

SOURCE	F.M.C.S		
EFF.	89	01	01
TERM.	91	12	31
No. OF EMPLOYEES	500		
NOMBRE D'EMPLOYÉS	O.V.		

MAR 27/90
Ratification

MEMORANDUM OF SETTLEMENT

BETWEEN

VIA RAIL CANADA INC.

AND

THE BROTHERHOOD OF LOCOMOTIVE ENGINEERS

CONCERNING REVISIONS TO COLLECTIVE AGREEMENTS

1.1 AND 1.2

DATED MARCH 1, 1990

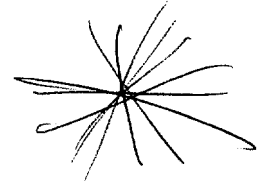
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B.L.E. SETTLEMENT

<u>ITEM</u>	<u>SUBJECT</u>
①	Term
②	Wages
3	Pensions
4	Pension Contributions
5	CN 1935 Pension Plan Members
6	Shift Differentials
7	Vacations
8	General Holidays
9	Life Insurance
10	Bereavement Leave
11	Weekly Indemnity
12	Dental Plan
13	Extended Health Care Plan
14	Rewriting Collective Agreements
15	System of Pay
16	Reporting after Absence
17	Attending N.T.A. Hearings
18	Periodic Rules Examinations
19	Deadheading on Freight Trains
20	Second Employee in Locomotive
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22	Adverse Effects of Changes in Working Conditions
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24	Held-Away-From-Home Terminal
25	Submission of Time Returns
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27	No Applications for Yard Assignment
28	Steam Generator Units
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1. TERM

The Collective Agreements will be renewed for a period of three years commencing January 1, 1989.

2. WAGES

- (i) Effective January 1, 1989, a wage increase of 3%, on all basic rates of pay in effect on December 31, 1988.
- (ii) Effective July 7, 1989, a wage increase of 2%, on all basic rates of pay in effect on July 6, 1989.
- (iii) Effective January 5, 1990, a wage increase of 2%, on all basic rates of pay in effect on January 4, 1990.
- (iv) Effective June 22, 1990, a wage increase of 2%, on all basic rates of pay in effect on June 21, 1990.
- (v) Effective January 4, 1991, a wage increase of 4.5%, on all basic rates of pay in effect on January 3, 1991.

3. PENSIONS :

(i) Subject to agreement by each of the following union groups:

- Associated Shopcraft Unions;
- Canadian Brotherhood of Railway, Transport and General Workers;
- Brotherhood of Locomotive Engineers;
- United Transportation Union;
- Brotherhood of Maintenance of Way Employees.

The Corporation's Pension Plan will be amended to provide for the indexing of pensions, for employees retiring on or subsequent to April 30, 1986 from groups covered by this Memorandum of Settlement, on the basis of the annual average percentage increase in the Consumer Price Index minus 3% to a maximum indexing of 3% per year, commencing on the first on April following the employee's third anniversary of retirement. The amendment, however, will provide that if the CPI decreases in one year, indexing shall not be resumed until the previous high index is again exceeded by 3%. This will also apply to individuals receiving survivor benefits under the Corporation's Pension Plan.

(The CPI is that published by Statistics Canada- "Canada, All Items, 1981=100." If this CPI series is discontinued or amended, an equivalent series will be used.)

- (ii) In the event that agreement of all union groups in Clause 3 (i) is not available by the conclusion of current contract negotiations with the union groups, Clause 3 (i) shall be regarded as deleted, and the wage increases in Clauses 2 (iii) and (iv) effective January 5, 1990 and June 22, 1990 shall be amended to read 2.5% respectively,
- (iii) Upon this indexation plan being agreed to by all union groups, the Corporation is prepared, retroactive to April 1, 1989, to adjust the pensions of existing pensioners under the VIA Pension Plan who have been on pension for at least 3 years, in accordance with the formula of this indexation plan, taking into consideration annual average C.P.I. increases from 3 years after retirement, onward,
- (iv) This Clause 3 will only apply to employees who have been in the service of VIA Rail Canada Inc. for a period of at least one year prior to their retirement. However, exceptional cases may be dealt with between the General Chairman and the Director, Labour Relations.

NOTE: The restriction under this Clause 3 (iv) shall not apply to employees who have retired, or who have applied for retirement, prior to the signing of this Memorandum of Settlement.

This clause 3 shall not form part of any collective agreement.

EXAMPLES OF APPLICATION OF INDEXATION TO
PENSIONERS

<u>DATE OF RETIREMENT</u>	<u>PENSION ADJUSTMENT FACTOR</u>
Dec. 31/78 to March 31/79	15.8%
April 30/79 to March 31/80	12.4%
April 30/80 to March 31/81	9.1%
April 30/81 to March 31/82	6.1%
April 30/82 to March 31/83	4.6%
April 30/83 to March 31/84	3.6%
April 30/84 to March 31/85	2.5%
April 30/85 to March 31/86	1.1%

NOTE: These %'s would be applied to actual pension payments effective April 1, 1989 and would represent a "catch-up" in the loss of purchasing power of current pensioners. In future years, pensioners would receive an annual adjustment according to the negotiated formula.

There is a 3-year waiting period before a pensioner is eligible for an increase in pension, and adjustment is made only once per year; that is, on April 1.

(Attached as Appendix "A" is an explanation of how the "Pension Adjustment Factor" was derived and how it would apply.)

4. PENSION CONTRIBUTIONS

Beginning with the first period in the month following the signing of Memoranda of Agreement covering the renewal of the collective agreements, pension contributions by employees represented by the Brotherhood of Locomotive Engineers shall be as follows:

- (i) 5% of earnings up to the Yearly Maximum Pensionable Earnings (YMPE) under the Canada / Quebec Pension Plan: and
- (ii) 6.5% of earnings above the Y.M.P.E.

5. CN 1935 PENSION PLAN MEMBERS

Within 30 days following the signing of Memoranda of Agreement covering the renewal of the collective agreements, the Corporation will offer a one-time opportunity to employees who were members of the Canadian National 1935 Pension Plan, and who declined to join the Canadian National 1959 Pension Plan at each opening date, the option to buy back prior service for pension purposes. Only employees who were in service at VIA on the date of signing the Memorandum of Settlement will be offered this opportunity.

6. SHIFT DIFFERENTIALS

Effective the first of the month following ratification of this Memorandum of Settlement, revise the Collective Agreement provisions as follows:

(i) Collective Agreement 1.1 - Article 30.4

30.4 A locomotive engineer in yard service who commences a shift between the hours of 1400 and 2159 (excluding arbitrary payments) shall receive a shift differential of **40**✓cents per hour and between the hours of 2200 and 0559 (excluding arbitrary payments) shall receive a shift differential of 45✓ cents per hour. Overtime shall not be calculated on the shift differential nor shall the shift differential be paid for paid absence from duty, such as vacations, general holidays, etc.

(ii) Collective Agreement 1.2 - Article 36.3

36.3 A locomotive engineer in yard or transfer service who commences a shift between the hours of 1400 and **2159** (excluding arbitrary payments) shall **receive a** shift differential of 40 cents ✓ per hour and between the hours of 2200 and **0559** (excluding arbitrary payments) shall receive a shift differential of 45 ✓ cents per hour. Overtime shall not be calculated on the shift differential nor shall the shift differential be paid for absence from duty, such as vacations, general holidays, etc.

7. VACATIONS

Effective January 1, 1990, revise the Collective Agreement provisions as follows:

- (i) Collective Agreement 1.1 - Articles 77.8, 77.9 and 77.24

77.8 Subject to the provisions of Articles 77.9 and 77.14 hereof, an employee who, at the beginning of the calendar year, has maintained a continuous employment relationship for at least 26 years and who has rendered compensated service in 260 calendar months, calculated from date of entering service, shall have vacation scheduled on the basis of one calendar day's vacation for each 8 - 2/3 days worked and/or available for service, or major portion of such days, during the preceding calendar year, with a maximum of six weeks. Compensation for such vacation will be 12% of the gross wages of the employee during the preceding calendar year.

77.9 An employee covered by Article 77.8 hereof will be entitled to vacation on the basis outlined therein if on his/her twenty-seventh or subsequent service anniversary date he/she has rendered compensated service in 270 calendar months; otherwise, vacation entitlement will be calculated as set out in Article 77.6 hereof. Any vacation granted for which the employee does not subsequently qualify will be deducted from the employee's vacation entitlement in the next calendar year. If such employee's employment relationship with the Corporation is terminated for any reason prior to next vacation, the adjustment will be made at time of leaving.

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Add a new Article 77.24 reading:

77.24 An employee who is retiring may at his option elect to either take his vacation prior to the last day of the month in which he retires or work until the last day of said month and receive a lump sum payment equivalent to his remaining vacation. Such lump sum in lieu of pre-retirement vacation will not be included in earnings for the purposes of calculating pensionable earnings under the VIA Pension Plan.

(ii) Collective Agreement 1.2 - Articles 80.8, 80.9 and 80.25

80.8 Subject to the provisions of Articles 80.9 and 80.10 hereof, an employee who, at the beginning of the calendar year has maintained a continuous employment relationship for at least 26 years and who has rendered compensated service in 260 calendar months, calculated from the date of entering service, shall have his/her vacation scheduled on the basis of one calendar day's vacation for each 8-2.3 days worked and/or available for service, or major portion of such days, during the preceding calendar year, with a maximum of six weeks. Compensation for such vacation will be 12% of the gross wages of the employee during the preceding calendar year.

80.9 An employee covered by Article 80.8 hereof will be entitled to vacation on the basis outlined therein if on his/her twenty-seventh or subsequent service anniversary date he/she has rendered compensated service in 270 calendar months: otherwise, his/her vacation entitlement will be calculated as set out in Article 80.6 hereof. Any vacation granted for which the employee does not subsequently qualify will be deducted from the employee's vacation



entitlement in the next calendar year. If such employee's employment relationship with the Corporation is terminated for any reason prior to his/her next vacation, the adjustment will be made at time of leaving.

Add a new Article 80.25 reading:

80.25 An employee who is retiring may at his option elect to either take his vacation prior to the last day of the month in which he retires or work until the last day of said month and receive a lump sum payment equivalent to his remaining vacation. Such lump sum in lieu of pre-retirement vacation will not be included in earnings for the purpose of calculating pensionable earnings under the VIA Pension Plan.

8. GENERAL HOLIDAYS

Revise the Collective Agreement provisions as follows:

(i) Collective Agreement 1.1 - Article 76.1

- Delete Paragraph (b),

(ii) Collective Agreement 1.2 - Article 79.1

- Change the words "Dominion Day" to "Canada Day".
- Delete the first paragraph of the Note to Article 79.1.

9. LIFE INSURANCE

Effective the first of the month following ratification of this Memorandum of Settlement, revise the Collective Agreement provisions as follows:

(i) Collective Agreement 1.1 - Articles 79.4 and 79.5

Life Insurance - In Service

79.4 Employees in service will be entitled to life insurance as provided in the Benefit Plan. Effective -----' the amount of life insurance as shown therein will be \$22,000, which amount is subject to the conditions contained therein and which amount may be changed, from time to time, as a result of negotiations.

Life Insurance Upon Retirement

79.5 An employee who retires from the service of the Corporation subsequent to _____ will, provided he/she is 55 years of age or over and has not less than 10 years' cumulative compensated service, be entitled, upon retirement, to a \$4,500 life insurance policy, fully paid up by the Corporation.

(ii) Collective Agreement 1.2 - Article 84

ARTICLE 84

LIFE INSURANCE

Life Insurance - In Service

84.1 Employees in service will be entitled to life insurance as provided in the Benefit Plan. Effective _____, the amount of life insurance as shown therein will be \$22,000, which amount is subject to the conditions contained therein and which amount may be changed, from time to time, as a result of negotiations.

Life Insurance Upon Retirement

84.2 An employee who retires from the service of the Corporation subsequent to _____ will, provided he/she is 55 years of age or over and has not less than 10 years' cumulative compensated service, be entitled, upon retirement, to a \$4,500 life insurance policy, fully paid up by the Corporation. ✓

10. BEREAVEMENT LEAVE

Effective the first of the month following ratification of this Memorandum of Settlement, Article 80.1 of Collective Agreement 1.1, Article 78.1 of Collective Agreement 1.2 shall be revised to read:

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

NOTE 1:

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

NOTE 2:

An employee in road service who misses a tour of duty out of the away-from-home terminal solely and directly as a result of having been on bereavement leave, will be compensated under the provisions of this article notwithstanding that such tour of duty occurred outside the three calendar days specified therein.

11. WEEKLY INDEMNITY

(i) Effective the first of the month following ratification of this memorandum of settlement, the maximum Weekly Indemnity Benefit for 1989, for claims which originate on or after that date, will be \$390.00. ✓

A claimant in receipt of Unemployment Insurance Sickness Benefits will have such benefits supplemented to equal his Weekly Indemnity Benefit entitlement.

(ii) The maximum Weekly Indemnity Benefit for 1990 will be \$410.00. ✓

A claimant in receipt of Unemployment Insurance Sickness Benefits will have such benefits supplemented to equal his Weekly Indemnity Benefit Entitlement. ✓

(iii) The maximum Weekly Indemnity Benefit for 1991 will be \$425.00. ✓

A claimant in receipt of Unemployment Insurance Sickness Benefits will have such benefits supplemented to equal his Weekly Indemnity Benefit Entitlement. ✓

(iv) Supplemental payments pursuant to this Item 11 are subject to the approval of the Canada Employment and Immigration Commission.

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12. DENTAL PLAN

(i) Effective the first of the month following ratification of this Memorandum of Settlement, the covered expenses will be defined as the amounts in effect on the day of such treatment, as specified in the relevant Provincial Dental Association Fee Guides for the years 1989, 1990 and 1991.

(ii) Effective the first of the month following ratification of this Memorandum of Settlement, the annual maximum per person will be increased to \$1200.

13. EXTENDED HEALTH CARE PLAN

Effective the first of the month following ratification of this Memorandum of Settlement, the Vision Care maximum will be increased from \$100 to \$150.

14. REWRITING COLLECTIVE AGREEMENTS

The Corporation's proposal to rewrite the collective agreements to reflect a passenger operation is resolved on the basis of the letter attached hereto as Appendix "B".

15. SYSTEM OF PAY

A) Miles Chart System of Pay

The Corporation's proposal to reduce the number of time returns submitted is resolved on the basis of the letter attached hereto as Appendix "C".

B) Weight on Drivers

The existing system of weight on drivers will be replaced with two rates of pay covering:

- a) Railiners (Budd Cars)
(The present minimum.)

- b) Other locomotives
(The present 500,000 - 550,000 class.)

Note: Collective Agreement 1.2 will contain two sets of rates, one for east of Edmonton and the other for west of Edmonton.

16. REPORTING AFTER ABSENCE

Revise the Collective Agreement provisions by deleting the Note to Article 54.2 in Collective Agreement 1.1 and the Note to Article 77.7 in Collective Agreement 1.2

17. ATTENDING N.T.A. HEARINGS

Revise the Collective Agreement provisions as follows:

(i) Collective Agreement 1.1 - Article 70

Add a note following Article 70.9 reading:

NOTE: The provisions of Articles 70.4 to 70.9 inclusive will also apply to employees who are required by the Corporation or by the National Transportation Agency to attend N.T.A. hearings.

(ii) Collective Agreement 1.2 - Article 71

Add a note to Article 71 reading:

NOTE: The provisions of this Article 71 will also apply to employees who are required by the Corporation or by the National Transportation Agency to attend N.T.A. hearings.

18. PERIODIC RULES EXAMINATIONS

Effective July 1, 1990, Article 69.6 of Collective Agreement 1.1 and Article 74.2 of Collective Agreement 1.2 will be revised to read:

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

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

19. DEADHEADING ON FREIGHT TRAINS

During the rewriting of the collective agreements (see Item 14), a rate of pay will be included for deadheading on freight trains. Such rate of pay shall be the equivalent of the through freight rate of pay.

20. SECOND EMPLOYEE IN LOCOMOTIVE

The Corporation's proposal concerning the second employee in a locomotive on a conventional passenger train is resolved on the basis of Appendix "D" attached hereto.

21. DISCIPLINARY INVESTIGATIONS

Revise the Collective Agreement provisions as follows:

(i) Collective Agreement 1.1

- Amend Article 71.4 to read:

71.4 A hearing shall be held and the locomotive engineer advised in writing of the decision within twenty-eight calendar days from the date of the locomotive engineer's statement, unless as otherwise mutually agreed. No discipline will apply if discipline is not assessed within 28 days from the date the locomotive engineer's statement is completed; however, when a Corporation officer requests an extension in time limits, such extension shall not be unreasonably withheld. In addition, should locomotive engineers be absent from service on the last day for the Corporation to render a decision, such as due to vacation, illness, etc., the time limits will be automatically extended by seven days beyond the date locomotive engineers return to service.

- Amend Article 71.10 to read:

71.10 An appeal against discipline assessed may be made in accordance with the grievance procedure. Should discipline after appeal be found to be unjust, resulting in cancellation of such discipline, a locomotive engineer losing time shall be paid for time lost as follows, less any amount earned in other employment:

- (a) For a locomotive engineer assigned to a regular position in yard service at the time discipline was assessed, five days straight time pay, including shift differential when applicable, for each week of seven calendar days, portions of weeks to be paid on a proportional basis.

- (b) For a locomotive engineer in road service, including on the spare board, $1/52$ of his or her total earnings during the 26 full pay periods immediately preceding the time discipline was assessed for each week of seven calendar days, portions of weeks to be paid on a proportional basis.

NOTE: When computing compensation in accordance with Paragraph (b), any pay period during which a locomotive engineer was absent for seven consecutive days or more because of bona fide injury, sickness in respect of which he or she is in receipt of weekly indemnity benefits or authorized leave of absence, together with his or her earnings in that pay period, shall be subtracted from the 26 pay periods and total earnings. In such circumstances, compensation shall be calculated on a pro-rated basis by dividing the remaining earnings by the remaining number of pay periods.

- Amend Item 1(c) of Appendix "A" to Addendum No. 49 to read:

(c) In cases where the assessment of discipline is warranted, the employee will be advised in writing within 20 calendar days from the date the incident is reviewed with the employee except as otherwise mutually agreed. NO discipline will apply if discipline is not assessed within 20 calendar days

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

- Amend Item 2(e) of Appendix "A" of Addendum No. 49 to read:

(e) If corrective disciplinary action is to be taken, the employee will be so notified in writing of the Corporation's decision within 20 calendar days from the completion of the employee's statement unless as otherwise mutually agreed. Such notification will be given at the same time or after the employee has been personally interviewed by the appropriate Corporation officer(s) unless the employee is otherwise unavailable. No discipline will apply if discipline is not assessed within 20 calendar days from the completion of the employee's statement, however, when a Corporation officer requests an extension in time limits, such extension shall not be unreasonably withheld.

In addition, should employees be absent from service on the last day for the Corporation to render a decision, such as due to vacation, illness, etc., the time limits will be automatically extended by seven calendar days beyond the date the employee returns to service.

- Amend Item 2(j) of Appendix "A" to Addendum No. 40 to read :

(j) An appeal against discipline may be made in accordance with the grievance procedure. Should discipline after appeal be found to be unjust, resulting in cancellation of such discipline, a locomotive engineer losing time will be paid for time lost as follows, less any amount earned in other employment:

(i) For an employee to a regular position in yard service at the time discipline was assessed, five days straight time pay, including shift differential when applicable, for each week of seven calendar days, portions of weeks to be paid on a proportional basis.

(ii) For an employee in road service, including on the spare board, 1/52 of his or her total earnings during the 26 full pay periods immediately preceding the time discipline was assessed for each week of seven calendar days, portions of weeks to be paid on a proportional basis.

NOTE: When computing compensation in accordance with Item (ii) above, any pay period during which an employee was absent for seven consecutive days or more because of bona fide injury, sickness in respect of which he or she is in receipt of weekly indemnity benefits or authorized leave of absence, together with his or her earnings in that pay period, shall be subtracted from the 26 pay periods and total earnings. In such circumstances, compensation shall be calculated on a pro-rated basis by dividing the remaining earnings by the remaining number of pay periods.

(ii) Collective Agreement 1.2

- Amend Article 86.1 to read:

86.1 A locomotive engineer will not be disciplined or dismissed without having had a fair and impartial hearing and his/her responsibility established and shall be advised in writing of the decision within 28 calendar days from the date of the locomotive engineer's statement unless as otherwise mutually agreed. No discipline will apply if discipline is not assessed within 28 days from the date the locomotive engineer's statement is completed; however, when a Corporation officer requests an extension in time limits, such extension shall not be unreasonably withheld. In addition, should locomotive engineers be absent from service on the last day for the Corporation to render a decision, such as due to vacation, illness, etc., the time limits will be automatically extended by seven days beyond the date the locomotive engineer returns to service.

- Amend Article 86.8 to read:

86.8 An appeal against discipline assessed may be made in accordance with the grievance procedure. Should discipline after appeal be found to be unjust, resulting in cancellation of such discipline, a locomotive engineer losing time shall be paid for time lost as follows, less any amount earned in other employment:

- (a) For a locomotive engineer assigned to a regular position in yard service at the time discipline was assessed, five days straight time pay, including shift differential when applicable, for each week of seven calendar days, portions of weeks to be paid on a proportional basis.
- (b) For a locomotive engineer in road service, including the spare board, 1/52 of his or her total earnings during the 26 full pay periods immediately preceding the time discipline was assessed for each week of seven calendar days, portions of weeks to be paid on a proportional basis.

NOTE: When computing compensation in accordance with Paragraph (b) above, any pay period during which an employee was absent for seven consecutive days or more because of bona fide injury, sickness in respect of which he or she is in receipt of weekly indemnity benefits or authorized leave of absence, together with his or her earnings in that pay period, shall be subtracted from the 26 pay periods and total earnings. In such circumstances, compensation shall be calculated on a pro-rated basis by dividing the remaining earnings by the remaining number of pay periods.

- Amend Item I(c) of Addendum No. 44 to read:

(c) In cases where the assessment of discipline is warranted, the employee will be advised in writing within 20 calendar days from the date the incident is reviewed with the employee except as otherwise mutually agreed. No discipline will apply if discipline is not assessed within 20 calendar days from the date the incident is reviewed with the employee, however, when a Corporation officer requests an extension in time limits, such extension shall not be unreasonably withheld.

In addition, should employees be absent from service on the last day for the Corporation to render a decision, such as due to vacation, illness, etc., the time limits will be automatically extended by seven calendar days beyond the date the employee returns to service.

- Amend Item II(e) of Addendum No. 44 to read:

(e) If corrective disciplinary action is to be taken, the employee will be so notified in writing of the Corporation's decision within 20 calendar days from the completion of the employee's statement unless as otherwise mutually agreed. Such notification will be given at the same time or after the employee has been personally interviewed by the appropriate Corporation Officer(s) unless the employee is otherwise unavailable. No discipline will apply if discipline is not assessed within 20 calendar days from the completion of the employee's statement, however, when a Corporation officer requests an extension in time limits, such extension shall not be unreasonably withheld. In addition, should employees be absent from service on the last day for the Corporation to render a decision, such as due to vacation, illness, etc., the time limits will be automatically extended by seven calendar days beyond the date the employee returns to service.

- Amend Item II(j) of Addendum No. 44 to read:

(j) An appeal against discipline assessed may be made in accordance with the grievance procedure. Should discipline after appeal be found to be unjust, resulting in cancellation of such discipline, a locomotive engineer losing time will be paid for time lost as follows, less any amount earned in other employment:

(i) For an employee assigned to a regular position in yard service at the time discipline was assessed, five days straight time pay, including shift differential when applicable, for each week of seven calendar days, portions of weeks to be paid on a proportional basis;

(ii) For an employee in road service, including on the spare board, $1/52$ of his or her total earnings during the 26 full pay periods immediately preceding the time discipline was assessed for each week of seven calendar days, portions of weeks to be paid on a proportional basis.

NOTE: When computing compensation in accordance with Item (ii) above, any pay period during which an employee was absent for seven consecutive days or more because of bona fide injury, sickness in respect of which he or she is in receipt of weekly indemnity benefits or authorized leave of absence, together with his or her earnings in that pay period, shall be subtracted from the 26 pay periods and total earnings. In such circumstances, compensation shall be calculated on a pro-rated basis by dividing the remaining earnings by the remaining number of pay periods.

22. ADVERSE EFFECTS OF CHANGES IN WORKING CONDITIONS

Effective the first of the month following ratification of this Memorandum of Settlement, revise the Collective Agreement provisions as follows:

(i) Collective Agreement 1.1 - Article 78.8

(d) An allowance of up to \$625 (effective January 1, 1990: \$650) for incidental expenses actually incurred as a result of relocation. ✓

(e) Reasonable transportation expenses from his/her former location to the new location, by rail, or if authorized, by bus or employee-owned automobile, and up to \$165 for an employee without dependents, and an additional amount of \$65 will be paid for each dependent for meals and temporary living accommodation. Receipt will be required for rail or bus transportation, In the application of this Paragraph (e) of Article 78.8, a spouse will be considered as a dependent, ✓

(i) Payment of the cost of moving a wheeled mobile home which the employee occupies as a year-round residence. The selection of the mover and the cost of moving the mobile home shall require the prior approval of the Corporation and shall not, in any event, exceed a total cost of \$5000. Receipts shall be required. ✓

(j) If an employee who is eligible for moving expenses does not wish to move his/her household to the new location, such employee may opt for a monthly allowance of \$140~~0~~ (\$145 effective January 1, 1991), which will be payable, so long as he/she remains at new location, for a maximum of 12 months from date of transfer to the new location. An employee claiming under this Paragraph (j) may elect within such 12-month period to move his/her household effects, in which case the amount paid out under this Paragraph (j) shall not be deducted from the relocation expenses allowable.

(ii) Collective Agreement 1.2 - .Article 89.2

(d) An allowance of up to \$625 (effective January 1, 1990: \$650) for Incidental expenses actually incurred as a result of relocation.

(e) Reasonable transportation expenses from his/her former location to his/her new location, by rail, or, if authorized, by bus or employee-owned automobile, and up to \$165 for an employee without dependents, and an additional amount of \$65 will be paid for each dependent for meals and temporary living accommodation.

In the application of this Paragraph (e), a spouse will be considered as a dependent.

(i) Payment of the cost of moving a wheeled mobile home which the employee occupies as a year-round residence. The selection of the mover and the cost of moving the mobile home shall require the prior approval of the Corporation and shall not, in any event, exceed a total cost of \$5,000. Receipts shall be required. ✓

(j) If an employee who is eligible for moving expenses does not wish to move his/her household to his/her new location, he/she may opt for a monthly allowance of \$140 (\$145 effective January 1, 1991), which will be payable, so long as he/she remains at his/her new location, for a maximum of 12 months from date of transfer to his/her new location. An employee claiming under this Paragraph (j) may elect within such 12-month period to move his/her household effects, in which case the amount paid out under this Paragraph (j) shall not be deducted from the relocation expenses allowable. ✓

23. SHORT PAY

Effective the first of the month following ratification of this Memorandum of Settlement, revise the Collective Agreement provisions as follows:

- Collective Agreement 1.1

- Add a new Article 72.4 reading:

72.4(a) A locomotive engineer will be considered short paid when not in receipt of wages to which entitled on the designated pay day for the pay period in which the claim for such wages was submitted.

(b) A locomotive engineer who has been short paid may request of the designated officer by telephone the issuance of a voucher to cover such shortage provided that the amount short paid is equivalent to or more than a basic day. Such voucher will be issued within three working days (i.e., excluding week-ends and General Holidays) of the locomotive engineer's request.

(c) Vouchers will not be issued in respect to:

(i) maintenance of earnings claims; and

(ii) claims arising out of an alleged violation of the Collective Agreement involving disputed wages.

(ii) Collective Agreement 1.2

- Add a new Article 69.6 reading:

69.6(a) An employee will be considered short paid when not in receipt of wages to which entitled on the designated pay day for the pay period in which the claim for such wages was submitted.

(b) An employee who has been short paid may request of the designated officer, by telephone, the issuance of a voucher to cover such shortage provided that:

(i) the amount short paid is equivalent to or more than a basic day; and

(ii) the time return involved was submitted promptly in accordance with the provisions of this Article.

(c) Such vouchers will be issued within three working days (i.e., excluding week-ends and general holidays) of the employee's request.

(d) Vouchers will not be issued in respect to:

(i) maintenance of earnings claims;
and

(ii) claims arising out of an alleged violation of the Collective Agreement involving disputed wages.

24. HELD-AWAY-FROM-HOME TERMINAL

Effective on the date of signing the Memorandum of Agreement renewing the Collective Agreements, revise Article 25 of Collective Agreement 1.1 and Article 30 of Collective Agreement 1.2 to read:

(a) Employees who are held at other than their home terminal longer than 14 hours, without being called for duty, will be paid 1/8th of the daily rate per hour (at the rate applicable to the service last performed) for all time held in excess of 14 hours.

The time held under this Article _____ will be computed from the time the employees go off duty until the time required to report for duty prior to the departure of the train on which they resume duty.

(b) Alternatively to paragraph (a) above, employees in assigned passenger service who are held at other than their home terminal and are off duty and available for service, will be paid 1/8th of the daily rate per hour (at the rate applicable to the service last performed) for all time so held beyond a period of 5 hours after the advertised departure time of the train they are assigned to operate.

(c) This Article ____ shall not apply in cases of wrecks, snow blockades or washouts (between the location at which held and the home terminal) on the territory to which such employees are assigned.

(d) In order to avoid excessive held-away-from-home terminal time, the Corporation may deadhead the locomotive engineers to the home terminal of their assignment and use other locomotive engineers to operate the assigned train.

(e) Payments occurring under this Article ____ shall be paid separate and apart from pay for subsequent service or deadheading. Time so claimed to be submitted on a separate time claim.

(This will replace all existing arrangements for held-away-from-home terminal payments.)

25. SUBMISSION OF TIME RETURNS

Article 69.1 of Collective Agreement 1.2 to be revised to read:

69.1 When the Corporation so requires, the in-charge locomotive engineer will complete and submit a time return for himself or herself, fireman/helper or second locomotive engineer, as the case maybe, upon the completion of each shift, tour of duty or round trip.

26. CALLING

The first sentence of Article 65.1 of Collective Agreement 1.2 to be revised to read:

65.1 Locomotive engineers will be called as far as practicable 2 hours in advance of the time required to report for duty, except in cases of emergency.

27. NO APPLICATIONS FOR YARD ASSIGNMENT

Article 49.17 of Collective Agreement 1.1 will be revised to read:

49.17 In the event that no applications are received for a yard assignment, the senior qualified locomotive engineer not working as such at the home station will be assigned, there being none, the junior locomotive engineer on the spare board will be assigned. The assignment of an employee under this Article 49.17 will take place on the first day of the work week of the position.

28. STEAM GENERATOR UNITS

Revise the Collective Agreement provisions as follows:

(i) Collective Agreement 1.1 - Article 1.13

1.13 Locomotive engineers in road service will be in charge of and responsible for steam generator units and electric generator units coupled in the locomotive consist and will be paid an allowance, as follows, per ticket for each such unit coupled in the consist at any one time during any portion of the trip:

- Effective the first pay period in the month following the signing of a Memorandum of Agreement renewing the Collective Agreement: **70 cents**
- Effective January 1, 1990: **85 cents**
- Effective January 1, 1991: **\$1.00**

(ii) Collective Agreement 1.2 - Article 1.10

1.10 Locomotive engineers in road service will be in charge of and responsible for steam generator units and electric generator units coupled in the locomotive consist and will be paid an allowance, as follows, per ticket for each unit coupled in the consist at any one time during any portion of the trip:

- Effective the first pay period in the month following the signing of a Memorandum of Agreement renewing the Collective Agreement: **70 cents**
- Effective January 1, 1990: **85 cents**
- Effective January 1, 1991: **\$1.00**

29. REST

Delete Article 28.4 and the Note thereto in Collective Agreement 1.2.

30. TRAVEL ALLOWANCE

Effective the first of the month following ratification of this Memorandum of Settlement, revise Article 64.2 of Collective Agreement No. 1.1 to read:

64.2

<u>Terminal</u>	<u>Points Between Which Travelled</u>	<u>Travel Allowance</u>
Edmundston	Edmundston Bus Station - Yard Office	20 minutes
Quebec	Charny - Ste. Foy (Rail or Bus Station)	15 minutes
	Charny - Levis	45 minutes
	Charny - Quebec Central Bus Terminal	45 minutes
	Charny - Gare du Palais	45 minutes
	Ste-Foy - Levis	60 minutes
Montreal	Central Station - Montreal Maintenance Centre	45 minutes
Sarnia	Sarnia Passenger Station - Port Huron Passenger Station	45 minutes

31. ROAD SERVICE GUARANTEE

Effective the first of the month following ratification of this Memorandum of Settlement, the following Note will be added to Article 2.3 of Collective Agreement 1.2, and Article 2.5 will be deleted:

NOTE: In applying this Article 2.3 to locomotive engineers on passenger assignments between Jasper and Prince Rupert, the guarantee will be the equivalent of 3300 miles per month.

32. GRIEVANCE PROCEDURE

Effective the first of the month following ratification of this Memorandum of Settlement, revise the Collective Agreement provisions as follows:

(i) Collective Agreement 1.1

Sub-paragraph (1) of Article 73.1(c) to read:

(1) Be examined in a meeting the Director, Labour Relations or delegate, and the General Chairman or delegate, within 60 calendar days of the date of the appeal. The Director, Labour Relations, shall render a decision in writing within 30 calendar days of the date on which the meeting took place: or

(ii) Collective Agreement 1.2

Sub-paragraph (i) of Article 91.1(c) to read:

(i) Be examined in a meeting the Director, Labour Relations or delegate, and the General Chairman or delegate, within 60 calendar days of the date of the appeal. The Director, Labour Relations, shall render a decision in writing within 30 calendar days of the date on which the meeting took place; or

33. GENERAL

- a) The foregoing changes are in full settlement of all requests served by and upon the Corporation and the Brotherhood of Locomotive Engineers on or subsequent to October 1, 1988.
- b) The Corporation and the Union will enter into a Memorandum of Agreement in conformity with the foregoing.
- c) Employees who are in the service on the date of signing of this Memorandum of Settlement shall be entitled to any amount of compensation that may be due them for time worked subsequent to December 31, 1988. This to include employees who have retired on pension or who have returned to Canadian National since December 31, 1988.

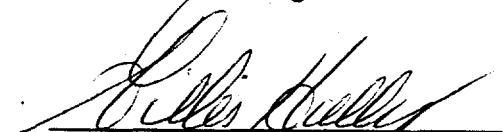
- d) This Memorandum of Settlement is subject to ratification by the Brotherhood of Locomotive Engineers.

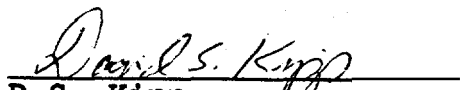
- e) This Memorandum of Settlement was reached with the assistance and signed in the presence of M. McDermott and J. Wynter of Labour Canada.

Signed at Montreal, Quebec this 1st day of March 1990.


FOR THE BROTHERHOOD:


J.D. Pickle
General Manager *Chairman*


G. Hallé
General Chairman



D.S. Kipp
General Chairman

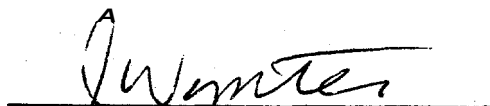
Approved:


S.A. Warner
Vice-president and
Canadian Director

FOR THE CORPORATION:


P.V. Thivierge
Acting Director,
Labour Relations


M. McDermott
Senior Assistant Deputy
Minister


J. Wynter
Conciliation Officer

APPENDICES TO B.L.E. SETTLEMENT

A - PENSIONS

B - REWRITING COLLECTIVE AGREEMENTS

C - SYSTEM OF PAY

D - SECOND EMPLOYEE IN LOCOMOTIVE



VIA Rail Canada Inc

PO Box 8116, Station A
Montreal, Quebec
H3C 3N3

CP 8116, Station A
Montreal (Quebec)
H3C 3N3

Human Resources and
Administration

Ressources humaines et
Administration

APPENDIX "A"

March 1, 1990

Mr. G. Hallé
General Chairman,
Brotherhood of Locomotive
Engineers
25 Place Marché Champlain
Suite 204
Quebec, Quebec
G1K 4H2

Mr. D.S. Kipp
General Chairman,
Brotherhood of Locomotive
Engineers
622 Tranquille road
Suite 2
Kamloops, B.C.
V2B 3H6

Mr. J.D. Pickle
General Chairman,
Brotherhood of Locomotive
Engineers
559 Exmouth Street
Unit #6
Sarnia, Ontario
N7T 5P6

Gentlemen:

The Memorandum of Settlement signed on March 1, 1990, between the Brotherhood of Locomotive Engineers and VIA Rail Canada Inc. contains a clause covering the indexation of pensions. The clause includes a list of examples of the adjustments which will be made to the pensions of current pensioners under the indexation formula. You indicated that it would be useful to illustrate how the "Pension Adjustment Factor" was derived, and how it would apply.

Let us take the case of an individual who retired at the end of February, 1979. Given the three-year waiting period following retirement, and given that the indexation adjustment is made only once per year (on April 1), the individual in this case would become entitled to consideration as of April 1, 1982. The Consumer Price Index for 1981 was 12.5% higher than 1980. According to our formula, this would permit indexation of 3%. A similar calculation would be made for every year thereafter, The results are set out below.

<u>YEAR</u>	<u>AVG. CPI</u>	<u>INDEXATION FACTOR</u>	<u>LEVEL AFTER INDEXATION</u>
1981	12.5%	3.0%	103.0
1982	10.8%	3.0%	106.1
1983	5.8%	2.8%	109.1
1984	4.4%	1.4%	110.6
1985	4.0%	1.0%	111.7
1986	4.1%	1.1%	112.9
1987	4.4%	1.4%	114.5
1988	4.1%	1.1%	115.8

Taking the pension under the present pension rules to be 100%, the effect of the 1981 CPI would raise it to 103%. The effect of the 1982 CPI would raise it another 3%, but it would be 3% of 103%, raising it to 106.1%. Thus, in subsequent years, the effect of indexation would be compounded on the first indexation increase.

The indexation factor, when applied to reflect CPI increases for the years 1981 to 1988, would produce a pension equal to 115.8%, or 15.8% more than its value under the present pension rules.

You also indicated that it would be useful to illustrate how the pension indexation formula would apply to future retirees.

Let us take the case of an individual who retires on January 31, 1989. The April 1 following three years of retirement would be April 1, 1992. Let us further suppose that the CPI increase for 1991 will be 4.5%. Under the pension indexation formula, a CPI increase of 4.5% would produce a pension indexation increase of 1.5%. Therefore, effective April 1, 1992, this individual's pension would be increased 1.5%. Suppose further that the CPI increase for 1992 will be 5%. This would produce a pension indexation increase of 2.0%. Therefore, effective April 1, 1993, this individual's pension would be increased by a further 2.0%, and so on in future years whenever the CPI exceeded 3%.

I trust the above examples will help to clarify the operation of our pension indexation formula.

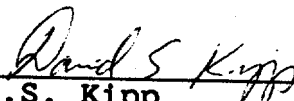
Yours truly,

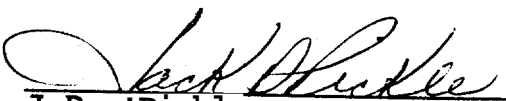


A.J. Thivierge
Acting Director,
Labour Relations

I concur:



G. Hallé
General Chairman

D.S. Kipp
General-Chairman

J.D. Pickle
General Chairman

cc S.A. Warner
Vice-President and
Canadian Director



PO Box 8116, Station A
Montreal, Quebec
H3C 3N3

C.P. 8116, Succursale A
Montreal (Quebec)
H3C 3N3

Human Resources and
Administration

Ressources humaines et
Administration

APPENDIX "B"

March 1, 1990

Mr. G. Hallé
General Chairman,
Brotherhood of Locomotive
Engineers
25 Place Marché Champlain
Suite 204
Quebec, Quebec
G1K 4H2

Mr. D.S. Kipp
General Chairman,
Brotherhood of Locomotive
Engineers
622 Tranquille road
Suite 2
Kamloops, B.C.
V2B 3H6

Mr. J.D. Pickle
General Chairman,
Brotherhood of Locomotive
Engineers
559 Exmouth Street
Unit #6
Sarnia, Ontario
N7T 5P6

Gentlemen:

In the current round of negotiations, the Corporation presented a proposal to the Union concerning the re-writing of Collective Agreements 1.1 and 1.2 to reflect a passenger operation.

It was agreed that the parties will establish committees, consisting of one representative from each of the Eastern Lines Committees, and two representatives from the Western Lines Committee for the Brotherhood, and two representatives of the Corporation. The contents of the re-written collective agreements will also include the changes negotiated during the Collective Agreement renewal process.

The committees established pursuant to the preceding paragraph will meet within 30 days after the signing of Memoranda of Agreement covering the renewal of the collective agreements. Prior to this first meeting, the committees will have studied the proposed re-written collective agreements already supplied to you by the Corporation.

As the Corporation confirmed during the negotiations, members of the Brotherhood's committees will be reimbursed by the Corporation for any reasonable expenses and loss of wages incurred for attending the re-write meetings.

It was further agreed that those items which cannot be resolved by the committees, will be referred to the General Chairman concerned and the Director, Labour Relations or their respective delegates.


Finally, it was agreed that after the parties have completed re-writing Collective Agreements 1.1 and 1.2, the parties will again meet during the closed period of these collective agreements with the objective of establishing one system-wide collective agreement. Another objective in achieving a system wide Agreement will be to maintain the autonomy and signing authority now held by each General Chairman; The first such meeting will take place no later than six months after the signing of Memoranda of Agreement covering the renewal of the collective agreements.

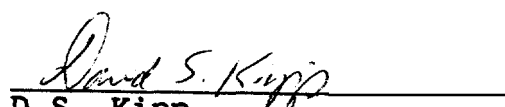
Yours truly,

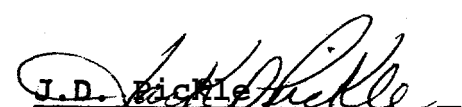


P.J. Thivierge
Acting Director,
Labour Relations

I concur:



G. Hallé
General Chairman

D.S. Kipp
General Chairman

J.D. Pickle
General Chairman

cc: S.A. Warner
Vice-president and
Canadian Director



PO Box 8116 Station A
Montreal, Quebec
H3C 3N3

CP 8116 Station A
Montreal, Quebec
H3C 3N3

Human Resources and
Administration

Ressources humaines et
Administration

APPENDIX "C"

March 1, 1990

Mr. G. Hall
General Chairman,
Brotherhood of Locomotive
Engineers
25 Place Marché Champlain
Suite 204
Quebec, Quebec
G1K 4H2

Mr. D.S. Kipp
General Chairman,
Brotherhood of Locomotive
Engineers
622 Tranquille road
Suite 2
Kamloops, B.C.
V2B 3H6

Mr. J.D. Pickle
General Chairman,
Brotherhood of Locomotive
Engineers
559 Exmouth Street
Unit.#6
Sarnia, Ontario
N7T 5P6

Gentlemen:

One of the Corporation's proposals during the current round of negotiations was to implement a system that would reduce the number of time returns being submitted, This proposal is resolved as follows:

1. Within 60 days after the signing of Memoranda of Agreement covering the renewal of the Collective Agreements, the Corporation will put into place as a trial project, a "Miles Chart System of Pay".
2. The "Miles Chart System of Pay" will first be put into effect for employees operating the corridors between Toronto-Montreal, Quebec-Montreal and Smithers - Prince Rupert. The bases for this System will be:

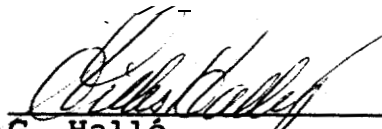
- a) employees will be paid a set amount of pay miles per trip, as determined by the Corporation representative and the General Chairman concerned;
 - b) time returns will only be submitted on an exception basis, i.e., when the pay miles for a trip exceed the set amounts or when the regularly laid out trip is not completed;
3. (2) ~~1A~~ After the "Miles Chart System of Pay" set up under Item above has been in effect for 60 days, the parties will review the results. Such review will be to rectify any problems and to consider extending the System to other corridors, However, the System will not be extended to other corridors without the consent of the General Chairman concerned.

Yours truly,

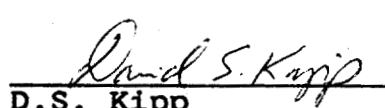


P.J. Thivierge
Acting Director
Labour Relations

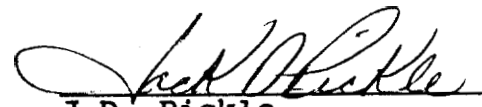
I concur:



G. Hallé
General Chairman



D.S. Kipp
General Chairman



J.D. Pickle
General Chairman

cc: S.A. Warner
Vice-president and
Canadian Director



VIA Rail Canada Inc.

P.O. Box 8116, Station A
Montreal, Quebec
H3C 3N3

C.P. 8116, Succursale A
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H3C 3N3

Human Resources and
Administration

Ressources humaines et
Administration

517

871-6000

APPENDIX "D"

March 1, 1990

Mr. G. Hall
General Chairman,
Brotherhood of Locomotive
Engineers
25 Place Marché Champlain
Suite 204
Quebec, Quebec
G1K 4H2

Mr. D.S. Kipp
General Chairman,
Brotherhood of Locomotive
Engineers
622 Tranquille road
Suite 2
Kamloops, B.C.
V2B 3H6

Mr. J.D. Pickle
General Chairman,
Brotherhood of Locomotive
Engineers
559 Exmouth Street
Unit #6
Sarnia, Ontario
N7T 5P6

Gentlemen:

One of the Corporation's proposals during the current round of negotiations was to delete all provisions in the Collective Agreements that entitle locomotive engineers to have preference in filling positions of second employee in a locomotive on a conventional passenger train,

The parties have agreed that this proposal is settled on the basis of the following:

1. Subsequent to the signing of Memoranda of Agreement covering the renewal of the collective agreements, the Corporation shall make an approach to Transport Canada with respect to any necessary authorizations for its proposal to operate conventional passenger trains with one employee in the cab. The Brotherhood will be provided with a copy of the Corporation's detailed proposal at the same time.

2. Concurrently with the approach to Transport Canada, the Corporation will advise the Brotherhood of its desire to meet and negotiate measures to minimize the adverse effects on locomotive engineers of operating conventional passenger trains with only one employee in the locomotive. The first meeting for these negotiations will take place within 30 days of the Corporation's advice to the Brotherhood.
3. Should the parties be unable to reach agreement, then within 60 days after Transport Canada has made a determination of the Corporation's proposal, either party may request the Minister of Labour to appoint a person to act as a single arbitrator. Such appointment shall be made within 30 days of the request.
4. The parties shall prepare a statement of the issue or issues remaining in dispute to be submitted to the arbitrator. The arbitrator shall hear the dispute within 30 days from the date of appointment and shall render the decision together with the reasons therefor in writing within 30 days of the completion of the hearing. The award of the Arbitrator shall be final and binding.
5. In the event that the parties cannot agree on a joint statement of the issue or issues remaining in dispute, either party desiring arbitration may submit a separate statement and proceed to a hearing, and the other party will so be informed.
6. At the hearing before the arbitrator argument may be presented orally and/or in writing, and each party may call such witnesses as it deems necessary. However, at such hearing neither party shall refer to proposals put forth during the negotiations which led to this Appendix "D". Should one of the parties elect to be represented by counsel at the hearing, the other party will be so advised no later than 15 days before the hearing.
7. The decision of the arbitrator shall be confined to the issue or issues placed before him or her and shall also be limited to measures of minimizing the significantly adverse effects of the proposed change upon the Corporation's employees who are affected thereby.
8. Each party shall respectively bear any expenses incurred in the presentation of their respective case to the Arbitrator appointed by the Minister of Labour pursuant to Item 3 hereof, but any general or common expenses, including the remuneration and expense of the Arbitrator, shall be divided equally.

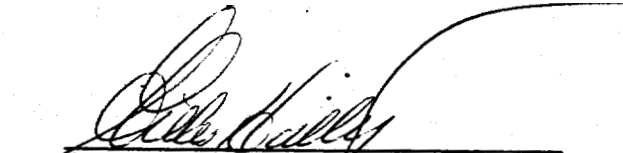
Please indicate your concurrence to the above by signing in the space provided below.

Yours truly,




R.J. Thivierge
Acting Director,
Labour Relations

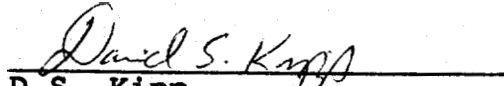
I concur:



G. Hallé
General Chairman



J.D. Pickle
General Chairman



D.S. Kipp
General Chairman

cc: S.A. Warner
Vice-president and
Canadian Director

WAGE CARD FOR AGREEMENT NO 0887501

JURISDICTION:

FED	AGREEM. EFFEC DATE: 890101	SETTLEMENT DATE: 900327
PRNV	AGREEM. EXP. DATE: 911231	WAGE EFFECTIVE DATE: 890101
PSSRA	NO. OF EMPLOYEES: 500	WAGE REOPENER DATE:

STAGE OF SETTLEMENT: 8
DUR. OF NEGOTIATION: 02

SIC: 503
 COMPANY: Via Rail Canada Inc.
 UNION: International Brotherhood of Locomotive Engineers

LOCATION: System-Wide, Multiple

COLA: NONE X DELETED EXISTS INACTIVE
 COMMENTS:

OCCUP.: *Yard & Transfer Service*
Locomotive Engineer.
 HOURS: ~~Yard Transfer~~
 PREV.:

DATE	RATE	%	DATE	RATE	%	DATE	RATE	%
890101	17.737	3.00	890707	18.092	2.00	900105	18.454	2.00
900622	18.823	2.00	910104	19.670	4.50		0.000	0.00

WAGE INCREASES:

> 890101 - 3% 890707 - 2% 900105 2% 900622 - 2% 910104 - 4.5%

LUMP SUM PAMNTS: >
 CHNGS. IN INCR.: >
 SPEC. ADJ.: >
 OTHER: >
 >
 >

*** PREVIOUS COLA INFORMATION ***

CARRY-OVER FLOAT =	FOLD-INS OF CARRY-OVER FLOAT: (Y or N)
DATE AMOUNT DATE AMOUNT DATE AMOUNT DATE AMOUNT	

*** CURRENT COLA INFORMATION ***

CPI TYPE: > < # OF CALC.: COMP. FB.:
 COLA TYPE: >
 TRIGGER: >
 CAP: >
 COMP. PER.: >
 FOLD-IN DTS: >
 OTHER: >
 >
 >

Via Rail Canada Inc. **system-wide** and International Brotherhood of Locomotive Engineers (**Ind.**) (500 Yard and Transfer Service locomotive engineers): A **36-month** first-time agreement* effective from January 1, 1989, to December 31, 1991, settled in March at the bargaining stage. Duration of negotiations - **2** months.

* Previously covered under Canadian National agreements 1.1 and 1.2.

Wages:	Effective	Jan. 1/89	July 7/89	Jan. 5/90
	General Increases	3%	2%	2%
	Daily Rates			
	Locomotive Engineer	\$141.88 (\$137.75)	\$144.72	\$147.61
	Effective	June 22/90	Jan. 4/91	
	General Increases	2%	4.5%	
	Daily Rates			
	Locomotive Engineer	\$150.56	\$157.34	

Hours of Work: 40 per week (unchanged).

Shift Premium: 0-40¢-45¢ (0-35¢-40¢).

Paid Holidays: 11 (unchanged).

Paid Vacation: Effective January 1, 1990, 6 weeks after 27 (29) years. Also, 2 weeks after 1 year, 3 after 4, 4 after 11, and 5 after 20 (unchanged).

Health and Welfare: Life Insurance- ~~\$22 000~~ (\$20 000).

Life Insurance Upon Retirement- For retiring employee age 55 or over with 10 or more years of service, \$4 500 (\$4 000).

Dental Plan - Based on the 1989 (1988) Provincial Dental Association fee schedule; January 1, 1990, 1990 fee schedule; January 1, 1991, 1991 fee schedule. Effective April 1, 1990, maximum coverage of \$1 200 (\$1 000) per year.

Vision Care - Effective April 1, 1990, \$150 (\$100) per year

Weekly Indemnity - If during the years 1989, 1990 and 1991 the maximum Unemployment Insurance Sickness benefit is increased, the maximum Weekly Indemnity benefit will be increased to \$390 in 1989, \$410 in 1990, and \$425 in 1991.

Pension Plan: Indexation - ~~For~~ employees retiring on or subsequent to April 30, 1986, on the basis of annual average percentage increase in the CPI (1981= 100) minus 3 per cent to a maximum of 3 per cent per year.

In the event that agreement of all union **groups** in this pension indexation is not available by the conclusion of current contract negotiations with the other Via union groups, this clause shall be regarded as deleted, and the wages effective January 5, 1990, and June 22, 1990, **shall be** amended to provide **2.5** per cent.

Allowances: Moving and Relocation **Incidental** Expenses - **\$625** (\$600); January 1, 1990, **\$650**.

Temporary Living Accommodations - Effective April 1, 1990, **\$165** (\$150) and **\$65** (**\$60**) for each dependant.

Moving Mobile Home - Effective April 1, 1990, **\$5 000** (**\$4 600**).

Commuting Allowance - Effective April 1, 1990, **\$140** (**6130**) per month for a maximum of 12 months, for an employee who does not wish to move his household to his new location; January 1, 1991, **\$145**.

Bereavement Leave: Effective April 1, 1990, 3 days in the event of death of brother-in-law, sister-in-law, **or** any relative permanently residing in the employee's home (new).