

## MEMORANDUM OF SETTLEMENT

DATED

Toronto, Ontario January 15, 2025

Between

The Toronto Terminals Railway  
(Hereinafter referred to as the Company)



And

UNIFOR Council 4000  
(Hereinafter referred to as the Company)



Providing Amendments to  
**Collective Agreement 5.32**

APPLICATION OF WAGE INCREASES AND OTHER CHANGES  
COVERING THE YEARS 2025, 2026, 2027, AND 2028.

The Company reserves the right to add to, revise, modify, substitute, amend or withdraw any of the following, at its sole discretion. Any settlement or agreement reached on any item or items is conditional upon the conclusion of a global, total, and comprehensive memorandum of settlement, which has been ratified. The Company reserves the right to withdraw its agreement on any item or items, without prejudice, until such time as a final agreement is ratified. All offers should be considered as perishable and are subject to be withdrawn at the Company's discretion upon advance notice to the Company.

## **1. TERM OF CONTRACT**

The Collective Agreement between the Company and the Union will be renewed for a period of four years commencing January 1, 2025 through to December 31, 2028.

ARTICLE 36 – Termination Clause Amended:

This Agreement, as amended, shall remain in effect until December 31, 2028, and thereafter, subject to a 120-day notice in writing from either party to the Agreement of its desire to revise, amend or terminate it. Such notice may be served any time subsequent to September 1, 2028 unless otherwise herein.

Signed at Toronto, Ontario this 15 day of January, 2025.

## **2. WAGES**

It is understood that the following rate increases are in reference to hourly wage rates only and do not apply to any other payments such as shift differentials, or any other payments not explicitly mentioned herein.

- a) Effective January 1, 2025, increase by **3%** the rates in effect on December 31, 2024.
- b) Effective January 1, 2026, increase by **3%** the rates in effect on December 31, 2025.
- c) Effective January 1, 2027, increase by **3%** the rates in effect on December 31, 2026.
- d) Effective January 1, 2028, increase by **3%** the rates in effect on December 31, 2027.
- e) Employees who are in service on January 1, 2025, or who are employed subsequent thereto, shall, providing they have not been dismissed from service, file has been closed or resigned prior to the signing of this Memorandum of Settlement be eligible to any amount of increased wages that is due them for time worked subsequent to December 31, 2024, as outlined within this Memorandum of Settlement.
- f) Within 30 days following ratification of this Memorandum of Settlement all employees in service on January 1, 2025, will receive a one-time \$1,000 lump sum payment. This lump sum payment will not be deemed as pensionable earnings.

Note: It is understood that this lump sum payment will not apply to employees dismissed from service, file closure or having resigned prior to January 1, 2025.

## **3. BENEFITS**

### **Plan Amendment Document:**

Upon final settlement and effective 30 days following ratification of this Agreement, the appropriate documents will be updated to reflect the following benefit terms:

**Short Term Disability:**

- a) Effective January 1, 2025, increase the short term disability weekly maximum from \$850 to **\$860** for new claims.
- b) Effective January 1, 2026, increase the short term disability weekly maximum from \$860 to **\$870** for new claims.
- c) Effective January 1, 2027, increase the short term disability weekly maximum from \$870 to **\$880** for new claims.
- d) Effective January 1, 2028, increase the short term disability weekly maximum from \$880 to **\$890** for new claims.

**Dental:**

Modify the provision concerning covered expenses as follows:

- a) Effective with treatment which commenced on or after January 1, 2025 covered expenses will be defined as the amounts in effect on the day of such treatment, as specified in the Ontario Dental Association Fee Guides for the year 2025.
- b) Effective with treatment which commenced on or after January 1, 2026 covered expenses will be defined as the amounts in effect on the day of such treatment, as specified in the Ontario Dental Association Fee Guides for the year 2026.
- c) Effective with treatment which commenced on or after January 1, 2027 covered expenses will be defined as the amounts in effect on the day of such treatment, as specified in the Ontario Dental Association Fee Guides for the year 2027.
- d) Effective with treatment which commenced on or after January 1, 2028 covered expenses will be defined as the amounts in effect on the day of such treatment, as specified in the Ontario Dental Association Fee Guides for the year 2028.
- e) The maximum annual benefit for the Dental plan will be increased to **\$2,075** for treatment commencing on or after the first day of the month following ratification.
- f) The maximum annual benefit for the Dental plan will be increased from \$2,075 to **\$2,125** for treatment commencing on or after January 1, 2026.
- g) The maximum annual benefit for the Dental plan will be increased from \$2,125 to **\$2,175** for treatment commencing on or after January 1, 2027.
- h) The maximum annual benefit for the Dental plan will be increased from \$2,175 to **\$2,225** for treatment commencing on or after January 1, 2028.

### Life Insurance

- a) Effective January 1, 2025, the group life insurance coverage will be increased from \$54,000 to **\$55,000** for employees who have service with the Company on or subsequent to that date.
- b) Effective January 1, 2026, the group life insurance coverage will be increased from \$55,000 to **\$56,000** for employees who have service with the Company on or subsequent to that date.
- c) Effective January 1, 2027, the group life insurance coverage will be increased from \$56,000 to **\$57,000** for employees who have service with the Company on or subsequent to that date.
- d) Effective January 1, 2028, the group life insurance coverage will be increased from \$57,000 to **\$58,000** for employees who have service with the Company on or subsequent to that date.

### Extended Health Care Plan:

- a) Increase the maximum lifetime benefit of the Extended Health Care Plan from \$55,000.00 to **\$90,000.00**.

### Employee Family Assistance Program (EFAP):

- a) If an employee engages EFAP services prior to the issuance of discipline for a dependency or social issue, they will continue to have access to the program's free counseling services as outlined in the program brochure. It is understood that this will not result in additional costs to the Company.

**Option Life Insurance:** to be maintained.

## 4. WORK RULES

A) Amend Article 1 – Definitions and Classifications:

- Remove item a from 1.3 Casual Help.

### 1.3 Casual Help

Those persons engaged:

~~(a) on a temporary basis to shovel snow, stock and unstock coal, harvest and stock ice or temporary work of a similar nature, or~~

~~(b) as may be agreed between the designated National Representative of the Union and the proper officer of the Company.~~

- Change 1.8 Operator Level 1 as follows:

**Operator Level 1** – Unqualified operator and operator of skid steer/front end loader and Junior-

Tamper (fully Qualified)

B) Amend Article 2 – Recognition and Scope

2.1 The Company recognizes UNIFOR as the sole collective bargaining agent with respect to wages, hours of work and other working conditions for all classes of employees enumerated in the wage scale, ~~subject to the following exclusions:~~

~~Facility Maintenance Supervisor  
Supervisor Rail Operations  
Clerical Staff – Superintendent’s Office~~

C) Amend the Language of Article 7 – Bereavement:

7.1 Upon the death of an employee’s spouse, child (**including still-born**), step-child or parent, **step-parent, brother or sister**, the employee shall be entitled to **ten (10) days bereavement leave of which** five (5) days’ bereavement leave without loss of pay provided that the employee has not less than three months’ cumulative compensated service.

7.2 Upon the death of an employee’s ~~brother, sister, step-parent~~, father-in-law, mother-in-law, step-brother or step-sister, ~~still-born child~~, grandchild, **step-grandchild**, grandparent or **spousal grandparent**, the employee shall be entitled to **ten (10) days bereavement leave of which** three (3) days bereavement leave without loss of pay provided that the employee has not less than three months’ cumulative compensated service.

D) Amend Article 16.2 to read:

16.2 Trainers Allowance

Employees designated to train others by direction of the appropriate Company officer for one hour or more during a shift, will receive a trainer’s allowance of **\$3.00** per hour spent training.

Note: The trainer must provide a written report/evaluation of the trainee in order to qualify for training pay.

E) Add new language to Article 16 – Training

**Training Attendance and Shift Adjustments**

**When employees are scheduled for training during their scheduled workdays, the company reserves the right to adjust their shift time with 72 hours’ notice. Employees are expected to attend the scheduled training as part of their job responsibilities.**

**Compensation for Training Days**

**If an employee is scheduled for an 8-hour training session on a day when they would typically work a 10-hour shift, they will be compensated for 10 hours only if they stay on-site and offer their services to the department after the training session concludes.**

**If the employee chooses not to stay and work the remaining time in their work shift, they will only be paid for the actual hours spent on the property during the training session.**

F) Amend Article 18 – Shift Differentials to read:

18.1 Employees whose regularly assigned shifts commence between **1200 and 1959** ~~1400 and 2159~~ hours shall receive a shift differential of **one dollar (\$1.00)** ~~seventy five cents (75¢)~~ per hour, and employees whose regularly assigned shifts commence between **2000 and 0459** ~~2200 and 0559~~ hours shall receive a shift differential of **one dollar and fifty cent (\$1.50)** ~~eighty cents (80¢)~~ per hour.

~~Effective January 1, 2005, for employees whose regularly assigned shifts commence between 2200 and 0559 hours shall receive a shift differential of one dollar (\$1) per hour. Overtime shall not be calculated on the shift differential, nor shall the shift differential be paid for paid absence from duty such as vacations, general holidays, etc.~~

G) Amend Article 24 – Discipline and Grievance Procedure as follows:

24.2 Investigations in connection with alleged irregularities will be held as quickly as possible. Employees may be held out of service for investigation (not exceeding three working days). Except as provided under Article 24.3, "Corrective Behaviour -- Informal Investigation", when a formal investigation is to be held, the employee and the designated Union representative will be given at least **twenty-four (24)** ~~forty-eight (48)~~ hours notice of the investigation and will be notified of the time, place, and subject matter of such investigation. (A copy of the notice for an investigation will be given to the local chairperson.) This shall not mean that the proper officer of the Company, who may be on the premises when the cause for investigation occurs, shall be prevented from holding an immediate investigation.

24.3 Minor incidents may be handled without the necessity of a formal investigation. Minor incidents are defined as those for which no more than five (5) demerit marks would normally be assessed. The Company and the Union agree that an employee may not be discharged under this informal process. The informal process will not apply to employees whose discipline records stand at **forty (40)** ~~thirty (30)~~ or more demerit marks.

24.5 Any complaint raised by employees concerning the interpretation, application or alleged violation of this agreement shall be dealt with in the following manner; this shall also apply to employees who believe that they have been unjustly dealt with:

Step 1

Within **twenty-eight (28)** ~~fourteen (14)~~ calendar days from cause of grievance the employee and/or the Local Chairperson, or the authorized committee member, may present the grievance in writing to the immediate Supervisor who will give a decision within **twenty-eight (28)** ~~fourteen (14)~~ calendar days of receipt of grievance.

H) Update Article 26 and Article 27 as follows:

**ARTICLE 26 - Employee Benefit Plan – Life Insurance and Sickness Benefits** ~~Health and Welfare~~

26.1 **Health and Welfare benefits will be provided in accordance with the negotiated terms between TTR and UNIFOR.** ~~Health and Welfare benefits will be provided in accordance with the supplemental agreement governing the non-operating Employee Benefit Plan.~~

**ARTICLE 27 - Paid Maternity Leave Plan**

27.1 **Health and Welfare benefits will be provided in accordance with the negotiated terms between TTR and UNIFOR.** ~~The Paid Maternity Leave Plan shall be that Plan established by the Paid Maternity Leave Plan Agreement dated June 18, 1985 as revised, amended or superseded by any agreement to which the parties to this collective agreement are signatories.~~

I) Amend Article 28.4 b) as follows:

(b) Effective January 1, 2018, the annual reimbursement amount will be increased to **\$300.00** ~~235.00~~ per employee, per year to support employee purchase of safety boots and/or ~~other reflectorized personal protective equipment or safety apparel~~ **an authorized railway timepiece** not supplied by the Company. Reimbursement will require the submission of receipts on the approved form.

Letter at Appendix "2" concerning Outerwear renewed

J) Amend Article 28.7 as follows:

28.7 Where an automobile mileage allowance is paid such allowance will be **45** ~~33~~ cents per kilometre.

K) Add new Article 28.11:

**28.11 At the beginning of each calendar year, the Company will provide the President of National Council 4000 or his/her designate a list of the names of employees governed by this collective agreement, which shall include the employee's home address, telephone number(s), and email or electronic address. This information will be used for internal union purposes only.**

L) Amend Article 35.1:

35.1 **Following ratification, employees will receive electronic versions of the Collective Agreement. Should an employee request a printed copy of the Collective Agreement, the Company will provide one and will undertake the responsibility for the printing of the collective agreements as may be required from time to time and will absorb the cost of such printing. This will include the cost of printing updated pages.**

M) Amend Appendix 2 – Training Agreement to reflect current practices – see Appendix 1 Attached.

N) Local On-Call Agreement Dated Monday December 14, 2021 to remain in effect subject to the Cancellation Clause – Letter reproduced at Appendix 6.

O) The parties agree to meet within 30 days of ratification and finalize a trial local agreement for an eight (8) and six (6) alternative shift schedule.

P) The Company agrees that members of the bargaining unit, selected by the Union to attend Union courses, shall be granted a leave of absence without pay for class time, plus travel where necessary to a maximum of 2 per year. The member shall provide sufficient notice to the Company no less than two weeks in advance of the course.

## 5. GENERAL

The parties agree that all letters of understanding, appendices outside of the Collective Agreement, side letters, and all other agreements and/or arrangements shall be cancelled unless otherwise identified.

### DURATION

Unless otherwise referred to herein, all other Union and/or Company proposals are withdrawn in their entirety and this Agreement (including all Supplemental Agreements) shall remain in effect until December 31, 2028.

SIGNED AT Toronto, Ontario this 15 day of January, 2025

**FOR THE JOINT MANAGERS:**

**FOR THE UNION:**

\_\_\_\_\_  
George Huggins  
Director of Operations

\_\_\_\_\_  
Barry Kennedy  
National Representative, Unifor

\_\_\_\_\_  
Myron Becker  
VP & Chief Labour Officer, CPKC

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Kristi Boisvert  
Regional Bargaining Representative  
Unifor Council 4000



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Dave Guerin  
Managing Director, Labour Relations  
CPKC

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Jeff Ongena  
TTR Unifor Council 4000

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Sharney Oliver  
Manager, Labour Relations  
CPKC

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Shannon Freidrich  
Human Resources

## APPENDIX 1

### APPENDIX 2 – Training Agreement – Welder Trainee Helpers

NOTE: The Company and the Union agreed during the negotiations, which concluded **Month Day, Year May 24, 2007**, that this appendix **required** requires amendments to reflect current operating and training circumstances. ~~To avoid any delay in printing and distributing the edited Collective Agreement the required amendments may be applied following the printing of the Collective Agreement.~~

#### TRAINING AGREEMENT – WELDER **TRAINEE** HELPERS

MEMORANDUM OF AGREEMENT between the Toronto Terminals Railway Company and the Canadian Brotherhood of Railway, Transport and General Workers with respect to the payment to Welder **Trainees** Helpers while undergoing the Welder's Training Program on the Toronto Terminals Railway Company.

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**Successful applicants for the position of Welder Trainee will be paid at the Welder Trainee Rate as outlined in Appendix 14.** It is agreed that the rate of pay for Welder Helpers will be determined as follows:

- ~~1. (a) Successful applicants for the position of Welder Helper will be paid the starting rate of the position upon commencement of training.~~
- ~~(b) After successfully completing Phase 1 of the Welder's Training program, an increase of \$.25 per hour will be added to the Welder Helper's starting rate outlined in 1(a) above.~~
- ~~(c) After successfully completing Phase 2 of the Welder's Training Program, a further \$.25 per hour will be added to the rate outlined in 1(b) above.~~
- ~~(d) After successfully completing Phase 3 of the Welder's Training program, a final increase of \$.25 per hour will be added to the rate outlined in 1(c) above.~~
- ~~2. Employees who are presently undergoing the Welder's Training program as of the date of the Memorandum of Agreement, will immediately have their rate of pay adjusted to reflect those in Item 1 above.~~

- 1. Once an employee has entered into the Welders Training program, they will complete a certification phase. Certification may take up to eighteen (18) months to complete.**
- 2. Once certification is complete, the employee will be given the opportunity to qualify as a Welder. Once qualified, the employee will receive the Welder rate of pay.**
3. It is understood that those employees who undertake and successfully complete the Welder Training program and who are thereafter considered as qualified Welders, will be obliged to protect any **Welder and** Welder Foreperson vacancies, permanent and temporary, as they occur.
- 4. At any point during the certification or qualification phase, the employee may undergo thermite welding training.**

4. This memorandum of Agreement is subject to cancellation by either party upon 30 days' written notice to the other. ~~If such notice is issued unilaterally, the parties shall meet, upon the request of either, at the first available opportunity, with a view to resolving any concerns that may have occasioned notice of cancellation. Such cancellation~~ When training requirements change, it shall not be considered as a technological, operational or organizational change.

**Appendix 2  
Letter Re: Outerwear**

**This Letter Does Not Form Part of the Collective Agreement**

January 15, 2025

Barry Kennedy  
National Representative  
Unifor

Kristi Boisvert  
Regional Bargaining Representative  
Unifor Council 4000

Dear Sir and Madam,

During the recent round of contract negotiations, the union raised a concern over the outerwear provided by the company to employees, and what the process would be for replacing this outerwear.

During our discussions, it was understood that employees must turn in their old outerwear to their supervisor, in order to receive replacement clothing.

Yours truly,

George Huggins  
Director of Operations

**Appendix 3 – VIA Letter**

**This letter will not form part of the Collective Agreement**

January 15, 2025

Barry Kennedy  
National Representative  
Unifor

Kristi Boisvert  
Regional Bargaining Representative  
Unifor Council 4000

Dear Sir and Madam,

This has reference to the matter of pass transportation benefits presently applicable to employees of Toronto Terminals Railway Company (TTR) represented by your respective organization, and the status of this benefit as to its future application on trains operated now and in the future by VIA Rail Canada Inc.

This will confirm that the matter of pass transportation benefits has been resolved on the basis that, subject to the demands of the traveling public, the present pass policies of TTR will be maintained for employees represented by you who were in the service of CN on or prior to March 13, 1979, until the time notices are served on or subsequent to September 1, 2028, and thereafter until the provisions of Section 89 of part I of the Canada Labour Code have been complied with or until some other mutually satisfactory resolution of this matter is agreed.

Employees are required to return unused VIA Rail tickets to avoid unnecessary costs to TTR. Employees who do not return unused tickets, will be notified their transportation privileges will be subject to suspension pending the return of unused tickets to the Company, within 30 days. Where timely notification is not received by TTR, individual transportation privileges will be suspended and the UNIFOR Representative will be notified.

For the purpose of this letter, the word "employees" includes pensioners.

Yours truly,

I concur:

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George Huggins  
Director of Operations

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Barry Kennedy  
National Representative  
Unifor

I concur:

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Kristi Boisvert  
Regional Bargaining Representative  
Unifor Council 4000

**Appendix 4**  
**Letter Re: Errors & Omissions**

**This Letter Does Not Form Part of the Collective Agreement**

January 15, 2025

Barry Kennedy  
National Representative  
Unifor

Kristi Boisvert  
Regional Bargaining Representative  
Unifor Council 4000

**Re. UNIFOR Collective Agreement Letter of Errors and Omissions**

Dear Sir and Madam,

In regard to the Collective Agreement dated [DATE] between TTR and UNIFOR, subject to the terms of this Agreement, that neither Party hereto shall be prejudiced in any way by inadvertent errors or omissions.

Any errors, omissions or ambiguity, created solely as a consequence of the amendments and/or the addition of Memorandum of Settlement language, Agreements and arbitration rulings, are unintentional and will be corrected by mutual agreement between the parties. The party first discovering such errors, omissions or ambiguity will notify the other party in writing promptly upon discovery thereof and the parties shall act to correct such error, omission or ambiguity within thirty (30) business days of such other party's receipt of notice.

Following the initial printing of this Collective Agreement, for the duration of the Agreement, corrections will be made available electronically; however, the revised wage Agreement will not be reprinted until the next renewal of the Agreement.

Yours truly,

I Concur,

\_\_\_\_\_  
George Huggins  
Director of Operations

\_\_\_\_\_  
Barry Kennedy  
National Representative, Unifor

I concur:

\_\_\_\_\_  
Kristi Boisvert  
Regional Bargaining Representative  
Unifor Council 4000

**Appendix 5- Letter of Understanding**

**This Letter Does Not Form Part of the Collective Agreement**

January 15, 2025

Barry Kennedy  
National Representative  
Unifor

Kristi Boisvert  
Regional Bargaining Representative  
Unifor Council 4000

**Re: Canada Labour Code (CLC) – Paid Personal & Medical Leave Days Pilot**

Dear Sir and Madam,

This has reference to the parties' discussions concerning the Canada Labour Code (CLC) Paid Personal and Medical Leave Days.

Within 60 days of ratification of this agreement, the parties agree to meet to explore the feasibility of a payout formula for unused CLC Personal and Medical Leave Days by way of a lump sum payment at the beginning of the next calendar year. This joint review will take into account the experience and usage of the paid personal and medical leaves during 2023.

This review will also include joint discussions on a potential formula for payment of the unused days. The formula and any proposed payout must be mutually agreed upon by the parties.

This letter is on a trial basis and will expire with this Collective Agreement unless otherwise mutually agreed upon by the parties.

If this reflects our understanding during negotiations, please indicate your concurrence in the space provided below.

Yours truly,

I Concur,

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George Huggins  
Director of Operations

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Barry Kennedy  
National Representative, Unifor

I concur:

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Kristi Boisvert  
Regional Bargaining Representative  
Unifor Council 4000

## Appendix 6 – On Call Agreement

### This Letter Does Not Form Part of the Collective Agreement

The following is the Local On-Call Agreement establishing the application of On Call Assignments of the 5.32 Collective Agreement and the Canada Labour Code applicable to employees of the Toronto Terminals Railway (TTR).

Employees will be notified of upcoming on-call assignments as determined by the Company to protect the Operations under contract for the Track Department.

The list of on-call employees will be generated by calling incumbents who are on an existing assignment than by seniority order to those not assigned on the shift being requested.

Employees will be paid at regular time for an on-call shift. When an employee is called in to be actively present (on location) as part of the on-call shift, they will be paid at a punitive rate (1.5 x hours worked) for the length of time on location. Employees may also be compensated for up to one hour of travel time to arrive on location, which will begin when the on-call employee has been called to be on location.

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Employees who meet any of the criteria below will have on-call pay removed for the day for which they signed up to be on call.

1. Fail to respond to the call to report for active duty in a timely manner,
2. Fail to respond to the call at all or,
3. Fail to report for duty as required,

This Local On Call Agreement shall remain in effect until revised, or cancelled upon thirty (30) days written notice by either party. The parties agree to meet prior to invoking this cancellation clause.

Signed this Monday December 14, 2021

For the Company: Jason Pushee

For the Union: Jeff Ongena