

**MEMORANDUM OF AGREEMENT**

**Dated**

**July 12, 2022**

**Between**

**VIA RAIL CANADA INC.**

**And**

**UNIFOR CANADA**

**OFF-TRAIN EMPLOYEES**

**COLLECTIVE AGREEMENT no.1**

## Article 1 – Definitions

- 1.8 (New article) A years' service is defined as 250 days cumulative compensated service.

## Article 4 – Hours of work

- 4.29 a) The following work rules apply to part-time employees: Articles 4.12 to 4.28, 5.3, 5.8, 8.2, 8.5 (b), 8.5 (c), 8.7, 9.23, 9.24, 9.25, 11.1, 12.1, 12.6, 12.7 (a) 13.3 (c), 13.5, 13.13, 13.14, 13.15, 16.3, 16.4.

**Note: Any part time employee that is awarded a 12.1 temporary position will be allowed to displace onto another temporary 12.1 or 12.6. The employee will not see their status change to full time during this temporary assignment.**

**At the expiration of the temporary assignment, if the employee is unable to displace onto a temporary 12.1 or 12.6 position, such employee must displace under article 13.3 (c) of the Collective Agreement and will continue to be considered a part time employee.**

## Article 8 – General holidays

- 8.1 All employees, from their first day of work, are entitled to a holiday with pay on each of the following general holidays. When a general holiday falls on an employee's rest day, such holiday shall not be moved to the normal working day immediately following the employee's rest day.

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

## Article 9 - Vacations

- 9.1** An employee who, at the beginning of the calendar year, is not qualified for vacation under Article 9.2 hereof, shall be allowed one working days' vacation with pay for each 25 days' ~~cumulative compensated service~~, **worked** or major portion thereof, during the preceding calendar year, with a maximum of 10 working days until qualifying for further vacation under Article 9.2.
- 9.2** Subject to the provisions of Note 1 below, an employee who, at the beginning of the calendar year, has maintained a continuous employment relationship for at least three years and ~~has completed at least 750 days of cumulative compensated service~~, shall have his vacation scheduled on the basis of one working days' vacation with pay for each 16-2/3 days of ~~cumulative compensated service~~, **worked** or major portion thereof, during the preceding calendar year, with a maximum of 15 working days; in subsequent years, he will continue vacation entitlement on the foregoing basis until qualifying for additional vacation under Article 9.3.

**NOTE 1:** An employee covered by Article 9.2 will be entitled to vacation on the basis outlined herein ~~if on his fourth or subsequent service anniversary date he achieves 1,000 days of cumulative compensated service;~~ otherwise, his vacation entitlement will be calculated as set out in Article 9.1. Any vacation granted for which the employee does not subsequently qualify will be deducted from the employee's vacation entitlement in the next calendar year. If such employee leaves the service for any reason prior to his next vacation, the adjustment will be made at time of leaving.

**9.3** Subject to the provisions of Note 2 below, an employee who, at the beginning of the calendar year, has maintained a continuous employment relationship for at least 9 years ~~and has completed at least 2,250 days of cumulative compensated service,~~ shall have his vacation scheduled on the basis of one working days' vacation with pay for each 12 1/2 days ~~of cumulative compensated service,~~ **worked** or major portion thereof, during the preceding calendar year, with a maximum of 20 working days; in subsequent years, he will continue vacation entitlement on the foregoing basis until qualifying for additional vacation under Article 9.4.

**NOTE 2:** An employee covered by Article 9.3 will be entitled to vacation on the basis outlined therein ~~if on his tenth or subsequent service anniversary date he achieves 2,500 days of cumulative compensated service;~~ otherwise, his vacation entitlement will be calculated as set out in Article 9.2. Any vacation granted for which the employee does not subsequently qualify will be deducted from the employee's vacation entitlement in the next calendar year. If such employee leaves the service for any reason prior to his next vacation, the adjustment will be made at time of leaving.

**9.4** Subject to the provisions of Note 3 below, an employee who, at the beginning of the calendar year, has maintained a continuous employment relationship for at least 19 years ~~and has completed at least 4,750 days of cumulative compensated service,~~ shall have his vacation scheduled on the basis of one working days' vacation with pay for each 10 days ~~of cumulative compensated service,~~ **worked** or major portion thereof, during the preceding calendar year, with a maximum of 25 working days; in subsequent years, he will continue vacation entitlement on the foregoing basis until qualifying for additional vacation under Article 9.5.

**NOTE 3:** An employee covered by Article 9.4 will be entitled to vacation on the basis outlined therein ~~if on his twentieth or subsequent service anniversary date he achieves 5,000 days of cumulative compensated service;~~ otherwise, his vacation entitlement will be calculated as set out

in Article 9.3. Any vacation granted for which the employee does not subsequently qualify will be deducted from the employee's vacation entitlement in the next calendar year. If such employee leaves the service for any reason prior to his next vacation, the adjustment will be made at time of leaving.

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

**NOTE 4:** An employee covered by Article 9.5 will be entitled to vacation on the basis outlined therein if on his twenty-seventh or subsequent service anniversary date ~~he achieves 6,750 days of cumulative compensated service~~; otherwise, his vacation entitlement will be calculated as set out in Article 9.4. Any vacation granted for which the employee does not subsequently qualify will be deducted from the employee's vacation entitlement in the next calendar year. If such employee leaves the service for any reason prior to his next vacation, the adjustment will be made at time of leaving.

**9.6** ~~(Delete) Where methods relating to calculation of vacation may differ from the foregoing, such methods will continue to apply.~~

**9.7** ~~(Delete) A year's service is defined at 250 days of cumulative compensated service.~~

**\*\*\*Correct the numbering of the following articles.**

## **Article 12 – Bulletin and filling of positions**

**12.6** Temporary vacancies, newly created positions and seasonal positions, when known to be for 90-calendar days' duration or less, will not be bulletined. However, suitable advice notice will be posted, as required, at the station or terminal affected and a copy of the advice notice will be sent to the Local Chairperson. Such position shall be awarded to the qualified senior employee on the Region who makes application therefore within five calendar days from the

date notice is posted. The successful applicant shall be permitted to assume the temporary vacancy within 10 days from the date the advice notice is posted. Applications from regularly assigned employees will only be accepted when it is known the vacancy is for more than 10 working days and when it involves an increase in rate of pay, or a change in shift, or rest day or days. When other qualified employees are available regularly assigned employees will not be allowed to commence work on a temporary vacancy and work their regular assignment on the same day.

**Note: For a ninety (90) day period expiring one week following labour day, employees awarded a 12.6 assignment, will be required to remain on the assignment for the length indicated. Exception will be made if the employee bids on and obtains a vacant permanent position posted under article 12.1 or on a training posted under article 16.3, 16.4 or any other 12.6 vacancy within the department or is displaced.**

## **Article 16 – Training**

- 16.4** The Corporation shall have training courses which shall be sufficient to allow the employees opportunities to upgrade their knowledge and skills. When training is offered, notices shall be posted for all employees covered under this agreement for a period of not less than 14 calendar days. The notice shall contain all pertinent information, such as type of course, hours, duration and location of courses. Selection from applicants will be based on seniority among the applicants who meet the bona fide occupational requirements of the position. For the purposes of an employee being absent the provisions of Article 12.15 will apply provided that the training course has not yet commenced. Time spent in training shall be considered for all intents and purposes as time worked. Employees presently in the service of the Corporation will be considered for training before a person not already in the employ of the Corporation, unless otherwise mutually arranged. Those employees successfully completing the training for a given position will thereafter be considered qualified for that position, and may be expected to fill vacancies in that classification as mutually arranged **unless there has been a significant material change to the duties of the position.**

## Article 27 - General

- 27.3** (a) When an employee is short paid ~~\$62.00~~ **120\$** or more, on request of the employee, a voucher will be issued equal to the outstanding amount within 72 hours following the scheduled pay day, excluding Saturdays, Sundays and statutory holidays.
- 27.14** The Corporation will undertake the responsibility for the translation of this Agreement as may be required from time to time and will absorb the cost of such translating. This will include the cost of translating updated pages.

The parties agree once language verification and translation have been completed, the Corporation will immediately post Collective Agreements No.1 Letters of Understanding, Benefits Plans, Health and Safety Agreement, LTD, ESIMA, etc. on its intranet (IVIA) site and will be sent by email to all employees. The Union will have the opportunity to review the translated agreement for accuracy and completeness prior to posting on IVIA.

~~The parties agree once language verification and translation have been completed, the Corporation will immediately, no later than 90 days, provide all existing and future employees with an updated copy of Collective Agreements No.1, as well as all Letters of Understanding, Health and Safety Agreement, Benefit and LTD Plans, ESIMA, and any other related documents on an electronic memory stick identified "VIA Rail Canada and CAW/TCA Canada, Council 4000."~~

The parties agree once language verification and translation have been completed, the Corporation will immediately send an updated copy of the Collective Agreements No.1, Letters of Understanding, Benefit Plans, Health and Safety Agreement, LTD, ESIMA, etc. in electronic format and sufficient printed booklets in (8.5 x 11) format to the President of Council 4000 and select unions representatives.

## Article 29 – Bereavement leave

- 29.1** Provided an employee has at least three months' cumulative compensated service, they will be granted bereavement leave (excluding rest days and annual vacation) without loss of pay as follows:

- (a) days, **a paid leave of a maximum duration of 5 days and an unpaid leave for a maximum duration of 5 days each time there is a death in your family**, upon the death of the employee's parents, 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 weeks after the latest of the days on which any funeral, burial or memorial service of that immediate family member occurs.
- (b) three **(3)** days **and an unpaid leave for a maximum duration of 7 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 lost.

## Article 32 – Shift Differentials

- 32.1** Employees whose regularly assigned shifts commence between 14:00 and 21:59 hours (evenings) or between 22:00 and 05:59 hours (nights) shall receive a shift differential as follows:

Evening:	<del>\$0.75</del> <b>\$1.50</b>
Night:	<del>\$1.00</del> <b>\$2.00</b>

Overtime shall not be calculated on the shift differential, nor shall the shift differential be paid for paid absence from duty such as vacations, general holidays, etc.

## Article 38 - Uniforms

- 38.4** An employee, who is required by the Corporation to wear safety footwear and was in service at the beginning of the calendar year, has rendered compensated service during the year, and holds employment relationship, will be entitled to a safety footwear allowance of ~~\$250.00 dollars every two (2) years payable in the 2nd pay period of September, commencing September 2010.~~ **150\$ payable in the second pay period of September each year.** When an employee purchases new safety footwear, he or she must report to his or her immediate supervisor with the footwear **and proof of purchase** indicating that such footwear is in compliance with the Canada Occupational Safety & Health Regulations (C.S.A. approved).



## Article 40 – Duration of Collective Agreement

- 40.1** This Collective Agreement is in full settlement of all issues raised by either party on or subsequent to ~~October 25, 2019~~ **January 17, 2022**. It is effective ~~January 1, 2020~~ **January 1, 2022** unless otherwise stipulated in the Memorandum of Agreement dated ~~January 30, 2021~~ **July 12, 2022** and supersedes all previous agreements, rulings or interpretations which are in conflict therewith. It will remain in effect until ~~December 31, 2024~~ **December 31, 2024** and thereafter, until revised or superseded. Four months' notice shall be given by either party of its desire to revise or supersede this Agreement and may be served at any time subsequent to ~~August 31, 2024~~ **August 31, 2024**.

## **Appendix A – Wage Scale**

- 5.5% January 1, 2022
- 3.5% January 1, 2023
- 2.5% January 1, 2024

All employees active on the date of ratification of this agreement will be entitled to retroactive wages on all compensated hours from January 1, 2022.

**APPENDIX I  
LETTER ON PAYMENT FOR SICK LEAVE**

Letter on Payment for Personal Leave and Sick Leave

Dear Ms Chapados,

During the negotiations of the Memorandum of Settlement for Collective Agreement No. 1 signed on June 16, 2022, we discussed your proposal for paid personal leave and sick leave and its implications for Appendix I at some length. In resolution of your proposal, the Parties agreed to formalize the policy covering weekly rated clerical employees who are absent from duty due personal leave or sick leaves. The policy provides that such employees:

**After January 1, 2023, and after three (3) months of employment**, all clerical employees will become eligible for five (5) fully paid days personal leave and ten (10) fully paid days sick leave per year.

**For the purposes of this agreement personal leave and sick leave will be defined and identified as per the Canadian Labour Code.**

Such personal leave and sick leave encompass any personal and sick leaves identified in the Canada Labour Code and cannot be carried over from one year to the next.

**Appendix S – Removed**

Dear Mr. Kissack

Pursuant to our recent discussion during this round of bargaining, this letter will serve as confirming the removal of the following appendices by both parties:

- 1. Collective Agreement No. 1 – Appendix S - Letter of Understanding Locomotive Engineer Training Closed Period Commitment**
2. Collective Agreement No. 2 – Appendix 28 - Letter - Locomotive Engineer Training Closed Period Commitment

Subsequently, collective agreements appendices index will be adjusted accordingly to reflect the changes upon renewal of contract.

~~APPENDIX S  
LETTER OF UNDERSTANDING  
LOCOMOTIVE ENGINEER TRAINING – CLOSED PERIOD COMMITMENT~~

~~SUBJECT: LOCOMOTIVE ENGINEER TRAINING~~

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

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

~~Yours truly,~~

**Appendix XX (Number to be determined)**

**Letter concerning composite position**

**The Corporation will advise the Union leadership of the creation of any future composite position.**

**Appendix XX (numbers to be determined)**

**VIA RAIL INC.**

(Herein referred to as the "Corporation")

AND

**UNIFOR, COUNCIL 4000**

(Herein referred to as the "Union")

**SUBJECT: Vacation Entitlement Calculations – Application starting January 2023**

**WHEREAS** During the 2021-2022 bargaining sessions, the parties have identified that the calculation for employees' vacations, or moreover, the triggering point which transitions the employee between vacation entitlement categories under Articles 9.1 through 9.5 of Collective Agreements One and Two, has been applied by utilizing calculations based on Cumulative Compensated Service rather than by Continuous Employment Relationship from service date.

**WHEREAS** The parties recognize for the sole purpose of vacation calculation, twelve (12) calendar months constitutes one years' service.

**WHEREAS** The parties recognize that the standard indicator for movement between vacation entitlement categories is based on the anniversary of the employee's date of hire (service date).

**WHEREAS** The parties recognize that the term Continuous Employment Relationship encompasses active service, periods of lay off for determination of vacation allotment, periods of absence as defined under Article 9.11, and/or any other circumstances as mutually agreed between the parties.

**THEREFORE, the parties agree to the following:**

1. Going forward the triggering point which transitions employees between entitlement categories under Articles 9.1 through 9.5 for vacation calculation

purposes will be based on annual increments from the employee's date of hire (service date) and will apply to the following calendar year.

2. Actual days of vacation entitlement days under Articles 9.1 through 9.5 of Collective Agreements One and Two will be maintained as based on the days worked or the major portion thereof in the previous calendar year.
3. The current practice for calculating what constitutes a "day worked" for vacation calculation purposes when applied to spareboard employees in Agreement Two will remain in effect whereas eight hours constitutes one day of work.
4. This Agreement is made with precedent serves to rescind any previous practices which refer to Cumulative Compensated Service for the calculation of vacation entitlements. The use of Cumulative Compensated Service will remain in effect as defined under Article 1.8 of Collective Agreements One and 1.1(u) of Collective Agreement Two (whereas 250 days cumulative compensated service constitutes one years' service) for the purposes of calculating Pensionable Service and any protections under the Supplemental Agreements (ESIMA).

**Agreement – System Health and Safety Legislative Representative**

**VIA RAIL INC.**

(Herein referred to as the “Corporation”)

AND

**UNIFOR, COUNCIL 4000**

(Herein referred to as the “Union”)

**WHEREAS** both parties wish to join forces to ensure a safe and healthy workplace for their employees and members;

**WHEREAS** both parties recognize the importance of having a dedicated health and safety representative;

**WHEREAS** both parties recognize that rules of governance must be established in order to supervise the health and safety representative;

**NOW, THEREFORE, THE PARTIES** have reached an agreement on the terms and conditions regarding the health and safety representative.

**IN CONSIDERATION OF THE FOREGOING, THE PARTIES AGREE TO THE FOLLOWING:**

**1. Preamble**

The preamble is part of this letter of agreement.

**2. Nomination**

It is the Union’s responsibility to nominate an employee as the health and safety representative. This person must reflect the values of the organization and must have an impeccable health and safety record.



The person chosen must be bilingual and able to travel on regular basis. The Employer reserves the right to refuse an employee's nomination for any valid reason, such as known behavioural problems or absenteeism.

The appointment will be for a period of the life of the collective agreement

The appointment must be confirmed through an official letter from the Union to the attention of VIA Rail Canada Inc Labour Relations Director

### **3. Seniority and vacation**

The health and safety representative will continue to pay union dues and accumulate seniority and will retain seniority rights.

The representative should direct vacation requests to the Director responsible for the Health & Safety function.

### **4. Work schedule**

The health and safety representative must be available from Monday to Friday and exceptionally on evenings and weekends for urgent safety matters. He must be physically present at the Employer's facilities during work hours. The representative will be able to work from home as per the employer's policy.

The representative must complete his timesheet and submit it to the Director responsible for the Health & Safety function for validation every week.

### **5. Reporting structure**

The manager for the Health & Safety function will exercise functional authority. However, health and safety priorities will be determined by both parties.

### **6. Equipment**

The health and safety representative will be provided with an iPhone and a laptop computer. He/she will be provided access, where available, to an office

with filing cabinets, a desk, chairs, a telephone, a photocopy machine, and a fax machine. He/she will be provided access to the Corporation's systems or any system the Corporation uses to track health and safety. Equipment must be returned at the end of the term.

## **7. Travel expenses**

All travel expenses will be approved and shared by both parties.

## **8. Rate of pay**

The employee will be paid at SM Corridor's hourly rate.

## **9. Role and expectations of the health and safety representative**

Created under the terms of the National Safety, Health and Environment Agreement signed on February 22, 1999, and nominated by the Union, the Unifor System Health & Safety Legislative Representative supports the Corporation and Unifor achieve their common goal of creating and maintaining a safe and healthy workplace.

The representative works with the Health & Safety department assisting in the implementation of the Health & Safety plan and playing a proactive role in health and safety prevention, always taking into consideration the risk management principles for prioritization. He/she acts as a coach and intervenes with employees and members in order to strengthen the organization's health and safety culture and contributes to ensure a safe and healthy workplace for the employees and members.

The Health and Safety Representative shall perform the duties set out in his or her job description.

This agreement may not be used by any of the parties as a reference for a settlement of any other grievances or arbitration hearing.

Please indicate your concurrence by signing below and returning one (1) duly signed copy for our files.

## Agreement regarding Locomotive Attendant

Friday, April 18, 2022

Mr. David Kissack

President - Unifor National Council 4000

Dear Mr. Kissack

Pursuant to *our* recent discussion during this round of bargaining, this letter *will* serve as confirming your proposal for increasing the wages for the locomotive attendant:

"For 2022, in addition to any negotiated wage increases Locomotive Attendants *shall* receive a one-time wage adjustment of \$2/ hour retroactive to January 1, 2022, for *all* hours worked, including overtime. Retroactivity will be paid no later than 90 days following ratification. Inactive employees will receive their increase upon their return to work."

## **LETTER OF UNDERSTANDING**

### **Banking Overtime Hours**

Between:

**VIA RAIL INC.**

(Herein referred to as the "Corporation")

AND

**UNIFOR, COUNCIL 4000**

(Herein referred to as the "Union")

As part of this round of collective bargaining, the Corporation and the Union reviewed a proposal which would allow all employees governed by Collective Agreement No. 1 the option of banking overtime instead of receiving overtime payments.

Accordingly, you will find below the requirements of this proposal:

1. Employees will have the option of banking 1 hour worked at time and a half as 1.5 hours banked straight time.

Example 1: One (1) hour worked at time-and-a-half is the equivalent of one-and-one-half (1.5) hours banked at straight time.

2. When banked time is taken, the rate of pay for such hours shall be the rate of pay of the assignment occupied by that employee when such banked time is used. When an employee takes paid time off as provided herein, it shall be without loss of benefits.
3. An employee may not bank hours worked on a statutory holiday.
4. Employees will have the option of banking time up to a maximum of eighty (80) hours per calendar year.
5. Employees planning to use banked time must submit a request to their supervisor seven (7) days in advance, management must respond in a timely manner. Employees may elect to bank overtime by notifying their supervisor by email

copying the Local Chairperson. Banked time will be granted subject to operational requirements.

6. Employees will elect to schedule their banked time only after their annual vacation allotment has been approved.
7. Employees cannot elect to use banked time during the month of December. During the summer peak times, limited number of requests will be considered based on the operational requirements.
8. At time of lay off, employees will have the option to have their banked time paid out or to take the time to postpone a layoff.
9. Employees on short-term (STD) or long-term disability (LTD) will have their banked time paid out on December 1<sup>st</sup> of each year.
10. Where two or more employees request to take the same day off, paid time will be granted on a “first come, first serve” basis and seniority. For the purposes of using days from the overtime bank, “days” shall be defined as the number of hours equivalent to the regularly scheduled hours the employee works.
11. Any active employees with banked time can request that it be paid out at any time. Such payments will be processed during the next pay period.
12. All banked hours that have not been utilized will be paid out on December 1<sup>st</sup> of each year. Payments will be made in the following pay period.
13. This time off cannot cover any applicable paid leave already covered by the Canadian Labour Code.

This agreement will be effective starting January 1, 2023. This proposal would be for the duration of the new collective agreement and will end with said collective agreement. In addition, the agreement can be revisited at the request of either party at any time in December of each year.

**It is understood that this agreement shall not form part of Collective Agreement no. 1.**

**Letter of understanding**

Between:

**VIA RAIL INC.**

(Herein referred to as the "Corporation")

AND

**UNIFOR, COUNCIL 4000**

(Herein referred to as the "Union")

**Subject:** Pensionable service amendments for certain Employees participating in the Job-Sharing Program

**WHEREAS** Employees previously and currently participating in the Job-Sharing program have had and have their pensionable service pro rated while participating in the program.

**WHEREAS** The parties recognize that a recent Supreme Court of Canada decision has found that failure to allow a certain category of female employees (the "group") who opt into the Job Sharing Program to buy back their full pensionable service while employed in the Program can constitute unlawful discrimination based on sex;

**WHEREAS** The parties wish to take the following measures and enter into the present letter of Understanding to avoid any charge of discrimination be any employee in the group in the future or generally any charge against the Job Sharing Program or the Pension Plan on this basis;

**The parties agree to the following:**

1. The preamble of the present Letter of Understanding forms an integral part thereof;
2. Going forward, all employees in the group who join as of the date of the signing of the present letter of agreement the Job-Sharing Program to balance their work and family obligations after a maternity and/or parental leave may opt to be credited with full Cumulative Compensated service for the purpose of determining pensionable service time and in such case be required to make contributions to

their pension to reflect such in accordance with the pension guidelines and according to the work schedule prior they join the job sharing program.

3. All employees affected by paragraph 2 of this letter of agreement will be required to contact Shared Services before the end of their Job-Sharing program to confirm if they will opt to buy back their pension deficiencies under the methods defined in the Pension Plan for Unionized Employees of VIA Rail Canada inc. An employee must provide proof of caregiver responsibility when reasonably practicable to do so or through a sworn attestation to request a pension buy back.
4. Employees wishing to participate in a job-sharing program will be advised of the change when applying for the program.

This letter of understanding may be amended through mutual consent between the parties in the event of a legislative requirement to do so or as a result of an award by a third party of competent jurisdiction which mandates consideration of such actions.

**Letter of understanding**

Between:

**VIA RAIL INC.**

(Herein referred to as the "Corporation")

AND

**UNIFOR, COUNCIL 4000**

(Herein referred to as the "Union")

Subject: Wage scale – Reclassification internet agent at the VCC

**Whereas** the current negotiation, the Union has expressed the need for a job evaluation for the internet agent position at the VCC.

**THE PARTIES AGREE TO THE FOLLOWING:**

1. The Corporation is committed to bring this position to the job evaluation committee to determine if there should be an increase for this position.
2. Should the Union disagree with the proposed wage rate for the position they may file a grievance.
3. The parties mutually agree to resolve the grievance at Med Arb.



## **Letter of Agreement**

Between:

**VIA RAIL INC.**

(Herein referred to as the "Corporation")

AND

**UNIFOR, COUNCIL 4000**

(Herein referred to as the "Union")

During the 2021-2022 round of collective bargaining, the Union raised concerns regarding the challenges some Agreement 1 employees had faced in attempting to access or displace onto positions that they have previously been trained and qualified to work.

In understanding these concerns, the parties agree that should an employee exercise their seniority rights through displacement under Article 13 of Agreement 1 to a position they were previously deemed qualified for, but have not worked during an extended period and their ability to perform the essential duties of the position may be in question, the following conditions will apply:

1. The employee will tentatively be awarded the position.
2. Management will meet with the employee and their Union representative to outline their expectations of the position.
3. A familiarization period of not less than five (5) working days will be provided and where upon request, the employee will be provided with 'on-the-job' mentoring, and should the employee properly demonstrate their qualification, they will be awarded the position. During this period the previous incumbent will remain on the position.
4. After the familiarization period, should the employee be unable to demonstrate their ability to perform the essential duties of the position, they will be removed from the position and Article 13.7 of the collective agreement shall apply.
5. Should the employee be unable to demonstrate qualification after the familiarization period, they shall be eligible to qualify for the position at the next available training sessions provided under Article 16.4 of the collective agreement.

This policy will not apply to the position of Locomotive Attendant, whereas the employer will be mandated to inform qualified employees that their rules qualifications will be lapsing and will be required to provide sufficient training to maintain qualification.

## Letter of Understanding

Between:

**VIA RAIL INC.**

(Herein referred to as the "Corporation")

AND

**UNIFOR, COUNCIL 4000 and Local 100**

(Herein referred to as the "Unions")

Subject: Racial Justice Advocate Program and Anti-Racism Action Plan at VIA Rail

Dear Sirs,

This refers to our recent discussions at the bargaining table pertaining to unique situations faced by Black, Indigenous or racialized community in the workplace.

### **Establishment of a Racial Justice Advocate**

In recognition of societal racism, the Parties agree to identify a Racial Justice Advocate who will act as an ambassador in VIA Rail's Diversity and Inclusion program.

A Racial Justice Advocate is an individual who identifies as a member of the Black, Indigenous or racialized community.

The Unifor Local/Council Union President and VIA Rail representative will be responsible for the selection of the Racial Justice Advocate.

The Racial Justice Advocate is a workplace representative who will participate in the VIA Rail Diversity and Inclusion program.

The activities will be performed in relation with VIA Rail Diversity and Inclusion program. Support will also be provided by the VIA Rail Diversity and Inclusion program.

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

Agreed on: July 12<sup>th</sup>, 2022

## Improvement to the Benefit package:

### Life Insurance Active Members:

- Effective the first of the month following ratification, the amount of Basic Life Insurance will increase from \$48,000 to **\$60,000**.
- Optional Life Insurance – to be purchased by the employee effective July 1<sup>st</sup> 2023, for a maximum eligible amount of **\$150,000**. In blocks of \$25,000 and to include spousal.

### Benefit Coverage:

- Employees and dependents to be covered after **90 days** of continuous compensated service (CCS) for healthcare, dental care and all other benefits.

### Vision Care:

- **\$400.00** per 12-month period for children, per 24-month period for adults (coverage remains as 80%).
- Cost coverage remains as per contract.

### Paramedical:

- Increase wig and hair piece coverage to **\$500** per person per year for medical required condition.

### Short-term disability:

- Increase short-term disability benefits from 70% of weekly base pay (with no maximum benefit) and provide a maximum of **\$825** per week.

### Dental Benefits:

- \$2,300 to **\$2,500** for the duration of the agreement.
- Oral examinations, cleaning and scaling of teeth, fluoride treatments and bite wing x-rays twice in any calendar year but not more than once in any 6-month period.

## **Other Matters**

- That all appendices, letters of understanding and sections of the Collective Agreement that have not been adjusted or changed during these negotiations will be automatically renewed and continue to form part of the new Collective Agreement.