

Memorandum of Agreement

between

Goderich-Exeter Railway Company Limited
(hereinafter “the Company”)

-and-

The Canadian Council of Railway Operating Unions
 (“CCROU”)

-constituted by-

The Brotherhood of Locomotive Engineers
 (“BLE”)

-and-

The United Transportation Union
 (“UTU”)

(hereinafter, “the Council” or “CCROU”)

1. The Company recognizes the Council as the sole and exclusive bargaining agent for the following employees, that is, Locomotive Engineers, Conductors, Car Inspectors and Diesel Electricians/Machinists on the Goderich-Exeter Railway, the Guelph Line and all other railway properties which it may hereafter acquire or control, whether directly or through a related company. For the purpose of clarity, the Council's bargaining rights do not include the employees employed in connection with The Cape Breton and Central Nova Scotia Railway or The Ontario L'Original Railway.
2. The parties agree that the terms of the attached agreement shall be the collective agreement between the Goderich-Exeter Railway Company Limited and the Council with respect to the Goderich –Exeter Railway and the Guelph Line.
3. The parties further agree that with respect to any railway operations acquired in the future by the Company within Canada, each railway shall have a separate collective agreement which is based on the attached collective agreement, but having terms and conditions which are tailored to the specific location, type of operation, employee make up and any other local requirements.
4. The parties agree to make every effort to conclude such collective agreement in respect of such new properties prior to operations commencing.
5. All employees covered by the attached collective agreement will be given preference, subject to having the required qualifications, over new hirees for any newly created positions at any railway operations acquired in the future by Company within Canada, whether directly or through a related company.

Signed this 04th day of February 2000.

Goderich-Exeter Railway Company Limited

Per: _____

Canadian Council of Railway Operating Unions

Per: _____

Collective Agreement

BETWEEN:

Goderich-Exeter Railway Company

("the Company")

And

The Canadian Council of Railway Operating Unions

("CCROU/Council")

Constituted by the Brotherhood of Locomotive Engineers
("BLE") and the United Transportation Union ("UTU")

Preamble:

(The Labour organizations may, from time to time be referred to as the “Council” or “CCROU” and collectively as the “Council” or “CCROU”). This Collective Agreement (“Agreement”) recognizes the unusual principles and conditions existing within the short line railroad industry that are not applicable to the major railroads.

The Company, the Council , and the employees further recognize that they have a common interest in the railroad industry. Therefore, a working system of harmonious relationships is necessary to maintain a rapport among these parties and with customers, the public, and other stakeholders. All concerned will benefit by continued peaceful and harmonious relationships, and any differences must be settled through rational common sense methods. The basis for the relationship between the Company and the Council is one of co-operation for the benefit of all stakeholders in this Agreement as well as the customers and other stakeholders in the business of the Company.

In order to successfully promote these concepts, the parties have agreed to recognize and make provisions for an orderly system of collective bargaining relations between the Company and the Council, the prompt and orderly resolution of grievances, the effective operation of the Company’s business without interruptions or interference with work, the provision of the highest quality service to the Company’s customers in the most efficient manner possible. The Company recognizes that the Council and exclusive bargaining agent for all employees as described in Article 2.

Goderich-Exeter Railway Company Limited – Territory

The Goderich-Exeter railway consists of all trackage formerly Operated by Canadian National Railways on the former Guelph Subdivision between Mileage 30.00 at Silver (Georgetown) and Mileage 118.8 at London East and the initial trackage of the Goderich-Exeter Railway Company between Mileage 00.01 (Stratford) and Mileage 45.9 Goderich and Mileage 21.4 Centralia and Mileage 45.5 Clinton. All in the Province of Ontario.

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ARTICLE 1

DEFINITIONS

The term Council shall mean the duly elected or appointed officers of the Canadian Council of Railway Operating Unions (the "Council").

- 1.1 The term "representative" of the operating employee shall mean the duly accredited representative designated by the Council.
- 1.2 The term "Company" shall mean the Goderich-Exeter Railway Company Limited. .
- 1.3 In this Agreement, words importing the singular shall include the plural and vice versa where the context requires. The use of such words as "he", "his" and "him" as they may appear in the Agreement are not intended to restrict the application of the Agreement or a particular rule to a particular gender, but are used solely for the purpose of grammatical convenience and clarity. Accordingly, words importing the masculine gender shall include the feminine gender where the context requires.

ARTICLE 2

RECOGNITION

- 2.1 The Company recognizes the following Unions (CCROU) as the particular sole bargaining agent for those employees of the Company in the classification of Operating Employee, that is:
 - (a) CCROU (BLE) - Locomotive Engineer
 - (b) CCROU (UTU)- Conductor
 - (c) CCROU (BLE &UTU) – Diesel Machinists/Electrician and Car Inspectors

ARTICLE 3

MANAGEMENT RIGHTS

- 3.1 It is recognized that the management of the business is vested in the Company whose discretion and judgement shall control the operations of the Company, the selections and retention of employees, the work and duties to which operating employees are assigned, and the right to hire, transfer, promote, demote, suspend, and discharge for just cause, provided that the rights granted in the Article are not in violation of the provisions of this Agreement or any applicable Federal or Provincial laws.
- 3.2 The Company will have the right to use management personnel if there are no qualified employees available at either straight time or time and one half. This does

not preclude the Company from the use of management staff to perform work of a short term and in a limited quantity that at the time of performing such duties there are no laid off employees within the terminal.

ARTICLE 4

TERM OF AGREEMENT

- 4.1 This Agreement shall become effective on the commencement of operations by the Company on November 15, 1998 and shall continue in effect for a period of thirty-seven (37) calendar months and fifteen (15) days. Thereafter, this Agreement shall continue in effect from year to year unless either party gives notice to the other of its desire to revise or supersede this Agreement, such notice to be given not less than one hundred twenty (120) days prior to the date upon which this Agreement would otherwise terminate.
- 4.2 The provisions of Article 4.1 shall not be construed so as to constrain the parties to this Agreement from making any changes to or from adding to the scope or application of or from extending the provisions of this Agreement during the term of this Agreement that are mutually acceptable.
- 4.3 Local Agreements or agreed Rules necessary to meet local conditions may be negotiated on terms and conditions and made effective, subject in each case to the approval of the officer of the Company designated by the Company and of the Council, and subject to either parties having the right to cancel the rules on thirty (30) days written notice.

ARTICLE 5

PRIOR SENIORITY RIGHTS

- 5.1 The Company agrees to recognize the prior seniority rights protection of former Goderich-Exeter Railway Limited employees on the property leased from CN (Guelph Subdivision) who transfer to the new Company on the date of commencement of operations.
- 5.2 As defined in the previous paragraph, employees with prior seniority rights, on the former Goderich-Exeter Railway Company Limited will be given preference for all newly created assignments with the new Company.

ARTICLE 6

SENIORITY

- 6.1 Service shall mean an operating employee's length of continuous service with the Company. An operating employee shall maintain and accumulate seniority while he is in the full-time employ of the Company from the first day of his employment with the Company. Unless otherwise specifically expressed, seniority shall be applied on a classification basis. The Company agrees to recognize the length of continuous service with Goderich-Exeter Railway Company Limited of any employee who transfers from the aforementioned Company and who is subsequently hired by the newly merged business on the date of commencement of operations on the subdivisions purchased by the Company from CN, for the purposes of placement on the seniority roster according to his seniority from Goderich-Exeter Railway Company Limited. Newly hired employees will not be placed on the seniority list until they complete their probationary period
- 6.2 Notwithstanding the provisions of Article 6.1, the seniority rights of each newly hired operating employee shall start from the day he can begin his first tour of duty in the respective classification as an employee of the Company. Should two or more operating employees begin work on the same day their seniority shall be pre-determined prior to commencing their assignment.
- 6.3 A newly hired operating employee shall serve a probationary period of one hundred eighty (180) calendar days. During a newly hired operating employee's probationary period, the Company may terminate the employment relationship at any time and for any nondiscriminatory cause. Qualified former operating employees of the Goderich-Exeter Railway Company Limited that transfer to the new business shall not be subject to a probationary period.
- 6.4 (a) The Company shall maintain a seniority list showing the established seniority date and qualifications for each operating employee.
- (b) When filling a permanent or temporary vacancy, the Company shall fill the vacancy in accordance with Article 16.2. If the Company is unable to fill the vacancy from within the specific craft, employees from other crafts who may make application will be awarded the position on the basis of company seniority provided the employee with the greatest seniority has the qualifications to perform the work as advertised.
- (c) The operating employee making application for the advertised vacancy must be able to meet the qualifications of the job or be expected to qualify for the position claimed and pass any required examinations for the job within a reasonable time frame. An advertisement for a job vacancy will include a job description and the qualifications for the job. In accordance with bulletins advertising a training opportunity the senior applicant will have the first preference and must qualify in seniority order.
- (d) If a position is not filled from within the Company as provided for in this Article 6.4 the Company may externally advertise the position.
- (e) An employee who is unable to meet the required qualifications to perform the job or pass any required examination for the job after being given a reasonable period

of time to qualify as defined in the training program will be returned to his former position.

(f) If an employee accepts the position and then refuses to fulfil the requirements of qualifying for the position or withdraws his acceptance prior to meeting said qualifications, he shall be returned to his former position and be restricted from making application for the same position in the future.

- 6.5 In cases of lay off, junior operating employees shall be demoted or laid off in reverse order of their seniority within their job classification as defined in Article 2. The Company shall give as close to forty-eight (48) hours as possible as notice of lay-off. Recalls will also be based on seniority in the classification concerned.
- 6.6 The Company shall recall employees by registered mail to the last known address of the employee. It shall be the responsibility of the employee to keep the Company advised in writing of his address. The employee shall advise the Company within (5) days of such notice of recall his intention of return to work and shall present himself for work within fifteen (15) days of giving notice of intention to return. Employees failing to give such notice or to present himself at work within the appropriate time limits will forfeit all seniority rights and their services will be dispensed with. Seniority shall accrue during periods of vacation, leave of absence, and lay-off of up to a period not to exceed two years.
- 6.7 Seniority shall not be forfeited except in cases of death, retirement, absences without leave of five (5) days or more, or resignation from the Company, violation of Article 8.2 or failure to accept or respond to recall as provided for in Article 6.6.
- 6.8 The Company shall maintain separate classification seniority rosters for it's operating employees which shall be published once a year on November 1st. The Company will mail, via Canada Post, a copy of such list to each affected operating employee's last known address and in addition will provide a copy to the Council. The rosters shall be held open for thirty (30) days to allow an operating employee, through his Council, the opportunity to appeal his position on the roster(s) in writing to the Company. Once the roster is unchallenged for thirty (30) days, it may not be changed thereafter except by mutual agreement between the Council and the Company.
- 6.9 Notwithstanding anything to the contrary in this Agreement, nothing shall preclude or limit the type of work that an operating employee may be asked to perform provided that the operating employees has been trained and qualified for the type of work required to perform.
- 6.10 Subject tot he availability of junior operating employees, an operating employee may waive recall without the loss of seniority for vacancies with an expected duration of less than ninety (90) calendar days.

ARTICLE 7

GRIEVANCE AND ARBITRATION**PROCEDURE**

- 7.1 A grievance concerning the interpretation or alleged violation of this agreement shall be processed in the following manner.

An appeal against discharge, suspension, demerit marks in excess of 30 and restrictions shall be initiated at Step 2 of this grievance procedure. All other appeals against discipline imposed shall be initiated at Step 1B of this grievance procedure.

(a) **Step 1A – Presentation of Grievance to Immediate Supervisor**

In the case of an appeal involving any grievance (except an appeal against discipline), within 28 calendar days from the date of cause of grievance the employee or the Local Chairman may present the grievance in writing to the immediate supervisor. The grievance shall include a written statement of grievance as it concerns the interpretation or alleged violation of the agreement and identify the article and paragraph(s) of the article involved. The supervisor will give a decision in writing within 28 calendar days of receipt of the grievance. In case of declination the supervisor will state the reason(s) for the decision in relation to the statement of grievance submitted. Once a grievance has been declined by the immediate Supervisor, the grievance may be progressed by the Local Chairperson to the General Chairperson for handling at Step 2.

(b) **Step 1B – Appeal to Immediate Supervisor**

In the case of an appeal against discipline imposed, within 28 calendar days of the date on which the employee was notified of the discipline assessed, the Local Chairman may appeal the decision in writing to the General Manager.

The appeal shall include a written statement of grievance as it concerns the interpretation or alleged violation of the agreement, and identify the article and paragraph(s) of the article involved. The written statement in the case of an appeal against discipline should be reduced or removed.

The decision will be rendered in writing within 28 calendar days of receipt of the appeal. In case of declination, the decision will contain the Company's reason(s) in relation to the written statement of grievance submitted.

(c) **Step 2 – Appeal to General Manager**

Within 28 calendar days of the date of the decision under Step 1A or 1B, the General Chairman may appeal the decision in writing to the General Manager.

The appeal shall be accompanied by the Union's contention, and all relevant information concerning the grievance and shall:

(1) be examined in a meeting between the general Manager or delegate and the General Chairman or delegate within 30 calendar days of the date of the appeal. The General Manager shall render a decision in writing within 30 calendar days of the date on which the meeting took place. Failure to comply with this provision will permit the Union to progress the grievance to the Canadian Railway Office of Arbitration on an Ex Parte basis.

(2) Should the General Manager consider that a meeting on a particular grievance is not required, he or she will so advise the General Chairman and render a decision in writing within 60 calendar days of the date of the appeal.

Appeal to Arbitration

- 7.2 A grievance concerning the interpretation or alleged violation of this agreement, or an appeal against discipline imposed, which is not settled under sub-paragraph 7.1 (c) may be referred by any of the signatories to this agreement to the Canadian Railway Office of Arbitration or a mutually agreed adjudication service, for final and binding settlement without stoppage of work.
- 7.3 A request for arbitration shall be made in writing by either party to the other within 60 calendar days following the date a decision is rendered in writing under sub-paragraph 7.1 (c) by filing written notice thereof with the Canadian Railway Office of Arbitration or a mutually agreed adjudication service, and on the same date by service thereof on the other party. In the event that the parties cannot agree upon a Joint Statement of Issue within 2 days of such a request, either party to the dispute may progress the dispute to the Canadian Railway Office of Arbitration on an “ex parte basis”.

General

- 7.4 Any grievance not progressed by the Union within the prescribed time limits shall be considered settled on the basis of the last decision and shall not be subject to further appeal. The settlement of a grievance on this basis will not constitute a precedent or waiver of the contention of the Union in that case or in respect of other similar claims.
- 7.5 Where a decision is not rendered by the appropriate officer of the Company within the prescribed time limits, the grievance may, except as provided in sub-paragraph 7.6, be progressed to the next step in the grievance procedure.
- 7.6 In the application of paragraph 7.1 of this article to a grievance concerning an alleged violation which involves a disputed time claim, if a decision is not rendered by the appropriate officer of the Company within the time limits specified, such time claim will be paid. Payment of time claims in such circumstances will not constitute a precedent or waiver of the contentions of the Company in that case or in respect of other similar claims.

- 7.7 The settlement of a grievance shall not under any circumstances involve retroactive pay beyond a period of ninety calendar days prior to the date that such a grievance was submitted at the first applicable step of the grievance procedure.
- 7.8 Time limits specified in this article may be extended by mutual agreement.
- 7.9 Where provision is made in this article for the appeal of a grievance to a designated Company officer, the Company may substitute another Regional or Area officer for the officer designated by advising the General Chairman concerned in writing.
- NOTE: The provisions of this Article will not prevent the parties from mutually agreeing to have a grievance resolved by a different Mediator/Arbitrator.**

ARTICLE 8

LEAVE OF ABSENCE

- 8.1 An operating employee may be granted a leave of absence without pay up to ninety (90) days at the discretion and upon approval of the Company. The period of leave may be extended at the discretion of the Company. An operating employee granted such a leave shall sign a copy of a written authorization of leave.
- 8.2 An operating employee on leave of absence from the Company may not work for another company unless the Council and the Company mutually agrees to allow the operating employee to work for another company. Any operating employee who engages in such other employment without the consent of the council and the Company shall be considered terminated.
- 8.3 The Company shall grant a leave of absence without pay to any operating employee elected or appointed to a Council office or as a Local or General Chairman or as a delegate to any Council activity for the term of the office or until completing the activity, unless the activity unduly interferes with the operations of the Company.
- 8.4 Employees on unauthorized leave of absences shall be terminated, subject to appeal.

ARTICLE 9

VACATIONS

- 9.1 Operating employees who qualify will receive paid vacation time on the following schedule according to their Company service:
- (a) One (1) year but less than five (5) shall receive two (2) weeks at four percent (4%) of the previous years earnings;

(b) Five (5) years or more but less than ten (10) years shall receive three (3) weeks at six percent (6%) of the previous years earnings;

(c) Ten (10) years or more shall receive four (4) weeks at eight percent (8%) of the previous year's earnings.

Vacation time shall not be accumulated from one year to the next. The Company at its discretion, may allow an operating employee to carry over his vacation to the next year in circumstance where, due to illness or injury, the operating employee had not been reasonably able to take his vacation in the year it became available. There will be no pay for vacation instead of time off unless the Company cannot grant the employee his vacation during the calendar year.

- 9.2 To be counted as a year of service, an operating employee must have been continuously employed for a period of twelve (12) consecutive months. Time off for Council business, time off on account of any authorized layoff, bona fide illness, injury and vacation days, shall count as continuous service for the purpose of this Article. An operating employee with less than twelve (12) continuous months of service with the Company, shall receive vacation pay in an amount equal to four percent (4%) of his total earnings. An operating employee who is hired pursuant to Article 16.1 and who has performed service in only a portion of a full month and is laid off, shall leave that portion of the month counted as a full month of continuous employment for the purposes of this Article.
- 9.3 Vacation requests must be submitted in writing to the operating employee's supervisor between December 1 and December 15 of each year. The Company will respond by no later than January 30 of each year. Those operating employees with the greater amount of Company service will have priority if duplicate requests for the same vacation times are received. When submitting requests, operating employees should include a sufficient number of choices in case of duplicate requests.
- 9.4 With the exception of floating vacation days, all vacations will commence on a Monday and continue as consecutive week(s), except for operating employees who have days off other than Saturday or Sunday in which circumstances their vacation would commence upon completion of the last day of work in their work week, Operating employees entitled to two (2) or more weeks of vacation may split their vacation into not less than one (1) week segments. Operating employees shall be allowed to take up to five (5) of their vacation days as floating vacation days during the year, as long as the Company approves in advance of the day to be taken and as long as the day or days are not added to regularly scheduled vacations.
- 9.5 The Company reserves the right to grant or deny vacation request choices based on the needs of its operations. The maximum number of operating employees who may be on vacation at one time shall be limited to no more than ten percent (10%) of the number of operating employees in a classification. At its discretion, the Company may allow additional operating employees in a classification to be on vacation at the same time. Except in an emergency, once a vacation request is granted, the operating

employee shall be allowed to take the assigned time. If the operating employee's vacation is rescheduled by the Company due to an emergency and the operating employee has prepaid for the vacation and cannot obtain a refund and/or cannot use the prepaid vacation at a later date, the Company shall reimburse the operating employee for out-of-pocket expenses.

- 9.6 If any of the general holidays listed in Article 10.1 occur during an operating employee's vacation or rest day, the operating employee may either be given a day of holiday in addition to his vacation pay or an additional day off at the end of his vacation and the holiday pay at his choice. The operating employee must notify the Company in advance of taking his vacation which option he will choose.

ARTICLE 10

GENERAL HOLIDAYS

- 10.1 The Company recognizes the following as paid holidays:

New Year's Day
 Employees Birthday or a Floating Holiday (employees choice)
 Good Friday
 Victoria Day
 Canada Day
 Civic Holiday in August
 Labour Day
 Thanksgiving Day
 Remembrance Day
 Christmas Day
 Boxing Day

- 10.2 An operating employee who is not required to work on a general holiday shall be paid at the equivalent of the wages he would have earned at his regular rate of wages for his normal hours of work. When a general holiday falls on an operating employee's rest day, such holiday will either be moved to the normal working day immediately following the operating employee's rest day or to such other time upon which the operating employee and the Company agree.

ARTICLE 11

BEREAVEMENT LEAVE

- 11.1 All operating employees shall, due to death of the operating employee's spouse, child, parent, parent-in-law, stepparent, stepchild, grandchild, grandparent, brother or sister, be entitled to three consecutive calendar days bereavement leave. An operating employee will be granted a paid leave of absence and compensated for actual time lost within such three consecutive calendar days.

- 11.2 In the application of this Article, “opening employee’s spouse” means the person who is legally married to the operating employee and who is residing with or supported by the operating employee, provided that, if there is no legally married spouse, it means the person who 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 operating employee.
- 11.3 If the operating employee wishes to have the Company grant an exception to this policy, he must present his request to the President of the Company for consideration. The President may grant an exception in his sole discretion.
- 11.4 If an operating employee is bereaved while on vacation, bereavement leave days shall not be included as part of the vacation period. The vacation days not taken shall be rescheduled through mutual agreement between the Company and the operating employee.

ARTICLE 12

JURY DUTY AND ATTENDING COURT

- 12.1 An operating employee who is summoned or who serves on jury duty and is required to lose time from his assignment shall be paid the difference between the amount paid by the Court for such jury service and the amount of his regular base rate of wages for his regular tour of duty he would have otherwise worked, not including, however, reimbursement from the Courts for meals, lodging or transportation. If jury duty falls during a period of the operating employee’s annual vacation, then the operating employee will have his vacation rescheduled to a time that is mutually agreeable to the Company and the operating employee. Hours paid under this provision shall not be considered as time worked when computing overtime.
- 12.2 An operating employee must furnish the Company with a statement from the Court of the jury allowance paid by the Court and the days on which jury duty was performed.
- 12.3 When attending Court as a witness for the Company or a medical examiner’s inquest in cases where the Company is involved, or if he is subpoenaed by the Crown or Government agencies in cases where the Company is involved, an operating employee shall receive pay for all time lost at his regular base rate of wages, or if the appearance falls on a rest day, he shall be paid actual time in attendance with a minimum of (3) hours. This Article applies to an operating employee who is party to a civil suit brought against him while performing duties on behalf of the Company. This Article does not apply if the operating employee is under criminal investigation. The Company shall be entitled to a certificate for witness fees in all cases.

ARTICLE 13

DISCIPLINE PROCEDURES

- 13.1 Employees who have successfully completed their probationary period shall not be disciplined or discharged without a fair and impartial fact-finding session, unless they accept discipline to be assessed (other than dismissal), in writing, and waive formal fact-finding. However, in cases management determines to be serious (such as theft, altercation, alcohol/drug violations, major accidents, serious misconduct, etc.), the employee may be held out of service pending fact-finding. If a decision is not rendered within thirty (30) days of the fact –finding session, the employee will be considered to be exonerated. When a request for an extension in the time limit is made, concurrence will not be unreasonably withheld.
- 13.2 An employee charged with an offense shall be furnished with a written notice stating the charge or charges within fifteen (15) days following the date all of the necessary information is received by the Company. Within fifteen (15) days of the employee’s receipt of such notice, the Company shall conduct a fact-finding session. The fact-finding session will be conducted between a Company representative and the employee, and his Union representative if the employee so desires. The employee and the Union representative shall be informed of discipline imposed (or if none of the fact that no discipline is imposed) within thirty (30) days following the fact-finding session.
- 13.3 Discipline can be appealed through the grievance procedure stipulated in the present agreement as of the date the decision to impose the discipline under Article 13.2 here above is communicated to the employee.
- 13.4 If it is found that an employee has been unjustly disciplined or dismissed, such discipline shall be set aside and removed from the employee’s record. Where the Company or the arbitrator substitutes another penalty, any arbitration award and the substituted penalty shall remain on the employee’s record. He shall be compensated for loss of wages and/or benefits, if any, suffered by him, resulting from such discipline or suspension, to the extent ordered by the arbitrator, less any amount earned during such period the disciplinary action was in effect.

ARTICLE 14

UNION REPRESENTATION

- 14.1 The Council shall notify the Company of the nature of its elected and appointed representatives.
- 14.2 For the purpose of a grievance, the Company agrees to recognize the Local Chairman as representing the employees in the bargaining unit. The Company further agrees that the Local Chairman shall suffer no loss of basic pay or benefits for attending meetings during regular working hours with the Company.

- 14.3 The Company will recognize a General Chairman who may be assigned by the Council to assist employees in the discharge of their Union duties, and the outside General Chairman shall be granted reasonable access to the Company's premises provided in all cases the Company's permission is granted in advance which permission shall not be unreasonable denied.
- 14.4 The Local Chairman shall be permitted reasonable time during working hours, without loss of basic pay, to investigate or process complaints or grievances. The Union agrees that the investigation or processing of complaints or grievances will be performed by its' representatives in a manner which does not interfere with the work in progress.

ARTICLE 15

DEDUCTION OF DUES

- 15.1 The Company shall, on the payroll for the pay period which contains the 1st day of the month, deduct from the wages of each bargaining unit operating employee within the scope of this Agreement, an amount equal to the uniform monthly dues of the appropriate Council or such other authorized amounts as directed by the Council, subject to the exceptions contained in this Article. The Company shall remit the total amounts deducted to each Council once a month accompanied by a report showing the amount deducted. The Company shall not be responsible financially or otherwise, for any failure to make deductions or for making inaccurate or improper deductions or remittances.
- 15.2 The Company shall provide each new operating employee and each rehired operating employee a form letter outlining to the operating employee his responsibility regarding payment of council dues and initiation fees. Such forms shall be supplied to the Company by the Council.
- 15.3 Regular positions advertised at each change of time shall determine the constituent Union of the CCROU (BLE/UTU) to which dues shall be paid. Such recognition shall continue until the next change of time.
- 15.4 Union dues received from Diesel Machinists/Electrician and Car inspectors shall be paid to the constituent Union of the CCROU (BLE/UTU) on a 50/50 basis. In the event the 50/50 ratio cannot be met the matter shall be resolved between the constituent Unions of the Council and the Company so advised.

ARTICLE 16

POSTING

- 16.1 The Company shall internally post vacancies for positions when it is determined that a vacancy exists. If an operating employee is on authorized leave during the entire

period of the posting, he can exercise his seniority to claim the position not later than the completion of his tour of duty upon return from the authorized leave of absence. Such application can be made to the General Manager.

- 16.2 When the Company determines that a job vacancy in the bargaining unit exists, the Company shall post a notice of the vacancy for a period of five (5) days before the job is to be filled. The notice shall specify the nature of the job, the qualifications required and the salary range for the position. An operating employee who wishes to be considered for the position so posted, shall signify his desire by making formal application to the supervisor specified in the notice within five (5) days of the date of the posting notice.

NOTE A vacancy is determined to exist when a regular position is vacated or anticipated to be vacated for 5 business days.

ARTICLE 17

PAY DAY

- 17.1 All operating employees shall receive wages in accordance with Article 20 of this Agreement. Operating employees shall be paid bi-weekly.
- 17.2 Operating employees leaving the service of the Company shall be furnished with a payment covering all time due on the next pay period.
- 17.3 All overtime shall be shown as a separate item on the pay summary of operating employees.
- 17.4 Operating Employees shall be paid by electronic funds transfer.
- 17.5 An operating employee who has been short paid as a result of no fault of his/her own shall be issued a voucher to cover such a shortage within 5 business days.

ARTICLE 18

MEALS EXPENSE REIMBURSEMENT AND ACCOMODATIONS

- 18.1 The lead locomotive will be equipped with a working hot plate, working fridge, drinking water and baultar or compatible seats. Operating employees will be allowed a unpaid thirty (30) minute lunch period between the fourth and fifth hour. If employees are required to work beyond their normal ten (10) hour assignments a suitable thirty (30) minute lunch period shall be arranged after the tenth hour on duty.
- 18.2 Operating employees who are required to terminate their tour of duty away from their initial terminal shall be reimbursed reasonable meal expenses if held for 24 hours and thereafter for each subsequent 24 hours, or portion thereof, from the start of their first tour of duty in such set of runs.

- 18.3 When an operating employee is tied up for the rest at points other than the designated home terminal of his assignment he shall be provided suitable lodging at the Company's expense. The Company shall consult with the Council regarding the suitability of accommodations.
- 18.4 When an operating employee is required to work away from his headquarters point or is required to attend a Company meeting away from his home terminal, the Company shall either provide transportation or reimburse the operating employee for the necessary cost of transportation and meal expenses if necessary. If automobile, the company shall reimburse him at the rate of thirty-five cents per kilometer (0.35/km) for the kilometers traveled via the most direct highway route. The Company will review this rate on a coverage for their own vehicle, when used under this Article, for a minimum \$1,000,000.00 for Public Liability and Property.
- 18.5 Regularly employees called to protect assignments away from their home terminal shall be compensated as follows:
- (a) Between Kitchener and Goderich – 1.5 hours one way.
 - (b) Between Stratford and Goderich – 1.0 hours one way.
 - (c) Between Kitchener and Stratford - .75 hours one way

ARTICLE 19

EMPLOYEE HEALTH AND PHYSICAL FITNESS

- 19.1 Annual medical and eye examinations will be arranged and paid for by the Company. The Company shall pay the operating employee his regular rate of wages for the time he spends travelling to and from the place of the examination, the time spent in the examination and for his reasonable costs of travel if the Company required the employee to travel for the examination.

ARTICLE 20

WORK SCHEDULING AND WAGES

- 20.1 All operating employees covered by this agreement shall be paid on an hourly basis. The Company guarantees each regularly assigned full-time employee forty (40) hours weekly. Employees are expected to accept assignment outside of their regular assignments to make up forty (40) hours where required.
- 20.2 Overtime assigned by the Company shall be paid at the rate of one and one-half (1 ½) times the operating employee's regular rate of wages for each hour of work in excess of forty (40) hours weekly.
- 20.3 The Company will discuss the scheduling and implementation of assignments with the operating employees and their Council representatives at:

- a) each change of time;
- b) when the days off have been changed;
- c) when the starting time of the assignment has been changed by 2 hours or more; and
- d) when a new assignment has been established.

Regularly assigned operating employees may not work continuous days during the work week. Where possible and wherever the requirements of service permit, assignments will be bulletined to work consecutive days and to provide a minimum of two consecutive rest days in a work week with a presumption that Saturday and Sunday are the preferred rest days

20.4 All regular assignments shall be re-advertised throughout the Company at the Spring and Fall Change of Time. All assignments shall be awarded on the basis of seniority regardless of terminal location within the Company. Employees moving from one terminal to another while exercising their seniority to the terminals of the Company resulting from the Spring Change of Time are not eligible for payments for travel between these terminals, kilometers, or any other benefit payment by the Company.

NOTE: Each regular assignment shall have one (1) recognized Locomotive Engineer position and one (1) recognized Conductor position. Regular assignments are those assignments which operate or anticipated to be operated for 14 days or more.

20.5 A regularly assigned operating employee held at other than his home terminal shall be paid for his hourly rate of pay for the actual time so held after the expiration of twelve (12) hours from the time relieved from previous duty. Payments accruing under this Article shall be made separately from pay for subsequent service or deadheading.

20.6 The Company shall designate a home terminal for each assignment.

20.7 Regularly assigned operating employees who are required to deadhead will be paid for actual time occupied at the basic hourly rate. Such time will be used in the calculation of overtime and also will be used to make up the operating employee's guarantee.

20.8 Any employee who uses his private automobile with the Company's authorization will be reimbursed at the rate of thirty-five (0.35) cents per kilometer.

NOTE: Employees shall not be compelled to utilize their personal automobile

20.9 **RATES OF PAY**

| | | | | |
|----------------|--------------------------|-------------------------|-------------------------|-------------------------|
| Year Effective | November 1 st | January 1 st | January 1 st | January 1 st |
|----------------|--------------------------|-------------------------|-------------------------|-------------------------|

| | 1998 | 2000 | 2001 | 2002 |
|------------------------------------|-------|-------|-------|-------|
| Locomotive Engineers | 20.00 | 20.40 | 20.80 | 21.22 |
| Conductors | 19.50 | 19.90 | 20.30 | 20.72 |
| Diesel Machinists/ Electricians | 19.50 | 19.90 | 20.30 | 20.72 |
| Car Inspectors | 19.50 | 19.90 | 20.30 | 20.72 |

- 20.10 Employees qualified as both Locomotive Engineer and Conductor shall receive the higher rate of pay regardless of the position. It is expected that when two qualified employees are working one assignment that both employees shall share the duties of both the Locomotive Engineer and the Conductor on alternating days on tours of duty.
- 20.11 (a) Supplemental employees are employees who do not hold regular position with the Company in the classification of Operating Employee.
- (b) Lists shall be established for supplemental employees commencing with the first tour of duty worked.
- (c) Supplemental employees shall be given preference to unfilled regular positions prior to the Company advertising externally.
- (d) Supplemental employees shall be required to pay Union dues. Union dues shall be paid to the constituent Unions of the CCROU (BLE/UTU) on a 50/50 basis. In the event the 50/50 ratio cannot be met the matter shall be resolved between the constituent Unions of the Council and the Company so advised.

ARTICLE 21

OVERTIME

- 21.1 Employees required to work in excess of 40 hours per week will be paid at one and one half the basic hourly rate.
- 21.2 The beginning of the work week for the purpose of this agreement is 0001 Monday.
- 21.3 Employees under the classifications required to report for duty with less than 8 hours rest between completion of the previous tour of duty will be paid one and one half times the basic hourly rate.
- 21.4 The Company will have the right to call a qualified employee at straight time before calling an employee at overtime rates.

- 21.5 In the event there are no qualified employees available at straight time rates, employees will be offered the shift at time and one half in seniority order. Employees must notify the Company prior to commencing their layoff days of their desire to accept or refuse additional assignments while on their lay-off days.
- 21.6 The Company will have the right to use management personnel if there are no qualified employees available at either straight time or time and one half. This does not preclude the Company from the use of management staff to perform work of a short term and in a limited quantity.
- 21.7 Employees called for duty and not used will be paid a minimum of 4 hours at the straight time rate.

ARTICLE 22

CANADA LABOUR CODE

- 22.1 It is the understanding of both parties that items not included in this agreement or Company policies will be covered by the Employment Standards Act / Canada Labour Relations Act.

ARTICLE 23

GROUP HEALTH AND OTHER BENEFITS

- 23.1 The Company shall maintain the benefits as described in the attached benefits schedule. The cost of these benefits will be paid one hundred percent (100%) by the Company.
- 23.2 The employees transferred from the pre-existing operations of the Goderich-Exeter Railway Company Limited shall be eligible for these benefits at their date of transfer with the Company. Except while on maternity leave, employees must pay when due the entire premiums payable under the plans and programs while on an unpaid leave of absence in excess of one (1) month.
- 23.3 The Company may select another insurer in lieu of the current one. Provided the employees are notified at least thirty (30) days in advance.
- 23.4 The Company is deemed to have discharged its obligation under this Article once it has obtained from an insurance company or companies a policy or policies and has paid those premiums it has agreed to pay. The Council expressly acknowledges that the Company is not liable to make any payments to an employee or employees or any person claiming any benefits under any benefit plan.

- 23.5 The Company shall establish a defined contribution pension plan. The Company shall make an annual contribution to the plan equal to 5% of the employee's annual regular earnings.

ARTICLE 24

SICK LEAVE

- 24.1 Each operating employee will be allowed to take a maximum of six (6) sick leave days in one (1) year and is to be used in conjunction with the Company's Short Term Weekly Indemnity Plan. Sick leave days may not be used in conjunction with vacation and may not be accumulated from year to year.

ARTICLE 25

BONUS INCENTIVES

- 25.1 All operating employees covered by this Agreement are eligible to participate in the bonus incentive sharing plan established by the Company.
- 25.2 The total Company amount for distribution to all of its employees is determined as follows:
- Operating Income times four percent (4%) guaranteed.
- 25.3 The amount for distribution is shared among all employees of the Company in the proportion of the number of work weeks completed by an employee during the period relative to the total number of work weeks completed by all eligible employees during the period.
- 25.4 Should a profit be generated the Company will guarantee a sharing amount of a minimum of four percent (4%) of the regular earnings of an operating employee paid quarterly for the years ending December 31st, 1999, 2000, and 2001.
- 25.5 The Company will make available to an independent auditor agreeable to both the Union and the Company the details of the calculation at the end of the year, together with the audited financial statements of the Company.

ARTICLE 26

REPORTING PAY AND CALLING PROCEDURE

- 26.1 When an operating employee is called and reports for duty and is not required for service he shall be allowed pay at the applicable rates of pay with a minimum of three (3) hours. If he is held longer than three (3) hours, he shall be allowed minute for minute for all time held.
- 26.2 Except in an emergency, the Company shall provide at least a two (2) hour call in advance of the on-duty time. The Company shall not be required to call an employee who is in assigned service except to inform him if a train is delayed and to inform him of the new on-duty time.

ARTICLE 27

PERSONNEL FILES

- 27.1 An employee shall have access during normal business hours, or such other time as may be arranged, to the personnel file that relates to the employee. Such access shall be granted upon reasonable prior notice and in the presence of a Personnel Officer.
- 27.2 An employee shall receive a copy of any disciplinary documentation placed in his file(s).
- 27.3 Employees shall have the right to make written comment on the material contained in or omitted from their personnel file and to have those written comments included as part of their file. Employees may want to respond in writing explaining such documentation.

ARTICLE 28

HEALTH AND SAFETY

- 28.1 The Company shall establish a Health and Safety Committee made up of at least one (1) member from management and one (1) member from each constituent Union of the Council.
- 28.2 The Health and Safety Committee shall meet quarterly and shall consult and make recommendations to the Company concerning the furtherance of health and safety measures, including but not limited to the reduction of ergonomic hazards in the workplace and to conduct such other functions as required by the applicable Federal and/or Provincial legislation governing Occupational Health and Safety.

ARTICLE 29

SAFETY EQUIPMENT AND TOOLS

- 29.1 Many duties require that the employee wear personal protective equipment. The Company shall provide hard-hats, safety vests, safety glasses, gloves, together with an annual contribution of two thirds (2/3rds) of the total costs for CSA Approved footwear not exceeding One Hundred and twenty-five (\$125) Dollars (with receipts) towards safety boots. Employees failing to wear and use proper Safety equipment will be reported to the Joint Performance Review Committee and subject to the Company discipline where warranted.
- 29.2 The Company shall provide the basic required equipment for an employee to carry out his duties. Such equipment shall include, but not be limited to: batteries, lanterns, bulbs, radios, radio harnesses, and hearing protection. Employees are responsible for the safe keeping and the return of all such equipment.

ARTICLE 30

MATERIAL CHANGES

- 30.1 The parties agree to be bound by the Canada Labour Code regarding Material Changes but further agree to negotiate an Article covering this subject within twelve months of the effective date of this Agreement.

ARTICLE 31

CREW CONSIST

- 31.1 Unless otherwise provided in this Article, all assignments will have two operating employees - a Locomotive Engineer and a Conductor. Additional operating employees may be assigned as required. When the auxiliary train is used in continuous service (twelve hours or more) two Locomotive engineers will be called.

ARTICLE 32

TRAINING

- 32.1 The Company shall establish training and qualification programs for each classification after consulting with the Council. These programs are intended to assist an operating employee to gain better knowledge of his job and to learn new skills.

- 32.2 An operating employee who applies for or accepts training and then refuses to fulfill the requirement for qualifying for the position or withdraws his acceptance prior to meeting said qualifications, will be returned to his former position. In situations where extenuating circumstances are involved, the operating employee's case will be reviewed by the Company and the appropriate General Chairman.
- 32.3 An employee who is in training will be paid his regular rate of wages for the actual time spent in training and shall be reimbursed for his reasonable costs of travel. Employees will also receive their regular rate of wages for traveling to and from the training location if different from home terminal. In the event the classification being trained for is less than the employee's regular rate of wages, the higher amount will be paid.
- 32.4 An employee while in training shall not form part of the working crew for the first and last month of the training period unless as otherwise mutually agreed to between the Company and the Council.

ARTICLE 33

INJURED ON DUTY

- 33.1 Operating employees injured while at work will not be required to make accident reports before they are given medical attention, if required, but will make them as soon as practicable thereafter. Proper medical attention will be given at the earliest possible moment.
- 33.2 An operating employee prevented from completing a shift due to a bona fide injury sustained while on duty will be paid for that full shift at straight time rates of pay, unless the employee receives Workers' Compensation benefits for the day of the injury, in which case the operating employee will be paid the difference between such compensation and payment for their full shift.

ARTICLE 34

NOTICE BOARDS

- 34.1 Notice Boards will be provided for posting of notices by the Council.

ARTICLE 35

MEDICALLY RESTRICTED

- 35.1 Situations may be encountered wherein operating employees with medical restrictions find their work opportunities severely limited. In such cases, it is agreed

that both parties would work towards a mutually satisfactory solution based on the promise of reasonable accommodation.

- 35.2 If it is determined that the extent of the medical restriction prohibits the operating employee from retaining employment within this Agreement opportunities to provide alternate work within the Company will be explored including opportunities outside of this collective agreement.

ARTICLE 36

NO DISCRIMINATION

- 36.1 Neither the Company nor the Council nor any operating employee shall permit discrimination, intimidation or coercion against any person by reason of sex, marital status, race, national origin, colour or religion.

ARTICLE 37

CERTIFICATE OF SERVICE

- 37.1 When operating employees are dismissed or resign they will:
- (a) be paid within thirty (30) days all monies owed, including vacation pay,
 - (b) be given a certificate, upon request, stating time of service and in what capacities they were employed by the Company.

ARTICLE 38

PRINTING OF COLLECTIVE AGREEMENT

- 38.1 The Company undertakes the responsibility for the printing and translation of, if required the Collective Agreement as may be required from time to time and will absorb the cost of such printing as well as the cost of delivery of sufficient copies to the Local Chairmen within sixty (60) days of the effective date of this Agreement. This will include the cost of printing and delivery of updated pages and the provision of a machine readable file of the Collective Agreement to the General Chairmen.

ARTICLE 39

LOCKER FACILITIES

- 39.1 Locker facilities will be provided at the on duty location for each operating employee and at the away from home terminal if required.

ARTICLE 40

PAGERS AND CELLULAR TELEPHONES

- 40.1 When operating employees supply their own pagers and cellular telephones, the Company will supply to operating employees the proper documentation for income tax purposes.

ARTICLE 41

COMPANY INITIATED MEETINGS

- 41.1 When an operating employee and/or local Council officer or delegate who is not on duty is requested by a Company officer to attend a meeting on a matter initiated by the Company, such employee will be compensated as follows on account of such attendance:
- (a) where necessary reimburse for actual time lost, or a minimum of three (3) hours,
 - (b) for time in excess of four hours, pro rata on a minute basis, and
 - (c) where necessary for any employee and/or official Council representative to travel from another terminal or if such operating employees' assignments are located at other than the location of the meeting attended, they will be reimbursed for actual reasonable expenses for meals, traveling costs and hotel/motel accommodation (in addition to payment outlined in sub-paragraphs (a) and (b) above), as approved in advance by a Company Officer. Expenses with receipts will be paid.

ARTICLE 42

APPLICATION AND INTERPRETATION OF AGREEMENT

- 42.1 Operating employees or their representatives will call the attention of the supervisory officers to any violation of the terms of this Agreement and if necessary, the General Chairmen will refer such matters to the proper officer of the Company.
- 42.2 Any question of interpretation which may arise will be adjusted by the General Chairmen with the proper officer of the company.
- 42.3 No rule will be made by an officer of the Company changing any generally accepted interpretation of any Article of this Agreement without first having discussed the matter with the General Chairmen. A copy of the rule issued will be furnished to the General Chairmen.
- 42.4 No local arrangements which conflict with the generally accepted interpretation for the provisions of this Agreement will be entered into unless first approved by the General Chairmen affected and the proper officer of the Company.

ARTICLE 43

NO STRIKES OR LOCK-OUTS

- 43.1 The Company shall not lock out any operating employee covered by this Agreement and the Council shall not authorize or take part in any work stoppage, slowdown, strike, or picketing of the Company during the life of this Agreement. The Company reserves the right to discipline, including the right to terminate the employment of any operating employees taking part in any violation of this provision of the Agreement.

Signed this 04th day of February 2000.

CANADIAN COUNCIL OF RAILWAY OPERATING UNIONS

General Chairman
International Brotherhood of Locomotive Engineers

General Chairperson
The United Transportation Union

GODERICH-EXETER RAILWAY COMPANY LIMITED

Jan F. Polley
General Manager

APPENDIX 1**BENEFITS****INSURANCE COMPANY:**

Canada Life Assurance Company of Canada

INSURANCE BROKER:

TO BE ANNOUNCED

1. LIFE INSURANCE AND ACCIDENTAL DEATH OR DISMEMBERMENT

All employees have life insurance amount equal to two (2) times their annual salary. Amount of insurance is reduced by fifty (50%) at the age of sixty-five (65) and terminates at 70 seventy years old. Legal dependents: spouse \$5,000.00 (five thousand dollars), Child: \$2,500.00 (two thousand five hundred dollars) each.

2. MEDICAL BENEFITS

The program covers 100% of the items after having satisfied a \$25.00 (Twenty-five dollars) deductible per individual and a \$50.00 (Fifty dollars) deductible per family. The deductible and the eligible expenses are on a calendar year basis.

- (a) Semi-private room in any hospital in Canada;
- (b) Private duty nurse: \$5,000.00 (Five Thousand dollars) per year;
- (c) Most medications that require a prescription are covered;
- (d) Ambulance services;
- (e) Services obtained by a physiotherapist, psychologist, speech therapist and massotherapist who are good members in good standing with their professional associations and who are prescribed by a doctor, are admissible at a maximum rate of \$40.00 (Forty dollars) per visit to a maximum of ten (10) visits per specialist per year;
- (f) Services rendered by a naturopath, chiropractor, podiatrist, ergotherapist, acupuncturist and an osteopath who are in good standing with their professional association are admissible at a maximum rate of \$40.00 (Forty dollars) per visit to a maximum of ten (10) visits per specialist per year;
- (g) Custom-made orthopedic shoes approved by the insurer and prescribed by a podiatrist paid at \$200.00 (Two Hundred dollars) per twelve (12) months. Special elastic stockings are paid twice a year;
- (h) Emergency travel insurance;

- (i) Laboratory expenses are payable;
- (j) Eye exams are covered at \$35 (Thirty-five dollars) per twenty-four months, glasses at \$100.00 (One hundred dollars) per twenty-four (24) months.

3. **DENTAL BENEFITS**

After an annual deductible of twenty-five dollars (\$25.00) per individual or fifty dollars (\$50.00) per family, the program reimburses:

- (a) One hundred percent (100%) of basic services according to the current dental fee guide of general practitioners;
 - cleaning every six (6) months,
 - complete oral exams every twenty-four (24) months,
 - fillings,
 - extraction of teeth,
 - root canal treatment,
 - gum surgery.

The maximum amount per year is \$1,500.00 (Fifteen hundred dollars).

4. **WEEKLY INDEMNITY**

This benefit replaces 66.67% of your weekly income without exceeding \$1,000.00 (One thousand dollars) per week:

- (a) begins the first day following an accident or a twenty-four (24) hour hospitalization;
- (b) begins the eighth day following a sickness or illness.
- (c) This benefit will be paid up to a maximum of seventeen (17) weeks.
- (d) Monthly premium to employees is \$.60 per \$10.00 of benefit.

5. **MONTHLY DISABILITY**

This benefit replaces 60% of your GROSS MONTHLY SALARY without exceeding \$4,000.00 (Four thousand dollars) monthly and starts as soon as your weekly indemnity payments have expired. This benefit will be paid during twenty-four (24) months if you are incapable of performing several tasks of your daily duties, after that the benefit will continue until age sixty-five (65) if you are incapable of working at any occupation.

Plan members who are occupationally disabled shall be entitled to payment for 24 months, and thereafter at the option of the insurer shall be afforded vocational training suitable to the disability, or continued on benefits.

Employees totally disabled shall be entitled to coverage until they reach age 65.

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November 9, 1998

Mr. Bradford E. Wood
General Chairman
International Brotherhood of Locomotive Engineers
2 Dartmouth Road, Suite 210
Bedford, Nova Scotia, B4A 2K7

Dear Chairman Wood:

Re: Former Employees of the Goderich-Exeter Railway Company (GEXR)
Located in Goderich, Ontario

In view of the tentative collective agreement between the Council and the Goderich-Exeter Railway Company Limited, I propose the following:

- a) Those former employees of the GEXR taking positions in Stratford shall receive a one time flat payment of \$4,000.00 once they commence work at this location.
- b) Those former employees of the GEXR taking position sin Kitchener shall receive a one time flat payment of \$6,000.00 once they commence work at this location.
- c) A one time flat payment for all such employees of the equivalent of one day's pay for a familiarization tour of the area.
- d) Kilometer payment for the use of their private vehicle for such tour, not to exceed 200 kilometers to Stratford and not to exceed 350 kilometers to Kitchener.
- e) These payments are limited to the following employees:

| | |
|--------------|------------------|
| Brian Nickle | Terry Elliott |
| Paul Ford | Shawn Borth |
| Ray Elgie | Kevin Butt |
| Adam Smith | Rob Yull |
| Mike Sterma | Ron Smith |
| Rick Moyer | Paul Smith |
| Dennis Fleet | Matthew McCarron |

Yours very truly,

Jan F. Polley
General Manager

LETTER OF UNDERSTANDING

It is understood and agreed that operating employees holding a position as a Diesel Machinist/Electrician or Car Inspector shall, upon successful completion of any training opportunities, only be released from their current position at the option of the Company.

For the BLE: _____

For the UTU: _____

For the Company: _____

Dated: 04th February 2000