

MEMORANDUM OF SETTLEMENT

Between

VIA RAIL CANADA INC.

And

**TEAMSTERS CANADA RAIL CONFERENCE
(TCRC)**

COVERING COLLECTIVE AGREEMENTS NO. 1.4 AND 4.2

**Re: Application of wage increases and other changes
covering the years 2018, 2019, 2020, 2021 and 2022**

Friday, October 20, 2017

MEMORANDUM OF AGREEMENT

October 20, 2017

The following is the Memorandum of Agreement for the renewal of the Collective Agreements No. 1.4 and 4.2.

1. Term of Agreement:

5 years commencing January 1, 2018

2. General Wage Increase:

The wages, including premiums and guarantee are increased as follows;

- | | | |
|----|-------|---|
| a) | 2.5% | effective October 20 th , 2017 |
| b) | 2% | effective January 1st, 2019 |
| c) | 2.25% | effective January 1st, 2020 |
| d) | 2.75% | effective January 1st, 2021 |
| e) | 3% | effective January 1st, 2022 |

In addition, in recognition of the parties beginning discussions for the renewal of the collective agreement before the open period and successfully negotiating a longer term agreement before the expiration of the current collective agreement, the Corporation will pay a bonus (subject to the usual deductions) to employees covered by Collective Agreements 1.4 and 4.2 who are employed by the Corporation on the applicable dates as follows;

The equivalent of one weeks' base wage effective January 1st, 2018

3. Benefits: – see attachment Appendix A and following:

i) Weekly Indemnity

Increase to \$800.00 as of January 1st 2018

Increase to \$850.00 as of January 1st 2020

ii) Per Prescription Deductible

Commencing 30 days after date of ratification will increase from \$2.50 to \$3.50

iii) Health Care Spending Account:

Employees retiring will be entitled to:

- \$550.00 effective January 1st, 2018
- \$600.00 effective January 1st, 2019
- \$650.00 effective January 1st, 2020
- \$700.00 effective January 1st, 2021
- \$750.00 effective January 1st, 2022

4. Working Conditions:

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

i) Letter of Agreement - Closed Period Commitment

Early Retirement - see *attachment as Appendix B*

ii) Letter of Agreement - Closed Period Commitment

Collective Agreement Workshop – see *attachment as Appendix C*

iii) Letter of Agreement - Closed Period Commitment

Emergency list revision – see *attachment as Appendix D*

iv) Letter of Agreement - Closed Period Commitment

Spare board floater days off – see *attachment as Appendix E*

v) Letter of Agreement - - Closed Period Commitment

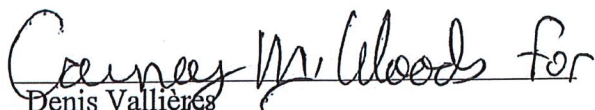
Locomotive Video/Voice Recording (LVVR) - see *attachment as Appendix F*

Signed this **October 20, 2017**, in Montreal, Quebec.

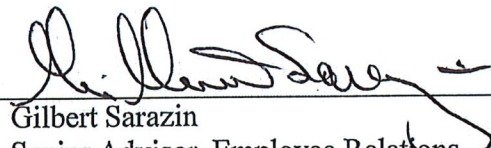
On behalf of VIA RAIL CANADA INC



Edward Houlhan
Director, Employee Relations



Denis Vallières
Senior Director, Network Operations



Gilbert Sarazin
Senior Advisor, Employee Relations

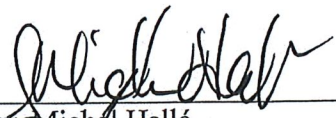


Benoit Bégin
Senior HR Business Partner

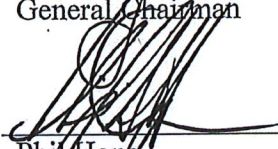


Alisha Puello
HR Business Partner

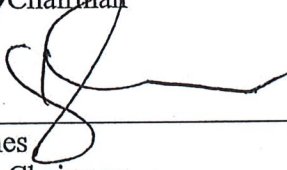
On behalf of TEAMSTERS CANADA
RAIL CONFERENCE



Jean-Michel Hallé
General Chairman



Phil Hope
General Chairman



KC James
General Chairman



Mike King
Senior Vice General Chairman

APPENDIX A

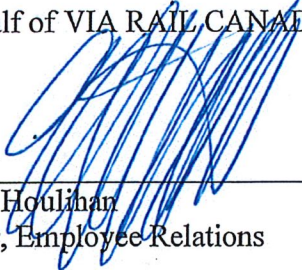
LETTER OF AGREEMENT

Friday, October 20, 2017

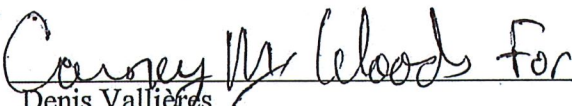
RE: TCRC Benefit table enclosed

Signed this **October 20, 2017**, in Montreal, Quebec.

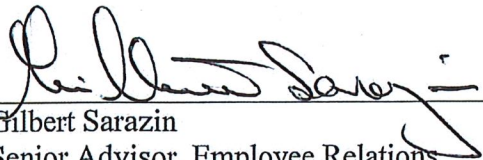
On behalf of VIA RAIL CANADA INC



Edward Houlihan
Director, Employee Relations



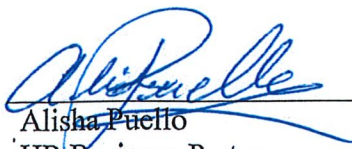
Denis Vallières
Senior Director, Network Operations



Gilbert Sarazin
Senior Advisor, Employee Relations

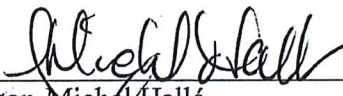


Benoit Bégin
Senior HR Business Partner

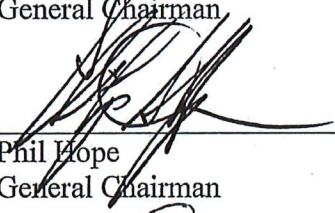


Alisha Pucello
HR Business Partner

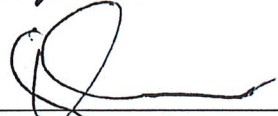
On behalf of TEAMSTERS CANADA
RAIL CONFERENCE



Jean-Michel Hallé
General Chairman



Phil Hope
General Chairman



KC James
General Chairman



Mike King
Senior Vice General Chairman

APPENDIX A

	TCRC CURRENT BENEFITS	TCRC REVISED BENEFITS
Employee Basic Life		
Coverage Amount	\$0,000\$	\$50,000
Employee AD & D		
Coverage Amount	\$50,000	\$50,000
Short Term Disability		
Definition of Benefit	70% of weekly salary	70% of weekly salary
Benefit Weekly Maximum	\$630	Reference MOA
Maximum weeks	41 weeks	41 weeks
Long Term Disability		
Definition of Benefit	Union Plan	Union Plan
Health		
Per Prescription deductible	\$2.50	\$3.50
Annual Deductible - single or family Applies on all other expenses	\$25	\$25
Drugs - Generic Substitution	Reimbursement: 80% after the deductible	Reimbursement: 80% after the deductible
"Soft formula" of the generic substitution, at the cost of the least expensive generic equivalent unless the doctor specifies in writing that no substitution for the prescribed drug may be made.		<p>"Hard formula" - Introduction of mandatory substitution by the lowest cost equivalent drug for prescription medication (in most cases, the lowest cost equivalent drug is a generic drug)</p> <p>The reimbursement for prescription medication is limited to the cost of the least expensive equivalent drug, unless there is no equivalent drug or the doctor confirms and justifies, by submitting an exemption request form, that a substitution is not possible due to a medical reason.</p> <p>Reimbursement: 100%, without the deductible, of the difference between the cost of a ward and a semi-private room.</p>
In-province hospital	Reimbursement: 80%	Reimbursement: 80%
Medical Services & Equipment		
Vaccines	Reimbursement: 80%	Reimbursement: 80%
Aerochamber	Annual maximum of \$500 per person Coverage added with change of insurer to Sun Life, on July 1, 2016	Annual maximum of \$500 per person Coverage added with change of insurer to Sun Life, on July 1, 2016
Wigs and hairpieces	Reimbursement: 80%	Reimbursement: 80%
Paramedical practitioners	Annual maximum of \$300 per person Coverage added with change of insurer to Sun Life, on July 1, 2016	Annual maximum of \$300 per person Coverage added with change of insurer to Sun Life, on July 1, 2016
Physiotherapist	Reimbursement: 80%	Reimbursement: 80%
Psychologist (including Psychotherapist and Social Worker)	Combined limit of \$400 for all qualified paramedical practitioners included in the paramedical services (speech therapists, audiologists, osteopaths, chiropractors and podiatrists) Max of \$20 per visit	Combined limit of \$500 for all qualified paramedical practitioners included in the paramedical services (speech therapists, audiologists, osteopaths, chiropractors and podiatrists) Max of \$20 per visit
Private Duty Nursing	Reimbursement: 80%	Reimbursement: 80%
Diagnostic services	No max. per visit No annual maximum Not covered	No max. per visit Annual maximum of \$1,250 per person No max per visit
Travel Assistance	Maximum: \$15,000 per person per year	Annual maximum of \$1000 per person Maximum: \$15,000 per person per year
Emergency - Out of Canada	Diagnostic services: no maximum Travel Assistance Included Coverage added with change of insurer to Sun Life, on July 1, 2016 Included with a maximum of 180 days	Diagnostic services: no maximum Travel Assistance Included Coverage added with change of insurer to Sun Life, on July 1, 2016 Included with a maximum of 90 days

TCRC CURRENT BENEFITS	TCRC REVISED BENEFITS
Survivor Benefits	In the event of an employee's death, coverage continuation for the spouse and dependents for 24 months. Coverage added with change of insurer to Sun Life, on July 1, 2016
Vision Care	Reimbursement: 80% Contact lenses, eyeglasses or laser eye correction surgery up to a maximum of \$300 in any 12 month period for a person under age 18 or in any 24 month period for any other person No prescription change required Ophthalmologist or licensed optometrist - up to a maximum of \$50 in any 12 month period for a person under age 18 or in any 24 month period for any other person
Dental	
Annual Deductible - single or family	\$35
Basic - Diagnostic and Preventative	Reimbursement: 100%
Basic - Minor restorative (fillings)	Reimbursement: 100%
Basic - Oral surgery	Reimbursement: 100%
Basic - Endodontics and Periodontics	Reimbursement: 80%
Major - Dentures (installation), Dentures (relining, rebasing), Crowns and Bridges Basic and Major Restorative	Reimbursement: 50%
Recall Exams	Maximum annual benefit: \$2,300 per 1 year For employees who become insured on or after July 1 of any year is \$1,150. 1 recall examination every 5 months, up to 2 examinations per benefit year.

APPENDIX B

LETTER OF AGREEMENT

October 20, 2017

RE: Early retirement

The following is in regards to our agreement with respect to the above referenced matter.

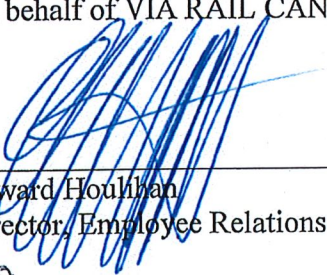
It is agreed that the issue of early retirement is settled on the following basis;

1. VIA confirms it's undertaking not to deny consent to any unionized employee applying for early retirement as of 55 years of age or more, as in its ordinary course of practice for handling such applications. This commitment will remain in effect until the signing of the Collective Agreement that follows the Collective Agreement which will be concluded in the course of the current round of negotiations with the TCRC.
2. In the event of an alleged violation of this memorandum of agreement, Arbitrator M.G. Picher (or in the event of his unavailability, an Arbitrator selected by the parties, or failing agreement, an Arbitrator appointed by the Minister of Labour) shall have jurisdiction to enforce the terms of the Memorandum by way of Arbitration conducted in accordance with the terms of the Arbitration Act (Ontario).

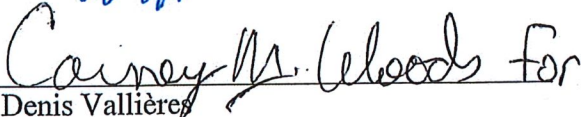
It is understood that this Memorandum of Agreement shall not form part of the Collective Agreement.

Signed this **October 20, 2017**, in Montreal, Quebec.

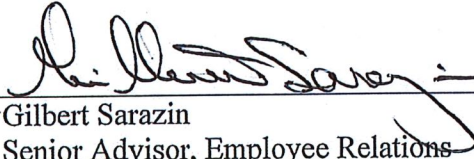
On behalf of VIA RAIL CANADA INC



Edward Houlihan
Director, Employee Relations



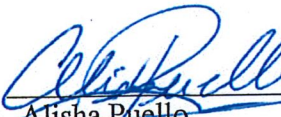
Denis Vallières
Senior Director, Network Operations



Gilbert Sarazin
Senior Advisor, Employee Relations




Benoit Bégin
Senior HR Business Partner



Alisha Puello
HR Business Partner

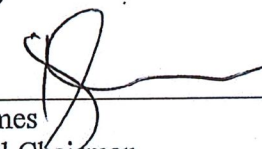
On behalf of TEAMSTERS CANADA
RAIL CONFERENCE



Jean-Michel Hallé
General Chairman



Phil Hope
General Chairman



KC James
General Chairman



Mike King
Senior Vice General Chairman

APPENDIX C
LETTER OF AGREEMENT

October 20, 2017

RE: Collective Agreement no. 1.4 renewal

During discussions held leading to the renewal of Collective Agreement 1.4, the Corporation and the TCRC representatives agreed to assemble a working committee comprised of locomotive engineers and managers from each region for the purpose of identifying articles and addenda that are repetitive or duplicated, with the goal of shelving the duplicated language and language that is deemed to be archaic and not presently applied.

The goal is to provide a collective agreement that reflects modern operating conditions, a common understanding of the present language and for ease of use for both the employer and its employees.

The working committee will make recommendations to the respective General Chairman for their approval, for articles and addenda to be shelved. No items will be shelved without the explicit written consent of the General Chairmen.

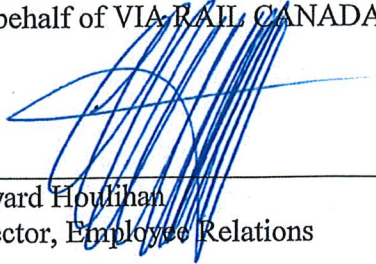
It is understood that all present language will not be altered, and the intent of the shelved items will remain in force and may be returned to the Collective Agreement in accordance with Addendum 16, should the need arise.

The bargaining committee shall meet prior to the end of 2017 to review and approve any changes with the goal of introducing an updated collective agreement by April 30, 2018.

Lastly, any Collective agreement changes shall be recorded and the original articles shelved in accordance with Appendix 16 of Collective Agreement 1.4.

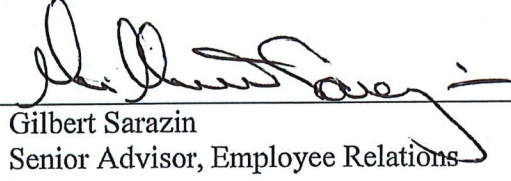
Signed this **October 20, 2017**, in Montreal, Quebec.

On behalf of VIA RAIL CANADA INC

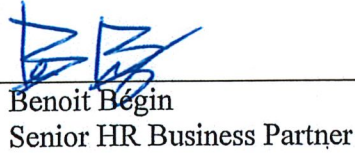


Edward Houlihan
Director, Employee Relations

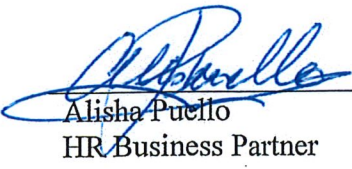
Carmen M. Wood for
Denis Vallières
Senior Director, Network Operations



Gilbert Sarazin
Senior Advisor, Employee Relations

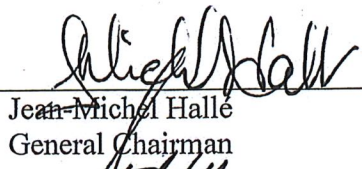


Benoit Bégin
Senior HR Business Partner

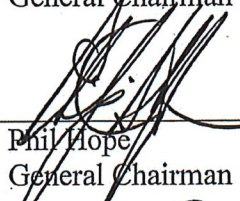


Alisha Puello
HR Business Partner

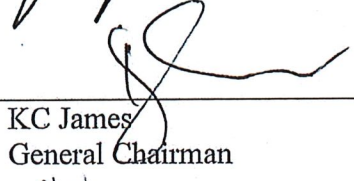
On behalf of TEAMSTERS CANADA
RAIL CONFERENCE



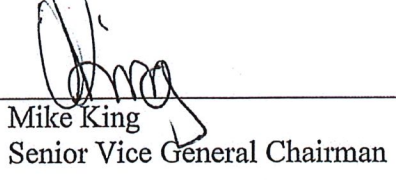
Jean-Michel Halle
General Chairman



Phil Hope
General Chairman



KC James
General Chairman



Mike King
Senior Vice General Chairman

APPENDIX D

LETTER OF AGREEMENT

October 20, 2017

RE: Emergency list revision


In the course of the renewal of collective agreement no. 1.4, TCRC brought forth issues with the emergency list calling procedure for locomotive engineers in some terminals.

In order to address the emergency calling issues, the parties agreed to meet within ninety (90) days of ratification to discuss and establish the emergency list calling procedures.

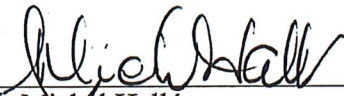
Signed this **October 20, 2017**, in Montreal, Quebec.

On behalf of VIA RAIL CANADA INC

On behalf of TEAMSTERS CANADA
RAIL CONFERENCE



Edward Houlihan
Director, Employee Relations



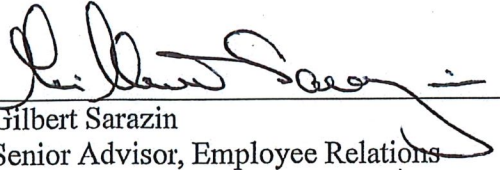
Jean-Michel Hallé
General Chairman



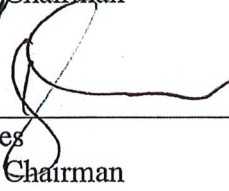
Denis Vallières
Senior Director, Network Operations



Phil Hope
General Chairman



Gilbert Sarazin
Senior Advisor, Employee Relations



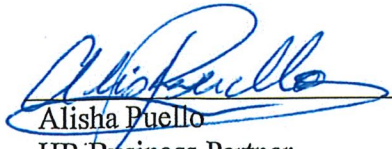
KC James
General Chairman



Benoit Bégin
Senior HR Business Partner



Mike King
Senior Vice General Chairman



Alisha Puella
HR Business Partner

APPENDIX E

LETTER OF AGREEMENT

October 20, 2017

RE: Spare board floater days off


In the course of the renewal of collective agreement no. 1.4, TCRC brought forth issues regarding days off for locomotive engineer on the spare board.

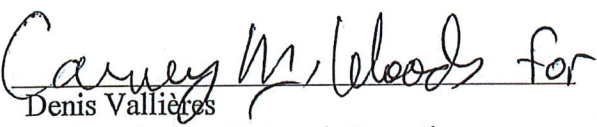
It is understood that in some locations, spare board employees have two (2) consecutive days and in others, one (1) determine day off and one floater.

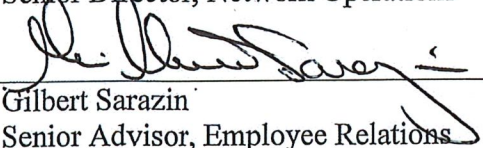
In a view to provide locomotive engineers with pre-determine days off to ensure stability in their personal life, the parties agree to meet within ninety (90) days of ratification to discuss and review the spare board operation in each terminal and meet the goal of determining fixed days off.


Signed this **October 20, 2017**, in Montreal, Quebec.


On behalf of VIA RAIL CANADA INC


Edward Houlhan
Director, Employee Relations

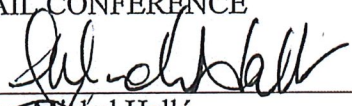

Denis Vallières
Senior Director, Network Operations

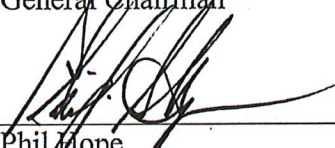

Gilbert Sarazin
Senior Advisor, Employee Relations

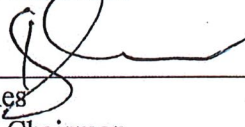

Benoit Begin
Senior HR Business Partner


Alisha Puello
HR Business Partner

On behalf of TEAMSTERS CANADA
RAIL CONFERENCE


Jean-Michel Hallé
General Chairman


Phil Hope
General Chairman


KC James
General Chairman


Mike King
Senior Vice General Chairman

APPENDIX F

LETTER OF AGREEMENT

October 20, 2017

Re: Locomotive Video/Voice Recording (“LVVR”)

Whereas the issue of LVVR has been a topic of discussion between the VIA Rail Canada Inc. (the “Corporation”) and Teamsters Canada Rail Conference (“TCRC”) for some time;

And Whereas the Corporation and the TCRC have come to understand that although the technology is available for LVVR, the use of the recordings is a difficult balance between the safety of the operation and personal privacy as well as working conditions in the locomotive cab;

Now therefore the parties have agreed to a protocol that enhances the over-all safety of operations for the Corporation while minimizing the impact on personal privacy and working conditions.

1. Internal LVVR recordings can only be used at the request of the Transportation Safety Board for the purpose of incident/accident investigation.
2. The review of the LVVR footage or recordings by any other agency or individuals is prohibited save and except for the employee of the Corporation who is required to retrieve the footage/recordings for the Transportation Safety Board.
3. The LVVR recording cannot be reviewed by the Corporation for the purpose of performance testing of locomotive engineers, subject to below.
4. In the event the government enacts legislation that enables the Corporation to utilize LVVR for other than review by the Transportation Safety Board only, the parties agree to meet with the assistance of FMCS if necessary and discuss the terms and conditions governing such technology and the use of the information obtained through LVVR.
5. The use of such technology, other than as permitted by law, shall not occur without the agreement of the parties.

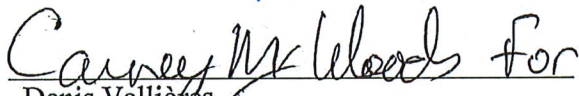
6. This letter of understanding will remain in force for the duration of the current collective agreement.

Signed this **October 20, 2017**, in Montreal, Quebec.

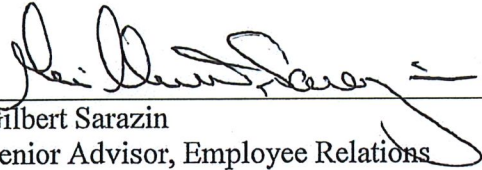
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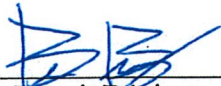
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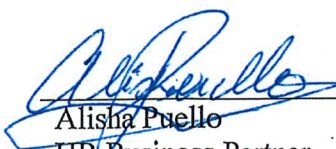
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On behalf of TEAMSTERS CANADA
RAIL CONFERENCE



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