BENEFIT PLAN AGREEMENT

BETWEEN

THE NATIONAL AUTOMOBILE, AEROSPACE, TRANSPORTATION AND GENERAL WORKERS UNION OF CANADA

AND

VIA RAIL CANADA INC.

BENEFITS

FOR EMPLOYEES OF COLLECTIVE AGREEMENT NO. 1 AND 2

Regulated by the National Union for Canadian Automobile, Aerospace, Transportation and General Workers

This booklet summarizes benefits for unionized employees and does not form an integral part of the Collective Agreement, it does provide a general overview of the benefits you enjoy as a VIA Rail Canada employee

Foreword

Although this booklet does not form an integral part of the Collective Agreement, it does provide a general overview of the benefits you enjoy as a VIA Rail Canada employee. This booklet summarizes benefits for unionized employees. The official benefits documents and insurance policies govern the operation of these benefits and will prevail in the event of any differences. Please read this booklet carefully. Should you have questions regarding your employee benefits, please contact either your immediate supervisor or Human Resources.

This booklet has been worded to make allowance for both the feminine and the masculine genders.

Rev. 2010

EXTENDED HEALTH

AND

VISION CARE PLAN

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Eligibility

New employees and their dependants are covered on the first day of the calendar month following completion of six (6) months of compensated service.

Employees having accumulated 126 days of eight-hour full-time or part-time shifts will be considered to have completed six (6) months of compensated service.

For all other employees, days worked and/or available for service will be counted as days of compensated service.

Employees having substantiated eligibility for benefits under the Plan must continue to accumulate compensated service each month to maintain such eligibility for benefits, except as noted on Page 8 where eligibility is extended for specified leaves of absence.

Employees becoming eligible for benefits are not subject to enrolment procedures of any kind.

For the purposes of this Plan, Dependants are deemed to be:

The spouse and children of eligible employees, who are Canadian residents, excluding any employee covered under this Plan:

1. The Spouse of an Eligible Employee;

   – spouse: the person legally married to the employee, or in the absence of such person, the common law spouse who, for the purposes of the Plan, is the person who has been living permanently with the employee for at least one year and who is publicly represented as the employee's common-law spouse.

2. The children of an employee or his/her spouse, or a child of the employee's unmarried child if such unmarried child is living with the employee on a permanent basis including step-children or adopted children who:

   – are entirely dependent and unemployed;

   – are under the age of twenty-one (21), or under the age of twenty-five (25) (26 for a child of a person residing in Quebec) and registered as a full-time college or university student; or,

   – are of any age but are handicapped.

   Handicapped children are understood to be children who are not self-sufficient owing to a physical or mental disability.

   Excludes any person who is covered under this Plan as an Eligible Employee.

Employees agree to provide, upon request by the employer or the Plan Manager, supporting documents attesting that the persons identified as their spouse and children each satisfy the aforementioned conditions.

Summary of Benefits
Extended Health Care

The Plan basically provides for coverage of semi-private hospital accommodation expenses and major medical care, including drugs, for employees and their dependants. Coverage includes the following:

a) Hospital Benefits (in the province of residence)
   100% of eligible expenses reimbursed up to but not exceeding the average cost of a semi-private hospital ward for an unlimited number of days.

b) **Prescription Drugs**

   Deductible: $2.50 per prescription

   Percentage insured: 80% reimbursement

c) Major Medical Benefits

   Deductible: $25 per family per calendar year

   Percentage insured: 80% reimbursement

Eligible Expenses

Eligible expenses under the Major Medical Benefits Plan are as follows:

- Drugs, oral contraceptives, serums and injectibles available only by prescription when prescribed by a physician or dentist and dispensed by a pharmacist, physician or dentist. Supplies of a non-prescription nature required as a result of a colostomy and/or for the treatment of cystic fibrosis, diabetes and Parkinson's disease are also eligible.

- **The amount reimbursed is subject to generic substitution, which means that:**
    - **The covered expense for interchangeable products is limited to the cost of the lowest priced item in the applicable generic category, unless the prescription has been written by brand name and directed by the prescriber, in writing, not to be interchanged.**

- Hospital charges incurred for emergency treatment outside Canada or the employee's province of residence, including room and board and special hospital charges for 180 days. Coverage includes charges for a semi-private hospital ward over and above the amount paid by the employee's provincial government health insurance plan.

- Professional services of a physician, where permitted by law. Covered expenses are generally restricted to emergency treatment outside the claimant's province of residence and are limited to reasonable and customary charges for the area in which the treatment is rendered.

  Cost of treatment by chiropractors, osteopaths, podiatrists or speech therapists. Reimbursement is limited to 80% of expenses billed, subject to a maximum of $20 per visit and an overall maximum of $400 per family per calendar year for all such health care professionals combined.

The expenses listed hereunder must be prescribed by a physician:

- Professional services of a licensed physiotherapist when medically required.

- When medically required, the professional services of a Registered Nurse (RN) or, when unavailable, a Registered Nursing Assistant (RNA). Coverage is provided when the claimant or dependant is not confined to a hospital and in cases where in-hospital nursing care expenses are not covered by the applicable provincial health insurance plan. Any such nurse or attendant must not be a close relative of the patient.

– Diagnostic procedures, radiology, blood transfusions and oxygen, including the equipment necessary for the administration thereof.

– Laboratory analyses performed by commercial laboratories.

– Purchase of trusses, braces, crutches, other appliances, artificial limbs and eyes; up to a maximum of $50 per year per person for elastic support stockings; and orthopaedic shoes up to a maximum of one pair per person per benefit year.

– Reasonable and customary charges for mammary prostheses up to $200 per person in any benefit year.

– Reasonable and customary charges for hearing aids up to a maximum of $400 per family per two-year period.

– Rental or purchase (at insurance company's option) of a wheelchair, hospital bed or iron lung.

– Ambulance service to and from a local hospital as well as inter-hospital transfers not covered by the applicable provincial health insurance plan. This includes emergency transportation of a claimant by air ambulance, or any other vehicle normally used for public transportation, to the nearest hospital where the required treatment can be provided.

– Dental treatment required as a direct result of accidental injury to natural teeth, provided that treatment is rendered within six (6) months of the date of the accident.

– Charges for confinement to a rest home in the person's province of residence when ordered by a physician, provided that such confinement is preceded by at least five (5) consecutive days of hospital confinement, commence within fourteen (14) days of termination of hospital confinement and is scheduled primarily for the purposes of rehabilitation, not for custodial care. These charges are subject to the provisions relating to co-insurance, lifetime maximum and deductible set out in the Plan. The maximum amount payable is $20.00 per day for each period of disability for a maximum of 120 days of confinement.

Vision Care

– Vision Care benefits are subject to the provisions relating to co-insurance, lifetime maximum and deductible set out in the body of the Extended Health and Vision Care Plan.

– The Plan covers the cost of the purchase of contact lenses or other lenses (including shatterproof lenses) and frames for eyeglasses, including sunglasses, and their replacement provided that there is an actual need for a change in their magnifying strength. These amounts can be claimed once in any 12-month period for persons under the age of 18 years, and once in any 24-month period for persons aged 18 years and over, up to the maximum amounts indicated below:

$250 -

Supplies must be prescribed in writing by an ophthalmologist or a licensed optometrist and must be dispensed by an ophthalmologist, a licensed optometrist or a qualified optician.

– Services of an ophthalmologist or a licensed optometrist up to a maximum amount payable in any two consecutive benefit years of $50 per person.

Expenses not Covered

The Plan does not cover the following expenses:

- Cost of the difference between a semi-private and a private hospital ward.

- Cost of treatment by psychologists, acupuncturists, naturopaths, homeopaths, psychotherapists and dieticians.

- Drugs which can be purchased without prescription.

  For example: - patent medicines, vitamins, health foods, cough and cold preparations, aspirin and similar pharmaceutical products.

- Any device worn for the sole purpose of protecting the eyes, not for correcting vision.

- Products containing nicotine resin and anti-tobacco by-products, whether or not they require a doctor's prescription.

- Treatments or drugs related to fertility problems.

- Treatments or drugs related to erectile dysfunction.

General Exclusions

The Plan does not cover services and supplies in the following situations:

- Injury sustained by employees while working for pay or profit other than with VIA.
- Injury sustained by a dependant while working for pay or profit.
- Any portion of medical expenses covered under worker's compensation legislation or some similar program.
- Services to which the employee is entitled without charge, or which are generally dispensed free of charge.
- Services, or portions thereof, provided under government sponsored programs.
- In the event that a service covered by a government sponsored program is suspended, the Extended Health and Vision Care Plan will not assume coverage of such service.

Coordination of Benefits

Some employees and their dependants are eligible for benefits under other group plans. In instances of the like, claims for spouses or children must be submitted to both insurers because the total amount of benefits paid must not exceed the actual amount of expenses incurred, as per defined rules of collective insurance contracts.

Termination of Coverage

a) Extended Health and Vision Care coverage for employees and their dependants will be terminated as follows:

In the event of an employee's:

i) resignation or dismissal: the date upon which employment terminates;

ii) retirement: the end of the month in which retirement takes place pursuant to the provisions of the applicable pension plan;

iii) leave of absence, lay-off (except as provided below), and death: the last day of the month in which such leave of absence, lay-off or death occurs;

iv) strike or lock-out: the last day worked.

b) i) In the event of a leave of absence owing to disability (and the employee is in receipt of disability benefits or unemployment insurance sickness benefits): coverage will be maintained at no cost to the employee

ii) In the event of a lay-off or leave of absence in circumstances other than those set out in subparagraph i) above: employees may maintain coverage for a period of twelve (12) months from the last day of the month during which such leave of absence commenced, provided that premiums are paid directly to their employer.

Note: See Page 12 for details on how direct payments are to be made.

c) With respect to dependants: the date upon which a dependant ceases to be a dependant.

d) In the event of a transfer out of a bargaining unit to which this Extended Health and Vision Care Plan applies into another: the date of transfer.

Maternity, Child Care and Worker's Compensation

If an employee is granted a leave of absence for Maternity, Child Care or Worker's Compensation under the provisions of the Canada Labour Code, such employee will have his/her coverage continued without payment of the requisite premiums for the duration of the leave.

Reinstatement of Coverage

An employee on leave of absence, on strike, or who has been dismissed and whose coverage has been terminated, will automatically be covered from the date of return to active service.

An employee who is laid off and whose coverage has been terminated will automatically be covered from the first day of the month during which the employee returns to active service.

How to File a Claim

To file a claim:

A. For Hospital Benefits

1. Present your Certificate of Participation, and/or advise the hospital authorities of Great-West Life Assurance Company, policy number 140592, as well as your Employee number.

2. The claim will be processed by the hospital and submitted directly to Great-West Life Assurance Company.

3. You will receive a statement of account detailing charges billed by the hospital and the amount paid by Great-West Life Assurance Company.

4. Should the hospital be unable or unwilling to bill Great-West Life Assurance Company directly, you are to file a claim with Great-West Life Assurance Company in accordance with the procedure set out in «B» hereafter.

5. For expenses incurred outside Canada, once you have arranged for payments of expenses, you can submit your claims directly to Great-West who will then coordinate the payment of the claim with your provincial government.

B. For Major Medical Benefits

1. Use the claims form provided to you by Great-West (for prescription drugs use the Assure claims form) with your last reimbursement or obtain a claims form from your supervisor.

2. Complete the claims form, attaching all applicable receipts.

3. If receipts are to be returned to you, indicate this on the claims form.

4. Forward the completed claims forms to the Great-West Life Assurance Company Claims Office serving your province of residence. A list of claims offices is provided at the end of this section and on the claims form.

Claims should be made only after you have accumulated receipts for eligible expenses that total in excess of the yearly deductible. All claims must be received by the Great-West Life Assurance Company Claims Office prior to March 31 of the following calendar year.

In the case of Major Medical Benefits, claims payments will be forwarded directly to you by Great-West Life Assurance Company.

Hospital Benefits payments will be forwarded either to you or to the hospital, depending upon the arrangements you have made.

C. For Vision Care

1. Use the claims form provided to you by Great-West with your last reimbursement or obtain a claims form from your supervisor.

2. Complete the first part of the form and have the last part completed by your examining physician or optometrist.

3. Forward the completed claims form to the Great-West Life Assurance Company Claims Office serving the province in which you reside.

Claims Offices of
Great-West Life Assurance Company

Newfoundland PEI Nova Scotia New Brunswick Quebec	**The Great-West Life Assurance Company** **Montreal Benefit Payment Office** Place Bonaventure, Suite 5800 800 de la Gauchetière st. W. Montreal, Quebec H5A 1B9
Ontario Manitoba Saskatchewan Alberta British Columbia Yukon NWT	**The Great-West Life Assurance Company** **Winnipeg Benefit Payment Office** P.O. Box 3050, Winnipeg, Manitoba R3C 4E5

Direct Payment

Direct payment must be made by cheque or money order and forwarded by employees no later than the twentieth (20th) day of the month following his lay-off to the following address:

VIA Rail Canada Inc.
Human Resources
P.O. Box 8116
Station A
Montreal, QC
H3C 3N3

Cheque or money order must be made payable to:

VIA Rail Canada Inc.

Claims Disputes

You are responsible for the completion of all claims forms and furnishing proof of expenses incurred as deemed necessary and appropriate by Great-West Life Assurance Company.

If you are denied all or any part of a claim by the Insurer, you will receive a notice in writing detailing the reasons for such denial and a description of any additional documents necessary to support the claim.

You have sixty (60) days from the date of denial to take action.

If the denial is owing to reasons of eligibility, take the matter up with Human Resources for review.

DENTAL PLAN

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Eligibility

New employees and their dependants are covered on the first day of the calendar month following completion of six (6) months of compensated service.

Employees having accumulated 126 days of eight-hour full-time or part-time shifts will be considered to have completed six (6) months of compensated service.

For all other employees, days worked and/or available for service will be counted as days of compensated service.

Employees having substantiated eligibility for benefits under the Plan must continue to accumulate compensated service each month to maintain such eligibility for benefits.

Employees becoming eligible for benefits are not subject to enrolment procedures of any kind.

For the purposes of this Plan, dependants are deemed to be:

The spouse and children of eligible employees, who are Canadian residents, excluding any employee covered under this Plan:

1. The Spouse of an Eligible Employee;

   – spouse: the person legally married to the employee, or in the absence of such person, the common law spouse who, for the purposes of the Plan, is the person who has been living permanently with the employee for at least one year and who is publicly represented as the employee's common-law spouse.

2. The children of an employee or his/her spouse, or a child of the employee's unmarried child if such unmarried child is living with the employee on a permanent basis including step-children or adopted children who:

   – are entirely dependent and unemployed;

   – are under the age of twenty-one (21), or under the age of twenty-five (25) and registered as a full-time college or university student; or,

   – are of any age but are handicapped.

Handicapped children are understood to be children who are not self-sufficient owing to a physical or mental disability.

Excludes any person who is covered under this Plan as an Eligible Employee.

Employees agree to provide, upon request by the employer or the Plan Manager, supporting documents attesting that the persons identified as their spouse and children each satisfy the aforementioned conditions.

Summary of Benefits

The plan essentially covers all types of basic and major dental care, with the exception of orthodontics (braces and corrective devices), for all eligible employees and their eligible dependants.

The dental plan provides for coverage in accordance with the published rates of the College of Dental Surgeons of the province, in effect for each year of the contract, in which dental services are provided.

Basic Dental Services

For basic dental services, which include preventive and diagnostic services, extractions and oral surgery and minor restorations (fillings), 100% of covered expenses will be reimbursed. **For periodontics (gum and tissue treatments) and endodontics (pulp and root canal work), 80% of covered expenses will be reimbursed**. All services are reimbursed up to the amounts set out in the dental fee guide published by the College of Dental Surgeons of the province in which dental services are provided.

Major Dental Services

For major dental services, which include major restorations such as the provision of crowns and inlays, and prosthodontics (bridges and dentures), 50% of covered expenses will be reimbursed up to the amounts set out in the dental fee guide published by the College of Dental Surgeons of the province in which dental services are provided.

Deductible

The deductible is the amount you pay in any calendar year before claiming for benefits. It is only $35 annually, no matter how many eligible members of your family receive treatment.

Maximum Benefits

The annual maximum benefits paid out under the Plan for basic and/or major dental care per eligible person will be:

- $ 2 300

For those whose coverage becomes effective after July 1, the combined maximum benefits for the remaining months of that year will be $1,150.

Expenses Covered

To be considered a covered expense, the charge for a particular service will be limited to the maximum fee set out in the dental fee guide published by the College of Dental Surgeons of the province in which dental services are provided.

If dental treatment is rendered outside Canada, the benefits paid will be limited to the maximum fee set out in the dental fee guide published by the College of Dental Surgeons of the province in which the employee resides.

The Plan covers dental treatment by dentists, physicians or other qualified personnel under the direct supervision of the dental or medical profession (e.g. dental assistants and dental hygienists).

Basic Dental Care

100% reimbursable up to maximum limit

- Oral examinations, cleaning of teeth, fluoride treatments and bite-wing X-rays: every nine (9) months.
- Full-mouth series of X-rays: once every 24 months.
- Extractions and alveolectomy (bone work) at time of tooth extraction.
- Dental surgery.
- General anaesthesia, diagnostic x-ray and laboratory procedures required for dental surgery.
- Amalgam, silicate, acrylic and composite fillings.
- Necessary treatment for relief of dental pain.
- Cost of medication and injections administered in the dentist's office.
- Spacers for missing primary teeth and habit-breaking appliances.
- Consultations prescribed by the attending dentist.
- Surgical removal of tumours, cysts, neoplasms.
- Incision and drainage of abscesses.

80% reimbursable up to maximum limit

- **Endodontics (root canal therapy).**
- **Periodontal treatment (gum and tissue treatment).**

Major Dental Care

50% reimbursable up to maximum limit.

- Provision of crowns and inlays.

- Provision of an initial prosthodontic appliance (e.g. fixed bridge restoration, removable partial or complete dentures).

- Replacement of an existing prosthodontic appliance if:

  a) It is over five (5) years old and cannot be repaired;

  b) It is temporary and was installed after the employee first became covered under the Plan (in instances of the like, the replacement is considered permanent);

  c) It is required following the installation of an initial opposing denture after the date the employee became eligible for coverage under the Plan;

  d) It is required as the result of accidental injury sustained after the employee became eligible for coverage under the Plan;

  e) The extraction of additional teeth, after the date the employee became eligible for coverage under the Plan, requires a new appliance. If the existing appliance can be made serviceable, only expenses for the portion required to replace the teeth extracted are covered.

- Relines, rebases and repairs to existing dentures.

- Procedures involving the use of gold, only if such treatment could not have been carried out with the use of a reasonable substitute consistent with generally accepted dental practice. Where the use of gold is optional, the covered expense will be that of the customary substitute.

Treatments in Excess of $200

For any course of treatment expected to cost more than $200, you will probably want to know in advance how much of the treatment is covered under the Plan. You should therefore ask your dentist to draw up a treatment plan, that is, a written report describing the recommended treatment and what it will cost.

Expenses not Covered

The Plan does not cover the following expenses:

- Orthodontic treatment (braces and corrective devices).
- Cosmetic treatment, experimental treatment, dietary planning, plaque control, oral hygiene recommendations, congenital or developmental malformations.
- Replacement of dentures which have been lost, misplaced or stolen.
- Charges made by a dentist for cancelled appointments or for the completion of claims forms required by the insurance company.
- Treatment received from a dental or medical service operated by the employer, a mutual benefit society or similar type of association.
- Treatment furnished without charge or paid for directly or indirectly by any government body or for which a government body prohibits the payment of benefits.
- Dental treatment required as a result of any self-inflected injury, war or engagement in a riot or insurrection.
- Services or supplies rendered for full-mouth or major reconstructions.

General Exclusions

The Plan does not cover services and supplies in the following situations:

- Injury sustained by employees while working for pay or profit other than with VIA.

- Injury sustained by a dependent while working for pay or profit.

- Any portion of dental expenses covered under worker's compensation legislation or some similar programme.

– Services to which the employee is entitled without charge, or which are generally dispensed free of charge.

- Services or portions thereof provided under government sponsored programmes.

Coordination of Benefits

Some employees and their dependants are eligible for benefits under other group plans. In instances of the like, claims for spouses or children must be submitted to both insurers because the total amount of benefits paid must not exceed the actual amount of expenses incurred, as per defined rules of collective insurance contracts. If both husband and wife are working at VIA, each must claim under their respective policies.

Termination of Coverage

Coverage ends on the day an employee's service is terminated by resignation or dismissal.

Coverage ends on the last day worked in the event of:

a) lay-off, strike or lock-out;

b) death.

Whenever dental work has commenced on a particular tooth or area of the mouth prior to the termination of active service, coverage will continue for thirty (30) calendar days from the last day worked for employees and dependants in category a), and for eligible dependants in category b), provided that supplies were ordered or treatment actually commenced while the individual was an eligible employee, and supplies are delivered or installed, and the treatment completed no later than thirty (30) calendar days after the last day worked.

Upon retirement, coverage ends on the date upon which the employee retires. The same thirty (30) calendar day extension of coverage for dental work in progress applies.

In the event of a leave of absence of more than thirty (30) days for reasons other than disability or pregnancy, coverage ends on the last day worked.

For employees transferring to departments where this dental plan does not apply, coverage ends on the last day of the month during which the transfer took effect.

Maternity, Child Care, Worker's Compensation and Sick Leave

If an employee is granted a leave of absence for Maternity, Child Care or Worker's Compensation, such employee will have his/her coverage continued without payment of the requisite premiums for the duration of the leave.

In the case of Sick Leave, coverage will be continued for twelve (12) weeks only without paying premiums during that period.

Reinstatement of Coverage

Eligible employees laid off, on leave of absence or on strike or dismissed and later reinstated will automatically be covered from the date of return to active service.

How to File a Claim

To file a claim:

1. Use the claims for provided to you by Great-West with your last reimbursement or obtain a dental claims form from your supervisor.

2. Complete Part 2 of this form and have your dentist complete Part 1.

3. Forward the duly completed form to the Great-West Life Assurance Company Claims Office serving your province of residence. A list of claims offices is provided at the end of this section and on the claims form.

You may also use the standard dental claims form. Make certain, however, to include a duly completed Part 1 of the VIA claims form.

The Great-West Life Assurance Company will forward payment either to you or to your dentist, depending upon the arrangements you make with your dentist. See Part 1 of the claims form.

A separate claims form is required for each patient and you may claim as often as you have dental expenses covered under the Plan. You must complete a claims form even if your first expense is less than the deductible amount of $35.

NOTE: All claims must be received by the Great-West Life Assurance Company Claims Office prior to March 31 of the following calendar year.

Claims Offices of
Great-West Life Assurance Company

Newfoundland
PEI
Nova Scotia
New Brunswick
Quebec

The Great-West Life Assurance Company
Montreal Benefit Payment Office
Place Bonaventure, Suite 5800
800 de la Gauchetière st. W.
Montreal, Quebec
H5A 1B9

Ontario
Manitoba
Saskatchewan
Alberta
British Columbia
Yukon
NWT

The Great-West Life Assurance Company
Winnipeg Benefit Payment Office
P.O. Box 3050
Winnipeg, Manitoba
R3C 4E5

Claims Disputes

You are responsible for the completion of all claims forms and furnishing proof of expenses incurred as deemed necessary and appropriate by the Great-West Life Assurance Company.

If you are denied all or any part of a claim by the Insurer, you will receive a notice in writing detailing the reasons for such denial and a description of any additional documents necessary to support the claim.

You have sixty (60) days from the date of denial to take action.

If the denial is owing to reasons of eligibility, take the matter up with Human Resources for review.

SHORT TERM DISABILITY BENEFITS,

MATERNITY BENEFITS

AND

LIFE INSURANCE PLANS

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Eligibility

1. An employee will become eligible for benefits under this Employee Benefits Plan with respect to a given month if:

   a) in the given month, he/she rendered compensated service under one or other of the collective agreements in force with the Corporation; and,

   b) on the first day of the given month, he/she has sustained continuous employment for at least sixty (60) calendar days with the Corporation in a position governed by one or other of the collective agreements in force with the Corporation.

2. Whenever a person employed by the Corporation, previously covered under another plan to which the Corporation makes the required contributions, commences compensated service governed by one or other of the collective agreements in force with the Corporation, he/she will be deemed to be an eligible employee without being required to complete the period of continuous employment with the Corporation set out in paragraph 1 b).

3. Whenever a person newly employed by the Corporation commences compensated service governed by one or other of the collective agreements in force with the Corporation, after having rendered compensated service for a period of less than sixty (60) calendar days with the Corporation under another collective agreement, such period of employment will be included in the calculation of the period of continuous employment required under paragraph 1 b) to qualify as an eligible employee hereunder.

4. Any employee who, during any given month, has not rendered compensated service owing to a disability entitling him/her to the waiver of life insurance premiums under the Employee Benefits Plan will be deemed an eligible employee during such month.

5. A full-time officer of the bargaining unit, who is an employee of the Corporation but who is not an eligible employee as defined herein, will be entitled to life insurance benefits if he/she makes direct payment to the Corporation in the full amount required to secure such coverage, provided that he/she maintains such continuous life insurance coverage and his/her eligible employee status. To maintain such continuous coverage while on full-time leave, a newly appointed full-time officer of the bargaining unit will be allowed a period of ninety (90) days from the date his/her leave of absence commences to make application to the Corporation for life insurance coverage.

Benefits

The Employee Benefits Plan provides for Short Term Disability Benefits, Life Insurance and Maternity Benefits as set out in the collective agreements and policies between the Corporation and the Insurer.

Life Insurance

For employees currently in service with the Corporation, group life insurance coverage guarantees a death benefit in the amount of:

$36,000 - effective January 1, 2009

payable to the beneficiaries named by the employee, subject to the terms of the policy with the Insurer.

Group life insurance coverage includes a Double Indemnity provision on a « 24-hour basis » in the event of accidental death, subject to the terms of the policy with the Insurer.

Life Insurance is payable in a lump sum regardless of the cause of death.

Life insurance benefits will be paid to:

i) the beneficiary named by the employee, or if none is named,

ii) the employee's estate.

Life Insurance Upon Retirement

An employee who retires from the service of the Corporation will, provided he/she is fifty-five years of age or over and has not less than ten years' cumulative compensated service, be entitled to the sum of $8,000.00, payable to his/her estate upon his death.

Short Term Disability Benefits

a) Eligible employees unable to perform their duties by reason of a non-occupational accident or illness are entitled, subject to the contracts with the Insurer and provided that they have seen and received treatment from a licensed physician, to Short Term Disability Benefits for loss of wages calculated as follows:

Weekly Base Pay	**Sick Benefits**
$120.01 and over	70% of base pay up to a maximum benefit of:
	$590.00 - effective January 1, 2009
	$600.00 - effective January 1, 2011
	$610.00 - effective January 1, 2012
Less than $120.01	$80 or 75% of weekly base pay, whichever is less.

Claimants entitled to benefits provided by the Québec Automobile Insurance Corporation (SAAQ) or by other similar provincial bodies will have the amount of such benefits deducted from the Short Term Disability Benefits payable under this Plan.

Claimants in receipt of unemployment insurance sick benefits will have such benefits supplemented to equal their sick benefits under this Plan.

b) Short Term Disability Benefits payments calculated in accordance with paragraph a) will commence on the first day of disability in the event of a non-occupational accidental injury, on the first day of sickness if hospitalized for at least one night, and on the fourth day in other cases of sickness.

c) If the disability is covered by the insurance contract, benefits will be paid for a maximum of fifteen (15) weeks of total disability.

d) If an employee continues to be disabled beyond the period set out in paragraph c) above, and if he/she is eligible for unemployment insurance sick benefits, Short Term Disability Benefits payments under this Plan will cease except as provided for in paragraph e).

e) If following the exhaustion of unemployment insurance sick benefits to which an employee is entitled, such employee is still disabled, he/she will continue to be eligible for Short Term Disability Benefits payments as set out in paragraph a) for up to a maximum of eleven (11) more consecutive weeks, subject to no additional waiting period and up to an overall maximum of twenty-six (26) weeks of Short Term Disability Benefits payments, including the period during which Short Term Disability Benefits payments were paid out pursuant to paragraph c).

f) If an employee is eligible to have his/her unemployment insurance sick benefits supplemented, he/she is required to send Great-West Life Assurance Company a copy of the cheque stubs entitled « Employment and Immigration Canada - Benefits Statement - Notice to Claimant » with your name and employee number.

If an employee has not retained his/her « Benefits Statement - Notice to Claimant » (i.e. cheque stub), Great-West Life Assurance Company will require a letter from Canada Employment and Immigration detailing the unemployment insurance sick benefits received each week.

g) In the event an employee is not eligible to receive unemployment insurance sick benefits, he/she will be eligible to receive Short Term Disability Benefits payments for a maximum of twenty-six (26) weeks.

h) Employees in receipt of Short Term Disability Benefits who are required to provide the insurer with supplementary medical certificates to support continued disability, may claim payment for the cost related to the completion of medical forms by the treating physician, up to a maximum of $30 per occurrence. The employee will be responsible for the payment of original medical certificate and medical clearance forms to return to work.

i) Whenever an employee receiving Short Term Disability Benefits is laid off, full payment will continue as if he/she had never been laid off as long as he/she is considered disabled as per our insurance contract.

Maternity Leave Benefits

During her maternity leave, an employee is entitled to maternity leave payments in an amount equal to 85% of her weekly base pay up to a maximum of 20 weeks. If during that period the employee is entitled to receive any benefits, like Employment Insurance maternity benefits, the amount of such benefits will reduce the amount to be paid by the Corporation.

Exclusions

Short Term Disability Benefits are not payable:

– For any period of disability during which eligible employees are not under the care of a licensed physician;

– For any period during which eligible employees do not follow the medical treatment recommended by a physician specializing in the treatment of the given illness;

– For any period during which benefits are payable to eligible employees under provincial workers' compensation legislation;

– For any period of disability more than fifteen (15) weeks in duration during which eligible employees are entitled to receive unemployment insurance sick benefits, except for the amount allowed under a Supplemental Unemployment Benefits Plan, approved by the Unemployment Insurance Commission;

– For that portion of any period of disability during which eligible employees are in receipt of a retirement pension from their employer, or general holiday or vacation pay. However, if eligible employees are injured or become ill during their annual vacation, they are entitled to temporarily terminate their vacation and be placed on Short Term Disability Benefits;

– If eligible employees become disabled while on strike. However, if they are disabled prior to the date of the strike, benefits will be paid for up to fifteen (15) weeks from the date of disability;

– For any period during which eligible employees are engaged in any occupation for wage or profit;

– With respect to disability directly or indirectly owing to or resulting from one or other of the following:

  - war, insurrection, hostile acts by the armed forces of any country, or participation in any riot or civil uprising;

  - bodily injury sustained while performing any act or occupation for wage or profit other than on behalf of one's employer;

- injury covered under the terms of worker's compensation legislation, except whenever a claim is being appealed or has been denied. If there is an appeal, sickness benefits might be payable by the insurance company. However, in the event the Workers' Compensation Board overturns its original decision, any benefits received from the insurance company would have to be refunded.

– During any period of formal maternity leave taken by an eligible employee pursuant to federal law, or pursuant to a mutual agreement between the eligible employee and her employer, except for any period for which such eligible employee is paid Canada Employment and Immigration Commission benefits, as set out in the section entitled « Maternity Leave Benefits ».

Continuance of Life Insurance Protection

Whenever an eligible employee is removed from the payroll and is in receipt of unemployment insurance maternity benefits, her life insurance under this Plan will continue in force without payment of the requisite premiums for up to a maximum of fifty-two (52) weeks from the last day worked.

Whenever an eligible employee is removed from the payroll owing to a disability and is in receipt of Disability Benefits payments or unemployment insurance sick benefits, his/her life insurance, including accidental death coverage, will remain in force without payment of the requisite premiums.

Coverage will remain in force for as long as the total disability lasts, provided that the eligible employee does not engage in any remunerative employment, does not retire, but does supply periodical proof of disability as required by the insurance company.

Whenever an eligible employee is removed from the payroll owing to a disability covered by worker's compensation, his/her life insurance for the full amount including accidental death coverage will remain in force without payment of the requisite premiums for the period during which he/she undergoes treatment and rehabilitation at the expense of a worker’s compensation authority. If such eligible employee remains off the payroll after such treatment and rehabilitation have ceased, it is his/her responsibility to make arrangements to have his/her coverage continued by remitting the appropriate premium to the Corporation for each additional month that he/she continues to be off the payroll up to a maximum of twelve (12) months from the last day worked.

An eligible employee who is either laid off or on leave of absence, and is not entitled to have his/her premiums waived under b) or c) above, will be entitled to maintain his/her life insurance coverage in force by remitting the appropriate premium amounts to the Corporation for a period not exceeding twelve (12) months from the end of the month during which the lay-off or leave of absence commenced. Direct payments are due no later than the end of the month following that during which a premium was last paid on his/her behalf.

How to File a Claim

(Short Term Disability Benefits)

To claim Short Term Disability (sick pay) Benefits, the following procedure is to be followed:

- Obtain an "Employee Statement" form from your immediate supervisor.
- Complete the sections "Notice of claim" and "Authorization request".
- Ask your physician to fill out the sections "Attending physician statement" and the "Notice of absence to give to the supervisor".
- Send to your supervisor the completed section "Notice of absence to give to the supervisor" as soon as possible.
- Once completed send the following sections of the form directly to Great West within thirty (30) days of the commencement of disability:
    - Notice of claim
    - Authorization request
    - Attending physician statement
- Your supervisor will complete the "Employer's Statement" and send it directly to Great West.

Short Term Disability Benefits can be deposited directly into the bank account of the employee if the “Direct Deposit Authorization” section is filed by the employee and appropriate information is provided to Great-West.

Questions and Answers

Short Term Disability Benefits (sick pay)

1. *When should I file my claim?*

   It is important that you file your claim as soon as you are entitled to Short Term Disability Benefits.

   An Employee Statement form must be submitted within thirty (30) days of the commencement of disability.

   The necessary claims forms may be obtained from your immediate supervisor.

2. *Do I pay income tax on these benefits?*

   Disability benefits are considered income replacement. Income tax will therefore be deducted from any benefits you receive from the Insurer.

3. *When does eligibility for Short Term Disability Benefits end?*

   a) on the date you terminate service with your employer; OR,

   b) on the date you cease to be eligible for Short Term Disability Benefits (sick pay) for any other reason; OR,

   c) on the date this Plan terminates.

   Termination of service will, for the purposes of Short Term Disability Benefits, be deemed to occur on the date upon which you discontinue active service, except in instances of the following:

   – during any period while you are on vacation with pay;

   – during any period while you are entitled to Short Term Disability Benefits (sick pay) or unemployment insurance sick or worker's compensation benefits;

   – during any period you are on bereavement leave, on Company compensated jury duty, or on a temporary leave of absence in the capacity of union officer to perform union duties, provided that a premium has been paid for compensated service in the current or previous month.

   – during any period you are laid off or granted leave of absence, provided that you return to work in the same calendar month during which the lay-off or leave of absence commenced.

4. *Is the physician's charge for completing the «Attending Physician's Statement» at the employee's expense*?

   Yes.

5. *If, after being disabled, I return to work but again become disabled, how will this second disability be treated?*

   It will be treated as a continuation of the previous disability unless you have returned to full-time work for a period of at least two (2) consecutive weeks following total recovery from the first disability or unless the second disability is totally unrelated to the first.

   If the second disability owes to the same causes as the first but you have been back at work full time for a period of at least four (4) consecutive weeks, it will be considered a new disability.

Life Insurance and Accidental Death

6. *What happens if I fail to make either the first or any subsequent payment?*

   Your life insurance and accidental death coverage will be terminated. It is therefore essential that you make direct contributions to maintain your life insurance coverage in force.

7. *If I terminate employment, when does my life insurance and accidental death coverage cease and is it possible to retain it on an individual basis?*

   Your life insurance and accidental death coverage will cease at termination of employment.

   However, within the following thirty-one (31) days, you may, without submitting to a medical examination, convert your coverage into any form of personal life insurance.

Direct Payment

Direct payment of life insurance premiums must be forwarded by cheque or money order and received no later than the twentieth (20th) day of the month at the following address:

VIA Rail Canada Inc.
Human Resources
P.O. Box 8116
Station A
Montréal, QC
H3C 3N3

Cheque or money order must be made payable to:

VIA Rail Canada Inc.

Direct payment must be accompanied by a duly completed VIA form number F0132.

FREE RAIL

TRANSPORTATION

Subject

As a privilege, VIA provides employees with free rail transportation passes.

Eligibility

Unionized employees receive a rail pass upon completion of one (1) year of compensated service.

Dependants

For the purposes of this Plan, dependants are deemed to be the spouse and children of eligible employees, who are Canadian residents, excluding any employee covered under this Plan:

1. The Eligible Spouse of an Eligible Employee;

   – spouse: the person legally married to the employee, or in the absence of such person, the common law spouse who, for the purposes of the Plan, is the person who has been living permanently with the employee for at least one year and who is publicly represented as the employee's common-law spouse.

2. The children of an employee or his/her spouse, or a child of the employee's unmarried child if such unmarried child is living with the employee on a permanent basis including step-children or adopted children who:

   a) are entirely dependent and unemployed;

   b) are under the age of twenty-one (21), or under the age of twenty-five (25) and registered as a full-time college or university student; or,

   c) are handicapped of any age.

Issue of Passes

Passes are issued automatically to employees through Human Resources at Headquarters.

Employees may obtain passes for their spouse and dependants by contacting Human Resources at Headquarters.

Level « B » Privileges

Level « B » passes are issued to employees with one (1) year of compensated service, as well as their spouses and dependants.

The pass entitles its holder to free system-wide transportation and to advance seat selection subject to restrictions applying to certain trains and during certain peak travel periods.

Loss or Theft of Pass

Employees are to report the loss or theft of their pass immediately to Human Resources at Headquarters. (Passes reported lost or stolen are immediately cancelled.)

Employees Leaving the Corporation

Employees terminating service with VIA Rail for any reason other than retirement must surrender all passes in their possession to their immediate supervisor or Human Resources, including those issued to eligible dependants.

Laid-off Employees

Laid-off employees and their dependants are entitled to use their passes in accordance with the regulations of the Corporation, as long as they remain employed by the Corporation.

Additional Provisions

The document outlining regulations respecting passes is presented to employees upon the issue of their first pass and constitutes a comprehensive source of information. Please note that this privilege is subject to change without notice.