

(4) An employee who is eligible to receive an adjustment allowance under paragraph (2) of this Schedule may, at his option to be exercised within thirty days after the effective date of any such measure, plan or arrangement, resign and (in lieu of an adjustment allowance and all other benefits and protections provided in this schedule) accept in a lump sum a separation allowance determined in accordance with the following table:—

| Length of Service | Separation Allowance |
|---------------------------------|----------------------|
| 1 year and less than 2 years | 3 months' pay |
| 2 years and less than 3 years | 6 months' pay |
| 3 years and less than 5 years | 9 months' pay |
| 5 years and less than 10 years | 12 months' pay |
| 10 years and less than 15 years | 12 months' pay |
| 15 years and over | 12 months' pay |

One month's pay shall be computed by multiplying by 30 the daily rate of pay applicable to the position last occupied prior to the date of the measure, plan or arrangement.

(5) No employee who is continued in employment and who is transferred from one place to another place or from the service of National Railways to Pacific Railways, or *vice versa*, or to any new company referred to in paragraph (a) of subsection two of section sixteen of this Act, shall, by reason of any such measure, plan or arrangement, be deprived of his pension rights, but such pension rights shall continue as if such transfer had not been made, and any such employee may continue to contribute to the pension fund under the pension plan of the company by which he was formerly employed and upon retirement shall be entitled to receive his pension from that company.

(6) (a) Notwithstanding the provisions of section one hundred and seventy-nine of the Railway Act which relate to compensation of employees for financial losses caused to them by removal, closing or abandonment of any railway station or divisional point, any employee who is continued in employment and who is required by the employing company to change his place of residence as a direct result of any such measure, plan or arrangement, shall be compensated by National Railways or Pacific Railways, as the case may be, in whose service he is employed:

i. For all reasonable travelling and moving expenses of such employee and his family and for working time lost as a consequence thereof;

ii. For financial loss suffered in the sale of his home for less than its fair value, and in each case the fair value of the house in question shall be determined as of a date sufficiently prior to the measure, plan or arrangement to be unaffected thereby, and the employing company shall in each instance be afforded an opportunity to purchase the home at such fair value before it is sold by the employee to any other party;

iii. For financial losses suffered by reason of such employee holding an unexpired lease of the dwelling occupied by him as his home.

(b) No claim for compensation shall be made in respect to changes in place of residence subsequent to the initial change caused by such measure, plan or arrangement and which grow out of the normal exercise of seniority in accordance with working agreements.

(c) No claim for expenses or financial loss shall be paid unless presented within three years after the effective date of such measure, plan or arrangement.

(d) In case of a dispute arising in respect to the value of a home, the loss sustained in its sale, the loss under an agreement of sale and purchase, loss and cost in securing termination of lease, or any other question in connection