

MEMORANDUM OF SETTLEMENT

Between:

VIA Rail Canada Incorporated

(the “Employer”)

-and-

Unifor

(the “Union”)

Whereas the Employer and Union have concluded negotiations for the renewal of collective agreement 3 and the parties agree as follows:

The Parties agree that all terms and conditions in the attached document shall form a collective agreement between the Parties.

It is recognized that the agreement is subject to ratification by both parties’ principals.

The Employer will produce the initial draft of the collective agreement. The parties agree to meet within 60 days to review and sign off on the final version of the collective agreements.

In preparing the new collective agreement, the parties may by agreement amend typographical errors. The articles and references will be corrected at the time of preparing the collective agreements.

Within 3 days of signing this Memorandum of Settlement, the Union and the Employer shall conduct a joint review of this document for errors and/or omissions.

Signed, this __19__ day of June 2025

Cory Will

President local 100, UNIFOR

Ryan Coles

Specialist Director, Employee Relations

MEMORANDUM OF AGREEMENT

Dated
June 19, 2025

Between:

VIA RAIL CANADA INC.

And:

UNIFOR CANADA

COVERING COLLECTIVE AGREEMENT NO. 3
SHOPCRAFT PERSONNEL

2024/25 MEMORANDUM OF AGREEMENT

Unless amended by this Memorandum Agreement, the current Collective Agreement will remain as written including all Appendices, Side Letters and Letters of Understanding.

GENERAL HOUSEKEEPING ITEMS

Throughout the collective agreement, all articles will be renumbered/relettered as required to accommodate insertion of new agreed upon articles. Additionally, all references in the text to any articles so renumbered will be updated accordingly.

Rule 22 - Classification and Work Assignments

Rule 22.2 Pre-inspector's shall be responsible to inspect and list all tasks and/or repairs to be performed in their **and** by the other classifications and their specific department.

Rule 31- Benefit Plans

Rule 31.4(c) Upon the birth of **a** child, **an** employee shall receive one (1) day of paid leave.

Rule 31.4(d) For Québec employees only: new **parents** on parental leave will be entitled to the Québec Parental Insurance Plan.

Term of Contract

Collective Agreements No. 3 and Supplement Agreement covering employees representing by Unifor Canada will be renewed for a 3-year period expiring on December 31, 2027.

Wages and Premiums

3% January 1, 2025

3% January 1, 2026

3% January 1, 2027

All employees active on the date of ratification of this agreement will be entitled to retroactive wages on all compensated hours from January 1, 2025.

Wage increases to take effect before any other adjustment.

Electricians, Diesel Engine Mechanics and Rail Car Technicians will receive a \$0.32 increase as a trade adjustment effective upon ratification. (equates to about .75%)

Skilled Trades Premium – roll premium of \$1.00 into regular rates of pay effective upon ratification. Skilled Trades Card Appendix XVI and Rule 11.1 (e) to be intentionally left blank.

Lead Hand Premium – increase lead hand premium from \$1.25 to \$1.75 effective January 1, 2026.

See illustrative charts below:

Hourly Rates of Pay and Premiums				
Classifications	January 1, 2025	Effective Upon Ratification	January 1, 2026	January 1, 2027
Electrician	\$43.76	\$45.08	\$46.43	\$47.83
Lead Hand Electrician	\$45.01	\$46.33	\$48.18	\$49.58
Rail Car Technician	\$43.76	\$45.08	\$46.43	\$47.83
Lead Hand Car Technician	\$45.01	\$46.33	\$48.18	\$49.58
Diesel Engine Mechanic	\$43.76	\$45.08	\$46.43	\$47.83
Lead Hand Diesel Engine Mechanic	\$45.01	\$46.33	\$48.18	\$49.58
Red Circle Helper	\$34.10		\$35.12	\$36.18
General Worker	\$33.36		\$34.36	\$35.39
Lead Hand General Worker	\$34.61		\$36.11	\$37.14

Hourly Rates for Apprentices						
Term	Hours Completed	Tradesperson's Rate	January 1, 2025	Effective Upon Ratification	January 1, 2026	January 1, 2027
1st	1 - 1920	82.90%	\$36.28	\$37.37	\$38.49	\$39.65
2nd	1921 - 3840	87.00%	\$38.07	\$39.22	\$40.40	\$41.61
3rd	3841 - 5760	91.00%	\$39.82	\$41.02	\$42.25	\$43.52
4th	5761 - 7680	95.00%	\$41.57	\$42.83	\$44.11	\$45.43

Benefits

Benefit Coverage – Begins after 90 days of continuous service

Pension

Legacy DB Pension – Increase pension cap for future service by \$150 from \$1715 to \$1865 per year.

Hybrid Pension – Mandatory DC component remains at 4% Company match of the optional contributions at 100% for total VIA contribution of 3.0% for the life of the current agreement.

Life Insurance Active Members

Life Insurance Active Members – Increase to 1X annual salary with a minimum of \$60,000

Optional Life Insurance – Increase from \$150,000 to \$250,000 with \$25,000 increments

Short Term Disability

Weekly Rate

- Effective January 1, 2026 increase from \$825 to \$900 per week;
- Effective January 1, 2027 increase to \$940 per week;

Doctor's Note – increase from \$30 to \$50 per claim form

Vision Care

Vision Care – Effective January 1, 2026 increase from \$400 to \$450 at 80%

Prescription Drugs

Prescription Drugs – Limit annual out-of-pocket maximum to \$4000

Note: Quebec out-of-pocket maximum is \$1196 (as of June 30, 2025), updated July each year

Paramedical

- Move chiropractors to 3rd group increase from \$500 per family to \$1500 per person at 80% coverage after the deductible
- Add Psychotherapist to 2nd group
- Increase 2nd group to \$1500 max per person was \$1000 per person \$500 increase
- Massage therapy – remove per visit max and increase from \$750 per family to \$750 per person.

Dental

Dental Benefits – Effective January 1, 2026 increase Orthodontic lifetime maximum from \$2000 to \$3000 per person (child only)

Rail Pass

Rail Pass – 5 guests can accompany the main pass holder at any time. See attached letter for conditions.

RRSP

RRSP – FTQ – Allow deductions through payroll (Quebec only)

Sick Leave

Sick Leave – Added New Appendix XXIII to provide 10 sick leave days at the beginning of the calendar year and pay out up to 5 unused days per year. Payout to be made on the 2nd pay of December of each year.

Note: Benefit and pension changes to be the first pay period following 30 days, following ratification unless outlined otherwise.

WORKING RULES

Proposal and Amendment Changes in bold.

Rule 6 - Hours of Work and Meal Periods

Rule 6.4 Where one (1), two (2), or three (3) shifts are employed, a meal period of thirty (30) minutes will be allowed without deduction in pay, ~~commencing and completed within the limits of the fifth hour of duty on each shift.~~ **commencing at the start of the 4th hour and concluding within the limits of the 5th hour of duty on each shift.** The meal period may be extended through a local accord to one (1) hour for the employees; the period, in addition to the thirty (30) minutes, to be without pay through a local accord.

Rule 17 - General Holidays

Rule 17.4 ~~In order to qualify for pay for any one of the holidays specified in Rule 17.2 an employee:~~

~~must have been in the service of the Corporation and available for duty for at least thirty (30) calendar days. This Rule 17.4 (a) does not apply to an employee who is required to work on the holiday;~~ **Employee shall be granted a holiday with pay on each of the general holidays falling within any period of their employment.**

must be available for duty on such holiday, if it occurs on one of his or her workdays, excluding vacation days, except that this does not apply in respect of an employee who is laid-off or suffering from a bona fide injury, or who is hospitalized on the holiday, or who subsequently qualifies for weekly sickness benefits because of illness on such holiday. (The holiday pay for employees in receipt of weekly sickness benefits is deemed to be included in the weekly sickness benefits). When an employee is required to work on such general holiday such employee shall be given an advance notice of four (4) calendar days, except for unforeseen exigencies of the service, in which case he or she will be notified not later than prior to the completion of his or her shift or tour of duty immediately preceding such holiday that his or her services will be required; and

~~must have rendered compensated service on at least twelve (12) of the thirty (30) calendar days immediately preceding the general holiday. This Rule~~

~~17.4 (c) does not apply to an employee who is required to work on the holiday.~~

~~**NOTE:** Provided that an employee is available for work on the general holiday, absences from scheduled shifts or tours of duty because of bona fide injury, hospitalization, illness for which the employee qualifies for weekly sickness benefits, authorized maternity or parental leave and authorized union business, will be included in determining the twelve (12) of the thirty (30) calendar days referred to in Rule 17.4 (c).~~

Rule 21 - Leaves of Absence and Free Transportation

Rule 21.11 Provided an employee has three (3) consecutive months of continuous employment, they will be granted five (5) days of personal leave, including three (3) paid leave days and two (2) unpaid leave days per calendar year. An employee who has not completed three (3) months of continuous employment is entitled to five (5) days of leave without pay. **Such pay shall for all purposes be considered wages and counted as CCS for pension, vacation etc.**

Employees are entitled to this leave as follows:

~~treat an injury or illness;~~

~~take care of health obligations for any member of your family or care for them;~~

~~take care of obligations related to the education of any family member under age 18;~~

carrying out responsibilities related to the health or care of any of their family members;

carrying out responsibilities related to the education of any of their family members who are under 18 years of age;

manage any urgent situation that concerns you or a family member;

attend your citizenship ceremony under the Citizenship Act, or;

manage any other situation prescribed by regulation.

The leave may be taken in one (1) or more periods, however, the Corporation may require that each period be at least one (1) day. ~~Employees may be requested to provide supporting documents concerning the reasons for the leave.~~ **The Employer may, in writing and no later than 15 days after the employee's return to work, request that the employee provide documentation to support the reasons for the leave. The employee shall provide that documentation only if it is reasonably practicable for them to obtain and provide it.**

Rule 26 - Contracting Out Work

Rule 26.1 Work presently and normally performed by employees represented by the Union signatory hereto will not be contracted out except:

- (1) when technical or managerial skills are not available from within the Corporation; **and based on operational feasibility cannot be made available through a voluntary permanent transfer of employees from other locations on the system , through a reasonable level of training, re-training or upgrading of the active or laid-off employees;** or
- (2) where sufficient employees, qualified to perform the work, are not available from the active or laid-off employees **and cannot reasonably be made available through a voluntary permanent or temporary transfer of employees from other locations on the system;** or
- (3) when essential equipment or facilities are not available and cannot be made available from the Corporation's property at the time and place required **or** bona fide leased from other sources at a reasonable cost without the operator; or
- (4) where the nature or volume of work is such that it does not justify the capital or operating expenditure involved; or
- (5) the required time of completion of the work cannot be met with the skills, personnel, or equipment available on the property; or
- (6) where the nature or volume of the work is such that undesirable fluctuations in employment would automatically result.

The conditions set forth above will not apply in emergencies, to items normally obtained from manufacturers or suppliers nor to the performance of warranty work.

Rule 32 - Uniforms

Rule 32.3 **AN EMPLOYEE ASSIGNED TO WORK IN SHOPS OR WORK LOCATIONS WHICH DO NOT NORMALLY COME IN CONTACT WITH VIA'S CUSTOMERS WILL BE PROVIDED COVERALLS BY THE CORPORATION WITHOUT TAKING AWAY FROM THEIR EXISTING CLOTHING ALLOWANCE. SHOULD THE CORPORATION ELECT NOT TO PROVIDE COMPANY ISSUED COVERALLS, THE ABOVE EMPLOYEE, WHO WAS IN SERVICE AT THE BEGINNING OF THE CALENDAR YEAR, HAS RENDERED COMPENSATED SERVICE DURING THE YEAR AND HOLDS EMPLOYMENT RELATIONSHIP, WILL BE ALLOWED A COVERALL ALLOWANCE OF** REIMBURSED UP TO \$120 **DOLLARS UPON PROVIDING THE APPROPRIATE RECEIPTS, PAYABLE IN THE 20TH PAY PERIOD FIRST PAY OF NOVEMBER OF EACH YEAR IF THEY**

~~WERE IN SERVICE AT THE BEGINNING OF THE CALENDAR YEAR, RENDERED COMPENSATED SERVICE DURING THE YEAR AND HOLDS AN EMPLOYMENT RELATIONSHIP AT THE TIME FOR PAYMENT.~~

Rule 34 - General Provisions

Rule 34.5 The Corporation will undertake the responsibility for the translation of this Agreement as may be required from time to time and will absorb the cost of such translating. This will include the cost of translating updated pages.

The parties agree once language verification and translation have been completed, the Corporation will immediately post the Collective Agreement no. 3, Letters of Understanding, Benefits Plans, Health and Safety Agreement, LTD, ESIMA, etc. on its intranet ~~(iVIA)~~ site.

The parties agree once language verification and translation have been completed, the Corporation will immediately, no later than ninety (90) days, ~~provide all existing and future employees with~~ **ensure** an updated copy of Collective Agreement No. 3, as well as all Letters of Understanding, Health and Safety Agreement, Benefit and LTD Plans, ESIMA, and any other related documents ~~on an electronic memory stick identified "VIA Rail Canada and Unifor Local 100."~~ **is available to employees on its intranet site. Employees may also request copies to be emailed to them.**

The parties agree once language verification and translation have been completed, the Corporation will immediately send an updated copy of the Collective Agreement no. 3, Letters of Understanding, Benefit Plans, Health and Safety Agreement, LTD, ESIMA, etc. in electronic format and sufficient printed booklets in (8.5 x 11) format to the Local 100 President and workplace on its intranet site.

Letters of Understanding and Memorandums

VIA Rail HFR – VIA TGF Inc. and ALTO

The Union's proposal is resolved in accordance with Attachment titled "VIA Rail HFR – VIA TGF Inc. and ALTO Memorandum".

Building and Equipment Maintenance

The Company's proposal is resolved in accordance with Attachment titled "Building and Equipment Maintenance Letter of Understanding".

Full Time Paid Union Representation

The Union's proposal is resolved in accordance with Attachment titled "Paid Union Representation Letter".

Pension Consent

The Union's proposal is resolved in accordance with Attachment titled "Renewal of Pension Consent Letter".

Banked Overtime and Pension

The Union's proposal is resolved in accordance with Attachment titled "Use of Banked OT Hours and Pension Contributions Letter of Understanding".

Workplace Harassment and Violence Prevention

The Union's proposal is resolved in accordance with Attachment titled "Workplace Harassment and Violence Prevention Letter of Understanding".

Holiday Pay On Modified Shifts

The Union's proposal is resolved in accordance with Attachment titled "Holiday Pay for Employees on Modified Work Schedules Letter of Understanding".

Employee Rail Pass

The Union's proposal is resolved in accordance with Attachment titled "Rail Pass and Guests Letter of Understanding".

Sick Days

The Company's proposal is resolved in accordance with Attachment titled "Appendix XXIII – Sick Day Payment".

RRSP – FTQ

The Union's proposal is resolved in accordance with Attachment titled "REER – Fonds de Solidarité FTQ (Quebec Only)".

Montreal Central Station Parking

The Union's proposal is resolved in accordance with Attachment titled "Montreal Central Station Parking Letter" dated Montreal QC, May 8, 2025.

MEMORANDUM OF AGREEMENT

Between:

Unifor and its local 100 and Council 4000

(the “Union”)

And

VIA RAIL CANADA INC.

(the “Employer”)

WHEREAS, this Memorandum of Agreement (MOA) is made and entered into by and between VIA RAIL CANADA INC. hereinafter referred to as “the Employer”, and Unifor and its local 100 and Council 4000 hereinafter referred to as “the Union”, collectively referred to as “the Parties” to address the potential risk of new passenger rail services affecting the Employer’s operations;

AND WHEREAS, the Union advised the Employer of its concern that the operation of the corridor service may be contracted out or transferred to the newly created VIA HFR – VIA TGF Inc. (also known as Alto Inc.) or any other corporation which may be chosen to operate the corridor service post renewal of collective agreements 1, 2 and 3;

AND WHEREAS the third-party company is currently involved in the development and delivery of the Project;

AND WHEREAS the specific details and structure of the Project is currently unknown to the Parties;

AND WHEREAS On May 28, 2025, VIA Rail’s CEO, Mario Peloquin, and Chief Human Resources Officer, Mathieu Paquette, attended a meeting with Union Council 4000, Local 100, and the respective bargaining committees;

AND WHEREAS, the Employer advised the Union that it was not aware of any immediate plans to transfer the operations of the corridor service and confirmed the Project is many years away from completion;

AND WHEREAS during this meeting, VIA Rail, at the highest levels of leadership, agreed to cooperate in good faith in an effort to minimize the impact of the Project on Union members;

AND WHEREAS, the Union pointed out that the right honorable Omar Alghabra the former Minister of Transport stated in his mandate letter dated on December 16, 2022, to Rob Prichard the Chair of VIA HFR – VIA TGF Inc. (VIA HFR) that “*It is a priority of the Government that the rights, benefits, and collective agreements of employees are respected throughout all stages of the project.*”;

AND WHEREAS, the Union expressed significant concern that such a transfer of the operation of the corridor whether by contracting out or an act of government would leave the membership of the Union in a vulnerable position;

AND WHEREAS, the Union expects that the wishes of the Minister shall be carried out in the spirit of the intent of the Government of Canada and the *Canada Labour Code*;

AND WHEREAS, the Union is seeking an assurance that the Employer would enter into an agreement with the Union to protect employees from the risk of lay-offs and/or closure of the operations due to a transfer of work outside the control of VIA Rail Canada Inc.;

NOW THEREFORE, the Parties agree to the following:

In the event that any part of the work, operations or business of VIA Rail Canada Inc. in the corridor is sold, leased, merged, amalgamated, transferred, contracted out, or subcontracted, in whole or in part, to any entity including VIA HFR – VIA TGF Inc. (also known as Alto Inc.), such a transaction shall be deemed a Technological, Operational and Organizational Change within the meaning of Article 8 of the Supplemental Agreements 1, 2 and 3 – ESIMA. The Employer shall issue a notice under Article 8.1 and provide as much advance notice as possible, with a minimum notice period as outlined in the Supplemental Agreements to the Union, along with a full description of the transaction and the number of employees potentially affected.

Eligible Employees listed on their respective seniority lists effective upon the date of the Article 8.1 notice as described above will be covered under this agreement.

Should any such sale, lease, merger, amalgamation, transfer, contracting out or subcontracting of the work, operations or the business of VIA Rail Canada Inc. in the corridor not be found to be a sale of business under the *Canada Labour Code*, the Employer and the Union commit to writing letters advocating to the Government of Canada in support of all bargaining unit employees impacted by the change in operations shall be offered employment with the successor employer, with no requirement to reapply for their positions. The Parties shall advocate to the Government that the employment offers

preserve all of the bargaining unit employees' current terms and conditions of employment, including wages, benefits, pensions, seniority, and job classification, without interruption.

The Employer shall recommend as a condition of any transfer of any part of its work, operations or business in the corridor to VIA HFR – VIA TGF Inc. (also known as Alto Inc.) or any other corporate entity, that the new employer recognize the Union as the exclusive bargaining agent for all transferring employees and honour all existing collective agreements until new ones are negotiated in accordance with the *Canada Labour Code*.

Affected employees who do not transition to the successor employer shall retain full rights under their respective Supplemental agreement - ESIMA. The Employer shall provide meaningful displacement and transfer options, with benefits maintained for all transitioning or displaced employees.

The Employer and the Union shall establish a joint transition committee to oversee and manage the transfer process. This committee shall ensure transparent communication, address employee concerns, and resolve disputes during the transition, with recourse to expedited arbitration as provided in each of the respective Collective Agreements. This committee shall meet quarterly, unless otherwise agreed, shall have access to all relevant employee impact data, and shall issue joint reports to the Parties at each stage of the transition.

In the event that such agreement for transition to the successor employer cannot be attained, the Employees will maintain all their rights to the existing ESIMA and the following additional provisions:

Employees subject to the Article 8 notice who may become subject to a permanent layoff due to such transfer as described above, will have their seniority rights protected outside of the Corridor Service and may displace junior employees in accordance with the ESIMA. In addition, transfer of benefits will be available to senior employees with the intent of securing employment for junior employees who otherwise would not be able to hold work.

The Parties agree that the provisions already contained in each of the Supplemental Agreements – ESIMA are related to the establishment of an administrative committee and the powers of the administrative committee shall be carried out. The provisions already give the administrative committee the full and unrestricted power and authority and exclusive jurisdiction to deal with and adjudicate upon all matters relative to each of the Supplemental Agreements, which does not add to, subtract from, or modify any of the

terms of the Supplemental Agreement or any collective agreement. The parties further agree that the Supplemental agreements are hereby modified in the event that Employees are unable to transfer with the work to the successor employer. When the Parties mutually agree, the parties can direct the administrative committee to provide additional benefits to employees in order to minimize the adverse effects of mass permanent lay-offs in the corridor.

Such additional benefits may include but not limited to, transfer of benefits provisions as stated above in "i", lump sum severance packages for employees who are 65 years of age or older, moving expenses for employees who wish to transfer outside of their region to retain employment with VIA Rail Inc.

The administrative committee will utilize the special cases provisions in each of the ESIMA agreements to adjudicate and provide additional benefits under iii and iv above. In addition, the Parties agree that the provision in the Supplemental Agreements that provides that special cases are not subject to arbitration shall be suspended and arbitration would be utilized to resolve any dispute.

Notwithstanding any provision of this Agreement, the Parties expressly agree that nothing in this Agreement shall, remove, reduce, restrict, or otherwise diminish any current rights, entitlements, or benefits provided to bargaining unit employees outside of the Corridor service, as set out in their respective collective agreements and supplemental agreements.

Disputes related to the implementation of this Agreement will be expedited to the arbitration process described in each of the respective Collective Agreements with an understanding that grievances will be brought forward at the final grievance step.

Signed, this __19__ day of June 2025

For the Union:

For the Employer:

Cory Will – President, Unifor Local 100

Mathieu Paquette Chief Communications
HR and Health and Safety

Dave Kissack – President, Unifor Local 100

Not to form part of the Collective Agreement.

LETTER OF UNDERSTANDING

Between:

Unifor and its LOCAL 100

(the “Union”)

And

VIA RAIL CANADA INC.

(the “Employer”)

This letter will confirm the parties discussions held during the 2024/2025 round of bargaining where the Company sought to improve the building and equipment maintenance trades, also referred to as facility maintenance, to ensure a high standard of facility maintenance and functionality.

The parties recognize that work performed in facility maintenance is covered by Agreement #3. Agreement 3 employees will continue to fill vacancies in facility maintenance by bid as new positions are bulletined or as vacancies may occur.

The work performed in facility maintenance is to be performed as per the established classifications and work assignments including former trades classifications and qualifications per appendix VII.

For further clarity, the current established trades of Diesel Engine Mechanic, Electrician and Railway Car Technician would flow to facility maintenance into the established equivalent within facility maintenance as described below.

E.G the chart below describes the flow of trades, not limited to.

Rail Car Technician	Flows to	*Plumber
Diesel Engine Mechanic	Flows to	*Building Mechanic
Electrician	Flows to	*Building Electrician/HVAC Technician “aka” Frigoriste

**Note: The classification titles for facility maintenance positions to be determined upon agreement between the parties.*

The parties explored the method of providing upskilling to the facility maintenance employees to ensure adequate training is provided to meet the qualification requirements.

This may include engaging external resources (e.g. Emploi-Quebec) to validate qualifications needed and identify gaps in the existing skillset, training and/or professional qualification.

Additionally, the parties agree to meet within 120 days of ratification to endeavour to review appropriateness of the existing trades and their associated certifications, training, etc.

Signed on the 27 day of May 2025

For UNIFOR Canada

For VIA Rail

Cory Will
President, Local 100
UNIFOR Canada

Ryan Coles
Specialist Director, Employee Relations
VIA Rail

Not to form part of the collective agreement

June 19 2025

Mr. Cory Will President

Unifor, Local 100

Mr. Will:

SUBJECT: Paid Union Representation Letter

As agreed between the parties during the 2024/25 bargaining process, the paid Union representatives shall be:

Montreal Maintenance Center Union Representative will get paid forty (40) hours per week;

Toronto Maintenance Center Union Representative will get paid twenty (20) hours per week;

Vancouver Maintenance Center Union Representative will get paid sixteen (16) hours per week.

The parties have agreed that the responsibilities of the Local Union representative, when at work, should include, among existing responsibilities, the following subjects: *Maintain overtime list and keep track of discrepancies', Participate in Joint Apprenticeship Committee, Job bulletins and awards, Annual vacation bidding and allotment distribution.*

Sincerely,

Ryan Coles

Specialist Director, Employee Relations

Not to form part of the collective agreement

Montréal QC, March 25 2025

Mr. Cory Will

President, Local 100

Subject: Renewal of Pension Consent Letter

Dear Sir;

The Corporation will continue the practice of granting consent to an unreduced pension (55/85 rule) for the life of the current Collective Agreement commencing January 1st, 2025.

Yours truly,

Ryan Coles

Specialist Director, Employee Relations

VIA Rail Canada Inc

Letter of Understanding – Use of Banked OT Hours and Pension Contributions

May 2025

Cory Will
President,
Unifor Local 100

Dear Mr. Will,

We would like to clarify that employees who utilize their banked overtime hours will not experience any reductions to their hybrid pension plan coverage. These banked hours will be considered in pensionable earnings in the calculation of pension under the defined benefit section of the hybrid plan and in the calculation of employee and employer contributions under the defined contribution section of the hybrid plan. Furthermore, they will not forfeit any entitlements or benefits.

Signed May 8, 2025

For VIA Rail Canada Inc.

Ryan Coles
Specialist Director, Employee Relations
VIA Rail

LETTER OF UNDERSTANDING
BETWEEN
VIA RAIL CANADA INC
(hereby called “The Corporation”)
AND
UNIFOR, LOCAL 100
(hereby called “The Union”)

WHEREAS this Letter of Understanding (LOU) is made and enter into by and between VIA RAIL CANADA INC. hearinafter referred to as “the Company”, and UNIFOR and its LOCAL 100 Hearinafter referred to as “the Union”, collectively referred to as “the parties” to address the process of Harassment and Violence investigations.

AND WHERAS, the Union raise the issue at this round of bargaining that the Employer was carrying out investigation under the Collective Agreement disciplinary process rather than the HVP Regulation as outlined in the VIA Policy.

AND WHERAS, the Union was not always aware of a harassment complaint.

AND WHERAS, the Union was seeking an assurance that the Employer would follow the HVP Regulation and conduct investigation as per the regulations,

THEREFORE, the parties agreed to the following:

1. When an alleged workplace harassment and or violence complaint or Notice of Occurance is received by the Emplyer or Designated Recipient, the Employer os the Designated REceipient shall promptly inform the Union.
2. Where mediation, conciliation, or investigation is initiated, an authorized Union Representative shall be present.
3. Within 60 days of ratification, the parties shall endeavour to establish a list of investigators.

Signed in Montreal, Quebec on May 8, 2025 by:

For UNIFOR Canada
President, Local 100
UNIFOR Canada

For VIA Rail
Specialist Director, Employee Relations
VIARail

Letter of Understanding – Holiday Pay for Employees on Modified Work Schedules

March 25 2025

Cory Will

President, Unifor Local 100

Dear Mr. Will,

In supplement to Rule 17, which outlines holiday paid provisions, this letter clarifies the mutual understanding between the union and the corporation that employees on a modified work schedule are entitled to holiday pay equal to the hours of their regular work shift, in line with established terms and conditions.

This Letter of Understanding forms part of the collective agreement and confirms the mutual intent of the parties on this matter.

Signed this 7 day of May, 2025.

Ryan Coles

VIA Rail Canada Inc.

Letter of Understanding

SUBJECT: RAIL PASS

Guests

When travelling with the main rail pass holder, guests may travel free of charge in Economy class if reservations are made the day prior to train departure.

Guest Travel Conditions:

This privilege cannot be applied during working hours.

A guest may include a friend, business relation, or family member (excluding spouses and dependents holding a rail pass).

Additional Conditions:

Guests must always travel alongside a main rail pass holder.

A maximum of five guests may accompany a main rail pass holder.

The main rail pass holder must make a single reservation for all travelers.

All passengers in a group must travel together on the same dates, trains, classes, and itinerary.

Last-minute travel privileges apply only to Economy class, per standard policy.

Boarding passes must be printed in advance or presented on a mobile device when requested by on-train personnel.

This addition provides greater flexibility for rail pass holders to travel with guests while maintaining clear guidelines for eligibility and booking processes. We believe these adjustments will enhance the travel experience while respecting operational and financial constraints.

The parties agree upon in Montreal on June 19th, 2025

Ryan Coles
Specialist Director, Employee Relations

Dave Kissack
President Council 4000, UNIFOR

Cory Will
President Local 100, UNIFOR

Appendix XXIII – Sick Day Payment

During the 2025 round of collective bargaining, the Corporation sought solutions to encourage and recognize presence at work. To improve presence at work and based on the discussions at the bargaining table the parties agree to the following:

Effective January 1st 2026, the following provisions apply to employees covered by Collective Agreements #1, #2, and #3.

- All employees will have their full sick day bank (10 days) preloaded on January 1st of each year.
- All employees will be entitled to a payment of up to five (5) unused sick days per year. The payment will be processed on the second pay of December of each year.
- For collective agreement #1 and #3, the payment of each sick day will be equivalent to their normal daily schedule.
- For collective agreement #2, the payment of each sick day will be equivalent to eight (8) hours.
- Employees can opt to use their sick days to cover for the waiting period for STD.

The parties agree upon in Montreal on June 19th, 2025

Ryan Coles
Specialist Director, Employee Relations

Dave Kissack
President council 4000, UNIFOR

Cory Will
President local 100, UNIFOR

REER – Fonds de Solidarité FTQ (Quebec Only)

Agreement

COME IN: VIA Rail Canada Inc.

Hereinafter referred to as "the Employer"

AND: UNIFOR National Local 100

Hereinafter referred to as "the Union"

Subject: Fonds de solidarité FTQ

WHEREAS: UNIFOR, Local 100, has requested, for the good of their members, that they be allowed to join the FTQ's Solidarity Fund on a voluntary basis;

WHEREAS: AND WHEREAS the parties agree that it is important for employees to be able to save in a variety of ways, despite the advantageous pension fund offered by the employer;

WHEREAS: this project includes the UNIFOR Local 100 employee group;

WHEREAS: implementation of this agreement will only be effective after the signing of the renewal of the collective agreement, due in December 2024.;

THE PARTIES AGREE AS FOLLOWS :

1. The preamble

The preamble forms an integral part of this Agreement and proceeds to its interpretation.

2. RRSP contribution:

- The employer agrees to work with the union to allow employees who wish to do so to contribute to the Fonds de solidarité FTQ by means of a systematic payroll deduction (RSS);

3. Payroll deductions:

- The Employer agrees to deduct from the salary of each employee who so desires, who has signed the prescribed enrolment form and who has read the "Simplified Prospectus of the Fund", the amount indicated by the employee for the specified term or until further notice.

4. Registration period:

- It is understood that the Employer will proceed with two (2) registration periods per year and that the employee may enrol only during these two identified periods. These periods will be identified at the employer's option;
- The employer will allow the Fonds to conduct fundraising campaigns before and during registration periods at each location where Unifor Local 100 has members. To do so, the UNIFOR official will need to contact the Director of Labour Relations to advise of the periods and locations covered by these campaigns. It is understood that these campaigns must not interfere with the operation of operations in any way and do not have the effect of modifying the work schedules of employees.

5. Changes to contributions:

- An employee may at any time, during the periods set out in point 4 of the said agreement only, change the amount of his or her HSS or cease to contribute to an RRSP to the Fonds by sending a notice to that effect to the Fonds or, if there is a notice to that effect, location, through the Local Officer (LR);

6. Tax reductions:

- The parties agree that, in accordance with provincial and federal tax legislation, all employees who have joined the RSS will immediately benefit from the tax reductions to which they are entitled when they contribute by RSS to an RRSP at the Fund.

7. Application:

- It is understood that the employer reserves the right to determine the applicable rules that comply with the guidelines imposed by the Fonds. It is expected that the Employer will impose the contribution limit of five thousand dollars (\$5000) on Employees.

8. Compliance with procedures:

- The employer agrees to comply with the Fund's remittance procedures.

9. Monthly Rebates:

- The employer will send a copy of the monthly remittances to the Solidarity Fund, at attention of the designated person;

10. Entry into force and duration of the agreement

- This agreement will take effect within 90 days of the signing of the new UNIFOR Local 100 collective agreement and will be in effect for the duration of the collective agreement. The employer reserves the right to terminate it at any time, subject to 90 days' notice.

11. Case in point

- This Agreement is a case in point and shall not be relied upon as a precedent by either Party in any other case.

In the meantime, The parties have signed in Montreal, 13th day of February 2025.

VIA RAIL CANADA INC.

UNIFOR local 100

Montreal QC, May 8, 2025

Mr. Cory Will
President
Unifor, Local 100

Dear Mr. Will:

Please find below the actual list of employees entitled to access the parking at Central Station with associated permissions and/or conditions. Note that the employee names on the list may change, however during the life of the collective agreement the Corporation will provide parking passes outlined below for Unifor Agreement 3 members who work at the Central Station. However, note that four (4) parking spaces for employees who work outside of public transportation hours will be guaranteed and the remaining parking spaces will be subject to availability.

[illegible]

Montreal, QC, May 8, 2025

Subsequently, it is understood between parties that:

- Employees should only access parking spaces half an hour prior to their working hours and exit the parking space promptly at the completion of their shift.
- Employees cannot access parking outside of their working schedule. If the Corporation receives a complaint or report from any CN or Cominar security agent, it can result in the cancellation of the passes.
- In the event that CN or Cominar withdraws consent for one or more of the passes, then representatives of the Parties will meet within the next ten (10) business days in an effort to resolve the issue.

If you need any other details, please contact the undersigned Sincerely,

Sincerely,

Ryan Coles
Specialist Director, Employee Relations
VIA Rail Canada

Signed and dated this 19th day of **June, 2025**, in the City of Montreal, Province of Quebec.

For the Company:

Ryan Coles
Specialist Director, Employee Relations

Thomas Drouin-Shannon
Senior Advisor, Employee Relations

Liam Fady Abdelhay
Advisor, Employee Relations

Karine Chapados
Senior Director, Employee Experience

Benoit Morin
Senior Manager, Customer Experience

Frederic Brisson
Senior Manager, Equipment and
Real Time Maintenance

Michael Dufresne
Director, Financial Advisory Service

For the Union:

Cory Will
President, Local 100

Shane Silver
Vice President, Local 100, Mountain

Jason Lancaster
Vice President, Local 100, Prairie

Josh Geller
Vice President, Local 100, Great Lakes

Simon Moreau
Vice President, Local 100, St. Lawrence &
Atlantic

Patrick Desgagne
Local Representative, Local 100 – VIA Rail

Nathan Henderson
Local Representative, Local 100

Mathieu Paquette

Chief Human Resources Officer

Chris Garrod

Vice President, Health & Safety
Legislative Affairs

Zoltan Czippel

Staff Representative, UNIFOR

Marc-André Paré

Staff Representative, UNIFOR