation purposes.
- 9.12** Vacation days shall be exclusive of the general holidays **specified** in Article **8**.
- 9.13** A spare employee shall be granted vacation in accordance with this Article at the hourly rate of the classification of the trip immediately preceding the day he **commences** his vacation.
- 9.14** 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.
- 9.15** (a) In the event an employee is laid off, they may elect either:
- (i) To receive payment in lieu of vacation for all outstanding vacation due to them at the beginning of the current calendar year, or;
 - (ii) To take the **vacation** at the time allotted to them pursuant to Article **9.19** or **9.20**.
- (b) If the employee is laid off at the time the vacation was scheduled, they shall receive payment in lieu of vacation for all outstanding vacation due to them.
- (c) In the event there is a payment made in lieu of vacation, the number of days of vacation represented by the payment will be included in the computation of cumulative compensated service.

- 9.16** An employee who:
- (a) leaves the **service** of his own accord, or
 - (b) is dismissed for cause and not reinstated in his former **seniority** standing within two years of date of such dismissal,
- will **if** subsequently returned to the service, be required, to again qualify for **vacation** with pay as **provided** in Articles **9.1, 9.2, 9.3, 9.4** and **9.5**.
- 9.17** An employee who has become entitled to a vacation **with** pay shall be granted such **vacation** within a twelve-month period immediately following the completion of a calendar year of employment **in** respect of which the employee became entitled to the vacation.
- 9.18** A list of the anticipated number of days' **vacation** entitlement for each employee shall be posted prior to January **1st** of each year. Applications for annual vacation shall be filed prior to February **1st** of each year.
- 9.19** 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. Unless otherwise **authorized** by the officer of the Corporation in charge, the vacation period may be split once at the employee's **discretion**, provided **it** does not cause the **Corporation** to incur any additional expense in the protection of guarantee or otherwise. If the employee does not elect to split his vacation, **it** shall be continuous. Applicants will be advised in February of dates allotted them, and unless otherwise locally arranged, employees must take their vacation at the time(s) allotted.
- 9.20** 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.
- 9.21** The absence of employees on vacation with pay, as provided in this Agreement, will not be considered as a vacancy, temporary or otherwise, in applying the bulletin rules of the Agreement.
- 9.22** **Time** off on account of vacation under the terms of this Agreement will not be **considered** as time off account employee's own accord under any guarantee clauses and will not be considered as breaking such guarantee.
- 9.23** Employees desiring an advance vacation payment must make application for same not later than **five** weeks prior to commencing their vacation. The advance **vacation** payment shall be **4%** of the employee's previous years earnings, **less** an **appropriate** amount (approximately **30%**) **to cover** standard deductions.

ARTICLE 10
Seniority Grouping

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

VIA Atlantic
VIA Quebec
VIA Ontario
VIA West

ARTICLE 11
Seniority Status and Lists

11.1 Employees shall **accumulate seniority from** the date of first entry into the service on a **position** covered by this Agreement. A newly-hired person required to undergo training or **familiarization** before being employed on a **position** covered by this collective agreement will upon successful completion of such training be placed on the seniority list **from** the date he was hired as a trainee.

Employees will remain on the **seniority** list providing they have performed some actual work for the Corporation within eighteen months from the first day of compensated service and any period of eighteen consecutive months thereafter or are on **authorized** leave of absence; otherwise, the employee will forfeit his seniority and his name will be removed from the **seniority** list.

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

11.3 Employees will be considered as on probation until they have completed **75** days of actual work in a position covered by this Agreement. Employees found unsuitable during such period will not be retained in the service. Probationary employees shall have access to the grievance procedure.

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

11.5 When two or more employees commence **work** 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 one who signed the Corporation's application form for employment first shall be **senior**;
- (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 seniority list as provided for above.

11.6 (a) Effective June 14, 1995, an employee holding seniority under this Agreement and who is presently filling or who may in the future be promoted to an **official** or any **position** with the Corporation which is excepted **from** any **provision** of this or any Collective Agreement, will have his 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 Chairperson shall be advised when the **promotion** is of a permanent nature. The **period** of twelve consecutive months may be extended through a management-union accord.

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

- (b) When an employee who has not **forfeited** his seniority under (a) above, is released from excepted **employment**, he will be placed on the spare board, and must be available for work from the spare board within **30** calendar days from the date of release **from** excepted employment, unless prevented by illness or other cause for which bona fide **leave** of absence has been granted. Failing to do so, he will **forfeit** his **seniority** under this Agreement.
- (c) Employees promoted to excepted **positions** for a period of **less than 60** days will be allowed to return to their former positions within **10** calendar days **from** the date of release from excepted employment. The positions so vacated **will** be considered as temporary vacancies in accordance with Article 12.3.

- 11.7 Employees awarded in-charge positions as:
- (1) Service Coordinators who were **qualified** as Porters, will automatically acquire **qualifications** as Senior Service Attendants and Service Attendants.
 - (2) Chefs will automatically **acquire qualifications** as **Cooks** in any meal service car.
- 11.8 Employees while filling positions under this Agreement who accept positions covered by another wage agreement may continue to fill such positions for a continuous period up to 6 months without loss of seniority. Provided they can hold work on their own **seniority** region, such employees shall exercise their seniority at, or prior to, the expiration of such **6-month** period, or forfeit their **seniority** rights under this Agreement.
- 11.9 Article 11.8 shall not apply to employees who, while holding **seniority** rights under another wage agreement, obtain employment and establish **seniority** under this Agreement. If such employees, while filling positions under this Agreement, exercise their seniority under the provisions of another wage agreement, their names will be dropped **from the seniority** list. Employees shall not be regarded as having exercised seniority rights when used for emergency **service** only.

ARTICLE 12 Bulletining and Filling of Positions

- 12.1 All employees will be given their choice of run on a General Bid which will be posted once per year. The General Bid will be the last Sunday in May unless otherwise agreed locally. During the open period of the General Bid assigned employees will remain on their assignments until the effective date of the new assignments.
- 12.2 Bulletins showing effective date will be accompanied by Operation of Run Statements showing full particulars. They will be posted for **10** days in places accessible to all employees affected. Copies of all bulletins and Operation of Run Statements issued under this Article shall be furnished to the Local Chairperson and the designated National or Regional Representative of the Union **if** possible prior to posting.
- 12.3 (a) Vacancies in regularly assigned positions, temporary vacancies and newly-created positions any of which are known to be of **30** calendar days' duration or more, shall be bulletined on their respective **seniority** regions within 5 calendar days of the vacancy occurring except as provided for in Article 12.1.

Effective July 1, 1999, this Article will be amended as indicated in Article 12.3(b).

(b) The Corporation may canvass spareboard employees up to the junior employee with M.O.E., in seniority order, to fill any vacancy known to be 28 days or more. Spareboard employees without M.O.E. may refuse the vacancy. In the event no senior employee with or without M.O.E. accepts the vacancy, the junior spareboard employee with M.O.E. will be forced to the vacancy. (Senior may, junior must).

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

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

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

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

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

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

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

12.7 Employees awarded positions by bulletin shall be required to take up their assignment within 10 calendar days of posting of the award. Employees failing to take up their assignments without just cause shall forfeit their seniority under this Agreement and the runs shall be rebulletined.

12.8 If insufficient or no bids are received for vacancies, the Corporation will fill the assignments as follows:

- (i) Junior qualified employees from the spare board will be assigned, or
 - (ii) In the event there are no **qualified** employees on the spare board the senior qualified laid-off employees will be assigned in accordance with Article **13.13**; or
 - (iii) In the event there are no **qualified** employees on the spare board or laid off, the junior **qualified** assigned employees will be placed on the assignments provided an increase in rate is involved and only until other more junior employees have been trained.
- 12.9** When runs are **rebulletined** as provided for in Article **12.1**, the run or runs affected will be declared vacant from the home terminal on the effective date of assignment to be **specified** in the bulletin.
- 12.10** When it is necessary to change an Operation of Run Statement between the general bids prescribed in **Article 12.1** to the extent of an increase or decrease of **8** hours or more in a basic four-week period, the Local Chairperson concerned will be advised of the particulars and the assignment shall be declared vacant effective **with** the date of the changed **conditions** and the run shall be **rebulletined**.
- 12.11** During the period bulletins are posted as provided for in Article **12.3**, vacancies will be filled from the spare board until the successful applicants take up their assignment.
- 12.12** Regularly assigned employees assigned to temporary vacancies shall at the expiration of such temporary employment be returned to their former regularly assigned positions.
- 12.13** Assigned employees resuming work after time lost for disciplinary reasons will resume their place in the assignment **unless** their assignment has been discontinued in which case they will revert to the spare board, until they can obtain an assignment by bulletin.
- 12.14** Employees who accept promotion and fail to qualify will be returned to their former position and employees so displaced will be permitted to exercise their seniority.
- 12.15** (a) Employees returning after leave of absence shall resume their former **positions**, or may apply in writing within 5 calendar days thereafter to exercise their **seniority**, if qualified, to any **positions** bulletined during such absence. Employees thereby displaced shall be permitted to exercise their seniority within 5 calendar days of the date of displacement to any positions they are **qualified** to fill,

(b) Employees returning after vacation shall resume their former **positions** or may apply in **writing** prior to the date on which they are due out on **their** former **position** or returned to the spare board, to **exercise** their **seniority**, if **qualified**, to any positions **bulletined during** such absence, including layover days preceding the vacation **period**. Such regularly assigned employees shall be protected by guarantee providing they take up **their** new assignment within the **first** cycle of operation of the run of their **choice** commencing from the date of selection.

12.16 When the headquarters of a run are changed **within a seniority** region the run will be declared vacant and **rebulletined** to show the effective date of the new operation. Employees assigned to the run will not be permitted to **exercise** their **seniority** until completion of their last trip in the assignment as provided for in Articles **13.3** and **13.4**, and during the interval between termination of the previous assignment and posting the awards for the new assignment the run will be considered as a temporary position to be filled from the spare board.

12.17 Employees whose **positions** are **rebulletined** in advance due to changes in working conditions in accordance with Article **12.10** will not be permitted to displace junior employees awarded positions which were bulletined during the time their run was **rebulletined**.

ARTICLE 13 Staff Reduction, Displacement and Recall to Service

10.C **13.1** When staffs are reduced, senior employees with sufficient **ability** to perform the work will be retained. During the period of staff reduction **and/or** layoffs, new employees will not be hired until after all **available qualified** laid-off **employees** are recalled.

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

10.D **13.3** Employees whose **positions** are abolished or who are **displaced** may exercise their **seniority** up to cut-off time displacing junior employees from any **regular** assignment or elect to operate on the spare board providing they have the required **qualifications**.

- 13.4** Employees who exercise their seniority as provided in **Article 13.3** shall submit their choice in **writing** within 5 calendar days of the date of displacement, and must commence work on the **position** of their choice within **10** calendar days of that date unless prevented by a bona fide illness or other cause for which leave of absence has been granted and failing to do so **will** forfeit their seniority.
- Employees who fail to make their choice **within** 5 calendar days will, provided they have sufficient seniority, be required to operate from the spars board.
- 13.5** Displaced employees having the required **qualifications** and seniority to obtain a position who fail to commence work on the position of their choice **within 10** calendar days shall forfeit their **rights** under this **Agreement**.
- 13.6** Assigned employees whose assignments are cancelled due to disrupted train **service** may exercise their **seniority** as provided for in **Article 13.3** and their guarantee will be protected in accordance with Article **4.26(d)**.
- 13.7** When disrupted train service is **restored**, the **cancelled** assignment will be **rebulletined**.
- 13.8** Assigned employees who are displaced as a result of Article **13.6** will be permitted to exercise their **seniority** as provided for in Article **13.3**.
- 13.9** The time **limits** set forth in Article **13.4** apply to employees on leave of **absence** at time of displacement from the date they report for duty.
- 13.10** Employees demoted from their regular position for disciplinary reasons will not be permitted to displace **regularly** assigned employees. Their names will be placed on the spare board (seniority permitting) and they will be permitted to apply for vacancies within their seniority region subject to qualification restrictions.
- 13.11** Employees **enroute** on the effective date a run is abolished will be returned to their home terminal **utilized** to best service advantage with least possible delay and they will be compensated equal to the hours they would have earned for the return trip.
- 13.12** To be eligible for recall, laid-off employees must keep their supervisory officer and the Local Chairperson informed of their current address.
- 13.13** When staff is increased or when vacancies occur within a seniority region, laid-off employees shall, **if** qualified, be recalled to **service** in order of **seniority**.
- 13.14** If the Corporation is unable to **notify** employees of a vacancy by telephone or messenger, they will be advised by registered mail **with a copy** of such notice to the Local Chairperson.

- 13.15** laid-off employees who are employed elsewhere at the **time** of recall **will not be required** to report for service provided:
- (a) It is **definitely** known that the duration of the work is for less than **60** days.
 - (b) Other laid-off **employees** in the same **occupational classification** are available.
 - (c) During the period October 1 to June 1 laid-off employees who are employed elsewhere will be recalled as required in reverse seniority order if no other laid-off employees are available, and **if** they fail to report they will forfeit their seniority.
- 13.16** Laid-off employees recalled under the terms of this Article, who fail to report for duty or to give satisfactory reasons for not doing **so within 10** days from the date of the delivery of **notification** at their last known address, shall forfeit their seniority rights under this Agreement.

ARTICLE 14 **Transfers**

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

ARTICLE 15
Uniforms

- 15.1** Effective with the implementation of the new design of uniforms, employees in service on the implementation date will receive the new uniform and all subsequent issues without **cost** to the employees.
- 15.2** (a) Employees entering service after the implementation date will pay one-half the **cost** of uniforms and subsequent issues.
- (b) Effective January 1, 1989, all employees governed by Collective Agreement No. 2 who are required to wear a uniform, will **receive** their uniforms without charge. Such employees who leave the service of the Corporation will return all **items** of their **uniform**.
- 15.3** All employees wearing the new design uniform will receive a personal grooming allowance of **\$16.00** per month and in addition, a uniform cleaning and maintenance allowance of **\$16.00** per month. Chefs and Cooks will receive a personal grooming allowance of **\$16.00**.
- 15.4** Employees **required** to wear protective clothing (such as rubber gloves, aprons) will receive such clothing without cost to the employees. Such **protective** clothing will be maintained by the Corporation.
- 15.5** An employee who is required by the Corporation to wear safety footwear and was in service at the beginning of the calendar year, has rendered active service during the year, and holds an employment relationship, will be entitled to a safety footwear allowance of **\$60** payable in the second pay **period** of September each year. When an employee purchases new safety footwear, he must report to his immediate supervisor **with** the footwear indicating that such footwear is in compliance with the Canada Occupational Safety & Health Regulations (**C.S.A.** approved). Any employee who has received a subsidy towards the purchase of safety footwear since January 1, 1989, will have the above referred to **\$60** allowance reduced by the amount of the subsidy for the year **1989**.
- 15.6** All employees leaving the Corporation are requested to remove all VIA logos, crests, and buttons **from** their uniforms and return the VIA identification to their Manager. This condition applies to all uniform items, both **cost** sharing and free issue articles. New, unused articles of the **uniform** must be returned to VIA.

ARTICLE 16

Training

- 16.1 A training bulletin will be costed for a 15-day period in January of each year inviting applications from employees desiring to qualify for positions covered by this Agreement. Selections from applicants will be based on seniority, fitness and ability, and those selected will be required to undergo practical tests, write any rules and/or examinations required.
- 7.A.1.P
16.2 (a) Assigned employees directed to undergo training during layover days shall be paid for actual hours spent in training at the pm rata rate of their assigned classification with a minimum of four hours in each 24-hour period. Such time shall be paid over and above guarantee and shall be included in the accumulation of hours under Article 4.2(b).
- (b) Assigned employees directed to undergo training which makes it impossible to fulfill their assignment will be credited with actual hours spent in training but not less than the ORS hours of their assignment. Such time will be paid at the rate of their assigned classification and will be applied against guarantee and included in the accumulation of hours under Article 4.2(b).
- (c) Spare employees directed to undergo terminal training will be paid for actual hours spent in training with a minimum of 4 hours in each 24-hour period. Spare employees directed to make training trips will be paid the actual hours of the O.R.S. Such time shall be paid at the rate of the last classification worked and shall be included in the accumulation of hours under Article 4.2(f).
- 7.A.2.1.P
(d) Employees who volunteer for training at the terminal or to make training trips will not be compensated.

ARTICLE 17

Leave of Absence and Free Transportation

- 17.1 Employees elected as salaried representatives of the employees shall, upon request, be granted leave of absence without pay and shall continue to accumulate seniority while so engaged.
- 17.2 Employees shall be granted free transportation, in accordance with Corporate regulations, and leave of absence without pay to attend general meetings of the Union upon request of the Local Chairperson or the designated National or Regional Representative of the Union.

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

17.4 Employees shall, upon request, be granted free transportation within their region in accordance with Corporate regulations and leave of absence without pay to attend Union meetings. Such leave of absence will not exceed two calendar days and will 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 leave of absence of up to four months, permission to be obtained in writing. 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.

The proper officer of the Corporation must, in turn, respond to the employee, in writing, granting or denying **permission** for extension, in ample time so that if permission is not granted the employee can return to duty before the expiration of such leave. Unless such extension of leave of absence is granted, or absolute proof is furnished of bona fide sickness preventing such return, employees failing to report for duty, on or before the expiration of their leave of absence, shall forfeit their **seniority** under this agreement. The Corporation will confirm to the employee, in writing, its acceptance or rejection of application for leave of absence (or extension).

17.6 Leave of absence for educational purposes may be granted to employees in accordance with the Corporation's regulations. The designated National or Regional Representative of the Union will be informed when such leaves are granted. Such employees who return to the **service** between school terms, or prior to terminating the **educational** course for which leave of absence has been granted, will not be permitted to exercise their seniority.

17.7 Leave of absence shall not be granted for the purpose of engaging in work outside Corporation service, except in cases **involving** sickness, or when made the subject of mutual agreement between the **proper** officer of the Corporation and the designated National or Regional Representative of the Union.

17.8 The names of employees on **authorized** leave of absence shall be continued on the seniority list of the region in which they have established seniority rights.

17.9 Employees on leave of absence for union business as provided under Article 17 for periods of less than a calendar month will contribute to the pension fund on the basis of constructive earnings as provided in VIA Rail Canada Inc. By-Law No. 20 effective March 1, 1982.

ARTICLE 18
Reporting and Detention Time

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

ARTICLE 19
Attending Court

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

ARTICLE 20
Held for Investigation or Corporation Business

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

ARTICLE 21
Preservation of Rates

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

ARTICLE 22
Service Letters

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

ARTICLE 23
Composition and Adjustment of Crews

- 23.1** The duties and responsibilities of the new classifications are described in the attached Appendix **10**. Employees will be assigned in sufficient numbers to protect the service objectives and accomplish the work requirements defined by the Corporation. In many cases, employees will be assigned by position and train, rather than by position, train and car. In such cases, employees will be assigned to specific tasks and/or areas of work at reporting times, based on predetermined work schedules. The work schedules will specify the duties and work location(s) of each employee for each one-way trip; however, Service Managers and Service Coordinators will have the authority to alter the **duties/work** locations of subordinate **positions** to respond to changing service demands.
- 23.2** Minimum crew consist will be in accordance with the **organizational** charts in the attached Appendix **3**. The **foregoing** shall not prevent changes in crew complements brought about by fluctuation of traffic in **which** case Article **13.2** shall apply.

- 23.3** No reductions of a permanent nature from the **minimum** shown in Appendix 3 shall be made without **giving** at least three months' advance notice to the designated National or Regional Representative of the Union pursuant to Article J of the **Special** Agreement and/or Article 6 of the Employment **Security** and Income Maintenance Agreement before implementing such change.

ARTICLE 24
Discipline and Grievance Procedure

- 24.1** Discipline will be administered under the merit and **demerit** system. Merit marks issued will reduce proportionately the number of demerit marks in an employee's record at the time of issuance.
- 24.2** Employees will not be held out of service for minor **offenses**. Minor **offenses** are defined as **offenses** not involving **suspension** or dismissal.
- 24.3** Reports submitted by employees will be used for the assistance of Corporate officers in determining and evaluating the facts of a particular **situation**.
- 24.4** Employees required to **submit** a written report will be advised of the reasons for the request and they will be allowed up to **48** hours to submit each report.
- 24.5** Employees charged **with allegedly** having committed a major **offense** will be granted a fair and impartial hearing by the proper officer of the Corporation.
- 24.6** Employees, other than **probationary** employees, will not be suspended or discharged without a hearing.
- 24.7** Hearings in connection with major **offenses** will be **held** as quickly as possible. The purpose of such hearings will be to establish and **determine** the actual facts upon which action may be taken as considered necessary by the Corporation.
- 24.8** **Employees** may be **held** out of service up to 5 days or one cycle of operation, whichever is greater, pending a hearing. Employees held out of **service** pending a hearing will be given at least **48** hours' **written** notice of the charges against them (Saturdays, Sundays and general **holidays** excluded).

NOTE: All evidence will be made available to the designated National or Regional Representative of the Union at the Corporation **office** and in advance of the hearing if he so desires. If the designated National or Regional Representative 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.

- 24.9** When charges of a major **offense** have been made against an employee, the Corporation if requested to do so by the designated National or Regional Representative of the Union will, if possible, arrange for a joint confidential interview of the complainant or other **witnesses** (after the hearing) by the designated National or Regional Representative of the Union in company **with** a proper officer of the Corporation.
- 24.10** Employees will be allowed to provide material witnesses or their written evidence, and their statements may be written into the record of the hearing.
- 24.11** Employees, **if** they so desire, may have the assistance of one or two fellow employees, or Local Chairperson or **authorized** committee person at a hearing.
- 24.12** A proper officer of the Corporation, on the ground when an incident occurs, may carry out an immediate investigation and take such action as may be deemed necessary by the circumstances.
- 24.13** Employees or their Local Chairperson or **authorized committee** person may request a deferment up to and **including 72** hours from the original date set for the hearing.
- 24.14** When a request for deferment is made by employees or their representative, and employees fail to appear within **24** hours from the agreed date of deferment, unless prevented by bona fide illness or just cause, they will be considered as having resigned **without** notice and their names will be dropped from the **seniority** list.
- 24.15** Dates and times set out in this Article may be changed due to a bona fide illness or other reason as may be mutually agreed upon.
- 24.16** Should employees who have been **held** out of service desire to defer their hearing of alleged charges against them until they may have the assistance of a particular employee at the hearing, and they are exonerated of the charges, they will not be paid for the additional time held out of service due to the delay caused by their request.
- 24.17** Employees who have been called for a hearing will be furnished **with copies** of any statement taken at the hearing.
- 24.18** Decisions **following** hearings will be rendered within **10** calendar days (Saturdays, Sundays and general holidays excluded) from the date of hearing and employees may be held out of service pending a decision.
- 24.19** If the decision **is** considered unjust, an appeal may be made in writing within **21** calendar days in accordance with Article **24.21**. Such appeal will set forth the grounds upon **which** it is made.

24.20 Should assigned employees be exonerated, they will be paid at their regular rate of pay for any **service** hours lost, less any amount earned in other employment. Spare employees, if exonerated, will be compensated for **5.71** hours per calendar day during the **period** they were removed from the spare board, with a maximum of **40** hours in a **7-day period** at the rate of the last **classification** in which they operated, less any amount earned in other employment. When exonerated, a spare employee who has lost his turn will have his name **placed** at the top of the spare board; if he has not **lost** his **turn** he will resume the position he previously held on the spare board. If away from home, employees will, on the production of receipts, be reimbursed reasonable expenses for travelling to and from the hearing. Regularly assigned employees attending hearings while on layover or additional layover and are exonerated, shall be paid for time spent at the hearing at the rate of time and one-half. Such time shall not be applied towards guarantee and not included in the accumulation of hours under Article **4.2(b)**.

GRIEVANCE PROCEDURE

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

Step 1

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

Step 2

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

Step 3

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

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

- 24.23** Where any grievance is not progressed by the Union within the prescribed time limits, the grievance will be considered to have been dropped. When the appropriate officer of the Corporation fails to render a decision **with** respect to a claim for unpaid wages within the prescribed time limits, the claim will be paid, but this will not **constitute** an interpretation of the Collective Agreement. Where a decision with respect to a grievance other than one based on a claim for unpaid wages is not rendered by the appropriate **officer** of the Corporation within the prescribed time limits, it will be processed to the next step in the Grievance Procedure.
- 24.24** The time limits provided in this Grievance Procedure may be extended by agreement between the Corporation officer and the Union representative at any step.

ARTICLE 25 Final Settlement of Disputes

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

ARTICLE 26 Health and Welfare

- 26.1** Health and Welfare benefits will be provided in accordance with the amendments as set forth in the Memorandum of Agreement dated June **5, 1998**.

ARTICLE 27
Bereavement Leave

- 27.1** Upon the death of an employee's spouse, child (including still-born child) parent, brother, sister, step-parent, stepchild, father-in-law, mother-in-law, **brother-in-law** or sister-in-law, or any relatives permanently residing **in** the employee's household or **with** whom **the employee** resides, the employee shall be entitled to three days' bereavement leave **without** loss of pay provided he has not less than three months' **cumulative** compensated service. 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. (See **Appendix 5.**)

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 28
General

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

- 28.5** (a) Service Attendants required to clean cars at layover points **during** off-duty periods where regular car cleaning facilities are not available will be allowed a minimum 1 hour for each car cleaned.
- (b) Employees on **intercity** trains who are required to clean cars **enroute** and at major stations during regular on-duty periods will be allowed a minimum of **15 minutes**, over and above the guarantee and included in the **accumulation** of hours under Article **4.2(b)** or **4.2(f)** as the case may be, for each car cleaned, in addition to regular pay for the trip. Employees will not be **held** on duty after arrival at their home or distant terminal, to do such cleaning. For the purpose of this section, intercity trains shall mean all trains operating within the Quebec-Windsor **corridor**.
- (c) When there is more than one employee on the car, the designated officer of the Corporation will assign the employee to perform this work.
- 28.6** When an employee is short **paid 76** dollars or more, on request, a voucher will be issued to cover the shortage within **48** hours following pay day except Saturdays, Sundays or general holidays. The amount **specified** above will be adjusted accordingly to reflect future general wage increases.
- 28.7** Where an automobile **mileage allowance** is **paid**, such allowances shall be **30** cents per **kilometre**.
- 28.8** Upon reasonable advance request to his immediate supervisor, an employee shall be allowed to view his personal file in the presence of the supervisor and may request the removal of irrelevant medical information from it. The Chairperson or **authorized committee** person may also be present **if** the employee so wishes.
- 28.9** An employee prevented from completing a **shift** due to a bona **fide** injury sustained while on duty will be paid for his full shift at straight time rates of pay, unless the employee receives Worker's Compensation benefits for the day of the injury in which case the employee will be paid the difference between such compensation and payment for his full **shift**.
- 28.10** Employees will be provided **with** free transportation privileges in accordance with the Corporation's policy. Employees on laid-off status and eligible dependents will be granted pass privileges in accordance with the **Corporation's** regulations, for the period that they remain employees of the Corporation.
- 28.11** The **Union** and the Corporation agree that harassment of any type, whether it be sexual or not, is unacceptable behaviour and **will** not be tolerated in the workplace. They further agree that they will jointly be responsible for the administration of a new and revised sexual harassment policy, aimed at clearly defining and effectively dealing with harassment. The Corporation and the Union shall meet during the closed period to discuss, draft and implement a new sexual harassment policy. The Corporation and the Union shall provide training courses dealing with harassment on the job.

ARTICLE 29
Employment Security and Income Maintenance

- 29.1** The provisions of the Supplemental Agreement governing Employment Security and Income Maintenance, effective June 1, 1998 and amendments thereto will **apply** to employees covered by **this** agreement.
- 29.2** Whenever the Corporation is contemplating a closure of any shop, **facility**, installation or **office** where employees who are subject to this Agreement are employed and which is currently in operation, the Corporation must **give** the Union at least **90** days written notice of **its** intent. In addition, the Corporation must meet **with** the Union **within five** days of **receiving a written** request from the **Union** for the meeting, to consult about:
- a) possible alternatives to the closure;
 - b) plans for the future of the affected employees.

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

ARTICLE 30
Jury Duty

- 30.1** An **employee** who is summoned for **jury** duty and **is required to lose** time from his assignment as a result thereof, shall be paid for actual time **lost** with a maximum of one basic day's pay at the straight **time** rate of his **position** for each day lost, less the amount **allowed** him for jury duty for each such day excluding allowances **paid** by the **court** for meals, lodging or transportation, subject to the following requirements and limitations:
- (a) An employee must furnish the Corporation with a statement from the **court** of jury allowances paid and the days on which jury duty was performed.
 - (b) The number of working days for which jury duty pay shall be paid is limited to a **maximum** of **60** days in any calendar year.
 - (c) No jury duty pay **will** be allowed for any day for which the employee is entitled to **vacation** or general holiday pay. An employee who has been allotted his vacation dates **will** not be required to change his vacation because he is called for jury duty.

ARTICLE 31
Pension Plan Wind Up

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

ARTICLE 32
Life Insurance Upon Retirement

- 32.1** An employee who retires from the service of the Corporation subsequent to June 1, 1998, 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 \$7,000.00 payable to his estate upon his death.

ARTICLE 33
Dental Plan

- 33.1** Dental Plan Benefits will be provided in accordance with the terms set forth in the Memorandum of Agreement dated June 5, 1998.

ARTICLE 34
Extended Health Care Plan

- 34.1** Extended Health Care benefits will be provided in accordance with the amendments as set forth in the Memorandum of Agreement dated June 5, 1998.



ARTICLE 35
Paid Maternity Leave

- 35.1** Effective June 14, 1995, a Paid Maternity Leave Plan will be established for claims which originate on or after that date. The Plan will provide maternity leave payments of an amount that, when added to Unemployment Insurance Maternity benefits, will result in the employee receiving 80% of her weekly base pay up to a maximum of 20 weeks, with no waling period.
- 35.2** In case of health risk during pregnancy, the Corporation must provide an appropriate alternative job within Agreement No. 1. If this is not possible, preventative leave with no loss in wages or benefits will be provided to the employee.
- 35.3** In finding such alternative appropriate work, the Corporation will not displace any employee with two or more years of service.
- 35.4** After pregnancy, employee is entitled up to one year leave of absence without pay and this will not affect the employee's seniority. The employee also has the right to buy back her pension for the year of absence.
- 35.5** On the occasion of the birth of a male employee's child, they shall be granted one days leave with full pay. In addition, the Corporation shall make their best efforts to reschedule that employee to allow the day's leave as close to the time of the birth as reasonably possible.

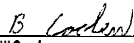
ARTICLE 36
Duration of Collective Agreement

- 36.1** This Collective Agreement is in full settlement of all issues raised by either party on or subsequent to October 1, 1997. It is effective June 1, 1998 and supersedes all previous agreements, rulings or interpretations which are in conflict therewith. It will remain in effect until December 31, 2000, and thereafter, until revised or superseded. Three 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 September 30, 2000.

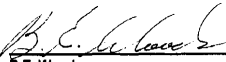
Signed at Montreal, Quebec, this 24th day of September 1999.

FOR THE UNION:

FOR THE CORPORATION:



Bill Coolen
Secretary Treasurer
National Council 4000



B.E. Woods
Director, Human Resources
and Labour Relations

APPENDIX 1

May 14, 1987

Our File: 25-8315-1

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

Dear Mr. McGrath:

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

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

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

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

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

1.E.1

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

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

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

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

Yours truly,

A.D. Andrew
Director, Labour Relations

APPENDIX 2

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APPENDIX 3

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

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

ORGANIZATIONAL CHART FOR

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

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

NOTES:

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

ORGANIZATIONAL CHART FOR

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

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

NOTE:

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

ORGANIZATIONAL CHART FOR

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

Car Consist			Crew Consist		
Baggage	(WPG)	VAN	Service Manager	(WPG)	VAN
Café Coach	(WPG)	VAN	Senior Service Attendant	(WPG)	VAN
Coach	(WPG)	VAN			
Skyline	(WPG)	VAN	Senior Service Attendant	(WPG)	VAN
Sleeper	(WPG)	VAN	Service Attendant	(WPG)	VAN
Sleeper	(WPG)	VAN			
Diner	(WPG)	VAN	Service Coordinator (WPG) VAN Ass? Service Coordinator (WPG) VAN Chef (WPG) VAN Service Attendant (WPG) VAN Service Attendant (WPG) VAN Service Attendant (CLG) VAN		
Sleeper	(WPG)	VAN			
Sleeper	(CLG)	VAN	Service Attendant* (WPG) VAN		
Crew Sleeper	(CLG)	VAN			
Sleeper Lounge	(WPG)	VAN	Senior Service Attendant (WPG) VAN		

NOTES:

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

ORGANIZATIONAL CHART FOR

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

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

NOTE:

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

ORGANIZATIONAL CHART FOR

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

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

ORGANIZATIONAL CHART FOR

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

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

ORGANIZATIONAL CHART FOR

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

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

NOTE : *Assists in meal service when required.

ORGANIZATIONAL CHART FOR

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

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

ORGANIZATIONAL CHART FOR

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

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

NOTES :

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

ORGANIZATIONAL CHART FOR

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

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

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

ORGANIZATIONAL CHART FOR

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

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

NOTE :

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

ORGANIZATIONAL CHART FOR

Train #: **15-17** From: **Moncton-Gaspé** To: Montreal
 Off Peak
 Train #: **14-16** From: Montreal To: **Gaspé-Moncton**

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

NOTE :

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

ORGANIZATIONAL CHART FOR

Train #: 15-17 From: **Moncton-Gaspé** To: Montreal
 Peak
 Train #: 14-16 From: Montreal To: **Gaspé-Moncton**

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

NOTE :

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

ORGANIZATIONAL CHART FOR

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

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

ORGANIZATIONAL CHART FOR

Train # 55 From: Montreal To: Toronto
All Year
Train # 56 From: Toronto To: Montreal

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

NOTE: Any cart assistance will be provided by a Service Attendant.

ORGANIZATIONAL CHART FOR

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

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

- **May** be required to assist other Senior Service Attendants.

ORGANIZATIONAL CHART FOR

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

Car Consist		Crew Consist	
Sleeper	(OTT) Toronto	Senior	Service Attendant
Coach	(OTT) Toronto		
Coach	(MTL) Toronto		
Coach	(MTL) Toronto		
Cafe Bar Lounge	(MTL) Toronto	Senior	Service Attendant
Dayniter (overNHEClub)	(MTL) Toronto		
Sleeper	(MTL) Toronto		
Sleeper	(MTL) except Sat. Toronto	Senior	Service Attendant
Sleeper	(MTL) Sun. Toronto		

NOTES :

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

ORGANIZATIONAL CHART FOR

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

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

NOTE : May be required to assist other Senior **Service** Attendants.

ORGANIZATIONAL CHART FOR

Train #: 93 From: Winnipeg To: Churchill
 Off Peak
 Train #: 92 From: Churchill To: Winnipeg

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

NOTES :

- 1) #93 ex Winnipeg -Sun., Tues., Thurs.
 #92 ex Churchill - Tues., Thurs., Sat.
- 2) * Service Attendant assists in Meal Service Car.
- 3) If coach added -A Senior Service Attendant in bar added if required.
- 4) If sleeper added -A Service Attendant in Meal Service Car added if required.

ORGANIZATIONAL CHART FOR

Train #: **93** From: Winnipeg To: Churchill
 Peak
 Train #: **92** From: Churchill To: Winnipeg

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

NOTES :

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

ORGANIZATIONAL CHART FOR

Train #: **133** From: Montreal To: **Chicoutimi**
All Year
Train #: **132** From: **Chicoutimi** To: Montreal

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

NOTE :

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

ORGANIZATIONAL CHART FOR

Train #: 135 From: Montreal To: Senneterre/Cochrane

Train #: 134 All Year From: Cochrane/Senneterre To: Montreal

Car Consist		Crew Consist
Baggage	Senneterre	
Baggage/Coach	Cochrane	
Coach	Senneterre	
Café Coach Lounge	Senneterre	Senior Service Attendant
Coach #141-142	Senneterre	
Sleeper	Senneterre	Senior Service Attendant

NOTE :

- 1) Trains #135-134 If **2nd coach** added no augmentation in personnel.
If **3rd** coach is added, it will be a **café** coach with a Senior Service Attendant.
- 2) Trains #141-142 If **3rd coach** added, it will be a **café coach** with Senior Service Attendant.
- 3) If a sleeper is added, no augmentation
- 4) If two (2) sleepers are added, augment with Service Attendant (SLPRS)

APPENDIX 4

March 6, 1986

Our File: 25-8315-1-2

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

Dear Mr. Stol:

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

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

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

Yours truly,

(signed A. Gagné)

A. Gagné
Director, Labour Relations

I Concur:

(signed T.N. Stol)

T.N. Stol

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

APPENDIX 5

March 6, 1986

Our File: 25-8315-1-2

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

Dear Mr. Stoi:

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

Yours truly,

(signed A. Gagné)
A. Gagné
Director, Labour Relations

AG/pg

APPENDIX 6
BILINGUALISM

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

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

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

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

1.13 Employees who would prefer to study the second language at community colleges or focal 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 7
CANADIAN NATIONAL RAILWAY COMPANY
CP RAIL

MONTREAL, QUEBEC
March 5, 1982

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

(To be signed with
Individual Bargaining Unit)

Dear Mr. Hunter:

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

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

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

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

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

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

Yours truly,

(Signed W.H. Morin) _____
Vice-President
LabourRelations
Canadian National**Railway**
Company

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

I CONCUR:

(Signed J. Hunter) _____
Chairman
AssociatedNon-Operating
RailwayUnions

APPENDIX 8

May 1, 1986

Our File: 25-8315-1-2

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

Bear Mr. McGrath:

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

Where there is an employee decision to be made, he should give first priority to protecting his Maintenance of Earnings under the special Agreement.

An employee is required to change assignments because of the Train Crewing Program or future "Article J" or "Article 8" changes, and has the choice between immediately taking a new assignment in a lower classification thereby protecting his guarantee under the Collective Agreement, or taking a new assignment in his regular classification which may only begin some time after expiry of the layover of his previous assignment.

If he acted to protect his guarantee under the Collective Agreement by taking a lower-rated position, he would lose his Maintenance of Earnings under the Special Agreement.

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

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

Yours truly,

(Signed A. Gagné)
A. Gagné
Director, Labour Relations

AG/pg

APPENDIX 9
Duties & Responsibilities

SERVICE MANAGER

Reports to Service & Sales Supervisor for briefing (service changes, transportation **advices**, revenue targets, employee work records, etc.) and participates in assignment of crew to specific areas of work and/or tasks in accordance with predetermined guidelines (**activity** cards).

Briefs Service Coordinators and Senior Service Attendants a their reporting times **re** their own work requirements (**activity** cards) and those of their subordinates. Briefing will also cover such **items** as service changes, transportation **advices** and revenue targets.

At major terminals, receives sleeping car passengers at reception desk.

Entrains and detrains in **sleeping** cars and **daynites** as and when required.

Collects transportation and sells cash fares in sleeping cars and **daynites** as and when required and turns same over to Service Coordinators (when operated) to include with his/her remittance.

At originating terminals, checks all cars to ensure they have been properly services, set-up, all major systems are functioning and employees are ready to receive passengers and takes appropriate action as warranted.

Supervises entraining and detraining **enroute**.

At regular intervals, observes **all** employees in the performance of their duties to ensure service standards are maintained and takes appropriate **action** as warranted (**incl.** positive reinforcement).

At regular intervals, patrols train (**incl.** coaches) and obtains passenger reaction to services offered **taking** immediate action, if warranted, and/or passes this information along to management for further handling (i.e. service discrepancies, employee performance, product offerings).

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

Coordinates the dissemination of **information** retrain delays, time changes, etc. to employees and passengers.

Service Manager (cont'd)

Collaborates **with** Train Conductor **re** second stops, unscheduled stops, unusual incidents impacting of safer operation of train, etc.

Collaborates **with** Service Coordinator to ensure **service** to passengers available in both "Official Languages".

Provides on-the-job guidance and counselling to **newly** appointed Service Coordinators and Senior Service Attendants.

Participates in the revenue and expense budget process (preparation and analysis) for trains operated under their **jurisdiction**.

Prepares and/or collects employee performance reports at end of each trip, ensuring individual employees receive **appropriate** feedback.

Resolves, to the best of his/her **ability**, all matters related to customer complaints and/or potential **complaints** as well as employee-customer and/or employee-**employee** differences.

At end of trip, provides Service & Sales Supervisor with a detailed **written account** (log) of **his/her** assessment of the trip.

Other related duties as assigned by **Service** & Sales Supervisor.

SERVICE COORDINATOR

- Reports to **Service** Manager (**where** operated) or **Service & Sales** Supervisor for briefing **re service** changes, transportation **advices**, revenue targets, subordinate employees' work records and assignment of individual **activity** cards for Assistant Service Coordinator and Service Attendants.
- Briefs Assistant **Service** Coordinator, Chef and Service Attendants at their reporting times **re** their own work requirements (activity cards). Briefing **will** also cover relevant information pertaining to service changes, transportation **advices** and revenue targets.
- Collects transportation and sells cash fares in sleeping cards and **dayneters** as and when required.

Entrains and detrains in sleeping cars and **dayneters** as and when required.
- Directs the **requisitioning** of **refreshment**, food and equipment supplies for meal service and sleeping cars.

Supervises the **loading**, unloading and rotation of supplies in meal **service** cars.
- Directs the activities of Assistant **Service** Coordinator and Service Attendants in meal service (dining room, pantry and kitchen), **dayneters** and sleeping cars.
- **Alters** individual employees' **activity** cards, **when** necessary, to meet unexpected fluctuations in service demands, justifying these changes to the **Service** Manager.

Directs and coordinates meal **sitting** for meal service cars.
- Provides meal and refreshment **service** in meal **service** cars on an as **required** basis.
- Collaborates with **Service** Manager to ensure service to passengers in both "Official Languages".
- Provides on-the-job guidance and counselling to newly **appointed Assistant** Service Coordinators and Service Attendants.
- Prepares performance reports at end of each trip for each employee under his/her jurisdiction, ensuring employees receive appropriate feedback

Collects and remits all company revenues derived from meal **service** and sleeping car **operations**.

SERVICE COORDINATOR (CONT'D)

At regular intervals, checks performance of subordinate positions to ensure service standards are maintained and takes appropriate action as warranted (incl. positive reinforcement).

Collaborates with Service Manager in the resolution of complaints and/or potential complaints emanating from meat service or sleeping cars.

At end of trip, provide Service Manager (where operated) or Service & Sales Supervisor with a verbal and/or written account of his/her assessment of services provided under his/her jurisdiction.

Other related duties as assigned by Service Manager or Service & Sales Supervisor.

ASSISTANT SERVICE COORDINATOR

- Reports to **Service Coordinator** for briefing re **service changes, transportation advices, revenue targets and work assignments (activity cards)**.
- At major terminals, assists **Service Manager** with reception of sleeping car passengers at reception **desk and collects** transportation for turnover to **Service Coordinator**.
- Collects transportation and sells cash fares in sleeping **cars and dayneters** as and when required.
Entrains and detrains in sleeping cars and **dayneters** as and when required.
Assists **with** the loading and unloading of supplies in meal **service** cars.
- Canvasses and takes **reservations** for meal sittings for meal **service** cars as directed by **Service Coordinator**.
- Makes all bilingual announcements re train delays, time changes and meal sittings throughout train.
- Assists **Service Manager** and **Service Coordinator** with provision of **service** to passengers in both "Official Languages".
Administers first-aid **and/or** oxygen, when required, to passengers or employees.
- Prepares requisitions for refreshment, food and equipment supplies for meal **service** and sleeping cars.
- Assists **with** reception of passengers and service of meals and refreshments in meal **service** cars.
Assists in pantry of meal **service** cars, as and when required.
- Assists in sleeping cars with preparation of reseeded accommodation space for daytime and night occupancy.
Patrols sleeping cars and **dayneters** when **Service Attendants** on rest periods.
- Provides snack **and/or** refreshment service in relief of **Senior Service Attendants** during their meal **and/or** regular rest periods.
- Assumes duties of **Service Coordinator** in meal **service** cars when the latter is required in other areas of the train.
Other related duties as assigned by **Service Coordinator**.

SENIOR SERVICE ATTENDANT

Reports to Service Manager (where operated) or **Service & Sales Supervisor** for briefing **re** service changes, transportation **advices**, revenue targets and work assignments (**activity** cards).

Entrains and detains in sleeping car, sleeper lounge, **dayniter**, club and club deluxe cars.

Collects transportation and sells cash fares **in sleeping** car, sleeper lounge, club and club deluxe cars.

Provides takeout and **sit** down snack service **and/or** refreshment **service** in snack, lounge, sleeper lounge, club and **LRC** coach cars.

Provides full meal and refreshment service in club deluxe cars.

Collects and **remits** company revenue for **sleeping** car, sleeper lounge, snack, bungs, club, club deluxe and **LRC** coach cars.

Directs the **activities** of Service Attendants when operated as second parson in Club Deluxe cars or supplementary cart service provided from snack car.

Requisitions all **food**, refreshment and equipment supplies for cars in which he/she operates.

Loads, stores, rotates and unloads all **supplies** for cars **in** which he/she operates.

Maintains cars **and/or** work areas for which responsible in a clean and tidy condition.

Provides **service** in sleeping car, sleeper lounge, snack, lounge, club, club deluxe and **LRC** coach cars in accordance **with prescribed** company standards.

Prepares sleeping car reseeded **accommodation** space for daytime **and/or** night occupancy.

Other related duties as assigned by **Service** Manager or **Service & Sales** Supervisor.

SERVICE ATTENDANT

Reports to Service Coordinator or Senior Service Attendant for briefing re service changes, transportation **advices**, revenue targets and work assignments (activity cards).

Entrains and detrains in sleeping, **daynites** and club deluxe cars.

Collects transportation in sleeping cars and **daynites** and turns same over to Service Coordinator.

Receives, seats, takes orders and provides full meal and refreshment service to passengers in meal service and club deluxe cars.

Sets up dining areas of meal service cars in accordance **with** company standards.

Washes and **sanitizes** dishes, cutlery, **glasses** in pantry of meal **service** cars.

Requisitions, stores and **strips** linen for cars in which he/she is operated.

Maintains cars and/or individual work areas in which **he/she** is operated in **clean** and tidy condition.

Prepares vegetables and coffee in kitchen area of meal **service** cars.

Prepares salads, sundaes in pantry area of meal service cars.

Provides snack and refreshment **service** from a cart when used to supplement service from a conventional snack car; collects revenue **derived** from sale of items available from cart and turns same over to Senior Service Attendant.

Prepares sleeping car reserved accommodation space for daytime and/or night occupancy.

Patrols sleeping cars and daynites when other Service Attendants on regular rest periods to protect service requirements.

Assists **with** requisitioning of all food, refreshment and equipment supplies for cars designated by Service Coordinator or Senior Service Attendant.

Assists **with** loading, storing, rotating and unloading of supplies for cars designated by Service Coordinator or Senior Service Attendant.

Provides service in sleeping cars, meal **service, dayniter**, coach and club deluxe cars in accordance **with** prescribed company standards.

Other related duties as assigned by Service Coordinator or Senior **Service** Attendant.

CHEF

Reports to **Service** Coordinator for **briefing** (service changes, transportation **advices**, and work assignments (activity cards)) for self and Cook, when operated.

Briefs Cooks at their reporting time **re** their work assignment (activity card) and **service** changes.

Supervises all personnel working in kitchen area of meal **service** cars.

Directs all aspects of food preparation in meal **service** cars.

Washes all main entree platters when operated alone in kitchen.

Maintains kitchen area of meal **service** cars in clean and tidy **condition**.

Supervises the requisitioning, storing, rotating and unloading of supplies for **kitchen** area of meal **service** cars.

Prepares, portions and plates all food emanating from the kitchen of meal service cars.

Provides on-the-job guidance and counselling to newly appointed **Cooks**.

Other related duties as assigned by Service Coordinator.

Cook

- Reports to Chef or Service Coordinator for briefing **re** work assignment (activity card) and **service** changes.
- Assists with requisitioning, storing, rotating and unloading of supplies for **kitchen** area of meal service cars.

Washes all main entree platters.

Assists Service Attendants with washing and **sanitizing** of cutlery, glasses, dishes.

Assists with preparation, plating and garnishing of all food emanating from **kitchen** area of meal service cars.

Assists with maintenance of kitchen area in meal service cars in clean and tidy condition.

Other related duties as assigned by Chef or Service Coordinator.

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

March 6, 1986

Our File: 25-8315-1-2

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

Dear Mr. Stol:

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

Although the question of pensions does not form part of any collective agreement, this will confirm the assurance we have given you that, effective March 1, 1986, employees covered by Collective Agreement No. 2 who retire between the ages of 55 and 60 will be entitled to an un-reduced pension in accordance with the VIA Pension Plan for Employees in Schedule Positions.

If you are in agreement with the foregoing would you please so indicate by signing below.

Yours truly,

(Signed A. Gagné) _____
A. Gagné
Director, Labour Relations

I agree:

(Signed T.N. Stol) _____
T.N. Stol

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

APPENDIX 11

May 1, 1986

Our File: 25-8315-1-2

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

Dear Mr. McGrath:

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

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

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

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

VIA Atlantic	29
VIA Quebec	12
VIA Ontario	25
VIA West	45
Total	i i i

10. ✓

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

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

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

I trust the foregoing accurately reflects our discussions.


Yours truly,

(Signed A Gagné)

A. Gagné
Director, Labour Relations

APPENDIX 12
WAGE SCALE

CLASSIFICATION		JAN. 1, 1998		JAN. 1, 1999		JAN. 1, 2000	
LEVEL	MONTHS	WEEKLY	HOURLY	WEEKLY	HOURLY	WEEKLY	HOURLY
Service Manager (Transcon)	0-6 mths	\$838.22	\$20.9556	\$854.99	\$21.3748	\$872.09	\$21.8023
	7-12 mths	\$875.48	\$21.8870	\$892.99	\$22.3248	\$910.85	\$22.7713
	13-18 mths	\$903.42	\$22.5855	\$921.49	\$23.0373	\$939.92	\$23.4981
	19 & over	\$931.36	\$23.2841	\$949.99	\$23.7498	\$968.99	\$24.2248
Service Manager (Corridor)	0-6 mths	\$758.16	\$18.9539	\$773.32	\$19.3330	\$788.78	\$19.7196
	7-12 mths	\$791.85	\$19.7963	\$807.69	\$20.1922	\$823.84	\$20.5961
	13-18 mths	\$817.12	\$20.4281	\$833.47	\$20.8367	\$850.14	\$21.2534
	19 & over	\$842.40	\$21.0599	\$859.24	\$21.4811	\$876.43	\$21.9107
Service Manager (Remote)	0-6 mths	\$758.16	\$18.9539	\$773.32	\$19.3330	\$788.79	\$19.7197
	7-12 mths	\$791.85	\$19.7963	\$807.69	\$20.1923	\$823.84	\$20.5961
	13-18 mths	\$817.12	\$20.4281	\$833.47	\$20.8367	\$850.14	\$21.2534
	19 & over	\$842.40	\$21.0599	\$859.24	\$21.4811	\$876.43	\$21.9108
Service Manager (prior to July 1, 1998)	0-6 mths	\$783.14	\$19.5786	\$	\$	\$	\$
	7-12 mths	\$817.95	\$20.4487	\$	\$	\$	\$
	13-18 mths	\$844.05	\$21.1013	\$	\$	\$	\$
	19 & over	\$870.16	\$21.7539	\$	\$	\$	\$
Service Coordinator	0-6 mths	\$703.08	\$17.5769	\$717.14	\$17.9284	\$731.48	\$18.2870
	7-12 mths	\$734.32	\$18.3580	\$749.01	\$18.7252	\$763.99	\$19.0997
	13-18 mths	\$757.76	\$18.9439	\$772.91	\$19.3228	\$788.37	\$19.7093
	19 & over	\$781.19	\$19.5298	\$796.82	\$19.9204	\$812.75	\$20.3188
Assistant Service Coordinator	0-6 mths	\$578.66	\$14.4665	\$590.24	\$14.7559	\$602.04	\$15.0510
	7-12 mths	\$600.36	\$15.0090	\$612.37	\$15.3093	\$624.62	\$15.6155
	13-18 mths	\$622.06	\$15.5515	\$634.50	\$15.8626	\$647.20	\$16.1799
	19-24 mths	\$643.76	\$16.0940	\$656.64	\$16.4160	\$669.77	\$16.7443
	25-30 mths	\$665.46	\$16.6365	\$678.77	\$16.9693	\$692.35	\$17.3087
	31-36 mths	\$684.39	\$17.3598	\$708.28	\$17.7071	\$722.45	\$18.0612
	37 & over	\$723.33	\$18.0832	\$737.80	\$18.4449	\$752.55	\$18.8138
Senior Service: Attendant	0-6 mths	\$520.80	\$13.0201	\$531.22	\$13.2805	\$541.84	\$13.5461
	7-12 mths	\$540.33	\$13.5083	\$551.14	\$13.7785	\$562.16	\$14.0541
	13-18 mths	\$559.86	\$13.9966	\$571.06	\$14.2765	\$582.48	\$14.5620
	19-24 mths	\$579.39	\$14.4848	\$590.98	\$14.7745	\$600.28	\$15.0700
	25-30 mths	\$598.92	\$14.9731	\$610.90	\$15.2726	\$623.12	\$15.5780
	31-36 mths	\$624.96	\$15.6241	\$637.46	\$15.9366	\$650.21	\$16.2553
	37 & over	\$651.00	\$16.2751	\$664.02	\$16.6006	\$677.30	\$16.9326

CLASSIFICATION		JAN. 1, 1998		JAN. 1, 1999		JAN. 1, 2000	
LEVEL	MONTHS	WEEKLY	HOURLY	WEEKLY	HOURLY	WEEKLY	HOURLY
Service Attendant 	0-6 mths	\$503.44	\$12.5860	\$513.51	\$12.8378	\$523.78	\$13.0945
	7-12 mths	\$522.32	\$13.0580	\$532.77	\$13.3192	\$543.42	\$13.5856
	13-18 mths	\$541.20	\$13.5299	\$552.02	\$13.8006	\$563.06	\$14.0766
	19-24 mths	\$560.08	\$14.0019	\$571.28	\$14.2820	\$582.70	\$14.5676
	25-30 mths	\$578.96	\$14.4739	\$590.54	\$14.7634	\$602.35	\$15.0587
	31-36 mths	\$604.13	\$15.1032	\$616.21	\$15.4053	\$628.54	\$15.7134
	37 & over	\$629.30	\$15.7325	\$641.89	\$16.0472	\$654.72	\$16.3681
Chef	0-6 mths	\$665.22	\$16.6306	\$678.53	\$16.9632	\$692.10	\$17.3025
	7-12 mths	\$694.79	\$17.3697	\$708.68	\$17.7171	\$722.86	\$18.0715
	13-18 mths	\$716.96	\$17.9241	\$731.30	\$18.2826	\$745.93	\$18.6482
	19 & over	\$739.14	\$18.4784	\$753.92	\$18.8480	\$769.00	\$19.2250
Cook	0-6 mths	\$599.85	\$14.9962	\$611.84	\$15.2960	\$624.08	\$15.6020
	7-12 mths	\$626.51	\$15.6627	\$639.04	\$15.9759	\$651.82	\$16.2954
	13-18 mths	\$646.50	\$16.1625	\$659.43	\$16.4857	\$672.62	\$16.8154
	19 & over	\$666.50	\$16.6624	\$679.82	\$16.9956	\$693.42	\$17.3355

July 30, 1987

Our File: 25-8315-1

Mr. T. McGrath
National Vice-President
C.B.R.T. & G.W.
2300 Carling Avenue
Ottawa, Ontario
K2B7G1

Dear Mr. McGrath:

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

The settlement documents contain a "Note 1" indicating:

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

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

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

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

Similarly, a clerical employee in Collective Agreement No. 1 who had 36 weeks service on July 9, 1967 would thereafter be qualified for the full rate of pay of the clerical classification to which he may be subsequently assigned even though the new wage structure indicates that clerical employees must have at least 157 weeks service to qualify for the Job rate.

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

Yours truly,

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

I concur:

(Signed T. McGrath) _____
T. McGrath

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

APPENDIX 14

April 20, 1989

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

Dear Mr. McGrath:

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

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

Yours truly,

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

Concur:

(Signed T. McGrath) _____
T. McGrath

April 20, 1989

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

Dear Mr. McGrath:

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

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

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

Yours truly,

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

I concur:

(Signed T. McGrath)
T. McGrath

May 21, 1992

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

Dear Mr. Stol:

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

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

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

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

Yours truly,

(signed C. C. Muggerridge)

C.C. Muggerridge
Department Director,
Labour Relations

I agree:

(signed T.N. Stol)

T.N. Stol
National Vice-President

May 21, 1992

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

Dear Mr. Stol:

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

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

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

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

Yours truly,

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

I agree:

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

May 21, 1992

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

Dear Mr. Stol:

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

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

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

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

Yours truly,

(signed CC. Muggeridge)

CC. Muggeridge
Department Director, Labour Relations

I agree:

(signed T.N. Stol)

T.N. Stol
National Vice-President

May 21, 1992

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

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

Dear Mr. Stol:

2. E.A.

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

Yours truly,

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

I agree:

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

May 21, 1992

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

Dear Mr. Stol:

This will confirm our understanding with respect to Long Term Disability insurance for the employees of Collective Agreements No. 1 and No. 2.

It is agreed that the Corporation and the Union, on behalf of the employees, will seek bids during the closed period to provide the following:

- (a) Benefits will be payable after employee has exhausted UIC and weekly indemnity benefits and is still unfit to return to work.
- (b) Such an L.T.D. plan shall be purchased with up to 1% of total payroll.

It is understood that the employees, through payroll deductions, will bear all costs associated with the LTD plan and such costs will be paid by the employees. It is understood that the plan will apply to both bargaining units and participation will be mandatory for all members of both bargaining units. The Corporation will be responsible to ensure that claim forms are available to the employees, at their place of work. The Corporation will not be responsible for any claim. Any dispute concerning a claim or an employee's eligibility for these benefits will be strictly between the employee and/or his bargaining agent and the benefit carrier, and the Corporation will not be liable for any dispute or claim pertaining to this benefit whatsoever.

Yours truly,

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

I agree:
(signed T.N. Stol)
T.N. Stol
National Vice-President

APPENDIX 21

VIA RAIL CANADA INC.
and
C.A.W. National Council 4000
C.A.W. Local 100

Safety, Health and Environment

National Joint Committee

1. The Corporation and the Union are committed to **creating** and maintaining a safe and healthy place to work. To promote this **objective**, a National Joint Committee on Safety and **Health** will be established consisting of **five (5)** representatives of the **C.A.W.** and **five (5)** representatives of the Corporation. The meetings shall be facilitated by the Corporation's Senior Advisor, Safety and Health.
2. The mandate of the **National Joint Committee** on Safety and **Health** shall be as follows:
 - a) Meet **twice** a year or more often as mutually agreed. A summary listing of the items discussed at the meeting, including a written response, will be provided.
 - b) **Before** the Corporation **finalizes** Safety and Health policies, the Union members of the Committee will be given an opportunity to have input and make **recommendations**.
 - c) To recommend appropriate training program for the members of the Safety and **Health** Committees and Safety and Health Representatives. The National Joint Committee on Safety and **Health** may **consider** such training or **instruction** programs as it deems necessary.
 - d) Review problems concerning serious or unusual situations relating to the safety and **health** of employees covered under the Collective Agreement as identified on **behalf** of **C.A.W.-Canada** by the System **Health** and Safety Legislative Representatives **and/or** the **Corporation** and take necessary steps to eliminate or **minimize** these problems.
 - e) Review and **analyze statistical** safety and **health** data for all workplaces, of employees covered by the **Collective** Agreements and recommend **appropriate action**.

- f) The Committee members shall participate in a spirit of cooperation and to the betterment of the safety and health of the employees in the workplace, and take all reasonable measures within their powers to reach agreement on items before them. Where agreement has been reached on items before the Committee, they shall be implemented within an agreed upon time.
- g) The Corporation will pay all **costs** associated with the setting up of the National Joint Committee on Safety and Health and continuing **costs** associated with the functions of such committee, including but not limited to lost wages and expenses of employees of the Corporation on the Committee.

Corporation Duties

- 3. The Corporation shall institute and maintain all necessary precautions to ensure every worker a safe and healthy **workplace** and to protect the **environment**. The Corporation shall comply in a timely manner with the Canada Labour Code, Part II, its regulations, codes of practice, and guidelines and all relevant environmental laws, regulations, codes of practice and guidelines as they impact on Safety and Health. All standards established under these laws are a minimum acceptable **practice** to be improved upon by agreement of the Joint Safety and Health and Environment Committee, which shall be known throughout the following articles as the "Committee".

Joint Safety, Health and Environment Committee

- 4. (a) The Corporation and the union agree to maintain the established Joint Safety and **Health** Committees in accordance with the Canada **Labour** Code, Part II, its regulations, codes of practice and guidelines and environmental laws, regulations, **codes** of practice and guidelines.
- (b) Two co-chairpersons shall be selected from the members of the Committee. One of the co-chairpersons shall be a Union member chosen by the **union** members, The other w-chairperson shall be a Corporation member.
- (c) Union committee members shall be given sufficient time to address Safety, Health and environmental **issues** that impact on safety and health.
- (d) During all absences of the union co-chairperson the Corporation shall **recognize an alternate** w-chairperson designated by the union.

- (e) The Committee shall assist in **creating** a safe and healthy place in **which** to work and one which does not harm the environment as it relates to Safety and Health, shall recommend **actions which** will improve the effectiveness of the health, safety and **environmental** program, and shall promote **compliance** with appropriate laws, regulations, codes of practice and guidelines. The **Corporation** shall **endeavor** to comply with the recommendations of the Committee.
- (f) **Without** limiting the generality of the foregoing, the **Committee** shall:
- (i) Determine that the **required** inspections have been **carried** out at least once a month. Such **inspections** shall be made at intervals that **will** prevent the development of unsafe working conditions or **conditions** that harm the environment.
 - (ii) Participate in the evaluation of all potential new equipment purchases or changes to the workplace including work **processes** and practices for potential hazards and recommend alternative purchases processes or practices **if** they deem them appropriate.
 - (iii) Participate in the **preparation** of job safety analyses, if required, in conjunction with the workers concerned. The Corporation will not use breach of the Job Safety analyses as grounds for discipline.
 - (iv) Participate in accident and incident investigations. A Union committee member shall be involved.
 - (v) Recommend measures **required** to attain compliance with appropriate laws which will correct hazardous conditions or conditions which may harm the environment as it relates to Safety and Health.
 - (vi) A union committee member or union safety representative shall have the right to **participate** in safety and health **inspections** and work refusals.
 - (vii) **Solicit** and consider **recommendations** from the workforce with respect to Safety **Health** and Environmental matters as it relates to Safety and **Health** and recommend **implementation** where warranted.
 - (viii) Hold regular meetings at least once a month or **more frequently if mutually** agreed by the union and the Corporation **co-chairpersons** for the review of:

1. reports of current accidents, industrial diseases, and environmental accidents and **incidents** as they relate to Safety and **Health**, their causes and means of prevention;
 2. **remedial action taken or required** by the reports of **investigations or inspections**;
 3. any other matters **pertinent to safety, health and the environment**.
- (ix) Regular meetings shall be conducted during the day shift or another day shift as soon as possible thereafter **if** unable to finish al the business before the committee that day.
- (x) Record the proceedings of the Committee and forward the minutes (which **shall** be signed by the **co-chairpersons** after their accuracy has been determined) to the Corporation who shall make exact duplicates promptly available to all Committee members, **post** them on the bulletin boards and forward **copies** to the local Safety and Heath Committee for distribution.
- (xi) Have full access to all government and employer reports relating to the Safety, **Health** and Environment of the employees represented by the committee.
- (g) Time spent by members of the Committee in the **course** of their duties shall be considered as time worked and shall be **paid** at the rate of pay they receive in their classification. This shall include all time spent out of the **workplace** on Safety, **Health** and Environmental matters as they relate to safety and health.
- (h) The union committee members shall have **1** hour to meet prior to the regular monthly meeting to ensure that the meeting is conducted efficiently.

Union **Safety** and Health and Environment Committee

5. The union co-chairperson shall be **provided** access, where available, to an off ice with filing cabinets, a desk, chairs, a telephone, a photocopy machine, computer **with** CD player, and a fax machine. The National Joint Committee on Safety and Health **shall** review the issues of access or subscriptions to the Canadian Centre for Occupational Safety and Health as well as access to the Corporation's Lotus Notes system.

Dangerous Circumstances

6. (a) The Corporation agrees that members of the Committee shall have the right to investigate **dangerous circumstances** at the workplace at any time. "Dangerous circumstances" are considered to be any breach of the Canada Labour Code, Part II or the regulations thereto or **situations** that pose a danger to the employee(s) and are not the normal conditions of employment.
- (b) If the committee member determines that there is a dangerous circumstances as set out above, he or she must meet **with** the appropriate Supervisor to **endeavor** to reach agreement on appropriate action to be taken.
- (c) The Committee member and the Supervisor must both agree to halt the work, the use of any part of the workplace or the use of any equipment, machine, device, article or thing.

Right to Refuse

7. (a) The Corporation shall ensure that all employees are informed about their right to refuse hazardous work **which** may harm them, or another employee, under the Canada Labour Code Part II and that signs are posted in the workplace advising them of this right.
- (b) If a worker exercises his or her right to refuse he or she shall notify the supervisor and a Union member of the Committee. The employee will be removed **from** the alleged dangerous situation and can be assigned to other work. The employee shall participate fully **in** the investigation of the hazard.
- (c) Prior to assigning the work to another employee, the supervisor and the Committee member will explain the nature of the work and the reason for the work refusal, as well as the individual employees' rights under the Canada Labour Code Part II.

No Disciplinary Action

8. (a) No employee shall be dismissed, suspended, laid off, **threatened** or **intimidated** for exercising their rights under the Canada Labour Code, Part II, **its** regulations, standards and codes of practice and environmental laws as they relate to Safety and Health, regulations or codes of practice.

- (b) No employee shall be dismissed, suspended, laid off, threatened or intimidated for refusing to work on a job or in any **workplace** or to operate any equipment where he/she believes that it would be unsafe to **himself/herself**, their **fetus**, or another employee or the environment as **it** applies to Safety and Health.
- (c) For the employee who refuses work under **Article 8**, there shall be no financial penalty, loss of pay, seniority or benefits during the period of refusal.

Whistleblower Protection

- 9. (a) It is the responsibility of the Corporation and its employees to **notify** the appropriate authorities and the Corporation (if applicable) if there is a release of a hazardous substance to the air, land or water systems.
- (b) No employee shall **be** dismissed, **suspended, laid off**, threatened or intimidated, for performing **this** duty.

Education and Training

- 10. (a) No employee shall be required or **allowed** to work on any job or operate any piece of equipment until **he/she** has received proper training and instruction.
- (b) The Corporation shall provide each employee **with** appropriate training as recommended by the **local** Safety and **Health** Committee. Additionally, Safety and Health Committee members and Safety and Health Representatives shall be provided specific training for Safety and Health in a **course** to be developed in cooperation **with** the Union.
- (c) All members of the Joint Safety and Health Committee **will** receive the training set out in Article **10(b)** during the duration of the present Collective Agreement.
- (d) The Corporation **will** pay employees receiving training in **accordance** with the terms of the applicable Collective Agreement.

Accident and Incident Investigations

- 11. (a) Every injury or near-miss which had the potential to cause **serious** personal injury or death must be investigated. As well, incidents involving releases of hazardous substances to the air, land or water systems must be investigated.

- (b) A union **committee** member and the **appropriate supervisor** shall investigate the accident or **incident**.
- (c) The Corporation shall immediately **notify** the Committee and HRDC (Labour Canada) or Transport Canada (whichever is applicable) of all **critical** or serious **injuries**.
- (d) The **Corporation** shall immediately **notify** the committee and Environment Canada of all incidents **involving** a release of harmful substances to the air, land or water systems.
- (e) **Accident** and Incident investigation Reports shall **contain**:
 - (i) the **place**, date and time of the accident or incident;
 - (ii) the names and job titles of persons injured, where **applicable**. Names shall be omitted from published reports;
 - (iii) the names of witnesses;
 - (iv) a brief **description** of the accident or incident including the amount of **the** release to the air, land or water systems, if applicable;
 - (v) a statement of the sequence of events which preceded the accident or **incident**;
 - (vi) the **identification** of any conditions or procedures which contributed in any manner to the accident or incident;
 - (vii) recommended **corrective actions to prevent similar occurrences**;
 - (viii) the names of the persons who investigated the accident and;
 - (ix) the date of review by the local Safety and Health **Committee**.

Disclosure of Information

- 12. (a) The Corporation shall **notify** all workers exposed to a particular toxic substance or safety hazard of the dangers they face, **possible** symptoms, necessary medical tests and treatment, and plans to eliminate the hazard.

- (b) The Corporation shall provide the Committee with written information (MSDS) which identifies all the biological agents, compounds, substances, by-products and physical hazards associated with the work environment. This information (MSDS) shall include but not be limited to the chemical breakdown of trade name descriptions, relevant information on potential hazards, results of testing to determine levels of contamination, maximum allowable levels, precautions to be taken, symptoms, medical treatment and antidotes.
- (c) The Corporation shall provide as much notice as possible to the Committee of all new substances and processes to be introduced, by their chemical and trade names, noting potentially harmful effects, their maximum allowable levels, and what kinds of precautions will be taken prior to their introduction.

Monitoring

- 13. (a) Where there is a likelihood that the safety or health of an employee in the work place is or may be endangered by exposure to a hazardous substance, the Corporation shall, without delay;
 - (i) appoint a qualified person to carry out an investigation in that regard, and
 - (ii) for the purposes of providing for the participation of the Safety and Health Committee or Safety and Health Representative, if either exists, in the investigation, notify either the Committee or representative of the proposed investigation, the name of the qualified person appointed to carry out that investigation and provide for the opportunity to be present at the commencement of the investigation.
- (b) The Corporation shall promptly supply the results of any monitoring it conducts or arranges and the results of any monitoring by any government agency to the Committee and shall post the results in a conspicuous location.

Toxic Substances and Waste Reduction

- 14. The Corporation shall, in consultation with the Committee:
 - (a) Ensure to the greatest extent possible the use of substances in work processes which will eliminate or minimize harm to the employees and to the environment

- (b) Evaluate all substances used or produced in the **workplace** to determine if a less hazardous substance can be substituted. Where a substance **is in compliance with the applicable** laws or regulations but a less hazardous substitute **is** available, as effective and is the same or comparable value, use **it** in place of the first substance
- (c) **Endeavor** to work with suppliers to have them develop less hazardous **eff ective** substances.
- (d) Where suitable less hazardous **replacements** cannot be found, proper protective equipment shall be provided and shielding **will** be arranged.
- (e) All substances that cannot be substituted shall be evaluated and handled in the following manner in order of preference **with** the preferred **method** to be recommended by the Committee:
 - (i) reused;
 - (ii) recycled;
 - (iii) disposed of in a manner to eliminate or **minimize** harm to the environment;
 - (iv) stored in an **environmentally** sound manner according to established regulations or guidelines.

Right to Accompany Inspectors

15. (a) A Union committee member shall be allowed to accompany government inspectors (Safety, **Health** and Environment) on an inspection tour.
- (b) The Corporation shall give a copy of the reports or any other written documents received from the Inspector to the **committee**.
- (c) The Corporation shall give a copy of any replies to such reports or documents to the relevant Committee.

Access to the Workplace

16. (a) The System Safety and Health Legislative Representative, Local 100 and the designated equivalent representative of National Council 4000 and those individuals they may need to assist them, shall be provided access to the workplace to attend meetings of the Committees and act as a resource person for the Committee members. The said representatives will provide as much notice as possible to the appropriate Supervisor of their planned attendance at the workplace.

Confidentiality of Health Information

17. The parties to this agreement **recognize** the importance of confidentiality of medical information and of access by employees to their own health information.

Ventilation

18. (a) The Corporation shall ensure that adequate **local** exhaust ventilation systems are installed and maintained on all sources of hazardous airborne contaminants in conformity with the Canada Labour Code Part II and regulations thereto.
- (b) The Corporation shall ensure that adequate general ventilation systems are **installed** and maintained in accordance with the Canada Labour Code Part II and regulations thereto.
- (c) The Corporation shall **endeavor** to ensure that airborne contaminants are not released into the environment.

Noise Abatement

19. The Corporation shall ensure **compliance** with the requirements of the Canada Labour Code Part II and the regulations thereto regarding Levels of Sound in the workplace.

Vibration

20. The Corporation shall ensure compliance **with** the requirements of the Canada Labour Code, Part II and the regulations thereto regarding Vibration in the workplace.

Heat and Cold Stress

21. The **issue** of heat and **cold** stress is to be reviewed by the **local** Safety and Health Committees to achieve compliance **with** the Canada Labour Code Part II and the regulations thereto.

Ergonomics.

22. The National **Joint** Committee on Safety and Health shall review the issue of Ergonomics and **endeavor** to establish an over all policy for the Corporation.

visual Display Terminals

23. The National Joint Committee on Safety and Health shall review the issue of Visual Display Terminals and **endeavor** to establish an over all policy for the Corporation.

Protective Clothing and Equipment

24. (a) Employees whose work requires them to wear protective devices shall be provided with all necessary **tools, equipment** and protective clothing required, including, but not limited to:
- (i) **eye protective** devices;
 - (ii) **specialized** protective clothing required by the Corporation for **aspecific** operation;
- (b) The Corporation shall provide all employees whose work requires **it** **with** personal work coveralls, at no cost to the employees.
- (c) Safety footwear allowance of **\$60.00** per year.

Lockout and Blue Flag Program

25. (a) The parties **recognize** the need for a lockout and blue **flag** procedure. This rule is in **addition** to and in conjunction **with** Appendix I of **Collective Agreement #3**.
- (b) The lockout procedures and **training** shall be monitored and **reviewed** by the **National** Joint Committee on Safety and Health.

- (c) Employees who may be at risk because they are required to set up or to repair or maintain machinery, equipment or systems (including train yard inspection and rip or shop track repair) where lockout is required, shall receive lockout training.
- (d) The Corporation shall provide employees with sufficient numbers of personal locks to ensure that all equipment and machinery is locked out before equipment is inspected, maintained or repaired.
- (e) All lockout training shall be completed within six (6) months of the effective date of the Agreement.

Confined Space Entry

- 26. (a)** Confined space means an enclosed or partially enclosed space that:
- (i) is not designed or intended for human occupancy except for the purpose of performing work;
 - (ii) has restricted means of access and egress; and,
 - (iii) may become hazardous to an employee entering it due to its design, construction, location or atmosphere, the materials or substance in it, or any other condition relating to it.
- (b) An assessment of physical and chemical hazards of confined spaces in the workplace shall be carried out every 3 years unless otherwise provided. It will also specify what tests are to be carried out to determine if there are physical or chemical hazards present when work is to be carried out.
- (c) With the assessment report and in consultation with the Local Safety and Health Committee, the Corporation will establish procedures for those entering confined spaces and where practicable, establish an entry permit system.
- (d) Prior to entering a confined space, a qualified person will test for unacceptable levels of chemicals, gasses, liquids or free flowing solids according to the assessment.
- (e) Where the tests indicate unacceptable levels of chemicals, gasses, liquids or free flowing solids or it is determined that acceptable levels cannot be maintained for the entire time a person is in the confined space, entry can only be made after ;
- (i) the confined space is properly ventilated to acceptable levels , or;

- (ii) where airborne hazardous substances or chemical agents will be present or the atmosphere will be oxygen deficient or **enriched**, the person is provided with and is wearing proper **respiratory** equipment, or;
 - (iii) where there is unacceptable levels of **explosive** or flammable substances, a **qualified** person maintains **fire** watch with **specified** emergency equipment, whichever is applicable in the circumstances.
- (f) In **addition**, when a person enters a confined space in the circumstances set out above, they **will** be attached to an appropriate safety harness attached to a lifeline securely anchored **outside** the confined space and the lifeline will be attended by another person **stationed** outside the confined space, in communication with the person inside and equipped to effect a rescue if required.
- (g) The provisions of the Canada Labour Code **Part II** and the regulations, particularly Part XI dealing **with** Confined Spaces, shall provide the **minimum** standard.

Hand Protection

27. The Local **Safety and Health** Committees shall review their premises to ensure compliance with the Canada Labour Code **Part II** and the regulations thereto.

First Aid Attendants

28. (a) There shall be **qualified** first aid attendants holding a St. John Standard certificate present on all **shifts** and in each workplace. The first aid attendants will be members of the bargaining unit or management. **Details** of the workers to be designated as first aid attendant shall be jointly agreed upon by the Corporation and the appropriate **C.A.W. Local** at each workplace.
- (b) The employer shall pay for the fees, textbooks and **lost** time of all first aid attendants who successfully complete a first aid **course**
- (c) The Corporation shall **provide** in each workplace, or in close vicinity thereof, a private first aid **station/room** supplied **with** those **supplies** and equipment recommended by the **Committee**.
- (d) At the time of the injury, the first aid attendant shall accompany injured employees transported off the property for medical attention by means other than ambulance when it is deemed to be necessary.

- (e) The shift and workplace first aid attendant shall be granted adequate time to properly attend to workers injured at **his/her** workplace.
- (f) Designated first aid attendants shall be provided with hard hats of a **color** that will distinguish their position from all others in the workplace. However, **if** a unique **color** is not available, the hat will be **conspicuously** identified and shall be uniform across the system.
- (g) Employees will be given annual refresher courses in first aid and **CPR** techniques.

Safety Talk Program

- 29. (a) Each workplace will establish a Safety Talk program.
- (b) The Committee at each workplace will participate in the development and delivery of Safety Talk programs.
- (c) The effectiveness of the Safety Talk programs will be reviewed and monitored by the National Safety and Health Committee.

System Health & Safety Legislative Representative Local 100 & National Council 4000

- 30. (a) The System Safety and **Health** Legislative Representative shall work with the Corporation Safety and **Health** representatives to solve problems as required with the most serious problems given priority to ensure immediate resolution.
- (b) The System Safety and Health Legislative **Representatives** for Local **100** and National Council **4000** shall be **recognized** by the Corporation as the **duly authorized** representatives for their respective Local and National Council on Safety, **Health** and Environment issues.
- (c) The Corporation shall **recognize** that the System Safety and Health Legislative Representatives' rights include, but are not limited to the following:
 - (i) meet **with** local Committees on a regular basis;
 - (ii) review the **activities** of local Committees;
 - (iii) review and recommend changes to existing workplace programs;
 - (iv) ensure compliance with all Legislative and Regulatory requirements;

- (v) establish **communication/liaison** with workplace union and Management representatives and government enforcement **agencies**;
- (vi) **assist** local Committees in the **investigation** of fatalities and critical injuries;
- (vii) **assist** local Committees in the **development** and delivery of training programs;
- (viii) review all orders, **directions** and governmental enforcement reports relating to Safety and Health;
- (ix) handle all complaints, appeals and issues filed under the Canada Labour code, Part II Section **133**, on behalf of their respective members;
- (x) represent their **respective** members on railway operational Safety and Health matters.

National Day of Mourning

- 31. The Local Committees on Safety and Health **will** determine an appropriate manner to commemorate, **on April 28th** each year, all Canadian workers killed or injured on the job.

Employment of **Disabled** Persons

3. c

- 32. The Corporation **recognizes** its obligation to accommodate disabled persons under the Canadian Charter of Rights and Freedoms, the Canadian Human Rights **Code**, the Collective Agreements and all other applicable **legislation** and regulations thereto.

Non-Smoking Policy

- 33. The Corporation will renew its commitment to **its** non-smoking policy which protects the rights of non-smokers, promote awareness of the effects of smoking and second hand smoke and provide assistance to those employees who wish to stop smoking.

Dispute **Resolution**

- 34.** (a) Any complaint or grievance, concerning the interpretation, application or alleged **violation** of this Agreement shall be **dealt** with as described below.

(i) **STEP 1**

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

The **Local Chairperson** or designate, within twenty **(20)** calendar days from the cause of the grievance, may present the grievance in writing to the **Manager** or equivalent representative of the Corporation, who will give a decision in writing within ten **(10)** calendar days of receipt of the grievance.

(ii) **STEP 2**

Within Twenty **(20)** calendar days of receiving the decision under Step 1, the **Local Chairperson Council 4000** or the **Vice-President Local 100** as applicable, or their designates, may appeal in writing to the **Director** or authorized representative. A decision will be rendered within twenty **(20)** calendar days of receiving appeal under Step 2.

(iii) **STEP 3**

Within twenty **(20)** calendar days of **receiving** the decision under Step 2, the **Regional Representative Council 4000** or **Local President Local 100** as applicable, or their designates, of the Union may appeal in writing to the Director of Labour Relations of the Corporation or **authorized** representative by requesting a joint conference to be held **within forty (40)** calendar days, identifying the article or articles involved, to review the facts of the grievance. The Corporation may **convene** the joint conference or **advise** in writing that it does not agree that a joint conference is necessary. A written decision will be rendered within twenty **(20)** calendar days of the date of the joint conference or the correspondence. Failing **satisfactory** settlement the grievance may then be referred to **arbitration** as set out in **this** Agreement.

- (b) The time limits as provided in Article **34**, may be extended by agreement between the respective parties at any step of the grievance procedure.
- (c) All conferences between **line officers** and the **Local chairperson** or designate **will** be held by appointment and concluded during regular working hours without **loss** of earnings to the **Local** chairperson or designate concerned.

- (d) If any of the aforementioned union **representatives** should consider that a **provision** of this agreement has been violated, he or she may **initiate** a grievance within twenty **(20) calendar days** from the cause of the **grievance** at Step 1 of the dispute **resolution** procedure or at Step 2 if mutually agreed.

Final Disposition of Grievances

35. (a) A grievance concerning the interpretation or alleged violation of this Agreement, which is not settled through the grievance procedure, may be referred by either the Union or the Corporation herein defined as "the parties", to a single arbitrator or to a **mediation/arbitration** process for final and binding settlement without stoppage of work.
- (b) **Both** the Corporation and the union must agree that a **mediation/arbitration** process is appropriate for the resolution of the grievance, failing such mutual agreement, the grievance will proceed to a single arbitrator for final and binding settlement as set out hereafter.
- (c) The party requesting arbitration must so **notify** the other party in **writing** within forty **(40)** calendar days following the date the decision was rendered at the last step of the grievance procedure.
- (d) Within forty **(40)** calendar days of the date of receipt of a request for **arbitration**, the parties shall **endeavor** to agree on the name of the Arbitrator. If agreement is reached within forty **(40)** calendar days, the dispute must be docketed with that Arbitrator within twenty **(20)** calendar days of **said** agreement. If agreement is not reached, the party requesting arbitration may then request the Minister of Labour to appoint an **Arbitrator** and advise the other party accordingly. Such request to the Minister of Labour must be made not later than twenty **(20)** calendar days following the forty **(40)** day period referred to in this paragraph.
- (e) A Joint Statement of Issue and Facts of the dispute and reference to the specific provision or provisions of the Agreement allegedly violated, shall be jointly submitted to the Arbitrator in advance of the date of the hearing. In the event the parties cannot agree upon such Joint Statement of Issue and Facts, each party shall submit a separate statement to the **Arbitrator** in advance of the date of the hearing and shall at the same time **give** a **copy** of such statement to the other party.
- (f) The hearing shall be held by the **Arbitrator** in the respective region where the grievance originated, unless otherwise mutually agreed, or unless the Arbitrator deems it advisable because of special circumstances to hold the hearing elsewhere.
- (g) At the hearing before the Arbitrator, argument may be given orally or in writing, and each party may call such witnesses as **it** deems necessary.

- (h) Disputes arising out of modifications or additions to this Agreement, are specifically excluded from the jurisdiction of the Arbitrator, and the decision of the Arbitrator shall not in any case add to, subtract from, modify, rescind or disregard any provision of this Agreement.
- (i) The Arbitrator's decision shall be rendered, in writing, together with written reasons therefor, to the parties concerned within thirty (30) calendar days following the conclusion of the hearing unless this time is extended with the concurrence of the parties of the dispute.
- (j) Each party shall respectively bear any expenses each has incurred in the presentation of the case to the Arbitrator but any general or common expenses, including the remuneration and expenses of the Arbitrator, shall be divided equally.
- (k) The time limits in Article 35, may be extended by mutual agreement between the parties.

Dated of Montreal this 22nd day of February, 1999.

For the Corporation:

For the Union:

(signed Marc Tessier)
 Marc Tessier
 Director, Safety, Health and Environment

(signed Bill Coolen)
 Bill Coolen
 for Rick Johnston
 President,
 CAW National 4000

(signed Bannon E. Woods)
 Bannon E. Woods
 Director, Human Relations
 and Labour Relations

(signed Bob Bourrier)
 Bob Bourrier
 for John Moore-Gough
 President, CAW Local 100

(signed Edward J. Houlihan)
 Edward J. Houlihan
 Senior Manager, Labour Relations

(signed Tom Wood)
 Tom Wood
 CAW National Representative

(signed George Botic)
 George Botic
 CAW National
 Representative
 Health and Safety

Subject

As a **privilege**, VIA **provides** employees with free rail transportation **passes**.

Eligibility

Unionized employees receive a rail pass **upon** completion of one **(1)** year of **compensated service**.

Dependants

For the purposes of **this** Plan, dependents are deemed to be the spouse and children of eligible employees, who are **Canadian** residents, **excluding** any employee covered under **this Plan**:

The Eligible Spouse **of an** Eligible Employee;

- spouse: the person legally married to the employee, or in the absence of such person, the common law spouse who, for the purposes of the Plan, is the person of the opposite sex who has been living permanently with the employee for at least one year and who is publicly represented as the employee's common-law spouse.
2. The children of an employee or **his/her** spouse, or a child of the employee's unmarried child if such unmarried child is living with the employee on a permanent basis including stepchildren or adopted children **who**:
- a) are entirely dependent and unemployed;
 - b) are **under the age of twenty-one (21)**, or under the age **of twenty-five (25)** and registered as a **full-time** college or university student; or,
 - c) are **handicapped** of any age.

Issue of Passes

Passes are issued automatically to employees **through** Human Resources at Headquarters.

Employees may obtain passes **for their** spouse and dependants by contacting Human Resources at Headquarters.

Level « C » Privileges

Level « C » passes are issued to **employees with one (1) year compensated service but less than five (5) years of compensated service**, as well as their spouses and dependants.

The pass entitles its **holder to** free system-wide transportation but advance seat selection is permitted on the **day of travel only**. Bookings are subject to restrictions applying to certain trains and during certain peak travel periods

Level « B » Privileges

Level « B » passes are issued to employees with more than five (5) years of **service**, as well as their spouses and dependants.

The pass entitles its holder to free system-wide transportation and to advance seat selection subject to restrictions-applying to certain trains and during certain peak travel periods.

Loss or Theft of Pass

Employees are to report the loss or theft of their pass immediately to Human Resources at Headquarters. (Passes reported lost or stolen are immediately cancelled.)

Eligibility

1. An **employee** will **become eligible** for **benefits** under **this Employee Benefits Plan with respect to a given month** if:
 - a) in the given month, he/she rendered compensated **service** under **one** or other of the **collective** agreements in force with the Corporation; and,
 - b) on the first **day** of the given month, **he/she** has sustained continuous employment for at **least sixty (60) calendar days** with the Corporation in a position governed by one or other of the collective agreements in force with the Corporation.
2. Whenever a person employed by the Corporation, previously covered **under** another plan to **which** the Corporation makes the required contributions, commences compensated service governed by one or other of the collective agreements in **force with** the Corporation, he/she will be deemed to be an **eligible** employee without being required to complete the period of continuous employment with the **Corporation** set out in paragraph 1 b).
3. Whenever a person newly employed by the Corporation commences compensated **service** governed by one or other of the **collective** agreements in force with the Corporation, **after** having rendered compensated service for a period of less than sixty **(60)** calendar days with the Corporation under another collective agreement, such period of employment will be included in the calculation of the period of continuous employment required under paragraph 1 b) to **qualify as an eligible** employee hereunder.
4. Any employee who, during any given month, has not rendered compensated service owing to a **disability** entitling him/her to the waiver of **life** insurance premiums under the Employee **Benefits Plan** will be deemed an eligible **employee** during such month.
5. A **full-time officer** of the bargaining unit, who is an employee of the Corporation **but** who is **not an eligible** employee as defined herein, will be **entitled to life** insurance **benefits** if **he/she** makes direct payment to the Corporation in the full amount required to secure such coverage, provided that he/she maintains such continuous **life** insurance coverage and **his/her** eligible employee status. To maintain such continuous coverage while on full-time leave, a newly appointed full-time officer of the bargaining unit will be allowed a period of ninety **(90)** days from the date **his/her** leave of absence commences to make application to the Corporation for **life** insurance coverage.

Benefits

1. The Employee Benefits Plan provides for **Weekly Disability Benefits**, Life Insurance and Maternity Benefits as set out in the collective agreements and policies between the Corporation and the Insurer.

Life Insurance

For employees currently in **service** with the Corporation, group **life** insurance coverage guarantees a death **benefit** in the amount of:

\$28 000	-	effective June 1, 1998
\$29 000	-	effective June 1, 1999
\$30 000	-	effective June 1, 2000

payable to the beneficiaries named by the employee, subject to the terms of the policy with **the Insurer**.

Group **life** insurance coverage includes a Double Indemnity provision on a « **24-hour basis** » in the event of **accidental death**, subject to the terms of the policy with the Insurer.

Life Insurance is payable in a lump sum regardless of the cause of death.

Life insurance benefits will be paid to:

- i) the beneficiary named by the employee, or if none is named,
- ii) - the employee's estate.

Life Insurance Upon Retirement

An employee who retires from the service of the Corporations & sequent to June 1, 1998, will, provided he/she is **fifty-five** years of age or over and has not **less than** ten years' **cumulative** compensated service, be entitled to the sum of **\$7,000.00**, payable to **his/her** estate upon **his death**.

Employees Leaving the Corporation

Employees terminating **service with VIA** Flail for any reason other than retirement must surrender all **passes** in their **possession** to their immediate supervisor or Human Resources, including those issued to **eligible** dependants.

Laid-off Employees

Laid-off employees and their dependants are entitled to use their passes in accordance with the regulations of the Corporation, as long as they remain employed by the Corporation.

Additional Provisions

The document outlining regulations respecting passes is presented to **employees** upon the issue of their first pass and **constitutes** a comprehensive source of information. Please note **that this** privilege is subject to change without notice.

WEEKLY DISABILITY BENEFITS,

MATERNITY BENEFITS

AND

LIFE INSURANCE PLANS

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Weekly Disability Benefits

- a) Eligible employees unable to perform their duties by reason of a non-occupational accident or illness are entitled, subject to the contracts with the Insurer and provided that they have seen and received treatment from a licensed physician, to weekly disability benefits for loss of wages calculated as follows:

Weekly Base Pay	Sick Benefits
\$ 120.01 and over	70% of base pay up to a maximum benefit of:
\$ 510 -	effective January 1, 1998
\$ 520 -	effective January 1, 1999
\$ 530 -	effective January 1, 2000

Less than \$ 120.01 \$ 80 or 75% of weekly base pay, whichever is less.

Claimants entitled to benefits provided by the Québec Automobile Insurance Corporation (SAAQ) or by other similar provincial bodies will have the amount of such benefits deducted from the weekly disability benefits payable under this Plan.

Claimants in receipt of unemployment insurance sick benefits will have such benefits supplemented to equal their sick benefits under this Plan.

- b) Weekly disability benefits payments calculated in accordance with paragraph a) will commence on the first day of disability in the event of a non-occupational accidental injury, on the first day of sickness if hospitalized for at least one night, and on the fourth day in other cases of sickness.
- c) If the disability is covered by the insurance contract benefits will be paid for a maximum of fifteen (15) weeks of total disability.
- d) If an employee continues to be disabled beyond the period set out in paragraph c) above, and if he/she is eligible for unemployment insurance sick benefits, weekly disability benefits payments under this Plan will cease except as provided for in paragraph a).

- e) **If following** the exhaustion of unemployment insurance sick benefits to which an employee is entitled, such employee is still disabled, **he/she** will continue to be eligible for weekly **disability** benefits payments as **set out** in paragraph a) for up to a maximum of eleven **(11)** more **consecutive** weeks, subject to no additional waiting period and up to an overall maximum of twenty-six **(26)** weeks of **weekly disability benefits payments**, including the period during which **weekly disability benefits** payments were paid out pursuant to paragraph c).
- f) **If an employee is eligible to have his/her unemployment insurance sick benefits** supplemented, **he/she** is required to **send SunLife a copy** of the **cheque stubs** entitled « Employment and Immigration Canada - **Benefits** Statement- Notice to Claimant » with your name and employee number.
- If an employee has not retained his/her a Benefits Statement - Notice to Claimant » (i.e. cheque stub), Great-West Life Assurance Company will require a letter from Canada Employment and Immigration detailing the unemployment insurance sick benefits received each week.**
- g) In the event an employee is not **eligible** to receive unemployment insurance sick **benefits, he/she will be eligible to receive** weekly disability **benefits** payments for a maximum of **twenty-six (26)** weeks.
- h) Effective January 1, 1998, employees in **receipt of weekly disability benefits** who are **required** to provide the insurer **with** supplementary medical **certificates** to support continued **disability**, may claim payment for the cost related to the completion of medical forms by the treating physician, up to a maximum of **\$ 30** per occurrence. The employee will be responsible for the **payment** of original medical **certificate** and medical clearance forms **to** return to work.
- i) Whenever an employee receiving **weekly disability benefits** is laid off, full payment **will** continue **as if he/she** had never been laid off as **long as** he/she is **considered** disabled as per our insurance contract

Maternity Leave Benefits

Eligible employees are entitled to maternity leave benefits for an amount which, **when** added to their unemployment insurance **maternity benefits**, results in such eligible employees receiving **80%** of their weekly base pay, for a maximum of **twenty (20)** weeks, provided that the unemployment insurance **benefits have been** paid for those **weeks** they received unemployment insurance **maternity benefits**.

Exclusions

Weekly disability benefits are not payable:

- For any period of **disability** during which **eligible** employees **are** not under the **care** of a **licensed** physician;
- For any period during which eligible employees do not follow the **medical** treatment recommended by a physician specialising in the treatment **of the** given illness;
- For any **period** during which **benefits are payable to eligible employees** under provincial workers' compensation legislation;
- For any period of **disability** more than **fifteen (15) weeks** in duration during which **eligible employees** are **entitled** to receive unemployment insurance sick benefits, **except for the amount** allowed under a **Supplemental Unemployment Benefits Plan, approved** by the **Unemployment Insurance Commission**;
- For that portion of any period of **disability** during which eligible employees are in receipt of a **retirement pension** from **their** employer, or general holiday or vacation pay. However, if eligible employees **are** injured or **become ill during** their annual vacation, they are entitled to temporarily terminate **their** vacation and be placed on weekly **disability** benefits;
- **If eligible employees** become disabled while on strike. However, if they **are disabled** prior to the **date of the** strike, benefits will be paid for up to fifteen **(15) weeks from the date of disability**;
- For any period during which eligible employees are engaged in any occupation for wage or **profit**;
- **With** respect to **disability directly** or indirectly owing to or resulting from one or other of the following:
 - attempted **suicide** or **intentional self-inflicted** injury whether of sound mind or not;
 - war, insurrection, hostile acts by the armed forces of any country, or participation in any riot or civil **uprising**;

- bodily injury sustained while performing any act or occupation for wage or profit other than on behalf of one's employer;
- injury covered under the terms of worker's compensation legislation, except whenever a claim is being appealed or has been denied. If there is an appeal, sickness benefits might be payable by the insurance company. However, in the event the Workers' Compensation Board overturns its original decision, any benefits received from the insurance company would have to be refunded.
- During any period of formal maternity leave taken by an eligible employee pursuant to federal law, or pursuant to a mutual agreement between the eligible employee and her employer, except for any period for which such eligible employee is paid Canada Employment and Immigration Commission benefits, as set out in the section entitled « Maternity Leave Benefits ».

Continuance of Life Insurance Protection

Whenever an eligible employee is removed from the payroll and is in receipt of unemployment insurance maternity benefits, her life insurance under this Plan will continue in force without payment of the requisite premiums for up to a maximum of forty-one (41) weeks from the last day worked.

Whenever an eligible employee is removed from the payroll owing to a disability and is in receipt of weekly disability benefits payments or unemployment insurance sick benefits, his/her life insurance, including accidental death coverage, will remain in force without payment of the requisite premiums for up to a maximum period of six (6) months. If he/she remains off the payroll for more than six (6) months owing to such disability, it is his/her responsibility to make arrangements to have his/her coverage continued by remitting the appropriate premium amounts to the Corporation for a further maximum period of six (6) months.

If the disability lasts after 12 months before his/her sixtieth (60th) birthday, his/her life insurance, including accidental death coverage, will remain in force without further payment of premiums, provided that satisfactory proof of total disability is submitted to the insurance company within one (1) year of the last day of the month during which active service ceased owing to this disability.

Coverage will remain in force for as long as the total disability lasts, provided that the eligible employee does not engage in any remunerative employment, does not retire, but does supply periodical proof of disability as required by the insurance company.

After the 12 month period, **life insurance** coverage is reduced to **5000**. However, the **eligible employee** may **apply** within thirty-one (31) days of the date reduced coverage **goes into effect**, for **conversion** from a group to a personal **insurance policy** to which an accidental death **provision may** be attached up to the maximum amount indicated **below**, provided that the **request** is **forwarded** to the insurer:

\$23,000 effective June 1, 1998
\$24,000 effective June 1, 1999
\$25,000 effective June 1, 2000

Whenever an eligible **employee** is removed from the payroll owing to a **disability** covered by **worker's compensation**, his/her **life insurance** for the full amount including **accidental death coverage** will **remain** in force without payment of the **requisite** premiums for the period during which he/she undergoes treatment and **rehabilitation** at the expense of a worker's compensation authority. If such **eligible** employee remains off the payroll **after** such treatment and **rehabilitation** have **ceased**, it is **his/her responsibility** to make arrangements to have **his/her** coverage continued by remitting the **appropriate** premium to the Corporation for **each additional** month that he/she continues to be off the payroll up to a maximum of twelve (12) months from the last day worked.

An eligible employee who is either laid off or on leave of absence, and is not **entitled** to have **his/her** premiums waived under **b) or c)** above, will be **entitled** to maintain **his/her life insurance coverage** in force by remitting the **appropriate** premium amounts to the Corporation for a period not exceeding twelve (12) months from the end of the month during which the lay-off or leave of absence commenced. Direct payments are **due** no later than the end of **the** month following that during which a premium was last paid on **his/her** behalf.

How to File a Claim

(Weekly Disability Benefits)

To claim **weekly disability (sick pay)** benefits, the following procedure is to be followed:

- Obtain a blank Form « **A** » (**Great-West**) and an « **Attending Physician's Statement** » from your immediate supervisor.
- **Ask** your physician to fill out the form and:
 - either return it to you
 - or mail it **directly** to Great-West **Life Assurance Company**

with a view to protecting the **confidentiality** of the **information** appearing therein.

- Employees are to complete the **section** entitled « **Colleague's Statement** » on Form a A » and **submit the** said form **to their** immediate supervisor who is to fill out **the** « **Statement of the Immediate Supervisor** » and then forward the duly completed Form « A » to **Great-West Life** Assurance Company. Form a A » must be completed and returned **within thirty (30)** days of the commencement of disability.

Weekly disability benefits can be deposited **directly** into the bank account of the **employee** if the "Direct Deposit **Authorization**" section is filed by the employee and **appropriate** information is provided to **Great-West**.

Questions and Answers

Weekly Disability Benefits (sick pay)

1. *When should I file my **claim**?*

It is **important** that you file your claim as soon as you are **entitled** to weekly disability **benefits**.

A **proof of claim** (Form « A ») must be submitted within thirty **(30)** days of the commencement of disability.

The necessary claims forms may be obtained from your immediate supervisor.

2. ***Do I pay income tax** on these benefits?*

Disability **benefits are** considered income replacement. Income tax will therefore be deducted from any benefits you receive from **the** Insurer.

3. *When does eligibility for weekly disability benefits end ?*

- a) on the date you terminate service with your employer; OR,
- b) on the date you cease to be eligible for **weekly disability** benefits (sick pay) for any other reason; OR,
- c) on the **date this Plan terminates**.

Termination of service will, for the purposes of weekly disability benefits, be deemed to occur on the date upon which you discontinue active service, except in instances of the following:

during any period **while** you are on vacation with pay;

- during any **period** while you are entitled to **weekly disability benefits** (sick pay) or unemployment insurance sick or **worker's** compensation benefits;
- during any period you **are** on bereavement leave, on Company compensated **jury** duty, or on a temporary leave of absence in the capacity of union officer to perform union duties, provided that a premium has been paid for Compensated service in the current or previous month.
- during any period you are **laid** off or granted leave of absence, provided that you return to work in the same calendar month during which the lay-off or leave of absence commenced.

4. Is the physician's charge for completing the Attending Physician's Statements at the employee's expense?

Yes.

5. If, after being disabled, I return to work but again become disabled, how will this second disability be treated?

It will be treated as a continuation of the previous **disability unless** you have returned to **full-time** work for a period of at least two **(2)** consecutive **weeks** following total **recovery** from the first **disability** or unless the second **disability** is **totally** unrelated to the first.

If the second disability owes to the same causes as the first but you have been back at work full time for a period of at least four (4) consecutive weeks, it will be considered a new disability.

Life Insurance and Accidental Death

6. *What happens if I fail to make either the first or any subsequent payment?*

Your life insurance and accidental death coverage will be terminated. It is therefore essential that you make direct contributions to maintain your **life insurance** coverage in force.

7. *If I terminate employment, when does my life insurance and accidental death coverage cease and is it possible to retain it on an individual basis?*

Your life insurance and accidental death coverage will cease at termination of employment.

However, **within** the following **thirty-one (31) days**, you may, without submitting to a medical examination, convert your coverage into any form of personal **life insurance**.

Direct Payment

Direct payment of **life insurance** premiums must be forwarded by cheque or money order and received no later than the twentieth (**20th**) day of the month at the following address:

VIA Rail Canada Inc.
Human Resources
P.O. Box 8116
Station A
Montreal, QC
H3C 3N3

Cheque or money order must be made payable to:

VIA Rail Canada Inc.

Direct payment must be accompanied by a duly completed VIA form number **F0132**.

BENEFITS
FOR **EMPLOYEES** COVERED BY
COLLECTIVE AGREEMENT # 2

Regulated by the National **Union** for Canadian Automobile, Aerospace, **Transportation**
and General Workers

This booklet **summarizes benefits** for **unionized** employees. Although it does not form
an integral part of the Collective Agreement, it does provide a general overview of the
benefits you enjoy **as a VIA** Rail Canada employee.

Foreword

Although this booklet does not form an integral part of the Collective Agreement, it does provide a general overview of the benefits you enjoy as a VIA Rail Canada employee. This booklet summarizes benefits for unionized employees. The official benefits documents and insurance policies govern the operation of these benefits and will prevail in the event of any differences. Please read this booklet carefully. Should you have questions regarding your employee benefits, please contact either your immediate supervisor or Human Resources.

This booklet has been worded to make allowance for both the feminine and the masculine genders.

Rev. 1998

EXTENDED HEALTH
AND
VISION CARE **PLAN**

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Eligibility

New employees and their dependents are covered on the **first day** of the calendar month following completion of six **(6)** months of compensated service.

Employees having accumulated **126** days of **eight-hour full-time** or **part-time shifts** will **be** considered to have completed six **(6)** months of compensated service.

For all other employees, days **worked** and/or available for service will be counted as days of compensated service.

Employees having substantiated **eligibility for benefits** under the Plan must continue to accumulate compensated service each month to maintain such **eligibility** for benefits, except as noted on Page **11** where **eligibility** is extended for specified leaves of absence.

Employees becoming eligible for **benefits** are not subject to enrolment procedures of any kind.

For the purposes of this Plan, dependants are deemed to be:

The spouse and children of eligible employees, who are Canadian residents, excluding any employee covered under **this** Plan:

1. The Spouse of an Eligible Employee:
 - spouse: the person legally married to the employee, or in the absence of such person, the common law spouse who, for the purposes of the Plan, is the person of the opposite sex who has been living permanently with the employee for at least one year and who is publicly represented as the employee's **common-law** spouse.
2. The children of an employee or **his/her** spouse, or a child of the employee's unmarried child if such unmarried child is living with the employee on a permanent basis including stepchildren or adopted children who:
 - are entirely dependent and unemployed;

- are under the age of **twenty-one (21)**, or under the age of twenty-five (**25**) (**26** for a child of a person residing in Quebec) and registered as a **full-time** college or university student; or,
- **are of any age** but are handicapped.

Handicapped children **are** understood to be children who are not **self-sufficient** owing to a physical or mental **disability**.

Excludes any person who is covered under **this** Plan as an Eligible Employee.

Employees agree to provide, upon request by the **employer** or the Plan Manager, supporting documents attesting that the persons identified as their spouse and children each satisfy the aforementioned conditions.

Summary of **Benefits** **Extended Health Care**

The Plan basically provides for coverage of semi-private hospital accommodation expenses and major medical care, including drugs, for employees and their dependents. Coverage includes the following:

a) Hospital Benefits (in the province of residence)
100% of eligible expenses reimbursed up to but not exceeding the average cost of a semi-private **hospital** ward for an unlimited number of days.

b) Major Medical Benefits

Deductible: **\$ 25** per family per calendar year

Percentage insured: **80%** reimbursement

Lifetime maximum: **\$ 40 000** per individual

Eligible Expenses

Eligible expenses under the **Major Medical Benefits** Plan are as follows:

- Drugs, oral contraceptives, serums and **injectibles** available only by prescription when prescribed by a physician or dentist, and dispensed by a pharmacist, physician or **dentist**. Supplies of a non-prescription nature required as a result of a colostomy **and/or** for the treatment of cystic fibrosis, **diabetes** and Parkinson's disease are also eligible.
- Hospital charges incurred for emergency treatment outside Canada or the employee's province of residence, including room and board and special hospital charges for **180** days. Coverage includes charges for a semi-private hospital ward over and above the amount paid by the employee's provincial government health insurance plan.
- **Professional** services of a physician, where permitted by law. Covered expenses are generally restricted to emergency treatment outside the claimant's province of residence and are limited to reasonable and customary charges for the area in **which** the treatment is rendered.

The expenses listed hereunder must be prescribed by a physician:

- **Professional** services of a licensed physiotherapist when medically required.
- Cost of treatment by chiropractors, osteopaths, podiatrists or speech therapists. Reimbursement is limited to **80%** of expenses billed, subject to a maximum of **\$20 per** visit and an overall maximum of **\$400** per family per calendar year for all such health care professionals combined.
- When medically required, the professional services of a Registered Nurse (RN) or, when unavailable, a Registered Nursing **Assistant** (RNA). Coverage is provided when the claimant or dependant is not confined to a **hospital** and in cases where in-hospital nursing care expenses are not covered by the applicable provincial health insurance plan. Any such nurse or attendant must not be a close relative of the patient.
- Diagnostic procedures, radiology, blood transfusions and oxygen, including the equipment necessary for the administration thereof.

- Laboratory analyses **performed** by commercial laboratories.
- Purchase of trusses, braces, crutches, other appliances, artificial limbs and eyes; up to a maximum of **\$50** per year **per** person for elastic support stockings; and orthopaedic shoes up to a maximum of one pair per person per **benefit** year.

Reasonable and customary **charges** for **mammary** prostheses up to **\$200** per person in any **benefit** year.

Reasonable and customary charges for hearing aids up to a maximum of **\$400** per family per two-year period.

Rental or purchase (at insurance company's option) of a wheelchair, hospital bed or iron lung.

- Ambulance service **to and from** a local **hospital** as well as inter-hospital transfers not covered by the applicable provincial health insurance plan. This includes emergency transportation **of a** claimant by air ambulance, or any other vehicle normally used for public transportation, to the nearest hospital where the required **treatment** can **be** provided.

- Dental treatment required as a direct result of accidental injury to **natural** teeth, provided that treatment is rendered within six **(6)** months of the date of the accident.

Charges for confinement to a rest home in the person's province of residence when ordered by a physician, provided that such confinement is preceded by at **least five (5)** consecutive days of hospital confinement, commences within fourteen **(14)** days of termination of **hospital** confinement and is scheduled **primarily** for the purposes of rehabilitation, not for custodial care. These charges are **subject** to the provisions relating to co-insurance, **lifetime** maximum and deductible set out in the Plan. The maximum amount payable is **\$20.00** per **day for each** period of disability for a maximum of **120** days of confinement.

vision care

Vision Care **benefits are** subject to the provisions relating to co-insurance, **lifetime** maximum and deductible set out in the body of the Extended Health and Vision Care Plan.

- **The Plan covers the cost of the purchase of contact lenses or other lenses (including shatterproof lenses) and frames for eyeglasses, including sunglasses, and their replacement provided that there is an actual need for a change in their magnifying strength. These amounts can be claimed once in any 12-month period for persons under the age of 18 years, and once in any 24-month period for persons aged 18 years and over, up to the maximum amounts indicated below :**

\$200 - effective January 1, 1998
\$225 - effective January 1, 1999
\$250 - effective January 1, 2000

Supplies must be prescribed in **writing** by an ophthalmologist or a licensed **optometrist** and must be dispensed by an ophthalmologist, a licensed optometrist or a **qualified** optician.

- Services of an ophthalmologist or a licensed optometrist up to a maximum amount payable in any two consecutive benefit years of **\$50** per person.

Expenses not Covered

The Plan does not cover the following expenses:

- Cost of the difference between a semi-private and a private **hospital** ward.
- Cost of treatment by psychologists, **acupuncturists, naturopaths, homeopaths, psychotherapists and dieticians.**
- Drugs which can be **purchased** without prescription. for example: - patent medicines, vitamins, health foods, cough and cold preparations, aspirin and similar pharmaceutical products.
- Any device **worn** for the sole purpose of protecting the eyes, **not for** correcting vision.
- Products containing nicotine resin and anti-tobacco by-products, whether or not they require a doctor's prescription.

Treatments or drugs related to **fertility** problems.

Treatments or drugs related to **erectile** dysfunction.

General Exclusions

The Plan does not cover services and supplies in the following situations:

- Injury sustained by employees while working for pay or profit other than **with** VIA.
- Injury sustained by a dependant while working for pay or profit
- Any portion **of** medical expenses covered under worker's compensation legislation or some similar program.
- Services to which the employee is entitled without charge, or which are generally dispensed free of charge.
- Services, or portions **thereof**, provided under government sponsored programs.
- **In the** event that a **service** covered by a government sponsored program is suspended, the Extended Health and Vision Care Plan will not assume coverage of such service.

Coordination of **Benefits**

Some employees and their dependants are eligible for benefits under other group plans. In instances of the like, claims for **spouses** or children must be submitted to both insurers because the total **amount of benefits** paid must not exceed the actual amount of expenses incurred, as per defined rules of **collective** insurance contracts.

Termination of **Coverage**

- a) Extended Health and Vision Care coverage for employees and their dependants will be terminated as follows:

In the event of an employee's:

- i) resignation or dismissal: the date upon which employment terminates;

- ii) **retirement**: the end of the month in **which** retirement takes place pursuant to the provisions of the applicable pension plan;
 - iii) **leave** of absence, **lay-off** (except **as** provided below), and death: the last day of the month in which such leave of absence, layoff or death occurs;
 - iv) strike or lock-out: the last day worked.
- b) i) In the event of a leave of absence owing to **disability** (and the employee is in receipt of weekly **benefits** or unemployment insurance sickness benefits): coverage will be maintained at no cost to the employee for a **period** of six **(6)** months from the end of the month during **which** the **disability** occurs. **If** the **disability** persists beyond this period, employees may maintain **coverage** for a further six **(6)** months by paying the **required** premiums directly to their employer.
- ii) In the event of a by-off or leave of absence in circumstances other than **those** set out in subparagraph **i)** above: employees may maintain coverage for a period of twelve **(12)** months from the last day of the month during which such leave of absence commenced, provided that premiums are paid directly to their employer.

Note: See Page **13** for details on how direct payments are to be made.

- c) **With** respect to dependents: the data upon which a dependant ceases to **be** a dependant.
- d) In the event of a transfer out of a bargaining unit to **which this** Extended **Health** and **Vision** Care Plan **applies** into another: the date of transfer.

Maternity, Child Care and Worker's Compensation

If an employee is granted a leave of absence for Maternity, Child Care or **Worker's** Compensation under the provisions of the Canada Labour Code, such employee will have his/her coverage continued without payment of the requisite premiums for the duration of the leave.

Reinstatement of Coverage

An employee on leave of absence, on strike, or who has been dismissed and whose coverage has been **terminated**, will automatically be covered from the date of return to **active service**.

An employee who is laid off and whose coverage **has** been terminated will automatically be covered from the first day of the month **during** which the employee returns to active service.

How to File a Claim

To file a claim:

A. *For Hospital **Benefits***

1. Present your **Certificate of** Participation, and/or advise the hospital authorities of Great-West Life Assurance Company, policy number **140592**, as well **as** your Employee number.
2. The claim will be processed by the **hospital** and submitted directly to **Great-West Life** Assurance Company.
3. You will receive a statement of account detailing charges billed by the hospital and the amount paid by **Great-West** Life Assurance Company.
4. Should the hospital be unable or **unwilling to bill** Great-West **Life** Assurance Company directly, you are to **file** a claim **with** Great-West **Life** Assurance Company in accordance **with** the procedure set out in **«B»** hereafter.
5. For expenses incurred outside Canada, once you have arranged for payments of expenses, **you** can submit your claims directly to **Great-West** who will then coordinate the payment of the claim with your provincial government.

B. For Major Medical Benefits

Use the claims form provided to you by Great-West with your last reimbursement or obtain a claims form from your **supervisor**.

2. Complete the claims form, attaching all applicable receipts.
3. **If** receipts are to be returned to you, indicate this on the claims form.
4. Forward the completed **claims** forms to the Great-West **Life** Assurance Company Claims **Office** sewing your province of **residence**. A list of **claims** offices is provided at the end of this section and on the **claims** form.

Claims should be made only after you have accumulated receipts for eligible **expenses** that total in excess of the yearly deductible. All **claims** must be received by the Great-West **Life Assurance** Company Claims **Office** prior to March 31 of the following calendar year.

In the case of Major Medical Benefits, claims payments will **be** forwarded directly to you by Great-West **Life** Assurance Company.

Hospital **Benefits** payments will be forwarded either **to** you or to the **hospital**, depending upon the arrangements you have made.

C. For Vision Care

1. **Use** the claims form provided to you by Great-West with your last reimbursement or obtain a claims form from your **supervisor**.
2. Complete the first part of the form and have **the** last part completed by your examining physician or optometrist
3. **Forward** the completed claims form to the Great-West Life Assurance Company Claims **Office** sewing the province in which you reside.

Claims Offices of
Great-West **Life Assurance** Company

Newfoundland	The Great-West Life Assurance Company
PEI	Montreal Benefit Payment Office
Nova Scotia	P.O. Box 400, Place Bonaventure
New Brunswick	40 Dolbeau
Quebec	Montreal, Quebec
	H5A 1B9
Ontario	The Greet-West Life Assurance Company
Manitoba	Health and Dental Claims Centre
Saskatchewan	P.O. Box 6030, Station Main
Alberta	Winnipeg, Manitoba
British Columbia	R3C 3C8
Yukon	
NWT	

Direct Payment

Direct payment **must be** made by Cheque or money order and **forwarded** by employees no later than the twentieth **(20th) day of** the month following his layoff to the following address:

VIA Rail Canada **Inc.**
Human **Resources**
P.O. Box 8116
Station A
Montreal, QC
H3C 3N3

Cheque or money order must be made payable **to:**

VIA Rail Canada Inc.

Direct payment must be accompanied by a duly completed VIA form **F0132**.

Claims Disputes

You are responsible for the completion of all claims forms and furnishing proof of expenses incurred as deemed necessary and appropriate by Great-West **Life** Assurance Company.

If you are denied all or any part of a claim by the Insurer, you will receive a notice in writing detailing the reasons for such denial and a description of any additional documents necessary to support the claim.

You have sixty **(60)** days from the date of denial to take action.

If the denial is owing to reasons of eligibility, take the matter up with **Human Resources** for review.

DENTAL PLAN

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Eligibility

New employees and their dependants are covered On the first day Of the calendar month following completion of six (6) months of compensated service.

Employees having accumulated 126 days of eight-hour full-time or part-time shifts will be considered to have completed six (6) months of compensated service.

For all other employees, days worked and/or available for service will be counted as days of compensated service.

Employees having substantiated eligibility for benefits under the Plan must continue to accumulate compensated service each month to maintain such eligibility for benefits.

Employees becoming eligible for benefits are not subject to enrolment procedures of any kind.

For the purposes of this Plan, dependants are deemed to be:

The spouse and children of eligible employees, who are Canadian residents, excluding any employee covered under this Plan:

The Spouse of an Eligible Employee:

- **spouse:** the person legally married to the employee, or in the absence of such person, the common law spouse who, for the purposes of the Plan, is the person of the opposite sex who has been living permanently with the employee for at least one year and who is publicly represented as the employee's common-law spouse.
2. The children of an employee or his/her spouse, ore child of the employee's unmarried child if such unmarried child is living with the employee on a permanent basis including step-children or adopted children who:
- are entirely dependent and unemployed;
 - are under the age of twenty-one (21), or under the age of twenty-five (25) and registered as a full-time college or university student; or,

- are of any age but are handicapped.

Handicapped children are understood to be children who are not self-sufficient owing to a **physical** or mental disability.

Excludes any person who is covered under this Plan as an Eligible **Employee**.

Employees **agree to** provide, upon request by **the employer** or the Plan Manager, supporting documents attesting that the persons **identified** as their spouse and **children each satisfy the** aforementioned conditions.

Summary of Benefits

The plan essentially covers all types of basic and major dental care, with the exception of orthodontics (braces and corrective devices), for all eligible employees and their **eligible** dependants.

For treatment commencing on or subsequent to January 1, 1998, the dental plan provides for coverage **in accordance with** the published rates of the College of Dental Surgeons of the province, in effect for each year of the contract, in which dental services are provided.

Basic Dental Services

For basic dental services, which include preventive and diagnostic services, extractions and oral surgery, minor restorations (fillings), periodontics (gum and tissue treatments) and endodontics (**pulp and root canal work**), **100%** of covered expenses will be reimbursed up to the amounts set out in the dental fee guide published by the College of Dental Surgeons of the **province** in which dental services are provided.

Major Dental Services

For major **dental services**, which include major **restorations** such as the provision of crowns and inlays, and **prosthodontics** (bridges and dentures), **50%** of covered expenses will **be reimbursed up to** the amounts set-out in the dental fee guide published by the College of **Dental Surgeons of the** province in which dental **services** are provided

Deductible

The deductible is the amount you pay in any calendar year before claiming for benefits. It is only \$35 annually, no matter how many eligible members of your family receive treatment.

Maximum Benefits

The annual maximum benefits paid out under the Plan for basic and/or major dental care per eligible person will be:

\$ 1 800	•	effective January 1, 1998
\$ 1 900	•	effective January 1, 1999
\$ 2 000	•	effective January 1, 2000

For those whose coverage becomes effective after July 1, the combined maximum benefits for the remaining months of that year will be respectively \$ 900, \$ 950 and \$ 1 000.

Expenses Covered

To be considered a covered expense, the charge for a particular service will be limited to the maximum fee set out in the dental fee guide published by the College of Dental Surgeons of the province in which dental services are provided.

If dental treatment is rendered outside Canada, the benefits paid will be limited to the maximum fee set out in the dental fee guide published by the College of Dental Surgeons of the province in which dental services are provided.

The Plan covers dental treatment by dentists, physicians or other qualified personnel under the direct supervision of the dental or medical profession (e.g. dental assistants and dental hygienists).

Basic Dental Care

100% reimbursable up to maximum limit

- Oral **examinations**, cleaning of teeth, **fluoride** treatments and **bite-wing** x-rays: twice in any calendar year, but no **more** than once in any five-month period.
- **Full-mouth series of x-rays**: once every 24 months.
- Extractions and **alveolotomy (bone work)** at time of tooth extraction.
- **Dental surgery**.
 - General **anaesthesia**, **diagnostic x-ray** and laboratory procedures required for dental surgery.
 - **Amalgam, silicate, acrylic and composite fillings**.
 - Necessary treatment for relief of **dental** pain.
 - **Cost of medication and injections administered** in the dentist's office.
 - Spacers for missing primary **teeth and habit-breaking** appliances.
 - Consultations prescribed **by the attending dentist**.
 - Surgical removal of **tumours, cysts, neoplasms**.
 - Incision and drainage of abscesses.
 - Endodontics (root canal therapy).
 - **Periodontal** treatment (gum and tissue treatment).

Major Dental Care

50% reimbursable up to maximum limit.

- Provision of crowns and inlays.
- Provision of an initial prosthodontic appliance (e.g. fixed bridge restoration, removable partial or complete dentures).

Replacement of an existing prosthodontic appliance if:

- a) It is over five (5) years old and cannot be repaired;
 - b) It is temporary and was installed after the employee first became covered under the Plan (in instances of the like, the replacement is considered permanent);
 - c) It is required following the installation of an initial opposing denture after the date the employee became eligible for coverage under the Plan;
 - d) It is required as the result of accidental injury sustained after the employee became eligible for coverage under the Plan;
 - e) The extraction of additional teeth, after the date the employee became eligible for coverage under the Plan, requires a new appliance. If the existing appliance can be made serviceable, only expenses for the portion required to replace the teeth extracted are covered.
- Relines, rebases and repairs to existing dentures.
 - Procedures involving the use of gold, only if such treatment could not have been carried out with the use of a reasonable substitute consistent with generally accepted dental practice. Where the use of gold is optional, the covered expense will be that of the customary substitute.

Treatments in Excess of \$ 200

For any course of treatment expected to cost more than **\$ 200**, you will probably want to know in advance how much of the treatment **is** covered under the Plan. You should therefore ask your dentist to draw up a treatment plan, that is, a **written** report describing the recommended treatment and what it will cost.

Expenses not Covered

The Plan **does** not cover the following expenses:

- Orthodontic treatment (**braces and** corrective devices).
- Cosmetic treatment, **experimental treatment**, dietary planning, plaque control, oral hygiene recommendations, congenital **or** developmental malformations.
- Replacement of **dentures which** have been lost, misplaced or stolen.
- Charges made by **a dentist** for cancelled appointments or for the completion of claims forms required by the insurance company.
- Treatment received from a dental **or** medical service operated by the employer, a **mutual** benefit society or similar **type** of association.
- Treatment furnished without charge or paid for directly or indirectly by any **government body or** for which a government body prohibits the payment of benefits.
- **Dental treatment required as a** result of any self-inflicted injury, war or engagement in a **riot** or insurrection.
- Services or supplies **rendered for** full-mouth or major reconstructions.

General Exclusions

The Plan does not cover services and supplies in the following situations:

- Injury sustained by employees while working for pay or profit other than with VIA.

Injury sustained by a **dependent** while working for pay or **profit**.

- **Any portion of dental expenses covered under worker's compensation legislation or some similar programme.**
- **Services to which the employee is entitled without charge, or which are generally dispensed free of charge.**
- **Services** or portions thereof provided under government sponsored programmes.

Coordination of Benefits

Some employees and their **dependants** are eligible for **benefits** under other **group** plans. In instances of the like, claims for spouses or children must be submitted to both insurers **because** the total amount of **benefits** paid must not exceed the actual amount of **expenses** incurred, as per defined rules of collective insurance contracts. **If** both husband and wife are **working** at **VIA**, each must claim under their respective **policies**.

Termination of Coverage

Coverage ends on the day an employee's **service** is **terminated** by resignation or dismissal.

Coverage ends on the last day worked in the event of:

- a) lay-off, strike or lock-out;
- b) death.

Whenever dental work has commenced on a particular tooth or area of the mouth prior to the termination of active **service**, coverage will continue for thirty **(30)** calendar days from the last day worked for employees and dependants in category a), and for eligible dependants in category **b)**, provided that supplies were ordered or treatment actually commenced while the individual was an eligible employee, and supplies are delivered or installed, and the **treatment completed** no later than thirty **(30)** calendar days **after** the last day worked.

Upon retirement, coverage ends on the date upon which the employee retires. The same thirty **(30)** calendar day extension of coverage for dental work in progress applies.

In the event of a leave of absence of **more** than thirty **(30)** days for reasons other than disability or pregnancy, coverage ends on the last day worked.

For employees transferring to **departments** where this dental plan does not apply, coverage ends on the last day of the month during which the transfer took effect.

Maternity, Child Care,

Workers Compensation and Sick leave

If an employee is granted a leave of absence for Maternity, Child **Care** or **Worker's** Compensation, such employee will **have his/her** coverage continued **without** payment of the requisite premiums for the duration of the **leave**.

In the case of Sick Leave, coverage will be continued for twelve **(12)** weeks only without paying premiums during that period.

Reinstatement of Coverage

Eligible employees laid off, on leave of absence or on strike or dismissed and later reinstated will automatically be covered from the date of return to active service.

How to File a Claim

To file a claim:

1. Use the claims form provided to you by Great-West with your **last reimbursement** or obtain a dental claims form from your **supervisor**.
2. **Complete** Part 2 of **this** form and have your **dentist** complete Part 1.
3. Forward **the** duly completed form to the Great-West Life Assurance Company Claims **Office** serving your **province** of residence. A **list** of claims **offices** is provided at the end of **this** section and on the claims form.

You may also use the standard dental claims form. Make **certain**, however, to include a duly completed Part 1 of the VIA claims form.

The Great-West Life Assurance Company will **forward** payment either to you or to your dentist, depending upon the arrangements you make **with** your dentist. See Part 1 **of the** claims form.

A **separate** claims form is required for each patient and you may claim as **often** as you have dental expenses covered under the Plan. You must complete **a** claims form even if your first expense is less than the deductible amount of **\$35**.

Claims Offices of Great-West Life Assurance Company

Newfoundland PEI Nova Scotia New Brunswick Quebec	The Great-West Life Assurance Company Montreal Benefit Payment Office P.O. Box 400, Place Bonaventure 40 Dolbeau Montreal, Quebec H5A 1B9
Ontario Manitoba Saskatchewan Alberta British Columbia Yukon NWT	The Great-West Life Assurance Company Health and Dental Claims Centre P.O. Box 6030, Station Main Winnipeg, Manitoba R3C 3C8

Claims Disputes

You are responsible for the completion of all claims forms and furnishing proof of expenses incurred as deemed necessary and appropriate by the Great-West Life Assurance Company.

If you are denied all or any part of a claim by the Insurer, you will **receive** a notice in writing **detailing** the **reasons** for such denial and a description of any additional documents **necessary** to support the claim.

You have sixty **(60)** days **from the** date of denial to take action.

If the denial is owing to **reasons of eligibility**, take the matter up **with** Human Resources for review.

**FREE RAIL
TRANSPORTATION**