

COLLECTIVE AGREEMENT NO. 3

between

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

and

VIA RAIL CANADA INC.

1998 - 1999 - 2000



09894(02)

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RULE 1

Recognition

- 1.1 The Corporation **recognizes** the National Automobile, Aerospace, Transportation and General Workers Union of Canada (**C.A.W.** • Canada) as the sole bargaining agent with respect to wages, hours of work, working **conditions** and fringe benefits for all employees at VIA Rail Canada Inc. **classified** as **Electrician**, Heavy Duty Mechanic, Specialist Mechanic, General Worker, Lead Hand, set-up trainee and apprentices.
- 1.2 Master mechanics or supervisors shall not be allowed to do mechanics' work when **mechanics** are available. This is not intended to restrict the use of working supervisors in accordance with established **practice** at small points.
- 1.3 It is the policy of the Corporation to cooperate in every practical way **with** employees who desire advancement to supervisory positions. Accordingly, employees who make an application to their supervisor or Human Resources officer, stating their desires, **qualifications** and **experience**, **will** be given preference, **if** qualified, for vacancies before non-employees.
- 1.4 Should an employee be temporarily promoted to a supervisory position, such employee shall be governed by the terms and conditions applicable to such position.

RULE 2

Definitions

- 2.1 The term "work **week**" for regularly assigned employees shall mean **a week** beginning on the first day on which the assignment is bulletined to work.
- 2.2 The term "national accord" is a mutual agreement in writing between the Local President or Designate and the office of the Director, Labour Relations.
- 2.3 The term "regional accord" **is** a mutual agreement in **writing** between the Local Vice-President or Designate and the regional Director, Equipment Maintenance (or equivalent).
- 2.4 A "**local** accord" is a mutual agreement between the **local** supervisory **officer** of the **Corporation** and the Lodge Chairperson of the Union.

- 2.5 The term "employment relationship" means the period of time **since** an employee last entered the service of the Corporation or last entered the service of a previous **railway** if the employee transferred to the Corporation under a formal transfer agreement between the bargaining agent and the Corporation.
- 2.6 The term "gross pay" shall mean the amount earned in the previous calendar year as reported in Box "**C**", less the amount shown in Box "**O**", on the annual Revenue Canada Taxation **T-4** form.
- 2.7 The word "employee" means **any employee** holding **seniority** under this Collective Agreement.
- 2.8 The word "**Union**" means "The National Automobile, Aerospace, Transportation and General Workers Union of Canada (**C.A.W.** - Canada)".
- 2.9 Helpers **in** service as of June **14, 1995** will be dovetailed into the General Workers' **seniority** list and will receive the rate of pay provided for the red circled helper until they leave the service of the Corporation or are promoted to a higher classification.

RULE 3

Deduction of Union Dues

- 3.1 The Corporation shall deduct union dues each pay period from wages due and payable to each employee coming within the scope of this **Collective** Agreement, subject to the conditions and exceptions set forth hereunder.
- 3.2 The 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 this Agreement excepting to conform **with** a change in the amount of regular dues in accordance with the Union's constitutional provisions. The provisions of Rule 3 shall be applicable on receipt by the Corporation of notice in writing from the Union of the amount of the regular **bi-weekly** (two **(2)** weeks) dues.
- 3.3 Employees filling positions of a supervisory or confidential nature not subject to the Rules of this Agreement shall be excepted from dues deduction.

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- 3.4 Membership in the Union shall be available to any employee eligible under the **constitution** of the Union, on payment of the initiation or reinstatement fees uniformly required of all other such applicants. The Corporation agrees that payroll deductions for such fees will be made upon receipt by the **Corporation** of proper payroll deduction **authorization**.
- 3.5 Deductions for new employees shall commence on the payroll for the first pay period in which the employee is employed.
- 3.6 If the wages of an employee payable on the payroll are insufficient to permit the deduction of the full amount of dues, no such deduction shall be made from the wages of the employee by the Corporation in the pay period. The Corporation **shall** not, because the **employee** did not have sufficient wages payable to him on the designated payroll, carry forward and deduct from any subsequent wages the dues not deducted in an earlier pay **period** unless proper payroll deduction **authorization** is received by the Corporation to make such deductions.
- 3.7 Employees filling positions coming within the scope of more than one wage agreement in the pay period **in which** deduction is made, shall have dues deducted for the **organization** under which the preponderance of their time is worked in that period. Not more than one deduction of dues shall be made from any employee in any month.
- 3.8 **Only** payroll deductions now and hereafter required by law, deduction of monies due or **owing** the Corporation and pension deductions shall be made from wages prior to the deduction of dues.
- 3.9 The amounts of dues so deducted from wages accompanied by a statement of deductions from individuals shall be remitted by the Corporation to the officer or officers of the Union, as may be mutually agreed, not later than forty **(40)** calendar days following the pay period in which the deductions are made.
- 3.10 The Corporation shall not be responsible financially or otherwise, either to the Union or to any employee, for any failure to make deductions or for making improper or inaccurate deductions or remittances. However, in any instance in which an error occurs in the amount of any deduction of dues from an employee's wages, the Corporation shall adjust it directly with the employee. In the event of any mistake by the Corporation in the amount of **its** remittance to the Union, the Corporation shall adjust the amount in a subsequent remittance. The Corporation's liability for any and all amounts deducted pursuant to the provisions of this Rule shall terminate at the time it remits the amounts payable to the designated officer or officers of the Union.

- 3.11 The question of what, if any, compensation shall be paid the Corporation by the Union in recognition of **services** performed under Rule 3 shall be left in abeyance subject to **reconsideration** at the request of either party on **fifteen(15)** days' notice in writing.
- 3.12 In the event of any action at law against the parties hereto or any of them, resulting from any deduction or deductions from payrolls made or to be made by the Corporation pursuant to Rule 3.1 of this Agreement, all parties shall cooperate fully in the defence of such action. Each party shall bear its own cost of such defence except that if, at the request of the Union counsel fees are incurred, these shall be borne by the Union. Save as aforesaid, the Union, jointly and severally, shall indemnify and save **harmless** the Corporation from any losses, damages, costs, liability or expenses suffered or sustained by it as a result of any such deduction or deductions from payrolls.
- 3.13 The Corporation will arrange for the accumulation of union dues on a calendar year basis and the posting of such amount on **T4** slips annually, subject to the following **conditions**:
- (i) The amount of union dues deducted must be "reportable union dues" as defined by the **Income** Tax Act. That is, the union dues deducted by the Corporation must not contain amounts which are not considered reportable by the Income Tax Act.
 - (ii) **Only** union dues deducted directly through the payroll system will be reported on **T4** slips. The Union will **be** responsible for reporting any union dues transactions outside the Corporation's control, such as adjustments between Brotherhoods, direct payment by employee, and direct reimbursement to employee,

RULE 4

Grievance Procedure

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

STEP 1

The employee may present the **complaint** or grievance to he or she immediate supervisor for adjustment, if not adjusted, the employee may **notify** the Lodge Chairperson within ten **(10)** calendar days from the date of the alleged complaint or **grievance**.

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

STEP 2

Within Twenty **(20)** calendar days of receiving the decision under Step 1, the Local Vice-President or designate may appeal in writing to the regional Director of Maintenance or equivalent or **authorized** representative. A decision will be rendered within twenty **(20)** calendar days of **receiving** appeal under Step 2.

STEP 3

Within twenty **(20)** calendar days of receiving the decision under Step 2, the Local President or designate of the Union may appeal in writing to the Director of Labour Relations of the **Corporation** or **authorized** representative by requesting a joint conference to be **held** within forty **(40)** calendar days, **identifying** the rule or rules involved, to review the facts of the grievance. A decision will be rendered within twenty **(20)** calendar days of the date of the joint conference. Failing satisfactory settlement the grievance may then be referred to **arbitration** as set out in Rule 5 of the Collective Agreement.

- 4.2 An employee covered by the Collective Agreement who has completed he or she probationary period may appeal any disciplinary action taken by the Corporation against such employee; disciplinary action taken **during** the probationary period resulting in discharge may also be appealed in accordance with Rule 4.
- 4.3 The **Union** may progress a grievance concerning the assessment of discipline against an employee commencing at Step 2 of the grievance procedure within twenty **(20)** calendar days from the date the employee is notified of the discipline. On request, the Lodge Chairperson **and/or** Local **Vice-President** of the Union shall be shown all evidence **in** the case.

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

RULE 5

Final Disposition of Grievances

- 5.1 A grievance concerning the interpretation or alleged violation of this Agreement, or an appeal by an **employee** that he or she has been **unjustly** disciplined or discharged, and which is not settled through the grievance procedure, may be referred by either the Union or the Corporation herein defined as the parties, to a single arbitrator for final and binding settlement **without** stoppage of work.
- 5.2 The party requesting arbitration must so **notify** the other party in writing **within** forty **(40)** calendar days following the date the **decision** was rendered at the last step of the grievance procedure.
- 5.3 Within forty **(40)** calendar days of the date of receipt of a request for arbitration, the parties shall endeavour to agree on the name of the **Arbitrator**. If agreement is reached **within** forty **(40)** calendar days, the dispute must be docketed with that **Arbitrator** within twenty **(20)** calendar days of said agreement. If agreement is not reached, the party requesting **arbitration** may then request the **Minister of Labour** to appoint an Arbitrator and **advise** the other party accordingly. Such request to the Minister of Labour must be made not later than twenty **(20)** calendar days following the forty **(40)** day **period** referred to in this paragraph.
- 5.4 A Joint Statement of Issue and Facts of the dispute and reference to the specific provision or provisions of the Agreement allegedly **violated**, shall be **jointly** submitted to the **Arbitrator** in advance of the date of the hearing. In the event the parties cannot agree upon such Joint Statement of Issue and Facts, each party shall submit a separate statement to the Arbitrator in advance of the date of the hearing and shall at the same time give a copy of such statement to the other party.
- 5.5 The hearing shall be **held** by the Arbitrator in the **respective** region where the grievance **originated**, unless otherwise mutually agreed, or unless **the** Arbitrator deems it **advisable** because of special circumstances to hold the hearings elsewhere.
- 5.6 At the **hearing** before the **Arbitrator**, argument may be given orally or in writing, and each party may call such witnesses as **it** deems necessary.
- 5.7 Disputes arising out of **proposed** changes in rates of pay, hours of work and conditions of service, modifications or additions to this **Collective** Agreement, are specifically excluded from the jurisdiction of **the** Arbitrator, and the decision of the Arbitrator shall not in any case add to, subtract from, modify, rescind or disregard any provision of this Agreement.

The **Arbitrator's** decision shall be rendered, in writing, together with **written** reasons therefor, to the parties concerned within thirty **(30)** calendar days following the conclusion of the hearing unless this time is extended with the concurrence of the parties to the dispute.

- 5.8** Each party shall respectively bear any expenses each has incurred in the presentation of the case to the Arbitrator but any general or common expenses, including the remuneration and expenses of the **Arbitrator**, shall be divided equally.
- 5.9** The time limits as provided in Rule **5**, may be extended by mutual agreement between the parties.
- 5.10** Prior to adjudication or final disposition of grievances by the highest designated authorities as herein **provided**, and while **questions** of grievances are pending, there will be neither a shut down by the employer nor a suspension of work by the employees.

RULE 6

Hours of Work and Meal Periods

- 6.1** (a) Except as otherwise provided herein, eight **(8)** hours shall constitute a day's work.
- (b) General Workers at **outlying** points may be worked eight **(8)** hours within a **period** of ten **(10)** consecutive hours. They may be assigned to any other unskilled work during their eight **(8)** hour period of service. An outlying point is a point where not more than three **(3)** General Workers are employed.
- 6.2** (a) Where three **(3)** eight **(8)** hour **shifts** are worked, the hours for commencing duty shall be between **0600 and 0800, 1400 and 1600, and 2200 and 2400 hours.**
- (b) **Shifts** shall be designated within a twenty-four **(24)** hour period as follows:
- (i) Day shifts shall be **recognized** as the first shift;
- (ii) Afternoon shifts shall be **recognized** as the second shift;
- (iii) Midnight **shifts** shall be **recognized** as the third shift.

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- (c) Where one or two shifts per twenty-four (24) hours are worked, the hours of duty shall be between:
- | | |
|------------|---------------------|
| DAY WORK | 0700 and 1759 hours |
| NIGHT WORK | 1800 and 0659 hours |
- (d) When at a particular point the regular arrival or departure times of trains make the hours of duty referred to in this Rule not appropriate to the requirements of the service a regular assignment of the necessary number of employees may, subject to a regional accord, be arranged to meet local conditions. Such agreement will not be arbitrarily refused nor unduly delayed.
- 6.3 The starting time for each employee shall be fixed and shall not be changed without at least twenty-four (24) hours notice.
- 6.4 Where one (1), two (2) or three (3) shifts are employed, a meal period of twenty (20) minutes will be allowed without deduction in pay, commencing within the fifth hour of duty on each shift. The meal period may be extended through a local accord to thirty (30) minutes or one (1) hour for the employees on the day shift, the period, in addition to the twenty (20) minutes to be without pay through a local accord.

RULE 7

Four (4) ten (10) hour Days

- 7.1 (a) Notwithstanding the provisions of any rule to the contrary, regular assignments consisting of four (4) days of ten (10) hours each may be established through local accord, and will be governed by the terms and conditions of the Collective Agreement, except as specified hereunder.
- (b) Each day of ten (10) hours will be calculated as one and one-quarter (1 ¼) days for the purposes of Cumulated Compensated Service.
- (c) Employees will be assigned three (3) consecutive rest days in each work week. Meal period will be assigned as per Rule 6.

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

RULE a

Rest Days

- 8.1 Employees shall be assigned two **(2)** consecutive rest days in each seven **(7)**. Saturday-Sunday, and then Sunday-Monday shall be considered preferred rest days in keeping with operational requirements and train schedules.
- 8.2 Regular relief assignments **with five (5) days'** work per week and two **(2)** consecutive rest days shall be established to perform necessary relief work or to **perform** relief work on certain days and such types of other work on other days as may be assigned.
- 8.3 Where situations exist making it **impracticable** to establish relief assignments in accordance with the above, arrangements for relief assignments on such other basis as may be made through a **national** accord. Consent to such proposed arrangements shall not be unreasonably withheld.
- 8.4 Regular relief assignments may on different days have different starting times, duties and work locations, provided such starting times, duties and work locations are those of the employee or employees relieved.

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RULE 9

Overtime and Calls

- 9.1 (a) Every effort will be made to avoid the necessity for overtime; however, when conditions necessitate, employees will perform **authorized** overtime work. Records of overtime worked and calls will be **maintained** and employees will be **called with** the purpose in view of **distributing** the opportunity of overtime work equally.
- (b) Overtime lists will be updated **bi-weekly** and posted on all bulletin boards **with a copy** to the Local Chairperson.
- 9.2 **There** shall be no overtime on overtime; neither shall overtime hours **paid** for, other than hours not in excess of **eight (8)** paid for on holidays or for changing shifts, be **utilized** in computing the **forty (40)** hours per week, nor shall time **paid** for in the nature of **arbitraries** or special allowances such as attending court, deadheading, travel time, etc., be **utilized** for this purpose, except when such payments apply during assigned working hours in lieu of pay for such hours, or where such time is now included under existing rules in computations leading to overtime.
- 9.3 When it becomes necessary for employees to work overtime they shall not be laid-off during regular working hours to **equalize** the time.
- 9.4 **At points where sufficient number of employees** are employed, employees shall **not work two (2) consecutive rest days (holidays)** to be considered as rest days).
- 9.5 (a) All hours worked on rest days, general holidays, and outside the regular hours of a position shall be paid at the rate of one and **one-half** times the regular rate of pay of the position on the actual minute basis, except that double time shall **apply** after an employee has actually performed sixteen **(16)** hours service in any twenty-four **(24)** hour period computed from the time the employee actually **commenced** work.
- (b) Time worked by employees continuous **with**, before, or after the regular assigned hours of duty will be paid the following minimum **time** at one and one half times the regular rate of pay.
- Before - One **(1)** hour and twenty **(20)** minutes
After - Forty **(40)** minutes

- (c) The foregoing ~~does~~ **not** apply where such work is performed by an employee due to moving from one assignment to another or to or from a laid-off list.
- (d) Employees called or required to report for work outside their regular assigned hours and reporting, whether **utilized** or not, will be allowed a minimum of three **(3)** hours at the prevailing overtime rate for three **(3)** hours work or less.
- 9.6** (a) Employees will be notified of work requirements when called and will be required to do **only** such work as called for or other emergency work which may have developed after they were called and cannot be performed by the regular force **in** time to avoid delays in **train** movement.
- (b) The right of an employee to go for a meal after having performed an hours work after the completion of his or her regular shift is **unquestioned**.
- (c) Employees on overtime hours who are requested to work through the assigned meal period will be allowed twenty **(20)** minutes in which to procure a meal at time and one half the regular rate of the position at the earliest possible time and in any event not later than at the end of the tour of duty.
- (d) An employee working under Rule **9.6** will be allowed a meal period after having completed two **(2)** hours of actual **work**.
- (e) Employees called in for overtime work not continuous with their regular **shift** but working with a regular assigned shift of employees shall be required to take their meal period as normally assigned to the shift.
- 9.7** Employees assigned meal periods in excess of twenty **(20)** minutes as per Rule **6.4** and required to work during their meal period shall receive pay at the rate of time and one-half on the minute basis, but will be relieved the necessary **time** (without pay) to procure a meal.
- 9.8** Insofar as practicable, General Workers shall not be employed or advanced temporarily to do tradesperson's work, when tradesperson are available, to avoid the necessity of payment for overtime.
- 9.9** Except as provided in Rules **9.5** and **9.6** (a), tradesperson and General Workers, required to attend scheduled passenger trains, or sections thereof, for inspecting, icing, watering, cleaning, and putting on supplies, outside of regularly assigned working hours will be allowed a minimum of two **(2)** hours at straight time rates.

RULE 10

Emergency Service

- 10.1 In the event a work force is required to perform emergency service away from the home terminal, employees regularly assigned to work at a shop, engine house, repair track or inspection point, will be engaged in such service and paid in accordance with the following rules.
- 10.2 Employees used in emergency service during their regular work hours will be paid from time of departure from home terminal until released upon return to home terminal. If called during overtime hours, they shall be considered to have been in emergency service from time called, except that an employee may be notified to report for a specific time, in which event he or she would be accorded one hour preparatory time.
- 10.3 Employees returning from emergency service who commenced such service prior to the eight (8) hour period immediately preceding the starting time of their regular assignment at their home location, and who because of such service have been unable to secure five (5) hours rest immediately prior to starting time of their regular assignment at their home location, shall be accorded a minimum of five (5) hours rest with no loss of pay before being requested to report on their regular assignment at their home location. Such five (5) hours shall commence from the time the employees are released from service at their home locations.
- 10.4 Employees will be called as soon as possible before departure from home terminal. Upon return to home terminal they will deliver tools at points designated.
- 10.5 Employees called for emergency service shall be paid at straight time rates for all time working, waking or travelling during those hours within their regular hours of duty as established at the home terminal, and time and one-half during overtime hours except as otherwise provided in Rule 9.5. Such employees relieved from duty for five (5) hours or more between the hours of 2100 and 0700 hours will not be paid for such time, provided sleeping accommodation is available and provided they are not travelling during such five (5) hours or more.
- 10.6 Employees called during overtime hours for emergency service who report for work but not used, will be paid the equivalent of four (4) hours at straight time rates.

- 10.7** Employees called for emergency **service** who are thereby prevented **from** working their regular hours at their home terminal, shall be paid for a total of not less than the equivalent of eight **(8)** hours at straight time rates for each regular work day. This rule shall also apply on rest **days** with the exception that **if** held over on rest days and not required to work they shall be paid a maximum of eight **(8)** hours at straight time rates for each rest day so **held**.
- 10.8** Employees called for emergency **service** where meals and lodging are not provided shall be allowed actual necessary expenses. Receipts to cover actual necessary expenses are not required, except when such exceed **\$4.50** for breakfast, **\$5.00** for lunch and **\$7.00** for dinner.
- 10.9** The methods of payment provided for in this Rule shall apply except as they may be affected by the application of the provisions governing **service** on general holidays.

RULE 11

Rates of Pay and **Shift** Differentials

11.1

(a) **Classifications:**

Hourly Rates of Pay Effective

	01/01/98	01/01/99	01/01/00
Electrician	\$19.708	\$20.103	\$20.505
Heavy Duty Mechanic	19.708	20.103	20.505
Specialist Mechanic	19.708	20.103	20.505
Set-up Trainee	18.070	18.432	18.800
Red Circled Helper	16.339	16.666	16.999
General Worker	15.939	16.258	16.583

- (b) Employees filling positions of Lead Hand under Rule **23** will receive an additional **.35¢** per hour for all time so occupied.

NOTE 1: INTENTIONALLY LEFT BLANK

NOTE 2: INTENTIONALLY LEFT BLANK

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- 11.2 General Worker's assigned to operate tractors, **manlifts (JFG)** and portable cranes, will be paid at the established Red Circled Helpers rate of pay for the time so worked.
- 11.3 When an employee is required to temporarily relieve on a higher rated position **coming** under this Agreement, such employee shall receive the higher rate of pay but **if** required to temporarily relieve on a lower rated position, such employee's rate of pay will not be reduced.
- 11.4 Employees whose regularly assigned shifts commence between **1400** and **2159** hours shall receive a **shift** differential of forty **(40)** cents per hour and employees whose regularly assigned **shifts** commence between **2200** and **0559** hours shall receive a shift differential of forty-five **(45)** cents per hour. Overtime shall not be calculated on the shift differential nor shall the shift differential be paid for paid absence **from** duty such as vacations, general holidays etc.

RULE 12

Seniority

- 12.1 A new employee shall not be regarded as **permanently** employed until such **employee** has actually worked sixty-five **(65)** days. Management may extend the **probationary period** up to a maximum of one-hundred-thirty **(130)** days **with** the written consent of the **Lodge** Chairperson. In the meantime, unless removed for cause which, in the opinion of the Corporation renders the **employee** undesirable for its **service**, the employee shall accumulate seniority from the date such employee enters the respective classification under this Agreement.
- 12.2 Seniority of employees covered by this Agreement shall, except as provided **herein**, be confined to the seniority terminal at which employed and to the date of entry into their respective **classification**. These **classifications** are:
- Electrician,
 - Heavy Duty Mechanic,
 - Specialist Mechanic,
 - General Worker
- and **including** employees in training to become tradesperson.

- 12.3** When two **(2)** or more employees commence work in the same seniority classification on the same day, the procedure for establishing their relative seniority standing shall be determined as follows:
- (i) the employee with the greatest previous service in the craft within the Corporation shall be senior;
 - (ii) if (i) is the same, the employee with the greatest amount of previous service with the Corporation shall be senior;
 - (iii) If (ii) is the same, the employee who first signed the Corporation's application form for employment shall be senior; and
 - (iv) If (iii) is the same, the employees' names shall be placed on the seniority list through a regional accord.

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

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

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

- 12.5** A General Worker, temporarily set-up as an Electrician, Heavy Duty Mechanic or Specialist Mechanic **shall** retain and continue to accumulate seniority on his or her seniority list while working in the set-up **trainee** classification. Employees set-up as an Electrician, Heavy Duty Mechanic or Specialist Mechanic may, after having accumulated four **(4)** years experience in the set-up trainee **classification**, be given a qualifying test and if successful, will then be placed on the applicable permanent seniority list with a **seniority** date as of the date they were first set-up as an Electrician, Heavy Duty Mechanic or Specialist Mechanic for a period of ninety **(90)** calendar days or more and will forfeit all seniority rights in his or her former **classification** from which promoted as of that date.

- 12.6 A General Worker shall **only** be set-up in one of the **classifications** set out in rule 11.1. The seniority provisions applying to such **trainee** shall **only** apply to the trainee **classification** in which the trainee is set-up. Such trainee cannot be set-up in any other **classification** until all other trainees or General Workers have declined such set-up **opportunity**. The trainee so set-up will forfeit all seniority and rights to be set-up in **his** or her previous set-up **classification**.
- 12.7 (a) Employees covered by Rule 12.5 will be provided the opportunity to secure a complete knowledge of the work through on-the-job training and classroom instruction.
- (b) Such employees will be required to undergo periodic tests and they must continue to display the desire and aptitude to learn the work or they will not be retained as Set-up Electricians, Heavy Duty Mechanics or Specialist Mechanics. Employees not retained as Set-up Electricians, Heavy Duty Mechanics or Specialist Mechanics will be returned to his or her previous classification, seniority being **sufficient**, or if newly hired, they will be released from the service.
- 12.8 In the application of Rule 12.5, the **following** conditions shall apply to the accumulation of the four (4) years:
- (i) The accumulated "four years" experience means **1,044** days. One day is represented by eight (8) hours, made up of regular working time as well as time paid for in respect of vacations and general **holidays** while set up as an Electrician, Heavy Duty Mechanic or **Specialist** Mechanic. However, all time lost shall be made up to complete **1,044** days' experience prior to the employee being allowed to establish **fully** qualified Electrician, Heavy Duty **Mechanic** or Specialist Mechanic status.
- (ii) If an employee requests the qualifying test within thirty (30) days following **accumulation** of the necessary experience, such employee will be **credited** with a seniority date as of the date such employee was first set up as Electrician, Heavy Duty Mechanic or Specialist Mechanic for a **period** of ninety (90) calendar days or more, providing such **employee** passes the qualifying test. If such employee's request is later than **thirty (30)** days after accumulation of **1,044** days, then such employee will be credited with a **seniority** date as stated above adjusted to reflect the number of calendar days between the completion of **1,044** days and the date of the successfully completed test.

- 12.9 (a) "Fully Qualified Electrician, Heavy Duty Mechanic or Specialist Mechanic" shall mean an Employee who has successfully completed the Corporation's apprenticeship **program** or an Employee who has not completed such apprentice training program but who has, through on-the-job training within or outside the **railway** industry and/or outside vocational training in his or her craft, become fully qualified.
- (b) Mutually agreed upon objective tests shall determine whether or not an Employee who has not served the Corporation's apprenticeship program in such employee's craft has become a fully qualified Electrician, Heavy Duty Mechanic or Specialist Mechanic as specified above
- (c) A newly hired employee who fails to pass the qualifying tests (within a maximum of sixty-five **(65)** days **actually** worked) will be released from the service and such employee's name will be deleted from the seniority list.
- (d) **Should it** be necessary to hire a **tradesperson** who is not fully **qualified**, or **should it** be found after an employee is hired that such employee is not fully qualified, such employee shall be discharged from the service immediately upon securing a qualified employee or a more suitable replacement.

12.10 Effective June 14, **1995**, an employee holding seniority under this Agreement and who is presently filling or who may in the future be promoted to an official or any position with the Corporation which is excepted **from** any provision of this or any Collective Agreement, will have his or her name continued on the seniority list of the group from which promoted at his or her home seniority terminal and will retain seniority rights and continue to accumulate seniority while so employed for a **period** of twelve **(12)** consecutive months. Thereafter, such employee will cease to **accumulate** any further **seniority** until such employee returns to a position within the bargaining unit. The Local Vice-President shall be **advised** when the promotion is of a permanent nature. The period of twelve **(12)** consecutive months may be extended through a regional accord.

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 ninety **(90)** consecutive calendar days, such time will be considered as part of the twelve **(12)** consecutive months.

If released from a permanent official or excepted position, the employee must within thirty (30) calendar days after such release, either displace the junior employee in his or her seniority terminal or exercise seniority to a vacancy or a newly created position at his or her seniority terminal: if such employee fails to do so his or her name shall be deleted from the seniority list(s). The Local & e-President shall be advised. An employee temporarily promoted to an official or excepted position will within seven (7) calendar days of release from such temporary employment, revert to the permanent position held prior to being promoted if such position was filled in accordance with Rule 13. If the permanent position held prior to being promoted has been abolished or not filled in accordance with Rule 13, the employee must exercise his or her seniority in accordance with Rule 14. The appropriate officer of the Corporation shall advise the Lodge Chairperson of such promotions, including the expected duration thereof.

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

RULE 13

Bulletining and Filling Positions

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

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

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

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

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

- 13.3** (a) If a vacancy or new position of an expected duration of ninety (**90**) calendar days or more requiring additional staff is not filled by an employee in the classification at a home seniority terminal, it shall be bulletined for not **less** than seven (**7**) calendar days, to employees holding **seniority** in the classification on the Region. Subject to qualifications, seniority will govern. The Lodge Chairperson and Local Vice-President shall receive a **copy** of such bulletins.
- (b) Employees who transfer under Rule **13.3** shall, after ninety (**90**) calendar days forfeit their seniority at the seniority terminal **from** which transferred and shall carry their seniority rights to the new **seniority** terminal; except that an employee on laid-off status at their home seniority terminal may exercise his or her rights under Rule **13.3** without forfeiting his or her seniority at his or her home **seniority** terminal.

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

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

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

An employee exercising seniority, who, in the **judgement** of the Corporation can reasonably be expected to qualify for the position claimed, shall be allowed a trial period which shall not exceed thirty **(30)** calendar days, through a regional accord, such period may be extended up to ninety **(90)** calendar days, in order to demonstrate his or her **ability to perform** the work required.

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

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

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

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

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

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

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

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

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

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

RULE 14

Staff Reduction, Displacement and Recall to Service

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

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

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

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

- 14.2 When it becomes necessary to lay off employees for any reason, the force shall be reduced in each **classification** in reverse seniority order of Rule 12.2 and employees set-up trainees as Electricians, Heavy Duty Mechanics or Specialist Mechanics will be reduced in reverse order of their date of entry into his or her **respective** set-up classification.
- 14.3 When it becomes necessary to make a reduction in staff at any seniority terminal, at least four (4) working days' advance notice shall be given the employees affected, and lists shall be **furnished** to the Lodge Chairperson and Local Vice-President. This does not apply in laying off employees who have been temporarily employed for a duration of less than sixty-five (65) days actually worked to meet special requirements,

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

- 14.4 An employee laid-off from his or her **seniority terminal** may:
- (a) Within thirty (30) calendar days **displace** the junior employee in his or her respective **classification** at the nearest seniority terminal, then on the region. Such employee shall retain his or her seniority rights at his or her home **seniority** terminal and shall be subject to recall to his or her home seniority terminal in **seniority** order for vacancies of expected duration of ninety (90) calendar days or more. An employee who accepts recall to his or her home seniority terminal within seven (7) calendar days will return thereto within fifteen (15) calendar days from the date of his or her acceptance and shall forfeit his or her seniority in his or her former **seniority** terminal. An employee who declines to accept such recall within seven (7) calendar days shall forfeit his or her **seniority** rights at his or her home seniority terminal and shall retain his or her seniority rights at his or her new **seniority terminal**; or

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

- (b) Elect to remain on lay-off status at his or her home seniority terminal subject to recall at that terminal.
- (c) An employee who transfers in accordance with Rule 14.4 shall hold seniority rights at only two seniority terminals on his or her Region, that is, at his or her home seniority terminal and at the seniority terminal to which such employee last transferred.
- 14.5 In the application of Rules 14.1 and 14.4, the provisions of Rule 13.6 will apply.
- 14.6 In the restoration of forces, laid-off employees shall be recalled in seniority order. A laid-off employee shall be notified by registered mail at his or her last known address and shall be returned to his or her former classification in which such employee holds seniority at his or her home seniority terminal. If there are insufficient laid off tradesperson available, employees who were set-up trainees will be required, in seniority order, to again accept promotion in their respective set-up trainee classification. The Lodge Chairperson shall be furnished with a list of employees to be recalled to service.
- A laid-off employee who has not displaced in accordance with Rule 14.4 (a) shall retain his or her seniority rights in his or her respective classification at his or her home seniority terminal and shall be subject to recall to his or her home seniority terminal in seniority order. An employee shall, at the end of seven (7) calendar days, unless satisfactory reason is given therefore, forfeit his or her seniority rights in the classification to which recalled at his or her home seniority terminal if such employee declines to accept recall to vacancies of an expected duration of ninety (90) calendar days or more.
- 14.7 It shall be incumbent upon the employee on lay-off, and the employee who has displaced on his or her Region in accordance with Rule 14.4 to register his or her current address with the appropriate officer at his or her home seniority terminal.
- 14.8 Except as provided in Rule 14.6, the time limits specified in Rule 14 shall begin on the date of the employees' return to service for employees on leave of absence, annual vacation or absence because of illness or injury.

RULE 15

Rehabilitation

- 15.1 When an employee becomes physically disabled and is unable to perform the regular duties of his or her assigned position or exercise his or her seniority within his or her terminal to a position which such employee is capable of performing, the Local Vice-President and Regional Director will meet with the view of providing continued employment to the employee within the existing work force.
- 15.2 The parties may, through a regional accord, place a disabled employee on a position that such employee qualifications and ability allow the employee to perform, notwithstanding that it may be necessary to displace an able-bodied employee so as to provide suitable employment. The permanently assigned employee so displaced will be allowed to exercise seniority onto a position that such employee is qualified for and has the qualifications to perform.
- 15.3 A disabled employee placed on a position shall not be displaced by an able-bodied employee so long as such employee remains on that position except when a senior employee is otherwise unable to hold a position within his or her seniority terminal.
- 15.4 Should the disabled employee subsequently recuperate, such employee shall be subject to displacement, in which case such employee will exercise seniority rights.
- 15.5 When a senior able-bodied employee believes that the provisions of Rule 15 will result in undue hardship, the Local Vice-President may discuss the circumstances with the Regional Director.
- 15.6 In dealing with rehabilitation employees, service with the Corporation shall govern in respect of preference of shift and/or employment.
- 15.7 When rehabilitation employees are not available, employees who have given long and faithful service and who have become unable (difficulty) to handle heavy work to advantage will be assigned (subject to pension regulation age limits) to such position.
- 15.8 Employees may transfer through a regional accord under Rule 15 (Rehabilitation), from one seniority terminal to another within their Region with a view to accepting a permanent transfer shall, after ninety (90) calendar days, lose their seniority at the seniority terminal they left and will be allowed to carry their seniority rights with them to the seniority terminal to which transferred.

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RULE 16

Vacations

- 16.1** An employee who, at the beginning of the calendar year, is not **qualified** for vacation under Rule **16.2**, shall be allowed one working **day's** vacation with pay for each twenty-five **(25)** days' cumulative service, or major portion thereof, during the preceding calendar year, with a maximum of ten **(10)** working days until qualifying for further vacation under Rule **16.2**.
- 16.2** Subject to the provisions of Note 1 below, an employee who, at the beginning of the calendar year, has maintained a continuous employment relationship for at least three **(3)** years and has completed at least **750** days of cumulative service, shall have his or her vacation scheduled on the basis of one working day's vacation with pay for each **16-2/3** days of cumulative service, or major portion thereof, during the preceding calendar year, **with** a maximum of fifteen **(15)** working days: in subsequent years, such employee will continue vacation entitlement on the foregoing basis until qualifying for **additional** vacation under Rule **16.3**.
- NOTE **(1)**: An employee covered by Rule **16.2** will be entitled to **vacation** on the basis outlined therein if on his or her fourth or subsequent service anniversary date such employee achieves **1,000** days of cumulative service: otherwise such employee's vacation entitlement will be calculated as set out in Rule **16.1**. Any vacation granted for which the employee does not subsequently qualify will be deducted from the employee's vacation **entitlement** in the next calendar year. If such employee leaves the service for any reason prior to his or her next vacation, the adjustment will be made at the time of leaving.
- 16.3** Subject to the provisions of Note 2 below, an employee who, at the beginning of the calendar year, has maintained a continuous employment relationship for at least nine **(9)** years and has completed at least **2,250** days of cumulative **service**, shall have his or her vacation scheduled on the basis of one working day's vacation with pay for each **12-1/2** days of **cumulative** service, or major portion thereof, during the preceding calendar year, **with** a maximum of twenty **(20)** working days: in subsequent years, such employee will continue vacation entitlement on the foregoing basis until qualifying for additional vacation under Rule **16.4**.

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

- 16.4 Subject to the provisions of Note 3 **below**, an employee who, at the beginning of the calendar year, has maintained a continuous employment relationship for at least eighteen (**18**) years and has completed at least **4,500** days of cumulative service, shall have his or her **vacation** scheduled on the basis of one working day's vacation with pay for each ten (**10**) days of cumulative service, or major portion thereof, during the preceding calendar year, with a maximum of twenty-five (**25**) working days; in subsequent years, such employee will continue vacation entitlement on the **foregoing** basis until qualifying for additional vacation under Rule 16.5.

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

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

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

- 16.6 A years service is defined as 250 days of cumulative service.
- 16.7 In computing service under Rules 16.1, 16.2, 16.3, 16.4, and 16.5, days worked in any position covered by similar vacation agreements shall be accumulated for the purpose of qualifying for vacation with pay.
- 16.8 Provided an employee renders compensated working service in the calendar year, time off duty, account of bona fide illness, injury, authorized pregnancy leave, to attend committee meetings, called to court as a witness or for uncompensated jury duty, not exceeding a total of 100 days in any calendar year, shall be included in the computation of service in that year for vacation purposes.
- 16.9 An employee who is entitled to vacation shall take same at the time scheduled. If however, it becomes necessary for the Corporation to reschedule an employee's scheduled vacation dates, such employee shall be given at least fifteen (15) working days' advance notice of such rescheduling and will be paid overtime rates for all work and will be granted vacation with pay to which such employee is entitled at a later date.
- NOTE: Rule 16.9 does not apply where rescheduling is the result of an employee exercising his or her seniority to a position covered by another vacation schedule, nor to apprentices moving between vacation schedules.
- 16.10 An employee who, while on annual vacation, becomes ill or is injured, shall have the right to terminate (temporarily) his or her vacation and be placed on weekly indemnity. An employee who is again fit for duty shall immediately so inform the officer of the Corporation in charge and will continue his or her vacation if within his or her scheduled dates. If the remaining vacation falls outside the employee's scheduled dates, such vacation will be rescheduled through a local accord.
- 16.11 An employee who, due to illness or injury, is unable to take or complete his or her annual vacation in that year, shall at the option of the employee, have the right to carry such vacation into the following year.

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

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

16.19 In the application of Rule **16.18**:

- (a) employees with vacation entitlement of two **(2)** weeks or less will not be permitted to split their annual vacation and must take their entire allotment as one vacation **period**, unless otherwise locally arranged;
- (b) employees entitled to more than two **(2)** weeks but no more than three **(3)** weeks annual vacation, may **split** their vacation on the basis of: two weeks/one week (or portion thereof);
- (c) employees **entitled** to more than three **(3)** weeks but no more than four **(4)** weeks annual vacation, may **split** their vacation on the basis of two weeks/two weeks, or three **weeks/one** week (or portion thereof);
- (d) employees entitled to more than four **(4)** weeks but no more than five **(5)** weeks annual vacation, may **split** their vacation twice on the basis of two **weeks/two** weeks/ one week (or portion thereof), or other weekly combinations;
- (e) employees **entitled** to more than five **(5)** weeks annual vacation, may split their vacation twice on the basis of two/weeks/two weeks/two weeks; three **weeks/two** weeks/one week; (or portion thereof) or other weekly combinations, except that the Corporation will have the option of:
 - (i) scheduling an employee for **(5)** five weeks vacation with the employee being paid for the sixth **(6)** week at pro rata rates; or
 - (ii) splitting the vacation allotment on the basis of five weeks/one week;

- 16.20 Where an employee's vacation is split under Rule 16.19 above:
- The first **period** of the **split** vacation may be taken at any time during the **recognized** vacation **period** in accordance with the employee's **seniority** and choice as specified in Rule 16.18.
 - The second and third **periods** of the split vacation may not be taken until **all junior** employees have been allocated vacation dates. They may then be taken in accordance with the employee's **seniority** and choice as specified in Rule 16.18.
- 16.21 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 unless otherwise arranged through a **local** accord.
- 16.22 Employees who exercise their seniority after vacation dates are allotted and transfer **from** the group to which assigned when vacation dates were allotted will be required to take their vacation at a time as locally arranged.
- 16.23 Employees desiring an advance vacation payment must make application for same not later than five (5) weeks prior to commencing their vacation. The advance **vacation** payment shall be four (4) per cent of the employee's previous years earnings, less an appropriate amount (approximately 30 per cent) to **cover** standard deductions.
- 16.24 The supervisor in charge and the Lodge Chairperson of the employees will, as far as practicable, make local arrangements to carry on the work while employees are on vacation with the object of avoiding additional expenses to the Corporation but **if** this is not practicable, employees engaged temporarily, or employees temporarily promoted from one **position** to another, to provide vacation relief, will, if definitely assigned to **fulfill** the duties and responsibilities of a higher rated position, be paid the schedule rate applicable to such **position**.

RULE 17

General Holidays

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

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

New Year's Day
 The day after New Year's Day
 Good Friday
 Victoria Day
 Canada Day
 First Monday in August - replaced by Easter Monday in Nova Scotia
 Labour Day
 Thanksgiving Day
 Remembrance Day- replaced by St-Jean Baptiste Day in Quebec
 Christmas Day
 Boxing Day

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

- 17.3 If, in any province or part thereof, a holiday is more generally **recognized** than any one of the holidays specified above, such holiday will be substituted **therefor** in that province or part thereof through a national accord. If the parties fail to agree that such holiday is more generally **recognized**, the dispute may be submitted to arbitration for final decision.
- 17.4 In order to **qualify** for pay for any one of the **holidays specified** in Rule 17.2 an employee:
- a) must have been in the service of the Corporation and available for duty for at least thirty (30) calendar days. This Rule 17.4 (a) does not apply to an employee who is required to work on the holiday;

- (b) must be **available** for duty on such holiday, if it occurs on one of his or her work days, excluding vacation days, except that this does not apply in respect of an employee who is laid-off or suffering from a bona fide injury, or who is **hospitalized** on the holiday, or who is in receipt of or who subsequently qualifies for weekly sickness benefits because of illness on such holiday; when an employee is required to work on such general holiday such employee shall be given an advance notice of four **(4)** calendar days, except for unforeseen exigencies of the service, **in** which case he or she will be notified not later than **prior** to the completion of his or her shift or tour of duty immediately preceding such holiday that his or her **services** will be required; and
- (c) must have rendered compensated service on at least twelve **(12)** of the **thirty (30)** calendar days immediately preceding the general holiday. This Rule **17.4(c)** does not apply to an employee who is **required to work on** the holiday.

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

- 17.5** A **qualified** employee whose vacation period coincides with any of the general holidays specified in Rule **17.2** shall receive an extra day's pay in lieu of vacation for that day(s) in addition to the pay to which the employee is entitled for that general holiday(s), unless otherwise arranged through a **local** accord.
- 17.6** An employee qualified under Rule **17.4** and who is not required to work on a general holiday shall be paid eight **(8)** hours' pay at the straight time rate of his or her regular assignment.
- 17.7** An employee who is required to work on a general holiday shall be paid, **in addition** to the pay provided in Rule **17.6**, at a rate equal to one and **one-half** times his or her regular rate of wages for the actual hours worked by him on that holiday with a minimum of three **(3)** hours for which three **(3)** hours' **service** may be required, but an employee called for a specific purpose shall not be required to perform **routine** work to make up such minimum **time**.

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

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

RULE 18

Attending Court

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

RULE 19

Jury Duty

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

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

- (b) The number of working days for which jury duty pay shall be paid is limited to a **maximum** of ninety **(90)** days in any calendar year.
- (c) No **jury** duty pay will be allowed for any day for which the employee **is** entitled to vacation or general holiday pay. However, an employee who has been allotted his or her vacation dates may, at his or her request, have his or her vacation dates changed because the employee is called for jury duty.

RULE 20

Bereavement Leave

- 20.1 Upon the death of an employee's spouse, or any of the employee's children, step children, or still born child, or either of the employee's parents, or step-parents, or the employee's mother-in-law or father-in-law, or brother(s) and sister(s)-in-law or the employee's brother(s) or sister(s), or any relatives permanently residing in the employee's household or **with** whom the employee resides, the employee shall be **entitled** to three **(3)** consecutive days (excluding rest days) bereavement leave without loss of pay provided the employee has not less than three **(3)** months cumulative compensated service.
- 20.2 It is the intent of this Rule to provide for the granting of leave from work on the occasion of a death as aforesaid and for the payment of regular wages for that period to the employee to whom leave **is** granted.
- NOTE: In the application of this Rule "employee's spouse" means the person who is legally married to the employee and who is residing with or supported by the employee, provided that, **if** there is no legally married spouse, it means the person that **qualifies** as a spouse under the definition of that word in **Section 2(1)** of the Canadian Human Rights Benefits **Regulations**, as long as such person is **residing** with the employee.
- 20.3 In the event that an employee is bereaved during the employee's annual vacation, up to three **(3)** days of the employee's vacation will be rescheduled through a Local Accord upon the employee's request.

RULE 21Leaves of Absence and **Free** Transportation

- 21.1** Leave of absence without pay will be granted for personal affairs, education, etc., for a period of up to ninety **(90)** calendar days when the requirements of the service will permit. Such leaves of absence may be extended through a regional accord.
- 21.2** Employees granted leave of absence will be required to obtain a clearance from the Corporation's **recognized** Medical Department prior to terminating their leave of absence and resuming active duty, if the absence was as a **result** of any of the following conditions:
- (i) heart or pulmonary (cardiovascular) condition;
 - (ii) anxiety state or mental illness;
 - (iii) off-duty accident of over four **(4)** working days absence;
 - (iv) vision problems;
 - (v) hearing problems;
 - (vi) illness of over six **(6)** months.
- In addition, the employee must obtain clearance prior to actually reporting to duty if the employee requires a light duty assignment.
- If, in the opinion of Management, an employee returning from leave of absence due to illness appears to be acting in a manner that may result in injury to the employee or fellow employees, such employee will be required to obtain clearance as described above and will be compensated for any time involved at straight time rates of pay.
- 21.3** Employees injured while at work will not be required to make accident reports before they are given medical attention, **if** required, but will make them as soon as practicable thereafter. Proper medical attention will be given at the earliest possible moment.
- 21.4** An employee prevented from completing a shift due to a bona **fide** injury sustained while on duty will be paid for his or her full shift at straight time rates of pay, unless the employee receives Workers Compensation benefits for the day of the injury in which case the employee will be paid the difference between such compensation and payment for his or her full shift.
- 21.5** Any employee engaging in other employment while on leave of absence, except through a regional accord, shall be considered out of the service.

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- 21.6 The arbitrary refusal of a reasonable amount of leave to employees when they can be spared, or failure to handle promptly cases **involving** sickness or business matters of serious importance to the employee, **is** an improper practice and may be handled as unjust treatment under this Agreement.
- 21.7 An employee unavoidably kept from work will not be discriminated against. An employee detained from work on account of **sickness** or for any other good cause, must, **if** possible, advise the supervisor in **time** so he or she can arrange for relief, and in all cases an employee will make prior arrangements with the supervisor to leave work before the **conclusion** of his or her tour of duty.
- 21.8 The Corporation will not discriminate against any employee who, as **authorized** Lodge Chairperson, from time to time, represents other employees and **will** grant them leave of absence when delegated to represent other employees.
- A written request must be made by the President of the Local to the Director of Human Resources and Labour Relations for any leave of absence for a union convention or meeting requiring the attendance of **more** than one **(1)** union representative within the same department. The **written** request must be made fourteen **(14)** days prior to the **leave**.
- 21.9 (a) Employees covered by this Agreement, and those dependent upon them for support, will be granted free transportation in accordance with the Corporation's pass regulations.
- (b) An employee with less than five **(5)** years' service who is laid-off and who is offered employment with the Corporation outside his or her terminal, will be provided **with** a Departmental Pass to travel to the new terminal.
- (c) Employees on laid-off status and eligible dependants will be granted pass privileges in accordance with the Corporation's regulations, for the period that they remain employees of the Corporation.
- 21.10 **Officers** of the Union will be granted free transportation in accordance with the Corporation's pass regulations to represent employees covered by this **Agreement**.

RULE 22

Qualifications and Work Assignments

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

Qualifications**22.1 (a) Electrician's Qualifications:**

An Employee who can produce documentation showing proof that he or she has successfully completed an Electrical training program or that he or she has four (4) years electrical work experience and can pass the Corporation's qualifying test. A qualified employee must be able to demonstrate the required skills to safely perform the work to a successful conclusion.

(b) Heavy Duty Mechanic's Qualifications:

An employee who can produce evidence of mechanical training or experience satisfactory to the Corporation for the tasks to be assigned, pass the Corporation's qualifying test, and demonstrate the skills required to safely perform assigned tasks to a successful conclusion.

(c) Specialist Mechanic's Qualifications:

An Employee who can produce documentation satisfactory to the Corporation that he or she has completed a Mechanical training program or that he or she has four (4) years mechanical work experience and can pass the Corporation's qualifying test. A qualified employee must be able to demonstrate the required skills to safely perform the work to a successful conclusion.

(d) General Workers Qualifications:

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

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Work Duties**22.2 (a) ELECTRICIAN'S WORK:**

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

(b) SPECIALIST MECHANIC'S WORK:

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

(c) HEAVY DUTY MECHANIC'S WORK:

Heavy Duty Mechanic's work shall consist of those duties **involving** locomotives, passenger cars and other work associated with the classification. It also includes the work duties described in former agreements **#3, #5, #6** and **#8**, and all other work generally **recognized** as Heavy Duty **Mechanics'** work.

(d) GENERAL WORKER'S WORK:

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

22.3 ASSIGNMENT OF WORK

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

RULE 23**Promotion to Position of Leading Hand**

- 23.1** When vacancies occur in positions of Leading Hand supervising the work of a gang a qualified employee will be promoted. If the vacancy is for ninety **(90)** calendar days or more it will be bulletined. The Lodge Chairperson shall be consulted before the successful candidate is appointed.
- 23.2** The duties of a Leading Hand are: to carry out instructions of his or her immediate supervisor as to workmanship on the tasks involved; supervise tools and other equipment for the gang under him; assist the immediate supervisor in ordering and seeing that material **is** made available for the work to be handled; and where necessary and practicable, assist **in** the preparation of time sheets for the approval of the supervisor. In other words, the responsibility of a Leading Hand is that of gang leader, and not as a supervisory officer in charge.

RULE 24**Apprentices**

- 24.1 Employees promoted or hired into the apprenticeship program must be able to speak, read and write one of the official languages of Canada. They must be able to successfully pass Corporation entrance examinations, including a mechanical aptitude test.
- 24.2 Except as otherwise provided, regular apprenticeship shall be four **(4)** years, made up of **eight (8)** terms of **960** hours each or a total of **7,680** hours. However, overtime hours will not be credited to an apprentice's time. Provided that other entrance requirements are met, applicants who have successfully completed training courses in **recognized** schools or institutes, or regular apprentices who on their own time successfully complete courses in outside **related** training programs during their apprenticeship may serve a reduced apprenticeship, if such training is equivalent to the training received in the craft under the Corporation's **apprenticeship** program.
- The proper officer of the Corporation in consultation with the Local **President** or Designate shall determine **if** such training is equivalent or comparable, but in no case shall the reduction in the length of apprenticeship exceed a total of one **(1)** year.
- 24.3 On **completion** of apprenticeship, they shall be **paid** the basic rate of pay established for **fully-qualified** Electricians, Heavy Duty Mechanics or Specialist **Mechanics**, and they shall receive a certificate stating that they have successfully completed their **apprenticeship**.
- 24.4 (a) Apprentices hired shall upon completion of their apprenticeship be placed on the appropriate Electrician, Heavy Duty Mechanics or Specialist Mechanics terminal seniority **list** at which they began their apprenticeship and be **credited** with **seniority** from date of entry **into** apprenticeship.
- (b) Apprentices shall, on **completion** of their apprenticeship, be permitted to exercise their **seniority** at their home seniority terminal to displace the junior Electrician, Heavy Duty Mechanic or Specialist Mechanic in the designated work area of **their** choice with the shift, days off, hours of work and rate of pay of their choice in accordance with the **provisions** of Rule 14.1.

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- 24.5 (a) Seniority of apprentices covered by this Agreement shall, except as otherwise provided herein, be confined to the home seniority terminal and shall be established as of the last date of entry into the **classification** of apprentice.
- (b) Seniority lists will be prepared for apprentices.
- (c) Apprentices shall only be permitted to exercise their seniority in the event of a reduction of staff in the classification of apprentice. An apprentice laid-off at his or her seniority terminal may within thirty **(30)** calendar days from date of lay-off exercise his or her seniority to displace the junior apprentice on the **Region**.
- (d) Apprentices may during the last six **(6)** months of apprenticeship be permitted in seniority order to transfer to any point on the region providing that on completion of their apprenticeship their seniority will **permit** them to fill a permanent vacancy as per Rule **13.4** or displace an unqualified employee who is not on the permanent list. If by mutual agreement this application is accepted, the apprentice shall complete his or her apprenticeship at the point to which he or she has been transferred and receive his or her seniority at that point and in accordance **with** the conditions as defined in this Agreement.
- 24.6 The opportunity shall be provided for the apprentice to secure a complete knowledge of the trade as per the agreed upon apprenticeship training program.
- 24.7 An apprentice must throughout his or her apprenticeship continue to display the desire and aptitude to learn the trade or he or she will not be retained as an apprentice.
- 24.8 Apprentices will not be maintained at points where there are no adequate facilities for learning the trade, beyond the time that can be properly applied on their apprenticeship.
- 24.9 Apprentices shall not work on **oxy-acetylene**, electric or other welding processes until they have had proper training in the use of this equipment. Apprentices during their first six **(6)** months will be assigned to the day shift except as otherwise arranged through a local accord.
- 24.10 Apprentices will not be allowed to work alone during the first half of their apprenticeship.

- 24.11 (a) Except as provided for in paragraph (b) of this Rule 24.11 Apprentices shall not be permitted to work as partners.
- (b) As mutually agreed, Apprentices shall be **permitted** to work together for training purposes in **recognized** group training programs where proper **supervision** is provided.

24.12 Apprentices given credit for technical training under the provision(s) of Rule 24.2 shall have their rates and terms adjusted in accordance with the credit allowed for such outside training.

24.13 Regular apprentices serving a four (4) year apprenticeship shall be **paid as follows**:

				Effective 01.01.98				
1st	ten	1	-	960 hr.	70.3%	of	Tradesperson's	Rate
2nd		961	-	1920	73.6%	of	Tradesperson's	Rate
3rd		1921	-	2280	75.9%	of	Tradesperson's	Rate
4th		2281	-	3840	80.2%	of	Tradesperson's	Rate
5th		3841	-	4800	83.5%	of	Tradesperson's	Rate
6th		4801	-	5760	86.8%	of	Tradesperson's	Rate
7th		5761	-	6720	90.1%	of	Tradesperson's	Rate
8th		6721	-	7680	93.4%	of	Tradesperson's	Rate

Red Circled Helpers/General Workers Entering The Apprenticeship Program.

- 24.14 (a) Red Circled Helpers, who have worked as a Helper with the Corporation for not less than two (2) years consisting of a total of **484** working days may, if **able** to meet the other entrance requirements for regular **apprentices** apply for apprentice training. If selected they shall be given a credit of one (1) year and serve an apprenticeship of three (3) years made up of four (4) terms of **960** hours each, or a total of **3840** hours. No other **credits** will be allowed. In the event **two(2)** or more applications are received, preference will be given firstly to applicants from the seniority terminal, secondly to applicants from the Region except as may be agreed to through a regional accord.
- (b) General Workers, if able to meet the entrance requirements for regular apprentices may apply for apprentice training. If selected they shall be required to serve an apprenticeship as regular apprentices.

- (c) A Red Circled Helper/General Worker entering the apprentice training program will have his or her seniority protected in the **classification** from which promoted during his or her term of apprenticeship but shall not be permitted to return to his or her former classification except in the case of reduction of staff or **if** unsuitable as an apprentice in accordance with Rule **24.7**. An apprentice who due to reduction in staff is returned to his or her former classification will, when an increase in staff permits, be obliged to resume his or her apprentice training. A Red Circled Helper or General Worker **refusing** to resume his or her apprenticeship training shall be released from the service.
- (d) Except as otherwise provided herein, the apprentice rules covering regular apprentices shall also apply to these apprentices.
- (e) Red Circled **Helpers/General** Workers entering the apprenticeship program will be compensated in accordance **with** the rate of pay shown in Rule **24.13**.

RULE **25**

Part-Time Employees

- 25.1** Regular and regular relief assignments shall be established as required under the terms of the Collective Agreement.
- 25.2** When the requirements of Rule **25.1** have been met, the Corporation may employ part-time employees to perform work of less than eight **(8)** hours per day and/or less than forty **(40)** hours per week.
- 25.3** Employees electing or hired to perform part-time work will have their names carried on a part-time terminal seniority list by **classification**. Newly hired employees will be accorded a seniority date on the part-time list according to their first day of employment as a part-time employee subject to Rule **12.1**. Regular laid-off employees who elect at the time of lay-off to **cover** part-time work, shall be accorded the same seniority date and sequence on the part-time **seniority** list as they held on the regular seniority list.
- 25.4** Notwithstanding anything to the contrary, regular laid-off employees electing to cover part-time work at the time of lay-off, will be considered **senior** to any employee who has only performed part-time work.

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- 25.5 **Employees** covering part-time work shall be scheduled for such work according to their **standing** on the part-time seniority **list**, as arranged through a local accord.
- 25.6 Employees covering part-time work shall be entitled to a minimum of four **(4)** hours straight time pay for each tour of duty. However, should they be used on a regular assignment, they shall be compensated in accordance **with** Rule **6**.
- 25.7 Employees performing part-time work will be governed by the terms and conditions of the Collective Agreement except as specified hereunder:
- (a) If qualified for a General Holiday under Rule **17**, pay shall be based on the total hours worked in the previous two **(2)** pay periods divided by twenty **(20)**, at straight time rates, not to exceed a maximum of eight **(8)** hours pay.
 - (b) **Based** on entitlement as **specified** under Rules **16.1** through **16.5**, shall be compensated for vacation on the basis of two **(2)** percent per week of vacation entitlement of their gross pay with the Corporation in the previous calendar year.
 - (c) Shall only be entitled to overtime for time actually worked in excess of eight **(8)** hours per day or forty **(40)** hours in a calendar week, or in accordance **with** Rule **8** if relieving on a regular assignment.
 - (d) Regular permanent employees who are entitled to **weekly** lay-off benefits under the Employment Security and **Income** Maintenance Plan and who, at the time of lay-off, elect to cover part-time work in accordance **with** this Rule, may **receive** such **benefits**. In the calculation of such **benefits** any earnings in excess of eight **(8)** hours in a claim week shall be treated as **outside** earnings.

- (e) The following rules, except as provided in this Rule 25, shall not apply to employees holding seniority on the part-time seniority list:

Rule 6	Hours of Work
Rule 6	Rest Days
Rule 9	Overtime
Rule 12	Seniority
Rule 13	Bulletining and Filling of Positions
Rules 14.3 and 14.4	Staff Reduction, Displacement and Recall to Service
Rule 15	Rehabilitation
Rule 16	Vacation
Rule 17	General Holiday
Rule 23	Promotion to Positions of Leading Hand
Rule 29	Medicare Allowance
Rule 30	Employment Security and Income Maintenance Agreement
Rule 31.3	Dental Plan Agreement

- 25.8 The Lodge Chairperson and the senior Maintenance Officer in the terminal will meet when considered necessary by either party to monitor the use of part-time employees to ensure conformity with the terms of this Rule 25.
- 25.9 It is not intended that part-time employees will result in the abolishment of regular assigned positions. If at any time the employment of a part-time employee does result in the abolishment of a regular assigned position, the Union will be given at least three months notice and the employee affected will be entitled to maintain his or her basic rate of pay with a minimum of 40 hours per week on a "maintenance of basic rates" basis, as shown in the Employment Security and Income Maintenance Agreement.
- 25.10 Additional rules and/or procedures for the use of part-time employees may be established through a national accord.

RULE 26

Contracting Out of Work

- 26.1 Work presently and normally performed by employees represented by the Union signatory hereto will not be contracted out except:
- (1) when technical or managerial skills are not available from within the Corporation; or

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

The **conditions** set forth above will not **apply** in emergencies, to items normally obtained from manufacturers or suppliers nor to the performance of warranty work, nor to work performed by Canadian National Railway Company or Canadian Pacific Limited on **behalf** of VIA Rail Canada Inc.

- 26.2 It is **understood** that work considered as "Core Work" will not be contracted-out, except in emergency situations, and in such events, the work will be returned to the bargaining unit members as quickly as possible.
- 26.3 At a mutually convenient time at the beginning of each year and, in any event, no later than January **31** of each year, **representatives** of the Union will meet **with** the designated officers to discuss the Corporation's plans with respect to contracting out of work for that year. In the event Union representatives are unavailable for such meetings, such unavailability will not delay implementation of the Corporation's plans with respect to contracting out of work for that year.
- 26.4 The Corporation will advise the Union representative involved in writing, as far in advance as is **practicable**, of **its** intention to contract out work which would have a material and adverse effect on employees. Except in case of emergency, such notice will be no later than thirty **(30)** days.

Such **advice** will contain a description of the work to be contracted out; the anticipated duration; the reasons for contracting out and, **if** possible, the date the contract is to commence. If the General Chairman requests a meeting to discuss matters relating to the contacting out of work **specified** in the above notice, the appropriate representative of the Corporation will promptly meet with him for the purpose of seeking means of retaining such work **within** the confines of the Shopcraft bargaining units within VIA Rail.

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

RULE 27

Investigation Procedure

- 27.1** Except as otherwise provided herein, no employee shall be disciplined or discharged until he or she has had a fair and impartial investigation and his or her responsibility established. When an employee is held out of service pending such investigation, the investigation shall not be unduly delayed.
- (a) In situations where an employee is alleged to have committed a minor **offense (10)** demerit marks or less) or rule violation and such **offense** or violation may warrant discipline, discipline may be assessed without the necessity of a **formal** investigation.
 - (b) Such **offenses** or violations will be reviewed without undue delay by an **officer(s)** of the Corporation. The **results** thereof will be discussed with the employee concerned, in the presence of his or her duly **authorized** representative. The results thereof will be communicated in writing to the employee within fourteen **(14)** calendar days from the date of the discussion, except as may be otherwise arranged through a local accord.
 - (c) Within seventy-two **(72)** hours of receiving the written communication as provided in **b)** above, the employee may request that the reviewing officer of the Corporation arrange for a formal investigation as outlined hereunder which shall then be **held** within fourteen **(14)** calendar days of receipt of such request. In such instances the discipline assessed will be considered null and void.
 - (d) The employee, by using the foregoing procedure shall not be prevented from using the grievance procedure as set out in Rule **4**.
- 27.2** Except as **otherwise** provided in this Rule, when an investigation is to be held, the employee, with a copy to the **Lodge** Chairperson, will be given at least forty-eight **(48)** hours notice of the investigation and **will** be notified of the time, place and subject matter of such investigation. **This** shall not be construed to mean that the proper officer of the Corporation, who may be on the ground when the cause for such **investigation** occurs, shall be prevented from holding an **immediate** investigation.

- 27.3** When employees are required to make statements on matters affecting the Agreement, working rules of the **Corporation** or **compensation**, a duly **authorized** representative of the employee shall be present except that **when employees** are required to make statements on matters not affecting the Agreement, working rules of the Corporation or compensation, the employee may have a fellow employee or an accredited representative of the Union present.
- 27.4** Copies of statements, stenographic reports and all other evidence taken shall, if requested, be furnished to the employee and, if present, to his or her **authorized** representative.
- 27.5** An employee will not be **held** out of service **unnecessarily** pending the rendering of a decision. The decision will be rendered as soon as possible but not later than twenty-one **(21)** calendar days from the date the investigation is completed. In the event that the decision **results** in employee discharge, the Local President will be provided a copy of the "Disciplinary Measures" form as soon as possible. The time limit **provided** herein may be extended by agreement between the respective parties.
- 27.6** When discipline is recorded against an employee he or she will be advised in writing and a copy of discipline form to Local Chairperson. In the event a decision **is** considered unjust, an appeal may be made in accordance **with** the provisions of Rule **4.3**.
- 27.7** Employees will only be required to attend investigation **outside** their working hours when the requirements of the service **will** not permit the taking of statements **during** regular working hours.
- 27.8** Employees will not be released from the service of the Corporation for innocent absenteeism without receiving written advice prior to the culminating incident that his or her employment is in jeopardy.

RULE **28**

Life Insurance Upon Retirement

- 28.1** **An employee, upon retirement from the Corporation, will be entitled to a \$7,000. life insurance policy, fully paid up by the Corporation provided:**
- (a) he or she or she is fifty-five **(55)** years of age or over and his or her age and years of cumulative compensated service equals eighty-five **(85)** or more, or;
 - (b) he or she or she is sixty-five **(65)** years of age and has not less than ten **(10)** years of cumulative compensated service.

April 27, 1999

RULE 29

Medicare Allowance

(Applicable to **ex-Carmen**, Carmen Helpers, and Coach Cleaners Only)

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

April 27, 1999

- (ii) If he or she is **resident** in a province where no **medicare** premium or **medicare** tax is required, no payment will be made.

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

RULE 30

Employment Security and Income Maintenance Agreement

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

RULE 31

Benefit Plans

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

April 27, 1999

RULE 32**Uniforms**

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

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

- 32.2** Employee's assigned to work in shops or work locations which do not normally come in contact with VIA's Customers, will be encouraged to wear Corporate supplied coveralls.

VIA will supply two **(2)** coveralls per year to each shopcraft **employee who** agrees to wear the Corporate coveralls during working hours.

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

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

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

RULE 33**Safety**

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

April 27, 1999

- 33.2 (a) An employee who is required by the Corporation to wear safety footwear and was in service at the beginning of the calendar year, has rendered **active** service during the year, and holds employment relationship, will be entitled to a safety footwear allowance of **\$60** payable in the second pay period of September each year.
- (b) When an employee purchases new safety footwear, he or she must report to his or her **immediate** supervisor with the footwear indicating that such footwear is in compliance with the Canada Occupational Safety & Health Regulations (**C.S.A.** approved).
- 33.3 Good drinking water and **ice** where required will be furnished. Sanitary drinking fountains will **be** provided where necessary. Pits and floors, lockers, toilet and washrooms **will** be kept in good **repair** and **in** a clean, dry and sanitary condition.
- 33.4 When **it** is necessary to make repairs, parts of engines, boilers, and tanks shall be cleaned before mechanics are required to work on same. This will apply to cars undergoing general repairs. Tanks will be purged when required by regulation.
- 33.5 Employees will not be required to expose themselves to sand blast and paint blowers while in operation. Employees operating these machines will be supplied with masks and goggles.
- 33.6 All acetylene or electric welding or cutting will be protected by a **suitable screen** when its use is required.
- 33.7 Emery wheels and grindstones **installed** in the shop **will** be kept true and in order.
- 33.8 Employees engaged in the handling of storage batteries and mixing acid must be provided with acid-proof rubber gloves, hip boots and aprons. Employees who clean parts in **lye** vats will be supplied with gloves.
- 33.9 When **it** becomes necessary to work on **live** wires or apparatus in excess of **300** volts, Electricians shall not work alone. Where practicable, two qualified **Electricians** shall work together. Rubber gloves, **splicing** hoods, and other protective mats and sticks shall be supplied.
- 33.10 No employee will be required to work on a locomotive or car without being protected by proper signals. Where the nature of the work to be done requires it, **locomotives** or cars will be placed over a **pit**, if available.

April 27, 1999

RULE 34

General**34.1** Medical Files

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

34.2 Successor Rights

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

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

34.3 Pension Plan Wind Up

In the event of a Plan wind up, the pension fund shall be used for the sole purpose of providing benefits to Plan members and **survivors**. In the event that the Revenue Canada maximum pensions are reached for all Plan members, any surplus then remaining in the pension fund shall revert to the Corporation.

34.4 Collective Agreement Administration

The Corporation will pay monthly to the union **\$0.06** per compensated hour for each employee **in** the bargaining unit to reimburse union representatives for time off the job in the performance of union duties on **behalf** of employees within bargaining units at VIA represented by the union.

34.5 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.

- 34.6** The use of the masculine *gender* in this **agreement includes** the feminine and vice versa.
- 34.7** Automobile Allowance
- Where an automobile mileage **allowance** is paid, such allowance shall be thirty **(30)** cents per kilometer.
- 34.8** Pay Procedures
- Employees will be paid **bi-weekly** (two **(2)** weeks) through the direct deposit payroll system to the financial institution of the employee's choice.
- 34.9** When an employee is short paid more than a half day's pay, a voucher will be issued within three **(3)** working days of an employee's request for payment to cover the shortage. The time specified herein shall be exclusive of Saturdays, Sundays and holidays.
- 34.10** Employees leaving the service of the Corporation will be furnished with a time voucher covering all time due **within** twenty-four **(24)** hours at **points** where cheques are issued, and within forty-eight **(48)** hours at other points, or earlier when possible. The time specified shall be exclusive of Saturdays, Sundays and holidays.
- 34.11** All overtime earned shall be shown as a separate item on the statement of earnings issued to each employee.
- 34.12** Bulletin Board
- A place will be provided at all Maintenance facilities where proper **notices of** direct interest to employees may be posted by committees.
- 34.13 (a)** It is agreed that whenever the Corporation is contemplating a closure of any shop, **facility**, installation or off ice where employees who are subject to this agreement are employed which is currently in operation, the Corporation must give the Union at least ninety **(90)** days written notice of his or her intent. In addition, the Corporation must meet with the Union within five **(5)** days of receiving a written request from the Union for the meeting, to consult about:
- (i) possible alternatives to the closure;
 - (ii) plans for the future of the affected employees.

April 27, 1999

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

34.14 Anti-Harassment Policy

The Union and the Corporation agree that harassment of any type, whether it be sexual or not, is unacceptable behaviour and will not be tolerated in the workplace. They further agree that they will jointly be responsible for the administration of a new and revised sexual harassment policy, aimed at clearly defining and effectively dealing with harassment. The Corporation and the Union shall meet during the closed **period** to discuss, draft and implement a new sexual harassment policy. The Corporation and the **Union** shall provide **training** courses dealing **with** harassment on the job.

RULE 35

Revision of Rules

- 35.1** Should either the Union or the Corporation, desire to revise a rule or rules, a written statement containing the proposed changes shall be **given** and conference held within thirty **(30)** days.
- 35.2** If any of the change(s) referred to in Rule **34.1** cannot be settled through a national accord, during the term of the Collective Agreement, such change(s) may be progressed during the next open period of the Collective Agreement.
- 35.3** It is understood and agreed between the parties hereto that any alterations or amendments herein proposed in work **classification** are for the purposes of **clarification** and rate fixing **only**, and shall not be interpreted as affecting or disturbing in any manner the jurisdictional understanding and practices as now exist between the Union party hereto and other craft unions.

RULE 36

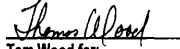
Duration of Agreement

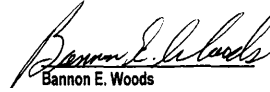
- 36.1** Except as otherwise provided herein, this Agreement will remain in effect until December **31, 2000** and thereafter subject to four **(4)** months' notice in **writing** from either party to this Agreement of **its** desire to revise, amend or terminate it. Such notice may be served at any time subsequent to August **31, 2000**

Signed at **Moncton**, New Brunswick this **27th** day of April, **1999**

FOR THE NATIONAL AUTOMOBILE,
AEROSPACE, TRANSPORTATION
AND GENERAL WORKERS UNION
OF CANADA:

FOR VIA RAIL CANADA INC.:


Tom Wood for:
John **Moore-Gough**
President, Local **100**


Bannon E. Woods
Director, Human Resources and
Labour Relations

APPENDICES

APPENDIX I

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

Repair **T**racks

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

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

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

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

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

Coach and **F**lat Traffic Yards

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

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

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

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

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

Night Work

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

General

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

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

APPENDIX II
VIA RAIL CANADA INC.

Montreal, Quebec
March 5, 1987

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

Dear Mr. Roy:

The following letter will be sent to line management:

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

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

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

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

Yours truly,

(Original signed by R. Arnold)

R. Arnold
Vice-President,
Human Resources

APPENDIX III

December 8, 1992

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

Dear Mr. Wood:

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

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

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

Yours truly,

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

I CONCUR:

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

APPENDIX IV

December 8, 1992

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

Dear Mr. Wood:

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

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

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

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

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

Yours truly,

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

I CONCUR:

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



VIA Rail Canada Inc.

APPENDIX V

P.O. Box 8116, Station A
Montreal, Quebec
H3C 3N2

C.P. 8116, Succursale A
Montreal (Quebec)
H3C 3N2

Public Affairs and
Human Resources

Affaires publiques et
Ressources Humaines

May 14, 1998

Mr. John Moore-Gough
President, Local 100
National, Automobile, Aerospace, Transportation
and General Workers Union of Canada, CAW - Canada
3542 Walker Road
Windsor, Ontario
N8W 3S4

Dear Mr. Moore-Gough:

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

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

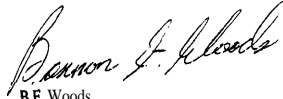
Some examples of areas of work where part-time employees would be properly used are:

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

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

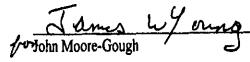
Further assurance was given to the Union that present permanent full-time employees in Montreal, Toronto, Halifax, Winnipeg or Vancouver Maintenance Centres would not be laid-off or remain on lay-off and replaced by part-time employees unless mutually agreed through a Regional Accord. Furthermore, part-time employees will not perform work within a facility where permanent employees are employed unless mutually agreed through a Regional Accord.

Yours truly,



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

I concur:


~~John Moore-Gough~~



VIA Rail Canada Inc.

Appendix VI

P.O. Box 8116, Station A
Montreal, Quebec
H3C 3N3

Public Affairs and
Human Resources

C.P. 8116, Succursale A
Montréal (Québec)
H3C 3N3

Affaires publiques et
Ressources humaines

April 23, 1998

Mr. John **Moore-Gough**
President, Local **100**
National, Automobile, Aerospace, Transportation
and General Workers Union of Canada, **CAW** - Canada
3542 Walker Road
Windsor, Ontario
N8W 3S4

Dear Mr. **Moore-Gough**:

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

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

The **equalization** period shall be from January 1 to December **31** of each year.

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

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

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

If exception is taken to the posted **list** and such exception is acknowledged by both parties, the first overtime opportunity of equal value must be offered to the affected employee in the next posting period, **if** such opportunity of equal value is available. If no opportunity of equal value is available, such will be offered in the following posting.

Failure to correct equalization of overtime within the next posting when overtime is available, the affected employee will be compensated accordingly.

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

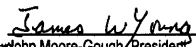
This national accord shall apply unless a local accord is reached covering Rule 9 to **accommodate local conditions.**

In the calling of overtime, the only exception in which an employee will not be charged for such overtime is when the overtime **shift coincides** with the employees regularly scheduled shift.

I CONCUR:

FOR CAW

FOR VIA RAIL CANADA INC.


John Moore-Gough, President


B.E. Woods, Director

Carman's Qualifications

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

Carman's Work (including Carman Apprentice)

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

Carman Helper's work

- 22.3 Employees regularly assigned as Helpers to assist Carman and Apprentices shall perform the work shown below; however, the assignment of such work shall not be construed as restricting Carman from performing Helpers' work as required: washing and scrubbing the inside and outside of passenger equipment preparatory to painting and removing of paint; operators of rivet heaters, drill presses, and punches, painter's helpers, air brake cleaners, sand blasters, cleaners for painters, sterilizing drinking water tanks, thaw out men and all men working with live steam except on trucks and undergear, supply

and material carriers when required to select materials, wood machine helpers, car heater and ice men, gas fillers, tool room attendants, holding on rivets, using backing hammer and sledges in assisting Carmen in straightening metal parts of cars, repairing steam and air hose, assisting Carmen in erecting scaffolds, crane slingers; coupling and uncoupling hoses and all other work generally recognized as Carman Helpers' work.

Pipefitter's Work (including Pipefitter Apprentice)

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

Pipefitter Helper's Work

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

Electric and Oxy-Acetylene Welding

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

Sheet Metal Workers Work
(including Sheet Metal Worker Apprentices)

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

Sheet Metal Worker Helper's Work

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

Electric and **Oxy-Acetylene** Welding

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

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

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

Boilermaker or Blacksmith Helper's Work

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

Electric and **Oxy-Acetylene** Welding

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

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

Safety, Health and Environment

National Joint Committee

1. The Corporation and the Union are committed to creating and maintaining a safe and healthy place to work. To promote this objective, a National Joint Committee on Safety and Health will be established consisting of five (5) representatives of the **C.A.W.** and five (5) representatives of the Corporation. The meetings shall be facilitated by the Corporation's Senior Advisor, Safety and Health.
2. The mandate of the National Joint Committee on **Safety and Health** shall be as follows:
 - a) Meet twice a year or more often as mutually agreed. A summary listing of the items discussed at the meeting, including a **written** response, will be provided.
 - b) Before the Corporation **finalizes** Safety and Health policies, the Union members of the Committee will be given an opportunity to have input and make recommendations.
 - c) To recommend appropriate training program for the members of the Safety and **Health** Committees and Safety and Health Representatives. The National Joint Committee on Safety and Health may consider such training or instruction programs as it deems necessary.

- d) Review problems concerning serious or unusual situations relating to the safety and health of employees covered under the Collective Agreement as identified on behalf of **C.A.W.-Canada** by the System Health and Safety Legislative Representatives and/or the Corporation and take necessary steps to eliminate or **minimize** these problems.
- e) Review and **analyze** statistical safety and health data for all workplaces, of employees covered by the Collective Agreements and recommend appropriate action.
- f) The Committee members shall participate in a spirit of cooperation and to the betterment of the safety and health of the employees in the workplace, and take all reasonable measures within their powers to reach agreement on items before them. Where agreement has been reached on items before the Committee, they shall be implemented within an agreed upon time.
- g) The Corporation will pay all costs associated with the setting up of the National Joint Committee on Safety and Health and continuing costs associated with the functions of such committee, including but not limited to lost wages and expenses of employees of the Corporation on the Committee.

Corporation Duties

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

Joint Safety, Health and Environment Committee

4. (a) The Corporation and the union agree to maintain the established Joint Safety and Health Committees in accordance with the Canada Labour Code, Part II, its regulations, codes of practice and guidelines and environmental laws, regulations, codes of practice and guidelines.
- (b) Two co-chairpersons shall be selected from the members of the Committee. One of the co-chairpersons shall be a Union member chosen by the union members. The other co-chairperson shall be a Corporation member.
- (c) Union committee members shall be given sufficient time to address Safety, Health and environmental issues that impact on safety and health.
- (d) During all absences of the union co-chairperson the Corporation shall **recognize** an alternate co-chairperson designated by the union.
- (e) The Committee shall assist in creating a safe and healthy place in which to work and one which does not harm the environment as it relates to Safety and Health, shall recommend actions which will improve the effectiveness of the health, safety and environmental program, and shall promote compliance with appropriate laws, regulations, codes of practice and guidelines. The Corporation shall **endeavor** to comply with the recommendations of the Committee.
- (f) Without limiting the **generality** of the **foregoing**, the Committee shall:

- (i) Determine that the required inspections have been carried out at least once a month. Such inspections shall be made at intervals that will prevent the development of unsafe working conditions or conditions that harm the environment.
- (ii) Participate in the evaluation of all potential new equipment purchases or changes to the workplace including work processes and practices for potential hazards and recommend alternative purchases processes or practices **if** they deem them appropriate.
- (iii) Participate in the preparation of job safety analyses, if required, in conjunction with the workers concerned. The Corporation will not use breach of the Job Safety analyses as grounds for discipline.
- (iv) Participate in accident and incident investigations. A Union committee member shall be involved.
- (v) Recommend measures required to attain compliance with appropriate laws which will correct hazardous conditions or conditions which may harm the environment as it relates to Safety and Health.
- (vi) A union committee member or union safety representative shall have the right to participate in safety and health inspections and work refusals.

- (vii) Solicit and consider recommendations from the workforce with respect to Safety Health and Environmental matters as it relates to Safety and Health and recommend implementation where warranted.
- (viii) Hold regular meetings at least once a month or more frequently if mutually agreed by the union and the Corporation co-chairpersons for the review of:
 1. reports of current accidents, industrial diseases, and environmental accidents and incidents as they relate to Safety and Health, their causes and means of prevention;
 2. remedial action taken or required by the reports of investigations or inspections;
 3. any other matters pertinent to **safety**, health and the environment.
- (ix) Regular meetings shall be conducted during the day shift or another day shift as soon as possible thereafter if unable to finish all the business before the committee that day.
- (x) Record the proceedings of the Committee and forward the minutes (which shall be signed by the co-chairpersons after their accuracy has been determined) to the Corporation who shall make exact duplicates promptly available to all Committee members, post them on the bulletin boards and forward copies to the local Safety and Health Committee for distribution.

- (xi) Have full access to all government and employer reports relating to the Safety, **Health** and Environment of the employees represented by the committee.
- (g) Time spent by members of the Committee in the course of their duties shall be considered as time worked and shall be paid at the rate of pay they receive in their classification. This shall include all time spent out of the workplace on Safety, Health and Environmental matters as they relate to safety and health.
- (h) The union committee members shall have 1 hour to meet prior to the regular monthly meeting to ensure that the meeting is conducted efficiently.

Union Safety and Health and Environment Committee

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

DangerousCircumstances

- 6. (a) The Corporation agrees that members of the Committee shall have the right to investigate dangerous circumstances at the workplace at any time. " Dangerous circumstances" are considered to be any breach of the Canada Labour Code, Part II or the regulations thereto or situations that pose a danger to the employee(s) and are not the normal conditions of employment.

- (b) If the committee member determines that there is a dangerous circumstances as set out above, he or she must meet with the appropriate Supervisor to **endeavor** to reach agreement on appropriate action to be taken.
- (c) The Committee member and the Supervisor must both agree to halt the work, the use of any part of the workplace or the use of any equipment, machine, device, article or thing.

Right to Refuse

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

No Disciplinary Action

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

Whistleblower Protection

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

Education and Training

10. (a) No employee shall be required or allowed to work on any job or operate any piece of equipment until he/she has received proper training and instruction.

- (b) The Corporation shall provide each employee with appropriate training as recommended by the local Safety and Health Committee. Additionally, Safety and Health Committee members and Safety and Health Representatives shall be provided specific training for Safety and Health in a course to be developed in cooperation with the Union,
- (c) All members of the Joint Safety and Health Committee will receive the training set out in Article 10(b) during the duration of the present Collective Agreement.
- (d) The Corporation will pay employees receiving training in accordance with the terms of the applicable Collective Agreement.

Accident and incident Investigations

11. (a) Every injury or near-miss which had the potential to cause serious personal injury or death must be investigated. As well, incidents involving releases of hazardous substances to the air, land or water systems must be investigated.
- (b) A union committee member and the appropriate supervisor shall investigate the accident or incident.
- (c) The Corporation shall immediately **notify** the Committee and HRDC (Labour Canada) or Transport Canada (whichever is applicable) of all critical or serious injuries.
- (d) The Corporation shall immediately **notify** the committee and Environment Canada of all incidents involving a release of harmful substances to the air, land or water systems.
- (e) Accident and Incident Investigation Reports shall contain:
- (i) the place, date and time of the accident or incident;

- (ii) the names and job titles of persons injured, where applicable. Names shall be omitted from published reports;
- (iii) the names of witnesses;
- (iv) a brief description of the accident or incident including the amount of the release to the air, land or water systems, if applicable;
- (v)** a statement of the sequence of events which preceded the accident or incident;
- (vi) the identification of any conditions or procedures which contributed in any manner to the accident or incident;
- (vii) recommended corrective actions to prevent similar occurrences;

- (viii) the names of the persons who investigated the accident and;
- (ix) the date of review by the local Safety and Health Committee.

Disclosure of Information

- 12. (a)** The Corporation shall notify all workers exposed to a particular toxic substance or safety hazard of the dangers they face, possible symptoms, necessary medical tests and treatment, and plans to eliminate the hazard.
- (b)** The Corporation shall provide the Committee with written information **(MSDS)** which identifies all the biological agents, compounds, substances, by-products and physical hazards associated with the work environment. This information **(MSDS)** shall include but not be limited to the chemical breakdown of trade name descriptions, relevant information on potential hazards, results of testing to determine levels of contamination, maximum allowable levels, precautions to be taken, symptoms, medical treatment and antidotes.

- (c) The Corporation shall provide as much notice as possible to the Committee of all new substances and processes to be introduced, by their chemical and trade names, noting potentially harmful effects, their maximum allowable levels, and what kinds of precautions will be taken prior to their introduction.

Monitoring

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

Toxic Substances and Waste Reduction

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

Right to Accompany Inspectors

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

Access to the Workplace

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

Confidentiality of Health Information

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

Ventilation

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

Noise Abatement

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

Vibration

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

Heat and Cold Stress

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

Ergonomics.

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

Visual Display Terminals

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

Protective Clothing and Equipment

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

Lockout and Blue Flag Program

25. (a) The parties **recognize** the need for a lockout and blue flag procedure. This rule is in addition to and in conjunction with Appendix I of Collective Agreement #3.

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

Confined Space Entry

26. (a) Confined space means an **enclosed** or partially enclosed space that:
- (i) is not designed or intended for human occupancy except for the purpose of performing work;
 - (ii) has restricted means of access and egress; and,
 - (iii) may become hazardous to an employee entering it due to its design, construction, location or atmosphere, the materials or substance in it, or any other condition relating to it.
- (b) An assessment of physical and chemical hazards of confined spaces in the workplace shall be carried out every 3 years unless otherwise provided. It will also specify what tests are to be carried out to determine if there are physical or chemical hazards present when work is to be carried out.

- (c) With the assessment report and in consultation with the Local Safety and Health Committee, the Corporation will establish procedures for those entering confined spaces and where practicable, establish an entry permit system.
- (d) Prior to entering a confined space, a qualified person will test for unacceptable levels of chemicals, gasses, liquids or free flowing solids according to the assessment.
- (e) Where the tests indicate unacceptable levels of chemicals, gasses, liquids or free flowing solids or it is determined that acceptable levels cannot be maintained for the entire time a person is in the confined space, entry can only be made after ;
 - (i) the confined space is properly ventilated to acceptable levels , or;
 - (ii) where airborne hazardous substances or chemical agents will be present or the atmosphere will be oxygen deficient or enriched, the person is provided with and is wearing proper respiratory equipment, or;
 - (iii) where there is unacceptable levels of explosive or flammable substances, a qualified person maintains fire watch with specified emergency equipment, whichever is applicable in the circumstances.
- (f) In addition, when a person enters a confined space in the circumstances set out above, they will be attached to an appropriate safety harness attached to a lifeline securely anchored outside the confined space and the lifeline will be attended by another person stationed outside the confined space, in communication with the person inside and equipped to effect a rescue if required.
- (g) The provisions of the Canada Labour Code Part II and the regulations, particularly Part XI dealing with Confined Spaces, shall provide the minimum standard.

Hand Protection

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

First Aid Attendants

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

- (f) Designated first aid attendants shall be provided with hard hats of a **color** that will distinguish their position from all others in the workplace. However, **if** a unique **color** is not available, the hat will be conspicuously identified and shall be uniform across the system.
- (g) Employees will be given annual refresher **courses** in first aid and **CPR** techniques.

Safety Talk Program

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

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

30. (a) The System Safety and Health Legislative Representative shall work with the Corporation Safety and Health representatives to solve problems **as** required with the most serious problems given priority to ensure immediate resolution.
- (b) The System Safety and Health Legislative Representatives for Local **100** and National Council **4000** shall be **recognized** by the Corporation as the duly **authorized** representatives for their respective Local and National Council on Safety, **Health** and Environment issues.
- (c) The Corporation shall **recognize** that the System Safety and Health Legislative Representatives' rights include, but are not limited to the following:

- (i) meet with local Committees on a regular basis;
- (ii) review the activities of local Committees;
- (iii) review and recommend changes to existing workplace programs;
- (iv) ensure compliance with all Legislative and Regulatory requirements;
- (v) establish communication/liaison with workplace union and Management representatives and government enforcement agencies;
- (vi) assist local Committees in the investigation of fatalities and critical injuries;
- (vii) assist local Committees in the development and delivery of training programs;
- (viii) review all orders, directions and governmental enforcement reports relating to Safety and Health;
- (ix) handle all complaints, appeals and issues filed under the Canada Labour code, Part II Section 133, on behalf of their respective members;
- (x) represent their respective members on railway operational Safety and Health matters.

National Day of Mourning

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

Employment of Disabled Persons

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

Non-Smoking Policy

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

Dispute Resolution

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

(i) STEP 1

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

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

(ii) STEP 2

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

(iii) **STEP**

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

- (b)** The time limits as provided in Article **34**, may be extended by agreement between the respective parties at any step of the grievance procedure.
- (c)** All conferences between line officers and the Local chairperson or designate will be held by appointment and concluded during regular working hours without loss of earnings to the Local chairperson or designate concerned.
- (d)** If any of the aforementioned union representatives should consider that a provision of this agreement has been violated, he or she may initiate a grievance within twenty **(20)** calendar days from the cause of the grievance at Step 1 of the dispute resolution procedure or at Step 2 if mutually agreed.

Final Disposition of Grievances

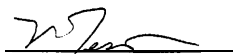
35. (a) A grievance concerning the interpretation or alleged violation of this Agreement, which is not settled through the grievance procedure, may be referred by either the Union or the Corporation herein defined as "the parties", to a single arbitrator or to a mediation/arbitration process for final and binding settlement without stoppage of work.
- (b) Both the Corporation and the union must agree that a mediation/arbitration process is appropriate for the resolution of the grievance, failing such mutual agreement, the grievance will proceed to a single arbitrator for final and binding settlement as set out hereafter.
- (c) The party requesting arbitration must so **notify** the other party in writing within forty **(40)** calendar days following the date the decision was rendered at the last step of the grievance procedure.
- (d) Within forty **(40)** calendar days of the date of receipt of a request for arbitration, the parties shall **endeavor** to agree on the name of the Arbitrator. If agreement is reached within forty **(40)** calendar days, the dispute must be docketed with that Arbitrator within twenty **(20)** calendar days of said agreement. If agreement is not reached, the party requesting arbitration may then request the Minister of Labour to appoint an Arbitrator and advise the other party accordingly. Such request to the Minister of Labour must be made not later than twenty **(20)** calendar days following the forty **(40)** day period referred to in this paragraph.

- (e) A Joint Statement of Issue and Facts of the dispute and reference to the specific provision or provisions of the Agreement allegedly violated, shall be jointly submitted to the Arbitrator in advance of the date of the hearing. In the event the parties cannot agree upon such Joint Statement of Issue and Facts, each party shall submit a separate statement to the Arbitrator in advance of the date of the hearing and shall at the same time give a copy of such statement to the other party.
- (f) The hearing shall be held by the Arbitrator in the respective region where the grievance originated, unless otherwise mutually agreed, or unless the Arbitrator deems it advisable because of special circumstances to hold the hearing elsewhere.
- (g) At the hearing before the Arbitrator, argument may be given orally or in writing, and each party may call such witnesses as it deems necessary.
- (h) Disputes arising out of modifications or additions to this Agreement, are specifically excluded from the jurisdiction of the Arbitrator, and the decision of the Arbitrator shall not in any case add to, subtract from, modify, rescind or disregard any provision of this Agreement.
- (i) The Arbitrator's decision shall be rendered, in writing, together with written reasons therefor, to the parties concerned within thirty (30) calendar days following the conclusion of the hearing unless this time is extended with the concurrence of the parties of the dispute.
- (j) Each party shall respectively bear any expenses each has incurred in the presentation of the case to the Arbitrator but any general or common expenses, including the remuneration and expenses of the Arbitrator, shall be divided equally.
- (k) The time limits in Article 35, may be extended by mutual agreement between the parties.

Dated of Montreal this 2nd day of February, 1999.

For the Corporation:

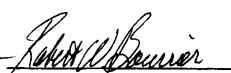
For the Union:



Marc **Tessier**
Director, Safety, Health and Environment



Bill **Coolen**
for Rick Johnston
President, CAW National 4000



Bannan **E.** Woods
Director, Human Relations and Labour Relations

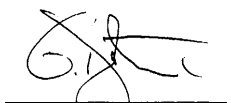
Bob **Bourmier**
for John Moore-Gough
President, CAW Local 100



Edward **J.** Hooper
Senior Manager, Labour Relations



Tom **Wood**
CAW National Representative



L - J
George **Botic**
CAW National Representative
Health and Safety