

AGREEMENT

between

GATX RAIL CANADA INC.

acting with respect only to its Service Center in Red Deer, Alberta
(here and after referred to as the "Company")

- and -

UNIFOR

Local 21-A

(here and after referred to as the "Union")

January 9, 2017

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ARTICLE NO. 1

PURPOSE

- 1.1 In the consideration of the maintenance of harmonious relations and settled conditions of employment and recognizing the mutual value of the efficient and competitive operation of the Service Center, recognizing the full value of an adequately trained work force, joint discussions and negotiations on all matters pertaining to hours of work, rates of pay, training and working conditions, as set forth in the Agreement, the Parties hereto have entered into and established this Agreement at Red Deer, Alberta for the purpose of effecting collective bargaining between the Company and the Union.

ARTICLE NO. 2

SCOPE

- 2.1 This Agreement shall cover all employees of the Company's Red Deer Service Center except the Managers, Supervisor, Chief Clerks and the Secretaries. The words "employee" or "employees" when herein used shall mean any person or persons covered by this Agreement.
- 2.2 Employees outside of the scope of this Agreement will not do work covered by the classifications in this Agreement except in cases of emergency.
- 2.3 The Company agrees not to subcontract work normally performed by employees within the bargaining unit which will result in the lay-off of employees qualified to perform that work.

ARTICLE NO. 3

RECOGNITION

- 3.1 The Company recognizes the Union as the sole collective bargaining agency for all employees in the bargaining unit and hereby consents and agrees to negotiate with the Union, or its representatives, in any and all matters affecting labour relations between the Company and its employees. The Company also agrees that the Union may have the assistance of a representative of UNIFOR in any negotiations or discussions between representatives of any parties hereto.

ARTICLE NO. 4

UNION SECURITY

- 4.1 Every employee who is now or hereafter becomes a member of the Union shall maintain membership in the Union as a condition of employment. Every new employee whose employment commences hereafter shall apply for and maintain membership in the Union as a condition of employment.
- 4.2 The Company and the Union agree that there will be no discrimination or intimidation against any employee because of age, sex, creed, race, colour, national origin, union membership or lawful union activity.
- 4.3 The Company will supply each employee with a typewritten booklet of the Labour Agreement, which will contain a copy of the "Check-Off" Form.

ARTICLE NO. 5

CHECK-OFF

- 5.1 Upon receipt of written authorization from any employee who is a member of the Union, the Company shall deduct the monthly Union Dues from the first pay cheque in each calendar month or as otherwise mutually agreed and remit such dues by the tenth day of the next month to the Secretary-Treasurer of the Union, accompanied by the list of names of employees for whom the deductions were made. The Company will supply each new employee with a copy of the current Agreement between the parties.

ARTICLE NO. 6

MANAGEMENT RIGHTS

- 6.1 The Union acknowledges that it is the function of the Company:
 - a) To operate and manage the business;
 - b) To maintain order, discipline and efficiency;
 - c) To hire new employees, and direct the working force consistent with the terms of this Agreement;
 - d) To decide the extension, limitation, curtailment or cessation of operations, and to suspend operations because of storms, fire, breakdown of machinery or equipment, floods, or causes beyond the control of the Company which prevents work;
 - e) To decide kinds and location of equipment to be used;
 - f) To hire; promote; demote; transfer; lay-off; discipline or discharge for "Just Cause" consistent with the terms of this Agreement, subject to the right of the employee concerned to lodge a grievance in the manner and extent provided in this Agreement.

ARTICLE NO. 7

LEAVE OF ABSENCE

- 7.1 The Company agrees that leave of absence, without pay but with maintenance of seniority rights, shall be granted to any designated employee for the purpose of conducting Union business at large, provided, not more than one (1) employee from the same department, or a total of two (2) employees are on leave of absence at the same time. Request shall be in writing by the employee concerned:
- a) For periods not in excess of two (2) calendar weeks at any one time, seven (7) calendar days' notice being required.
 - b) For an indefinite period not exceeding one (1) calendar year, fourteen (14) calendar days' notice being required.
- 7.2 Employees may be granted leave of absence without pay but without loss of seniority or other rights for a period of ninety (90) calendar days for good and sufficient reason when at the discretion of the Company conditions permit it. However, such leave shall not be unreasonably withheld. Request for leave of absence shall be in writing, by the employee concerned ten (10) working days' notice being required.
- 7.3 In the event of the death of the father, mother, step father, step mother, legal guardian, spouse, common law spouse, child, step child, grandfather, grandmother, grandchild, brother or sister of an employee, or the father, mother, grandfather, grandmother, grandchild, brother, sister of an employee's spouse, employees will be granted bereavement leave. Such leave shall be for three working days and may be taken at the time of death and/or funeral. Such leave will be granted without loss of pay up to a maximum of the employees regularly scheduled hours of work (8 hours for employees on 5/8 schedule, 10 hours for employees on 4/10 schedule or 9 hours Monday to Thursday and 8 hours for Friday on Revised Work Schedule) at their basic rate, and to exclude overtime, premiums, shift differential and any temporary higher or lower rate for each day of such leave on which they were scheduled to work. One additional day with pay will be given if an employee is required to travel more than 300 kms, one way, to attend the funeral. Proof in connection with the above article shall be supplied by the employee.
- 7.4 Female employees who have been employed by the Company for a continuous period of 12 months or more are entitled to 18 weeks maternity leave. They will be re-employed in the same position (inclusive of technological changes) at the end of the leave, and with the same salary, benefits and seniority as received when leave began.

Employees who have been employed by the Company for a continuous period of 12 months or more are entitled to 37 weeks parental leave following the birth or adoption of a child. They will be re-employed in the same classification (inclusive of technological changes) at the end of the leave, and with the same salary, benefits and seniority as received when leave began. A female employee who also takes maternity leave shall only be eligible for a total of 52 weeks leave

ARTICLE NO. 8

GRIEVANCE PROCEDURE

- 8.1 If any employee, or a group of employees, has a grievance concerning the interpretation and/or application of the provisions of this Agreement and/or other conditions of employment, then an earnest effort shall be made by both parties hereto to settle the grievance without delay. The matter may be taken up in the following manner:

Step One - The Grievance shall be lodged no later than ten working days after the employee will have had the opportunity to know of the alleged violation. It shall be in writing and signed by the employee or the steward and specify the alleged contract violation as well as the settlement requested on behalf of those involved. The employee together with the steward shall take the matter up with the employee's supervisor who shall render a decision within two (2) working days from the time the grievance was received.

Step Two - If no settlement is reached in Step One, within the next two (2) working days the Local Union Committee will in writing take the matter up with the Service Center Manager, who shall render a decision in writing within ten (10) working days thereof.

Step Three - If the Company's final answer per Step Two is not accepted, within the next ten (10) working days the Union shall notify the Company in writing of its intent to submit the matter to Arbitration and the notice shall contain a statement of the difference of opinion and shall stipulate the matter to be arbitrated.

- 8.2 In the event of the absence of the designated officials of the Company at any step, it shall be permissible to immediately proceed with the next higher step of the foregoing grievance procedure.

- 8.3 Any difference arising directly between the Union and the Company as to the interpretation or violation of the provisions of this Agreement may be submitted in writing by either party to the other at Step Two, instead of following the regular grievance procedure.

- 8.4 Employees or employee representatives shall not leave their work for any of the purposes mentioned in this Agreement without notice to and permission from their Supervisor.
- 8.5 The Union shall notify the Company of the personnel of its Grievance Committee and of any changes thereof and the Company shall notify the Union of its officials designated to handle grievances.
- 8.6 All grievances shall be dealt with on the Company's time during working hours, and no employee or member of the Grievance Committee shall suffer loss of pay by reason of the time spent in discussing grievances with representatives of the Company.
- 8.7 Should the above-mentioned procedure fail to settle any dispute, the parties shall jointly stipulate the matter to be arbitrated. The Union and the Company will each appoint one member to the Board within seven (7) calendar days of notification of the intent to arbitrate. The nominees shall within ten (10) calendar days select a Chairman. In the event the nominees cannot agree upon a Chairman, the Minister of Labour will be asked to appoint a Chairman. The Chairman so selected or appointed shall within fifteen (15) calendar days, convene the interested parties in a hearing of the dispute. Within fifteen (15) calendar days of the hearing the Board, through the Chairman, shall render a written decision thereto. The expense of the Chairman will be shared equally by both parties. An Arbitration Board shall have no power to amend or otherwise alter this Agreement, nor to consider matters not covered by this Agreement. The majority decision of any Arbitration Board shall be submitted simultaneously to both parties and be final and binding upon the employee concerned, the Union and the Company.
- 8.8 Failure to process a grievance by the party grieving within the time limits of this Article shall render the grievance non-arbitrable.

ARTICLE NO. 9

NO SUSPENSION OF WORK

- 9.1 While this Agreement remains in effect, neither the Company nor the Union shall cause a suspension of work because of any differences or disputes that may arise between the two parties as to the interpretation of this Agreement.
- 9.2 If a representative of UNIFOR wishes to speak to Local Union officials in the Service Center concerning a grievance or other official business of the Union, he must first obtain permission from the Service Center Manager.

ARTICLE NO. 10

SENIORITY

10.1 Employees shall not have seniority status until they have completed sixty (60) days worked of continuous service for the Company and until they have been accepted physically fit by the Company's doctor for employment. After an employee has completed sixty (60) days worked probationary period, of employment and passed a satisfactory physical examination, seniority shall date from the beginning of the probationary period. During this probationary period, the Company may terminate the employment at its discretion and such termination shall not be made the subject of a grievance. In the event that two or more employees start on the same day, their punch-in time will be used to determine their position on the seniority list. If the clock times are on the same minute, then the alphabetical order of the surnames will be used.

10.2 In all cases of promotion, demotion, transfer, lay-off and recall, the Company shall consider seniority and ability, and when ability is sufficient to perform efficiently the duties required, seniority shall govern.

Employees being recalled to work after a layoff will be recalled in the reverse order of layoff, provided they have sufficient qualifications to perform the work.

Laid-off employees shall have the same right to bid on permanent vacancies as though they were at work.

Notice of recall will be given to employees by registered mail to their last known addresses. It will be the employee's responsibility to notify the Company of any change of address.

Employees may refuse a recall if the employment being offered is of short term duration, that is, ninety (90) calendar days or less, without losing their rights for recall to permanent employment. The Company will notify the employees of the approximate duration of work at the time of recall.

This ninety (90) calendar day deferment is not to be extended and is in no way to be construed as a guarantee of ninety (90) calendar days of work.

10.3 Employees' seniority shall be lost and their employment terminated in the event of the following:

- a) Dismissal for just cause;
- b) Voluntary resignation;

c) Failure to report for work within three (3) calendar days following a lay-off, after

notice to return to work has been received by registered mail to the last places of address registered with the Company, unless the employees can give a good reason, in writing, satisfactory to the Company for such failure to report in the time prescribed. It is the responsibility of the employees to keep the Company informed of their current addresses;

- d) Lay-off in excess of a period of twelve (12) calendar months;
- e) Failure to report for work immediately following a leave of absence, unless a satisfactory reason is given in some form of notification, whenever practicable within 3 days of the absence occurring;
- f) Absenteeism from work without prior notification and explanation to the Company and a satisfactory reason is given;
- g) An employee, who has been receiving benefits under the Company's sickness and disability plan for non occupational illness or injury fails to return to work when physically able to do so, as determined by a medical practitioner;
- h) An employee, who has been receiving benefits under workers compensation regulations, fails to return to work when physically able to do so, as determined by a medical practitioner.

10.4 Employees' seniority shall not be lost nor their employment terminated in the event of the following reasons of absence from work:

- a) Sickness or accident, confirmed by a doctor's certificate if required by the Company. Any medical examinations beyond those normally required by the employee in the course of the illness (sickness or accident), required by the Company in order to prove fitness, will be at the Company's expense, on Company time and by a Company-named doctor;
- b) Vacations;
- c) Approved leave of absence;
- d) Lay-off not in excess of a period of twelve (12) calendar months.

10.5 A seniority list of all employees in the Service Center shall be posted on the bulletin board within fifteen (15) calendar days following the signing of this Agreement and every three (3) months thereafter. This list shall be open for protest for a period of twenty (20) calendar days from date of posting. Necessary corrections to this list shall be made within ten (10) calendar days following the elapse of the above-mentioned twenty (20) calendar day period. The seniority list shall show names in seniority order, date of seniority and occupational classification of each employee.

10.6 Notwithstanding any of the foregoing, employees who have left, or who subsequently leave the employ of the Company to join the Armed Forces (Active) and who have returned, or who subsequently return to employment with the Company within one (1) calendar year of discharge, hospitalization, or of any subsequent training, shall be granted seniority on the same basis as if they had been continuously employed by the Company.

- 10.7 Vacancies arising from death, retirement, quit, discharge or permanent promotion or demotion of an employee shall be posted on the bulletin board in the Service Center covered by this Agreement for three working days, and shall be filled by step-by-step promotion on the basis of seniority, ability being sufficient to efficiently perform the duties. Job vacancies on 2nd and 3rd shift will be posted. Selections will be made on the basis of seniority, ability being sufficient to efficiently perform the duties.

When a vacancy occurs, existing employees will have first opportunity to bid on those jobs. Successful bidders for Car Repair - B will enter the job at the B1 pay rate and will progress to the top pay rate (B2) after successfully completing 12 months (2080 hours) in the classification.

- a) Employees who bid laterally within Level B will enter the bid job at the B1 pay rate regardless of their current level and shall progress to level B2 pay rate after 3 months (520 hours) in the classification.
- b) Temporary positions arising from a vacated bid position of a 90 day duration or less are not required to be posted. This position must be offered on the basis of seniority, ability being sufficient to efficiently perform the duties. After the 90 days, the temporary vacancy will be posted in accordance with Article 10.8 unless this time period is extended by mutual agreement between the Union and the Company. In the event that the previous incumbent returns to their previous position, the employee will revert to their former position. If required to temporarily fill another job paying a lower rate of pay, the employees' regular rate of pay shall not be changed.

- 10.8 Positions will be bid by classification. Successful bidders for Car Repairer B shall enter the classification at the B1 pay rate and will progress to B2 pay rate after 12 months (2080 hours) in the job classification. Movement between classifications will be through job bidding as described in Article 10.7.

- a) To advance to level A successful bidders must have completed the competencies for progression in the "B" level as outlined in Exhibit B of this agreement.
 - 1) To advance to Level A in the repair area, an employee in the B2 Classification must hold a valid Journeyman Welder Certificate.
 - 2) A certified Stationary Engineer whose rate of pay is equivalent to a Level B2 will be eligible to receive Level A rate when they are filling in as the Engineer in charge of the steam rack and hold a valid Special Boiler Operator Certificate.

- b) Clerks shall have a Classification and Rate Structure separate and apart from the Car Repairer Classification and shall progress through given classifications as follows:

Clerk C - start (1040 hours)
Clerk B - after 6 months in C (1040 hours)
Clerk A - after 9 months in B (1560 hours)
Clerk Leader – bid when opening

A Clerk A shall receive the Clerk Leader rate of pay when replacing the Clerk Leader.

- 10.9 New hires will enter the Company in the C1 level and progress to C-2 pay rate after 6 months (1040 hours) in the job classification unless specific skill requirements necessitate hiring at a higher level or classification. For example; specific welding certificates. New hires shall progress following the job model as outlined in exhibit B of this agreement.
- 10.10 When employees have been awarded a job under Section 10.7, they will remain in this classification unless promoted or given seven (7) calendar days' written notice of reason for demotion or abolishment of job.
- 10.11 Employees awarded a bid position will be allowed thirty (30) days worked in which to prove themselves capable of filling the position concerned. If the employees fail to perform satisfactorily in the allowed thirty (30) days worked, they will revert to their former position without prejudice or loss of seniority.
- However, if before the expiry of said thirty (30) days it appears that said employee is incapable of qualifying for the bid position, the Company may, after consultation with the Union, require the said employee to revert to their former position before the expiry of 30-day probationary period, without prejudice or loss of seniority.
- 10.12 For the purpose of promotion, demotion, transfer, lay-off and recall, the seniority list shall be divided into two departments to be known as:

1. Shop
2. Office

The terms of this Article will apply to each department separately, except that when a vacancy occurs in a department, the employees of the other departments will be given the first opportunity to apply for such vacancy.

- 10.13 An employee appointed to a position with the Company beyond the scope of this Agreement, shall retain seniority rights for a period of one (1) calendar year, or the employee's seniority, whichever is the lesser. In order to retain seniority for this period, the employee must continue to pay dues to the Union and employees in this position may utilize this retained seniority for the purposes of applying for bid job openings as they occur. If no bid jobs were opened, employees may be placed in any other classification and retain their seniority.
- 10.14 The Company will give employees one (1) calendar week's notice of lay-off if an employee's period of employment is greater than three (3) months but less than two (2) years, or two (2) weeks' notice if period of employment is two (2) or more years. In the event that Provincial Regulations should exceed the criteria set forth here, the Provincial Regulations shall apply.
- 10.15 In the event of the curtailment of any part of the work force arising out of the advancement in technology, the Union and the Company will be governed by applicable law relative to employee impacts associated with the change.
- 10.16 Termination of Employment

In the event of the Service Center closure, the Company will provide an employee Written Notice of Termination pursuant to the applicable provincial regulations. In addition, employees will be provided a severance payment equal to one (1) weeks base pay for each full year of service. In order to be eligible for this severance payment the employee must remain with the Company through their date of termination.

ARTICLE NO. 11

SAFETY AND HEALTH

- 11.1 The Company will continue to make reasonable provisions for the safety and health of its employees during the hours of their employment. Such protective devices and apparel as the Company requires to be worn on the job and such other equipment as is, in the opinion of the Company and/or the Safety Committee, necessary to protect the employees from injury on the job, shall be provided by the Company and shall be utilized by the employees.

The wearing of safety boots meeting CSA standards will be compulsory for all employees, excluding office personnel, who regularly work in the shop area. New employees will be required to equip themselves with safety boots at their cost for their first year of employment. The Company will provide a boot allowance of up to \$150.00 per year effective May 1, 2011 and \$160.00 per year effective January 09, 2012. The unspent portion of the allowance may be used for boot repair within that year only. Receipts for both purchase and repair must be provided or the Company

will arrange for payment through a purchase order.

However, employees may claim from the Company their first-year allowance after one year of service.

Under the exact conditions described hereafter, the Company agrees to provide winter clothing for employees assigned to outside work. This benefit will be limited to a total of 10 outfits, namely:

- a) Switching crew and inspector(s) and employees tasked to the pad will have available for their shared use skidoo suits / insulated coveralls plus leather mitts together with woolen liners;
- b) The Engineer in charge of the steam rack will be supplied with a parka and one set of leather mitts together with woolen liners.
- c) Winter boots will be provided annually to employees permanently assigned to work in the following areas: switching crew and steam rack.

The above equipment will be subject to recommendation of the Safety Committee.

When outfits are available other employees required to work outdoors will have access to them.

- 11.2 The Company agrees to provide and maintain suitable first-aid equipment and facilities and to maintain present washroom facilities. The Union agrees to co-operate fully with the Company in the maintenance of this service.
- 11.3 Prescription safety glasses will be supplied if needed at no cost to employees initially after completion of their probationary period and when needed thereafter.
- 11.4 The Company agrees to set up an Occupational Health and Safety Committee, and regulations as prescribed by the Occupational Health Act of Alberta.
- 11.5 If an employee believes that an abnormally dangerous situation exists so that he is in danger of injury or a serious risk to his health, he shall immediately notify his Supervisor. In all cases of disagreement, the employee shall have the right to refer the matter to the Safety Committee.
- 11.6 All employees who are required to work with or are defined as an exposed worker shall be allowed on a biannual basis to undergo a medical examination including a pulmonary function test and chest x-ray, as allowed under Alberta Asbestos Act, by a qualified physician, paid by the company.
All current employees may, upon their request, be included in the biannual examination program whether they are currently working in an asbestos area or not.

ARTICLE NO. 12

STATUTORY HOLIDAYS

- 12.1 The following days shall be observed as holidays without any deduction of pay: New Year's Day, Good Friday, Victoria Day, Canada Day, Civic Day, Labour Day, Thanksgiving Day, Remembrance Day, Christmas Day, Boxing Day and Family Day.

Easter Monday will be considered as a floating statutory holiday and it shall be scheduled at a mutually agreeable time, subject to the existing guidelines governing vacation contained in Article 13.3.

To be entitled to the above-mentioned statutory holidays, employees must have completed thirty (30) calendar days of service and have worked their scheduled shift immediately preceding and immediately following such holidays, unless they were absent with leave or unless they satisfy the Company that their absence was due to illness or injury. Employees who are receiving or will be receiving benefits from WI or LTD or WCB are not entitled to the above statutory holiday pay.

- 12.2 Employees shall be paid at their straight time rate (excluding shift differential pay or any other premium pay) on the basis of their regular daily hours of work for the above, without having to work on these days.
- 12.3 An employee who works on any of the above days, shall be paid at the overtime rate of time and three quarters for all hours worked, in addition to the regular holiday pay as stipulated in Section 12.2.
- 12.4 When any of the above holidays fall on an employee's day of rest, the preceding or next working day shall be considered to be the holiday at the discretion of Management.

ARTICLE NO. 13

VACATIONS WITH PAY

- 13.1 a) Employees with less than one (1) year service will be entitled to vacation at the rate of 3/52 of their gross earnings with time off at approximately one (1) day a month to a maximum of eleven (11) working days.
- b) Employees will be entitled to three (3) weeks vacation at 3/52 of gross earnings

after one (1) year service.

- c) Employees will be entitled to four (4) weeks vacation at 4/52 of gross earnings after ten (10) years of service.
- d) Employees will be entitled to five (5) weeks vacation at 5/52 of gross earnings after twenty (20) years of service.
- e) Employees will be entitled to six (6) weeks vacation at 6/52 of gross earnings after twenty eight (28) years of service.

Employees will be entitled to a 3rd, 4th, 5th and 6th week of vacation on their 1st, 10th, 20th and 28th anniversary date of service respectively.

- 13.2 When a holiday falls within an employee's annual vacation period, such employees shall be paid an additional day's pay and granted an additional day's holiday.
- 13.3 Annual vacation shall be regulated by a mutually agreed upon schedule (to be set by April 30), provided no more than a total of 25% of the employees (excluding office employees) are on vacation at the same time, ensuring that the different areas throughout the Service Center are sufficiently covered, e.g. steam rack, inspection, painters and storekeepers, or by a partial or complete shutdown. The decision to have an annual shutdown will be at the discretion of the Management.
- 13.4 Employees shall be allowed to take their annual vacation at any time during the vacation year, subject to 13.3 above.
- 13.5 In the computation of years of service credit for the annual vacation or for calculation of wages to be paid for the annual vacation, a uniform cut-off date is to be April 30.
- 13.6 In the event an employee is absent from work as a result of taking job related training or due to an on-the-job accident for which the employee receives Workers' Compensation or in the event an employee is ill and qualifies for Weekly Indemnity benefits, such time lost from work, i.e. time lost due to accident and time lost for the period when actually receiving benefits, shall be taken into account in computing vacation pay as follows. Such time shall be deemed to be time worked and employees shall be deemed to have earned their regular basic rate during such time.

ARTICLE NO. 14

RATES OF PAY

- 14.1 The rates of pay, as appended to this Agreement in Schedule "A", shall form part of this Agreement and shall remain in effect for the duration of this Agreement.
- 14.2 Employees shall be paid every second Friday for wages earned during two (2) week period ended on Friday one (1) week earlier than pay day.
- 14.3 The Company shall provide on each pay day, to all employees, an itemized statement of their wages, indicating hours, rate, specific deductions, etc. Payment of wages shall be on Company time.
- 14.4 Effective May 01, 2011 a shift differential of one dollar (\$1) will be paid for hours an employee works on the afternoon shift. A shift differential of one dollar ten cents (\$1.10) will be paid for hours an employee works on the night shift. Shift differential will not be paid for overtime work unless it is a complete shift.
- 14.5 The operator of the mobile repair unit will receive a rate of pay one step higher than his current shop rate of pay. Additional employees required to assist the MRU Operator, will be assigned by junior employee and retain their current rate of pay. If overtime is expected or planned, management agrees to assign the additional staff by seniority.

ARTICLE NO. 15

HOURS OF WORK AND OVERTIME

- 15.1 The standard work week shall be five (5) consecutive working days of eight (8) hours each for day shift and (5) consecutive working days of eight (8) hours each or (4) consecutive working days of ten (10) hours each for the second shift.
- 15.2 The regular work period shall be from 8:00 a.m. to 12:00 noon, and 12:30 p.m. to 4:30 p.m. Should the Company decide a second shift is necessary, then the regular work periods shall be 8:00 a.m. to 12:00 noon and 12:30 p.m. to 4:30 p.m. on the first shift, and 4:00 p.m. to midnight on the second shift with a paid 20-minute lunch period in the second shift. Should the Company decide a third shift is necessary, then the regular work periods shall be 8:00 a.m. to 12:00 noon and 12:30 p.m. to 4:30 p.m. on the first shift, 4:00 p.m. to 12:00 midnight on the second shift, and 12:00 midnight to 8:00 a.m.

on the third shift, with a paid 20-minute lunch period in the second and third shifts.

Irrespective of the number of shifts being worked, outgoing employees shall, under special circumstances, remain on duty until relieved by management decision. In the event the senior qualified employees refuse to remain on duty, the junior employees shall automatically become eligible.

The Company shall give five (5) working days' notice of abolishment or implementation of a shift. Such change shall not be for less than one (1) week.

Upon reinstatement of a shift, all positions will be filled on a voluntary basis. In the event of a lack of coverage, the company will assign the least senior employee, ability being sufficient to efficiently perform the duties.

- 15.3 It is understood and agreed that an employee shall not be penalized by loss of regularly scheduled working hours to compensate for having worked overtime.
- 15.4 Time and three-quarters shall be paid for all hours worked outside of an employee's normal working hours, except as outlined in 15.5 Authorized leave of absence shall be considered as hours worked. .
- 15.5 Double time shall be paid for work performed on a Sunday. .
- 15.6 Employees called in to work at any time outside of their normal working hours, shall receive a minimum of four hours' pay at the applicable rate.
- 15.7 Insofar as possible, employees shall not be required to work overtime.
- 15.8 For calculation of pay, the work day will be considered to start at midnight.
- 15.9 Where for the benefit of an employee a change of regular hours can be made which is satisfactory to the Company, such changes may be made upon notification to the Union. Such agreed-to changes will be considered as the employees scheduled hours.
- 15.10 There will be no pyramiding of overtime or other overtime pay.
- 15.11 Time clocks are to be used only when entering or leaving the Company premises.

ARTICLE NO. 16

BENEFITS

- 16.1 Employees called to serve on a jury or as a subpoenaed witness, will receive from the Company the difference between Jury or subpoenaed witness pay and eight hours' pay at their basic straight time rate. This will be limited to forty (40) hours in any one week. To qualify for the difference in pay, employees must advise their foreperson in writing that they have been called to act as a Juror or as a subpoenaed witness and must submit to the Company the cheques they received for Jury or subpoenaed witness pay.
- 16.2 Should an employee wish to continue working past the age of sixty five (65), said employees will continue to receive and be covered by the benefits based on the limitations of the policies.
- 16.3 Insurance: Each eligible employee will be covered as follows:

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- | | |
|-----------------------------|---|
| 1. <u>Life</u> | One (1) times the employee's annual base salary |
| 2. <u>AD&D</u> | \$ 50,000 |
| 3. <u>Weekly Indemnity:</u> | 66 2/3 + \$40 |

Employees will be entitled to 66 2/3% of their weekly salary up to the maximum benefit plus \$40.

The Company agrees to keep the Weekly Indemnity to this level of benefit at no cost to the employee. The Union waives any and all claims to share U.I.C. rebates for which the Company may become eligible.

4. Long Term Disability Income Insurance (LTD)

Eligible employees will be entitled to LTD benefits to replace wages lost because of lengthy disability due to non-compensable accident or sickness, under the following conditions:

Eligibility Period:

5 years continuous service.

Monthly Benefit Amount:

Upon ratification \$1700
July 9th, 2005 - \$1750.

Waiting Period:

Benefits begin after employees have expired their Weekly Indemnity and Unemployment Insurance benefits.

Benefit Period:

211 weeks non-compensable sickness or accident or death, whichever comes first.

Insurance Clause:

Great West Life standard conditions are applicable to this insurance.
The Group Insurance Plan and the Pension Plan are part of the Agreement.

5. Eye Care

Effective May 01, 2011 up to \$225.00 per family member, every two years.

- 16.4 The Company agrees to supply each employee with a typewritten booklet outlining the main features and provisions of the Health Insurance Plan and the Pension Plan which shall be considered part of the Agreement.

Should there be any discrepancy between the booklet and the Provisions of the master policy and the Pension Plan text, the Provisions of the master policy and the Pension Plan text shall prevail.

- 16.5 The Company agrees to provide the Union with a bulletin board to be prepared and located as mutually agreed, provided that the use of such bulletin board shall be restricted to posting thereon only such notices as have been signed by the President or other authorized signing officer of the Union, and in all cases counter-signed by the Service Center Manager.

- 16.6 Employees required to continue working for more than two (2) hours beyond their regular shift or called in and required to work in excess of four (4) hours shall be allowed a twenty (20) minute paid lunch period and paid \$12.00 in lieu of a hot meal.

The meal allowance will be paid on the pay cheque with no taxes deducted.

- 16.7 In the event an Alberta Health Care Premium is implemented the Company agrees to pay 100% of the premium.
- 16.8 Effective January 9, 2009 the Company agrees to pay employees once only every two (2) years to a maximum of \$75.00 for the cost of eye examination.

ARTICLE NO. 17

CO-OPERATION

- 17.1 The Company and the Union agree that every reasonable effort will be made to co-operate in such a fashion as to maintain a high standard of productivity.
- 17.2 The signing of this agreement disposes of all issues subject to collective bargaining between the parties at this time for the duration of this agreement, and this agreement shall nullify any previous agreements, either verbal or written, which have existed prior to this agreement.

ARTICLE NO. 18

TERMINATION OF AGREEMENT

- 18.1 This Agreement shall become effective the 9th day of January, 2017 and remain effective for the period of three (3) years (until the 8th day of January, 2020), and if no notice of termination or amendment is given as provided herein, the Agreement shall be renewed automatically from year to year and further provided that either party not less than ten (10) calendar months after the 9th day of January, 2020 may give to the other party not less than thirty (30) calendar days or more than sixty (60) calendar days notice of its intention to terminate or seek amendment to this Agreement; and when such notice of intention to seek amendment is given the negotiations on the amendment shall commence within twenty (20) calendar days, and this Agreement shall remain in effect until the negotiations on the amendment have been concluded.

The Company shall be responsible for the wages of the employees who are on leave of absence to negotiate amendments to the Collective Bargaining Agreement but only up to and not including Conciliation, Mediation or similar third-party involvement. As of this type of third-party involvement of subsequent procedures, the Union shall be

responsible for the wages of the employees who are on leave of absence to negotiate amendments to the Collective Bargaining Agreement. Furthermore, notwithstanding Article 7.1, the Company agrees that a total of three (3) Union employees are permitted leave of absence to negotiate amendments to the Collective Bargaining Agreement.

	SCHEDULE "A"			
<i>General Wage Increase</i>	<i>*3.00%</i>	<i>3.00%</i>	<i>3.00%</i>	<i>*3.00% as</i>
<u>Car Repairer Classification</u>	9-Jan-17	9-Jan-18	9-Jan-19	Lump Sum
Lead Hand	37.06	38.17	39.32	2313
Inspector	37.06	38.17	39.32	2313
Level A	35.46	36.52	37.62	2213
Level B2	33.70	34.71	35.75	2103
Level B1	26.89	27.70	28.53	1678
Level C2	23.46	24.16	24.89	1464
Level C1	20.36	20.97	21.60	1270

Clerk Classifications

Clerk Leader	29.15	30.02	30.93	1819
Clerk A	28.16	29.00	29.87	1757
Clerk B	23.84	24.56	25.29	1488
Clerk C	20.36	20.97	21.60	1270

Note 1: Progression will be governed by Section 10.07

Note 2: Hourly premium for AAR and Lining

AAR certified	\$1.15
Lining applicator	\$0.95

**the 2017 "General Wage Increase" will be paid as a lump sum based on a standard 2080 hrs at 3.00% increase on the 2016 base rate. The amount of the lump sum payment is provided herein*

Letter of Agreement No. 1

A premium will be paid for holding a valid journeyman's ticket and a current AAR Tank Car Welding performance qualification for SMAW and FCAW for butt welds in all four positions.

1. Applicants for the premium must be able to weld a successful standard AAR Tank Car welding test piece in the overhead position within 2 hours of receiving unprepared test plates. Applicants must prepare edges for joint, weld the plates together maintaining a qualified procedure parameters and the finished test plate shall pass inspection to AAR Tank Car Standards. Only those applicants who pass this test will be eligible to prepare test plates for the other positions.
2. To retain the premium, the employee must retest to the current AAR Tank Car requirements as required by the AAR (i.e. currently every two years).
3. The employees will retain the premium provided welds are produced to AAR Tank Car standards without excessive rework and within the accepted time standards.
4. The employee will retain the premium for a minimum of two years after qualification and Management reserves the right to not require requalification if the Service Center complement is found in excess. Previous recipients will be given first opportunity to requalify at any later increase in Service Center complement provided they meet the requirements of #1, #2 and #3.
5. Only those employees who regularly work at tank car repairs are eligible to test for the premium.
6. Those employees who hold a valid AAR Tank Car welding performance qualification certificate for only one of the two processes will still be required to weld tank car tanks.
7. All employees who hold AAR Certification for SMAW and FCAW and hold a valid journeyman's ticket are eligible to test for a premium.
8. The decision to increase the complement will rest solely with the Service Center Management.
9. This premium cannot be received as an addition to the lining applicator premium.

FOR THE UNION

FOR THE COMPANY *[Signature]*

10. **RETEST**

The welder will immediately prepare two test plates for each position previously failed and both must pass.

If one of the immediate retest plates fail, the welder will not retest before three months.

After the three month period, the welder will prepare plates for all three positions and immediately prepare two more plates for any position failed.

The welder will not retest before one year if the "three month retest" is failed.

FOR THE UNION



FOR THE COMPANY



Letter of Agreement No. 2

A premium to be paid to a lining applicator for the lining and painting of tank and hopper cars.

1. To receive the premium, the employee must be a GATX RAIL CANADA first class painter or if new employee must have had equivalent experience and:
 - a) Have completed successfully the company training program;
 - b) Be able to apply a lining pin hole free and within the manufacturer's recommendations, particularly surface preparation and condition, thickness, number of coats, etc.;
 - c) Be able to organize and supervise a successful curing procedure to manufacturer's instructions and understand how to operate the controller and curing furnace.
2. Management will have the sole right to decide how many lining applicators are required who will be selected according to Article 10.2.
3. A lining applicator will lose the pay premium if the employee fails to produce linings and painting of the specified quality within the accepted time standards.
4. A lining applicator will retain the pay premium above the Car Repairer A rate for a minimum of 2 years provided he meets the quality and production requirements specified in 1. b and c) above.
 - Management reserves the right to not reappoint a lining applicator at the end of the 2 year period if the number of lining applicators is found to be in excess of production demand.
 - In the event it is determined that additional lining applicators are required, previous lining applicators will be given first opportunity to requalify provided the employee is able to meet the quality and performance requirements as specified in section 1 (a,b,c) above.
5. This premium cannot be received as an addition to the welding premium.

FOR THE UNION

FOR THE COMPANY

Letter of Agreement No. 3

Regarding employee discipline letters:

The company agrees to remove employee disciplinary letter(s) from personnel files under the following conditions.

- Minor rule/policy violations – retained for a rolling 1 year period
- Major rules/policy violations – retained for a rolling 2 year period
- Safety rules violation – retained for a rolling 3 year period

If no further violation occurs during the retention period, the Company shall remove the letter (s) from the employee's personnel file.

[REDACTED]
FOR THE UNION [REDACTED]

[REDACTED]
FOR THE COMPANY [REDACTED]

Letter of Intent Re: Revised Work Schedule February 5, 2009

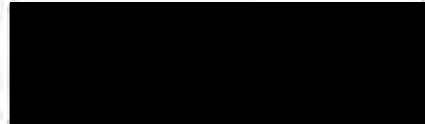
The parties have agreed to the establishment of a revised work schedule, with a 2 week rotation for the Red Deer Service Center. The plan will operate as follows:

1. The service center would remain open 5 days per week with every second Friday off. The employees would be split into "Crew A" and "Crew B" based on department for proper coverage.
Week One – employees work a 9 hour shift at straight time pay, Monday through Thursday. Friday would be an 8 hour day.
Week Two – employees work a 9 hour shift at straight time pay, Monday through Thursday. Friday would be an unpaid day off.
2. There will be a 20 minute, unpaid lunch period at 11:30 a.m. with a 10 minute paid break at 9:00 a.m. and at 2:00 p.m.
3. The work schedule will apply to all Service Center production jobs, Clerical, Maintenance Mechanic, Storekeepers and exclusive of the MRU personnel.
4. The implementation or deletion of shifts shall be dealt with as per the Collective Bargaining Agreement.
5. The second shift schedule will remain unchanged from those detailed in 15.1 of the Collective Agreement.
6. Working hours for the two operating shifts shall be:
Day Shift: 6:30 a.m. – 11:30 a.m. and from 11:50 a.m. – 3:50 p.m.
2nd shift: 3:50 p.m. – 1:50 a.m.
Friday shift: 6:30 a.m. – 11:30 a.m. and from 11:50 a.m. – 2:50 p.m.
7. The Union and Company agree that, due to the fact that 50% of the staff will be off every Friday, the Company may schedule required overtime by department and shift in order to meet critical customer requirements on Fridays. In such circumstances, all scheduled employees will be required to work the scheduled overtime.

8. Employees assigned to the revised work schedule shall receive Statutory Holiday and Bereavement Leave pay equal to their 9 hour or 8 hour shift schedule. Vacation pay will be based upon a 40 hour work week calculation as provided for in article 13.
9. Should the employer find it be necessary to revert back to the hours outlined in Article 15.1 the employer will first meet with the Union to discuss the situation and establish clear goals that will need to be achieved in order to maintain this shift arrangement and allow the Union 30 days to achieve set goals.



Phil Belanger
National Representative





Walter Mason
Director Labor and Employee Relations

Letter of Understanding #5 – Welder Apprentice Training Program Reimbursement Program

The Company agrees that employees accepted into the Welder Apprentice Training Program for the Province of Alberta should be entitled to specific compensation and benefits subject to the following conditions:

1. As a part of completing this training, it will be necessary for one to absent oneself from work on an approved leave of absence for a period of six (6) or up to eight (8) weeks in order to attend training classes per year.
2. Employee health care, life and other benefits continue in full effect during the time of the leave of absence.
3. One's bargaining unit seniority remains in full effect pursuant to the terms of the Labor Agreement.
4. Participants will be eligible for employment insurance under the provisions of the government E.I. plan.
5. The Company will pay an amount on top of the weekly E.I. benefit, to 25% of their weekly entitlement or \$50.00, whichever is higher. Such payments will be made bi-weekly and will coincide with the regular employee payroll dates. In addition, employees are required to provide a copy of their E.I. receipts in order to support and verify the top up amount. Any discrepancies that are noted in the top up amount will be reconciled upon completion of the training.
6. Upon successful completion of training, participants will be eligible for reimbursement for books up to \$200.00 per calendar year, as well as any registration fees up to \$800.00. In order to access this reimbursement, employees must submit receipts for the purchase price of these books as well as any registration expenses.
7. Participants agree to sign an acknowledgment form to stipulate that for reimbursement, they will successfully complete the course and tests associated with this training. They agree to remain in the employ of GATX Rail for a period of two (2) calendar years from the date they successfully complete the training unless effected by lay-off or service center closure. In the event they should breach the conditions set forth in this letter, they agree to reimburse GATX Rail the full amount of the monies you receive pursuant to items #5 and #6 listed above. Further it is agreed that should they be terminated for misconduct or poor performance, in the two (2) year period from the date they successfully completed the training, they agree to reimburse the Company for the monies paid under #5 and #6 above.
8. Employees may waive any payment/ contribution if they so choose.


FOR THE UNION 


FOR THE COMPANY 

Letter of Understanding #6 – PEL

Effective the first month following the month of ratification, the Company will remit \$1,200.00 to the PEL Fund, on an annual basis.

The primary purpose of this fund will be to provide training to bargaining unit members of GATX Red Deer.

[REDACTED]

[REDACTED]

FOR THE UNION

[REDACTED]

FOR THE COMPANY

[REDACTED]

Letter of Understanding #7 – Lead Hand/ Inspector

The parties agree to introduce Lead Hand and Inspector classifications in Schedule A. The 2016 base rate of \$37.06 is the rate upon which any 2017 (or thereafter) increases would apply.

All employees will be paid according to Schedule A classifications and premiums.

New Lead Hand and Inspector positions, if available, will be bid according to the enclosed Lead Hand Job Description and Inspector Job Descriptions and in accordance with Article 10.

The parties agree that all current employees in the classifications of Lead Hand and Inspector will remain in these classifications.

[Redacted]
[Redacted]
FOR THE UNION _____

[Redacted]
[Redacted]
FOR THE COMPANY _____

APPENDIX "A"

UNIFOR

Local No. _____

(Date)

(Company)

You are hereby authorized and requested to deduct from the first pay cheque hereafter payable to me in each calendar month, the monthly Union Dues payable by me to UNIFOR, Local _____ and remit the amounts so deducted to the said Union.

I further authorize my employer to pay the amounts so deducted each month to the person designated by the Union prior to the _____ day of the month following that in which such deduction is made.

This authorization shall become effective upon receipt by the Company.

(Date)

(Signature)

(Witness)

(Address)

Exhibit B (pg. 1)

Not part of 2011 Memorandum, was agreed and negotiated in 2006

Job Structure & Competencies for Progression

Exhibit B

REPAIR	INSPECTION	STEAM RACK	STORES	Finishing	MAINTENANCE
<ul style="list-style-type: none"> • AAR Journeyman Welder • M1002 • NDE LEVEL II • HM 201 • Computer Systems • TC 128 and Weld Overlay 	<ul style="list-style-type: none"> • VT • BRC Billing • OATX Maintenance Guidelines • T.C. Regulations • DOT Regulations • Labour Standards • TDG • Computer Systems 	<ul style="list-style-type: none"> • NDE – Level II • Boiler Ops • GP Cleaning • Flare Ops • Special Boiler Operators Ticket 	<ul style="list-style-type: none"> • Relevant Modules of PMAC • SAP, MMS Computer Systems 	<ul style="list-style-type: none"> • Apply Full Linings 	<ul style="list-style-type: none"> • Journeyman Certificate (Millwright, Machinist, HD Mechanic)



<p>B2</p> <ul style="list-style-type: none"> • MRU Operation • HM 201 Trainee, In-process inspections • Trained in more than one NDE method • Service Equipment Qualification • Brake Testing • Aluminum, Stainless Steel Welding • Stress Relief Training • 3rd Year Welding Apprentice <p>B1</p> <ul style="list-style-type: none"> • AAR Field Manual Course • M-214 – Truck Rebuilds • Valve Repairs and Rebuilds • AWS D 1.5.1 Horizontal, Vertical and Overhead • Leak Test and Coil testing • 2nd year Welding Apprentice
--

<p>B2</p> <ul style="list-style-type: none"> • Valve Testing • Special Boiler Operators Ticket <p>B1</p> <ul style="list-style-type: none"> • Valve removal and repair • Trainee in more than 1 NDE Method
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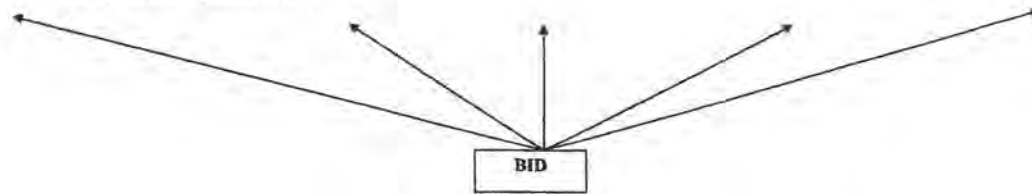
<p>B2</p> <ul style="list-style-type: none"> • Requisitions • PO's <p>B1</p> <ul style="list-style-type: none"> • Tracing • Expediting • Receiving • Issuing
--

<p>B2</p> <ul style="list-style-type: none"> • Painter • Touch Up Lining • Curing • Complete GATX SPCC lining applicator training <p>B1</p> <ul style="list-style-type: none"> • Touchup Paint • Stencil • Decal

<p>B2</p> <ul style="list-style-type: none"> • Apprentice School <p>B1</p> <ul style="list-style-type: none"> • Apprentice School • Maintenance Helper

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Not part of 2011 Memorandum, was agreed and negotiated in 2006



C2

- Lining Preparation – Grinding Sanding, Stripping
- AWS D 15.1 – Jacket Welding
- General Field Manual repairs
- Jacking Railcars
- Asbestos Removal
- 1st year Welding Apprentice

C1

- Shunting
- Switching
- Forklift
- Standby Attendant
- Residue Removal
- Hand Touchup Painting, Decals, Stenciling, Insulating Tank Cars
- Blasting (Inside and Exterior)

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**SUMMARY OF EMPLOYEES'
PENSION PLAN AND HEALTH INSURANCE PLAN
AS APPLICABLE TO EMPLOYEES OF
GATX RAIL CANADA INC.
RED DEER, ALBERTA**

January 9, 2014

FOREWORD REGARDING PENSION PLAN

This booklet has been prepared solely for the purpose of providing a short, simple and non-technical explanation of the Retirement Pension Plan as it applies to eligible Employees of GATX RAIL CANADA INC.

The Pension Plan itself, the Trust Agreement, the Additional Voluntary Contributions Insurance Policy and the Regulations constitute the basic documents of the Pension Plan, and will govern in all cases.

The provisions and benefits provided by the Pension Plan shall be subject to approval by the Federal and Provincial Governments applicable to pension plans.

The Company and the Union agree to establish an RRSP Plan administered by Sun Life and agreed to work in gaining employee confirmation of that change. Meetings will be held with employees at Red Deer within two weeks of reaching a tentative agreement with the Union.

Pension Plan

The Pension Plan will be revised to a Money-Purchase type entitled "GATX RAIL CANADA INC. NON CONTRIBUTORY MONEY-PURCHASE TYPE PENSION PLAN FOR ALBERTA BARGAINING UNIT EMPLOYEES."

The main features will be as follows:

1. Effective date: January 1, 1987;
2. Eligibility: One year (present employees) or two years (future employees) excluding Lay-offs, Sickness and Compensable Accidents;
3. Vesting: Two years' service with the Company after becoming a member of this plan or the former plan, including Lay-offs, Sickness and Compensable Accidents;
4. Normal Retirement Date: The last day of the month coinciding or following the employee's 65th birthday;

5. Company's Contribution: Effective January 9th, 2014 an additional (10) cents per hour to \$2.10 and effective January 9th, 2015 an additional (10) cents per hour to \$2.20 per hour and effective January 9, 2016 an additional (15) cents per hour to \$2.35 per hour.
6. Overtime hours shall be considered as straight time hours;
7. While all the employees must join the plan, they need not contribute to it. They may, however, make voluntary contributions, independent to the Company's contribution;
8. The accrued pension benefits for those employees of the Bargaining Unit of GATX RAIL CANADA INC. who are members of the former plan on December 31, 1986, will be frozen at such date, and such members will cease to be contributing members of the Former Plan at the same time. Such frozen accrued pension benefits will remain obligations to such employees under the Former Plan.

FOREWORD REGARDING THE HEALTH INSURANCE PLAN

This booklet has been prepared as a brief outline of the benefits available under your Group Insurance Plan. It is not an insurance policy, but rather an informal explanation of the benefits provided, which are subject to the terms and conditions of the Group Policies issued to your employer.

If there is any inconsistency between this booklet and the actual provisions of the Group Policies, the provisions outlined in the Group Policies shall apply.

Any questions concerning your Group Insurance should be directed to the Human Resources Department.

HEALTH INSURANCE PLAN

SCHEDULE OF BENEFITS

LIFE INSURANCE

The Company will provide insurance equivalent to 1 times the employee's annual base salary.

ACCIDENTAL DEATH AND DISMEMBERMENT

\$50,000.00 effective upon ratification

WEEKLY INDEMNITY

66-2/3% of weekly salary up to the maximum benefit allowed plus \$40. The details of this benefit are amplified in Clause 16.3.

LONG-TERM DISABILITY INCOME INSURANCE

Starts after expiry of WI and UIC benefits for 211 weeks non-compensable sickness or accident, with an eligibility period of 5 years of continuous service.

EYE CARE

\$225.00 per family member every two years effective May 01, 2011.

OVERALL HOSPITAL ROOM AND BOARD

Company to provide semi-private hospital room coverage

AMBULANCE

Company to pay all ambulance requirements

MAJOR MEDICAL LIFETIME MAXIMUM

1 st year	2 nd year
<u>\$15,000.00 max</u>	<u>\$20,000.00 max</u>

DENTAL PLAN MAXIMUM

\$1,200.00 per year

Eligibility for Coverage

You are eligible to join this plan on the 1st day following one (1) month of continuous, full-time employment. If you wish to insure your dependants, you must also apply for their coverage.

Dependants include your spouse, and unmarried children from age 14 days to age 21 years (or over age 21 if in school on a regular and full-time basis), and for whom you are entitled to an income tax exemption. Dependants confined in hospital at the effective date of your coverage become insured when released. If you are away from work on the date when your insurance would normally start, it will not become effective until you return to work.

Note: The term "common-law spouse" means a person who resides with the employee in a common-law relationship which shall be defined as a relationship wherein two persons of the opposite sex cohabit as if husband and wife and whereby there is a mutual agreement between such persons that said relationship is a permanent relationship which has existed for at least one year and is exclusive of all others.

Life Insurance

Payable at death for any reason.

Payable to legally designated beneficiary of your choice, in lump sum or instalments up to 5 years. Coverage continues free of charge for 31 days following your termination of employment. During this time, you may convert your group life coverage to an individual life policy, regardless of your state of health, at standard rates based on your age. If you are totally and continuously disabled before reaching age 65, you will receive the amount of your life insurance in monthly instalments over a period of not more than 5 years. Your disability must have existed for at least 6 consecutive months to be eligible.

Accidental Death and Dismemberment Benefit

Payment of the full sum insured if you die as a result of and within 90 days of an accidental injury. This benefit is payable in addition to the Life Insurance Benefit. Payment of full sum insured if you lose two limbs, or lose sight of both eyes, or lose one limb and sight of one eye because of, and within 90 days of, an accidental injury.

Payment of half sum insured if an accident causes you loss of one limb or sight of one eye within 90 days of injury.

No amount is payable for occupational injuries or death for any loss caused by suicide, intentionally self-inflicted injury, insurrection or war, participation in any riot, ptomaines or bacterial infections, any form of disease or illness or physical or mental infirmity or treatment of them.

Weekly Indemnity

Payment is made when you are wholly and continuously unable to perform your regular work as a result of a sickness (including pregnancy) or an accident which occurs off-the-job. You need not be confined at home but you must be continuously under care of a physician.

Benefit payments begin on the 1st day if your disability is the result of an accident; on the 1st day if you are confined to a hospital due to sickness; or on the 3rd day if you are sick but not confined to a hospital. Benefits are payable from the Great-West Life for a maximum period of 34 weeks. An additional 15 weeks may be claimed from Employment Insurance if your disability continues, for a total period of 49 weeks.

Successive disabilities are considered to be in different periods of disability only if separated by two weeks of active full-time work, or, if the disability is due to wholly different causes, they must be separated by a return to active, full-time work.

If disability due to injury starts more than 30 days after the accident, the waiting period for sickness will apply.

Maternity is considered as a disability.

Should this contract be cancelled during your disability, benefit payments will continue as if the contract was still in force.

Long Term Disability Income Insurance (L.T.D.)

Long Term Disability Income Insurance provides you with regular income to replace salary or wages lost because of a lengthy disability due to accident or sickness. Only those employees who have completed 5 years of continuous service are eligible.

• Commencement and Duration of Benefits

Your first benefit is payable after:

- 1) Weekly Indemnity and,
- 2) E.I. Sickness and Accident benefits have expired.

You will continue to receive L.T.D. payments for as long as your disability continues, for a period not exceeding 211 weeks.

L.T.D. benefits will be paid for the first two years following commencement of payments if you are unable to perform your regular work. After two years, L.T.D. benefits will continue as long as your disability prevents you from performing any work for which you are or can become reasonably suited by your education, training or experience, but not beyond your 65th birthday or death.

- **Amount of Monthly Long-Term Disability Benefit**

The plan will provide you with a monthly benefit, before co-ordination with other income of \$1,700 upon ratification, \$1,750 July 9, 2005.

Your Long-Term Disability Insurance payments will be reduced by any amount payable from:

- Workmen's or Workers' Compensation or similar program;
- The Canada or Quebec Pension Plan;
- No Fault Auto Insurance;
- Other employers (excluding 50% of earnings during the first 24 months of rehabilitative employment);
- Other disability insurance and retirement plans available through employment;
- Any other government or Company sources.

It is further provided that total income from all sources including your Long-Term Disability benefit under this plan and your rehabilitative employment income cannot exceed your pre-disability income.

- **Please note**

Once benefits commence under this plan, your Long-Term Disability benefit will not be further reduced by any increases in your Canada or Quebec Pension Plan benefits, which result from an increase in the Pension Index.

- **Rehabilitation Feature**

As an incentive to encourage you to return to gainful employment, prior to full recovery after a total disability, you may perform certain work without forfeiting benefits, under this program. This plan allows you to receive increased income in connection with work performed in an approved rehabilitation program. Great-West Life coordinates your L.T.D. Insurance with only 50% of the earnings you receive during the first 24 months of rehabilitative employment provided your total income during a rehabilitative program does not exceed your pre-disability income.

- **Other Benefit Provisions and Limitations**

To qualify for Long-Term Disability benefits, you need not be confined to your home, but you must be under the continuous care and personal attendance of a physician (M.D.)

This plan provides coverage for disability resulting from an accident or from sickness (except certain mental disorders). While the plan does cover absence from work due to psychosis (i.e. a serious mental disease or derangement) for which continuous treatment is received from a physician who is certified in psychiatry, it does not cover absence from work due to any other mental illness, such as psychoneurosis, emotional disorders, personality problems, behavioural disorders or anxiety reactions.

This plan does not provide benefits for disability resulting from pregnancy, intentionally self-inflicted injury, war, injury sustained while working for another employer or while committing or attempting to commit an assault or crime.

- **Successive Disabilities**

Successive absences from work are considered to be in the same period of disability unless separated by:

- 1) Six months of active full-time work or;
- 2) One full month of work and due to wholly different causes.

Work performed under a rehabilitation program will not be considered in determining successive periods of disability.

- **Conversion privilege**

If you change jobs, you may apply for an individual Long-Term Disability Policy (one of the standard conversion policies offered by Great-West Life), without taking a medical examination. You must apply within one month of the date you start your new job, however, and you must start your new job within six months of the date you leave your present one.

Hospitalization

Company to provide semi-private hospital room coverage

Maternity expenses will be covered for a dependant wife provided you have been insured for at least 9 months, and this plan is still in force.

Ambulance Benefits

Licensed professional road ambulance services used for conveyance to the nearest General Hospital equipped to provide treatment, for transfers between hospitals, and for return of bed-ridden cases from hospital to residence or other domicile, provided such ambulance has been recommended by the attending physician for medical reasons. This does not include services to the hospital or doctor's office for diagnostic or physical examinations. The company will pay all ambulance requirements

MAJOR MEDICAL

The Company shall provide each employee with a drug prescription card.

Commencing in the second year of the agreement the company will request the insurance carrier to dispense generic drugs. However in those cases where, with medical support, an employee or family member requires brand name drugs, the employee will be reimbursed either through the carrier or the company.

Deductible

\$25.00 per calendar year, per family.

Co-insurance

80% of eligible expenses in excess of the deductible will be reimbursed to you.

Lifetime Maximum

1st year- \$15,000.00 max and up to \$1,500 of the original maximum is reinstated automatically.
2nd year - \$20,000.00 max and up to \$2,000 of the original maximum is reinstated automatically.

Eligible Expenses

Major Medical covers reasonable and customary charges for the following medical services and supplied, performed or prescribed by a physician:

- Drugs (including contraceptive drugs);
- Professional ambulance services;
- Services rendered by registered graduate nurses, other than members of your family and other than the regular nursing staff of any hospital in which confined;
- Services of duly qualified and licensed physiotherapists other than members of your family;
- Treatment by x-ray, radium and radioactive isotopes;
- Oxygen and its administration;
- Blood and blood transfusions;
- Rental of wheelchair, hospital bed, or iron lung;
- Splints, trusses, braces, crutches, casts, artificial limbs, artificial eyes and other prosthetic devices for a medical condition which has been arrested or corrected by surgery;
- Out-of-hospital services of a dentist or oral surgeon for:
 - a) Treatment of a fractured jaw of accidental injuries to natural teeth within 6 months after the accident;

- b) Surgical removal of impacted teeth;
- Diagnostic laboratory and x-ray tests performed out of hospital.
- Services rendered by Registered masseur, chiropractor, osteopath and physical therapist up to \$1000.00 combined annual benefit.
- 100% coverage for the rental equipment with medical documentation.

Dental Plan

The Dental Plan will cover routine services and provisions for dentures and orthodontic treatment such as:

- Extractions;
- Fillings;
- Root Canal therapy;
- Dental surgery and required anaesthesia;
- x-rays, examinations, cleaning and scaling of teeth;
- Treatment of gums and bone surrounding teeth;
- Space maintainers for missing primary teeth;
- Relines and rebases to existing dentures;
- Treatment for relief of dental pain;
- Cost of medication and its administration in the dentist's office;
- Consultation required by the attending dentist;
- Applications of sealants will be limited to plan participants between the ages of 6 and 18 years.
- Provisions for dentures which involve installation, replacement and/or repairs, subject to the following conditions:
 - a) In respect to the initial dentures, such provision is required because at least one additional natural tooth was necessarily extracted after the date the individual became insured.
 - b) In respect to the replacement of existing dentures, such provision is required if:
 1. The replacement is required because at least one additional natural tooth was necessarily extracted after the date the individual became insured and if the existing dentures could not have been made serviceable. If the existing dentures could have been made serviceable, only the expense for that portion of the replacement which replaces the teeth extracted after the date the individual became insured shall be covered.
 2. The replacement denture replaces an existing denture which is at least five years old and cannot be made serviceable.
 3. The replacement denture replaces an existing denture which was temporarily

installed after the date the individual became insured, in which case the first such replacement denture shall be considered a permanent (as opposed to temporary) installation.

4. The replacement denture is required as a result of the installation of an initial opposing denture after the date the individual became insured.
 5. The replacement denture is required as a result of accidental bodily injury which occurs after the date the individual became insured.
- c) Repairs to existing dentures means repairs to dentures installed prior to the effective date of coverage and repairs to dentures installed after the effective date the individual became insured or repairs for replacement dentures.

The Plan has no deductible and has a co-insurance of 100% on the routine services and a co-insurance of 50% on the provisions for dentures. The maximum amount paid under the dental plan is \$1,200.00 per person per year exclusive of orthodontic treatment.

Orthodontic treatment (covered at 50%)

- Treatment rendered by an Orthodontist, including the provision of orthodontic appliances, for the correction of Class I, Class II or Class III, malocclusions in relation to a primary, mixed or permanent dentition but only in respect of an unmarried dependent child who has attained his 6th birthday but not his 19th birthday on the date the treatment commenced. Treatment shall be deemed to commence on the date the initial orthodontic appliance is installed. Lifetime maximum payable \$1,750.

In order to identify the expenses covered and assess any cost to you, you will be required to submit a "Treatment Plan" to the insurance company before all orthodontic treatment.

Therefore, before your dentist starts a course of treatment, you should request him to prepare a "Treatment Plan" - a written report describing his recommendations as to necessary treatment and cost.

Because orthodontic treatment is normally rendered over a long period, such expenses are considered to be spread over the treatment period regardless of the way in which the orthodontist's bill is actually paid.

The billing of orthodontic charges is somewhat more involved than the billing for regular dental charges. If you have any questions in this respect you should contact the Personnel Office.

Benefits in respect of orthodontic treatment shall be paid at the end of each period of 3 consecutive months, the amount of each such payment being the sum of the benefits payable in respect of Covered Expenses incurred during such period.

The Alberta approved Dental Fee Schedule will apply to the Red Deer employees.

Limitations

No amount is payable under this benefit for charges:

- For personal comfort items or for general health examinations;
- Incurred as a result of disabilities resulting from or caused by self-inflicted injury, insurrection or war or participation in any riot;
- By a hospital owned or operated by a government or for which you obtain or are entitled to obtain benefits under the terms of any provincial or federal government plan or other insurance plan for which there is no charge made to you;
- For dental services other than those required due to accidental injuries and other than those covered by the Dental Plan;
- For plastic surgery or hospital confinement associated with plastic surgery, except when the operation is performed to correct deformities resulting from injury or sickness or congenital defects that interfere with function;
- For eye-glasses, eye refraction, and fitting of eye-glasses;
- For pregnancy tests; examinations; checkups or certifications not performed as a consequence or existing symptoms of illness.

Termination of Insurance

Your insurance will cease when you terminate your employment, or if the master policy cancels. Your dependants' insurance will terminate when your insurance terminates, or when he or she ceases to be eligible as a dependant.

Coordination of Benefits

Benefits received under this plan will be coordinated with those received under any other plan so that the total amount reimbursed does not exceed the total expenses incurred.

HOW TO MAKE YOUR CLAIMS

Weekly Indemnity

As soon as you know you will be away from work longer than the "Waiting Period", have your doctor complete a Standard Claim Form (CMHIA-1) which he has in his office. No benefits are payable until you have consulted a doctor.

When completed, submit it to your Plan Administrator, not to the insurance company.

Supplementary claims forms will be sent to you from time to time. They must be completed by your doctor promptly and returned to your Employer.

Hospitalization

Ask the hospital to complete a Standard Claim Form. Send these completed forms to your Employer.

Major Medical

When these bills exceed the deductible amount, send them to your Employer.

Be sure that each bill shows the:

1. Patient's name;
2. Dates of service;
3. Nature of service;
4. Complete itemization of charges;
5. Prescription numbers for drug expenses.

Note: All health claims must be submitted to the insurance Company within 90 days (if reasonably possible). No claims will be accepted if submitted to the insurance company more than one year after the date of loss. In the event of any variation between the information in this summary and the provisions of the master policy, the latter will apply.


MEMORANDUM OF AGREEMENT

The terms and conditions of the agreement between the GATX Rail Canada Service Center in Red Deer, Alberta and UNIFOR Local 21-A will be amended to incorporate the attached items.

The undersigned representatives of the parties agree to strongly recommend acceptance of all terms of this memorandum to their respective membership.

Signed this 28th day of SEPT 2017

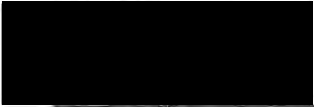
On behalf of UNIFOR Local 21-A



Lee Christoffersen
President




John Lecuyer




Marvin Mercado

On behalf of UNIFOR of Canada



Brian Campbell
UNIFOR National Representative

On behalf of GATX Rail Canada



Jim Bell
Service Center Manager, Red Deer

Kristin Nowak
Director HR – Field Operations

James Chapman
VP NA Service Centers