

## **MEMORANDUM OF AGREEMENT**

This Memorandum of Agreement is entered into this 30 day of January, 2021, by and between the following parties:

**Unifor and its Local 100**

**AND:**

**VIA Rail Inc.**

The parties agree to amend the current Collective Agreement as this Memorandum of Agreement, which the VIA Rail Inc. and Unifor and its Local 100 Bargaining Committee will unanimously recommend for ratification through its appropriate procedures.

Unless amended by this Memorandum Agreement, the current Collective Agreement will remain as written including all appendices and Letters of Understanding. All other proposals tabled by either party are hereby withdrawn on a without prejudice or precedent basis.

1. Term of Contract

Collective Agreement #3 covering employees represented by Unifor Local 100, will be renewed for a period of 2 years commencing January 1, 2020.

2. Wages

Wage increase of 2% for 2021, which include retroactivity to Jan 1, 2021 for all hours worked, including overtime. Retroactivity will be paid no later than 90 days following ratification.

Lump sum payment of \$1000.00 to all employees

Active employees – lump sum payment of \$1000 will be done one (1) month following ratification.

Employees on lay-off – lump sum payment of \$1000.00 will be done one (1) month following the employee's return to work from lay-off as per the payroll calendar.

3. Paramedical

Effective one month following ratification, Physiotherapy will be increased from \$1250 to \$1500.

Effective one month following ratification, increase massage therapist from \$500/family/year to a maximum of \$750/family/year with a cap of \$50 by visit.

Effective one month following ratification, mammary prosthetics will be covered without a maximum cap.

Effective one month following ratification, wig and hairpiece coverage will be extended to anyone who has hair loss due to a medical condition.

4. Vision care

Effective one month following ratification, eye exam coverage will increase from \$50 to \$75. Coverage will be 80%, after the deductible, up to a maximum of \$75 in any 12-month period for a person under age 18 or in any 24-month period for any other person.

5. Prescription Drugs

Effective one month following ratification, the prescription drug deductible will be increased from \$3.50 to \$4.00.

6. Major Medical

Effective one month following ratification, hearing aids coverage will increase from \$400 to \$500 per person in any 24-month period.

7. Basic Life Insurance

Effective one month following ratification, the amount of Basic Life Insurance will increase from \$44,000 to \$48,000.

8. Short-term disability

Effective one month following ratification, increase the short-term disability weekly maximum from \$670 to \$750 for new claims.

9. Dental Benefits

Effective one month following ratification, introduce orthodontics services for children age 21 or less with a coinsurance of 50% and a lifetime maximum of \$2,000.

10. Hybrid Pension Plan

Effective one month following ratification, auto-enrollment for new employees as follows:

- a. New hires: thirty (30) days following ratification auto enrolled at the default contribution rate: 4% mandatory and 3% optional for a total of 7%; the employer match will be adjusted to 50% of their chosen optional contribution.
  
- b. All new employees who do not wish to enroll at the default optional contribution at 3% will have the option to reduce their contribution and the employer match will be adjusted to 50% of their chosen optional contribution.

Existing employee and laid off employees retain mandatory contribution at 4% as well as their current level of optional contribution subject to a maximum of 3%.

Employer matching optional contribution to 50% for all hybrid members.

Elimination of the point grid (age + service) for all hybrid members.

## **Work Rules**

### **RULE 5 – FINAL DISPOSITION OF GRIEVANCES**

#### **NEW – Rule 5.11 - Expedited Mediation/Arbitration – replaces Appendix VIII**

**5.11 Notwithstanding the procedural requirements of the Collective Agreement, the parties agree to submit certain grievances not resolved at joint conference to expedited Mediation/Arbitration on a semi-annual basis.**

- (a) **The expedited hearing shall be scheduled twice a year or as otherwise mutually arranged. The hearings shall be held in Montreal. The Union or the Company shall submit a list of grievances to the other party to be submitted to expedited mediation/arbitration no later than thirty (30) days prior to the expedited hearing, unless otherwise agreed. To the extent possible, all grievances, shall be placed into the expedited process, except for the following:**
  - (i) **Dismissal cases;**
  - (ii) **Contracting out cases;**
  - (iii) **Any other cases mutually agreed not to be progressed in the expedited forum.**

- (b) Expedited cases shall be referred to agreed-upon Mediators/Arbitrators referred to in Item (J) herein.**
- (c) A Joint Statement of Issue (JSI) containing the facts of the dispute and reference to the specific provision or provisions of the Collective Agreement allegedly violated, shall be jointly submitted to the Mediator/Arbitrator in advance of the date of the hearing. In the event the parties cannot agree upon a JSI, each party shall submit a separate Ex-parte statement to the Mediator/Arbitrator no later than twenty-one (21) days in advance of the date of the hearing and shall at the same time provide a copy of such statement to the other party.**
- (d) At the hearing the positions of the parties shall be presented orally. Written briefs need not be utilized in the presentation of expedited cases. Each party shall be given a total of twenty (20) minutes to present its position and arguments and then an additional ten (10) minutes each for rebuttal. The normal burden of proof shall prevail. The parties may submit such documents, including a summary of the parties' presentation, records or other evidence, as they deem appropriate, subject to the normal rules of admissibility and discretion of the Mediator/Arbitrator. Awards shall not be precedential or referable for the purposes of any future case(s). Expedited awards shall not be quoted or otherwise cited at the presentation of any other cases before any Arbitrator, and shall not be reported, except to the parties. Written reasons for the award shall be provided only to the parties to the grievance and they shall be numbered in sequential order, for administrative ease of identification only. However, the decision of the Mediator/Arbitrator shall not in any case add to, subtract from, modify, rescind or disregard any provision of the applicable Collective Agreement. The Mediator/Arbitrator shall, upon request of either party, or if he/she deems fit, issue an immediate award, to be followed up with a more detailed confirmation in writing.**
- (e) Where, at any time during the filing or presentation of a case under this process, it appears to the Mediator/Arbitrator, after consultation with the parties, that the case is not appropriate for proper hearing and disposition under this process, and should be heard through the normal arbitration procedures, he or she may refer the matter back to the parties to be progressed in accordance with the normal operation of Rule 5.1 to 5.10 - full arbitration process.**
- (f) Notwithstanding the foregoing, the parties may, by mutual agreement, request that mediation be involved at any time in the Expedited Process. The Mediator/Arbitrator may, at his sole discretion, mediate the dispute in advance of the commencement of the expedited hearing. Any mediated settlement shall be without prejudice to either party and shall not be construed as an admission of liability by either the Company or the Union.**

- (g) Representations and arguments during this process shall be restricted and limited for each case, to not more than two (2) spokespersons for the Union and two (2) for the Company. Legal counsel will not be permitted to attend on behalf of either party. Witnesses will not be called, but affidavits and witness statements may be submitted as evidence.
- (h) Each decision rendered under this process shall be final and binding upon the Company, the Union, and any implicated employees. The Mediator/Arbitrator shall remain seized for each case presented. It is clearly understood and agreed upon that the decisions shall not be precedent setting for the purposes of any future case. To that end, expedited Mediation/Arbitration awards or settlements shall not be quoted or otherwise cited at the presentation of any other cases before any Arbitrator, and shall not be reported, except to the parties, save as required by the Canada Labour Code.
- (i) The parties agree that these cases can be instructional, and results should help with interpreting and addressing similar issues that might arise in the workplace.
- (j) The parties agree that the following Arbitrators shall be utilized to hear the expedited cases:

The primary arbitrator shall be Tom Hodges, Johanne Cavé and Yves St-André. These arbitrators shall be utilized in rotation. If none of the above arbitrators are available, the parties will make every effort to agree on an alternate Arbitrator. If no agreement is forthcoming, either party may apply to the Minister of Labour for an appointment of an Arbitrator.
- (k) Any and all fees charged by or costs incurred by the Mediator/Arbitrator shall be shared equally between the Cooperation and the Union.
- (l) The parties will monitor this Expedited Mediation/Arbitration alternative process on a regular basis and should issues arise, Unifor Local 100 President and the VIA Director of Employee Relations will meet with the view of resolving the issue(s) that arise.

#### RULE 6 – HOURS OF WORK AND MEAL PERIODS

- 6.4 Where one (1), two (2), or three (3) shifts are employed, a meal period of thirty (30) minutes will be allowed without deduction in pay, **commencing and completed within the limits of the fifth hour of duty on each shift.** The meal period may be extended through a local accord to one (1) hour for the employees; the period, in addition to the thirty (30) minutes, to be without pay through a local accord.

#### RULE 7 – FOUR (4) TEN (10) HOUR DAYS

- 7.2 (a) Employees shall be entitled to compensation at the rate of one and one-half time (1 ½ x) the regular rate of pay for time worked in excess of ten (10) hours per day or forty (40) hours ~~in a calendar week~~ **of their work week, as per rule 2.1.**

**NEW Rule – Changing Shifts Rule 7.2 (c)**

- (c) **Employees changing from a ten (10)-hr shift to an eight (8) or ten (10)-hr shift and commencing work within twenty-four (24) hours of original starting time, will be paid overtime rates for the first shift at each change. Employees working two (2) shifts or more on a new shift shall be considered transferred. This will not, however, involve the payment of punitive overtime rates to employees changing off where employees work alternately on stated shifts, to employees changing positions under the exercise of their seniority rights, nor to employees in regular relief service.**

RULE 9 – OVERTIME AND CALLS

**NEW Rule – Changing shifts Rule 9.2 (b)**

- 9.2 (b) **Employees changing from one shift to another and commencing work within twenty-four (24) hours of original starting time, will be paid overtime rates for the first shift at each change. Employees working two (2) shifts or more on a new shift shall be considered transferred. This will not, however, involve the payment of punitive overtime rates to employees changing off where employees work alternately on stated shifts, to employees changing positions under the exercise of their seniority rights, nor to employees in regular relief service.**

RULE 11 – RATES OF PAY

11.5 – letter regarding Canadian Armed Forces Reserves at VIA Rail – replaced by Rule 21.19

RULE 12 – SENIORITY

12.6 - Relief/Temporary Supervisor

An employee holding seniority under this Agreement and who is presently filling or who may in the future be temporarily promoted to an official or any position with the Corporation, which is excepted from any provision of this or any Collective Agreement, will have his or her name continued on the seniority list of the group from which promoted at his or her home seniority terminal and will retain seniority rights and continue to accumulate seniority while so employed for a period of twelve (12) cumulative months. The appropriate officer of the Corporation shall advise the Lodge Chairperson and Regional

Vice-President of such promotions, including the duration thereof. The period of twelve (12) cumulative months may be extended through a regional accord.

**Once the twelve (12) cumulative months have been reached, an employee must work at least two (2) weeks in his or her previous unionized position before he or she can be reassigned to a relief/temporary position.**

If released from an official or excepted position will, within seven (7) calendar days of release from such temporary employment, revert to the permanent position held prior to being promoted, if such position was filled in accordance with Rule 13. If the permanent position held prior to being promoted has been abolished or not filled in accordance with Rule 13, the employee must exercise his or her seniority in accordance with Rule 14.

## 12.6 Non-Supervisory Position

- (a) An employee holding seniority under this Agreement **and who, prior to January 1, 2020, have been** ~~who is or who may in the future be~~ temporarily promoted to an official non-supervisory position with the Corporation which is excepted from any provision of this Collective Agreement, will have his or her name continued on the seniority list of the group from which promoted at his or her home seniority terminal, **will become effective April 1, 2021, pay union dues for the purpose of retaining** seniority rights and continue to accumulate seniority while so employed.
- (b) **An employee holding seniority under this Agreement and who is or who may in the future be temporarily promoted to an official non-supervisory position with the Corporation, which is excepted from any provision of this Collective Agreement, will have his or her name continued on the seniority list of the group from which promoted at his or her home seniority terminal and will continue to pay union dues for the purpose of retaining seniority rights and continue to accumulate seniority while so employed.**

The Corporation will notify Lodge Chairperson of such promotion including the purpose of the assignment and the expected duration thereof.

## RULE 16 – VACATIONS

- 16.8 Provided an employee renders compensated working service in the calendar year, time off duty, account of bona fide illness, injury, ~~authorized pregnancy leave~~ to attend committee meetings, called to as court witness or for uncompensated jury duty, not exceeding a total of one hundred and fifty (150) days for vacation purposes.



- (a) An employee who takes an authorized leave of absence for maternity and/or parental in accordance with the terms and conditions of the Canada Labour Code Part III, shall have such period included in the computation of service for vacation purposes.

#### RULE 20 - BEREAVEMENT LEAVE

20.1 Provided an employee that has at least three (3) months' cumulative compensated service, **they will be granted paid** bereavement leave, as follows:

- (a) five (5) days of eight (8) hours or four (4) ~~consecutive~~ days of ten (10) hours constituting a week, upon the death of the employee's parent, child (including still born child), or spouse **or common-law partner that may be taken during the period that begins on the day on which the death occurs and ends six (6) weeks after the latest of the days on which any funeral, burial or memorial service of that immediate family member occurs;**
- (b) ~~three consecutive~~ **(3) days, upon the death of an immediate family member that may be taken during the period that begins on the day on which the death occurs and ends six weeks after the latest of the days on which any funeral, burial or memorial service of that immediate family member occurs. Furthermore, the employee will be entitled to two (2) additional days without compensation for the same loss.**

For the purpose of paragraph (b) *Immediate Family* means, in respect of an employee,

- (a) the spouse or common-law partner of the employee's father or mother;
- (b) the children of the employee's spouse or common-law partner;
- (c) the employee's grandchildren;
- (d) the employee's brothers and sisters;
- (e) the grandfather and grandmother of the employee;
- (f) the father and mother of the spouse or common-law partner of the employee and the spouse or common-law partner of the father or mother; and
- (g) any relative of the employee who resides permanently with the employee or with whom the employee permanently resides.
- (h) the brother or sister in law of the employee

At the request of the employee, the employer may extend, in writing, the period during which the leave of absence from employment may be taken.

The leave of absence may be taken in one (1) or two (2) periods. The employer may require that any period of leave be of not less than one (1) day's duration.

Every employee who takes the leave of absence shall, as soon as possible, provide the employer with written notice of the beginning of any period of leave of absence and of the length of that leave.

~~20.2 It is the intent of this Rule to provide for the granting of leave from work on the occasion of a death as aforesaid and for the payment of regular wages for that period to the employee to whom leave is granted.~~

**NOTE:** In the application of this Rule, "employee's spouse" means the person who is legally married to the employee and who is residing with or supported by the employee, provided that, if there is no legally married spouse, **Common-law partner means a person who has been cohabiting with an individual in a conjugal relationship for at least one (1) year, or who had been so cohabiting with the individual for at least one (1) year immediately before the individual's death.**

**20.2** If a bereavement leave occurs to an employee during his vacation period, vacation days so displaced shall be rescheduled by a local accord.

## RULE 21 LEAVES OF ABSENCE AND FREE TRANSPORTATION

### **NEW Rule – 21.11 Personal Leave**

Provided an employee has three (3) consecutive months of continuous employment, they will be granted five (5) days of personal leave, including three (3) paid leave days and two (2) unpaid leave days per calendar year. An employee who has not completed three (3) months of continuous employment is entitled to five (5) days of leave without pay.

Employees are entitled this leave as follows:

- treat an injury or illness;
- take care of health obligations for any member of your family or care for them;
- take care of obligations related to the education of any family member under age 18;
- manage any urgent situation that concerns you or a family member;
- attend your citizenship ceremony under the Citizenship Act, or;
- manage any other situation prescribed by regulation.

The leave may be taken in one (1) or more periods, however, the Corporation may require that each period be at least one (1) day. Employees may be requested to provide supporting documents concerning the reasons for the leave. The employee shall provide that documentation only if it is reasonably practicable for them to obtain and provide it.

### **NEW 21.12 – Leave for Victims of Family Violence**

Provided an employee has three (3) consecutive months of continuous employment, they will be granted a maximum of ten (10) days, including five (5) paid leave days and five (5) unpaid leave days per calendar year, to engage in activities related to family violence for themselves or for their child, such as:

- to seek medical attention for yourself or your child in respect of a physical or psychological injury or disability;
- to obtain services from an organization which provides services to victims of family violence;
- to obtain psychological or other professional counselling;
- to relocate temporarily or permanently;
- to seek legal or law enforcement assistance or to prepare for or participate in any civil or criminal legal proceeding, or;
- to take any measure prescribed by regulation.

The leave may be taken over more than one (1) period, however the Corporation may require that each period be at least one (1) day. Employees may be requested to provide supporting documents concerning the reasons for the leave. The employee shall provide that documentation only if it is reasonably practicable for them to obtain and provide it.

An employee who has not completed three (3) months of continuous employment is entitled to ten (10) days of leave without pay.

### **NEW 21.13 – Leave for Aboriginal Practices**

Provided an Aboriginal employee (Indian, Inuit or Métis) has three (3) consecutive months of continuous employment, they will be granted five (5) unpaid leave days per calendar year, to engage in traditional Aboriginal practices including:

- fishing;
- hunting;
- harvesting;
- all practices prescribed by regulation.

The leave may be taken over more than one (1) period, however the Corporation may require that each period be at least one (1) day. Employees may be requested to provide supporting documents concerning the reasons for the leave. The employee shall provide that documentation only if it is reasonably practicable for them to obtain and provide it.

## **NEW 21.14 – Compassionate Care Leave**

An employee, can take up to twenty-eight (28) weeks of unpaid compassionate care leave within a fifty-two (52) week period to look after a family member, (as per the Canada Labour Code's definition), who has a serious medical condition with a significant risk of death.

The leave begins during one (1) of the following weeks, whichever occurs first:

- the week the health care practitioner signs the medical certificate;
- the week the health care practitioner examines the gravely ill family member, or;
- the week the family member becomes gravely ill, if the health care practitioner can determine that date (for example, the date of the test results).

The leave ends when:

- the twenty-eight (28) weeks of compassionate care are complete;
- the gravely ill family member dies or no longer requires care or support, or;
- the fifty-two (52) week period expires.

Two (2) or more employees can share compassionate care leave when looking after the same family member. However, the total amount of leave taken by all cannot be more than twenty-eight (28) weeks within the fifty-two (52) week period.

An employee can consecutively take the leave related to critical illness to care for the same person, if eligible. However, they cannot take compassionate care leave if one (1) or more employees are taking the leave related to critical illness in respect of the same person.

The employee must give the Corporation written notice, as soon as possible, advising of the reason(s) for the leave and the intended length of the leave. If the leave taken is more than four (4) weeks and the employee wants to change the length of the leave, they must provide the Corporation with four (4) weeks' notice, unless there is a valid reason why this is not possible.

If requested in writing by The Corporation, the employee must provide a certificate from a health care practitioner within fifteen (15) days of their return to work. This certificate must state that the family member has a serious, medical condition, and as a result, there was significant risk of death within twenty-six (26) weeks.

## **NEW 21.15 – Critical Illness Leave**

An employee who is a family member (as per the Canada Labour Code's definition) of a critically ill child or adult, is eligible to take:

- up to thirty-seven (37) weeks of unpaid leave in a fifty-two (52) week period to provide care or support to the child under 18 years of age, and;
- up to seventeen (17) weeks of unpaid leave in a fifty-two (52) week period to provide care or support to the adult.

The leave begins during one (1) of the following weeks, whichever occurs first:

- on the first day of the week the medical certificate is issued or;
- the day from which the health care practitioner certifies that the child or adult is critically ill.

If the child or adult dies while the employee is on leave, the leave ends on the last day of that week.

If two (2) or more children are critically ill, the employee is eligible for separate leaves of thirty-seven (37) weeks with respect to each affected child.

The employee must give the Corporation written notice, as soon as possible, advising of the reason(s) for the leave and the intended length of the leave. If the leave taken is more than four (4) weeks and the employee wants to change the length of the leave, they must provide the Corporation with four (4) weeks' notice, unless there is a valid reason why this is not possible.

The employee must also provide the Corporation with a certificate from a health care practitioner. The certificate must state that the child or adult is critically ill or injured and requires the care or support of one (1) or more of their family members.

#### **NEW 21.16 – Leave Related to Death or Disappearance**

An employee whose child is under eighteen (18) years of age and has disappeared or died as a result of a probable crime under the *Criminal Code*, is eligible to take up to:

- fifty-two (52) weeks of unpaid leave in the case of a missing child, starting on the day the disappearance occurs, and;
- One hundred and four (104) weeks of unpaid leave if the child has died, starting on the day the death occurs.

To take this leave, the employee must be the:

- legal parent;
- adoptive parent;
- a person with whom the child was placed for the purpose of adoption; or
- an individual with legal custody or guardianship of the child who has died or disappeared.

An employee is not eligible for this leave if they are charged with the crime, or, if it is probable, considering the circumstances, that the child was a party to the crime.

To obtain this leave, the employee must advise the Corporation in writing, as soon as possible, of the reason(s) for the leave and the planned length of the leave. They must notify the Corporation in writing, of any changes in the length of the leave as soon as possible.

If the length of the leave is longer than four (4) weeks, the employee must give the Corporation at least four (4) weeks' notice of any change in length of leave, unless there is a valid reason why this is not possible. If the leave is for a disappeared child who is then found dead, employees can change the type of leave by notifying the Corporation in writing, as soon as possible.

The Corporation may request the employee to provide a proof of entitlement to the leave, such as a police report.

#### **NEW 21.17—Maternity Leave**

An employee who becomes pregnant shall be entitled to seventeen (17) weeks of maternity leave. They can take this leave any time during the period that:

- begins thirteen (13) weeks before the expected date of birth, and;
- ends seventeen (17) weeks after the actual birth date.

The employee must provide their supervisor with a certificate from a health care practitioner confirming that you are pregnant. Written notice at least four (4) weeks before the leave is required. This notice must advise of the length of the leave.

If the child was not born during the seventeen (17) weeks of the maternity leave, the maternity leave is extended until the date of the birth.

As a pregnant employee, you are not obligated to take maternity leave unless the Corporation can show that you are unable to perform an essential function of your job.

#### **NEW 21.18 – Parental Leave**

As a natural or adoptive parent, you are eligible for up to sixty-three (63) weeks of unpaid parental leave. Parents, who both work for the Corporation may share parental leave in order to access an additional eight (8) weeks of leave. Parents who share the parental leave have access to seventy-one (71) weeks of unpaid parental leave. The employee can take this leave anytime during the following:

- within the seventy-eight (78) week period starting the day your child is born, or;
- the day your child comes into your care

The employee must also give the Corporation written notice at least four (4) weeks before starting their leave. This notice must advise the Corporation of the length of the leave.

### NEW 21.19 Reservist Leave

To support the Reservists working at VIA Rail and attract members of the Reserve Force to join VIA Rail, VIA Rail shall enhance the minimum standards prescribed under the Canada Labour Code for our employees by:

- (a) Leave - for military training – payment of top-up benefit: 100% of base salary (the difference between the employee’s gross salary and the pay received by the Reserve Force). One (1) leave per year for a maximum of fifteen (15) working days per year.
- (b) Group Insurance – all coverages maintained. (Note: no benefit paid if expenses, claims or disability arise from war or insurrection)
- (c) Pension Plan – The employee may choose to maintain participation (Note: the employees must pay their contributions).

### RULE 22 – CLASSIFICATIONS AND WORK ASSIGNMENTS

Housekeeping Item only – Move 22.7 Pre-Inspector to 22.2 (e)

### RULE 23 – PROMOTION TO POSITION OF LEADING HAND

- 23.1 (a) When a vacancy of more than ninety (90) days occurs for the position of Lead Hand, the position will be bulletined, ***the Corporation will provide specific instructions to the applicants in order to explain the selection process*** and the senior qualified employee will be awarded to the position on the following basis:
- (i) they demonstrate familiarity with the work procedures for the gang;
  - (ii) they have basic computer skills;
  - (iii) they successfully passed a series of qualifying tests to determine suitability; the Regional Vice-President will be advised of the results.

***NOTE: During the process of determining suitability of the applicant, Local Chairman or Designate Representative will attend during the testing. The respective Regional Vice-President will be advised of the result.***

- (iv) they are qualified Locomotive Inspectors and/or certified Car Inspectors as required for the position.

23.2 The duties of a Leading Hand are:

- (a) Assist the supervisor in assigning work and carry out instructions of his or her immediate supervisor as to workmanship on the tasks involved, such as delivering work assignments;
- (b) Work efficiently with team members to develop solutions as required and to perform technical duties, as necessary. The incumbent is expected to make well-reasoned decisions using work experience and judgment;
- (c) **Manage** tools and other equipment for the gang under him or her and operate computer systems and software such as Microsoft Office and Oracle;
- (d) Assist the immediate supervisor in ordering and seeing that material is made available for the work to be handled; initiate Material Stocking Requests (MSRs) as required;
- (e) Provide support on daily activities ~~and regular feedback to own team members,~~ **and communicate to team members,** colleagues and/or peers, **work with coaches,** acknowledge others' skill sets and actively encourage sharing of that knowledge;
- (f) Lead the team, either in the presence or the absence of the respective supervisor, and effectively communicate information to colleagues as required;
- (g) Assist in specific administrative tasks such as:
- Prepare and follow on all work-related documents, such as time attendance registry, for the approval of the supervisor;
  - Maintain a tool box log book for each employee;
  - **Prepare line-up and the carry over for the next shift.**

In other words, the responsibility of a Leading Hand is that of leader, even in the absence of his supervisor, and not a supervisory officer in charge, nor will Lead Hands have a role in the application of discipline.

RULE 24 – APPRENTICESHIP

24.8 – NEW TECHNOLOGY

The parties agree that with the introduction of new techniques and technologies, it is important that advance planning be made to anticipate skills, needs, and training



required. **To that end, the Company will notify the Union in a timely fashion when it is considering the introduction of new technology.**

The Company will assume the cost of "on **or off** -the-job" training **or retraining** to afford bargaining unit employees who have the basic knowledge and ability to be trained, to keep current with the restructured **changes in technology, techniques, machines, controls, materials, processes, modernized trades changes, new methods, tools, machines** and technology affecting their assigned work.

Senior employees assigned to jobs requiring training in the new technology will, based on operational requirements, be given preference under this clause.

#### **NEW 24.9 – Training Coaches Responsibility**

**Training coaches will work with apprentices to facilitate the apprenticeship process, to assess the apprentice's progress throughout the program, and to effectively transfer their skills to the apprentices.**

**NOTE: See VIA apprenticeship booklet for additional information.**

#### **RULE 25 – PART-TIME EMPLOYEES**

25.2 When the requirements of Rule 25.1 have been met, the Corporation may employ part-time employees to perform work of less than eight (8) hours per day and/or less than forty (40) hours per week.

**(a) Part-time employees will have a minimum guarantee of 20-hours per week.**

#### **RULE 26 – CONTRACTING OUT OF WORK**

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

26.2 It is understood that work considered as "Core Work" will not be contracted-out, **nor will the leasing or renting of equipment result in contracting out of work**, except in emergency situations, and in such events, the work will be returned to the bargaining unit members as quickly as possible.

26.3 ~~At a mutually convenient time at the beginning of each year and, in any event, no later than January 31 of each year, on a quarterly basis the National President of Local 100, the~~

~~Local 100 Vice Presidents and the Unifor National Representative (or designates) and the appropriate company officers (Chief Mechanical Officers or designates) will meet to discuss the Corporation's plans with respect to contracting out of work for the coming months. the Corporation and Union will meet to discuss the Corporation's plans with respect to contracting out of work for that year. In the event Union representatives are unavailable for such meetings, such unavailability will not delay implementation of the Corporation's plans with respect to contracting out of work for that year.~~

- 26.3 **The National President of Local 100, the Local 100 Vice Presidents, the Unifor National Representative (or designates) and the appropriate company officers (Chief Mechanical Officers or designates) will meet every six (6) months or as otherwise mutually agreed, at a jointly convenient time to discuss the Corporation's plans with respect to contracting out of work for the coming months. In the event Union representatives are unavailable for such meetings, such unavailability will not delay implementation of the Corporation's plans with respect to contracting out of work for that year.**

#### RULE 27 – INVESTIGATION PROCEDURE

- 27.6 (a) When discipline is recorded against an employee, he or she will be advised in writing, and a copy of discipline form to Local Chairperson or designate. In the event a decision is considered unjust, an appeal may be made in accordance with the provisions of Rule 4.3.
- (b) When it is the Company's intention to discharge an employee for accumulation of sixty (60) demerit points or any other reason, the Company will first convene a meeting between the Regional General Manager or Senior Manager and the Local 100 Regional Vice President of the respective Region no later than five (5) calendar days from the date the investigation is completed. **Until the outcome of the meeting is determined, the employee will be suspended with pay.**

~~Such~~ A Step 2 grievance must be filed, within ~~twenty four (24) hours~~ **twenty (20) days** of the discharge meeting, protesting the intention of the Company to discharge the employee.

**Following the Step 2 grievance, a Joint Conference involving Local 100 Regional Vice-President and the designated Company officer will be convened as soon as possible and within the specified time limits. A decision will be rendered at the Joint Conference or as otherwise mutually agreed.**

~~The employee shall continue working, as entitled by his seniority, during the Step 2 grievance process.~~

~~Notwithstanding this provision that retains an employee at work, an employee will not be allowed to remain at work if he is in violation of the violence/harassment or drugs and alcohol abuse policies and would present a clear and present danger, to the safety of employees and equipment in the plant.~~

#### RULE 31 – BENEFITS

The Company's proposal is resolved by amending the provisions of Rule 31 as follows:

~~31.4 (b) An employee who is the biological parent of a new born child or an employee who commences legal proceeding to adopt a child and the child comes under his or her care will be entitled to a leave of absence without pay in accordance with the terms and conditions of the Canada Labour Code Part III.~~

~~(b)~~ (b) The maternity leave and parental leave combined cannot exceed ~~52~~ **seventy-eight (78)** weeks. Such leave will not affect the employee's seniority. Employees must buy-back their pension for that ~~time period~~ **year**.

~~(c)~~ (c) Upon the birth of his child, a male employee shall receive one (1) day of paid leave.

(d) **For Québec employees only: new fathers on parental leave will be entitled to the Québec Parental Insurance Plan.**

#### FRENCH VERSION TO BE MODIFIED AS FOLLOWS:

31.4 (e) (b) Le congé de maternité et le congé ~~de paternité~~ **parental** combinés ne peuvent dépasser **soixante-dix-huit (78)** semaines. Ces congés n'affectent pas l'ancienneté des employés. Les employés doivent racheter leur pension pour cette ~~année-là~~ **période**.

#### **NEW RULE 36 – REVIEW OF TRANSLATION**

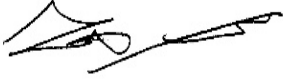
**Immediately following ratification, the parties will jointly conduct a review of the French translation of the Collective Agreement for accuracy and completeness.**

**RULE 37 – DURATION OF AGREEMENT - renumbered as Rule 37 (previously 36) and amended as follows:**

Except as otherwise provided herein, this Agreement will remain in effect until December 31, **2021** and thereafter subject to four (4) months' notice in writing from either party to this Agreement of its desire to revise, amend or terminate it. Such notice may be served at any time subsequent to August 31, **2021**.

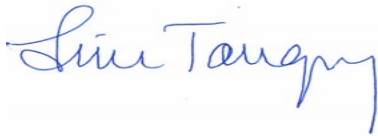
Signed in Montreal, Quebec on the 30 day of January 2021.

**FOR UNIFOR CANADA**



**Zoltan Czipfel**  
President, Local 100 Unifor Canada

**FOR VIA RAIL CANADA INC.**



**Line Tanguay**  
VIA Rail Canada Inc.

## Appendices

Appendix VIII has been removed and replaced by Rule 5.11 of the Agreement

All other Appendices in the current collective agreement will be renewed and continued.

The following Letters of Understanding from the 2016 Memorandum of Agreement will be renewed and will form part of the Collective Agreement as Appendices and renumbered:

1. Attachment "A" – Provincially Registered Apprenticeships
2. Attachment "B" – Contracting Out- Sarnia and Kingston
3. Attachment "C" – Unifor Skilled Trades Card
4. Attachment "D" – Women's Advocacy Program

### Letters of Understanding

Attachment "E" -- CCTV, Locomotive Video and Voice Recording letter

Attachment "F" - Safety and Health Agreement

Attachment "G" - Mission Electrician letter

Attachment "H" - New Fleet MOU

Attachment "I" - Skilled Trades Coordinator LOU

Attachment "J" - TMC OT banking LOU

Attachment "K" - MMC OT banking LOU

Attachment "L" - Pension Consent letter

Attachment "A" – Letter of understanding – Provincially Registered Apprenticeships

October 20, 2020

Mr. Zoltan Czippel  
President, Unifor Local 100

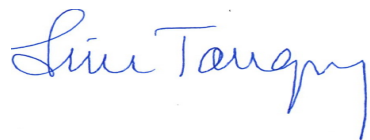
Dear Mr. Czippel,

During the 2020 round of collective bargaining, you asked for clarification of the Corporation's intentions with respect to apprentices who are registered in provincial apprenticeship programs.

This letter confirms that VIA Rail will ensure continued compensation and benefits for provincially-registered apprentices when they attend training that is mandated by the province.

The parties agree to use their best efforts to ensure that VIA Rail productivity is maintained. The parties also collectively commit to ensure the cost of registering and training apprentices is contained to the extent possible through applying for Provincial Apprenticeship Incentives, or any other available programs and opportunities.

Sincerely,



Line Tanguay  
Director, Employee Relations VIA Rail Canada

Attachment "B" – Letter of Understanding Contracting Out – Sarnia and Kingston

October 20, 2020

Mr. Zoltan Czippel  
President, Unifor Local 100

Dear Mr. Czippel,

During the current round of negotiations, the Union requested confirmation of the Corporation's use of third-party contactors in Senneterre and Jonquiere, Quebec, Sarnia and **Kingston, Ontario**.

This is to confirm that in Senneterre and Jonquiere, VIA has had contractors in place for approximately 20 years to clean trains and to plug and unplug 480 volt cables to shore power. Said work amounts to approximately 6 hours per week at each location.

In these locations, the Corporation has determined that it is not practicable to contemplate returning this work to the bargaining unit.

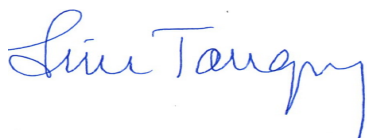
In researching Sarnia, we can advise that VIA Rail has had a contractor in place for approximately 8 years to clean and plug and unplug 480-volt cables to short power. Said work amounts to approximately 25 hours per week.

The Corporation is prepared to undertake a joint review with the Union of their use of contractors in Sarnia **and Kingston** with the intended view of returning the work to the bargaining unit if it is determined to be a feasible approach to do so.

To be clear, this is an undertaking to conduct a joint review; it is not a guarantee of returning the work to the bargaining unit.

We trust this approach satisfies your inquiries and the possible application of Rule 25 at Sarnia **and Kingston**, Ontario.

Sincerely,



Line Tanguay  
Director, employee relations  
VIA Rail Canada Inc.

Attachment "C" – Letter of Understanding - Unifor Skilled Trades Card

October 20, 2020

Line Tanguay  
Director, employee relations VIA Rail Canada

Dear Ms. Tanguay:

**Re: Unifor Skilled Trades Card**

This letter is in reference to the discussions held during the 2020 negotiations concerning the Unifor Skilled Trades Card.

The Union confirms that Skilled Trades and Associated Cards will only be issued when the applying member meets one (1) of the following requirement(s):

- Employee presently holds and provides substantiation of a Certificate of Apprenticeship and a Certificate of Qualification in a trade; or
- Employee provides a provincially issued Certificate of Qualification, in a trade; or
- Employee has completed a bona-fide apprenticeship of four (4) years and eight thousand (8000) hours or five (5) years and nine thousand (9000) hours, and holds a certificate and/or supporting documentation which substantiates such claims.
- Employee who qualifies for Journeyperson status through the apprenticeship program negotiated between Unifor and VIA Rail and has actually worked the requisite hours of that apprenticeship as outlined in Rule 24.2(a) of Agreement #3.
- Employee that has not served an apprenticeship, must demonstrate through the submitting of signed original documents from their previous employer(s), attestation of their work experience, accruing eight (8) years' work in the trade in which are currently employed with, at VIA Rail.

All supporting documentation must be included with any application to the Area Skilled Trades Council, which is reviewed by the National Union. All work records submitted showing eight (8) years of working in the trade must be on company letterhead and not a photocopy.

Work records from any Union/or represented workplace must be verified by the Union/or Local Union Representative at that facility, attesting to the authenticity of the work record



and must include the schedule of work process (work rotation) and any technical training records.

Work records from any non-Unifor represented workplaces must be notarized.

Be advised, that the Journey person card issued is property of the Unifor National Union and may be revoked for good and sufficient reason.

I trust this satisfies your concerns,

A handwritten signature in black ink, appearing to be 'Bruce Snow', written in a cursive style.

Bruce Snow  
Unifor National Transportation Director

cc. Zoltan Czipfel Local 100  
President, Local 100 Regional  
Vice Presidents

Attachment "D" – Women's Advocacy Program

Montreal, November 11, 2020

Mr. Zoltan Czippel  
President  
Unifor, Local 100

Women's Advocacy Program at VIA Rail for Local 100

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Mr. Czippel:

This refers to our recent discussions at the bargaining table pertaining to unique situations faced by women in the workplace.

The parties recognize that female employees may sometimes need to discuss with another woman, matters such as violence or abuse at home or workplace harassment. They may also need to find out about specialized resources in the community such as counselors or women's shelters to assist them in dealing with these and other issues.

Therefore, in addition to the current resources such as the Corporation-sponsored Employee Assistance Program, the Corporation and Union agree ~~on a twelve-month trial basis~~, to implement the Women's Advocacy Program at VIA Rail subject to the following terms and conditions:

1. The Corporation agrees to (2) two Women's Advocates, (1) one permanent position and (1) one alternate. It is preferable that both Women's Advocates be bilingual, however in the event that the permanent position is not filled by a bilingual candidate, then the alternate's position must be filled by a candidate who is bilingual in both French and English.
2. The Women's Advocates will be jointly selected by the Corporation and the Union from a group of female employees nominated by the Union.
3. The successful candidate(s) will agree to perform the Women's Advocate position for the duration of the Collective Agreement.
4. The Women's Advocates will be afforded two (2) hours per week to perform her duties. This time will be mutually agreed upon between the Women's Advocate and her Manager in advance. This time will be scheduled to ensure that it has the least impact

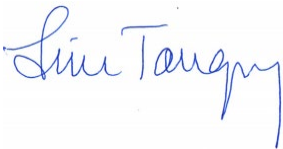
to operation.

5. The Company agrees to provide the Women's Advocate with access to a confidential phone line to be used exclusively for the duties of the Women's Advocate. When a female member requests a meeting in person, with the Women's Advocate at a VIA location, the Corporation will make its best effort to provide access to a private office so that confidentiality can be maintained when a female employee is meeting with the Women's Advocate.
6. The Corporation and the Union will develop appropriate communications to inform employees about the advocacy role of the Women's Advocate and provide the contact number for the confidential phone line.
7. The Women's Advocate will participate in an initial forty (40) hours training program organized by the Union and annually, a three (3)-day training program, including travel time. The Corporation may select a Corporate Representative to participate in the aforementioned training (this is done separately for employer representatives).
8. The Women's Advocates may be called on to assist with other Corporate Programs including Mental Health and Wellness.
9. This program is implemented for the duration of the current Collective Agreement.

If you are agreeable to the above, please indicate your concurrence below.

Agreed on: November 11, 2020

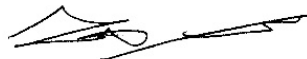
FOR VIA RAIL CANADA INC.:



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Line Tanguay  
Specialist Director, Employee Relations

FOR UNIFOR:



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Mr. Zoltan Czipfel  
President, Unifor Local 100

Attachment "E" – Letter of Understanding CCTV, LOCOMOTIVE VOICE AND VIDEO RECORDING

Not to form Part of the Collective Agreement

October 23, 2020

Mr. Zoltan Czippel  
President, Local 100  
Unifor

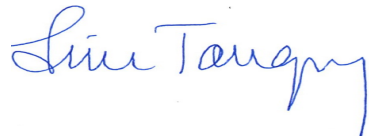
Dear Mr. Czippel:

This will serve to confirm discussions during 2020 negotiations regarding the Union demand regarding camera's in the workplace, Voice and Video recording on locomotives.

The Corporation advised that it has installed close circuit television (CCTV) at specific locations in its' maintenance facilities across the country, for the purpose of law enforcement and/or public safety in accordance with *VIA Rail CCTV Guidelines*. Should additional CCTV's be installed where there is documented requirement, the Union will be advised of any such installations. In addition, the Corporation assures the Union that the CCTV system will not be utilized for the purposes of supervising Unifor represented employee(s), monitoring employee(s) or their performance, nor will they be used at any time for initiating disciplinary investigations.

In regards to the Locomotive Voice and Recording System, following the *Transport Canada final report released on June 7<sup>th</sup> 2013* and *Article 28 of Canadian Transportation Accident Investigation and Safety Board Act*, the Corporation does not foresee using voice recording for shop operations in an objective of supervising Unifor represented employee(s), monitoring employee(s) or their performance, nor will they be used for initiating disciplinary investigation.

Yours truly,



Line Tanguay  
Specialist Director, Labour Relations  
Via Rail Canada Inc.

Attachment "F" – Safety and Health Agreement

**General**

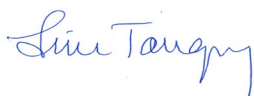
The foregoing changes are in full and final settlement of all requests served by either party signatory hereto, on or subsequent to September 3, 2019, to renew the VIA Rail Canada Inc. and Unifor National Council 4000-Local 100, Safety and Health Agreement.

The VIA Rail Canada Inc. and Unifor National Council 4000-Local 100, Safety and Health Agreement shall remain in full force and effect for the duration of the Collective Agreement.

SIGNED, this 15<sup>th</sup> day of October, 2020.

For the Corporation:

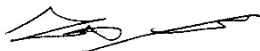
For the Union:



Line Tanguay  
Specialist Director, Employee Relations



Dave Kissack  
President National Council 4000



Zoltan Czipfel  
President Local 100

Attachment "G" – Mission electrician letter of understanding

Not to form part of the collective agreement

October 20, 2020

Mr. Zoltan Czippel  
President, Unifor Local 100

Dear Mr. Czippel,

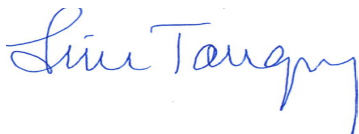
This letter is in reference to the discussions held during the 2020 negotiations with regards to the electricians in Mission.

As explained by the Corporation, electricians are assigned in Mission, Waterfront and VMC for the West Coast Express contract, to meet the client's operational requirements.

In spirit of resolving outstanding issues in Mission, the Corporation will preserve the same electrical workforce for the life of the current collective agreement, so long as the client's operational requirements remain the same.

In the event of a change in the client's operational requirements, the Union Regional Vice-President will be advised of workforce changes.

Sincerely,



Line Tanguay  
Director, employee relations  
VIA Rail Canada

Attachment "H" –Corridor New Fleet Renewal letter of understanding

LETTER OF UNDERSTANDING

BETWEEN

VIA RAIL CANADA INC  
(hereby called "The Corporation")

AND

UNIFOR, LOCAL 100  
(hereby called "The Union")

SUBJECT: CORRIDOR FLEET RENEWAL (Montreal-Toronto)

---

WHEREAS a new train fleet for the Corporation is scheduled to arrive in 2022, to be used in the Corridor (Montreal-Toronto);

WHEREAS the fleet renewal is essential to the continuity of the Corporation's operations by improving customer service and providing the Corporation with the opportunity to remain competitive in the passenger's transportation market;

WHEREAS the new fleet requires the modernization of infrastructure and transformation of work organization in the Montréal and Toronto Maintenance Centers;

WHEREAS the Corporation considers the Union and the employees they represent to be essential partners to ensure the successful implementation of the fleet renewal project and to ensure the sustainability of the organization;

WHEREAS the Corporation and the Union wish to make the fleet renewal a positive project for all parties to further develop a collaborative and constructive approach to labour relations;

THE PARTIES AGREE TO THE FOLLOWING:

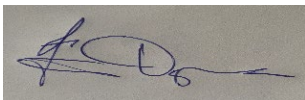

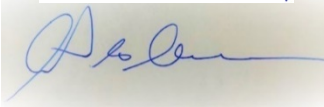
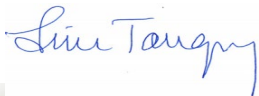
1. Within thirty (30) days of the ratification of this Collective Agreement, a New Fleet Joint Committee will be created, consisting of for (4) representatives from VIA Rail and four (4) representatives from Unifor, Local 100.

2. The Committee will meet monthly thereafter or as mutually agreed in a spirit of cooperation, to jointly work together to accomplish their mandate.
  
3. The mandate of this Joint Committee will be:
  - 3.1 To assess the impact of fleet renewal on the work organization and working conditions of employees at the Montreal (MMC) and Toronto (TMC) maintenance centers;
  - 3.2 To determine any changes needed to the work organization and working conditions to successfully implement the fleet renewal project;
  - 3.3 To consider amendments to the Collective Agreement to meet necessary changes to the work organization and working condition;
  - 3.4 To review the workers' skill requirements for the new fleet and to consider adjustments to the Apprenticeship program if required;
  - 3.5 To leverage the expertise, capacities and knowledge of employees, managers and union representatives at the maintenance centers to support the change management process;
  
4. VIA Rail Canada recognizes the quality of its employees and is committed to providing additional training necessary based on trade expertise to continue with VIA Rail Canada.
  
5. The Corporation and the Union agree to meet regularly with managers and union representatives to inform them of the evolution of the fleet renewal project and to discuss possible impacts on employees and possible mitigation strategies.

The parties have signed on the 13<sup>th</sup> day of November 2020.

FOR VIA RAIL CANADA INC.

FOR UNIFOR





Attachment "1" – Skilled Trades Coordinator Position letter of understanding

January 29, 2021

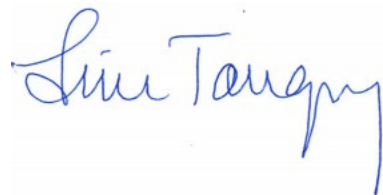
Mr. Zoltan Czipfel  
President, Local100  
Unifor Canada

Dear Zoltan:

This refers to our discussion during this round of negotiations regarding the Union' request to increase the minimum number of hours allocated to the Skilled Trades Coordinator.

As a result of these discussions, and in consideration of the new fleet's arrival and potential impact on training, the Corporation is committed to a joint review of the Skilled Trades Coordinator's duties throughout our New Fleet Committee meetings. Furthermore, after a joint review, should the New Fleet Committee recommend that an increase to the Skilled Trades Coordinator hours are warranted, the Corporation will consider the Committees recommendation with the view to increase the Skilled Trades Coordinator's hours.

Yours truly,



Line Tanguay  
Specialist Director, Employee Relations

## Attachment "J" – TMC Local Agreement – Overtime Banking

### Local Agreement for Overtime Banking at the Toronto Maintenance Centre – NOT TO FORM PART OF THE COLLECTIVE AGREEMENT

At the Toronto Maintenance Centre (TMC), employees working overtime will have the option of banking overtime.

Overtime shall be banked as follows:

- Employees will have the option of banking one (1) hour worked at time and a half (1.5 hours banked straight time).
- TMC employees will have the option of banking time to a maximum of three (3) days per year.
- Time will be banked on the date it would have been paid.
- Employees wishing to use banked time must submit a request to their supervisor seven (7) days in advance. Permission to use banked time is subject to operational requirements.
- TMC employees' banked time must be taken in increments of full days.
- An employee with banked time can request that it be paid out at any time. Payment will be processed in the following pay period.
- On December 1<sup>st</sup> of each year, all remaining banked hours will be paid out in the next pay period.

This Agreement will take effect on January 1<sup>st</sup> following ratification of a new collective agreement and will end with said collective agreement and may be renewed. Furthermore, the parties will explore expansion to other locations at that time.

This Agreement can be cancelled by either party at any time with thirty (30) days' notice.

October 21, 2020

## Attachment “K” – MMC Local Agreement – Overtime Banking

### Local Agreement for Overtime Banking at the Montreal Maintenance Centre – NOT TO FORM PART OF THE COLLECTIVE AGREEMENT

At the Montreal Maintenance Centre (MMC), employees working overtime will have the option of banking overtime.

Overtime shall be banked as follows:

- Employees will have the option of banking one (1) hour worked at time and a half (1.5 hours banked straight time).
- Time will be banked on the date it would have been paid.
- Employees wishing to use banked time must submit a request to their supervisor seven (7) days in advance. Permission to use banked time is subject to operational requirements.
- MMC employees must use their banked time in blocks of forty (40) hours. Once a forty (40)-hour block of banked time has been used, the employee can once again begin banking time.
- An employee with banked time can request that it be paid out at any time. Payment will be processed in the following pay period.
- On December 1<sup>st</sup> of each year, all remaining banked hours will be paid out in the next pay period.

This Agreement will take effect on January 1<sup>st</sup> following ratification of a new collective agreement and will end with said collective agreement and may be renewed. Furthermore, the parties will explore expansion to other locations at that time.

This Agreement can be cancelled by either party at any time with thirty (30) days' notice.

October 21, 2020

Attachment "L" – Pension Consent Letter

Montréal, October 19, 2020

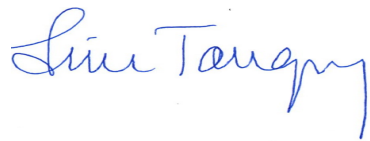
Mr. Zoltan Czippel  
President, Local 100  
Address

Subject: Renewal

Dear Sir;

The Corporation will continue the practice of granting consent to an unreduced pension (55/85 rule) for the life of the current Collective Agreement commencing January 1<sup>st</sup>, 2020.

Yours truly,



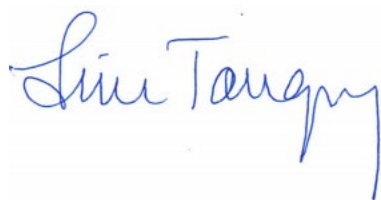
Line Tanguay  
Specialist Director, Employee Relations

The foregoing changes are in full and final settlement of all requests served by either party signatory hereto on or subsequent to September 3, 2019.

The Agreement shall remain in full force and effect until December 31, 2021, and thereafter, subject to Rule 37 of the Collective agreement governing the one hundred and twenty (120)-day notice in writing, by either party to this Agreement to revise, amend, or terminate it.

The Memorandum of Agreement is subject to ratification by the Union and the Company and the provisions herein shall become effective on the first day of the month following such ratification by the Union.

Signed this 30 day of January, 2021.



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**For the Company:**  
VIA Rail Canada Inc.



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**For the Union:**  
UNIFOR AND ITS LOCAL 100