

Letter of Understanding

Between

VIA Rail Canada

and

Teamsters Canada Rail Conference

The parties discussed and reviewed the two (2) week Locomotive Engineer (LE) training program in a view to standardize the process.

- Definition of terms used in the document

Inside the training location → Applies to LEs whose residence is within eighty (80) kilometers of the training complex.

Outside the training location → Applies to LEs whose residence is in excess of eighty (80) kilometers of the training complex.

Note: Residence location will be confirmed with the shortest available route as determined by Google maps

- Selection of Training Program

Locomotive Engineers will be given the choice to select the training period in advance so they can manage their time effectively. They must ensure their selection will not have his/her CROR and QSOC qualifications expire.

Upon receipt of the Locomotive Engineers selections, in the event the recertification schedule conflicts with the vacation allotment of a particular terminal, the Senior Manager and Local Chairman will address the specific issue.

Locomotive Engineers within the same training location will be allowed to trade dates upon consultation with the Local Chairman and their Senior Manager.

The Corporation will not unreasonably withhold consent to change a scheduled date to attend the training program. On request, the Corporation will consider changing the scheduled date if special circumstances exist and the Locomotive Engineers as requested the change prior to the new date requested.

If the Senior Manager, Transportation and the Local Chairman of the Union are unable to resolve a request to change a scheduled date to attend the training program, the matter will be forwarded immediately to the appropriate General Chairman and the Director, Labour Relations or his delegate for their review.

- Working assignment and Rest days

It is understood that for purposes of replacing the Locomotive Engineer attending this training, the training program will be considered as a fourteen (14) day vacancy. The working assignment vacated will be advertised as a Temporary Vacancy in accordance with applicable rules.

Day 1 - Sunday – Rest day

Monday - Friday – Training days

Saturday – Sunday – Rest days

Monday - Friday – Training days

Day 14 - Saturday – Rest day

It is understood that Locomotive Engineer's attending this two (2) week training course will have their original work assignment altered to the training schedule for the duration of the program.

- Compensation

Locomotive engineers attending the training program will be compensated eight (8) productive hours per day for the ten (10) days occupied in training. The two (2) week period will equal eighty (80) productive hours of compensation at the rate of pay.

Employees attending the training program are not eligible to over and above payments for time spent in classroom.

In the event that the total compensated hours exceed 160 hours in a twenty-eight (28)-day period, overtime payments will be applicable.

Locomotive Engineer attending the training program shall be compensated eight (8) hours over and above the guarantee and counts toward the 8 rest days in the 28 day period on day 1 and 14 of the program.

Notwithstanding the residence location and for the purpose of standardizing the compensation process, employees shall be compensated eight (8) hours over and above the guarantee for each rests days in the middle of the training program schedule and counts toward the 8 rest days rest in the 28 days period.

If a Locomotive Engineer opts to work in the middle of the training program, he will be compensated accordingly to the assignment and will not be compensated 8 hours over and above the guarantee for the specific rest day.

- Expenses

Approved transportation costs for Locomotive Engineers outside the training location will be paid either directly by the Corporation or the cost will be reimbursed to the Locomotive Engineers on submission of expense forms. Each region will determine its method of payment of transportation costs.

Accommodation at the Corporation's designated Hotel will be paid for by the Corporation for those Locomotive Engineers travelling from outside the training location for the full 13 days duration of the training.

All additional expenses such as pay T.V., room service etc. are the responsibility of the employee.

There will be reimbursement for reasonable dry cleaning costs incurred while they attend the training program for Locomotive Engineers outside the training location.

Locomotive Engineers outside the training location wishing to travel home on the weekend in the middle of the program may do so at their own expense, without loss of compensation for those two days but without additional compensation for travelling. They shall advise their Senior Manager Train Operations and ensure room cancellation accordingly thus to avoid additional cost.

- Travel

Locomotive Engineers outside the training location wishing to travel to and from the training location by car, at the beginning and end of the training session, require the prior authorization of their Senior Manager Train Operations. If so authorized they will be reimbursed at the rate per kilometre of the collective agreement no. 1.4 for their travel costs.

- Meals

Employees outside the training location travelling prior to (first Sunday), and from, (last Saturday) will receive the following meal allowance:

- Travel time less than six (6) hours = \$41
- Travel time more than six (6) hours = \$75

Locomotive Engineers from outside the training location, attending the training program will receive \$75.00 per day for meals, for the 12 day duration of the training program.

Locomotive Engineers inside the training location attending the training program will receive \$15.00 for lunch for the 10 days duration of the program.

Note: In the event that the Corporation is paying lunch at the training location, the amount for meal will be reduced by \$15.00.

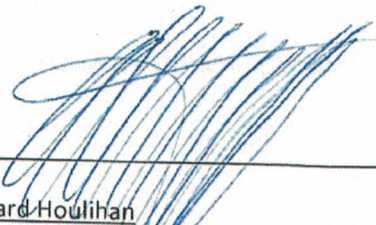
- Return to Service

Locomotive Engineers, on their return to their residence from the training program, will not be considered available for duty prior to 10h00 am on the Sunday. (Excluding the 2 hours calling time)

The Corporation and the Union agree that this agreement is for the purposes of the Locomotive Engineer training program outlined above only. In the event there is a significant change to the location or length of this training program, the parties will meet to discuss what changes, if any, are required to the terms of this agreement.

Signed the day of March 4th 2016 in Montreal

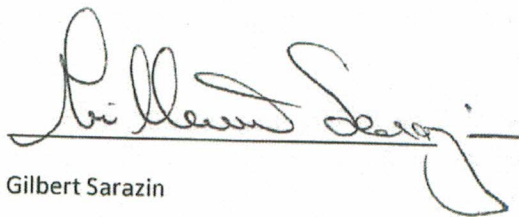
For the Corporation



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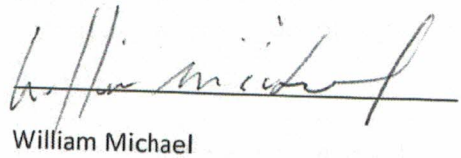
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