

COLLECTIVE AGREEMENT No. 4.2

Between

VIA RAIL CANADA INC.

And

TEAMSTERS CANADA RAIL CONFERENCE

(Revised 2011)

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**SECTION 1
RATES OF PAY**

ARTICLE 1 Rates of Pay

1.1

EFFECTIVE OCT, 2011		RATE PER HOUR	
1ST Class Yard	Rate Per Week \$	Pro Rata \$	Time and One-Half \$
Yardmasters	\$1,356.27	33.90	50.86

Effective January 1st 2011	Rate per week (40 hrs)	Rate per hours	Time and One-Half
1ST Class Yard	1356.2784	33.90696	50.86044

Effective January 1st 2012	Rate per week (40 hrs)	Rate per hours	Time and One-Half
1ST Class Yard	1390.1856	34.75464	52.13196

- 1.2 Yardmasters are defined as those who are directly responsible for yard operations in a certain specified territory during the hours of their assignment.
- 1.3 In the application of paragraphs 1.1 and 1.3 a day's pay for an assignment shall be computed by dividing the weekly rate of pay for the assignment by 5.

Shift Differentials

- 1.4 **Effective October 1, 2003**, Yardmasters and Assistant Yardmasters who commence a shift between the hours of 1400 and 2159 shall receive a shift differential of 40 cents per hour and between the hours of 2200 and 0559 shall receive a shift differential of 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 vacation, general holiday, etc.

SECTION 2 – GENERAL

ARTICLE 2

Scope

- 2.1 The rules and rates of pay contained in this agreement shall govern the services of employees who, at the effective date of this agreement, are recognized as Yardmasters, Assistant Yardmasters, and employees subsequently appointed to such positions by bulletin.
- 2.2 The word « Yardmaster » as used hereinafter shall be understood to mean any employee holding seniority under this agreement.

ARTICLE 3

Relief Work and Preservation of Rates

- 3.1 Unassigned Yardmasters who desire to retain and accumulate seniority under this agreement, must protect, in seniority order, all relief work and extra service as Yardmaster or Assistant Yardmaster in the yard in which employed except that they may have up to ten hours off duty between tours of duty if so desired. An unassigned Yardmaster who is available and who declines to protect work under this paragraph shall forfeit his seniority rights and his name shall be removed from the seniority list.
- 3.2 An unassigned Yardmaster, or an individual used to fill a position covered by this agreement, will be compensated at the rate of pay applicable to such position and in accordance with the hours of service and overtime rules contained herein.
- 3.3 Yardmasters temporarily assigned to a higher rated position for a full day or more will receive the rate of such position. Yardmasters temporarily assigned to lower rated positions shall receive their regular rates while so assigned.

A temporary assignment contemplates the fulfilment of the duties and responsibilities of the position during the time occupied.
- 3.4 The rates of pay for additional positions established shall be in conformity with the rates of pay for positions of similar kind or class.
- 3.5 Established positions shall not be discontinued and new ones created covering relatively the same class of work, for the purpose of reducing the rate of pay.

ARTICLE 4 Hours of Service

- 4.1 Except as otherwise provided in paragraph 4.2 hereof eight consecutive hours shall constitute a day's work.
- 4.2 Where the work is of an intermittent character, there being no work over periods of more than one hour's duration for one or more Yardmasters, split trick assignments may be established by mutual agreement between the General Chairman and proper Officer of the Corporation. Such split trick assignments shall be confined with a spread of twelve consecutive hours in any day, with payment for not less than eight hours within a spread of twelve consecutive hours. The spread of hours may be extended by mutual agreement to take care of exceptional conditions. Split tricks will not be worked in yards where more than two Yardmasters or Assistant Yardmasters are assigned.
- 4.3 Yardmasters who report for duty for a regular or extra assignment shall be allowed a minimum of eight hours' pay, for which eight hours' service may be required, unless they lay off of their own accord, in which event they shall be allowed actual time worked at pro-rata rate.
- 4.4 Regular assignments shall have a fixed starting time, and the regular starting time shall not be changed without at least twenty-four hours' notice to the Yardmaster affected.

The starting time of a Yardmaster shall be the same on all days of the week, except in respect of Yardmasters performing relief work.

- 4.5 When three assignments for Yardmasters are worked in continuous service covering the twenty-four-hour period, the starting time of the first of such assignments will be between 0600 hours and 0800 hours, the second between 1400 hours and 1600 hours, and the third between 2200 hours and 2400 hours.

ARTICLE 5 Overtime and Calls

- 5.1 Time worked by Yardmasters on regular assignments, continuous with, before or after the regularly assigned hours of duty, shall be considered as overtime, and shall be paid for on the actual minute basis at one and one-half times the pro-rata rate.
- 5.2 A Yardmaster required to make a transfer or turnover to another Yardmaster, or complete reports in connection with the operations of the yard, after his regular assigned hours of duty will be allowed 10 minutes at time and one-half the pro-rata rate per shift.

- 5.3 Time worked in excess of the regularly assigned hours, due to changing shifts, shall be paid at pro-rata rates if due to application of seniority rules or where such changes in shifts are mutually arranged.
- 5.4 Yardmasters will not be required to suspend work during regular hours to absorb overtime.
- 5.5 No overtime shall be worked except by direction of proper authority, except in cases of emergency where advance authority is not obtainable. Overtime will not be allowed unless claim is made to the proper officer within forty-eight hours from the time service is performed.
- 5.6 Regularly assigned Yardmasters notified or called to work not continuous with before or after the regularly assigned hours, shall be allowed a minimum of two hours at one and one-half times the pro-rata rate, and if held on duty in excess of two hours, will be allowed compensation on the minute basis at one and one-half times the pro-rata rate. However, Yardmasters may, if conditions justify, be compensated as if a continuous duty. This does not apply to Yardmasters who are stopped before leaving home.
- 5.7 Where relief Yardmasters are available, regularly assigned Yardmasters will not be called.
- 5.8 The hourly pro-rata overtime rate is computed by dividing the weekly rate by 40.

ARTICLE 6 Work-Week

- 6.1 A work-week of forty hours, consisting of five consecutive days of eight hours each, is established, with two days off in each seven, except as provided in articles 6 to 11 inclusive. The work-weeks will be established in accordance with the Corporation's operational requirements.

ARTICLE 7 Beginning of Work-Week

- 7.1 The term « work-week » for regularly assigned Yardmasters shall mean a week beginning on the first day on which the assignment is bulletined to work, and for unassigned Yardmasters shall mean a period of seven consecutive days starting with Monday.

ARTICLE 8
Accumulation of Days Off or
Non-Consecutive Days Off

- 8.1 Where it is not practicable to grant two consecutive days off in a work-week to regularly assigned or regular relief Yardmasters, the Corporation may assign non-consecutive days off or the days off may be accumulated over a period not to exceed five consecutive weeks.

ARTICLE 9
Unassigned Yardmasters

- 9.1 Unassigned Yardmasters may work any five days in a work-week and their days off need not be consecutive.

ARTICLE 10
Relief Assignments

- 10.1 When service is required by the Corporation on days off of regular assignments, it may be performed by other regular assignments, by regular relief assignments, by a combination of regular and regular relief assignments, or by unassigned Yardmasters when not protected in the foregoing manner. Where regular relief assignments are established, they shall, except as otherwise provided in articles 6 to 11 inclusive, have five consecutive days of work. They may on different days, however, have different starting times, providing such starting times are those of the Yardmaster or Yardmasters relieved, and have different points for going on and off duty within the same seniority district which shall be the same as those of the Yardmaster or Yardmasters they are relieving.
- 10.2 Where regular relief assignments cannot be established for five consecutive days on the same shift, as provided for in paragraph 10.1, such assignments may be established for five consecutive days with different starting times on different shifts on different days, providing such starting times are those of the Yardmaster or Yardmasters relieved, and on different days may have different points for going on and off duty in the same seniority district which shall be the same as those of the Yardmaster or Yardmasters they are relieving.

ARTICLE 11

Overtime Provisions – Days Off

- 11.1 A regularly assigned Yardmaster who is required to work on either or both of the days off of the position to which he is regularly assigned shall be paid therefore at the rate of time and one-half, and unassigned Yardmasters worked as such more than five days in a work-week shall be paid time and one-half the basic straight time rates for such excess work, except:
- (a) Where days off are being accumulated under Article 8;
 - (b) When moving from one assignment to another.
- 11.2 There shall be no overtime on overtime; neither shall overtime hours paid for, nor time paid for at straight time rate under exceptions referred to in paragraph 11.1, be utilized in computing the five days referred to in paragraph 11.1; nor shall time paid for in the nature of arbitrations or special allowances such as attending court, inquests, investigations, examinations, deadheading, jury duty, bereavement leave, 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 computation leading to overtime.
- 11.3 Any tour of duty other than Yardmaster shall not be considered in any way in connection with the application of the 5-day workweek, nor shall service under two agreements be combined in any manner in the application of the 5-day workweek. However, service under two agreements, excluding road service, will be restricted to five days in a work-week when qualified relief men who have not worked five days in the work-week, are available at pro-rata rates.
- 11.4 Notwithstanding the provisions of paragraph 11.3, employees who have completed five straight time shifts in their work-week in any grade or class of yard service, either under agreements 4.2, 4.3. or 4.16 or a combination of such agreements, and are required to work one or more additional shifts in their work-week under this agreement, shall be paid one and one-half times the basic straight time rate for such work.

NOTE: Employees assigned to regular shifts who:

- (1) Are compensated a day's pay in lieu of regular wages for attendance at Corporation-initiated meetings during working hours;
or
- (2) Are not required to work on a general holiday falling on one of his regular assigned working days but qualify for general holiday pay;
or
- (3) Work the general holiday and are paid time and one-half for such work.

Will count such day's pay as a day worked in the computation of the 5 straight-time shifts in yard service.

ARTICLE 12

Exercise of Seniority

- 12.1 No employee will be permitted to work more than five days as Yardmaster in a work week except :
- (a) A Yardmaster on regular or regular relief assignment who takes another regular or regular relief assignment as Yardmaster, will be permitted to go on the assignment of his choice and will take the conditions of that assignment;
 - (b) An unassigned Yardmaster who takes a regular or regular relief assignment, will be permitted to go on the assignment of his choice and will take the conditions of that assignment;
 - (c) As provided in paragraphs 11.1 and 11.2 of article 11;
 - (d) Other than as provided in sub-paragraphs (a) and (b) of this paragraph 12.1, when there are no unassigned Yardmasters available to fill a vacancy, in which event rules or practices in effect on the individual properties will govern.

ARTICLE 13

Definition of Number of Days

- 13.1 Reference to number of days in this agreement means calendar, unless otherwise specified.

ARTICLE 14

Non-Allowance of Time Claimed

- 14.1 When there is a question regarding the time or mileage to be paid for, any portion not in dispute will be allowed, and the Yardmaster advised within sixty calendar days from the date of receipt of ticket regarding the portion which is not allowed together with reason why not allowed, otherwise such claim will be paid. In cases where all time or mileage claimed on any time return is disallowed such time return will be within sixty calendar days returned to the Yardmaster through the proper officer of the Corporation, otherwise such claim will be paid.

14.2

- (a) An employee will be considered short paid when not in receipt of wages to which entitled on the designated pay-day for the pay period in which the claim for such wages was submitted.
- (b) An employee who has been short paid may request of the designated officer by telephone the issuance of a voucher to cover such shortage provided that the amount short paid is equivalent to or more than a basic day. Such voucher will be issued within three working days (i.e., excluding weekends and General Holidays) of the employee's request.
- (c) Vouchers will not be issued in respect to:
 - (i) Maintenance of earnings claims; and
 - (ii) Claims arising out of an alleged violation of the Collective Agreement involving disputed wages.

ARTICLE 15

Attending Court

- 15.1 Yardmasters who lose time by reason of being required to attend Court or Coroner's inquest, or to appear as witnesses in cases in which the Corporation is involved, will be paid for time so lost.
- 15.2 If no time is lost, they will be paid for actual time held, with a minimum of two hours at pro-rata rate.
- 15.3 Necessary actual expenses while away from home terminal will be allowed on production of receipts.
- 15.4 Any fee or mileage accruing shall be assigned to the Corporation.
- 15.5 The provisions of Articles 15.1 to 15.4 will also apply to employees who are required by the Corporation or by the National Transportation Agency to attend N.T.A. hearings.

ARTICLE 16

Held for Investigation or Company Business

- 16.1 Yardmasters who, during their off duty time, are required to attend Corporation investigations or who are held off work by the Corporation for such investigations, and no responsibility is attached to them in connection with the matter under investigation (i.e., not subject to discipline), and Yardmasters who are held off work on Corporation business on order of the proper officer, will be paid as provided in paragraphs 16.2 and 16.3.

- 16.2 Yardmasters in assigned service will be paid for actual time lost; when no time is lost, pay will be allowed hour for hour for the first eight hours in each twenty-four hours so held (computed from time required to report or to deadhead) on the basis of one-eighth of the daily rate applicable to the service in which usually engaged.
- 16.3 Yardmasters in unassigned service or on the spare board will be allowed pay hour for hour for the first eight hours in each twenty-four hours so held, (computed from time required to report or to deadhead) on the basis of one-eighth of the daily rate applicable to the service in which usually engaged, and if they lose their turn, pay will be allowed for a full day of eight hours or actual time lost when such time can be clearly determined. Men who lose their turn will take their standing on the board as from the time they are released.
- 16.4 Actual reasonable expenses will be allowed when away from home terminal.
- 16.5 In the application of this article no allowance will be made for deadheading.

ARTICLE 17

Discipline

- 17.1 Employees will not be disciplined or dismissed until the charges against them have been investigated. Employees may, however, be held off for investigation not exceeding 3 days, and will be properly notified, in writing and at least 48 hours in advance, of the charges against him.
- 17.2 Employees may select a fellow employee or accredited representative to appear with them at investigations, will have the right to hear all of the evidence submitted, and will be given an opportunity through the presiding officer to ask questions of witnesses whose evidence may have a bearing on the employees responsibility. Questions and answers will be recorded and the employee and his/her fellow employee or accredited representative will be furnished with a copy of the statement taken at the investigation.
- 17.3 Employees will be advised in writing of the decision within 28 days from the date the employee's statement is completed, except as otherwise mutually agreed. No discipline will apply if discipline is not assessed within 28 days from the date the employee's statement is completed; however, when an officer of the Corporation requests an extension in time limits, such extension shall not be unreasonably withheld. In addition, should employees be absent from service on the last day for the Corporation to render a decision, such as due to vacation, illness, etc., the time limits will be automatically extended by seven days beyond the date the employee returns to service. If not satisfied with the decisions, they will have the right to appeal in accordance with the grievance procedure. On request, the General Chairperson will be shown all evidence in a particular case.

- 17.4 In case discipline or dismissal is found to be unjust, employees will be exonerated, reinstated if dismissed, and paid a minimum day for each twenty-four hours for time held out of service at schedule rates for the class of service in which last engaged.
- 17.5 When employees are to be disciplined, the discipline will be put into effect within 30 days from the date investigation is held.
- 17.6 It is understood that the investigation will be held as quickly as possible, and the layover will be used as far as practicable.
- 17.7 Employees will not be held out of service pending rendering of decision except in cases of dismissable offences.
- 17.8 (a) Employees will not be taken away from their home terminal for investigation except when the situation renders such action unavoidable.

(b) An employee who is instructed to report for investigation at a location other than his/her home terminal, whether or not responsibility in the matter under investigation is subsequently attached, i.e., subject to discipline, shall nevertheless be paid for actual time spent travelling, hour for hour, up to a maximum cumulative total of 8 hours in each 24 hours, at the pro rata rate of pay.

ARTICLE 18

Rest

- 18.1 Provided two hours notice is given, Yardmasters may have rest after eleven hours on duty.
- 18.2 Yardmasters who double through on a second shift without an interval of off-duty time, may have rest after eight hours on the second tour of duty, provided they were not aware that overtime would be required when they accepted the call for the assignment.
- 18.3 Unassigned Yardmasters may book rest upon completion of a tour of duty.
- 18.4 Rest under this Article must be booked in even hours and shall not be less than three hours nor more than twelve hours, exclusive of call time. Once booked, rest may not be changed or cancelled.

ARTICLE 19
Leave of Absence and Protection of Seniority
for Elective Union Positions

19.1 Employees elected to Grand Lodge Office, or as a General or Local Chairman, or as a delegate to any Union activity requiring leave of absence, shall be granted such leave for the term of the office or until completing the activity, as the case may be, for which leave of absence was granted. Application for, or renewal of, such leave must be made by the Union to: the applicant's immediate supervisor for leave of 30 days or less; and the Vice-President of the Region on which the applicant is employed for leave of more than 30 days. Pass transportation will be granted in accordance with Corporation policy.

For Appointive Union Positions

19.2 Leave of absence to appointive Union positions such as Special Representative and Organizer, may be granted at Management's discretion, for a period not in excess of one year, in accordance with Corporation policy.

For Other Reasons

19.3 Leave of absence for other reasons, including personal, for a period not in excess of one year, may be granted at Management's discretion in accordance with Corporation policy.

19.4 Leave of absence shall not be granted under paragraph 19.3, for the purpose of engaging in work outside of the Corporation's service, except in cases involving sickness or other exceptional circumstances, when such leave is approved by the proper officer of the Corporation and the General Chairman.

19.5 All applications for leave of absence must be in writing and must state the reason for such leave and the period for which leave is requested, and must be made to the appropriate officer of the Corporation in sufficient time to permit relief arrangements being made. Authorization for leave of absence must be obtained in writing.

19.6 Extension of leave of absence may be granted when supported by application in writing to the appropriate officer of the Corporation. Such applications must be received in ample time to obtain authorization, or, if authorization is not granted, to enable the employee to return to work at expiration of his leave. Failure to obtain extension or to report for duty on or before expiration of a leave will cause the employee to forfeit all seniority rights.

19.7 Employees on authorized leave of absence will retain and accumulate seniority rights. On resuming duty the provisions of paragraph 24.9 of article 24 will apply.

Returning from Absence of Any Reason

19.8 Employees returning to duty from an absence for any reason must report their availability for duty at least three hours in advance of the starting time of resuming their regular assignment.

ARTICLE 20 Certificate of Service

- 20.1 When an employee is discharged or resigns, he will, as soon as possible, be paid, and given a certificate, on request, stating time of service and what capacities he was employed.

ARTICLE 21 Transportation

- 21.1 Yardmasters transferred by direction of Management to positions which necessitate a change of residence, will receive transportation for themselves, dependent members of their families, and household goods, in accordance with the Corporation's regulations, and will suffer no loss of time in consequence thereof; such loss of time not to exceed two days, unless otherwise specially arranged.
- 21.2 Yardmasters exercising seniority rights to positions which necessitate a change in residence, will receive free transportation for themselves, dependent members of their families, and household goods, in accordance with the Corporation's regulations.

ARTICLE 22 Seniority Grouping and Classification of Yards

Seniority Grouping

- 22.1 The seniority grouping shall be as follows:

- No. 1 Corner Brook, Nfld., Port aux Basques, Nfld., St. John's, Nfld;
- No. 2 Halifax, N.S., Truro, N.S.;
- No. 3 Moncton, N.B., Saint John, N.B.;
- No. 4 Stellarton, N.S.;
- No. 5 Sydney, N.S.;
- No. 6 Limoilou, Que., Joffre, Que., Garneau, Que., Joliette, Que., Chauvigny, Que., Lac Edouard, Que., Shawinigan, Que., Rivière-à-Pierre, Que.;
- No. 7 Parent, Que., Senneterre, Que., Fitzpatrick, Que.;
- No. 8 Montreal Terminal;
- No. 9 Brockville, Ont., Coteau, Que., Richmond, Que.;
- No. 10 Ottawa, Ont.;
- No. 11 Belleville, Ont., Midland, Ont., Lindsay, Ont.;
- No. 12 Toronto Terminal, Oshawa, Ont.;
- No. 13 London, Ont., Oakville, Ont., Hamilton, Ont., Sarnia, Ont.;
- No. 14 Windsor, Ont., Fort Erie, Ont., Niagara Falls, Ont., St. Thomas, Ont., Black Rock, N.Y.;

- No. 15 Stratford, Ont., Palmerston, Ont.;
- No. 16 Capreol, Ont., Hornepayne, Ont., Sudbury, Ont., South Parry, Ont.,
Barrie, Ont.;
- No. 17 Thunder Bay, Ont.;
- No. 18 Winnipeg Terminal;
- No. 19 All other yards on the former Manitoba District;*
- No. 20 Saskatoon Terminal;
- No. 21 Regina Terminal;
- No. 22 All other yards on the former Saskatchewan District;*
- No. 23 Edmonton Terminal;
- No. 24 All other yards on the former Alberta District;*
- No. 25 Vancouver Terminal;
- No. 26 All other yards on the former British Columbia District.*

In Seniority Grouping No. 6 :

Homestead Group No. 1 includes Joliette, Shawinigan and Garneau;

Homestead Group No. 2 includes Limoilou, Rivière-à-Pierre, Lac Édouard, Chauvigny, and Joffre.

* Refers to former administrative territories.

Classification of Yards

22.2 First class:

Halifax, N.S., Moncton, N.B., Limoilou, Que., Joffre, Que., Montreal Terminal, Ottawa, Ont., Belleville, Ont., Toronto Terminal, Oshawa, Ont., London, Ont., Oakville, Ont., Hamilton, Ont., Sarnia, Ont., Windsor, Ont., Fort Erie, Ont., Niagara Falls, Ont., Thunder Bay, Ont., Winnipeg Terminal, Saskatoon Terminal, Edmonton Terminal, Vancouver Terminal.

22.3 Second Class:

Saint John, N.B., Garneau, Que., Brockville, Ont., Black Rock, N.Y., Capreol, Ont., Hornepayne, Ont., Sudbury, Ont., Regina Terminal, Melville, Sask., Kamloops Jct., B.C., Prince George, B.C.

22.4 Third Class:

Corner Brook, Nfld., Port aux Basques, Nfld., St. John's, Nfld, Truro, N.S., Stellarton, N.S., Sydney, N.S., Joliette, Que., Chauvigny, Que., Shawinigan, Que., Rivière-à-Pierre, Que., Lac Édouard, Que., Fitzpatrick, Que., Parent, Que., Senneterre, Que., Coteau, Que., Richmond, Que., St. Thomas, Ont., Stratford, Ont., Palmerston, Ont., South Parry, Ont., Midland, Ont., Lindsay, Ont., Barrie, Ont., Fort Frances, Ont., Rainy River, Ont., Sioux Lookout, Ont., Atikokan, Ont., Brandon, Man., Rivers, Man., Dauphin, Man., Hudson Bay, Man., The Pas, Man., Kamsack, Sask., Watrous, Sask., Biggar, Sask., Humboldt, Sask., Kindersley, Sask., Prince Albert, Sask., North Battleford, Sask., Melfort, Sask., Hanna, Alta., Calgary, Alta., Drumheller, Alta., Edson, Alta., Jasper, Alta., Prince Rupert, B.C.

ARTICLE 23

Seniority Status and Lists

- 23.1 Seniority lists will be posted in the respective seniority groups in January of each year. Such lists will show the names and dates appointed to position covered by this agreement, from which dates seniority will accumulate. Copies of seniority lists shall be posted in a convenient location in each yard office and copies shall be furnished to the Local and General Chairman. Temporary service as Yardmaster shall not establish a seniority date as Yardmaster for the individual so used.
- 23.2 Protests involving seniority status must be filed in writing within sixty days from the date seniority lists are posted. Such protests shall be addressed to the Area Manager and the General Chairman and must contain a concise statement of claim over the personal signature of the Yardmaster submitting the protest. If protest is not filed prior to the expiration of the sixty days after the seniority list has been posted, the seniority list shall be considered as approved. When proof of error is presented by a Yardmaster, or his representative, such error will be corrected and, when so corrected the agreed-upon date shall be final. No change shall be made in the existing seniority status of a Yardmaster unless concurred in by the General Chairman.
- 23.3 The name of an employee who is promoted from a position covered by this collective agreement to a non-unionized position with the Corporation on or after November 22, 1989, shall be continued on the proper seniority list and they shall continue to accumulate seniority in the group from which promoted for a period of two consecutive years. Following this two-year period in such capacity, such employee shall no longer accumulate seniority but shall retain the seniority rights already accumulated. Such employee, when released from non-unionized employment, may within 30 days of such release, exercise his seniority rights to any position in his seniority group which he is qualified to fill and, failing to do so, will forfeit his seniority, in which event his name will be removed from the seniority list.
- 23.4 A Yardmaster who has been discharged, and is subsequently returned to the service in a position covered by this agreement, unless reinstated with his former seniority standing, will only be allowed seniority from the date of his return to the service. A Yardmaster who is not reinstated with his former seniority standing within six months of the date of his discharge, may only be so reinstated by agreement between the proper officer of the Corporation and the General Chairman.

ARTICLE 24

Bulletining and Filling Positions

- 24.1 When the regularly assigned starting time of a position is changed five hours or more, such position shall be declared vacant and bulletined in the seniority

group. The occupant of the position will be permitted to exercise his seniority rights to any position he is qualified to fill, displacing a junior Yardmaster.

- 24.2 Newly created positions of less than thirty days' duration and temporary vacancies, shall be filled without the necessity of bulletining by the senior qualified Yardmaster who makes application therefore within the first four days of the time the position is established or a vacancy occurs. In the application of this paragraph regularly assigned Yardmasters will only be permitted to exercise their rights on temporary vacancies when an increase in rate is involved, or when it is known that the vacancy will be for more than four working days.

NOTE: "Temporary" vacancy is defined as a vacancy in a position caused by the regular occupant being absent from duty or temporarily assigned to other duties.

- 24.3 Newly created positions of thirty days' duration or more, and permanent vacancies (including permanent vacancies created by an employee commencing pre-retirement vacation), shall be bulletined in their respective seniority groups, within five days of such new positions being established or vacancies occurring, it being understood that new positions of indefinite duration need not be bulletined, until the expiration of twenty-five days from date created. All regular or relief assignments will be similarly bulletined to the terminal of the assignments at the Spring and Fall change of timetable.

- 24.4 Bulletins shall show location, descriptive classification (as Yardmaster or Assistant Yardmaster as the case may be), rate of pay, hours of assignment of position and, if temporary, the approximate duration, and shall be posted for five days in places accessible to all Yardmasters affected. Copies of all bulletins issued under this paragraph shall be furnished to the Local Chairman.

- 24.5 Yardmaster desiring such positions will, within the five-day period specified in paragraph 24.4 of this article, forward to the designated officer their application. In the event of no applications being received from Yardmasters with sufficient ability to perform the work, the supervisory officer shall make the appointment.

- 24.6 Appointments shall be made by the supervisory officers and based on qualifications and seniority. Qualifications being equal, seniority shall govern. The same of the appointee shall be bulletined within five days, in the same manner as the position was bulletined.

- 24.7 Bulletined positions will be filled temporarily pending the appointment of successful applicant.

- 24.8 A Yardmaster who is assigned to a temporary vacancy or a temporary position and/or subsequent temporary assignment shall, at the expiration of such temporary employment, be returned to his regularly assigned position.

- 24.9 Yardmasters returning after leave of absence shall resume their former positions respectively, or may within five days thereafter exercise their rights to any

position bulletined during their absence, merit and ability being sufficient, and Yardmasters displaced will be permitted to exercise their seniority in their former seniority groups to any positions they are qualified to fill.

- 24.10 In applying rules governing promotion, demotion and seniority, the supervisory officer shall make the appointment, subject to appeal, as a grievance under article 36, when the senior applicant is not awarded the position.
- 24.11 Unassigned Yardmasters who desire to retain and accumulate seniority under this agreement, shall make application for all regular assignments in the yard in which employed, which are bulletined under the provisions of this article. An unassigned Yardmaster who declines to accept a regular assignment, in accordance with his seniority under this agreement, shall forfeit his seniority rights and his name shall be removed from the seniority list.

ARTICLE 25

Reduction in Staff

- 25.1 When reducing forces, senior Yardmasters with sufficient ability to perform the work will be retained. As much advance notice as possible of the reduction in forces will be given to the Yardmasters affected.
- 25.2 A Yardmaster whose position is abolished or who is displaced shall be entitled to exercise his seniority rights within his seniority group, displacing a junior employee, providing he has sufficient ability to perform the work.
- 25.3 A displaced Yardmaster shall make his choice in writing within five days and must commence work within thirty days, unless prevented by illness or other cause for which bona fide leave of absence has been granted. A Yardmaster who fails to make his choice within five days will only be entitled to spare work. The time limit set in this paragraph will apply to a Yardmaster who is on leave of absence at the time of displacement, from the date he reports for duty.

ARTICLE 26

Jury Duty

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

ARTICLE 27

Payment for Examinations

Periodic Medical Examinations

- 27.1 An employee required to take a periodic medical examination during his off-duty hours shall be allowed payment of 3 hours' pay on the basis of one-eighth of the daily rate applicable to the service last performed.

Periodic Rules Examinations

- 27.2 An employee required to take a periodic examination in the Uniform Code of Operating Rules during off-duty hours, shall be allowed payment on the following basis.
- (a) An employee required to take a periodic "A" rules examination shall be allowed 4 hours' pay on the basis of 1/8th of the daily rate applicable to the service last performed.
 - (b) Payment will not be made to an employee directed to take a rules examination as a disciplinary measure, nor will an employee be paid for taking a rules examination which he or she fails to pass to the satisfaction of the rules examiner.

Effective July 1, 1990, an employee required to take a periodic examination in the subjects mandated by the Railway Employee Qualification Standards Regulations, including the Uniform Code of Operating Rules or its successor, during off-duty hours, shall be allowed payment on the following basis:

- (a) An employee required to take such examination shall be allowed 8 hours pay at the basic rate applicable to the service last performed.
- (b) Payment will not be made to an employee directed to take such examination as a disciplinary measure, nor will an employee be paid for taking such examinations, which he or she fails to pass to the satisfaction of the rules examiner.

ARTICLE 28

Benefit, Dental and Extended Health Care Plans

Benefit Plan

28.1 Benefits shall be available in accordance with the terms of the Benefit Plan for unionized employees.

Dental Plan

28.2 Benefits shall be available in accordance with the terms of the Dental Plan for unionized employees.

Extended Health Care Plan

28.3 Benefits shall be available in accordance with the terms of the Extended Health Care Plan for unionized employees.

ARTICLE 29

Medicare Allowance

- 29.1 Subject to the provisions of this article, a monthly medicare allowance shall be applied against payments provided for under any government medical care program.
- 29.2 For employees, regardless of marital status, resident in the Province of Quebec, the allowance shall be \$10 per month. For employees, other than those resident in the Province of Quebec, if single, the allowance shall be \$5.50 per month or, if married, the allowance shall be \$11.50 per month.
- 29.3 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 program.
- 29.4 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.

- 29.5 Subject to the provisions of paragraphs 29.3 and 29.4, the allowance will be made in respect of each employee covered by this agreement, provided he performs compensated service during the month for which the allowance is made.
- 29.6 Notwithstanding the provisions of paragraph 29.5, an employee who does not perform service in any calendar month but who is in receipt of a weekly indemnity payment under the provisions of the "Benefit Plan for Train and Engine Service Employees" will be treated as follows:
- (a) If he is resident in a province where a medicare premium or medicare tax is payable, he will be eligible for the amount of such premium or tax up to the maximum amount stipulated in paragraph 29.2, or such lesser amount as is required to pay the premium or tax in such province.
 - (b) If he is resident in a province where no medicare premium or medicare tax is required, no payment will be made.
- 29.7 The application of this article shall not result in a duplicate payment consequent upon the inclusion of a medicare payment provision in any other agreement.

ARTICLE 30

Life Insurance upon Retirement

- 30.1 An employee who retires from the service of the Corporation subsequent to December 1, 1989, will, provided he is 55 years of age or over and has not less than 10 years' cumulative compensated service, be entitled upon retirement, to a \$4,500.00 life insurance policy, fully paid up by the Corporation.

ARTICLE 31

Bereavement Leave

- 31.1 An employee who has not less than 3 months of cumulative compensated service shall, upon the death of the employee's spouse, child, parent, step-parent, mother-in-law, father-in-law, brother, sister, step-brother, step-sister, brother-in-law or sister-in-law, be entitled to 3 consecutive calendar days bereavement leave. An employee will be compensated for actual time lost, exclusive of overtime, within such 3 calendar days.

NOTE: In the application of this Article, "employee's spouse" means the person who is legally married to the employee and who is residing with or supported by the employee, provided that, if there is no legally married spouse, it means the person that qualifies as spouse under the definition of that word in Section 2(1) of the Canadian Human Rights Benefits Regulations, as long as such person is residing with the employee.

ARTICLE 32 General Holidays

32.1 An employee who qualifies in accordance with paragraph 32.2 hereof, shall be granted a holiday with pay on the following general holidays, including general holidays falling on an employee's rest day:

All Provinces:

New Year's Day

The day after that on which New Year's Day is observed, except when New Year's Day falls on a Friday this holiday will be observed on the following Monday.

Good Friday

Victoria Day

Canada Day

Labour Day

Thanksgiving Day

Christmas Day

Boxing Day

Nova Scotia and Prince Edward Island:

Easter Monday

Remembrance Day

New Brunswick:

Remembrance Day

New Brunswick Day (first Monday in August)

Quebec:

St. Jean Baptiste Day (in substitution for Remembrance Day)

First Monday in August

Ontario, Manitoba, Saskatchewan, Alberta and British Columbia:

Civic Holiday (the first Monday in August)

Remembrance Day

Newfoundland:

Discovery Day

Remembrance 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 the day after that on which New Year's Day is observed in the other provinces.

The day after that on which New Year's Day is observed – (when New Year's Day falls on a Friday, this holiday will be observed on the following Monday) – applicable in the Province of Quebec only.

Except as otherwise provided in this paragraph 32.1 when any of the above holidays falls on Sunday or Saturday, the day observed by the Federal Government in respect of its employees as the holiday shall be substituted.

32.2 In order to qualify for pay on any of the holidays specified in paragraph 32.1, an employee shall have completed 30 days of continuous employment relationship and in addition:

(a) Shall commence a shift or tour of duty on the general holidays;

OR

(b) Shall be entitled to wages for at least 12 shifts or tours of duty during the 30 calendar days immediately preceding the general holiday;

NOTE: Provided that an employee is available for work on the general holiday, absences from shifts or tours of duty because of bona fide injury, hospitalization, illness for which the employee qualifies for weekly sickness benefits and authorized maternity leave will be included in determining the 12 shifts or tours of duty referred to in this sub-paragraph (b).

AND

(c) Unless cancelled, shall be available for duty on such holiday if it occurs on one of his work-days excluding vacation days.

An employee under rest for any portion of a holiday where the rest booked pursuant to article 18 is 12 hours or less consecutive with his last shift or tour of duty shall not be considered unavailable, under this sub-paragraph (c), because of such rest period.

This sub-paragraph (c) shall 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 indemnity benefits because of illness on such holiday.

(d) In the application of sub-paragraph (b) of this paragraph 32.2, a regularly assigned employee who has been cancelled on an assigned working day will count such day(s) as qualifying day(s) in the calculation of the required number of shifts or tours of duty during the 30 calendar days immediately preceding the general holiday.

32.3 A qualified employee whose vacation period coincides with a general holiday specified in paragraph 32.1 hereof shall be paid the amount specified for his classification in paragraph 32.5.

32.4 An employee who does not qualify under paragraph 32.2 with respect to pay for a general holiday and who is required by the Corporation to work on that day shall be paid in accordance with the provisions of the Wage Agreement.

- 32.5 An employee qualified under paragraph 32.2 hereof and who is not required to work on a general holiday shall be paid a day's pay at the rate of the Yardmaster's or Assistant Yardmaster's position he would have filled had he worked on the holiday. Such payment shall be calculated as provided in paragraph 1.5 of Article 1.
- 32.6 An employee qualified under paragraph 32.2 hereof and who is required to work on a general holiday shall be paid, in addition to the pay provided in paragraph 32.5 hereof at a rate equal to one and one-half times the pro-rata of pay for the actual time worked by him on that holiday with a minimum of 5 hours and 20 minutes for which 5 hours and 20 minutes' service may be required. When more than one shift or tour of duty is worked by an employee on a general holiday, the provisions of this paragraph 32.6 shall apply only to the first eight hours worked.
- 32.7 Shifts or tours of duty commencing between 0001 hours and 2359 hours, both inclusive, on the general holiday specified in paragraph 32.1 or this article shall be considered as work on that holiday.
- 32.8 For the purpose of this article "deadheading" for which compensation is paid under another agreement shall be deemed to be a tour of duty worked.
- 32.9 The application of this article shall not result in a duplicate payment consequent upon the inclusion of a general holiday provision in any other agreement.

ARTICLE 33

Annual Vacation

- 33.1 An employee who at the beginning of the calendar year is not qualified for vacation under paragraph 33.2 hereof, will be allowed one calendar day's vacation for each twenty-six days worked and/or available for service, or major portion of such days during the preceding calendar year with a maximum of two weeks. Compensation for such vacation will be 4% of the gross wages of the employee during the preceding calendar year. This basis applies during subsequent years until qualifying for further vacation under paragraph 33.2.
- 33.2 Subject to the provisions of paragraph 33.3 hereof, an employee who, at the beginning of the calendar year, has maintained a continuous employment relationship for at least 4 years and who has rendered compensated service in 40 calendar months calculated from the date of entering service, shall have his vacation scheduled on the basis of one calendar day's vacation for each 17 days worked and/or available for service, or major portion of such days, during the preceding calendar year, with a maximum of three weeks. Compensation for such vacation will be 6% of the gross wages of the employee during the preceding calendar year. This basis applies during subsequent years until qualifying for further vacation under paragraph 33.4 hereof.

- 33.3 An employee covered by paragraph 33.2 hereof will be entitled to vacation on the basis outlined therein if on his fifth or subsequent service anniversary date he has rendered compensated service in 50 calendar months; otherwise his vacation entitlement will be calculated as set out in paragraph 33.1 hereof. 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's employment relationship with the Corporation is terminated for any reason prior to his next vacation, the adjustment will be made at time of leaving.
- 33.4 Subject to the provisions of paragraph 33.5 hereof, an employee, who, at the beginning of the calendar year, has maintained a continuous employment relationship for at least 11 years and who has rendered compensated service in 110 calendar months, calculated from the date of entering service, shall have his vacation scheduled on the basis for one calendar day's vacation for each 13 days worked and/or available for service, or major portion of such days during the preceding calendar year, with a maximum of four weeks. Compensation for such vacation will be 8% of the gross wages of the employee during the preceding calendar year. This basis applies during subsequent years until qualifying for further vacation under paragraph 33.6 hereof.
- 33.5 An employee covered by paragraph 33.4 hereof will be entitled to vacation on the basis outlined therein if on his twelfth or subsequent service anniversary date he has rendered compensated service in 120 calendar months; otherwise his vacation entitlement will be calculated as set out in paragraph 33.2 hereof. 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's employment relationship with the Corporation is terminated for any reason prior to his next vacation, the adjustment will be made at time of leaving.
- 33.6 Effective January 1, 1986, subject to the provisions of paragraph 33.7 hereof, an employee who, at the beginning of the calendar year, has maintained a continuous employment relationship for at least 19 years and who has rendered compensated service in 190 calendar months, calculated from date of entering service, shall have his vacation scheduled on the basis of one calendar day's vacation for each 10 days worked and/or available for service or major portion of such days, during the preceding calendar year, with a maximum of five weeks. Compensation for such vacation will be 10% of the gross wages of the employee during the preceding calendar year. This basis applies during subsequent years until qualifying for further vacation under paragraph 33.8 hereof.
- 33.7 Effective January 1, 1986, an employee covered by paragraph 33.6 hereof, will be entitled to vacation on the basis outlined therein if on his twentieth or subsequent service anniversary date he has rendered compensated service in 200 calendar months; otherwise his vacation entitlement will be calculated as set out in paragraph 33.4 hereof. 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's employment relationship with the Corporation is terminated for any reason prior to his next vacation, the adjustment will be made at time of leaving.

- 33.8 Subject to the provisions of Articles 33.9 and 33.10 hereof, an employee, who, at the beginning of the calendar year, has maintained a continuous employment relationship for at least 26 years and who has rendered compensated service in 260 calendar months, calculated from date of entering service, shall have his vacation scheduled on the basis of one calendar day's vacation for each 8-2/3 days worked and/or available for service or major portion of such days, during the preceding calendar year, with a maximum of six weeks. Compensation for such vacation will be 12% of the gross wages of the employee during the preceding calendar year.
- 33.9 An employee covered by paragraph 33.8 hereof will be entitled to vacation on the basis outlined therein if on his twenty-seventh or subsequent service anniversary date he has rendered compensated service in 270 calendar months; otherwise his vacation entitlement will be calculated as set out in Article 33.6 hereof. 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's employment relationship with the Corporation terminates for any reason prior to his next vacation, the adjustment will be made at time of leaving.
- 33.10 In the application of paragraph 33.8 hereof, the Corporation will have the option of:
- (a) Scheduling an employee for five weeks' vacation with the employee being paid for the sixth week at pro-rata rates; or
 - (b) Splitting the vacation on the basis of five weeks and one week.
- 33.11 In computing service under paragraphs 33.1 to 33.9 inclusive, days worked in any position covered by similar vacation rules will be accumulated for the purpose of qualifying for vacation with pay.
- 33.12 Subject to the provisions of paragraphs 33.3, 33.5, 33.7, and 33.9 an employee who is retired, leaves the service of his own accord, is dismissed for cause, or whose services are dispensed with, shall be paid an amount appropriate to his service entitlement calculated as provided for in paragraphs 33.1 to 33.9 inclusive, for any vacation due him up to the time of termination of his service.
- 33.13 An employee who at the time of termination of his service has not qualified for vacation as provided for in paragraph 33.1 hereof shall be paid 4% of his gross earnings for the calendar year in which his service is terminated.
- 33.14 An employee who leaves the service of his own accord, or is dismissed for cause and not reinstated in the service within two years of date of such dismissal, will if

subsequently returned to the service, be required to again qualify for vacation with pay as per paragraphs 33.1 to 33.9 inclusive.

33.15 In the event of death of an employee, vacation pay to which he is entitled up to the time of his death will be paid to the estate of the deceased.

33.16 An employee who is laid off during the year and who has not been recalled at the beginning of the ensuing calendar year will have the right to request on two weeks' notice vacation pay due at any time during the ensuing calendar year prior to being recalled to service.

33.17 Time off because of layoff, bona fide illness, injury, or attendance to organization business (except on full-time basis), shall be included for qualification purposes in paragraphs 33.1 to 33.9 inclusive.

NOTE: In the application of this paragraph the words "(except on full-time basis)" do not apply to employees covered by the provisions of paragraph 19.1 of Article 19.

33.18 An employee who has become entitled to a vacation with pay shall be granted such vacation within a twelve-month period immediately following the completion of the calendar year of employment in respect of which the employee became entitled to the vacation.

33.19 Insofar as practicable, preference shall be given in order of seniority of the applicants where applications for vacation have been filed on or before January 15th of each year; such preference shall not be granted where applications have been filed after January 15th. Employees must take their vacation at the time allotted and those who do not apply for it prior to January 15th shall be required to take their vacation at a time prescribed by the Corporation.

33.20 An employee who, while on annual vacation, becomes ill or is injured, shall have the right to terminate (temporarily) his vacation and be placed on weekly indemnity. An employee who is again fit for duty shall immediately so inform the Corporation officer in charge and will continue his vacation if within his scheduled dates. If the remaining vacation falls outside the employee's scheduled dates, such vacation will be rescheduled as may be mutually agreed between the proper officer of the Corporation and the local chairman of the Union.

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

33.22 An employee who is entitled to vacation shall take same at the time scheduled. However, if the Corporation reschedules an employee's scheduled vacation dates other than on request of the employee; by mutual agreement with the employee; or where the vacation is rescheduled under paragraphs 33.20 and 33.21 above, he shall be given at least 3 weeks' advance notice of such rescheduling and will be entitled to the following penalty payment:

For each calendar day during his originally scheduled vacation period on which he performs service or is available for service, one-seventh of 1% of the employee's gross wages during the preceding calendar year; payable during the period of his rescheduled vacation dates.

The rescheduled vacation with pay to which he is entitled will be granted at a mutually agreed upon later date. This paragraph 33.22 does not apply where rescheduling is a result of an employee exercising his seniority to a position covered by another vacation schedule.

- 33.23 Employees desiring an advance vacation payment must make application for same not later than five weeks prior to commencing their vacation. The advance vacation payment shall be 4% of the employee's previous year's earnings, less an appropriate amount (approximately 30%) to cover standard deductions.
- 33.24 An employee who is retiring may at his option elect to either take his vacation prior to the last day of the month in which he retires or work until the last day of said month and receive a lump sum payment equivalent to his remaining vacation. Such lump sum in lieu of pre-retirement vacation will not be included in earnings for the purpose of calculating pensionable earnings under the VIA Pension Plan.

ARTICLE 34

Material Changes in Working Conditions

- 34.1 The Corporation will not initiate any material change in working conditions which will have materially adverse effects on employees without giving as much advance notice as possible to the General Chairman concerned, along with a full description thereof and with appropriate details as to the contemplated effects upon employees concerned. No material change will be made until agreement is reached or a decision has been rendered in accordance with the provisions of paragraph 34.1 of this article.
- (a) The Corporation will negotiate with the Union measures other than the benefits covered by paragraphs 34.2 and 34.3 of this article to minimize such adverse effects of the material change on employees who are affected thereby. Such measures shall not include changes in rates of pay. Relaxation in Agreement provisions considered necessary for the implementation of a material change is also subject to negotiation.
- (b) While not necessarily limited thereto, the measures to minimize adverse effects considered negotiable under sub-paragraph (a) above may include the following:
- (1) Appropriate timing
 - (2) Appropriate phasing

- (3) Hours on duty
- (4) Work distribution
- (5) Adequate accommodation
- (6) Bulletining
- (7) Seniority arrangements
- (8) Layoff Benefits
- (9) Severance Pay
- (10) Maintenance of basic rates

The foregoing list is not intended to imply that any particular item will necessarily form part of any agreement negotiated in respect of a material change in working conditions.

- (c) The negotiations referred to in sub-paragraph (a) above shall be conducted between the Regional Vice-President (or his delegate) and the General Chairman and shall commence within 20 days of the Date of the notice specified in this paragraph 34.1. If the negotiations do not result in mutual agreement within 30 calendar days of their commencement, the issue or issues, remaining in dispute shall, within seven days of the cessation of negotiations, be referred to the Assistant Vice-President – Labour Relations, of the Corporation and the Vice-President of the Union for mediation by a Board of Review composed of two senior officers from each party. Such referral shall be accompanied by a Joint Statement of Issue, or Issues, remaining in dispute together with a copy of the notices served by the Corporation on the Union under this paragraph 34.1 and a summary of the items agreed upon.

In the event neither party desires to submit the issue, or issues, remaining in dispute to a Board of Review the dispute shall be referred to the Arbitrator as provided in sub-paragraph (d) below.

- (d) The Board of Review shall, within 20 days from the date of reference of the dispute, make its findings and recommendations. If the Board is unable to arrive at a decision within the time limits specified herein or such extended time limits as provided for in sub-paragraph (e) hereof, or if its recommendations are not agreeable to either party, a Joint Statement of Issue, or Issues, remaining in dispute may be referred within seven days by either party to a single arbitrator who shall be the person from time to time occupying the position of Arbitrator for the Canadian Railway Office of Arbitration.

In the event that the parties do not agree upon a Joint Statement of Issue, or Issues, remaining in dispute, either or each may submit a separate statement to the Arbitrator in accordance with the procedure outlined above for the Joint Statement and the other party will be provided with a copy thereof.

The Arbitrator shall hear the dispute within 30 days from date of the request for arbitration and shall render his decision together with reasons therefor in writing within 15 days of the completion of the hearing.

At the hearing before the Arbitrator, argument may be presented orally or in writing and each party may call such witnesses as it deems necessary.

- (e) Time limits specified in sub-paragraphs (c) and (d) above may be extended by mutual agreement, or upon request of the Arbitrator, in respect of time limits specified for the hearing and the rendering of the decision.
- (f) The decision of the Arbitrator shall be confined to the issue or issues placed before him which shall be limited to measures for minimizing the adverse effects of the material change upon employees who are affected thereby, and to the relaxation in Agreement provisions considered necessary for the implementation of the material change, and shall be final and binding upon the parties concerned.
- (g) The Corporation and the Union 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 of the Arbitrator, shall be divided equally.
- (h) The appointment of the Arbitrator referred to in sub-paragraph (d) above may be revoked at any time by either party upon 60 days written notice to the other and replaced by mutual agreement between the parties.
- (i) In the event either party serves notice as provided in sub-paragraph (h) above, or the permanent arbitrator serves notice on the parties of his intention to terminate his appointment, and there are disputes requiring final determination during a period in which there is no permanent arbitrator, the parties will, within 27 days of cessation of negotiations at the regional level, agree upon an arbitrator to hear such dispute. If the parties cannot agree on the selection of an arbitrator, either party may immediately request the Minister of Labour to appoint an arbitrator to hear such dispute. Such ad hoc arbitrator will, in respect of hearing the dispute and rendering a decision, be governed by the time limits specified in sub-paragraph (d), and by the provision of sub-paragraph (f) above.
- (j) Notwithstanding the provisions of this paragraph 34.1, changes involving the relocation of employees shall not be made earlier than 15 days following the decision of the Arbitrator.
- (k) This article does not apply in respect of changes brought about by the normal application of the collective agreement, changes resulting from a decline in business activity, fluctuations in traffic, traditional reassignment of work or other normal changes inherent in the nature of the work in which employees are engaged.

- (l) A dispute concerning the applicability of this article to a change in working conditions will be processed as a grievance by the General Chairman direct to the Regional Vice-President, and must be presented within 60 days from the date of the cause of the grievance.

Relocation Expenses

34.2 The benefits set forth in this paragraph 34.2 shall be allowed, where applicable, to an eligible employee. They shall apply to an eligible employee only once for each change.

- (a) **Eligibility:**
The eligibility of specific employees for relocation benefits specified below will be negotiated provided that in each case the following basic qualifications are fulfilled.
- (b) **An employee:**
 - (i) Must have 24 months cumulative compensated service (to establish one month of cumulated compensated service, an employee must, for the purposes of this article, in that month have worked and/or been available for service on 21 days or major portion thereof);
 - (ii) Must occupy unfurnished living accommodation to be eligible for benefits under sub-paragraphs (d), (h) and (i) of this paragraph 34.2;
 - (iii) Must establish that it is impractical for him to commute daily to new location.

Relocation Benefits

- (c) Payment of door-to-door moving expenses for the eligible employee's household goods and his automobile, including packing and unpacking, insurance, and up to one month's storage; the mode of transportation to be determined by the Corporation.
- (d) An allowance of up to \$550.00 (effective January 1990: \$650.00) for incidental expenses actually incurred as a result of relocation.
- (e) Reasonable transportation expenses from his former location to his new location, by rail or, if authorized, by bus or employee-owned automobile, and up to \$165.00 for an employee without dependants, and an additional amount of \$65.00 will be paid for each dependant for meals and temporary living accommodation. In the application of this paragraph (e), a spouse will be considered as a dependent.
- (f) Effective January 1, 1986, upon authorization, an employee may drive his automobile to his new location at an allowance of 21 cents per kilometre.

- (g) In order to seek accommodation in his new location and/or to move to his new location, an employee will be allowed a continuous period of leave up to one week (seven consecutive calendar days). Payment for such leave will be a basic day's pay for each such day, up to a maximum of 5 days, at the rate applicable to the service last performed.
- (h) Reimbursement for loss sustained on the sale of a relocating employee's private home which he occupied as a year-round residence, provided that the Corporation is given the right in priority to everyone to purchase the home. Loss sustained is determined as the difference between the value determined in accordance with Appendix "A" plus any real estate agent and legal fees, and the amount established as the selling price in the deed of sale.

The procedure to be following in respect of determining the loss, if any, on the sale of a home shall be as described in Appendix "A" of this agreement.

An eligible employee who desired to sell his house and receive any benefit to which he may be entitled under this sub-paragraph (h) must advise the Corporation's officer concerned accordingly within 12 months of the date the initial change takes place. No employee shall be entitled to any claim under this sub-paragraph (h) if the house is not listed for sale within 60 days of the date of the final determination of value and thereafter the house continues to be listed for sale. Any claim for reimbursement under this sub-paragraph (h) must be made within 12 months of the final determination of value.

- (i) Payment of the cost of moving a wheeled mobile home which the employee occupies as a year-round residence. The selection of the mover and the cost of moving the mobile home shall require the prior approval of the Corporation and shall not, in any event, exceed a total cost of \$5,000.00. Receipts shall be required.
- (j) If an employee who is eligible for moving expenses does not wish to move his household to his new location, he may opt for a monthly allowance of \$135.00 (effective January 1, 1990 \$140.00, effective January 1, 1991 \$145.00) which will be payable so long as he remains at his new location, for a maximum of 12 months from the date of transfer to his new location. An employee claiming under this paragraph (j) may elect within such 12-month period to move his household effects, in which case the amount paid out under this paragraph (j) shall not be deducted from the relocation expenses allowable.
- (k) Alternatively to sub-paragraph (h), the cost of terminating an unexpired lease and legal costs connected therewith up to a value of three months' rent, where the relocating employee was renting a dwelling which he occupied as a year-round residence, except that where such lease was entered into following the notice of the change without prior approval of

the Corporation no benefit will be provided. Such prior approval will not be unreasonably withheld. Should the law require payment of more than three months' rent in order to terminate a lease, such additional amount will be paid providing the employee first secures the Corporation's approval to pay in excess of three months' rent.

Early Retirement Allowance

34.3 An employee whose position is abolished by a change made under the provisions of paragraph 34.1 of this article or who is displaced by a senior employee, such displacement being brought about directly by and at the time of implementation of such change will, if he is eligible to receive an early retirement pension with an actuarial cutback, be entitled to receive:

- (a) An allowance of \$60.00 per month commencing in the month immediately following the last month in which the employee received wages and continuing each month until the date at which he would have been eligible for the pension without a cutback. The maximum period for which the employee will be eligible for the allowance is 5 years;

OR

- (b) A lump sum payment calculated as follows:

AGE AT RETIREMENT	LUMP SUM EQUIVALENT OF THE TOTAL VALUE OF MONTHLY ALLOWANCES HE COULD HAVE RECEIVED UNDER THIS PROVISION
55	75% up to 60 months entitlement
56	80% up to 48 months entitlement
57	85% up to 36 months entitlement
58	90% up to 24 months entitlement
59	95% up to 12 months entitlement

An employee who elects benefits under this paragraph 34.3 will not be entitled to any other benefits provided elsewhere in this article.

The early retirement allowance will cease upon the death of the employee.

34.4 The benefits granted under this article shall be reduced in whole or in part in each case by any amount to which an employee is entitled from any other assistance program established for similar purposes.

Canada Labour Code

34.5 This article is intended to assist employees affected by any technological change to adjust to the effects of the technological change and Sections 150, 152 and 153, Part V of the Canada Labour Code do not apply. The provisions of this article are intended, as well, to minimize the impact of termination of employment

on the employees represented herein and Sections 60.11 to 60.15 inclusive of Part III of the Canada Labour Code do not apply.

ARTICLE 35

Interpretation of Agreement

- 35.1 Any question of interpretation of this agreement which may arise will be taken up by the General Chairman with the proper officer of the Corporation.

ARTICLE 36

Grievance Procedure

- 36.1 A grievance concerning the interpretation or alleged violation of this agreement (including one involving a time claim) shall be processed in the following manner:

An appeal against discharge, suspension, demerit marks in excess of thirty and restrictions shall be initiated at Step 3 of this grievance procedure. All other appeals against discipline imposed shall be initiated at Step 2 of this grievance procedure.

(a) Step 1 – Presentation of Grievance to Immediate Supervisor

Within 60 calendar days from the date of cause of grievance the employee or the Local Chairman may present the grievance in writing to the immediate supervisor. The grievance shall include a written statement of grievance as it concerns the interpretation or alleged violation of the agreement and identify the specific provisions involved. The supervisor will give his decision in writing within 60 calendar days of receipt of the grievance. In case of declination the supervisor will state his reasons for the decision in relation to the statement of grievance submitted. Time claims which have been declined or altered by an immediate supervisor or his delegate, will be considered as being handled at Step 1.

(b) Step 2 – Appeal to Superintendent (Transportation)

Within 60 calendar days of the date of the decision under Step 1, or in the case of an appeal against discipline imposed within 30 calendar days of the date on which the employee was notified of the discipline assessed, the Local Chairman may appeal the decision in writing to the Superintendent (Transportation). The appeal shall include a written statement of grievance as it concerns the interpretation or alleged violation of the agreement, and identify the specific provisions involved.

The written statement in the case of an appeal against discipline imposed shall outline the Union's contention as to why the discipline should be reduced or removed.

The decision will be rendered in writing within 60 calendar days of receipt of the appeal. In the case of declination, the decision will contain the Corporation's reasons in relation to the written statement of grievance submitted.

(c) Step 3 – Appeal to Regional Vice-President

Within 60 calendar days of the date of the decision under Step 2 the General Chairman may appeal the decision in writing to the Vice-President.

The appeal shall be accompanied by the Union's contention, and all relevant information concerning the grievance and shall:

- (i) Be examined in a meeting between the Vice-President or his delegate, and the General Chairman within 60 calendar days of the date of the appeal. The Vice-President shall render his decision in writing within 30 calendar days of the date on which the meeting took place; or
- (ii) Should the Vice-President consider that a meeting on a particular grievance is not required, he will so advise the General Chairman and render his decision in writing within 60 calendar days of the date of the appeal.

NOTE: The appeal at Step 3 for employees of Terra-Transport will be to the President and General Manager, Terra-Transport.

Final Settlement of Disputes

36.2 A grievance which is not settled at the Vice-President's Step of the grievance procedure may be referred by either party to the Canadian Railway Office of Arbitration for final and binding settlement without stoppage of work.

36.3 A request for arbitration shall be made within 60 calendar days from the date decision is rendered in writing by the Vice-President, by filing written notice thereof with the Canadian Railway Office of Arbitration and on the same date a copy of such filed notice will be transmitted to the other party to the grievance.

General

36.4 Any grievance not progressed by the Union within the prescribed time limits shall be considered settled on the basis of the last decision and shall not be subject to further appeal. The settlement of a grievance on this basis will not constitute a precedent or waiver of the contentions of the Union in that case or in respect of other similar claims. Where a decision is not rendered by the appropriate officer of the Corporation within the prescribed time limits, the grievance may, except as provided in the following paragraph 36.5, be progressed to the next step in the grievance procedure.

36.5 In the application of paragraph 36.1 of this article to a grievance concerning an alleged violation which involves a disputed time claim, if a decision is not

rendered by the appropriate officer of the Corporation within the time limits specified, such time claim will be paid. Payment of time claims in such circumstances, will not constitute a precedent or waiver of the contentions of the Corporation in that case or in respect of other similar claims.

- 36.6 When provision is made in this article for the appeal of a grievance to a designated Corporation officer, the Corporation may substitute another Regional or Area officer for the officer designated by advising the General Chairman concerned in writing.
- 36.7 The settlement of a grievance shall not under any circumstances involve retroactive pay beyond a period of ninety calendar days prior to the date that such grievance was submitted at the first applicable Step of the grievance procedure.
- 36.8 Time limits specified in this article may be extended by mutual agreement.
- 36.9 When a recorded conversation may be relevant to the disposition of a grievance, the Local Chairman may make a request to hear a specific recorded conversation. Such requests must be made within 60 days from the date of the conversation. Arrangements will then be made to permit the Local Chairman to listen to the recorded conversation.

ARTICLE 37

Manning of Assignments in Case of Work Stoppage Atlantic, St. Lawrence and Great Lakes Regions

- 37.1 The parties to this agreement agree that in the case of a work stoppage by employees in the railway industry which would cause a major disruption in assignments, every effort should be made to avoid such disruptions.
- 37.2 To avoid such disruptions the local supervisory officer of the Corporation and the local chairman of the Union will, as soon as possible, enter into such local arrangements in writing as may be required.
- 37.3 If no local arrangements are entered into pursuant to paragraph 37.2 hereof the following conditions will apply:
- (a) If an assignment is cancelled the incumbent will stay on such assignment, in which event, the period of cancellation will not exceed two consecutive calendar days.
 - (b) Assignments which are abolished, will not be re-established until operations return to normal. In the interval, work which would have been performed by the abolished assignments will be manned on a first-in, first-out basis by the Yardmasters whose positions have been abolished.

(c) When normal operations are resumed, an employee will return to the assignment, including temporary vacancy, which he held at the time of the abolishment.

37.4 The provisions of this article shall prevail notwithstanding provisions in this agreement which may be in conflict with, or restrict the full application of this article.

ARTICLE 38 Lunch Period

38.1 Employees will be allowed 20 minutes for lunch between the end of the third and the beginning of the seventh hour on duty without deduction in pay. Employees are expected to arrange their work so as to avoid any delay or impediment to the operations for which they are responsible during such lunch period.

ARTICLE 39 Printing of Collective Agreement

39.1 The Corporation undertakes the responsibility for the printing of this collective agreement as may be required from time to time and will absorb the cost of printing as well as the cost of delivery of sufficient copies to the Local Chairman. This will include such costs incurred with the printing and delivery of updated pages.

ARTICLE 40 Broken Time

40.1 Employees prevented from completing a day's work due to illness, will be paid for actual time on duty up to the time relieved from duty.

40.2 Employees prevented from completing a day's work due to injury sustained on duty will be paid for actual time on duty up to the time relieved from duty but not less than a basic day's pay.

40.3 Employees called to relieve other employees for completion of a day's work due to illness or injury on duty will be paid not less than a basic day's pay.

ARTICLE 41
Use of Communication Systems

- 41.1 It is recognized that pursuant to the Uniform Code of Operating Rules and Special Instructions relating thereto, the use of the Railway radio communication system is a part of the duties of employees covered by this agreement.
- 41.2 In the application of this article employees will carry portable radios and use radios to give and take information as required in the performance of their duties. It is not the intention that existing responsibilities or duties of Yardmasters be reduced or amended by this article.
- 41.3 Portable radios used and carried by Yardmasters will not exceed 3 pounds in weight and will be equipped with a suitable holder which will firmly hold the radio close to the body, or will be of such size as to permit being placed in coat or trouser pockets.
- 41.4 Subject always to the proper application of the Uniform Code of Operating Rules and Special Instructions relating thereto Yardmasters will not be held responsible for accidents caused by failure of radio equipment to properly function.
- 41.5 At locations where radio is used sufficient frequency channels will be utilized to provide safe communications.

ARTICLE 42
Use of Masculine Gender

- 42.1 The use of the masculine gender in this agreement includes the feminine.

SECTION 3
DURATION OF AGREEMENT

DURATION OF AGREEMENT

This Collective Agreement shall continue in force until **December 31, 2014** and thereafter subject to four months notice in writing from either party of its desire to renew or revise said agreement. Such notice may be served at any time subsequent to **August 31, 2013**.

Dated at Montreal the **7th day of April, 2011**

For VIA Rail Canada Inc.

On behalf of
TEAMSTERS CANADA RAIL
CONFERENCE

Edward J. Houlihan
Director, Labour Relations

Rex A. Beatty
President

Dagmar Stroka
Senior Advisor, Labour Relations

Bruce Willows
General Chairman

Dino Trubiano
Director, Transportation Logistics
And Regulations

René Leclerc
General Chairman

William Michael
General Chairman (Interim)

Phil Hope
Vice- General Chairman

Jean-Michel Hallé
First Vice-General Chairman

SECTION 4

**APPENDICES - COMPANY LETTERS - MEMORANDA OF
AGREEMENT AND LETTERS OF UNDERSTANDING**

APPENDIX "A"

Appraisal Procedure

When an affected employee desires to sell his home under the provisions of sub-paragraph (h) of paragraph 34.2 of which this Appendix A forms part, the following procedure will apply:

- (a) In advising the Corporation officer concerned of his desire to sell his house, the employee shall include pertinent particulars as outlined in sample form attached, including his opinion as to the fair market value of his house.
- (b) This fair market price of the house shall be the price determined as of a date sufficiently prior to the date of the change in order that the fair value will be unaffected thereby.
- (c) Within 15 calendar days from date of receipt of employee's advice of his desire to make a claim, the Corporation officer shall advise the employee concerned whether the suggested fair market value is satisfactory and, if so, such price shall be the fair market value as contemplated by sub-paragraph (h) of paragraph 34.2 of Article 34.
- (d) If, however, the officer concerned is not satisfied that the price requested by the employee is the fair market value, then an effort shall be made to resolve the matter through joint conference of the officer and employee concerned and the appropriate union representative if so desired by the employee; such joint conference to be held within seven days from date of advice to employee concerned as referred to in Clause (c) of this Appendix A.
- (e) If such joint conference does not resolve the matter within five days from the date of the final joint conference arrangements shall be made for an impartial appraisal to be undertaken as soon as possible by an independent real estate appraiser. The fair market price established by such appraiser shall become the fair market value for the purpose of Article 34 and such price shall be binding on both parties.
- (f) The employee and Corporation officer concerned shall endeavour to mutually agree upon the independent appraiser referred to in Clause (e). If they are unable to agree, then the Minister of Labour shall be requested to appoint such an independent appraiser.
- (g) The residence shall not have been listed for sale with any appraiser appointed pursuant to the provisions of this Appendix A, nor with such appraiser's employee, fellow employee or partner.
- (h) The fees and expenses of any appraiser appointed in accordance with Clause (e) or (f) shall be paid by the Corporation.

PARTICULAR OF HOUSE TO BE SOLD

Name of Owner: _____

Address: _____
 No. Street City-Town

Type of House (i.e. Cottage, Bungalow, Split-Level): _____

Year Built: _____

No. of Rooms: _____ Bathrooms: _____

Type of Construction (i.e. brick veneer, stucco, clapboard): _____

Finished Basement: Yes No

Type of Heating (i.e. oil, coal, gas, electricity): _____

Garage: Yes No

Size of Lot: _____

Fair Market Value: \$ _____

Other Comments:

Date: _____ Signature: _____

APPENDIX "B"
Union Dues Agreement

**CANADIAN NATIONAL RAILWAY COMPANY
AND CERTAIN SUBSIDIARY COMPANIES
WITH THE UNITED TRANSPORTATION UNION**

MEMORANDUM OF AGREEMENT between the Canadian National Railway Corporation and Certain Subsidiary Companies on the one hand and the United Transportation Union on the other hand to provide for payment of union dues as a condition of continued preference of employment with the railway Corporation and such subsidiary Companies.

1. (a) Beginning with the month of April 1955 and each month thereafter employees, who are covered by the following collective agreements, represented by the United Transportation Union:

Atlantic and Central Regions (Lines in Canada) – Conductors, Baggage-men, Brakemen, and Yardmen;

Western Region – Baggage-men, Brakemen and Flagmen;

Western Region – Conductors;

Western Region – Yardmen;

Central and Western Regions – Monthly rated Yardmasters and Assistant Yardmasters;

Western Region – L.C.L. Freight Handlers on Passenger Trains;

Newfoundland District – Express Messengers;

Ogden Point Dock – Foremen, Helpers, Engineers, and Firemen;

Montmorency Subdivision – Conductors, Assistant Conductors, Ticket Collectors, Baggage-men, and Brakemen;

Oshawa Railway Company – Conductors, Motormen, Brakemen, and Polemen;

Oshawa Railway Company – Yardmasters;

Niagara, St. Catharines and Toronto Railway – Conductors and Brakemen in Freight Service;

Thousand Islands Railway – Conductors and Trainmen;

and assigned to the working list as of 0001 hour on the first calendar day of the month shall, subject to the conditions and exceptions set forth herein, tender to the United Transportation Union on or before the 20th day of that month the amount of union dues of the United Transportation Union. This amount shall not include initiation fees, fines, penalties, or insurance, but the amount to be tendered shall be such as may from time to time be assessed by the Union on its members according to the constitutional laws of the organization for general union purposes.

- (b) If such payment is not tendered by the 20th day of that month, the employee becomes delinquent and the Union may, during the ten (10) day period immediately following, place with the Superintendent Notice of Delinquency in the prescribed form, with copy to the employee delinquent who shall lose his preference of employment as of 2359 hours of the 10th day of the following month. Preference of employment will be restored in accordance with Item 5 of this Memorandum of Agreement.

NOTICE OF DELINQUENCY
UNITED TRANSPORTATION UNION

To
The Superintendent,

Local No.

(Division)

(Place)

(Headquarters)

(Date)

This is official notice that _____
_____ (Name)
who was assigned as _____ at _____ 0001 hours on the first
_____ (Employee No.) _____ (Station)
calendar day of the month of _____, _____ is in arrears in the amount
of \$_____ for United Transportation Union union dues for that month and
under the terms of the Union Dues Agreement will lose his preference of employment
as of 2359 hours, on the 10th day of this month of _____, _____
A copy of this notice has been forwarded to him.

(Sgd.): _____
_____ (Local Chairman)

(Sgd.): _____
_____ (Treasurer)

UNITED TRANSPORTATION UNION

NOTICE

This is to advise you that your union dues amounting to \$_____ will be payable to _____ at _____ on or before the 20th day of each month.

TREASURER LOCAL No.

2. Such notice shall not be valid with respect to a month in which the compensation earned is less than the amount of monthly Union dues after deductions have been made as required by Law, and of monies due the Corporation, and pension and medical fees.
3. An employee so notified who disputes the fact that he has failed to comply with the terms of this Agreement, shall within a period of ten (10) calendar days from the date of such notice, request the railway in writing to accord him a hearing. Such request shall be honoured by the railway and date set for hearing as soon as possible, but within ten (10) calendar days of the date of receipt of request therefor. Advice of such hearing shall be given to the Union.
4. The receipt by the railway of a request for a hearing shall operate to stay action on the Union's Notice of Delinquency in the payment of Union dues until the hearing is held and the final decision on the property is rendered.
5. Either (a) withdrawal by the Union of Notice of Delinquency or (b) proof to the Superintendent of the Corporation by the employee that he has tendered to the Union payment of arrears for the month of Delinquency, shall restore preference of employment.
6. The effect of "loss of preference of employment" will be that an employee delinquent will lose the privilege of exercising his seniority to service of any kind and is not to be called for work unless there is no one else available.
7. Membership in the United Transportation Union shall be available to any employee eligible under the provisions of the constitution of the United Transportation Union. Membership shall not be denied for reasons of race, national origin, colour or religion.
8. The operation of this Agreement shall not result in additional expense to the Corporation and there shall be no payment for deadheading incurred in connection therewith.

9. No part of this Agreement shall be used against the Corporation in any manner whatsoever, either directly or indirectly, as a basis for a grievance or time claim by or on behalf of any employee.

10. In the event of any action at law, suit or proceeding against the parties hereto or any of them relating to the loss of preference of employment by an employee pursuant to paragraphs 1(a) and 1(b) or to any other action taken pursuant to the provisions 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 is employed and counsel fees are incurred, these shall be borne by the Union. Save as aforesaid, the Union shall indemnify and save harmless the Railway Corporation or Subsidiaries from any losses, damages, costs, liability or expenses suffered or sustained by it resulting from an action at law, suit or proceeding taken against the Railway Corporation or Subsidiaries by an employee based upon his loss of preference of employment or other action taken by the Railway Corporation or Subsidiaries pursuant to the provisions of this Agreement.

11. This Agreement is effective April 1, 1955 and will remain in effect until March 31, 1956 and thereafter until revised, superseded, or terminated subject to six (6) months notice by anyone of the parties to the agreement on the other party.

Signed at Montreal, Que., this 16th day of February 1955.

Signatures not reproduced

**ADDENDUM 1
General Holiday (Heritage Holiday)**

CANADIAN NATIONAL RAILWAY COMPANY

Montreal, February 1, 1974

Mr. G.R. Ashman
General Chairman
United Transportation Union
Room 108
160 Eglinton Avenue East
Toronto 315, Ontario

Mr. H.R. Burnett
General Chairman
United Transportation Union
610 Broadway Avenue
Winnipeg, Manitoba
R3C 0W8

Mr. P. LaRochelle
General Chairman
United Transportation Union
Rooms 108-109
978 St. Jean
Quebec 4, Quebec

Mr. G.E. McLellan
Asst. General Chairman
United Transportation Union
Room 108
160 Eglinton Avenue East
Toronto 315, Ontario

Gentlemen:

As you are aware, the Report of the Arbitrator dated January 16, 1974, pursuant to the Maintenance of Railway Operations Act, 1973, stipulates that when « Heritage Holiday » is established by law, it will be added to the list of holidays now provided for under the Master Agreements. The Report, in this respect, mentions Shopcrafts and Non-Ops employees.

This will confirm the understanding the Corporation gave you today that, when Heritage Holiday becomes effective for the above groups of employees, it will also be allowed to employees which you represent on CN.

Yours truly,

/s/W.S. Mason
For Asst. Vice-President
Labour Relations

cc : Mr. G.C. Gale, Vice-President, U.T.U.
Mr. G.W. McDevitt, Vice-President, U.T.U.

ADDENDUM 2
Protected Rights - (Joffre, Quebec)

CANADIAN NATIONAL RAILWAY COMPANY

St. Lawrence Region

MEMORANDUM OF AGREEMENT between the Canadian National Railway Company and the United Transportation Union respecting protected rights of certain Yardmasters at Joffre, Quebec, effective October 15, 1970.

- (1) The Yardmasters whose names are listed hereunder shall be covered by the reference to Joffre in Homestead Group No. 2 for Seniority District No. 6 as shown in Article 22 of Agreement 4.2. Such Yardmasters will hold protected rights at Joffre as long as they remain regularly assigned to Joffre Yard. Their names shall continue to appear on the Yardmasters' list for Homestead Group No. 2 and on the Yardmasters' seniority list for Seniority Group No. 6. The words « protected rights » will appear opposite each of their names.

Robitaille, L.P.
Roy, D.
Lambert, A.
Lessard, J.J. Thomas

- (2) The above named Yardmasters will be permitted to apply for permanent vacancies or permanent new assignments advertised to the district and if assigned will lose protected rights in Joffre Yard. The vacancies so created and additional permanent positions of Yardmasters established in Joffre Yard, will be filled by the senior qualified applicant (I.C.R. men holding interchangeable rights on the former Drummondville Subdivision) in service June 1, 1928, in accordance with the provisions of Article 107 of Agreement 4.16, or the senior qualified applicant on the Yardmasters' seniority list.

Signed at Montreal, Quebec, this 29th day of July 1970.

Signatures not reproduced.

ADDENDUM 3
Preference Rights - Yardmasters at Oshawa

CANADIAN NATIONAL RAILWAY COMPANY

Great Lakes Region

MEMORANDUM OF AGREEMENT between the Canadian National Railway Company and the United Transportation Union with respect to preference rights of certain Yardmasters at Oshawa, Ontario, effective October 15, 1970.

- (1) The seniority list for Yardmasters at Oshawa as it existed immediately prior to May 4, 1967, less any names that have since been removed from it, and plus any names that have since been added to it, shall be maintained and no additional names shall be added to that seniority list after the effective date of this provision, except as provided for in paragraph 2.
- (2) An employee who as a result of paragraph 20 of the Memorandum of Agreement between the Canadian National Railway Company and the Brotherhood of Railroad Trainmen with respect to employees covered by Agreement 4.9 signed at Montreal, Quebec, May 4, 1967, is appointed as an Assistant Yardmaster or a Yardmaster shall have his name added to the seniority list provided for in paragraph 1.
- (3) Employees whose names appear on the seniority list provided for in paragraph 1 shall have preference over other employees in the filling of Assistant Yardmasters' and Yardmasters' positions at Oshawa. An employee whose name appears on that seniority list who fails to protect any of such positions, or fails to exercise his seniority, in accordance with the terms of Agreement 4.2, shall have his name removed from that seniority list.
- (4) Employees whose names appear on the seniority list provided for in paragraph 1 shall have entitlement to Assistant Yardmasters' and Yardmasters' positions at Oshawa only. If such an employee established a seniority date on the seniority list for seniority group 12 under the provisions of Agreement 4.2, his name shall be removed from the seniority list provided for in paragraph 1.
- (5) An employee whose name is removed, under the terms of paragraph 3 or 4, from the seniority list provided for in paragraph 1 shall not be permitted to again establish a seniority date on that seniority list.

Signed at Montreal, Quebec, this 29th day of July 1970.

Signatures not reproduced.

ADDENDUM 4
Rate of Pay – Yardmasters Black Rock, N.Y.

CANADIAN NATIONAL RAILWAY COMPANY

MEMORANDUM OF AGREEMENT between the Canadian National Railway Company and the United Transportation Union with respect to Yardmasters on assignment at Black Rock, N.Y., effective October 15, 1970.

- (1) The rate of pay for the positions of Yardmaster at Black Rock, N.Y. will be \$680.68 per month. This rate per month is subject to future adjustments, including cost-of-living, as they occur to monthly rated Yardmasters represented by the United Transportation Union in the United States.
- (2) Other than as provided in Paragraph 1, Agreement 4.2 will apply to positions of Yardmasters at Black Rock, N.Y.
- (3) For the purpose of applying Agreement 4.2 to positions of Yardmaster at Black Rock, N.Y., the applicable monthly rate of pay shall be converted to a weekly rate of pay by multiplying such monthly rate by .22996.
- (4) The applicable monthly rate of pay shall be retained for the sole purpose of applying future wage adjustments.

Signed at Montreal, Quebec, this 29th day of July 1970.

Signatures not reproduced.

**ADDENDUM 5
Toronto Terminal Zoned**

CANADIAN NATIONAL RAILWAY COMPANY

Great Lakes Region

MEMORANDUM OF AGREEMENT between the Canadian National Railway Company and the United Transportation Union, in regard to the application of paragraph 3.1 of Article 3 and paragraph 24.11 of Article 24 of Agreement 4.2 at Toronto Terminal.

(1) Toronto Terminal will be zoned as shown hereunder:

- Zone 1 - Mimico Yard
- Zone 2 - Bathurst Street and West Toronto Yards
- Zone 3 - Union Station and Toronto Maintenance Centre
- Zone 4 - Don Yard
- Zone 5 - Toronto Yard
- Zone 6 - Malport Yard

(2) Paragraph 3.1 of Article 3 of Agreement 4.2 shall not apply at Toronto Terminal while this Memorandum of Agreement is in effect.

(3) The words « all regular assignments, in the yard in which employed, which are bulletined under the provisions of this Article », as used in paragraph 24.11 of Article 24 shall be interpreted to mean all regular assignments in the zone or zones in which qualified.

(4) Unassigned Yardmasters who desire to retain and accumulate seniority under Agreement 4.2, must protect, in seniority order, all relief work and extra service as Yardmaster and Assistant Yardmaster in the zone in which qualified, except that they may have up to ten hours off duty between tours of duty if so desired.

Unassigned Yardmasters who fail to protect in seniority order all such relief work and extra service shall forfeit their seniority rights and their names shall be removed from the seniority list.

The Memorandum of Agreement signed in Toronto, Ontario, June 24, 1971, in regard to the application of paragraph 3.1 of Article 3 and paragraph 24.11 of Article 24 of Agreement 4.2 at Toronto Terminal is hereby cancelled.

This Memorandum of Agreement is effective 28 June 1985, and is subject to cancellation on thirty days' written notice by either party to the other.

Signed at Toronto, Ontario, this 17th day of June 1985.

FOR: THE UNITED TRANSPORTATION
UNION:

W.G. Scarrow
General Chairman

FOR: CANADIAN NATIONAL
RAILWAY COMPANY:

W.A. McLeish
For: Vice-President
Great Lakes Region

M. Delgreco
For: Assistant
Vice-President
Labour Relations

ADDENDUM 6
Yardmaster / Car Retarder Operator, Calder Yard

CANADIAN NATIONAL RAILWAY COMPANY

Mountain Region

MEMORANDUM OF AGREEMENT between the Canadian National Railway Company and the United Transportation Union with respect to Yardmasters to be employed at the Transportation Control Centre in Calder Yard, Edmonton.

IT IS AGREED that the terms and conditions of Agreement 4.2 shall apply to employees filling the dual position of Yardmaster – Retarder Operator to be established at the Transportation Control Centre in Calder Yard on or about 1 June 1971.

Signed at Edmonton, Alberta, this 31st day of May 1971.

Signatures not reproduced.

**ADDENDUM 7
Interpretation of Yards**

CANADIAN NATIONAL RAILWAY COMPANY

Great Lakes Region

MEMORANDUM OF UNDERSTANDING between the Canadian National Railway Company and the United Transportation Union, with respect to the application of paragraph 3.1 of Article 3 and paragraph 24.11 of Article 24 of Agreement 4.2 at Hamilton and Oakville, Ontario.

The words « in the yard in which employed » appearing in paragraph 3.1 of Article 3 and paragraph 24.11 of Article 24 shall be interpreted to mean that yards at Hamilton and Oakville will be considered as one yard.

It is understood this Memorandum of Agreement will not alter or change the application of Article 113 of Agreement 4.16.

This Memorandum of Agreement is effective 1 July 1972, and is subject to cancellation on thirty days' written notice by either party to the other.

Signed at Toronto, Ontario, this 23rd day of October 1972.

FOR: THE CANADIAN NATIONAL
RAILWAY COMPANY:

FOR: THE UNITED
TRANSPORTATION UNION

/s/ D.W. Brayshaw
for Vice-President

/s/ G.E. McLellan
Assistant General Chairman

/s/ W.S. Mason
for Vice-President
Personnel & Labour Relations

ADDENDUM 8
Technological Change / Ogden Point Dock

UNITED TRANSPORTATION UNION

Montreal, Quebec
February 1, 1974

Mr. G. Lach
Vice-President
Personnel & Labour Relations
Canadian National Railway Company
Montreal, Quebec

Dear Sir:

The undersigned are signatories to collective agreements dated February 1, 1974 between the Canadian National Railway Company, including the Canadian National Steamship Company Limited, and the United Transportation Union in respect of conductors, baggagemen, brakemen, car retarder operators, yardmen, switchtenders, yardmasters, assistant yardmasters, motormen (Oshawa), engineers and firemen (Ogden Point Dock), herein referred to as « the agreements ». « The agreements » contain provisions that are intended to assist employees subject to their terms who are affected by a technological change (as defined in section 149 of the Canada Labour Code) to adjust to the effects of such technological change.

The undersigned hereby agree and specify that the Technological Change Provisions in « the agreements » are, and are intended to be, in lieu of the Technological Change Provisions of the Canada Labour Code (R.S.C. 1970, Chapter 11, as amended by Statutes of Canada 1972 Chapter 17), that Section 150, 152 and 153 of the Canada Labour Code do not apply during the terms of « the agreements » and the agreement and specifications set forth herein shall be binding upon the undersigned as fully and effectually as if the same had been contained in « the agreements ».

If this arrangement is satisfactory to you, would you kindly execute and return the enclosed duplicate copy of this letter.

Yours truly,

/s/ H.R. Burnett
General Chairman

/s/ Paul LaRochelle
General Chairman

/s/ G. Robt. Ashman
General Chairman

/s/ G.E. McLellan
Asst. General Chairman

APPROVED BY:

/s/ G.C. Gale
Vice-President
U.T.U.

/s/ G.W. McDevitt
Vice-President

ACCEPT AND AGREED TO:

/s/ W.S. Mason
for Vice-President
Personnel & Labour Relations

**ADDENDUM 9
Travelling Time / Malport Yard**

CANADIAN NATIONAL RAILWAY COMPANY

Great Lakes Region

Memorandum of Agreement between Canadian National Railway Company, Great Lakes Region, and the United Transportation Union (T), providing payment to certain Yardmasters called to perform service at Malport Yard, Toronto, Ontario.

It is agreed that effective 15 January 1974:

1. Unassigned Yardmasters, except those temporarily assigned, governed by Agreement 4.2, having a seniority date on the Yardmasters seniority list for Group No. 12, prior to 15 January 1974, who are called to perform service at Malport Yard, will be allowed one hour at pro rata Yardmaster rate in each direction, in addition to time worked at Malport.
2. The Corporation will not be responsible for transportation to or from Malport Yard.

Signed at Toronto, Ontario, this fourth day of March 1974.

FOR: THE UNITED TRANSPORTATION
UNION (T):

/s/ G.E. McLellan
Asst. General Chairman

FOR: THE CANADIAN NATIONAL
RAILWAY COMPANY:

/s/ D.W. Brayshaw
for Vice-President
Great Lakes Region

/s/ W.S. Mason
for Vice-President
Personnel & Labour Relations

**ADDENDUM 10
Corporation Training Course**

VIA RAIL CANADA INC.

**Atlantic, St. Lawrence and Great Lakes Regions
(Lines in Canada)**

MEMORANDUM OF AGREEMENT between, VIA RAIL CANADA INC. and THE UNITED TRANSPORTATION UNION.

IT IS AGREED that, effective December 1, 1989, the Memoranda of Agreement signed at Montreal, Quebec, January 8, 1986, as amended, respecting employees who are required to undertake the Corporation's training course for qualification and promotion to Yardmaster is cancelled and the following substituted therefor:

1. During the period of time an employee is assigned to the Corporation's training course, they will be paid therefor at the all-inclusive rate per 40-hour week of:

Effective				
Jan. 1/89	July 7/89	Jan. 5/90	June 22/90	Jan. 4/91
\$683.07	\$696.73	\$710.66	\$724.87	\$757.49

If the course is extended, by the Corporation beyond 40 hours in any one week, or by any part of a week, they will be paid for such excess time at the pro rata hourly rate.

Note: In applying the rates set out in item 1 of this Memorandum, the provisions of Article 29 shall apply in respect of employees hired on or after March 1, 1988.

2. Employees will be allowed reasonable transportation expenses to and from the point where the training course is conducted provided such course is conducted at a location other than the employee's normal place of residence.
3. Away-from-home accommodation will be provided if the employee is unable to return home daily.
4. If the employees are at a point other than their normal place of residence or place of work, they will be provided a meal allowance of \$15.00 per day when accommodations with cooking facilities are supplied or \$20.00 per day when accommodations without cooking facilities are supplied when meals are not provided by the Corporation or at Corporation's expense.

5. Employee who is required to lose a tour or tours of duty in order to travel between his normal place of residence and the location of the training course at the beginning and/or at the end of the course will be paid a basic day at the straight time rate applicable to the class of service last performed for each tour of duty so lost.
6. In lieu of the provisions of the Collective Agreement with respect to the General Holidays, employees will be allowed an additional sum of money equal to one-fifth of the all-inclusive rate referred to in Item 1 for each General Holiday which falls during the period of time they were assigned to the Corporation's training course.

Signed at Montreal, Quebec, this 28th day of November 1989.

FOR: VIA RAIL CANADA INC.
RAILWAY COMPANY:

FOR: THE UNITED TRANSPORTATION
UNION:

Sgd. P.Thivierge
Acting Director
Labour Relations

Sgd. B. Leclerc
General Chairperson

Sgd. B. Leclerc
for General Chairperson
Guy Scarrow

Sgd. T. Hodges
General Chairperson

ADDENDUM 11
Switching Limits Extended
Rivière des Prairies – Montreal Terminal

CANADIAN NATIONAL RAILWAY COMPANY

St. Lawrence Region

MEMORANDUM OF AGREEMENT between the Canadian National Railway Company and the United Transportation Union (T) with respect to the inclusion of Rivière des Prairies Yard within the switching limits of Montreal Terminal.

IT IS AGREED, effective 0001 hours, 27 April 1975:

1. Switching limits will be extended:
 - (a) From mileage 137.5 of the St. Laurent Subdivision eastward to mileage 126.6 of the Joliette Subdivision;
 - (b) From mileage 1.8 of the Longue Point Subdivision eastward to the junction switch at mileage 127.8 of the St. Laurent Subdivision.
2. The assignments operating out of Rivière des Prairies Yard will be manned as follows:
 - (a) Road Switcher 586-587 by 11th District trainmen. This assignment may perform switching service on that portion of the territory within switching limits, notwithstanding the provisions of Article 119 of Agreement 4.16.
 - (b) Yard Switcher No. 9, formerly Road Switcher 594-595, by 11th District trainmen.
 - (c) All other Yard Switchers, including extra switchers and additional assignments, by 12th District yardmen.
3. Any reductions in assignments will be absorbed by the seniority district manning such assignments at the time of the reductions.
4. All yardmaster positions at Rivière des Prairies will be manned by 12th District yardmasters.
5. The Memorandum of Agreement of 18 September 1969, with respect to the manning of Transfer service between the East-End and West-End Yards of Montreal Terminal over the Bout de l'Île Line, is hereby amended by deleting the last two paragraphs reading:

"The Switching service at National Quarries will continue to be manned by Yardmen notwithstanding the fact that the Quarry is situated some considerable distance outside the recognized switching limits.

Should the present designated switching limits be changed, the division of work will be revised accordingly."

Signed at Montreal, Quebec, this 24th day of April 1975.

FOR: THE CANADIAN NATIONAL
RAILWAY COMPANY:

FOR: THE UNITED TRANSPORTATION
UNION:

Sgd. A. Duguay
For Vice-President
St. Lawrence Region

Sgd. P. LaRochelle
General Chairman
(11th Sen. District)

Sgd. W.S. Mason
For Asst. Vice-President
Labour Relations

Sgd. G.E. McLellan
General Chairman
(12th Sen. District)

ADDENDUM 12
Transportation – Montreal – Rivière des Praires

CANADIAN NATIONAL RAILWAY COMPANY

St. Lawrence Region

MEMORANDUM OF AGREEMENT between Canadian National Railway Company, St. Lawrence Region, and the United Transportation Union, providing for transportation to and from Rivière des Prairies Yard, Montreal, Quebec.

IT IS AGREED that effective 27 April 1975:

1. The Corporation will arrange for free transportation as provided hereunder, to employees covered by Agreements 4.2 and 4.16 who are called from the spare board or regularly assigned to work at Rivière des Prairies Yard.
 - (a) This transportation will be provided between Rivière des Prairies Yard and the corner of Henri-Bourassa and Lacordaire Boulevards, seven days a week, as follows:
 - (b) From Monday through Friday, with the exception of statutory holidays, transportation will be provided on a continuous basis from 0600 hours to 0001 hours, leaving the two points designated above at the following times:

Rivière des Prairies Hrs.	Henri-Bourassa / Lacordaire Hrs.
0600	0630
0700	0730
0800	0830
0900	0930
1000	1030
1100	1130
1200	1230
1300	1330
1400	1430
1500	1530
1600	1630
1700	1730
1800	1830
1900	1930
2000	2030
2100	2130
2200	2230
2300	2330
0001	-

- (c) From Monday through Friday, during the period not covered above, i.e. 0001 to 0600 hours, on weekends and statutory holidays listed in the collective agreements, transportation will be provided by taxi, upon request, between the two points designated in the above paragraph 1(a).
 - (d) The Corporation will communicate the provisions of this Memorandum of Agreement to employees by bulletin.
2. The provisions of Item 1 above apply to employees who were in the service of the Corporation on 27 April 1975.
 3. These transportation arrangements at Rivière des Prairies may be reviewed by either party serving a thirty (30) calendar days' notice on the other party.

Signed at Montreal, Quebec, this 30th day of April 1975.

FOR: THE CANADIAN NATIONAL
RAILWAY COMPANY:

FOR: THE UNITED TRANSPORTATION
UNION:

Sgd. A. Duguay
For Vice-President
St. Lawrence Region

Sgd. G.E. McLellan
General Chairman
(12th Sen. District)

Sgd. W.S. Mason
For Assistant Vice-President
Labour Relations

Sgd. P. LaRochelle
General Chairman
(11th Sen. District)

ADDENDUM 13 Union Dues

CANADIAN NATIONAL RAILWAY COMPANY

Atlantic, St. Lawrence, Great Lakes Prairie, and Mountain Regions

MEMORANDUM OF AGREEMENT between the Canadian National Railway Company and the United Transportation Union.

IT IS AGREED that the Union Dues Agreement signed at Montreal, Quebec, February 16, 1955, in respect of the payment of union dues as a condition of continued preference of employment is suspended for those employees represented by the United Transportation Union and employed by the Canadian National Railway Company, Lines in Canada, covered by Agreements 4.1, 4.2, 4.16, 4.17, and 4.22, and the following is substituted in lieu thereof:

1. Subject to the conditions and exceptions set forth herein, such employees who, as of 0001 hours on the first calendar day of the month, are assigned to a working list of employees governed by Agreements 4.1, 4.2, 4.16, 4.17, or 4.22 will have deducted by the Corporation on the payroll which includes the 24th calendar day of each month from the wages due and payable to each employee coming within the scope of this Agreement, an amount equivalent to the uniform monthly union dues of each Local of the United Transportation Union.
2. The amount to be deducted will be equivalent to the uniform regular dues payment of each Local of the United Transportation Union and will not include initiation fees or special assessments. The amount to be deducted will not be changed during the term of the applicable Agreement excepting to conform with a change in the amount of regular dues of the United Transportation Union in accordance with its constitutional provisions.
3. The provisions of this Agreement will be applicable on receipt by the Corporation of notice in writing, as provided in this Item 3, from the Union of the amount of regular monthly dues:
 - (a) The General Chairman will give notice of the amount of the uniform monthly dues of each Local to be deducted and will submit a separate master list of employees subject to dues deduction, as provided in this Agreement, to the following Corporation officers:
 - (i) Names of employees on the Atlantic Region will be submitted to the Regional Comptroller, Moncton, N.B.;

- (ii) Names of employees on the St. Lawrence Region will be submitted to the Regional Comptroller, Montreal, Quebec;
 - (iii) Names of employees on the Great Lakes Region will be submitted to the Regional Comptroller, Toronto, Ontario;
 - (iv) Names of employees on the Prairie Region will be submitted to the Regional Comptroller, Winnipeg, Manitoba;
 - (v) Names of employees on the Mountain Region will be submitted to the Regional Comptroller, Edmonton, Alberta.
- (b) The master list referred to in paragraph (a) of this Item 3 will include the employee's S.R.B. number, initial and name and will be submitted on or before the first Monday of each established second payroll period.
- (c) A designated officer of the Union will inform the Corporation officers referred to in paragraph (a) of this Item 3 of any additions or deletions to the master list account change in work status, resignation, retirement, etc., on or before the first Monday of each established second payroll period.
4. Membership in the United Transportation Union shall be available to any employee eligible under the provisions of the constitution of the Union. Membership shall not be denied for reasons of sex, race, national origin, colour or religion.
5. If the wages of an employee payable on the payroll for the period which includes the 24th day of any month, are insufficient to permit the deduction of the full amount of dues, no such deduction will be made from the wages of such employee by the Corporation in such month. The Corporation will not, because the employee did not have insufficient wages payable to him on the designated payroll, carry forward and deduct from any subsequent wages the dues not deducted in an earlier month.
6. Only payroll deductions now or hereafter required by law, deduction of monies due or owing the Corporation, pension deductions and deductions for provident funds will be made from wages prior to the deduction of dues.
7. The amounts of dues so deducted from wages less sums which may be withheld pursuant to Item 8 hereof accompanied by a statement of deductions from individuals will be remitted by the Corporation to the designated officer or officers of the Union, as may be mutually agreed by the Corporation and the Union, not later than 40 calendar days following the pay period in which the deductions are made.

8. The question of what, if any, compensation shall be paid the Corporation by the Union signatory hereto in recognition of services performed under this Agreement shall be left in abeyance subject to reconsideration at the request of either party on 15 days' notice in writing.
9. Not more than one payment of union dues shall be made by any employee in any one month. Employees filling positions coming within the scope of more than one wage agreement in a month, shall pay union dues to the union holding the agreement under which the employee was assigned as at 0001 hours on the first calendar day of the month. Where dues have been deducted from the wages of an employee pursuant to this Agreement, and dues are payable by such employee to another union in accordance with the foregoing, application to the Corporation for refund of dues deducted under this Agreement shall be made by such employee.
10. The Corporation will 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 will 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 will adjust the amount of a subsequent remittance. The Corporation's liability for any and all amounts deducted pursuant to the provisions of this Agreement will terminate at the time it remits the amount payable to the designated officer or officers of the Union.
11. In the event of any action at law against the parties hereto resulting from any deduction or deductions from payrolls made or to be made by the Corporation pursuant to this Agreement, each party will bear its own cost of such defence pursuant to this Agreement, each party will bear its own cost of such defence except that if at the request of the Union counsel fees are incurred these will be borne by the Union. Save as aforesaid the Union will 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.
12. This Memorandum of Agreement is effective August 1, 1975, and shall remain in effect subject to 30 days' notice in writing from either party of desire to cancel it. If this Memorandum of Agreement is cancelled, the provisions of the Memorandum of Agreement signed at Montreal, Quebec, February 16, 1955 in respect of the payment of union dues as a condition of continued preference of employment with the railway Corporation will automatically apply as from the first calendar day of the month following the expiration of 30 days' notice referred to in the first sentence of this Item.

Signed at Montreal, Quebec, this 30th day of April 1975.

FOR: THE CANADIAN NATIONAL
RAILWAY COMPANY:

Sgd. .S.T. Cooke
Assistant Vice-President
Labour Relations

FOR: THE UNITED TRANSPORTATION
UNION:

Sgd. H.R. Burnett
General Chairman

Sgd. G.E. McLellan
General Chairman

Sgd. P. LaRoche
General Chairman

Sgd. F.R. Oliver
Assistant General Chairman

APPROVED:

Sgd. R.T. O'Brien
Vice-President

ADDENDUM 14
Work Stoppage Prairie and Mountain Regions

CANADIAN NATIONAL RAILWAY COMPANY

MEMORANDUM OF AGREEMENT between the Canadian National Railway Company and the United Transportation Union, to provide for the "Manning of Assignments in case of Work Stoppage" on the Prairie and Mountain Regions.

IT IS AGREED:

- (a) That in the case of a work stoppage by employees in the railway industry which would cause a major disruption in road or yard services assignments, every effort should be made to avoid such disruptions.
- (b) To avoid such disruptions the following conditions will apply:
 - (i) Assignments will be abolished as necessary to meet the requirements of the service and will not be re-established until operations return to normal. In the interval, work which would have been performed by the abolished assignment will be performed by unassigned yardmasters.
 - (ii) Employees whose assignments are abolished will be permitted to exercise their seniority on a temporary basis in accordance with the displacement provisions of this Agreement.
 - (iii) When normal operations are resumed, an employee will return to the assignment, including temporary vacancy, which he held at the time of abolishment.
- (c) The provisions of this Memorandum of Agreement shall prevail notwithstanding provisions in Agreement 4.2 which may be in conflict with, or restrict the full application of this Memorandum of Agreement.

Signed at Montreal, Quebec, this 19th day of July 1976.

FOR: THE CANADIAN NATIONAL
RAILWAY COMPANY:

FOR: THE UNITED TRANSPORTATION
UNION:

Sgd. W.S. Mason
for Assistant Vice-President
Labour Relations

Sgd. J.A. Robinson
General Chairman

**ADDENDUM 15
Montreal Terminal Zoning**

CANADIAN NATIONAL RAILWAYS

St. Lawrence Region

MEMORANDUM OF AGREEMENT between the Canadian National Railways and the United Transportation Union, with respect to the application of paragraph 3.1 of Article 3 and paragraph 24.11 of Article 24 of Agreement 4.2 at Montreal Terminal.

- 1 Montreal Terminal shall be zoned as shown hereunder:
 - Zone 1 – Point St. Charles (Freight Yards), Canal Bank, Turcot, and Southwark
 - Zone 2 – Point St. Charles Coach Yard and Central Station
 - Zone 3 – Montreal Yard and St. Laurent Yard
 - Zone 4 – Longue Pointe, Montreal East and Rivière des Prairies Yards
2. The words “in the yard in which employed” in paragraph 3.1 of Article 3 shall be applied to mean “in the zone in which employed”.
3. In the application of paragraph 24.11 of Article 24, an unassigned yardmaster who declines to accept a regular assignment to which his seniority entitles him in his Zone, shall forfeit his seniority under Agreement 4.2 and his name shall be removed from the seniority list.

This Memorandum of Agreement cancels and supersedes that signed the 29th day of July 1970. It is subject to cancellation on thirty days’ written notice by either party to the other.

Signed at Montreal, Quebec, this 3rd day of November 1977.

Signatures not reproduced.

ADDENDUM 16
Guarantee Regular Assigned Yardmasters

April 27, 1978

Mr. R.J. Proulx
General Chairman
United Transportation Union
Quebec, Quebec

Mr. G.E. McLellan
General Chairman
United Transportation Union
Toronto, Ontario

Mr. H.R. Burnett
General Chairman
United Transportation Union
Winnipeg, Manitoba

Gentlemen:

During the current round of negotiations, the Union submitted a proposal to provide for a 5-day guarantee for regular assigned Yardmasters and Assistant Yardmasters covered by Agreement 4.2.

During our discussions on the Union's proposal, the Corporation offered to include in Agreement 4.2 a rule similar to that contained in paragraphs 83.1 (excluding sub-paragraph (c)) and 83.2 of Agreement 4.16 which provides for a 5-day work week guarantee for regular assigned Yardmen.

However, during the discussions on this Item, the Corporation explained that Yardmasters' regular assignments are seldom cancelled on a day-to-day basis and when they are so cancelled, except on general holiday provisions of Agreement 4.2 apply, the employee is paid a day's pay.

On the basis of these discussions, the Union did not consider that their proposal respecting a guarantee provision needed to be pursued during these negotiations and withdrew the demand.

Yours truly,

Sgd. D.C. Fraleigh
For Assistant Vice-President
Labour Relations

ADDENDUM 17 Runaround Proposal

April 27, 1978

Mr. R.J. Proulx
General Chairman
United Transportation Union
Quebec, Quebec

Mr. G.E. McLellan
General Chairman
United Transportation Union
Toronto, Ontario

Mr. H.R. Burnett
General Chairman
United Transportation Union
Winnipeg, Manitoba

Gentlemen:

During the current round of negotiations, the Union submitted a proposal to provide a "run-around" rule in Agreement 4.2 covering Yardmasters and Assistant Yardmasters.

During our discussions of your proposal, the Corporation explained that a runaround rule only lends itself to situations where an employee's entitlement to work is established on the basis of his turn on a spare board, chain gang or other similar first-in, first-out procedures. However, in situations where an employee is entitled to certain work by reason of his seniority, which is the case with Relief Yardmasters, then the so-called "make whole" principle applies. This principle provides that an employee who is deprived of work entitlement which is based on the application of seniority is entitled to be paid the amount he would have earned had he properly been called for such work. In the application of this principle, where the employee worked in other classifications while entitled to work as Yardmaster, the amount of payment due would be the difference between what he actually earned and what he would have earned as Yardmaster. In another situation where the employee did not work at all, he would be paid the full amount he would have earned had he been properly called as Yardmaster under the provisions of Agreement 4.2.

For the above reasons, the Corporation expressed the opinion that a run-around rule would have no application under Agreement 4.2 where, in all instances, entitlement to work is established on the basis of seniority and not on a first-in, first-out basis. We also stated that the Corporation presently applies the "make whole" principle outlined above.

On the basis of the foregoing, the Union agreed to withdraw its proposal for a run-around rule.

Yours truly,

Sgd. D.C. Fraleigh
for Assistant Vice-President
Labour Relations

ADDENDUM 18
Payment – Medical Examination

April 27, 1978

Mr. R.J. Proulx
General Chairman
United Transportation Union
Quebec, Quebec

Mr. G.E. McLellan
General Chairman
United Transportation Union
Toronto, Ontario

Mr. H.R. Burnett
General Chairman
United Transportation Union
Winnipeg, Manitoba

Gentlemen:

During the 1976 round of negotiations, you requested that the Corporation clarify what payment an employee would receive if he had to lose time in order to undergo a medical examination.

During our discussions, you referred to instances where employees required to undergo periodic medical examinations cannot do so without losing time because their off-duty hours do not correspond with the business hours of the medical examination facilities. An example cited was that of an employee assigned to a day shift in yard service with Saturday and Sunday as days off who has to undergo his periodic medical examination at a CN Medical Clinic. Because of the business hours of the clinic, such employee might have to lose time in order to undergo the examination.

The Corporation advised you that wherever practicable an employee should take his periodic medical examination during his off-duty hours and in such cases the provisions of Article 27 of Agreement 4.2 would apply.

However, the Corporation agreed that in situations where this could not be done, then an employee required to undergo a periodic medical examination on proper authority from the Corporation during on-duty hours will be paid pursuant to the provisions of Article 16 of Agreement 4.2.

During these discussions you also raised a situation where an employee, while in service, may be required by the Corporation to undergo medical examinations at other than the prescribed intervals for periodic medical examinations. An example cited related to an individual who, as a result of a diagnosis during a periodic medical examination, is required by the Corporation to undergo a medical examination at more frequent intervals.

The Corporation stated that in such cases, an employee required to undergo such examination under proper authority from the Corporation during on-duty hours will be paid as outlined above.

During the current round of negotiations, the Corporation agreed that any employee who is required to travel away from his home terminal to undergo medical examination with the proper authority of Corporation officers will be allowed actual reasonable expenses under the principle of paragraph 16.4 of Agreement 4.2 whether or not he loses time.

Yours truly,

Sgd. D.C. Fraleigh
for Assistant Vice-President
Labour Relations

cc: Messrs. D.W. Blair, Vice-President, Moncton
Y.H. Masse, Vice-President, Montreal
A.R. Williams, Vice-President, Toronto
R.J. Hansen, Vice-President, Winnipeg
C.F. Armstrong, Vice-President, Edmonton

cc: Dr. P. Vaughan, Director of Medical Services, Montreal
cc: Mr. R.A. Walker, Chief of Transportation, Montreal

ADDENDUM 19 New Discipline Program

November 30, 1978

Mr. H.R. Burnett
General Chairman
United Transportation Union
610 Broadway Avenue
Winnipeg, Manitoba
R3C 0W8

Mr. A.J. Speare
General Chairman
Brotherhood of Locomotive Engineers
12418 – 118th Avenue
Suite 2002
Edmonton, Alberta
T5L 2K4

Gentlemen:

This has reference to the meetings that were held in Winnipeg and Jasper in connection with our proposal to introduce the new discipline system on the Prairie and Mountain Regions.

As explained at these meetings the Corporation is seeking agreement to institute a discipline program on a trial basis in the west, which is similar to that which has proven successful in eastern Canada. Essentially the new discipline system permits the Corporation to assess discipline to a maximum level of 15 demerit marks without the necessity of a formal investigation. Included in the new procedure are safeguards that will enable an employee to request a formal investigation in the event he is not satisfied with the results of the informal review or appeal any discipline assessed through the grievance procedure.

Therefore, during the trial period at the locations selected, we will have two separate and distinct procedures. One procedure (Informal) will apply in the majority of cases involving incidents which are considered minor in nature. Minor incidents involving employee infractions are defined as those which would warrant fifteen or less demerit marks in the event the employee is found responsible. The second procedure (Formal) will apply in more serious situations, i.e., those falling into what might be termed the major category.

As can be seen from the attached Appendix A, the informal procedure is designed to be simple and easily understood. It does away with the need for any formal statement taking and the traditional question and answer format. It is hoped and indeed expected that this new approach will tend to eliminate or at least substantially reduce the apparent friction caused by the formal method.

As explained, the Unions have been advocating certain changes in the formal procedure which would continue in effect throughout the trial period. Many of these changes have been accepted on an experimental basis and are incorporated in the attached Appendix A. Our belief, however, is that the informal process will prove to be

more advantageous for all concerned and that the need for formal statement taking in future will diminish as the success of the informal process becomes evident.

One of the changes to the formal procedure requested by the Unions dealt with the role of the fellow employee/accredited representative appearing at investigations. The Unions wanted this role redefined with the view to expanding his responsibilities at a formal hearing. In fact, the role of the fellow employee/accredited representative has evolved through changes brought about by discussion between the parties and various decisions of Arbitrators throughout the past several years. It is clear that the presence of the fellow employee/accredited representative is not that of a mere observer and that certain rights have now been accepted by the parties. However, in moving beyond this threshold, the parties have acknowledged that the additional rights provided the fellow employee/accredited representative will in no way undermine the current procedure which is designed to bring out the facts of the case and to provide for a fair and impartial hearing. It is in the light of this understanding that the Corporation is prepared to define the role of the fellow employee/accredited representative appearing at a formal investigation.

The employee under investigation may discuss with his fellow employee/ accredited representative any questions directly related to and having a bearing on the alleged irregularity under review. However, this practice is not to be abused so as to impede investigation through the employee holding such discussions prior to answering routine questions, such as name, occupation, work location, hours of work, etc. Also, the fellow employee/accredited representative will be permitted to raise questions through the officer conducting the investigation during the course of the investigation. It will be the responsibility of the investigating officer to rule on whether or not such questions are relevant. Whether considered relevant or irrelevant, the question and answer will be recorded. It is to be emphasized that any advice given by the fellow employee/ accredited representative to the effect that the employee under investigation should not answer a relevant question will not be accepted by the officer conducting the investigation. The investigation will be conducted in a proper and dignified manner and at all times under the control of the person conducting the investigation. The role of the fellow employee accredited representative as well as the officer conducting the formal investigation, will be monitored by the Union/Management Regional Monitoring Committee.

In fact, the progress of these projects is intended to be monitored on both a System and Regional basis. The Regional team will comprise the General Chairmen, General Superintendent, Transportation, and the Regional Labour Relations Officer. The System steering committee comprising the current negotiating groups will continue to meet periodically to monitor the results of each project, to ensure consistency in application and to adjudicate, if necessary, on matters dealing with the overall intent and objectives of the program.

Since our last meeting, we have had further discussions with Transportation representatives in connection with trail locations originally suggested. A delineation of the locations and territories covered is included in the Memorandum of Agreement. All employees so designated, i.e. at the home terminals listed, will be subject to the provisions of this Memorandum of Agreement regardless of where such incidents may

occur and will be interviewed or investigated by an officer who has been trained to administer this agreement.

Throughout these discussions, some fear was expressed by both sides that some of the proposed changes would encourage the parties to take advantage of certain situations. The Unions expressed the fear that any loosening of the formal structure where traditional safeguards were removed, as in the proposed informal process, would invite certain supervisor to take advantage of employees who were now stripped of the protection provided by the formal system. Assurances were given that this aspect would be carefully monitored to ensure proper application in line with the principles involved.

On the other hand, some members of management are apprehensive that certain people might misconstrue the introduction of this change as signalling a new laissez-faire approach to discipline and are concerned that performance factors, i.e. accidents, person injuries, etc., might suffer as a consequence.

In fact, neither of these perceptions is correct. Both the Corporation and the Unions agree that there must be some form of discipline system. It is, therefore, not a question of whether some action will be taken, but rather a question of the mode or process that will be employed to bring about the desired result in keeping with the philosophy of the Corporation's discipline policy. The success of these trial projects will depend to a large extent on the good faith and genuine commitment of those involved. To aid in this endeavour, the Corporation will provide appropriate training for both Corporation and Union (Local) officers directly involved. Union officers will be paid for such training. In addition, all those employees affected by the changes will be apprised of the program, jointly by Union and Management officers and informed of the discipline provisions that will apply to them during the program.

Finally, on the assumption that these pilot projects will prove successful, the parties have agreed to review the results of the agreed upon changes, sixty days prior to the expiration of the Agreement, with the view to considering further modifications and possible expansion of the program to other locations.

Would you please indicate your concurrence with the foregoing by signing this letter in the space provided below.

Yours truly,

D.C. Fraleigh
for Assistant Vice-President

R.A. Walker
Chief of Transportation

WE CONCUR:

H.R. Burnett
General Chairman
United Transportation Union

A.J. Speare
General Chairman
Brotherhood of Locomotive Engineers

ADDENDUM 20
Trial Re: New Discipline Program

APPENDIX "A-2"

VIA RAIL CANADA INC.

Prairie and Mountain Regions

MEMORANDUM OF AGREEMENT between VIA RAIL CANADA INC and the United Transportation Union with respect to amendments to the Memorandum of Agreement signed May 10, 1979 and April 16, 1986, and identified as Appendices "A-2" and "A-1" respectively.

IT IS AGREED that, effective December 1, 1989, the following amendments will be made to the Memorandum of Agreement signed May 10, 1979 and April 16, 1986:

Prairie Region

Winnipeg Terminal: Locomotive Engineers, Firemen/Helpers, Hostlers, working within limits as outlined in Article 60.4 of Agreement 1.2 and Article 94.5 of Agreement 2.3. All Trainmen, Locomotive Engineers and Firemen/Helpers operating in road service out of the home terminal of Winnipeg.

Application of this Memorandum of Agreement may be expanded to include other terminals or territories as mutually agreed between the appropriate officer of the Corporation and the General Chairmen signatory hereto.

Mountain Region

Jasper: Locomotive Engineers, Firemen/Helpers, Hostlers and Trainmen home terminalled Jasper.

Application of this Memorandum of Agreement may be expanded to include other terminals or territories as mutually agreed between the appropriate officer of the Corporation and the General Chairmen signatory hereto.

1 INFORMAL INVESTIGATION

- (a) Subject to the provisions of Item (a) (ii) of Section II hereof, minor incidents will be handled without the necessity of a formal investigation.
- (b) Such incidents will be investigated as quickly as possible by a proper officer(s) of the Corporation and subsequently reviewed with the employee(s) concerned.
- (c) In cases where the assessment of discipline is warranted, the employee will be advised in writing within 20 calendar days from the date the incident is reviewed with the employee except as otherwise mutually agreed. No discipline will apply if discipline is not assessed within 20

calendar days from the date the incident is reviewed with the employee; however, when a Corporation officer requests an extension in time limits, such extension shall not be unreasonably withheld. In addition, should employees be absent from service on the last day for the Corporation to render a decision, such as due to vacation, illness, etc., the time limits will be automatically extended by seven calendar days beyond the date the employee returns to service.

- (d) From the time of notification of the conclusions reached by the Corporation, or the discipline assessed, the employee will advise the proper officer of the Corporation within 20 calendar days of receipt of such notification:
 - (i) That he accepts the conclusions reached by the Corporation and the discipline assessed; or
 - (ii) That he is not in accord with the conclusions reached by the Corporation and requests a formal investigation under the procedures set forth in Section II hereof; or
 - (iii) That he accepts the conclusions reached by the Corporation but may initiate an appeal of the discipline in accordance with the grievance procedure of the respective collective agreements.

2. FORMAL INVESTIGATION

- (a) A formal investigation will be held:
 - (i) In the case of an employee committing an alleged dismissible offence;
 - (ii) When an employee is alleged to have committed a minor offence where the seriousness of such offence might warrant discipline to the extent that when added to his current record could result in discharge for accumulation of demerit marks;
 - (iii) When an employee is alleged to have been involved in a major incident;
 - (iv) When an employee is involved in an incident where the need for information and appropriate documentation is required by order, regulation or Corporation requirements.
- (b) If required to attend a formal investigation, the employee will be properly notified in writing, which will outline the incident under investigation, and given at least 48 hours' notice.
- (c) Lay over time will be used as far as practicable.

- (d) The employee may have a fellow employee or accredited representative appear with him/her at the investigation. At the outset of the investigation, the employee will be provided with a copy of all of the written evidence as well as any oral evidence which has been recorded and has a bearing on his/her responsibility. The employee and his/her fellow employee or accredited representative, will have the right to hear all of the evidence submitted and will be given an opportunity through the presiding officer to ask questions of the witnesses (including Corporation Officers where necessary) whose evidence may have a bearing on his/her responsibility. The questions and answers will be recorded and the employee and his/her fellow employee or accredited representative will be furnished with a copy of the statement.
- (e) If corrective disciplinary action is to be taken, the employee will be so notified in writing of the Corporation's decision within 20 calendar days from the completion of the employee's statement unless as otherwise mutually agreed. Such notification will be given at the same time or after the employee has been personally interviewed by the appropriate Corporation Officer(s) unless the employee is otherwise unavailable. No discipline will apply if discipline is not assessed within 20 calendar days from the completion of the employee's statement, however, when a Corporation Officer requests an extension in time limits, such extension shall not be unreasonably withheld. In addition, should employees be absent from service on the last day for the Corporation to render a decision, such as due to vacation, illness, etc., the time limits will be automatically extended by seven calendar days beyond the date the employee returns to service.
- (f) Employees will not be held out of service pending investigation unless:
 - (i) The circumstances of the incident are such that there is reason to believe that the employee's continued performance on the job could constitute a hazard to himself, other persons or the operations;
 - (ii) The offence with which charged is of a nature which could result in suspension or dismissal;
 - (iii) It is essential to carrying out the investigation.
- (g) Employees who are held out of service while under investigation, except in cases where the offence with which charged is of a nature which results in suspension or dismissal, will be paid for any loss of regular earnings. Suspension or dismissal will commence from the date the employee is removed from service.
- (h) The investigating officer will be an individual who is in the best position to develop all of the relevant facts provided he is not emotionally involved with the incident, except as mutually agreed.

- (i) In determining corrective action, only the employee's discipline record of the last five years prior to the incident under investigation will be considered.
 - (j) An appeal against discipline imposed may be made in accordance with the grievance procedure. Should discipline after appeal be found to be unjust, resulting in cancellation of such discipline, an employee will be paid a minimum day for each 24 hours for the time held out of service at the minimum rate for the class of service in which last employed, exclusive of any amount earned in other employment.
 - (k) In the event an employee is required to travel to another location (not considered part of his home terminal) to attend an investigation and no responsibility is attached to the employee, he will be paid actual reasonable expenses associated with attending such investigation.
3. This Memorandum of Agreement is subject to cancellation by any one of the signatory parties to the Agreement, on thirty days' notice in writing to the other parties. If this Memorandum of Agreement is cancelled, the provisions of the various articles of the respective Collective Agreements referred to in the preamble of this Agreement will automatically apply as from the first calendar day following the expiration of the thirty days' notice referred to in the first sentence of this Item 3.

Signed at Montreal, Quebec, this 28th day of November 1989.

FOR: VIA RAIL CANADA INC.

P. Thivierge
Acting Director
Labour Relations

FOR: THE UNITED TRANSPORTATION
UNION

Sgd. B. Leclerc
General Chairperson

Sgd. T. Hodges
General Chairperson

Sgd. B. Leclerc for Guy Scarrow
General Chairperson

**ADDENDUM 21
Trainer Allowance**

VIA RAIL CANADA INC.

**Atlantic, St. Lawrence, Great Lakes,
Prairie and Mountain Region**

MEMORANDUM OF AGREEMENT between VIA Rail Canada Inc. and the United Transportation Union with respect to a trainer allowance to Yardmasters who are required to provide on-the-job training to employees training as Yardmasters.

IT IS AGREED that, effective December 1, 1989, the Memoranda of Agreement signed at Montreal, Quebec, March 17, 1988 is cancelled and that the following is substituted therefor:

A Yardmaster who, during a shift or tour of duty, is required by the Corporation to provide on-the-job training to an employee in training as Yardmaster, will be paid the following allowance for such shift or tour of duty in addition to his other earnings:

Effective Oct 1, 2003

\$26.26

The training provided may consist of such activities as giving advice, counsel and supervision as required to ensure a safe and efficient operation; assisting the trainee in improving his or her skill and competence; and the completion of progress reports as necessary. In addition, a Yardmaster will only be required to provide on-the-job-training to one employee at a time.

Signed at Montreal, Quebec, this 28th day of November 1989.

FOR: VIA RAIL CANADA INC.:

P. Thivierge
Acting Director
Labour Relations

FOR: THE UNITED TRANSPORTATION
UNION:

B. Leclerc
General Chairperson

T. Hodges
General Chairman

B. Leclerc for; Guy Scarrow
General Chairperson

ADDENDUM 22
Corporation Initiated Meetings
Payment Re: Local Union Officers

Montreal, Quebec
August 27, 1982

Mr. R.J. Proulx
General Chairman
United Transportation Union
Quebec, Quebec

Mr. G.E. McLellan
General Chairman
United Transportation Union
Toronto, Ontario

Mr. L.H. Manchester
General Chairman
United Transportation Union
Winnipeg, Manitoba

Mr. O.W. Miles
General Chairman
United Transportation Union
Aylmer, Quebec

Mr. R.A. Bennett
General Chairman
United Transportation Union
Toronto, Ontario

Gentlemen:

One of your joint demands, submitted for the current round of negotiations seeks payment for Local Chairmen who attend Corporation initiated meetings. You said, for example, that such meetings could include those called to inform the Local Union officers of a new practice, such as the trial project on discipline, attendance at Health and Safety Committee meetings, a change to operations and so on.

The Corporation agreed that there is a need for a consistent method of reimbursement for local Union representatives who attend Corporation initiated meetings, seminars, etc. For our part however, payment would not accrue to Local Union officers for attendance at investigations, discussions related to grievances, making representation on behalf of employees, discussions concerning mileage regulations or board adjustments, etc. since these and other allied activities are part of the Local Chairman's representative role as defined by his Union position and his/her reason for attendance at such discussions would normally come from, be caused by or be for the overall benefit of the membership represented.

Therefore, in accordance with the foregoing, when a Local Union officer is requested by a Corporation officer to attend a meeting on a matter initiated by the Corporation, such an employee will be compensated as follows on account of such attendance:

- (a) Where necessary to lose time, or a trip, reimbursement for actual time lost;
- (b) Where available between trips or on a designated rest day:
 - (i) 50 miles or four hours; or
 - (ii) For time in excess of four hours, pro-rata payment on a minute basis;
 - (iii) Payment hereunder will be at the rate of pay for the position and the class of service last performed;
- (c) Where necessary for any official Union representative to travel from another terminal, or if such employees' assignments are located at other than the location of the meeting attended, they will be reimbursed for actual reasonable expenses for meals, travelling costs and hotel/motel accommodation (in addition to payment outlined in paragraphs (a) or (b) above). Expenses claimed must be submitted on CN Form 3140B and receipts for each expense claimed must accompany such submission.

Yours truly,

(Sgd.) G.E. Morgan
for Vice-President
Labour Relations

cc: Mr. R.T. O'Brien, Vice-President,
United Transportation Union

ADDENDUM 23
Material Change / Adverse Effects / Excepted Positions

Montreal, Quebec
August 27, 1982

Mr. R.J. Proulx
General Chairman
United Transportation Union
Quebec, Quebec

Mr. G.E. McLellan
General Chairman
United Transportation Union
Toronto, Ontario

Mr. L.H. Manchester
General Chairman
United Transportation Union
Winnipeg, Manitoba

Mr. R.A. Bennett
General Chairman
United Transportation Union
Toronto, Ontario

Gentlemen:

This has reference to your proposal to limit the application of the terms, conditions and benefits of those Agreements negotiated as a result of a Corporation notice served in accordance with the Adverse Effects/Material Change provisions of your Collective Agreement or similar notices, i.e. in accordance with the VIA Special Agreement, to those employees appearing on your respective seniority lists with the exception of those employees denoted as occupying an "excepted" position as Corporation officers.

The Union acknowledged they did not intend to unduly restrict the opportunity of any employee appearing on the appropriate seniority lists to generally exercise their seniority rights in accordance with the seniority provisions. However, they did wish to avoid an employee occupying an "excepted" position to exercise seniority for the sole purpose of obtaining those terms, conditions and benefits flowing from Agreements negotiated to minimize adverse effects of material changes.

Accordingly, the Union and the Corporation have agreed that, in respect of notices served in accordance with the above, the terms, conditions and benefits applicable thereto will not apply to those employees who were occupying an "excepted" position as Corporation officers 30 days prior to the date of such notice of change.

Yours truly,

(Sgd.) G.E. Morgan
for Vice-President
Labour Relations

cc: Mr. R.T. O'Brien, Vice-President,
United Transportation Union, Ottawa, Ontario

ADDENDUM 24
Travelling Time - Hamilton / Oakville
CANADIAN NATIONAL RAILWAY COMPANY
Great Lakes Region

MEMORANDUM OF AGREEMENT between Canadian National Railway Company, Great Lakes Region, and the United Transportation Union, with respect to payment for deadheading to unassigned Yardmasters at Hamilton, Ontario, who are ordered to perform service as Yardmaster at Oakville, Ontario.

IT IS AGREED that an unassigned Yardmaster at Hamilton, who is called to perform service at Oakville on a tour of duty basis, will be allowed one hour and forty-five minutes (1'45") in each direction at the pro rata Yardmaster's rate of pay, in addition to payment for time worked at Oakville, as compensation for deadheading. The transportation cost for deadheading shall be borne by the employees concerned.

In the event an employee is unable to provide his own transportation, the Corporation will provide transportation and the employee will be allowed payment of 45 minutes (45") in each direction at the pro rata Yardmaster's rate of pay, in addition to payment for time worked, as compensation for deadheading.

This Memorandum of Agreement is subject to cancellation on thirty days' notice in writing by either party.

Signed at Toronto, Ontario, this 23rd day of September 1985.

FOR: THE UNITED TRANSPORTATION
UNION:

(sgd) W.G. Scarrow
General Chairman

FOR: THE CANADIAN NATIONAL
RAILWAY COMPANY:

(sgd) W.A. McLeish
For: Vice-President
Great Lakes Region

(sgd) M. Delgreco
For: Assistant
Vice-President
Labour Relations

ADDENDUM 25

Corporation Sponsored Training Courses

January 8, 1986

Mr. B. Leclerc
General Chairman
UNITED TRANSPORTATION UNION
Suite 200
1026 St. Jean Street
Quebec, Quebec
G1R 1R7

Mr. W.G. Scarrow
General Chairman
UNITED TRANSPORTATION UNION
486 North Christina St.
Sarnia, Ontario
N7T 5W4

Mr. D.J. Morgan
General Chairman
UNITED TRANSPORTATION UNION
779 Portage Avenue
Winnipeg, Manitoba
R3G 0N3

Gentlemen:

During the current round of negotiations, the Union submitted a demand which dealt with conditions and payment for employees who would be required to undergo Corporation-sponsored training courses. Of particular concern to your organization was the training that may be required of employees in regard to the proposed licensing regulations now under consideration by government regulatory agencies.

Although these licensing regulations have not been put into effect, the Union expressed the opinion that it would be advantageous to have in place an agreement which would cover the terms and conditions of any training and/or examinations which may be required in connection with these regulations.

While the Corporation does not disagree with the thrust of the Union's proposal, we believe that it is premature at this time, as the final form of the regulations has not as yet been made known. Consequently, the type and form of the training, if any, which may be required in connection with these regulations cannot be determined at the present time. However, in order to address the Union's concerns in this area, the Corporation is prepared to give the following commitment.

When the final form of the regulations becomes known and what training, if any, is required to implement such regulations, the Corporation will meet with the Union for the purpose of negotiating an agreement to cover the terms and conditions of any training that may be required in connection with the licensing regulations. Such agreement would be consistent with the principles now contained in the Memorandum of Agreement signed at Montreal, Quebec, July 19, 1976 as reproduced on pages 102 to 104, inclusive of Agreement 4.2.

We trust the foregoing will satisfactorily address the Union's concerns in this matter.

Yours truly,

(sgd) D.C. Fraleigh
Assistant Vice-President
Labour Relations

cc: Mr. J.A. Clark, Chief of Transportation, H.Q. Bldg., Floor 15

**ADDENDUM 26
T-4 Slips**

January 8, 1986

Mr. B. Leclerc
General Chairman
UNITED TRANSPORTATION UNION
Suite 200
1026 St. Jean Street
Quebec, Quebec
G1R 1R7

Mr. W.G. Scarrow
General Chairman
UNITED TRANSPORTATION UNION
486 North Christina St.
Sarnia, Ontario
N7T 5W4

Mr. D.J. Morgan
General Chairman
UNITED TRANSPORTATION UNION
779 Portage Avenue
Winnipeg, Manitoba
R3G 0N3

Gentlemen:

During the current round of negotiations, the Union submitted a proposal to have T-4 slips placed in sealed envelopes and mailed to the employee's residence.

The Corporation indicated that, for the reasons discussed with you, it was not prepared to mail T-4 slips to employees' residences. However, this will confirm that the appropriate arrangements will be made to have T-4 slips placed in sealed envelopes and delivered to points where statements of earnings are distributed.

Yours truly,

(sgd) J.A. Clark
Chief of Transportation

ADDENDUM 27
Vacation Entitlement – Union Officers

January 8, 1986

Mr. B. Leclerc
General Chairman
UNITED TRANSPORTATION UNION
Suite 200
1026 St. Jean Street
Quebec, Quebec
G1R 1R7

Mr. W.G. Scarrow
General Chairman
UNITED TRANSPORTATION UNION
486 North Christina St.
Sarnia, Ontario
N7T 5W4

Mr. D.J. Morgan
General Chairman
UNITED TRANSPORTATION UNION
779 Portage Avenue
Winnipeg, Manitoba
R3G 0N3

Gentlemen:

During the current round of negotiations, the Union submitted the following proposal:

Leave of absence for Union purposes not to affect vacation entitlement.

During discussions on this proposal, the Corporation indicated that it was prepared to count time spent by Union officers on Union business as “days worked and/or available” for the purpose of calculating the number of days vacation entitlement. This would apply to Union officers elected or appointed to any of the full or part-time positions set out in paragraphs 19.1 and 19.2 of Article 19 of Agreement 4.2. However, it was clearly stated that the calculation of actual vacation pay would still be confined to the wages actually paid by the Corporation as shown on Form T-4 issued by the Corporation.

The Union stated that this was fully understood.

Yours truly,

(sgd) D.C. Fraleigh
Assistant Vice-President
Labour Relations

ADDENDUM 28
Occupying Excepted Positions When
Material Notice is Served

January 8, 1986

Mr. B. Leclerc
General Chairman
UNITED TRANSPORTATION UNION
Suite 200
1026 St. Jean Street
Quebec, G1R 1R7

Mr. W.G. Scarrow
General Chairman
UNITED TRANSPORTATION UNION
486 North Christina St.
Sarnia, Ontario
N7T 5W4

Mr. D.J. Morgan
General Chairman
UNITED TRANSPORTATION UNION
779 Portage Avenue
Winnipeg, Manitoba
R3G 0N3

Gentlemen:

During the current round of negotiations, the Union submitted the following proposal:

An employee shall lose his seniority if he/she accepts a managerial position with the Corporation and outside the bargaining unit in either an acting or permanent capacity.

During the ensuing discussions, the Corporation stated that it was not prepared to accede to this particular proposal. However, in those same discussions, it soon became apparent that one of the Union's main concerns involved the application of the terms, conditions and benefits of those Agreements negotiated as a result of a Corporation notice served in accordance with the Adverse Effects/Material Change provisions of your Collective Agreement or similar notices, i.e. in accordance with the VIA Special Agreement, to those employees appearing on your respective seniority lists with the exception of those employees denoted as occupying an "excepted" position as Corporation officers.

Accordingly, the Union and the Corporation have agreed that, in respect of notices served in accordance with the above, the terms, conditions and benefits applicable thereto will not apply to those employees who were occupying official or other positions not covered by any collective agreement within one year prior to the date of such notice of change.

Yours truly,

(sgd) D.C. Fraleigh
Assistant Vice-President
Labour Relations

cc: Mr. R.J. Proulx, Vice-President, UTU, Ottawa

ADDENDUM 29

Discipline

March 20, 1986

Mr. O.W. Miles
General Chairman
United Transportation Union
38 Oval Drive
Aylmer, Quebec
J9H 1V1

Mr. W.G. Scarrow
General Chairman
United Transportation Union
486 North Christina St.
Sarnia, Ontario
N7T 5W4

Mr. B. Leclerc
General Chairman
United Transportation Union
Suite 200
1026 St. Jean Street
Quebec, Quebec
G1R 1R7

Gentlemen:

For some time now, both the Unions, as well as many in management, have expressed varying degrees of dissatisfaction with the current discipline system. As a result of these concerns, both the U.T.U. (T) and the Corporation submitted demands seeking changes to the discipline and investigation provisions of the collective agreement.

During these early discussions, it became apparent that the Unions were seeking measures that would provide increased protection for their members who became subject to a formal investigation. For their part, the Corporation saw much of the problem, i.e. the apparent friction, as emanating from the system itself and sought to lessen the formal aspects of the investigative procedure. After some further lengthy discussions, an agreement in principle was eventually reached during the 1975 round of negotiations and was reflected in a letter dated July 19, 1976 that would provide for:

- (a) The Unions' acceptance of the Corporation's policy on Corrective Discipline (issued in May 1974);
- (b) An arrangement that would allow the Corporation to assess a level of discipline without the need for a formal investigation;
- (c) The role of the fellow employee appearing with the employee under investigation being better defined as to his role as a representative of the employee;
- (d) The proposed changes to be introduced at certain locations and territories on a trial basis for a period of twelve months.

From the outset of these discussions, an attempt was made to provide for a joint problem-solving atmosphere where the concerns of both sides could be aired. While continuing to adhere to the concept of a more rigid formal system for employees involved in major situations, the Unions ultimately agreed to a procedure that would permit the Corporation to assess discipline to a maximum level of fifteen demerit marks without the necessity of a formal investigation. Included in the new procedure are safeguards that will enable an employee to request a formal investigation in the event he is not satisfied with the results of the informal review or appeal any discipline assessed through the Grievance Procedure.

Therefore, during the trial period at the locations selected, we will have two separate and distinct procedures. One procedure (Informal) will apply in the majority of cases involving incidents which are considered minor in nature. Minor incidents involving employee infractions are defined as those which would warrant fifteen or less demerit marks in the event the employee is found responsible. The second procedure (Formal) will apply in more serious situations, i.e. those falling into what might be termed the major category.

As can be seen from the attached Appendix A, the informal procedure is designed to be simple and easily understood. It does away with the need for any formal statement taking and the traditional question and answer format. It is hoped and indeed expected that this new approach will tend to eliminate or at least substantially reduce the apparent friction caused by the formal method.

As explained, the Unions have been advocating certain changes in the formal procedure which would continue in effect throughout the trial period. Many of these changes have been accepted on an experimental basis and are incorporated in the attached Appendix A. Our belief, however, is that the informal process will prove to be more advantageous for all concerned and that the need for formal statement taking in future will diminish as the success of the informal process becomes evident.

One of the changes to the formal procedure requested by the Unions dealt with the role of the "fellow employee" appearing at investigations. The Unions wanted this role redefined with the view to expanding his responsibilities at a formal hearing. In fact, the role of the fellow employee has evolved through changes brought about by discussion between the parties and various decisions of Arbitrators throughout the past several years. It is clear that the presence of the fellow employee is not that of a mere observer and that certain rights have now been accepted by the parties. (The U.T.U. (T) have requested, and it was agreed, that for the duration of this trial project, the term accredited representative will be used in place of fellow employee. Accredited representative is the term currently used insofar as locomotive engineers are concerned. However, the term fellow employee will continue to apply with reference to the U.T.U. (E)). However, in moving beyond this threshold, the parties have acknowledged that the additional rights provided the accredited representative will in no way undermine the current procedure which is designed to bring out the facts of the case and to provide for a fair and impartial hearing. It is in the light of this understanding that the Corporation is prepared to define the role of the accredited representative appearing at a formal investigation.

The employee under investigation may discuss with his accredited representative any questions directly related to and having a bearing on the alleged irregularity under review. However, this practice is not to be abused so as to impede investigation through the employee holding such discussions prior to answering routine questions, such as name, occupation, work location, hours of work, etc. Also, the accredited representative will be permitted to raise questions through the officer conducting the investigation during the course of the investigation. It will be the responsibility of the investigating officer to rule on whether or not such questions are relevant. Whether considered relevant or irrelevant, the question and answer will be recorded. It is to be emphasized that any advice given by the accredited representative to the effect that the employee under investigation should not answer a relevant question, will not be accepted by the officer conducting the investigation. The investigation will be conducted in a proper and dignified manner and at all times under the control of the person conducting the investigation. The role of the accredited representative as well as the officer conducting the formal investigation, will be monitored by the Union/Management Regional Monitoring Committee.

In fact, the progress of these projects is intended to be monitored on both a System and Regional basis. The Regional team will comprise the General Chairman, General Superintendent, Transportation, and the Regional Labour Relations Officer. The System steering committee comprising the current negotiating groups will continue to meet periodically to monitor the results of each project, to ensure consistency in application and to adjudicate, if necessary, on matters dealing with overall intent and objectives of the program.

Since our last meeting, we have had further discussions with Transportation representatives in connection with trial locations originally suggested. A delineation of the locations and territories covered is included in the Memorandum of Agreement. All employees so designated, i.e. at the home terminals listed, will be subject to the provisions of this Memorandum of Agreement regardless of where such incidents may occur and will be interviewed or investigated by an officer who has been trained to administer this agreement.

Throughout these discussions, some fear was expressed by both sides that some of the proposed changes would encourage the parties to take advantage of certain situations. The Unions expressed the fear that any loosening of the formal structure where traditional safeguards were removed, as in the proposed informal process, would invite certain supervisors to take advantage of employees who were now stripped of the protection provided by the formal system. Assurances were given that this aspect would be carefully monitored to ensure proper application in line with the principles involved.

On the other hand, some members of management are apprehensive that certain people might misconstrue the introduction of this change as signalling a new laissez-faire approach to discipline and are concerned that performance factors, i.e. accidents, personal injuries, etc., might suffer as a consequence.

In fact, neither of these perceptions is correct. Both the Corporation and the Unions agree that there must be some form of discipline system. It is, therefore, not a question of whether some action will be taken, but rather a question of the mode or process that will be employed to bring about the desired result in keeping with the philosophy of the Corporation's discipline policy. The success of these trial projects will depend to a large extent on the good faith and genuine commitment of those involved. To aid in this endeavour, the Corporation will provide appropriate training for both Corporation and Union (Local) officers directly involved. Union officers will be paid for such training. In addition, all those employees affected by the changes will be apprised of the program, jointly by Union and Management officers and informed of the discipline provisions that will apply to them during the program.

Finally, on the assumption that these pilot projects will prove successful, the parties have agreed to review the results of the agreed upon changes, sixty days prior to the expiration of the Agreement, with the view to considering further modifications and possible expansion of the program to other locations.

Would you please indicate your concurrence with the foregoing by signing this letter in the space provided below.

Yours truly,

D.C. Fraleigh
Assistant Vice-President
Labour Relations

J.A. Clark
Chief of Transportation

WE CONCUR:

B. Leclerc
General Chairman
United Transportation Union

W.G. Scarrow
General Chairman
United Transportation Union

O.W. Miles
General Chairman
United Transportation Union

ADDENDUM 30
Investigations – Formal / Informal

APPENDIX “A-1”

VIA RAIL CANADA INC.

Atlantic, St. Lawrence and Great Lakes Regions

MEMORANDUM OF AGREEMENT between VIA RAIL CANADA INC and the United Transportation Union with respect to amendments to the Memorandum of Agreement signed May 10, 1979 and April 16, 1986, and identified as Appendices “A-2” and “A-1” respectively.

IT IS AGREED that effective December 1, 1989, the following amendments will be made to the Memorandum of Agreement signed May 10, 1979 and April 16, 1986:

1. INFORMAL INVESTIGATION

- (a) Subject to the provisions of Item (a) (ii) of Item 2 hereof, minor incidents will be handled without the necessity of a formal investigation.
- (b) Such incidents will be investigated as quickly as possible by proper officer(s) of the Corporation and subsequently reviewed with the employee(s) concerned.
- (c) In cases where the assessment of discipline is warranted, the employee will be advised in writing within 20 calendar days from the date the incident is reviewed with the employee except as otherwise mutually agreed. No discipline will apply if discipline is not assessed within 20 calendar days from the date the incident is reviewed with the employee; however, when a Corporation officer requests an extension in time limits, such extension shall not be unreasonably withheld. In addition, should employees be absent from service on the last day for the Corporation to render a decision, such as due to vacation, illness, etc., the time limits will be automatically extended by seven calendar days beyond the date the employee returns to service.
- (d) From the time of notification of the conclusions reached by the Corporation, or the discipline assessed, the employee will advise the proper officer of the Corporation within 20 calendar days of receipt of such notification:
 - (i) That he accepts the conclusions reached by the Corporation and the discipline assessed; or

- (ii) That he is not in accord with the conclusions reached by the Corporation and requests a formal investigation under the procedures set forth in Section 2 hereof; or
- (iii) That he accepts the conclusions reached by the Corporation but may initiate an appeal of the discipline in accordance with the grievance procedure of the respective collective agreements.

2. FORMAL INVESTIGATION

- (a) A formal investigation will be held:
 - (i) In the case of an employee alleged to have committed a dismissible offence;
 - (ii) When an employee is alleged to have committed a minor offence where the seriousness of such offence might warrant discipline to the extent that when added to his current record could result in discharge for accumulation of demerit marks;
 - (iii) When an employee is alleged to have been involved in a major incident;
 - (iv) When an employee is involved in an incident where the need for information and appropriate documentation is required by order, regulation or Corporation requirements.
- (b) If required to attend a formal investigation, the employee will be properly notified in writing, which will outline the incident under investigation, and be given at least 48 hours' notice.
- (c) Lay over time will be used as far as practicable.
- (d) The employee may have a fellow employee or accredited representative appear with him/her at the investigation. At the outset of the investigation, the employee will be provided with a copy of all of the written evidence as well as any oral evidence which has been recorded and has a bearing on his/her responsibility. The employee and his/her fellow employee or accredited representative, will have the right to hear all of the evidence submitted and will be given an opportunity through the presiding officer to ask questions of the witnesses (including Corporation Officers where necessary) whose evidence may have a bearing on his/her responsibility. The questions and answers will be recorded and the employee and his/her fellow employee or accredited representative will be furnished with a copy of the statement.

- (e) If corrective disciplinary action is to be taken, the employee will be so notified in writing of the Corporation's decision within 20 calendar days from the completion of the employee's statement unless as otherwise mutually agreed. Such notification will be given at the same time or after the employee has been personally interviewed by the appropriate Corporation Officer(s) unless the employee is otherwise unavailable. No discipline will apply if discipline is not assessed within 20 calendar days from the completion of the employee's statement, however, when a Corporation Officer requests an extension in time limits, such extension shall not be unreasonably withheld. In addition, should employees be absent from service on the last day for the Corporation to render a decision, such as due to vacation, illness, etc., the time limits will be automatically extended by seven calendar days beyond the date the employee returns to service.
- (f) Employee will not be held out of service pending investigation unless his continued presence on his job constitutes a hazard to himself or others or when other circumstances so warrant.
- (g) Employees who are held out of service while under investigation, except in cases where the offence with which charged is of a nature which results in suspension or dismissal, will be paid for any loss of regular earnings. Suspension or dismissal will commence from the date the employee is removed from service.
- (h) The investigating officer will be an individual who is in the best position to develop all of the relevant facts provided he is not emotionally involved with the incident, except as mutually agreed.
- (i) In determining corrective action, only the employee's discipline record of the last five years prior to the incident under investigation will be considered.
- (j) An appeal against discipline imposed may be made in accordance with the grievance procedure. Should discipline after appeal be found to be unjust, resulting in cancellation of such discipline, an employee will be paid a minimum day for each 24 hours for the time held out of service at the minimum rate for the class of service in which last employed, exclusive of any amount earned in other employment.
- (k) In the event an employee is required to travel to another location (not considered part of his home terminal) to attend an investigation and no responsibility is attached to the employee, he will be paid actual reasonable expenses associated with attending such investigation.

3. This Memorandum of Agreement is subject to cancellation by any one of the signatory parties to the Agreement on thirty days' notice in writing to the other parties. If this Memorandum of Agreement is cancelled, the provisions of the various articles of the respective Collective Agreements referred to in the pre-ample of this Agreement will automatically apply as from the first calendar day following the expiration of the thirty days' notice referred to in the first sentence of this Item 3.

Signed at Montreal, Quebec, this 28th day of November 1989.

FOR: VIA RAIL CANADA INC.

P. Thivierge
Acting Director
Labour Relations

FOR: THE UNITED TRANSPORTATION
UNION

Sgd. B. Leclerc
General Chairperson

Sgd. T. Hodges
General Chairperson

Sgd. B. Leclerc for; Guy Scarrow
General Chairperson