

**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**

**2010 – 2011 - 2012**

03030 (12)

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

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

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## **ARTICLE 1 DEFINITIONS**

**1.1** For the purpose of this Agreement:

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

- (h) "Temporary Vacancy" - a vacancy in a position caused by the regularly assigned employee being absent from duty or temporarily assigned to other duties.
- (i) "Deadheading" - employees travelling in non-revenue service.
- (j) "Run" - a round trip covered by an Operation of Run Statement.
- (k) "Reporting Time" - the time an employee is required to report for duty.
- (l) "Mutually Arranged (or mutually agreed)" - an agreement between the proper officer of the Corporation and the proper officer of the Union.  
  
"Locally Arranged" - an agreement between the local supervisory officer of the Corporation and the Local Chairperson of the Union.
- (m) "Work Day" - any part of a day in which service is performed.
- (n) "Cut-Off" - established time after which an employee may not book off as locally arranged.
- (o) "Release Time" - the time at which an employee is released from duty.
- (p) "Elapsed Time Enroute" - the total hours from reporting time to release time.
- (q) "Hearing" - a meeting called to review and evaluate the facts of a particular situation. Statements may or may not be taken.
- (r) "Investigation" - to gather all available relevant information pertaining to a particular situation.
- (s) The use of the masculine gender in this collective agreement includes the feminine and vice versa.
- (t) Emergency - includes Acts of God, derailments and other train service disruptions, last minute illness or injury to an employee, shortages or depletions of qualified employees after following the calling procedures found in Article 7, to satisfy and protect customer service need and demand.



## **ARTICLE 2**

### **RECOGNITION AND SCOPE**

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

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

## **ARTICLE 3**

### **DEDUCTION OF UNION DUES**

- 3.1** The Corporation shall deduct a set percentage from wages due and payable to each employee coming within the scope of this Collective Agreement. The percentage shall be set by the Union and payable every pay period, subject to the conditions and exceptions set forth hereunder.

- 3.2** The amount to be deducted shall be equivalent to the 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 percentage to deduct.
- 3.3** Employees filling positions of a supervisory or confidential nature not subject to all the rules of the agreement as may be mutually agreed between the designated officers of the Corporation and of the Union shall be excepted from dues deduction.
- 3.4** Membership in the Union signatory hereto shall be available to any employee eligible under the constitution of the Union on payment of the initiation or reinstatement fees uniformly required of all other such applicants by the local concerned. Membership shall not be denied for reasons of race, national origin, colour, religion or gender.
- 3.5** Deductions for new employees shall commence on the first pay period.
- 3.6** Employees filling positions in more than one wage agreement during a pay period will pay union dues under the wage agreement in which they are working on the day the dues are deducted.
- 3.7** Only payroll deductions now or hereafter required by law, deduction of monies due or owing the Corporation and pension deductions shall be made from wages prior to the deductions of dues.
- 3.8** The amounts of dues so deducted from wages accompanied by a statement of deductions from individuals shall be remitted by the Corporation to the officer or officers of the Union, as may be mutually agreed by the Corporation and the Union, not later than forty (40) calendar days following the pay period in which the deductions are made.
- 3.9** The Corporation shall not be responsible financially or otherwise, either to the Union or to any employee, for any failure to make deductions or for making improper or inaccurate deductions or remittances. However, in any instance in which an error occurs in the amount of any deduction of dues from an employee's wages, the Corporation shall adjust it directly with the employee. In the event of any mistake by the Corporation in the amount of its remittance to the Union, the Corporation shall adjust the amount in a subsequent remittance. The Corporation's liability for any and all amounts deducted pursuant to the provisions of this Article shall terminate at the time it remits the amounts payable to the designated officer or officers of the Union.

**3.10** The question of what, if any, compensation shall be paid the Corporation by the Union in recognition of services performed under this Article shall be left in abeyance subject to reconsideration at the request of either party on fifteen (15) days' notice in writing.

**3.11** In the event of any action at law against the parties hereto or either of them resulting from any deduction or deductions from payrolls made or to be made by the Corporation pursuant to Article 3.1, both parties shall cooperate fully in the defence of such action. Each party shall bear its own cost of such defence except that if at the request of the Union counsel fees are incurred these shall be borne by the Union. Save as aforesaid the Union shall indemnify and save harmless the Corporation from any losses, damages, cost, liability or expenses suffered or sustained by it as a result of any such deduction or deductions from payrolls.

**3.12** **The Corporation will pay monthly to the Union \$0.11 per compensated hour for each employee in the bargaining unit to reimburse Union Representatives for time off the job in the performance of union duties on behalf of employees within bargaining units at VIA represented by the Union.**

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

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

## **ARTICLE 4 HOURS OF SERVICE AND OVERTIME**

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

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

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

**Example:**

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

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

**Example:**

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

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

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

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

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

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

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

**Examples:**

1.

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

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

2.

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

**4.3** For the purpose of computing time worked by an employee during a four-week period, time shall be counted from 0001 hours on the first day of the period until midnight of the last day of the same period.

**4.4** (a) Assigned employees will not be required to perform work on another assignment to make up their guarantee for the basic four-week period.

(b) Assigned employees who are removed from their assignment to perform other service will be paid not less than the ORS hours of their assignment, if they have been prevented from taking out their regular assignment. In such case, all hours worked in excess of the trip missed on their assignment will be paid over and above their guarantee and included in the accumulation of hours under Article 4.2(b). If work is performed entirely during layover, except as referred to in Article 4.27, they shall be credited with actual time worked and such time will be paid over and above guarantee and included in the accumulation of hours under Article 4.2(b).

- 4.5** Assigned employees on a regular run who are held at their away-from-home terminal beyond the established layover period shall be credited with eight (8) hours for each 24-hour period, computed from expiration of their layover period, and actual time up to eight (8) hours for less than a 24-hour period. Time so credited will be applied against guarantee of the employees' assignments.
- 4.6** Assigned employees held out of service at a point enroute shall be credited with eight (8) hours for each 24-hour period or the actual time of up to eight (8) hours for less than a 24-hour period. Time so credited will be applied against guarantee of the employees' assignments.
- 4.7** Assigned employees held for service at their home terminal during layover shall be credited with eight (8) hours for each 24-hour period so held and actual time of up to eight (8) hours for less than a 24-hour period. If prevented from taking out their regular assignment, Article 4.4 will apply.
- 4.8** Employees may be used off their assignments in cases of emergency, temporary promoted positions or special assignments and they will be returned to their assignment as soon as practicable.
- 4.9** Employees laid off or displaced who choose to exercise their seniority rights or return after having exercised seniority rights will not be paid for deadheading but will be provided with free meals and sleeping accommodation.
- 4.10** Employees deadheading on a car or on a pass on railway business shall be credited with twelve (12) hours for each 24-hour period and actual time up to twelve (12) hours for less than a 24-hour period (time to be computed from reporting time to release time).
- 4.11** Spare employees will be governed by the ORS of a run for the period they are required to relieve regularly assigned employees, and the ORS shall not be altered or reduced.
- 4.12** Spare employees performing unassigned service will be paid on a minute basis with a minimum of four hours for each call for terminal duty, and a minimum of four hours for a one-way trip and 8 hours for a round trip.
- 4.13** Employees shall be allowed a minimum of 8 calendar days' layover at their home terminal for each designated four-week period.
- 4.14** Spare employees operated in extra service in one direction and returned deadhead to their home terminal will be compensated at the rate for the classification of the position worked on the going trip.

**4.15** If spare employees are returned to their home terminal in service in a higher classification than the one worked on the going trip, they will be compensated at the rate of pay for the higher classification.

**4.16** If spare employees are returned to their home terminal in service in a classification lower-rated than the one worked on the going trip they will be compensated at the rate of the classification worked on the going trip.

**4.17** Rest will be given in continuous periods and will not be split. Time deductions for rest periods will be as follows:

- (a) Cooks and Chefs - a maximum of eight (8) hours per night between 2200 hours and 0600 hours.
- (b) Service Managers and Service Coordinators and Assistant Service Coordinators:

Overnight Runs

- Elapsed time 12 hours or less - no rest
  - Elapsed time 12 - 24 hours - one night enroute - 5 hours rest
  - Elapsed time 24 - 36 hours - one night enroute - 6 hours rest
  - More than one night enroute - 6 hours rest per night enroute.
- (c) All other employees - a maximum of eight (8) hours per sixteen (16) hours of duty.
  - (d) If an assigned employee is required to work any part of his rest period, such hours will be paid over and above his guarantee and included in the accumulation of hours under Article 4.2(b).
  - (e) Regular sleeping car space shall be assigned and protected for regular assignments only (not as a result of adding additional equipment) and to be designated to each crew member at the start of the trip by the service manager, where operated. If employee loses his rest as a result of crew space not provided, such hours will be paid over and above guarantee and included in the accumulation of hours under Article 4.2(b).

**4.18** (a) Employees assigned to a special train (or sections thereof) or extra equipment attached to a regular train (or sections thereof) and employees used to augment regular crews shall be considered as employees assigned to a special movement.

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

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

**4.19** At turnaround or set-out points, time shall be computed as continuous where the interval of release from duty does not exceed two (2) hours.

**4.20** Employees entitled to sleeping accommodation while deadheading on railway business and not provided with sleeping accommodation shall be credited with up to eight (8) hours over and above compensation in accordance with Article 4.10.

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



**Example:**

**ORS**

**Delayed Operation**

Ex home terminal

1st day  
Ex home terminal

Arr distant terminal (R)

2nd day  
Arr distant terminal (R)

Ex distant terminal (R)

3rd day  
Ex distant terminal late (R)

Arr home terminal

4th day  
Enroute (N.R.)

Layover

5th day  
Enroute (N.R.)

Ex home terminal

6th day  
Enroute (N.R.)

Arr distant terminal (R)

7th day  
Enroute (R)

Ex distant terminal (R)

8th day  
Arr home terminal (R)

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

**4.22**

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

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

- (b) Assigned employees arriving at an away-from-home terminal after the established reporting time for the return movement of their assignment, as shown on the Operation of Run Statement, having been enroute for two (2) nights or more (i.e. between 2400 hours and 0700 hours) will not be required to return on their assignment unless there is a minimum period of eight (8) hours between arrival time inbound and actual train departure time for the return movement. If, under these circumstances, employees have been enroute for one (1) night only (i.e. between 2400 hours and 0700 hours), they will be returned on their assignment provided there is a minimum period of two (2) hours and thirty (30) minutes between arrival time inbound and actual train departure time for the return movement.

If no qualified employees are available to protect the service, the employee required to return on their assignment, despite qualifying under this Article, will have the return portion of the trip paid at time and one-half rates.

#### 4.23

- (a) Regularly assigned employees who have not lost their position in sequence of operation due to late arrival at their home terminal will be due out on their assignments on their normal departure day.
- (b) When the sequence of an operation is disrupted at the home terminal for whatever reason, such operation will be restored on a "first-in, first-out" basis and crews will continue in this sequence when normal operations are resumed.
- (c) When a regular assignment is temporarily suspended for whatever reason and is not abolished or cancelled as contemplated by Article 13.6, assigned employees will not be considered as held for service at their home terminal after expiration of their normal layover days.

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

#### 4.24

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

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

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

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

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

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

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

or -

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

or -

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

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

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

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

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

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

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

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

**4.27**

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

## ARTICLE 5 RATES OF PAY

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

CLASSIFICATION	JAN. 1/2010 WEEKLY / HOURLY	JAN. 1/2011 WEEKLY / HOURLY	JAN. 1/2012 WEEKLY / HOURLY
Service Manager (Transcontinental)	\$1,280.40 \$32.01	\$1,306.00 \$32.65	\$1,338.80 \$33.47
Service Manager (Corridor & Remote)	\$1,166.00 \$29.15	\$1,189.20 \$29.73	\$1,218.80 \$30.47
Service Coordinator	\$1,087.60 \$27.19	\$1,109.20 \$27.73	\$1,136.80 \$28.42
Chef	\$1,035.20 \$25.88	\$1,056.00 \$26.40	\$1,082.40 \$27.06
Assistant Service Coordinator	\$1,013.60 \$25.34	\$1,034.00 \$25.85	\$1,060.00 26.50
Activity Coordinator	\$1,013.60 \$25.34	\$1,034.00 \$25.85	\$1,060.00 26.50
Learning Coordinator	\$1,013.60 \$25.34	\$1,034.00 \$25.85	\$1,060.00 26.50
Cook	\$941.20 \$23.53	\$960.00 \$24.00	\$984.00 \$24.60
Senior Service Attendant	\$921.20 \$23.03	\$939.60 \$23.49	\$963.20 \$24.08

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

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

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

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

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

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

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

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

- 5.4** **Newly hired employees will be paid the highest provincial or federal wage rate per hour while in training.**

## **ARTICLE 6 LODGING AND LIVING EXPENSES**

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

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

- 6.2** Effective September 1, 2004, the meal allowance in lieu of free meals to employees covered by this Agreement will be increased to \$5.57 for Breakfast, \$6.38 for Luncheon and \$8.36 for Dinner. In addition these amounts will be increased by CPI on January 1, 2005 and January 1, 2006.

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

- 6.3** Employees will be provided with lodging accommodation at away-from-home terminals and sleeping accommodation during rest periods enroute.
- 6.4** Employees deadheading on corporate business will be provided with sleeping accommodation enroute, and meals, in accordance with Articles 6.1 and 6.2 as applicable.
- 6.5** (a) 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.
- (b) When the regular layover at distant terminals exceeds twenty-four (24) hours, or when employees arriving in extra service are held at the distant terminal in excess of twenty-four (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.
- 6.6** Employees assigned to special movements requiring stopovers enroute will be provided with meals or meal allowance in lieu thereof at regular meal periods commencing from time of arrival at such point, if meal service is not available.
- 6.7** Employees performing spare work in accordance with Article 7.2(vii) out of a home terminal where a spare board is not maintained will be provided with meals or a meal allowance in lieu thereof while at that point following expiration of eight (8) hours from the time of their first arrival there.

## **ARTICLE 7 SPARE BOARD**

- 7.1** Spare boards for employees covered by this Agreement will be maintained at Halifax, Moncton, Montreal, Toronto, Winnipeg, Vancouver and other points as may be agreed upon and classification lists shall be set up in accordance with local requirements.



## 7.2

A spare board classification list will have a maximum of five classifications as agreed upon between the designated corporate officer and the Local Chairperson, and will list names of senior unassigned employees (to operate on the "first-in, first-out" principle) who will be required to protect the following services:

- (i) Newly created temporary positions and temporary vacancies in regularly assigned positions considered to be of less than thirty (30) days' duration on a trip by trip basis.
- (ii) Standby or terminal duty (except as specified in Article 4.27). Standby employees required for road service after the cut-off time will be assigned in their spare board order.
- (iii) Relief for annual vacations, including additional layover continuous therewith.
- (iv) Additional monthly layover in assigned positions at home terminal (if such monthly layover has not been made part of an assignment).
- (v) Extra road service, including augmenting of crews.
- (vi) Such other work as agreed upon between the designated officer of the Corporation and the Local Chairperson.
- (vii) Spare work out of home terminals where spare boards are not maintained. Spare employees may be required to make a maximum of three (3) round trips out of such terminals and if held in excess of this number they shall be credited with eight (8) hours for each 24-hour period between each trip out of such home terminal in excess of three (3), and actual time up to eight (8) hours for less than a 24-hour period, such time shall be computed from expiration of eight (8) hours after release from duty. Employees will be advised, prior to leaving their home station, the expected number of round trips they will be required to make out of home terminals where spare boards are not maintained.

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

## 7.3

Employees who have elected to operate from the spare board, and who have been qualified to work in more than one position, will be required to declare in writing the specific positions in which they will be listed for spare board call.

**7.4** Employees carried on the spare board will only be subject to call for the positions in which they are qualified to work and for which they have declared themselves to be available, on a "first-in, first-out" basis. In cases of emergency these employees will be called for positions in which they may be qualified, but for which they have not declared themselves available. Employees used in emergency situations shall have their names, positions used, the nature of the emergency, and hours indicated on the daily spare board list.

**7.5** Employees who desire to operate in another classification on the spare board providing they are qualified may do so, on submission of written notice to the designated officer of the Corporation 48 hours prior to the first day of each four-week period.

**7.6** (a) Spare employees at away-from-home terminals will be used on a one-way movement in the homeward direction in preference to the spare employees operating out of that terminal; "first-in, first-out" principle to apply, or seniority to govern if more than one employee arrives on the same train.

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

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

**7.7** (a) Hours of call shall be established in accordance with service requirements. The names of employees will not be dropped to the bottom of the spare board if they are not available for a call outside the call hours locally agreed upon.

(b) If employees cannot be contacted during call hours, their names will be placed at the bottom of the spare board as at midnight that day.

(c) If employees refuse a call, their names will remain off the spare board, until the earliest time the employees who were assigned to the run would return, at which time their names will be placed at the bottom of the spare board in the order they would have arrived.

(d) If employees refuse a call or cannot be contacted during call hours for standby or terminal duty only, their names will be placed at the bottom of the spare board as at midnight that day.

## 7.8

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

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

- (d) When the entire spare board is exhausted of qualified employees, qualified laid-off employees will be called in seniority order. If qualified laid-off employees are not available, qualified employees on the outgoing crew will be promoted to fill such assignments (senior may, junior must). Employees so promoted will be compensated at the higher classification for the ORS hours of the trip in the direction(s) worked or actual hours worked, whichever is greater; the difference in earnings will be paid at straight time over and above the guarantee of the employee if any. Vacant positions resulting from the promotions will be filled in accordance with the normal calling procedures. If no employee on the outgoing crew is so promoted, the position will be filled in the following order:
- (1) Qualified assigned employees who have declared themselves, in writing, as available for work during layover, including additional layover, in seniority order providing the assignment can be completed during such layover days and the rate of pay for the classification required is equal to or higher than their assigned position.
  - (2) Other qualified assigned employees on layover, including additional layover, in seniority order, providing the assignment can be completed during such layover days and the rate of pay for the classification required is equal to or higher than their assigned positions.
  - (3) Qualified spare board employees whose names have been removed account having accumulated 160 hours in the basic four-week period. In such instances, employees with the lesser number of hours will be assigned. In the event there are two or more employees with the same number of hours, the "first-in, first-out" principle will apply.

**7.9** Spare employees arriving at home terminal will be assigned to the spare board in the order in which they arrive. If more than one (1) employee returns on the same day and hour, the order of their seniority will govern.

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

- 7.11**
- (a) Spare employees will be returned to the spare board in accordance with Articles 7.9 and 7.10 and will not be called until expiration of their rest period except in event of emergency.
  - (b) Spare employees, may, on signed request, have a layover period for rest (at home terminal) after revenue or deadhead service not exceeding in total the compensated hours for their last round trip in Transcontinental Service and twice the compensated hours in other than Transcontinental Service except in event of emergency.
  - (c) If a spare board employee books rest on arrival at the home terminal thereby causing the loss of a trip, his guarantee shall nonetheless be protected, provided that the spare board employee filling such trip was required to report for duty within ten hours from the time he booked rest (or fourteen hours from the time he booked rest if he had been on a trip for more than twenty-four hours).

Notwithstanding the above, spare board employees with a guarantee will be assigned 8 days off in a 28-day schedule.

**7.12** When filling a temporary vacancy in a regular assignment, spare employees shall be governed by conditions of the appropriate Operation of Run Statement and they shall revert to the bottom of the spare board as per Articles 7.9 and 7.10.

**7.13** Spare board lists will be posted each morning in the Reporting Office, showing names of all employees on the spare board, their incoming and outgoing trains and total hours to their credit as of midnight the previous day. Spare employees returning from leave of absence or vacation will be placed at the bottom of the spare board at the time they report for duty.

**7.14** Regularly assigned employees will not be permitted to book off after the established "cut-off" time without the permission of the Corporation.

**7.15** If regularly assigned employees are permitted to book off after the "cut-off" period, and the employee "first-out" cannot be contacted on short notice, employees on standby will be assigned in their order on the spare board and, if necessary, available spare board employees who have accumulated less than 144 hours in their basic four-week period may be assigned. Under such circumstances, the employees who could not be contacted will not lose their turn on the spare board.

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

## **ARTICLE 8 GENERAL HOLIDAYS**

- 8.1** 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.

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

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

**8.2** 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 thirty (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 subsequently qualifies for weekly sickness benefits because of illness on such holiday; a regularly assigned employee who is required to work on such general holiday shall be given an advance notice of four calendar days, except for unforeseen exigencies of the service, in which case he will be notified not later than the completion of his shift or tour of duty immediately preceding such holiday that his services will be required. The holiday pay for employees in receipt of weekly sickness benefits is deemed to be included in the weekly sickness benefits.
- (c) must be entitled to wages for at least twelve (12) shifts or tours of duty during the thirty (30) calendar days immediately preceding the general holiday. The number of shifts or tours of duty worked during the thirty (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 twelve (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 twelve (12) calendar days during the thirty (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 eight (8) hours' pay at the straight time rate of his regular assignment.

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

**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 eighteen (18) days worked during the preceding calendar year, with a maximum of fourteen (14) days' vacation under Article 9.2 hereof.

**9.2** Subject to the provisions of Note 1 below, an employee who, at the beginning of the calendar year, has maintained a continuous employment relationship for at least three (3) years, shall have his vacation scheduled on the basis of one calendar 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.

**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 day's 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 year's 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** (a) Provided an employee renders compensated working service in any calendar year, time off duty account bona fide illness, injury, union business in accordance with Article 17.2, 17.3 and 17.4, called to court as a witness, or for uncompensated jury duty, not exceeding a total of 150 days in any calendar year, shall be included in the computation of service for vacation purposes.
- (b) An employee who takes an authorized leave of absence for maternity and/or parental in accordance with the terms and conditions of the Canada Labour Code, Part III shall have such period included in the computation of service for vacation purposes.
- 9.12** Vacation days shall be exclusive of the general holidays specified in Article 8.
- 9.13** A spare employee's 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 twice at the employee's discretion, provided it does not cause the Corporation to incur any additional expense in the protection of guarantee or otherwise. If the employee does not elect to split his vacation, it shall be continuous. Applicants will be advised in February of dates allotted them, and unless otherwise locally arranged, employees must take their vacation at the time(s) allotted.**

**9.20** 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** Notwithstanding Article 12.1 and Article 12.3, the Manager responsible for vacation allotment and the Local representative or his/her delegate will meet in November each year to review vacation scheduling in order to, as far as practicable, make local arrangements to carry on work while members are on vacation without incurring additional expense for the Corporation.

## **ARTICLE 10 SENIORITY GROUPING**

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

VIA Atlantic  
VIA Quebec  
VIA Ontario  
VIA West

## **ARTICLE 11 SENIORITY STATUS AND LISTS**

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

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

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

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

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

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

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

**11.5** When two or more employees commence work on the same day, the procedure for establishing their relative seniority shall be as follows:

(a) When the employees commenced work at the same hour, the order in which employees were scheduled for the interview will determine the seniority order. The National or Regional representative shall, upon request, be furnished with the time and date of such interview. The information will be placed on the employee's file.

(b) 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) PERMANENT POSITIONS**

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

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

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

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

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



## 11.6 (b) TEMPORARY POSITIONS

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

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

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

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

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

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



## **11.6 (c) TEMPORARY TRAINING INSTRUCTOR**

Effective June 26, 2010, an employee holding seniority under this agreement and who is presently filling or who may in the future be promoted to an official or excepted position as Temporary Training Instructor with the Corporation which is excepted from any provision or any Collective Agreement will have his or her name continued on the seniority list of the group for a period of twelve (12) months from which promoted at his or her home seniority group and will retain seniority rights and continue to accumulate seniority while so employed. The Corporation will notify the Regional representative of such promotions.

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

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

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

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

## **11.7 Employees awarded in-charge positions as:**

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

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

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

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

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

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

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

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

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

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

## **ARTICLE 12**

### **BULLETINING AND FILLING OF POSITIONS**

**12.1** 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.
- (b) The Corporation may canvass spare board employees up to the junior employee with M.O.E., in seniority order, to fill any vacancy known to be 28 days or more. Spare board employees without M.O.E. may refuse the vacancy. In the event no senior employee with or without M.O.E. accepts the vacancy, the junior spare board employee with M.O.E. will be forced to the vacancy. (Senior may, junior must).

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

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

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

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

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

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

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

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

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

- 12.15** (a) Employees returning after leave of absence shall resume their former positions, or may apply in writing within 5 calendar days thereafter to exercise their seniority, if qualified, to any positions bulletined during such absence. Employees thereby displaced shall be permitted to exercise their seniority within 5 calendar days of the date of displacement to any positions they are qualified to fill.
- (b) Employees returning after vacation shall resume their former positions or may apply in writing prior to the date on which they are due out on their former position or returned to the spare board, to exercise their seniority, if qualified, to any positions bulletined during such absence, including layover days preceding the vacation period. Such regularly assigned employees shall be protected by guarantee providing they take up their new assignment within the first cycle of operation of the run of their choice commencing from the date of selection.

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

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

**12.18** An employee who is removed from his regular assignment, or is restricted from working a particular classification on the spare board as a result of a disciplinary measure, will be required to operate from the spare board in another classification for the first 24 months of service after the discipline was assessed, but will be permitted to apply for any work in another classification.

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

**ARTICLE 13**  
**STAFF REDUCTION, DISPLACEMENT**  
**AND RECALL TO SERVICE**

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



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



## **ARTICLE 14**

### **TRANSFERS**

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

## **ARTICLE 15**

### **UNIFORMS**

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

- 15.3** Employees required to wear protective clothing (such as rubber gloves, aprons) will receive such clothing without cost to the employees. Such protective clothing will be maintained by the Corporation.
- 15.4** An employee who is required by the Corporation to wear safety footwear and was in service at the beginning of the calendar year, has rendered active service during the year, and holds an employment relationship, will be entitled to a safety footwear allowance of \$125 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).
- 15.5** All employees leaving the Corporation are requested to remove all VIA logos, crests, and buttons from their uniforms and return the VIA identification to their Manager. This condition applies to all uniform items, both cost sharing and free issue articles. New, unused articles of the uniform must be returned to VIA.

## **ARTICLE 16**

### **TRAINING**

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

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

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

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

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

## **ARTICLE 17**

### **LEAVE OF ABSENCE AND FREE TRANSPORTATION**

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

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

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

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

**ARTICLE 18**  
**REPORTING AND DETENTION TIME**

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

**ARTICLE 19**  
**ATTENDING COURT**

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

**ARTICLE 20**  
**HELD FOR INVESTIGATION OR CORPORATION BUSINESS**

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

**ARTICLE 21**  
**PRESERVATION OF RATES**

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

**ARTICLE 22**  
**SERVICE LETTERS**

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

## **ARTICLE 23**

### **COMPOSITION AND ADJUSTMENT OF CREWS**

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

## **ARTICLE 24**

### **DISCIPLINE AND GRIEVANCE PROCEDURE**

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



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



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

## **GRIEVANCE PROCEDURE**

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

### **Step 1**

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

### **Step 2**

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

### **Step 3**

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

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

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

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

## **ARTICLE 25**

### **FINAL SETTLEMENT OF DISPUTES**

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

## **ARTICLE 26**

### **HEALTH AND WELFARE**

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

## **ARTICLE 27**

### **BEREAVEMENT LEAVE**

**27.1** Provided an employee has not less than three (3) months' cumulative compensated service, he will be granted bereavement leave without loss of regular pay as follows:

- (a) five (5) consecutive days, upon the death of the employee's parents, child (including still-born child) or spouse;
- (b) three (3) consecutive days, upon the death of his brother, sister, step-child, step-parent, mother-in-law, father-in-law, brother-in-law, sister-in-law, grandparents or any relatives permanently residing in the employee's household or with whom the employee resides.

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

**27.2** An employee on vacation who suffers the loss of a family member as set out within this Article shall have the right to terminate (temporarily) his/her vacation and be granted bereavement leave. The employee shall immediately inform the Corporate office in charge and will continue his vacation if within his scheduled dates. If the remaining vacation falls outside the employee's scheduled dates, such vacation will be rescheduled as may be mutually agreed between the proper officer of the Corporation and the authorized local Union representative.

## **ARTICLE 28**

### **GENERAL**

- 28.1** Employees who do not handle Corporate revenue who resign or are discharged will be paid off within 72 hours (Saturdays, Sundays and general holidays excepted), providing all corporate property is turned in.
- 28.2** Employees handling Corporate revenue will be paid after Audit Office clearance is received and other Corporate property is turned in.
- 28.3** Employees transferred by the Corporation due to a change of home terminal will receive free transportation for themselves, dependent members of their family and the cost of a truck rental, gasoline, and insurance in line with the Corporation's regulations.
- 28.4** Employees exercising seniority rights to a position which necessitates a change of residence will receive free transportation for themselves, dependent members of their family, and the cost of a truck rental, gasoline and insurance, in accordance with the Corporation's regulations. Such free transportation under these circumstances will not be allowed more than once in a 12-month period. A free billing order to cover transportation of furniture and effects must be applied for and issued before shipment is arranged by employees.
- 28.5**
- (a) Service Attendants required to clean cars at layover points during off-duty periods where regular car cleaning facilities are not available will be allowed a minimum 1 hour for each car cleaned.
  - (b) Employees on intercity trains who are required to clean cars enroute and at major stations during regular on-duty periods will be allowed a minimum of 15 minutes, over and above the guarantee and included in the accumulation of hours under Article 4.2(b) or 4.2(f) as the case may be, for each car cleaned, in addition to regular pay for the trip. Employees will not be held on duty after arrival at their home or distant terminal, to do such cleaning. For the purpose of this section, intercity trains shall mean all trains operating within the Quebec-Windsor corridor.
  - (c) When there is more than one employee on the car, the designated officer of the Corporation will assign the employee to perform this work.

- 28.6** (a) When an employee is short paid seventy-six dollars (\$76.00) or more, on request of the employee, a voucher will be issued equal to the outstanding amount within 72 hours following the scheduled pay day, excluding Saturdays, Sundays and statutory holidays.
- (b) In the event the employee received payment for eighty (80) hours within the pay period, the voucher for the outstanding amount will be issued in the following pay period.
- (c) The sum specified in paragraph (a) herein will be adjusted to reflect future general wage increases.
- 28.7** Where an automobile mileage allowance is paid, such allowance shall be 40 cents per 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 dependants will be granted pass privileges in accordance with the Corporation's regulations, for the period that they remain employees of the Corporation.
- 28.11** It is agreed that there shall be no discrimination or harassment towards an employee by management personnel or by another employee based on race, national or ethnic origin, colour, religion, age, sex, sexual orientation, marital status, family status, disability or conviction for which a pardon has been granted.

The prohibited grounds of discrimination and harassment are defined and interpreted in accordance with the Canadian Human Rights Act.

It is further agreed that management personnel instructing an employee to perform duties or directing their work is not discrimination or harassment unless based on one or more of the prohibited grounds.

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

The parties agree once language verification and translation have been completed, the Corporation will immediately post the Collective Agreement #2, Letters of Understanding, Benefits Plans, Health and Safety Agreement, LTD, ESIMA, etc. on its intranet (iVIA) site.

The parties agree once language verification and translation have been completed, the Corporation will immediately survey all Collective Agreement #2 employees to confirm their desire to receive, either printed booklets or CD versions of, Collective Agreement #2, Letters of Understanding, Benefits Plans, Health and Safety Agreement, LTD, ESIMA, etc.

The parties agree once language verification and translation have been completed, the Corporation will immediately send an updated copy of the Collective Agreement #2, Letters of Understanding, Benefit Plans, Health and Safety Agreement, LTD, ESIMA, etc. in electronic format and printed booklets in (8.5 x 10 ) format to the National Council 4000 and Local Chairperson.

At the time of hiring, all new employees will be surveyed to confirm their desire to receive, either Printed Booklets or CD versions of Collective Agreement #2, Letters of Understanding, Benefits Plans, Health and Safety Agreement, LTD, ESIMA, etc.

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

- 28.13** Upon request from the Union, the Corporation will provide one (1) designated Representative of the Union in September of each year with a list of employees governed by this Agreement, which shall include the employees' home address and telephone number. The authorized Union Representative must make this request in writing.
- 28.14** Any Union employee experiencing personal problems shall be entitled to utilize the services of the VIA E.A.P. Plan, as the provisions of that Plan dictate.

## **ARTICLE 29**

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

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

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



## **ARTICLE 30 JURY DUTY**

- 30.1** An employee who is summoned for jury duty and is required to lose time from his assignment as a result thereof, shall be paid for actual time lost with a maximum of one basic day's pay at the straight time rate of his position for each day lost, less the amount allowed him for jury duty for each such day excluding allowances paid by the court for meals, lodging or transportation, subject to the following requirements and limitations:
- (a) An employee must furnish the Corporation with a statement from the court of jury allowances paid and the days on which jury duty was performed.
  - (b) The number of working days for which jury duty pay shall be paid is limited to a maximum of 120 days in any calendar year.
  - (c) No jury duty pay will be allowed for any day for which the employee is entitled to vacation or general holiday pay. An employee who has been allotted his vacation dates will not be required to change his vacation because he is called for jury duty.

## **ARTICLE 31 PENSION PLAN WIND UP**

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

## **ARTICLE 32 LIFE INSURANCE UPON RETIREMENT**

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

**ARTICLE 33  
DENTAL PLAN**

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

**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 26, 2010**

**ARTICLE 35  
PAID MATERNITY LEAVE**

- 35.1** During her maternity leave, an employee is entitled to maternity leave payments in an amount equal to 85% of her weekly base pay up to a maximum of 20 weeks. If during that period the employee is entitled to receive any benefits, like Employment Insurance maternity benefits, the amount of such benefits will reduce the amount to be paid by the Corporation.
- 35.2** In case of health risk during pregnancy, the Corporation must provide an appropriate alternative job within Agreement No. 1. If this is not possible, preventative leave with no loss in wages or benefits will be provided to the employee.
- 35.3** In finding such alternative appropriate work, the Corporation will not displace any employee with two or more years of service.
- 35.4** An employee who is the biological parent of a new born child or an employee who commences legal proceedings to adopt a child and the child comes under his or her care will be entitled to a leave of absence without pay in accordance with the terms and conditions of the Canada Labour Code Part III.
- 35.5** The maternity leave and parental leave combined cannot exceed 52 weeks. Such leave of absence shall not affect the employee's seniority. Employees must buy back their pension for that year.
- 35.6** On the occasion of the birth of a male employee's child, they shall be granted one day's leave with full pay.

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

Signed at Montreal, Quebec, this **2<sup>nd</sup>** day of **November 2010**.

**FOR THE UNION:**

**FOR THE CORPORATION:**

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**Bob Fitzgerald**  
**President, National Council 4000**  
**CAW/TCA Canada**

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

## **APPENDICES**

## APPENDIX 1

### LETTER ON CONTRACTING OUT

May 14, 1987

Our File: 25-8315-1

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

Dear Mr. McGrath:

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

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

- (1) when technical or managerial skills are not available from within the Railway; or
- (2) where sufficient employees, qualified to perform the work, are not available from the active or laid-off employees; or
- (3) when essential equipment or facilities are not available and cannot be made available from Railway-owned property at the time and place required; or
- (4) where the nature or volume of work is such that it does not justify the capital or operating expenditure involved; or

- (5) the required time of completion of the work cannot be met with the skills, personnel or equipment available on the property; or
- (6) where the nature or volume of the work is such that undesirable fluctuations in employment would automatically result.

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

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

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

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

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

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

Yours truly,

A.D. Andrew  
Director, Labour Relations

## **APPENDIX 2**

**INTENTIONALLY LEFT BLANK BY THE PARTIES**



## **APPENDIX 3**

### **ORGANIZATIONAL CHARTS**

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

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



## ORGANIZATIONAL CHART FOR

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

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

**NOTE:**

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

## ORGANIZATIONAL CHART FOR

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

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

**NOTES:**

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

## ORGANIZATIONAL CHART FOR

Train #: 1  
Peak

From: Winnipeg

To: Vancouver

Train #: 2

From: Vancouver

To: Winnipeg (PEAK)

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

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



## ORGANIZATIONAL CHART FOR

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

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

**NOTE :**                      \*Assists in meal service when required.





## ORGANIZATIONAL CHART FOR

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

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

**NOTES:**

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

## ORGANIZATIONAL CHART FOR

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

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

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



## ORGANIZATIONAL CHART FOR

Train #: 15-17  
Off Peak

From: Moncton-Gaspé

To: Montreal

Train #: 14-16

From: Montreal

To: Gaspé-Moncton

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

**NOTE:**

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

## ORGANIZATIONAL CHART FOR

Train #: 15-17  
Peak

From: Moncton-Gaspé

To: Montreal

Train #: 14-16

From: Montreal

To: Gaspé-Moncton

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

**NOTE:**

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

## ORGANIZATIONAL CHART FOR

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

<b>Car Consist</b>	<b>Crew Consist</b>
<b>L.R.C.</b>	
Club	Senior Service Attendant
Coach	Service Attendant
Coach	

## ORGANIZATIONAL CHART FOR

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

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



## ORGANIZATIONAL CHART FOR

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

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

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

## ORGANIZATIONAL CHART FOR

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

Car Consist	Crew Consist
<b>L.R.C.</b>	
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	
Café Bar Lounge	(MTL)	Toronto	Senior Service Attendant
Dayniter (over NHE Club)	(MTL)	Toronto	
Sleeper	(MTL)	Toronto	Senior Service Attendant
Sleeper	(MTL) except Sat.	Toronto	
Sleeper	(MTL) Sun.	Toronto	

**NOTES:**

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



## ORGANIZATIONAL CHART FOR

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

Car Consist	Crew Consist
<b>L.R.C.</b>	
Club	Senior Service Attendant
Coach	Senior Service Attendant
Coach	Senior Service Attendant
Coach	Senior Service Attendant
Coach	Senior Service Attendant
Club Deluxe	Senior Service Attendant Service Attendant*

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

## ORGANIZATIONAL CHART FOR

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

<b>Car Consist</b>	<b>Crew Consist</b>
Club	Senior Service Attendant
Coach	
Café Coach	Senior Service Attendant
Coach	
Café Coach	Senior Service Attendant
Coach	
Coach	

## ORGANIZATIONAL CHART FOR

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

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

## ORGANIZATIONAL CHART FOR

Train #: 93                                      From: Winnipeg      To: Churchill

Off Peak

Train #: 92                                      From: Churchill      To: Winnipeg

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

### NOTES:

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



## ORGANIZATIONAL CHART FOR

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

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

**NOTES:**

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

## ORGANIZATIONAL CHART FOR

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

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

<b>Car Consist</b>		<b>Crew Consist</b>
Baggage	Cochrane	
Coaches	Cochrane	
Café Coach Lounge	Kapuskasing	Senior Service Attendant
Sleeper	Kapuskasing	Senior Service Attendant*

### NOTES:

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

## ORGANIZATIONAL CHART FOR

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

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

**NOTE:**

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



## APPENDIX 4

### LETTER CONCERNING ASSIGNED EMPLOYEES OPERATING FROM SPARE BOARD

March 6, 1986

Our File: 25-8315-1-2

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

Dear Mr. Stol:

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

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

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

Yours truly,

(signed A. Gagné)

A. Gagné  
Director, Labour Relations

I Concur:

(signed T.N. Stol)

T.N. Stol

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

## APPENDIX 5

### LETTER CONCERNING PROTECTING GUARANTEE – BEREAVEMENT LEAVE

March 6, 1986

Our File: 25-8315-1-2

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

Dear Mr. Stol:

During negotiation of the renewal of Collective Agreement No. 2 you had expressed a desire to have Bereavement Leave for regularly assigned employees to be taken without disruption of their guarantee. You were assured that the Corporation would 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.

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

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

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

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

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

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



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

**LETTER CONCERNING REHABILITATION OF PHYSICALLY DISABLED EMPLOYEES**

Montreal, Quebec  
March 5, 1982

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

(To be signed with  
Individual Bargaining Unit)

Dear Mr. Hunter:

This has reference to discussions during current contract negotiations with respect to the railways' proposal regarding the desirability of undertaking special arrangements for an employee who becomes 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.

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

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

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

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

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

Yours truly,

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

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

I CONCUR:

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

## APPENDIX 8

### LETTER CONCERNING PROTECTION OF GUARANTEE UNDER COLLECTIVE AGREEMENT VS SPECIAL AGREEMENT

May 1, 1986

Our File: 25-8315-1-2

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

Dear Mr. McGrath:

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

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

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

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

Yours truly,

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

AG/pg

## APPENDIX 9

### DUTIES & RESPONSIBILITIES

#### Service Manager

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

- Alters individual 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 re train delays, time changes, etc. to employees and passengers.
- Collaborates with Train Conductor re second stops, unscheduled stops, unusual incidents impacting of safer operation of train, etc.
- Collaborates with Service Coordinator to ensure service to passengers available in both “Official Languages”.
- Provides on-the-job guidance and counselling to newly appointed Service Coordinators and Senior Service Attendants.
- Participates in the revenue and expense budget process (preparation and analysis) for trains operated under their jurisdiction.
- Prepares and/or collects employee performance reports at end of each trip, ensuring individual employees receive appropriate feedback.
- Resolves, to the best of his/her ability, all matters related to customer complaints and/or potential complaints as well as employee – customer and/or employee – employee differences.
- At end of trip, provides Service & Sales Supervisor with a detailed written account (log) of his/her assessment of the trip.
- Other related duties as assigned by Service & Sales Supervisor.

## **Service Coordinator**

- Reports to Service Manager (where operated) or Service & Sales Supervisor for briefing re service changes, transportation advices, revenue targets, subordinate employees' work records and assignment of individual activity cards for Assistant Service Coordinator and Service Attendants.
- Briefs Assistant Service Coordinator, Chef and Service Attendants at their reporting times re their own work requirements (activity cards). Briefing will also cover relevant information pertaining to service changes, transportation advices and revenue targets.
- Collects transportation and sells cash fares in sleeping cards and dayneters as and when required.
- Entrains and detrains in sleeping cars and dayneters as and when required.
- Directs the requisitioning of refreshment, food and equipment supplies for meal service and sleeping cars.
- Supervises the loading, unloading and rotation of supplies in meal service cars.
- Directs the activities of Assistant Service Coordinator and Service Attendants in meal service (dining room, pantry and kitchen), dayneters and sleeping cars.
- Alters individual employees' activity cards, when necessary, to meet unexpected fluctuations in service demands, justifying these changes to the Service Manager.
- Directs and coordinates meal sitting for meal service cars.
- Provides meal and refreshment service in meal service cars on an as required basis.
- Collaborates with Service Manager to ensure service to passengers in both "Official Languages".
- Provides on-the-job guidance and counselling to newly appointed Assistant Service Coordinators and Service Attendants.
- Prepares performance reports at end of each trip for each employee under his/her jurisdiction, ensuring employees receive appropriate feedback.
- Collects and remits all company revenues derived from meal service and sleeping car operations.

- At regular intervals, checks performance of subordinate positions to ensure service standards are maintained and takes appropriate action as warranted (incl. positive reinforcement).
- Collaborates with Service Manager in the resolution of complaints and/or potential complaints emanating from meal service or sleeping cars.
- At end of trip, provide Service Manager (where operated) or Service & Sales Supervisor with a verbal and/or written account of his/her assessment of services provided under his/her jurisdiction.
- Other related duties as assigned by Service Manager or Service & Sales Supervisor.

### **Chef**

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



## **Cook**

- Reports to Chef or Service Coordinator for briefing re work assignment (activity card) and service changes.
- Assists with requisitioning, storing, rotating and unloading of supplies for kitchen area of meal service cars.
- Washes all main entrée platters.
- Assists Service Attendants with washing and sanitizing of cutlery, glasses, dishes.
- Assists with preparation, plating and garnishing of all food emanating from kitchen area of meal service cars.
- Assists with maintenance of kitchen area in meal service cars in clean and tidy condition.
- Other related duties as assigned by Chef or Service Coordinator.
- Note: When operated without Chef, assumes direct responsibility for all activities in kitchen area of meal service cars

## **Assistant Service Coordinator**

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

- Canvasses and takes reservations for meal sittings for meal service cars as directed by Service Coordinator.
- Makes all bilingual announcements re train delays, time changes and meal sittings throughout train.
- Assists Service Manager and Service Coordinator with provision of service to passengers in both “Official Languages”.
- Administers first-aid and/or oxygen, when required, to passengers or employees.
- Prepares requisitions for refreshment, food and equipment supplies for meal service and sleeping cars.
- Assists with reception of passengers and service of meals and refreshments in meal service cars.
- Assists in pantry of meal service cars, as and when required.
- Assists in sleeping cars with preparation of reserved accommodation space for daytime and night occupancy.
- Patrols sleeping cars and dayneters when Service Attendants on rest periods.
- Provides snack and/or refreshment service in relief of Senior Service Attendants during their meal and/or regular rest periods.
- Assumes duties of Service Coordinator in meal service cars when the latter is required in other areas of the train.
- Other related duties as assigned by Service Coordinator.

### **Learning Coordinator – Easterly Class**

- Reports to Service Manager for briefing re safety service issues, special requests service changes, transportation advices, revenue targets and work assignments (activity cards)
- Responsible for the delivery and service coordination of all presentations and activities for Easterly Class passengers
- Ensure the care and comfort of Easterly Class passengers. Identifies customer needs through a proactive approach

- Liaison with tour leaders to identify group needs and special requests
- Provides tourism information, brochures, guides, etc.
- Assists Service Manager with providing “Welcome Aboard” reception at major terminals for all Easterly class passengers
- Conducts emergency procedures and safety briefings with Easterly class passengers
- Ensure car set-up, cleanliness and safety and hygiene, and maintains car and work area in a clean and tidy condition.
- Loads, stores, rotates and unloads all supplies for Activity car.
- Entrains and detrains passengers in the Easterly Activity car
- As required makes all bilingual announcements re train delays, time changes and meal sittings to passengers.
- Assists Service Manager with provision of service to passengers in both “Official Languages”.
- Provides snack and refreshment service
- May be required to coordinate meal sittings with Service Coordinator for Easterly Class passengers.
- Administers first-aid and/or oxygen, when required, to passengers or employees.
- Conducts briefings and supervises Senior Service Attendants assigned to Easterly Class sleeping cars.
- Prepares requisitions all food, refreshment and equipment supplies for Activity car.
- Prepares sleeping car space for daytime and night occupancy.
- Resolves all service matters to the best of their ability.
- Collects/reports revenue and supplies.
- Responsible for the safekeeping and remittance of revenue, (including the safekeeping of inventory items charged to the car).
- Other related duties as assigned by the Service Manager

### **Activity Coordinator – Silver And Blue**

- Reports to Service Manager and Service Coordinator for briefing re service changes, transportation advices, revenue targets and work assignments (activity cards).
- Responsible for the delivery and service coordination of all presentations and activities for Silver and Blue passengers.
- Provides pre-departure refreshment and coffee service and/or continental breakfast, if required.
- Ensure the care and comfort of Silver and Blue passengers. Identifies customer needs through a proactive approach
- Liaison with tour leaders to identify group needs and special request
- Provides tourism information, brochure, guides, etc.
- Assists Service Manager with “Welcome Aboard” reception at major terminals for all Silver and blue class passengers.
- Conducts emergency procedures and safety briefings with Silver and Blue passengers
- Ensure car set-up, cleanliness and safety and hygiene, and maintains car and work area in a clean and tidy condition.
- Loads, stores, rotates and unloads all supplies for Activity cars.
- Entrains and detrains passengers
- Responsible for en route announcements re train delays, time changes and meal sittings to passengers.
- Responsible for organizing activities and selling souvenirs
- Provides snacks, and refreshments service as required.
- May be required to coordinate meal sittings with Service Coordinator for Silver and Blue Class passengers.
- Assists with reception of passengers and service of continental breakfast in Activity car for overflow passengers.

- Ensures that the timeliness of the meal service fits the OTP of the train, communicating with others as required and informing the Service Coordinator of any changes.
- Prepares requisitions for all food, refreshment and equipment supplies for Activity cars.
- Resolves all service matters to the best of their ability.
- Collects/reports revenue and supplies.
- Responsible for the safekeeping and remittance of revenue, (including the safekeeping of inventory items charged to the car).
- Administers first-aid and/or oxygen, when required, to passengers or employees.

Other related duties as assigned by the Service Manager and Service Coordinator.

### **Senior Service Attendant**

- Reports to Service Manager (where operated) or Service & Sales Supervisor for briefing re service changes, transportation advices, revenue targets and work assignments (activity cards).
- Entrains and detrains in sleeping car, sleeper lounge, dayniter, club and club deluxe cars.
- Collects transportation and sells cash fares in sleeping car, sleeper lounge, club and club deluxe cars.
- Provides take-out and sit down snack service and/or refreshment service in snack, lounge, sleeper lounge, club and LRC coach cars.
- Provides full meal and refreshment service in club deluxe cars.
- Collects and remits company revenue for sleeping car, sleeper lounge, snack, lounge, club, club deluxe and LRC coach cars.
- Directs the activities of Service Attendants when operated as second person in Club Deluxe cars or supplementary cart service provided from snack car.
- Requisitions all food, refreshment and equipment supplies for cars in which he/she operates.
- Loads, stores, rotates and unloads all supplies for cars in which he/she operates.

- Maintains cars and/or work areas for which responsible in a clean and tidy condition.
- Provides service in sleeping car, sleeper lounge, snack, lounge, club, club deluxe and LRC coach cars in accordance with prescribed company standards.
- Prepares sleeping car reserved accommodation space for daytime and/or night occupancy.
- Other related duties as assigned by Service Manager or Service & Sales Supervisor.

### **Service Attendant**

- Reports to Service Coordinator or Senior Service Attendant for briefing re service changes, transportation advices, revenue targets and work assignments (activity cards).
- Entrains and detrains in sleeping, dayneters and club deluxe cars.
- Collects transportation in sleeping cars and dayneters and turns same over to Service Coordinator.
- Receives, seats, takes orders and provides full meal and refreshment service to passengers in meal service and club deluxe cars.
- Sets up dining areas of meal service cars in accordance with company standards.
- Washes and sanitizes dishes, cutlery, glasses in pantry of meal service cars.
- Requisitions, stores and strips linen for cars in which he/she is operated.
- Maintains cars and/or individual work areas in which he/she is operated in clean and tidy condition.
- Prepares vegetables and coffee in kitchen area of meal service cars.
- Prepares salads, sundaes in pantry area of meal service cars.
- Provides snack and refreshment service from a cart when used to supplement service from a conventional snack car; collects revenue derived from sale of items available from cart and turns same over to Senior Service Attendant.
- Prepares sleeping car reserved accommodation space for daytime and/or night occupancy.

- Patrols sleeping cars and dayneters 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, dayneter, coach and club deluxe cars in accordance with prescribed company standards.
- Other related duties as assigned by Service Coordinator or Senior Service Attendant.

## APPENDIX 10

### LETTER CONCERNING UNREDUCED PENSIONS

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 unreduced 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

### LETTER CONCERNING NEW JOBS TRAIN CREWING PROGRAM - APPLICATION OF SPECIAL AGREEMENT

May 1, 1986

Our File: 25-8315-1-2

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

Dear Mr. McGrath:

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

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

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

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

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

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

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

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

4. The figure of 111 mentioned in items 1) and 3) above is based on the best information we have today. It will be further reviewed in the fall of 1986.

I trust the foregoing accurately reflects our discussions.

Yours truly,

(Signed A. Gagné)

A. Gagné

Director, Labour Relations

**APPENDIX 12  
WAGE SCALE**

Classification		2010		2011		2012	
Level	Months	Weekly	Hourly	Weekly	Hourly	Weekly	Hourly
Service Manager (Transcon)	0-6 mths	\$1,152.40	\$28.81	\$1,175.60	\$29.39	\$1,204.80	\$30.12
	7-12 mths	\$1,203.60	\$30.09	\$1,227.60	\$30.69	\$1,258.40	\$31.46
	13-18 mths	\$1,242.00	\$31.05	\$1,266.80	\$31.67	\$1,298.80	\$32.47
	19 & over	\$1,280.40	\$32.01	\$1,306.00	\$32.65	\$1,338.80	\$33.47
Service Manager (Corridor)	0-6 mths	\$1,049.60	\$26.24	\$1,070.40	\$26.76	\$1,096.80	\$27.42
	7-12 mths	\$1,096.00	\$27.40	\$1,118.00	\$27.95	\$1,145.60	\$28.64
	13-18 mths	\$1,131.20	\$28.28	\$1,153.60	\$28.84	\$1,182.40	\$29.56
	19 & over	\$1,166.00	\$29.15	\$1,189.20	\$29.73	\$1,218.80	\$30.47
Service Manager (Remote)	0-6 mths	\$1,049.60	\$26.24	\$1,070.40	\$26.76	\$1,096.80	\$27.42
	7-12 mths	\$1,096.00	\$27.40	\$1,118.00	\$27.95	\$1,145.60	\$28.64
	13-18 mths	\$1,131.20	\$28.28	\$1,153.60	\$28.84	\$1,182.40	\$29.56
	19 & over	\$1,166.00	\$29.15	\$1,189.20	\$29.73	\$1,218.80	\$30.47
Service Coordinator	0-6 mths	\$978.80	\$24.47	\$998.40	\$24.96	\$1,023.20	\$25.58
	7-12 mths	\$1,022.40	\$25.56	\$1,042.80	\$26.07	\$1,068.40	\$26.71
	13-18 mths	\$1,054.80	\$26.37	\$1,076.00	\$26.90	\$1,102.80	\$27.57
	19 & over	\$1,087.60	\$27.19	\$1,109.20	\$27.73	\$1,136.80	\$28.42
Chef	0-6 mths	\$931.60	\$23.29	\$950.40	\$23.76	\$974.00	\$24.35
	7-12 mths	\$973.20	\$24.33	\$992.80	\$24.82	\$1,017.60	\$25.44
	13-18 mths	\$1,004.00	\$25.10	\$1,024.40	\$25.61	\$1,050.00	\$26.25
	19 & over	\$1,035.20	\$25.88	\$1,056.00	\$26.40	\$1,082.40	\$27.06
Cook	0-6 mths	\$847.20	\$21.18	\$864.00	\$21.60	\$885.60	\$22.14
	7-12 mths	\$884.80	\$22.12	\$902.40	\$22.56	\$924.80	\$23.12
	13-18 mths	\$912.80	\$22.82	\$931.20	\$23.28	\$954.40	\$23.86
	19 & over	\$941.20	\$23.53	\$960.00	\$24.00	\$984.00	\$24.60

Classification		2010		2011		2012	
Level	Months	Weekly	Hourly	Weekly	Hourly	Weekly	Hourly
Assistant Service Coordinator	0-6 mths	\$810.80	\$20.27	\$827.20	\$20.68	\$848.00	\$21.20
	7-12 mths	\$841.20	\$21.03	\$858.40	\$21.46	\$880.00	\$22.00
	13-18 mths	\$871.60	\$21.79	\$889.20	\$22.23	\$911.60	\$22.79
	19-24 mths	\$902.00	\$22.55	\$920.40	\$23.01	\$943.60	\$23.59
	25-30 mths	\$932.40	\$23.31	\$951.20	\$23.78	\$975.20	\$24.38
	31 & over	\$1,013.60	\$25.34	\$1,034.00	\$25.85	\$1,060.00	\$26.50
Activity Coordinator	0-6 mths	\$810.80	\$20.27	\$827.20	\$20.68	\$848.00	\$21.20
	7-12 mths	\$841.20	\$21.03	\$858.40	\$21.46	\$880.00	\$22.00
	13-18 mths	\$871.60	\$21.79	\$889.20	\$22.23	\$911.60	\$22.79
	19-24 mths	\$902.00	\$22.55	\$920.40	\$23.01	\$943.60	\$23.59
	25-30 mths	\$932.40	\$23.31	\$951.20	\$23.78	\$975.20	\$24.38
	31 & over	\$1,013.60	\$25.34	\$1,034.00	\$25.85	\$1,060.00	\$26.50
Learning Coordinator	0-6 mths	\$810.80	\$20.27	\$827.20	\$20.68	\$848.00	\$21.20
	7-12 mths	\$841.20	\$21.03	\$858.40	\$21.46	\$880.00	\$22.00
	13-18 mths	\$871.60	\$21.79	\$889.20	\$22.23	\$911.60	\$22.79
	19-24 mths	\$902.00	\$22.55	\$920.40	\$23.01	\$943.60	\$23.59
	25-30 mths	\$932.40	\$23.31	\$951.20	\$23.78	\$975.20	\$24.38
	31 & over	\$1,013.60	\$25.34	\$1,034.00	\$25.85	\$1,060.00	\$26.50
Senior Service Attendant	0-6 mths	\$736.80	\$18.42	\$751.60	\$18.79	\$770.40	\$19.26
	7-12 mths	\$764.40	\$19.11	\$780.00	\$19.50	\$799.60	\$19.99
	13-18 mths	\$792.40	\$19.81	\$808.00	\$20.20	\$828.40	\$20.71
	19-24 mths	\$820.00	\$20.50	\$836.40	\$20.91	\$857.20	\$21.43
	25-30 mths	\$847.60	\$21.19	\$864.40	\$21.61	\$886.00	\$22.15
	31 & over	\$921.20	\$23.03	\$939.60	\$23.49	\$963.20	\$24.08

## APPENDIX 13

### LETTER CONCERNING THE APPLICATION OF NEW PAY STRUCTURES

July 30, 1987

Our File: 25-8315-1

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

Dear Mr. McGrath:

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

The settlement documents contain a "Note 1" indicating:

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

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

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

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

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

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

Yours truly,

(Signed A.D. Andrew)

A.D. Andrew

Director, Labour Relations

I concur:

(Signed T. McGrath)

T. McGrath

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

## APPENDIX 14

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

April 20, 1989

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

Dear Mr. McGrath:

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

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

Yours truly,

(Signed A.D. Andrew)

A.D. Andrew  
Director, Labour Relations

I concur:

(Signed T. McGrath)

T. McGrath



## APPENDIX 15

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

April 20, 1989

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

Dear Mr. McGrath:

This will confirm our understanding with respect to employees who may be unable to apply for vacation prior to February 1st, as specified in Article 9.20 due to 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

## APPENDIX 16

### LETTER CONCERNING AVAILABILITY OF ROOMS AT CORPORATION SUPPLIED LODGING FACILITIES

May 21, 1992

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

Dear Mr. Stol:

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

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

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

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

Yours truly,

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

I agree:

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

## APPENDIX 17

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

May 21, 1992

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

Dear Mr. Stol:

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

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

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

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

Yours truly,

(signed C.C. Muggeridge)

C.C. Muggeridge  
Department Director,  
Labour Relations

I agree:

(signed T.N. Stol)

T.N. Stol  
National Vice-President

## APPENDIX 18

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

May 21, 1992

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

Dear Mr. Stol:

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

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

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

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

Yours truly,

(signed C.C. Muggeridge)

C.C. Muggeridge  
Department Director, Labour Relations

I agree:

(signed T.N. Stol)

T.N. Stol  
National Vice-President

## APPENDIX 19

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

May 21, 1992

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

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

Dear Mr. Stol:

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

Yours truly,

(signed C.C. Muggeridge)

C.C. Muggeridge  
Department Director,  
Labour Relations

I agree:

(signed T.N. Stol)

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

**APPENDIX 20**

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## **APPENDIX 21**

**LEFT BLANK BY THE PARTIES**

## APPENDIX 22

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

Between: VIA Rail Canada Inc.  
(hereinafter referred to as the "Corporation")

and

The National Automobile, Aerospace,  
Transportation and General Workers  
Union of Canada  
Council 4000  
(hereinafter referred to as the "Union")

---

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

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

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



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

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

Example:

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

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

Example:

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

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

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

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

Examples:

1.

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

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

2.

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

- 4.3 For the purpose of computing time worked by an employee during a two-week period, time shall be counted from 0001 hours on the first day of the period until midnight of the last day of the same period.

- 4.4 (a) Assigned employees will not be required to perform work on another assignment to make up their guarantee for the basic four-week period.

- (b) Assigned employees who are removed from their assignment to perform other service will be paid not less than the ORS hours of their assignment, if they have been prevented from taking out their regular assignment. In such case, all hours worked in excess of the trip missed on their assignment will be paid over and above their guarantee and included in the accumulation of hours under Article 4.2(b). If work is performed entirely during layover, except as referred to in Article 4.27, they shall be credited with actual time worked and such time will be paid over and above guarantee and included in the accumulation of hours under Article 4.2(b).

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

Signed at Montreal, this 29<sup>th</sup> day of June 2001.

**FOR THE CORPORATION**

**FOR THE UNION**

(signed by Edward J. Houlihan)

(signed by W. Coolen)

## APPENDIX 23

### LETTER CONCERNING APPLICATION OF ARTICLE 4.2(c) FOR EMPLOYEES EXCLUSIVELY IN CORRIDOR SERVICE

201 Ash Avenue  
Montreal, Quebec  
H3K 3K2

201, avenue Ash  
Montréal (Québec)  
H3K 3K2

Labour Relations  
Operations

Relations du Travail  
Exploitation

June 29, 2001

Mr. Doug Olshewski  
National Representative  
CAW/TCA Canada

Dear Sir:

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

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

Yours truly,

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

## APPENDIX 24

### LETTER CONCERNING THE APPLICATION OF ARTICLE 11.6

July 19, 2007

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

Dear Mr. Olshewski,

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

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

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

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

Thank you for your cooperation in this matter.

Yours truly,

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

## **APPENDIX 25**

### **LETTER CONCERNING THE REST AT THE AWAY FROM HOME TERMINAL FOR CREWS BASED IN WESTERN CANADA**

**June 26, 2010**

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

**Dear Mr. Fitzgerald,**

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

**During our discussions it was agreed as follows:**

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

(c) Crew reporting times will be given to the Service Manager who will advise the Hotel to call the crew for the adjusted reporting times.

4. If Train No. 2 is six or more hours late at Capreol:

(a) Toronto Stand-by employees will be called to prepare the outgoing Train No. 1.

(b) The Winnipeg Crew will report to Union Station rather than the Toronto Maintenance Center.

(c) Crew reporting times will be given to the Service Manager who will advise the Hotel to call the crew for the adjusted reporting times.

(d) A continental breakfast will be served by the Toronto Standbys.

5. If crews remain on-board following arrival in Toronto, Toronto standbys will be called to prepare the train.

6. Upon completion of their standby duties, unless needed to replace or augment Train #1, the Toronto standby shall keep their place on the Toronto spare board but will not be required to accept another trip on the same day.

7. The Corporation will endeavour to fly employees, including Chefs and Cooks, from Winnipeg to replace crews who choose not to return on their assignment pursuant to Article 4.22 (b) if sufficient qualified employees are not available at Toronto.

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

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

Yours truly,

I concur,

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

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**Bob Fitzgerald**  
National Representative

## APPENDIX 26

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

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

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

Dated in Montreal this 21 day of July 2007

FOR THE CORPORATION

FOR THE UNION

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

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



## APPENDIX 27

### LETTER CONCERNING NON-SMOKING ROOMS

July 19, 2007

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

Gentlemen:

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

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

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

Thank you for your cooperation in this matter.

Yours truly,

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

## APPENDIX 28

### LETTER CONCERNING LOCOMOTIVE ENGINEER TRAINING - CLOSED PERIOD COMMITMENT

July 20, 2007

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

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

Gentlemen:

SUBJECT: LOCOMOTIVE ENGINEER TRAINING

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

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

Yours truly,

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

I CONCUR:

(signed by R. Fitzgerald)

I CONCUR:

(signed by B. DeBaets)

## **APPENDIX 29**

### **LETTER CONCERNING RECOGNITION PROGRAM**

**June 23, 2010**

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

**Dear Mr. Fitzgerald,**

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

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

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

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

**Yours truly,**

**I concur,**

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

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**Bob Fitzgerald  
National Representative**

**APPENDIX 30  
LETTER CONCERNING  
GENERAL BID FOR THE WESTERN REGION**

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

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

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

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

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

Yours truly,

I concur,

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

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**Bob Fitzgerald**  
National Representative

## APPENDIX 31

### LETTER CONCERNING RECOGNITION OF CHEFS AS A SKILLED TRADES

June 26, 2010

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

Dear Mr. Fitzgerald,

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

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

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

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

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

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

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

Yours truly,

I concur,

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E.J. Houlihan  
Director, Labour Relations

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Bob Fitzgerald  
National Representative