

# **AGREEMENT**

**BETWEEN**



**GENERAL MOTORS OF CANADA COMPANY**

**AND**



**UNIFOR LOCAL 88**

**Health Care Insurance Program**

**Group Life Insurance and Disability Program**

**Pension Plan**

**The Supplemental Unemployment Benefits Plan**

**The Short Work Week Benefit Plan**

**The Voluntary Termination of Employment Benefit Plan**

**Pre-Retirement Income Maintenance Benefit Plan**

**Retirement Allowance Program**

**CAMI Unifor Canadian Legal Services Plan**

**Dated**

**October 13, 2017**

**(Effective: October 17, 2017)**

# **Supplemental Agreement**

Covering

**HEALTH CARE  
INSURANCE PROGRAM**

**Exhibit A**

to

**COLLECTIVE AGREEMENT**

Between

GENERAL MOTORS OF CANADA COMPANY

CAMI ASSEMBLY

AND

UNIFOR LOCAL No. 88

Dated

October 13, 2017

(Effective: October 17, 2017)

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THE CAMI HEALTH CARE INSURANCE PROGRAM  
FOR HOURLY RATED TEAM MEMBERS**

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**SUPPLEMENTAL AGREEMENT  
HEALTH CARE INSURANCE PROGRAM**

On this October 13, 2017, CAMI referred to hereinafter as the Company, and UNIFOR Local No. 88, referred to hereinafter as the Union, on behalf of the team members covered by the Labour Agreement of which this Supplemental Agreement becomes a part, agree as follows:

In Paragraph 38 of the Labour Agreement to which this Program will form Exhibit A, the parties hereto have contemplated health care coverage, the particulars of which are set out below.

**Section 1. ESTABLISHMENT OF PROGRAM**

Subject to the approval of its Board of Directors the Company will establish a CAMI Health Care Insurance Program for Hourly Rate Team Members, hereinafter referred to as the "Program", a copy of which is attached hereto as Exhibit A-1 and made a part of this Agreement to the extent applicable to the team members represented by the Union and covered by this Agreement as if fully set out herein, modified and supplemented, however, by the provisions hereinafter. In the event of any conflict between the provisions of the Program and the provisions of this Agreement, the provisions of this Agreement will supersede the provisions of the Program to the extent necessary to eliminate such conflict.

In the event that the Program is not approved by the Board of Directors of the Company, written notice of such disapproval shall be given within 30 days thereafter to the Union and this Agreement shall thereupon have no force or effect. In that event the matters covered by this Agreement shall be the subject of further negotiation between the Company and the Union.

**Section 2. FINANCING**

- (a) The Company agrees to pay the contributions due from it for the Program in accordance with the terms and provisions of Exhibit A-1.
- (b) The Company by payment of its contributions shall be relieved of any further liability with respect to the benefits provided under the Program.

(c) Company contributions for Health Care (other than Dental) Coverage, continued while on layoff pursuant to the provisions of Article III, Section 2(a), (d) and (f) of the Program also shall be in accordance with this subsection (c) as follows:

(1) In any month during which the team member is continuously laid off, and with respect to such month receives no earnings from the Company, the Company shall contribute to the cost of continued coverage as set forth in the following Schedule:

SCHEDULE OF INSURANCE CONTINUANCE FOR LAID OFF TEAM MEMBERS	
Insurance Continuance Based on Years of Seniority	
Maximum Number of Months for Which Coverage Will be Continued Without Cost to Team Member	Years of Seniority Last Day Worked Prior to Layoff
0	Less than 1
2	1 but less than 2
4	2 but less than 3
6	3 but less than 4
8	4 but less than 5
10	5 but less than 6
12	6 but less than 10
24	10 and over

(2) In applying the above schedule, the "Maximum Number of Months for Which Coverage Will Be Continued Without Cost to Team Member" shall commence with the first full calendar month of layoff for which contributions have not been made.

(3) With respect to any period of continuous layoff, changes in a team member's years of seniority subsequent to the date layoff begins shall not change the number of months of Company contributions for which such team member is eligible.

(d) Unless otherwise specifically provided herein, the Company shall pay all expenses incurred by it in the administration of the Program.



### **Section 3. COMPANY OPTIONS**

- (a) The options afforded the Company to select plans as provided in Article II of the Program or to provide a plan of benefits supplementary to Federal or Provincial benefits, or to substitute a plan of benefits for such governmental benefits, as provided in Sections 4(a) and 4(b), respectively, in Article I of the Program shall not be exercised except by mutual agreement between the Company and the Union.
  
- (b) Any provisions which may be established pursuant to Article II, Section 1(f) of the Program shall be implemented by mutual agreement between the Company and the Union.

### **Section 4. ADMINISTRATION**

- (a) The general administration of the Program, with respect to the hourly rate team members of the Company, shall be vested exclusively in the Company.
  
- (b) The Carrier annually shall furnish the Company and the Union such information and data as may be mutually agreed upon by the parties with respect to Health Care Benefits and Services provided under Article II of the Program.
  
- (c) A Committee composed of an equal number of members designated by the Union and an equal number of members designated by the Company shall be established to study and evaluate the Health Care Benefits provided under Article II of the Program and to engage in activities that may have high potential for cost savings while achieving the maximum coverage and service for the team members covered for Health Care Benefits for the money spent for such protection.

In the performance of its duties, this Committee shall consult and advise with the Carrier representatives whom provide the Health Care Benefits and Services and keep the parties to the Agreement informed with respect to the problems which arise in the operation of such coverage.

**Section 5. NON-APPLICABILITY OF  
LABOUR AGREEMENT GRIEVANCE  
PROCEDURE**

No matter respecting the Program as modified and supplemented by this Agreement or any difference arising thereunder shall be subject to the grievance procedure established in the Labour Agreement between the Company and Union.

**Section 6. SUBROGATION**

In the event of any payment for services under the Health Care Insurance Program set forth in Article II of this Supplemental Agreement, the Carrier will be subrogated to all the covered person's rights of recovery therefore against any person or organization except against insurers on policies of insurance issued to and in the name of the covered person, and the covered person will execute and deliver such instruments and papers as may be required and do whatever else is necessary to ensure such rights. The covered person may take no action which may prejudice the Carrier's subrogation rights and all sums recovered by the covered person by suit, settlement or otherwise in payment for services covered under the Health Care Insurance Program set forth in Article II of this Supplemental Agreement must be paid over to the Carrier.

**Section 7. DURATION OF AGREEMENT**

This Agreement and Program as modified and supplemented by this Agreement shall continue in effect until the termination of the Labour Agreement of which this is a part.

In witness whereof, the parties hereto have caused this Agreement to be executed the day and year first above written.

CAMI Assembly

UNIFOR and  
UNIFOR Local No. 88

FOR  
CAMI Assembly

FOR  
UNIFOR LOCAL 88

M. Di Carlantonio  
K. Sandham  
M. Armitage  
C. Radtke

M. Van Boekel  
W. MacDonald  
D. Borthwick  
J. Graves  
J. Banks

**Exhibit A-1**

**THE CAMI HEALTH CARE INSURANCE PROGRAM  
FOR HOURLY-RATED TEAM MEMBERS**

**ARTICLE 1**

**ESTABLISHMENT, ENROLLMENT, ELIGIBILITY  
FOR AND EFFECTIVE DATE, FINANCING AND  
ADMINISTRATION OF THE HEALTH CARE  
INSURANCE PROGRAM**

**Section 1. ESTABLISHMENT AND EFFECTIVE  
DATE OF PROGRAM**

**(a) Establishment of Program**

The CAMI Health Care Insurance Program for Hourly Rate Team members, hereinafter referred to as the "Program", will be established either through a self insured plan or under a group insurance policy or policies issued by an insurance company or insurance companies or by arrangement with a carrier or carriers, as set forth in Article II (except that portion of the benefits under Article II provided by a Provincial Hospital or Medical Plan) herein.

**(b) Effective Date of Amended Program**

The Program set forth herein shall become effective on October 13, 2017 except as otherwise provided.

**Section 2. ENROLLMENT OPTIONS**

An eligible team member electing to enroll in the Health Care Program as defined in Article II must complete an application for the coverage in which (s)he elects to participate. For coverage under Article II, Section 1(d), an authorization for payroll deductions for contributions shall be completed. For coverages under Article II, an authorization for pension deductions for contributions shall be completed. Enrollment in a Provincial Hospital or Medical Plan shall be in accordance with the provisions of the applicable laws and regulations issued thereunder.

**Section 3. ELIGIBILITY FOR AND EFFECTIVE DATE OF INSURANCE**

**(a) Present Team Members**

A team member hired prior to October 13, 2017, shall automatically become insured:

- (1) for Health Care (other than Dental, Hearing Aid and Vision) Benefits under Article II, on that date or, if later, on the first day of the fourth month next following the month in which employment with the Company commences subsequent to the team member's most recent date of hire, subject to the enrollment requirements of the carrier under which such coverage are made available; and
- (2) for Dental, and Hearing Aid and Vision Benefits under Article II, on the first day of the month next following the month in which the team member is actively at work after acquiring one year of seniority.

**(b) New Team Members**

A team member hired on or after October 13, 2017, shall automatically become insured:

- (1) for Health Care (other than Dental, Hearing Aid and Vision) Benefits under Article II, on the first day of the fourth month next following the month in which employment with the Company commences subsequent to the team member's most recent date of hire, subject to the enrollment requirements of the carrier under which such coverage are made available; and
- (2) for Dental, Hearing Aid and Vision Benefits under Article II, on the first day of the month next following the month in which the team member is actively at work after acquiring one year of seniority.

**(c) Rehired Team Members**

In determining the eligibility for Health Care (other than Dental, Hearing Aid and Vision) Coverage under Article II for a rehired team member who was hired and laid off

before becoming insured for such coverage, the initial date of hire shall be deemed to be the "most recent date of hire" provided that the team member is rehired either within a period not to exceed the period of continuous employment with the Company immediately preceding the team member's date of layoff, or following a brief, temporary layoff of specified duration such as for model change or inventory.

**(d) Team Members Returning to Active Work**

If a team member's coverage under Article II are discontinued and the team member subsequently returns to active work, eligibility for coverage under Article II shall be determined under subsections (b) and (c) herein except as follows:

**(1) Team Members on Layoff or Leave of Absence**

If a team member's coverage was discontinued while the team member was on layoff or leave of absence and the team member returns to active work with seniority, the team member shall be eligible for those coverages for which the team member was insured at the time of layoff or leave, as follows:

- (i)** for Health Care (other than Dental) Coverage under Article II immediately on the date of the team member's return to active work with the Company, and
- (ii)** for Dental Coverage under Article II on the first day of the month next following the month in which the team member returns to work.

**(2) Team Members Separated From Service Due to a Quit or Discharge**

If separation from service was due to a quit or a discharge but the team member is reemployed within 31 days, the team member shall be eligible for Health Care (other than Dental) Coverage under Article II for which the team member was insured at the time of such quit or discharge immediately on the date of return to active work and, if separation was due to quit, the team member shall be eligible for Dental Coverage on

the first day of the month next following the month in which the team member returns to work, provided the team member was insured for such coverage when the team member last worked.

**(3) Team Members Separated From Service for Reason Other Than Quit or Discharge**

If separation from service was due to a reason other than quit or discharge and the team member never acquired seniority or seniority was cancelled, and the team member returns to active work within a period of 24 consecutive months, (i) the team member shall be eligible for Health Care (other than Dental) Coverage immediately on the date of the team member's return to active work with the Company, provided the team member was insured for such coverage at the time of separation, and (ii) the team member shall be eligible for Dental Coverage on the first day of the month next following the month in which the team member returns to work, provided the team member was insured for such coverage when the team member last worked.

**(4) Team Member Placed on Approved Disability Leave of Absence From Layoff or Discharge**

Health Care Coverage (including Dental) which have been discontinued as a result of layoff or loss of seniority due to a discharge, shall be reinstated the first of the month next following the month in which a team member would have returned to active work in response to a recall from layoff or would have returned to active work from such discharge and who is subsequently found to be medically disabled as determined by the plant physician and is unable to return to work because of such disability and is placed on an approved disability leave of absence.

- (e)** The conditions of eligibility and effective date of coverage under Provincial Hospital and Medical Plans, including supplemental hospital expense benefits, if any, under Article II shall be in accordance with the applicable laws and regulations issued thereunder.

**Section 4. FEDERAL OR PROVINCIAL HEALTH CARE BENEFIT LAWS**

- (a)
- (1) The provisions of this Program pertaining to Health Care Benefits shall not be applicable to team members, former team members (including retired team members), or surviving spouses who are or may become eligible for Health Care Benefits under any Federal or Provincial law. Compliance by the Company with such laws shall be deemed full compliance with the provisions of the Program with respect to any such team members, former team members, or surviving spouses eligible for benefits under such laws. If such benefits exceed the benefits provided under the Program, the Company may require from any such team members, former team members, or surviving spouses such contributions as it may deem appropriate for such excess benefits.
- (2) Where the benefits under such laws are on a generally lower level than the corresponding benefits under the Program, the Company shall, to the extent it finds it practicable, provide benefits supplementary to the governmental benefits to the extent necessary to make the total benefits as nearly comparable as practicable to the benefits provided by the Program for team members, former team members, or surviving spouses not subject to such laws.
- (b) **Substitution of Applicable Provisions of Program for Federal or Provincial Plan**  
The provisions of subsection (a) above to the contrary notwithstanding, the Company may, wherever the substitution of a private plan is authorized by any such law, modify the provisions of Article II of the Program to the extent and in the respects necessary to secure the approval of the appropriate governing body to substitute the plan provided by the Program in lieu of any plan provided by such law, and upon such modification and approval as a qualified plan, the Company may make the plan provided by the Program available to team



members, former team members, or surviving spouses subject to such law with such team member or surviving spouse contributions as may be appropriate with respect to any benefits under such modified plan which exceed the benefits provided under the Program.

- (c) Health Care Benefits provided to team members, former team members (including retired team members), or surviving spouses under Article II may be reduced by the amount of such benefits provided under any Federal or Provincial law as now in effect or hereafter enacted or amended.

**Section 5. NET COSTS, ADMINISTRATION  
OF PROGRAM AND NON-APPLICABILITY  
OF GRIEVANCE PROCEDURE**

- (a) **Net Costs**  
The Company shall pay the balance of the net cost of the Program as set forth in Article II over and above any team member contributions specified in Article III. It shall also pay any increase in such costs and shall receive and retain any divisible surplus, credits or refunds or reimbursements under whatever name, arising out of any such Program.
- (b) **Administration**
  - (1) The Company shall be responsible for the administration of the Program.
  - (2) All administrative expenses incurred by the Company to execute the Program set forth in Articles II and III shall be borne by the Company.
- (c) **Grievance Procedure Not Applicable**  
It is understood that the grievance procedure of any Labour Agreement between the Company and any Union representing team members covered by this Program shall not apply to this Program or any insurance contract in connection therewith.

## ARTICLE II

### HEALTH CARE BENEFITS

#### Section 1. ESTABLISHMENT OF HEALTH CARE COVERAGE

- (a) **Coverage for Team Members in Ontario.** For team members in Ontario, Hospital and Medical Benefits shall be those provided under The Ontario Health Insurance Plan.
- (b) **Coverage for Team Members Outside Ontario.** For team members in other Provinces, Hospital Benefits shall be those provided by the applicable Provincial Hospital Plans. Where the benefits under such plans are on a generally lower level than the corresponding benefits available to team members in Ontario as set forth under subsection (a) herein, the Company shall, to the extent it finds it practicable, provide benefits supplementary to the governmental benefits to make the total benefits as nearly equal as practicable to the benefits available to team members in Ontario as set forth under subsection (a) herein. For team members outside Ontario, Medical Benefits shall be those provided by the applicable Provincial Medical Plans.
- (c) **Enrollment Classifications.** At the team member's option, provided such option is available under the rules and regulations of the applicable plans, including Provincial Hospital and Medical Plans, such coverage may include protection for (i) self only, (ii) self and spouse, or (iii) self and family. Family coverage shall include only spouse and eligible children (as defined in Article IV, Section 7 & 9).
- (d) **Health Care Contributions.** Effective January 1, 2011, a monthly Health Care Contribution will be required to be paid by all eligible team members, retired team members and surviving spouses enrolled for Health Care Coverages. The required monthly Health Care Contribution is as follows:

<b>Monthly Health Care Contribution</b>		
	<b>Up to Age 65</b>	<b>On and After Age 65</b>
Team Member	\$30.00	\$15.00
Retiree	\$30.00	\$15.00
Surviving Spouse	\$15.00	\$15.00

- (e) **Optional Sponsored Dependent Coverage.** Where local plans provide under the team member's contract optional coverage for Health Care (other than Dental) Benefits for dependents other than those specified in subsection (c) herein, the Company may make such options available to the team member. Such dependents will include persons related to the team member by blood or marriage or members of the team member's household and must be dependent upon the team member for more than half of their support as defined by the Canadian Income Tax Act and must either qualify in the current year for dependency tax status or have been reported as a dependent on the team member's most recent income tax return.
- (f) **Optional Group Medical Practice Plan Coverage.** For team members in certain areas served by Group Medical Practice Plans (or Individual Practice Associations), the Company has made arrangements to provide an option for such team members to enroll for Health Care Coverage through the Carrier providing such coverage, or for alternative coverage available through certain optional Group Medical Practice plans. Such arrangement will be continued, subject to the continued availability and the enrollment requirements of such optional plans. This same option, with the right of the Company to substitute a plan similar in type to the above plan, can be extended by the Company to team members in the same area or other areas where similar plans are or may become available.
- (g) **Coordination of Benefits.** The Company may establish provisions for eliminating the problem of duplicate benefits which may occur with respect to coverage provided under this Article. In those situations where both spouses are employed by the Company, they will be eligible to coordinate benefits only for claim expenses incurred while each spouse would otherwise be eligible for Company paid Health Care Coverage under their own contract as a team member. To be eligible for

Coordination of Benefits, the team member who elects the coverage must enroll the team member's spouse for coordinated coverage as a team member on a form provided by the Company.

## **Section 2. DENTAL BENEFITS**

- (a) **Company Arrangements.** The Company shall make available the Dental Benefits set forth in this Section.
- (b) **Enrollment Classifications.** Dental Coverage for an eligible team member, retired team member or surviving spouse shall include coverage for eligible dependents as defined in Section 1(c) of this Article.
- (c) **Description of Benefits.** Dental Benefits will be payable, subject to the conditions herein, if a team member, retired team member, surviving spouse or eligible dependent, while Dental Coverage is in effect with respect to such individual, incurs Covered Dental Expenses.
- (d) **Covered Dental Expenses.** Covered Dental Expenses are the usual charges of a dentist which a team member, retired team member or surviving spouse is required to pay for services and supplies which are necessary for treatment of a dental condition, but only to the extent that such services and supplies are customarily employed for treatment of that condition, and only if rendered in accordance with accepted standards of dental practice. Such expenses shall be only those incurred in connection with the following dental services which are performed, except as otherwise provided in subsection (h)(3) herein, by a licensed dentist and which are received while insurance is in force.

Payments for Covered Dental Expenses (or a licensed dental hygienist under conditions specified in subsection (h)(3) herein) shall be based upon the applicable percentage of the lesser of the dentist's usual charge for the service or of the fee specified for the service in the Provincial Dental Association Schedule of Fees as defined in subsection (k) herein, but only for the services set forth herein, and not for any other services listed in such Schedule of Fees. Where fees for certain procedures are shown in such Schedule of Fees as "I.C." (Individual

Consideration) payment will be made on the basis of the usual, reasonable and customary charges for such procedures.

Provided, however, that in the event no Provincial Dental Association Schedule of Fees is in effect at the time Covered Dental Expenses, as described in the previous paragraph, are incurred, payments under this subsection (d) shall be made on the basis of the usual, reasonable and customary charges for the service rendered or supply furnished. Effective January 1, 2014, covered Dental Expenses will be reimbursed based on the Provincial Dental Association schedule of fees in effect two (2) years prior to the date covered Dental Expenses are incurred. Effective October 1, 2017, covered Dental Expenses will be reimbursed based on the Provincial Dental Association schedule of fees in effect one (1) year prior to the date covered Dental Expenses are incurred.

Payments for Covered Dental expenses performed by a licensed denture therapist in accordance with subsection (h)(3)(ii) shall be based upon the applicable percentage of the lesser of the denture therapist's usual charge for the service or of the fee specified for the service in the Ontario fee schedule for Licensed Denture Therapists as defined in subsection (k), but only for the services set forth herein, and not for any other services listed in such fee schedule. Provided, however, that in the event no Ontario fee schedule for Licensed Denture Therapists is in effect at the time such Covered Dental Expenses are incurred, payments under this subsection (d) shall be made on the basis of the usual, reasonable and customary charges for the service rendered or supply furnished. Effective January 1, 2014, covered Dental Expenses will be reimbursed based on the Provincial Dental Association schedule of fees in effect two (2) years prior to the date covered Dental Expenses are incurred. Effective October 1, 2017, covered Dental Expenses will be reimbursed based on the Provincial Dental Association schedule of fees in effect one (1) year prior to the date covered Dental Expenses are incurred.

- (1) The following Covered Dental Expenses shall be paid at 100 percent of the dentist's usual charge but not more than the amount specified therefore in the Provincial Dental Association Schedule of Fees.

- (i) Routine oral examinations and prophylaxis (scaling and cleaning of teeth), but not more than once in any period of nine (9) consecutive months. Scaling is limited to one (1) unit per recall visit.
  - (ii) Topical application of fluoride, for persons under 20 years of age, unless a specific dental condition makes such treatment necessary.
  - (iii) Space maintainers that replace prematurely lost teeth for children under 19 years of age.
  - (iv) Emergency palliative treatment.
- (2) The following Covered Dental Expenses shall be paid at (a) 100 percent of the dentist's or denture therapist's usual charge, or (b) 100 percent of the amount specified therefore in the Provincial Dental Association Schedule of Fees, or when applicable, in the Ontario Fee Schedule for Licensed Denture Therapists, whichever of (a) or (b) is less.
  - (i) Dental xrays, including full mouth xrays (but not more than once in any period of thirty-six (36) consecutive months), supplementary bitewing xrays (but not more than once in any period of twelve consecutive months) and such other dental xrays as are required in connection with the diagnosis of a specific condition requiring treatment.
  - (ii) Extractions.
  - (iii) Oral surgery.
  - (iv) Amalgam, silicate, acrylic, synthetic porcelain, and composite filling restorations to restore diseased or accidentally injured teeth.
  - (v) Porcelain veneers to treat the following conditions: amelogenesis imperfecta, Hutchison's Incisors; and hypo maturation.

- (vi) General anesthetics and intravenous sedation when medically necessary and administered in connection with oral or dental surgery.
  - (vii) Treatment of periodontal and other diseases of the gums and tissues of the mouth, provisional splinting, Temporomandibular Joint Appliance as an adjunctive periodontal service.
  - (viii) Endodontic treatment, including root canal therapy.
  - (ix) Injection of antibiotic drugs by the attending dentist.
  - (x) Repair or recementing of crowns, inlays, onlays, bridgework, or dentures; or relining or rebasing of dentures more than six (6) months after the installation of an initial or replacement denture, but not more than one relining or rebasing in any period of thirty-six (36) consecutive months.
  - (xi) Inlays, onlays, gold fillings, or crown restorations to restore diseased or accidentally injured teeth, but only when the tooth, as a result of extensive caries or fracture, cannot be restored with an amalgam, silicate, acrylic, synthetic porcelain, or composite filling restoration.
  - (xii) Pit and fissure sealants for permanent molars for children up to and including age fourteen.
- (3) The following Covered Dental Expenses shall be paid at (a) 50 percent of the dentist's or denture therapist's usual charge, or (b) 50 percent of the amount specified therefore in the Provincial Dental Association Schedule of Fees, or when applicable, in the Ontario Fee Schedule for Licensed Denture Therapists, whichever of (a) or (b) is less.
- (i) Initial installation of fixed bridgework (including inlays and crowns as abutments).
  - (ii) Initial installation of partial or full removable dentures (including precision attachments and

any adjustments during the six (6) month period following installation).

- (iii)** Replacement of an existing partial or full removable denture or fixed bridgework by a new denture or by new bridgework, or the addition of teeth to an existing partial removable denture or to bridgework, but only if satisfactory evidence is presented that:
  - (aa)** the replacement or addition of teeth is required to replace one or more teeth extracted after the existing denture or bridgework was installed; or,
  - (bb)** the existing denture or bridgework cannot be made serviceable and, if it was installed under this Dental Benefits Plan, at least five (5) years have elapsed prior to its replacement; or,
  - (cc)** the existing denture is an immediate temporary denture which cannot be made permanent and replacement by a permanent denture takes place within twelve (12) months from the date of initial installation of the immediate temporary denture.

Normally, dentures will be replaced by dentures but if a professionally adequate result can be achieved only with bridgework, such bridgework will be a Covered Dental Expense.

- (iv)** Orthodontic procedures and treatment (including related oral examinations) consisting of surgical therapy, appliance therapy, and functional/myofunctional therapy (when provided by a dentist in conjunction with appliance therapy) for persons under 21 years of age, provided, however, that benefits will be paid after attainment of age 21 for continuous treatment which began prior to such age.



(v) Standard implantology expenses including the structure, installation, and crown (initial and replacement).

- (e) **Maximum Benefit.** The maximum benefit payable for all Covered Dental Expenses incurred during any twelve (12) month period commencing October 1 of each year, and ending the following September 30 (except for services described in subsection (d)(3)(iv) herein), shall be \$2,800 for each individual.

**Maximum Benefit.** For Covered Dental Expenses in connection with orthodontics including related oral examinations, described in subsection (d)(3)(iv) herein, the maximum benefit payable shall be \$3,600 during the lifetime of each individual.

For Services, appliances and supplies provided by a denture therapist under Subsection (d)(2) and (3) herein or a licensed dental hygienist under Subsection (d)(1), shall not exceed the lesser of the dentist's usual charge or the amount specified in the Provincial Dental Association Schedule of Fees for such service, appliance or supply.

- (f) **Predetermination of Benefits.** If a course of treatment can reasonably be expected to involve Covered Dental Expenses of \$200 or more, a description of the procedures to be performed and an estimate of the dentist's charges must be filed with the Carrier prior to the commencement of the course of treatment.

The Carrier will notify the team member and the dentist of the benefits certified as payable based upon such course of treatment. In determining the amount of benefits payable, consideration will be given to alternate procedures, services, or courses of treatment that may be performed for the dental condition concerned in order to accomplish the desired result. The amount included as certified dental expenses will be the appropriate amount as provided in subsections (d) and (e) herein, determined in accordance with the limitations set forth in subsection (g) herein. If a description of the procedures to be performed and an estimate of the dentist's charges are not submitted in advance, the Carrier reserves the right to make a determination of benefits payable taking into

account alternate procedures, services, or courses of treatment, based on accepted standards of dental practice. To the extent verification of Covered Dental Expenses cannot reasonably be made by the Carrier, the benefits for the course of treatment may be for a lesser amount than would otherwise have been payable.

This predetermination requirement will not apply to courses of treatment under \$200 or to emergency treatment, routine oral examinations, xrays, prophylaxis, and fluoride treatments.

**(g) Limitations**

**(1) Restorative**

**(i) Gold, Baked Porcelain Restorations, Crowns and Jackets.** If a tooth can be restored with a material such as amalgam, payment of the applicable percentage of the charge for that procedure will be made toward the charge for another type of restoration selected by the patient and the dentist. The balance of the treatment charge remains the responsibility of the patient.

**(ii) Reconstruction.** Payment based on the applicable percentage will be made toward the cost of procedures necessary to eliminate oral disease and to replace missing teeth. Appliances or restorations necessary to increase vertical dimension or restore the occlusion are considered optional and their cost remains the responsibility of the patient.

**(2) Prosthodontics**

**(i) Partial Dentures.** If a cast chrome or acrylic partial denture will restore the dental arch satisfactorily, payment of the applicable percentage of the cost of such procedure will be made toward a more elaborate or precision appliance that patient and dentist may choose to use, and

the balance of the cost remains the responsibility of the patient.

**(ii) Complete Dentures.** If, in the provision of complete denture services, the patient and dentist decide on personalized restorations or specialized techniques as opposed to standard procedures, payment of the applicable percentage of the cost of the standard denture services will be made toward such treatment and the balance of the cost remains the responsibility of the patient.

**(iii) Replacement of Existing Dentures.** Replacement of an existing denture will be a Covered Dental Expense only if the existing denture is unserviceable and cannot be made serviceable. Payment based on the applicable percentage will be made toward the cost of services which are necessary to render such appliances serviceable. Replacement of prosthodontic appliances will be a Covered Dental Expense only if at least five (5) years have elapsed since the date of the initial installation of that appliance under this Dental Benefits Plan, except as provided in subsection (d)(3)(iii) herein.

**(3) Orthodontics**

**(i)** If orthodontic treatment is terminated for any reason before completion, the obligation to pay benefits will cease with payment to the date of termination. If such services are resumed, benefits for the services, to the extent remaining, shall be resumed.

**(ii)** The benefit payment for orthodontic services shall be only for months that coverage is in force.

**(4) Periodontics**

- (i)** The following periodontal services will be covered Dental Expenses only if performed by a Periodontist:
  - (aa)** Gingival Curettage
  - (bb)** Provisional Splinting Intracoronal
  - (cc)** Provisional Splinting - Extracoronal
  - (dd)** Occlusal Equilibration
  - (ee)** Scaling and Root Planing.
- (ii)** A Temporomandibular Joint (TMJ) appliance will be a covered adjunctive periodontal service only when performed by a certified dental specialist (i.e. periodontist, orthodontist, prosthodontist and oral surgeon).

**(h) Exclusions.** Covered Dental Expenses do not include and no benefits are payable for:

- (1)** charges for services, treatment, appliances and supplies which are specified in the Provincial Dental Association Schedule of Fees but which are not set forth above;
- (2)** charges for services for which benefits are otherwise provided under Health Care Coverage;
- (3)** charges for treatment by other than a dentist, except that
  - (i)** scaling or cleaning of teeth and topical application of fluoride may be performed by a licensed dental hygienist, and
  - (ii)** a denture therapist licensed under the Ontario Denture Therapists Act, 1974 (or a comparable provider licensed in a

province other than Ontario), may provide such services, appliances and supplies as are authorized by the denture therapist's license;

- (4) charges for veneers or similar properties of crowns and pontics placed on, or replacing teeth, other than the ten upper and lower anterior teeth;
- (5) charges for services or supplies that are cosmetic in nature, including charges for personalization or characterization of dentures;
- (6) charges for prosthetic devices (including bridges), crowns, inlays, and onlays, and the fitting thereof which were ordered while the individual was not insured for Dental Benefits or which were ordered while the individual was insured for Dental Benefits but are finally installed or delivered to such individual more than sixty (60) days after termination of coverage;
- (7) charges for the replacement of a lost, missing, or stolen prosthetic device;
- (8) charges for failure to keep a scheduled visit with the dentist;
- (9) charges for replacement or repair of an orthodontic appliance;
- (10) charges for services or supplies which are compensable under a Workers Safety Insurance Board or employer's liability Law;
- (11) charges for services rendered through a medical department, clinic, or similar facility provided or maintained by the patient's employer;
- (12) charges for services or supplies for which no charge is made that the patient is legally obligated to pay or for which no charge would be made in the absence of coverage for Dental Benefits;

- (13) charges for services or supplies which are not necessary, according to accepted standards of dental practice, or which are not recommended or approved by the attending dentist;
  - (14) charges for services or supplies which do not meet accepted standards of dental practice, including charges for services or supplies which are experimental in nature;
  - (15) charges for services or supplies received as a result of dental disease, defect or injury due to an act of war, declared or undeclared;
  - (16) charges for services or supplies from any governmental agency which are obtained by the individual without cost by compliance with laws or regulations enacted by any federal, provincial, municipal, or other governmental body;
  - (17) charges for any duplicate prosthetic device or any other duplicate appliance;
  - (18) charges for any services to the extent for which benefits are payable under any health care program supported in whole or in part by funds of the federal government or any province or political subdivision thereof;
  - (19) charges for the completion of any insurance forms;
  - (20) charges for prescription drugs;
  - (21) charges for sealants and for oral hygiene and dietary instruction;
  - (22) charges for a plaque control program;
- (i) **Proof of Loss.** The Carrier reserves the right at its discretion to accept, or to require verification of, any alleged fact or assertion pertaining to any claim for Dental Benefits. As part of the basis for determining benefits payable, the Carrier

may require xrays and other appropriate diagnostic and evaluative materials.

- (j) **Prepaid Group Practice Option.** The Company will make arrangements for eligible team members, retired team members and certain surviving spouses, where applicable, to be afforded the option to enroll for Dental Benefits under approved and qualified prepaid group practice plans, instead of the Dental Benefits hereunder; provided, however, that the Company's contributions toward coverage under such group practice plans shall not be greater than the amount the Company would have contributed for Dental Coverage hereunder.

(k) **Definitions**

The term "**dentist**" means a legally licensed dentist practising within the scope of the dentist's license. As used herein, the term "dentist" also includes a legally licensed physician authorized by the physician's license to perform the particular dental services rendered.

The term "**denture therapist**" means a denture therapist licensed under the Ontario Denture Therapists Act, 1974, (or a comparable provider licensed in a province other than Ontario), practising within the scope of the denture therapist's license.

The term "**periodontist**" means a legally licensed dentist who specializes in Periodontics, the treatment of diseases of the supporting structures of the teeth, and who practises within the scope of the dentist's license.

The term "**dental hygienist**" means a regulated primary oral health care professional who specializes in preventative oral health, typically focusing on techniques in oral hygiene.

The term "**reasonable and customary charge**" means the actual fee charged by a dentist or a denture therapist for a service rendered or supply furnished but only to the

extent that the fee is reasonable taking into consideration the following:

- (1) the usual fee which the individual dentist or denture therapist most frequently charges the majority of the dentist or the denture therapist's patients for a service rendered or a supply furnished;
- (2) the prevailing range of fees (as defined in the Administrative Manual) charged in the same area by dentists or denture therapists of similar training and experience for the service rendered or supply furnished;
- (3) unusual circumstances or complications requiring additional time, skill, and experience in connection with the particular dental service or procedure.

The term "**area**" means a metropolitan area, a county or such greater area as is necessary to obtain a representative cross section of dentists rendering such services or furnishing such supplies.

The term "**course of treatment**" means a planned program of one or more services or supplies, whether rendered by one or more dentists, for the treatment of a dental condition diagnosed by the attending dentist as a result of an oral examination. The course of treatment commences on the date a dentist first renders a service to correct or treat such diagnosed dental condition.

The term "**orthodontic treatment**" means preventive and corrective treatment of all those dental irregularities which result from the anomalous growth and development of dentition and its related anatomic structures or as a result of accidental injury and which require repositioning (except for preventive treatment) of teeth to establish normal occlusion.

The term "**ordered**" means, in the case of dentures, that impressions have been taken from which the denture will be prepared; and, in the case of fixed bridgework, restorative crowns, inlays, and onlays, that the teeth which will serve as abutments or support or which are



being restored have been fully prepared to receive, and impressions have been taken from which will be prepared the bridgework, crowns, inlays, or onlays.

Effective January 1, 2014, the term “**Provincial Dental Association Schedule of Fees**” means the Provincial Dental Association Schedule of Fees in effect two (2) years prior to the date the covered dental expenses are incurred. Effective October 1, 2017, the term “**Provincial Dental Association Schedule of Fees**” means the Provincial Association Schedule of fees in effect one (1) year prior to the date the covered dental expenses are incurred.

Effective January 1, 2014, the term “**Ontario Fee Schedule for Licensed Denture Therapists**” means the Ontario Fee Schedule for Licensed Denture Therapists in effect two (2) years prior to the date the covered dental expenses are incurred. Effective October 1, 2017, the term “**Ontario Fee Schedule for Licensed Denture Therapists**” means the Ontario Fee Schedule for Licensed Denture Therapists in effect one (1) year prior to the date the covered dental expenses are incurred.

### **Section 3. VISION BENEFITS**

- (a) **Company Arrangements.** The Company shall make available, the Vision Benefits set forth in this Section as follows:
- (b) **Enrollment Classifications.** Vision Benefits for an eligible team member, retired team member or surviving spouse shall include coverage for eligible dependents as they are defined in Section 1(c) of this Article.
- (c) **Description of Benefits.** Vision Benefits will be payable, subject to the conditions herein, if any covered person, while Vision Coverage is in effect with respect to such covered person, incurs Covered Vision Expense.
- (d) **Definitions.** As used herein:
  - (1) **"physician"** means any licensed doctor of medicine legally qualified to practice medicine and who within the scope of the physician's

license performs vision testing examinations and prescribes lenses to improve visual acuity;

- (2) **"optometrist"** means any person licensed to practice optometry in the province in which the service is rendered;
- (3) **"optician"** means any person licensed in the province in which the service is rendered to supply eyeglasses prescribed by a physician or optometrist to improve visual acuity, to grind or mould the lenses or have them ground or moulded according to prescription, to fit them into frames and to adjust the frames to fit the face;
- (4) **"provider"** means an optometrist or an optician;
- (5) **"lenses"** means ophthalmic corrective lenses, either glass or plastic, ground or moulded as prescribed by a physician or optometrist to be fitted into frames;
- (6) **"contact lenses"** means ophthalmic corrective lenses, either glass or plastic, ground or moulded as prescribed by a physician or optometrist to be fitted directly to the patient's eyes; these are subject to limitations and exclusions applicable to lenses generally;
- (7) **"frames"** means eyeglass frames into which two lenses are fitted;
- (8) **"covered person"** means the eligible team member, eligible retired team member, eligible surviving spouse and their eligible dependents;
- (9) **"covered vision expense"** means the charges incurred for lenses and frames for such lenses as described below, and are either for lenses or frames obtained from a provider, payable in accordance with subsection (e)(1) herein, and includes repairs to lenses and frames:
  - (i) prescribed lenses (including contact lenses) of a quality equal to the first

quality lens series manufactured by Imperial Optical, American Optical or Bausch and Lomb; and

- (ii) frames adequate to hold lenses which are a covered vision expense; and
- (iii) prescribed contact lenses when the covered person's visual acuity cannot otherwise be corrected to at least 20/70 in the better eye, or when medically necessary due to keratoconus, irregular astigmatism, irregular corneal curvature or physical deformity resulting in an inability to wear normal frames or when selected for other reasons, within the limits described in subsection (e) herein.

**(e) Benefits**

- (1) Effective October 1, 2013, reimbursement for prescription eye glasses (frames and/or lenses) or contact lenses once every 24 months up to a maximum of:

Single Vision Lenses	\$220
Bifocal Lenses	\$275
Trifocal Lenses	\$345
Contact Lenses	\$230

Effective October 1, 2013, reimbursement for laser eye surgery up to a maximum of \$325. A covered person reimbursed for such laser eye surgery will not be eligible for any other reimbursement under this Section 3 for a period of 48 months.

- (2) For prescribed contact lenses, when the covered person's visual acuity cannot otherwise be corrected to at least 20/70 in the better eye, or when medically necessary due to keratoconus, irregular astigmatism or irregular corneal curvature or physical deformity resulting in an inability to wear normal frames once each twelve month period to a maximum of \$440.00.

- (3) Repairs (not replacements) at the usual, reasonable and customary rates as determined by the Carrier.
- (4) Effective October 1, 2013, reimbursement to a maximum of \$85 for routine eye examination, once in a 24 month period, provided by an optometrist or physician (as defined in subsection (d) herein), when this benefit is not provided under the covered person's Provincial Health Care Plan.

**(f) Limitations**

**(1) Frequency**

- (i) If a covered person has received lenses, or frames or contact lenses for which benefits were payable under this Plan or the prior Plan, subsequent benefits will be payable only if received more than 24 months after the date that benefits were initially paid in the prior period.

Lenses and frames received under the Company's prescription safety glasses program for which no benefits were received under this Plan shall not be considered lenses and frames received under this Plan.

- (ii) If a covered person has diabetes or other medical conditions requiring frequent lens changes (as substantiated by an ophthalmologist) they will be eligible for new lenses whenever they have a prescription change.
- (iii) Repairs to frames will not be subject to a frequency limitation.
- (iv) Vision examinations, for covered persons under age 20 and over age 64, or at any age with medical conditions or diseases affecting the eyes whereby the Provincial

Health Care Plan provides the covered benefit.

**(g) Exclusions.** Covered Vision Expense does not include and no benefits are payable for:

- (1)** Medical or surgical treatment;
- (2)** Drugs or medications;
- (3)** Procedures determined by the Carrier to be special or unusual, such as, but not limited to, orthoptics, vision training, subnormal vision aids and aniseikonic lenses;
- (4)** Lenses or frames furnished for any condition, disease, ailment or injury arising out of and in the course of employment;
- (5)** Lenses or frames ordered:
  - (i)** before the covered person became eligible for coverage; or
  - (ii)** after termination of coverage; or
  - (iii)** while insured but delivered more than 60 days after coverage terminated;
- (6)** Charges for lenses or frames for which no charge is made that the covered person is legally obligated to pay or for which no charge would be made in the absence of Vision Benefits coverage;
- (7)** Charges for lenses or frames which are not necessary, according to accepted standards of ophthalmic practice, or which are not ordered or prescribed by the attending physician or optometrist;
- (8)** Charges for lenses or frames which do not meet accepted standards of ophthalmic practice, including charges for any such lenses or frames which are experimental in nature;

- (9) Charges for lenses or frames received as a result of eye disease, defect or injury due to an act of war, declared or undeclared;
  - (10) Charges for lenses or frames from any governmental agency which are obtained by the covered person without cost by compliance with laws or regulations enacted by any federal, provincial, municipal or other governmental body;
  - (11) Charges for any lenses or frames to the extent for which benefits are payable under any health care program supported in whole or in part by funds of the federal government or any province or political subdivision thereof;
  - (12) Replacement of lenses or frames which are lost or broken unless at the time of such replacement the covered person is otherwise eligible under the frequency and prescription change limitations set forth in subsection (f) herein or has not reached maximum allowable amount; and
  - (13) Charges for the completion of any insurance forms.
- (h) **Administrative Manual.** Policies, procedures and interpretations to be used in administering the Vision Expense Benefits Plan shall be incorporated in an Administrative Manual prepared by the Carrier upon review and approval by the Company and the Union.
  - (i) **Data.** The Carrier annually shall furnish the Company and the Union such information and data as may be mutually agreed upon by the parties with respect to vision expense coverage.
  - (j) **Cost and Quality Controls.** The Carrier will undertake the following review procedures and mechanisms and report annually to the Company and National Union UNIFOR.
- (1) **Utilization Review.** Analysis of various reports displaying such data as procedure profiles, utilization profiles and Covered Vision Benefits

payments summaries to evaluate the patterns of utilization, cost trends and quality of care.

- (2) **Price Reviews.** Where possible, price reviews or other audit techniques shall be conducted to examine records, invoices and laboratory facilities and materials and to verify that charges for covered persons are the same as for other patients. These examinations may include patient interviews and clinical evaluations of services and supplies received.
- (3) **Evaluation of Services and Supplies Received.** On a random or selective basis, covered persons who have received lenses and frames under the Plan will be selected for subsequent evaluation and examination by consulting providers to ensure that the services and supplies reported were actually provided and were performed in accordance with accepted professional standards. Such evaluations may include the quality of lenses and frames, and other aspects of the services provided.
- (4) **Survey of Services and Supplies Received.** On a random or selective basis, covered persons who have received lenses and frames under the Plan may be sent a questionnaire to:
  - (i) determine the level of satisfaction with respect to these lenses and frames;
  - (ii) determine whether lenses and frames for which Vision Benefits were paid were actually received;
  - (iii) determine whether providers recommend unnecessary optional services or supplies; and
  - (iv) identify other problem areas.
- (5) **Claims Processing.** The Carrier may conduct audits of claims being processed such as an analysis of patient histories and screening for

duplicate payments in addition to the normal eligibility, benefit and charge verifications.

- (6) **Provider Review.** When the Carrier or a covered person does not agree with the appropriateness of a service provided or a charge made under the Plan by an optometrist practising in Ontario, the matter may be presented to the licensing college under the Ontario Health Disciplines Act for resolution. Similar matters involving other providers or optometrist practising outside Ontario may be referred by the Carrier to the appropriate licensing agency or, where, operative, to peer review. The Carrier will seek to establish peer review where it does not exist.

#### **Section 4. HEARING AID BENEFITS**

- (a) **Company Arrangements.** The Company shall make available, the Hearing Aid Benefits set forth in this Section as follows:
- (b) **Enrollment Classifications.** Hearing Aid Benefits coverage for an eligible team member, retired team member or surviving spouse shall include coverage for eligible dependents as they are defined in Section 1(c) of this Article.
- (c) **Description of Benefits.** Hearing Aid Benefits will be payable, subject to the conditions herein, if any covered person, while Hearing Aid Coverage is in effect with respect to such covered person, incurs Covered Hearing Aid Expense.
- (d) **Definitions.** As used herein:
- (1) **"physician"** means an otologist or otolaryngologist who is board certified or eligible for certification in the otologist or otolaryngologist's specialty in compliance with standards established by their respective professional sanctioning body, who is a licensed doctor of medicine legally qualified to practice medicine and who, within the scope of the doctor's license, performs a medical examination of the ear and determines whether the covered



person has a loss of hearing acuity and whether the loss can be compensated for by a hearing aid;

- (2) **"audiologist"** means any hospital affiliated audiology clinic approved by the Ontario Health Insurance Plan, or an equivalent facility in a province other than Ontario. Such clinics shall conduct audiometric examinations and hearing aid evaluation tests for the purpose of measuring hearing acuity and determining and prescribing the type of hearing aid that would best improve the covered person's loss of hearing acuity.

The foregoing services shall be performed by a physician or if not a physician, by a person who:

- (i) possesses a master's or doctorate degree in audiology or speech pathology from an accredited university, or
- (ii) possesses a Certificate of Clinical Competence in Audiology from the American Speech and Hearing Association, and
- (iii) is qualified in the province in which the service is provided to conduct such examinations and tests.

An audiology clinic that is not hospital affiliated may be designated an audiologist by the Carrier, if the Carrier determines that (i) such clinic has facilities which are equivalent to the hospital affiliated clinics described above and (ii) audiometric examinations and hearing aid evaluation tests conducted by such clinic are performed only by a physician or by a person described in this subsection.

- (3) **"dealer"** means any participating person or organization that sells hearing aids prescribed by an audiologist to improve hearing acuity in compliance with the laws or regulations

governing such sales, if any, of the province in which the hearing aids are sold;

- (4) **"participating"** means having a written agreement with the Carrier pursuant to which services or supplies are provided under this Plan;
- (5) **"hearing aid"** means an electronic device worn on the person for the purpose of amplifying sound and assisting the physiologic process of hearing, and includes an ear mould, if necessary;
- (6) **"ear mould"** means a device of soft rubber, plastic or a nonallergenic material which may be vented or nonvented that individually is fitted to the external auditory canal and pinna of the patient;
- (7) **"audiometric examination"** means a procedure for measuring hearing acuity that includes tests relating to air conduction, bone conduction, speech reception threshold and speech discrimination;
- (8) **"hearing aid evaluation test"** means a series of subjective and objective tests by which an audiologist determines which make and model of hearing aid will best compensate for the covered person's loss of hearing acuity and which make and model will therefore be prescribed, and shall include one visit by the covered person subsequent to obtaining the hearing aid for an evaluation of its performance and a determination of its conformity to the prescription;
- (9) **"covered person"** means the eligible team member, eligible retired team member, eligible surviving spouse and their eligible dependents;
- (10) **"dispensing fee"** means a fee predetermined by the Carrier to be paid to a dealer for dispensing hearing aids, including the cost of providing ear moulds, under this Plan;

(11) **"covered hearing aid expense"** means the charges incurred for hearing aids of the following functional design: in-the-ear, behind-the-ear (including air conduction and bone conduction types), on-the-body, in-the-canal, completely in-the-canal, digital, programmable, and binaural (a system consisting of two (2) complete hearing aids) but only if

- (i) the hearing aid is prescribed based upon the most recent audiometric examination and most recent hearing aid evaluation test and
- (ii) the hearing aid provided by the dealer is the make and model prescribed by the audiologist and is certified as such by the audiologist.

In order for the charges for a hearing aid as described in this subsection (d)(11) to be payable as Hearing Aid Benefits under this Plan, upon each occasion that a covered person receives such a hearing aid the covered person must first obtain a medical examination of the ear by a physician, and such examination or such examination in conjunction with the audiometric examination must result in a determination that a hearing aid would compensate for the loss of hearing acuity. In the case of a binaural hearing aid system, the Carrier must determine that such a system is necessary, based upon professionally accepted standards, to compensate adequately for the loss of hearing acuity;

(12) **"acquisition cost"** means the actual cost to the dealer of the hearing aid.

(e) **Benefits.** The covered person may obtain;

- (1) hearing aids that the dealer shall have agreed to furnish covered persons in accordance with the following reimbursement arrangements:

- (i) the acquisition cost of the hearing aid; and
    - (ii) the dispensing fee, and
  - (2) repairs of hearing aids from the dealer. If the covered person requests unusual services from the dealer, the covered person shall pay the full additional charge therefor.
- (f) **Limitations – Frequency.** If a covered person has received a hearing aid for which benefits were payable under the Plan, benefits will be payable for each subsequent hearing aid only if received more than 36 months after receipt of the most recent previous hearing aid, for which benefits were payable under the Plan.
- (g) **Exclusions.** Covered hearing aid expense does not include and no benefits are payable for:
- (1) Medical examinations, audiometric examinations or hearing aid evaluation tests;
  - (2) Medical or surgical treatment;
  - (3) Drugs or other medication;
  - (4) Hearing aids provided under any applicable Workers Compensation insurance law;
  - (5) Hearing aids ordered:
    - (i) before the covered person became eligible for coverage; or
    - (ii) after termination of coverage;
  - (6) Hearing aids ordered while covered but delivered more than 60 days after termination of coverage;
  - (7) Charges for hearing aids for which no charge is made to the covered person or for which no charge would be made in the absence of Hearing Aid Benefits coverage;

- (8) Charges for hearing aids which are not necessary, according to professionally accepted standards of practice, or which are not recommended or approved by the physician;
  - (9) Charges for hearing aids that do not meet professionally accepted standards, including charges for any services or supplies that are experimental in nature;
  - (10) Charges for hearing aids received as a result of ear disease, defect or injury due to an act of war, declared or undeclared;
  - (11) Charges for hearing aids provided by any governmental agency that are obtained by the covered person without cost by compliance with laws or regulations enacted by any federal, provincial, municipal or other governmental body;
  - (12) Charges for hearing aids to the extent benefits therefor are payable under any health care program supported in whole or in part by funds of the federal government or any province or political subdivision thereof;
  - (13) Replacement of hearing aids that are lost or broken unless at the time of such replacement the covered person is otherwise eligible under the frequency limitations set forth herein;
  - (14) Charges for the completion of any insurance forms;
  - (15) Replacement parts for hearing aids;
  - (16) Persons enrolled in alternative plans; and
  - (17) Eye glass type, hearing aids, to the extent the charge for such hearing aid exceeds the covered hearing aid expense for one hearing aid under subsection (d) (11) herein.
- (h) **Administrative Manual.** Hearing Aid Benefits Plan policies, procedures and interpretations to be used in

administering the Plan shall be developed by the Carrier after review and approval by the Company and the Union.

- (i) **Data.** The Carrier annually shall furnish the Company and the Union such information and data as mutually may be agreed upon by the parties with respect to hearing aid expense coverage.
- (j) **Cost and Quality Controls.** The Carrier shall undertake appropriate review procedures to assure a high degree of cost and quality control. Where appropriate, such actions may include utilization review, price review and evaluation of services received.

**Section 5. PROSTHETIC APPLIANCE  
AND DURABLE MEDICAL EQUIPMENT  
BENEFITS**

- (a) **Company Arrangements.** The Company shall make available, the Prosthetic Appliance and Durable Medical Equipment Benefits set forth in this Section as follows:
- (b) **Enrollment Classifications.** Prosthetic Appliance and Durable Medical Equipment Benefits coverage for an eligible team member, retired team member or surviving spouse shall include coverage for dependents as they are defined in Section 1(c) of this Article.
- (c) **Description of Benefits.** Prosthetic Appliance and Durable Medical Equipment Benefits will be payable, subject to the conditions herein, if any covered person, while prosthetic appliance and durable medical equipment expense coverage is in effect with respect to such covered person, incurs covered prosthetic appliance and durable medical equipment expense.
- (d) **Definitions.** As used herein:
  - (1) **"physician"** means a legally qualified and licensed medical practitioner. Solely in connection with the prescribing of prosthetic lenses under subsection (e)(1)(ii)(aa) herein, an optometrist who is legally licensed to practice optometry at the time and place services are performed shall be

deemed to be a physician to the extent that he or she renders services he or she is legally qualified to perform;

- (2) **"covered person"** means the eligible team member, eligible retired team member, eligible surviving spouse and their eligible dependents;
- (3) **"covered prosthetic appliance and durable medical equipment expense"** means charges incurred for prosthetic appliances in accordance with subsection (e)(1) herein, or for durable medical equipment in accordance with subsection (e)(2) herein;
- (4) **"prosthetic appliance"** means an external prosthetic device or an orthotic appliance as described in (e)(1) herein;
- (5) **"durable medical equipment"** means an item of equipment as described in (e)(2) herein;
- (6) **"provider"** means a facility or dealer which supplies prosthetic appliances or durable medical equipment;
- (7) **"usual, reasonable and customary"** means the actual amount charged by a provider for a prosthetic appliance or for durable medical equipment, but only to the extent that the amount is reasonable and takes into consideration:
  - (i) the usual amount that the provider most frequently charges the majority of the provider's patients or customers for the prosthetic appliance or durable medical equipment provided;
  - (ii) the prevailing range of charges made in the same area by similar providers for the prosthetic appliance or durable medical equipment furnished; and
  - (iii) with respect to prosthetic appliances only, unusual circumstances or complications requiring additional time,

skill and experience in connection with a particular prosthetic appliance.

**(e) Benefits**

**(1) Prosthetic Appliances**

- (i)** When obtained from a provider by a covered person on the advice in writing of the attending physician, benefits will be payable on a usual, reasonable and customary charge basis for external prostheses and orthotic appliances which replace all or part of a body organ (including contiguous tissue) or replace all or part of the functions of a permanently inoperative or a malfunctioning body organ. Benefits shall also be payable for the replacement, repairs, fittings and adjustments of such devices. To be covered under this benefit, however, the advice in writing of the attending physician must include a description of the equipment as well as the reason for use or the diagnosis.
- (ii)** Limited to the external prostheses and orthotic appliances for which benefits shall be payable are:
  - (aa)** Artificial arms, legs, eyes, ears, noses, larynxes, prosthetic lenses (for people lacking an organic lens or following cataract surgery); aniseikonic lenses; above or below knee or elbow prostheses; external cardiac pacemakers; terminal devices, such as a hand or hook whether or not an artificial limb is required.
  - (bb)** Rigid or semirigid supporting devices (such as braces for the legs, arms, neck or back), splints, trusses; and appliances essential



to the effective use of an artificial limb or corrective brace.

- (cc)** Ostomy sets and accessories, catheterization equipment, urinary sets, external breast prostheses (including surgical brassieres) and orthopaedic shoes (when used as an integral part of an orthotic appliance).
- (dd)** Wigs or hairpieces, including duplicates, when hair loss is due to chemotherapy or radiation treatment, alopecia (excluding the following natural non-medical conditions causing hair loss; luminaris, male pattern baldness, prematura, senilis and totalis), hypothyroidism, traumatic scald and scalp fungal infection. Reimbursement will be limited to the usual and customary cost of a synthetic wig;
- (ee)** Wig, limited to a lifetime benefit of two wigs in a two year period, for covered persons diagnosed by a physician with transgenderism, to a maximum of \$400 per wig.
- (ff)** Effective January 1, 2014, when medically required as a result of severe osteoarthritis, Synvisc (or an equivalent viscosupplementation product) will be an eligible benefit only when treatment is prescribed and administered by an orthopedic surgeon and only when documentation is provided as to why surgery is not a viable alternative. The benefit will be limited to a treatment cycle maximum of \$300, and a total treatment maximum of \$1200, per

36-month period. This benefit is not eligible when prescribed in conjunction with/or within one year of the provision of a custom-made knee brace under this Plan.

**(iii)** Exclusions from this benefit (e)(1) include, but are not limited to:

**(aa)** Dental appliances, hearing aids and, except as provided above, eyeglasses;

**(bb)** Nonrigid appliances and supplies such as elastic stockings, garter belts, supports, and corsets.

**(2) Durable Medical Equipment**

When obtained from a provider by a covered person, benefits will be payable on a usual, reasonable and customary charge basis for the purchase or rental of durable medical equipment, subject to the following:

**(i)** The equipment must be:

**(aa)** prescribed by a licensed physician;

**(bb)** reasonable and necessary for the treatment of an illness or injury, or to improve the functioning of a malformed body member;

**(cc)** able to withstand repeated use;

**(dd)** primarily and customarily used to serve a medical purpose;

**(ee)** generally not useful to a person in the absence of illness or injury; and

**(ff)** appropriate for use in the home.

- (ii)** The rental price of the durable medical equipment shall not exceed the purchase price. The decision to purchase or rent shall be based on the physician's estimate of the duration of need as established by the original prescription.
- (iii)** When the durable medical equipment is rented and the rental extends beyond the original prescription, the physician must recertify (via another prescription) that the equipment is reasonable and medically necessary for the treatment of the illness or injury. In the event the recertification is not submitted, benefits will cease as of the original duration of need date or (30) days after the date of death, if earlier.
- (iv)** When the durable medical equipment is purchased, benefits shall be payable for repairs except that routine periodic maintenance is excluded.
- (v)** Limited to the durable medical equipment for which benefits shall be payable are:

  - (aa)** Hospital beds (with or without mattresses), rails, cradles and trapezes;
  - (bb)** Crutches, canes, patient lifts, walkers and wheelchairs;
  - (cc)** Bedpans, commodes, urinals if patient is bed confined. Portable toilets, in lieu of commodes, will be eligible for a patient who has otherwise qualified for a commode;
  - (dd)** Oxygen sets and respirators; (If the prescription is for oxygen, the physician must indicate how it is to be administered and what apparatus is to be used.)

- (ee)** Decubitus (ulcer) care equipment, dialysis equipment, dry heat and ice application devices;
- (ff)** I.V. stands, intermittent pressure units, neuromuscular stimulants, sitz baths, traction equipment, vapourizers and standard whirlpool baths.
- (gg)** Raised toilet seats for all medical conditions;
- (hh)** Soft casts to a maximum of \$30 per cast;
- (ii)** Reusable underpads for wheelchairs to a maximum of 6 per year;
- (jj)** One pair of custom made corrective footwear (excluding off-the-shelf, orthopedic footwear) per year required for specific medically necessary cases such as polio, amputation of toes, fusion of joints, club foot, etc. to a maximum of \$750 per year. Custom made shoes are only eligible when a patient cannot wear stock item or modified stock item footwear. In order to be considered custom made the provider must:
  1. take a mold of the patients foot
  2. fabricate a last (permanent 3D last)
  3. make a sole
  4. make a top
  5. attach the sole to the top;
- (kk)** Disposable diapers and cloth diapers for all incontinent persons.

- (ll)** Geriatric chairs on a one time basis to a maximum of \$2000;
- (mm)** Bath tub rails up to a lifetime maximum of \$100.
- (nn)** Allowance of up to \$1,000 for pressure injection devices for insulin or insulin infusion pump once every 5 years when such pressure injection device or insulin pump is used in lieu of needles and syringes:

Insulin infusion pump is an eligible benefit, once every 5 years, to a maximum of \$5,500, when prescribed by a physician and as a result of Type 1 diabetes. Physician's prescription should include required number of injections per day, diagnosis, blood sugar levels, and hemoglobin count. Insulin infusion pump supplies are an eligible benefit to a maximum of \$250 per month. These benefits are limited to eligible dependent children age 18 and under. Individuals approved for the \$5,500 benefit will not be eligible for the aforementioned \$1,000 allowance.

- (oo)** Two pairs of custom-made foot orthotics in any 36 month period to a maximum cost of \$400. The orthotics must be purchased from a provider who is a member in good standing of the Carrier's Preferred Provider Network service agreement for custom made foot orthotics.

(vi) Exclusions from this benefit (e)(2) include, but are not limited to:

(aa) Deluxe equipment such as motor driven wheelchairs and beds, except when such deluxe features are necessary for the effective treatment of a patient's condition and required in order for the patient to operate such equipment without assistance;

(bb) Items that are not primarily medical in nature or are for comfort and convenience (e.g., bed boards, overbed tables, adjust-a-bed, bathtub lifts, telephone arms, air conditioners, etc.);

(cc) Physicians' equipment (e.g., infusion pumps, sphygmomanometer, stethoscope, etc.);

(dd) Disposable supplies (e.g., disposable sheaths and bags, elastic stockings, etc.);

(ee) Exercise and hygienic equipment (exercycle, Moore wheel, bidet toilet seats, bathtub seats, etc.);

(ff) Selfhelp devices that are not primarily medical in nature (e.g., elevators, sauna baths, etc.); and

(gg) Arch supports.

(f) **Limitations on Coverage.** Covered prosthetic appliance and durable medical equipment expense does not include and no benefits are payable for:

(1) Prosthetic appliances or durable medical equipment furnished for any condition, disease,

ailment or injury arising out of and in the course of employment;

- (2) Charges for prosthetic appliances or durable medical equipment for which no charge is made that the covered person is legally obligated to pay or for which no charge would be made in the absence of Prosthetic Appliance and Durable Medical Equipment Benefits coverage;
- (3) Charges for prosthetic appliances or durable medical equipment (or items or special features related thereto) which are not necessary, according to accepted standards of medical practice, or which are not ordered or prescribed by the attending physician;
- (4) Charges for prosthetic appliances or durable medical equipment which do not meet professionally accepted standards, including charges for any such appliances or equipment which are experimental in nature;
- (5) Charges for prosthetic appliances or durable medical equipment received as a result of disease, defect or injury due to an act of war, declared or undeclared;
- (6) Charges for prosthetic appliances or durable medical equipment from any governmental agency which are obtained by the covered person without cost by compliance with laws or regulations enacted by any federal, provincial, municipal or other governmental body;
- (7) Charges for any prosthetic appliances or durable medical equipment to the extent for which benefits are payable under any health care program supported in whole or in part by funds of the federal government or any province or political subdivision thereof;
- (8) Charges for the completion of any insurance forms.

**Section 6. SEMI-PRIVATE HOSPITAL  
ACCOMMODATION BENEFITS**

- (a) **Company Arrangements.** The Company shall make available, the supplementary coverage for Semi-Private Hospital Accommodation Benefits as set forth in this Section as follows:
- (b) **Enrollment Classifications.** Semi-Private Hospital Accommodation Benefit coverage for an eligible team member, retired team member or surviving spouse shall include coverage for eligible dependents as defined in Section 1(c) of this Article.
- (c) **Description of Benefits.** Semi-Private Hospital Accommodation Benefit will be payable, subject to the conditions herein, if any covered person, while Semi-Private Hospital Accommodation Coverage is in effect with respect to such covered person, incurs Covered Semi-Private Hospital Accommodation Expense.
- (d) **Definitions.** As used herein:
- (1) **"covered person"** means the eligible team member, eligible retired team member, eligible surviving spouse and their eligible dependents.
- (2) **"covered semi-private hospital accommodation expense"** means the charges incurred for semi-private hospital accommodation in accordance with subsection (e) herein.
- (e) **Benefits.** The covered person may obtain Semi-Private Hospital Accommodation Benefits that the hospital shall have agreed to furnish covered persons in accordance with the following reimbursement arrangement:
- (1) Reimbursement for the difference in cost between standard ward charges and the cost of semi-private accommodation in a public general hospital when the standard ward charges are paid by any Provincial Government Health Plan of the Province in which the patient is a resident and when the patient is occupying, or has occupied an active treatment bed.



Reimbursement will cease to be available for covered persons who are admitted to such hospital on or after October 1, 2010.

- (2) Reimbursement for the difference in cost between standard ward charges and the cost of semi-private accommodation in a convalescent or rehabilitation hospital or a convalescent or rehabilitation wing in a public general hospital when the standard ward charges are paid by any Provincial Government Health Plan of the Province in which the patient is a resident and when the patient is occupying or has occupied a convalescent or rehabilitation bed. Effective October 1, 2007 such reimbursement to be limited to a maximum of \$200 per day.
- (3) In a public hospital in a bed designated as an Alternate Level of Care bed by the attending physician, a maximum reimbursement of up to \$30.00 per day for up to 120 days per Benefit Year (beginning with the first paid claim) for the difference between the charge for a standard ward and the cost of semi-private accommodation when the patient occupies semi-private accommodations.

**(f) Limitations**

- (1) No benefit shall apply to semi-private accommodation in a long term care facility, T.B. Sanatorium or mental hospital.
- (2) Payment of benefits is contingent upon the Provincial Health Insurance Plan in the Province in which the patient resides accepting or agreeing to pay the ward or standard rate.
- (3) Reimbursement shall not be made in respect to any eligible expense unless a claim is filed as required by the Carrier.

**(g) Exclusions.** Covered semi-private hospital accommodation benefit does not include and no benefit is payable for:

- (1) semi-private hospital accommodation where the covered person is not occupying an active treatment bed, a rehabilitation or convalescent bed, or a chronic care bed.
- (2) charges for completion of any insurance forms.
- (3) charges for semi-private hospital accommodation where such benefits are provided for the covered person without cost by compliance with laws or regulations enacted by any federal, provincial, municipal or other governmental body.

## **Section 7. PRESCRIPTION DRUG BENEFITS**

- (a) **Company Arrangements.** The Company shall make available, the Prescription Drug Benefits as set forth in this Section as follows:
- (b) **Enrollment Classifications.** Prescription Drug Coverage for an eligible team member, retired team member or surviving spouse shall include coverage for eligible dependents as defined in Section 1(c) of this Article.
- (c) **Description of Benefits.** Prescription Drug Benefits will be payable, subject to the conditions herein, if a team member, retired team member, surviving spouse or eligible dependent, while Prescription Drug Coverage is in effect with respect to such covered person, incurs Covered Prescription Drug Expense.
- (d) **Definitions.** As used herein:
  - (1) **"covered person"** means the eligible team member, eligible retired team member, eligible surviving spouse and their eligible dependents.
  - (2) **"covered prescription drug expense"** means the charges incurred for such drugs that are either Non-Specialty Drugs obtained from a Participating or Member Pharmacy, or Specialty Drugs obtained from a Pharmacy in the Preferred Pharmacy Network, payable in accordance with

subsection (e)(1) herein, or for Non-Specialty Drugs obtained from a nonparticipating pharmacy payable in accordance with subsection (e)(2) herein.

**"drug"** means and includes both Non-Specialty Drugs and Specialty Drugs:

- (i) any new drug product marketed after October 1, 1993 and is recommended for inclusion by Green Shield Canada's Pharmaceutical and Medical Consultants. When Green Shield Canada does not recommend a new drug for inclusion on the formulary or if Green Shield Canada requires additional assistance they will engage the services of an independent external scientific review agency to assist in this review. The criteria for inclusion into the formulary shall be that the new drug product offers therapeutic advantage to existing products in the formulary, is lifesaving or cost effective.
- (ii) on prescription, those pharmaceutical products listed in the latest edition of: The Narcotic Act; Schedules F & G of Food & Drug Act; and Schedules C, E, F & G of Health Disciplines Act of Ontario, Pharmacy Part;
- (iii) on prescription, insulin, insulin syringes and needles (including disposable type), diabetic testing agents and all injectables;
- (iv) all compounded prescription medication regardless of the active ingredients; provided that they do not contain only excluded items, eg., a mixture of vitamins;

**(2)** “dispensing fee” means the amount charged by a pharmacy for the professional services of the pharmacist for the dispensing or fulfillment of a prescription order or refill.

- (3) **“non-specialty drug”** means and includes a substance that is not: biologic, biosimilar, subsequent entry biology, biosimilar; or a medication that does not require special handling administration or monitoring as defined by the Carrier.
- (4) **“out-of-pocket maximum”** means the sum of the Prescription Drug co-payment of the eligible team member, retiree or his or her surviving spouse and their eligible dependents in a calendar year.
- (5) **“participating or member pharmacy”** means corporations, partnerships, sole proprietorships, public clinics, or public hospitals shall from time to time become member pharmacists bound by a Carrier/Member Pharmacy agreement. A participating or Member Pharmacy is one who provides dispensing services in accordance with the agreement with the Carrier.
- (6) **“pharmacy agreement”** means the provider of service agreement with the Carrier respecting the payment for the dispensing of Prescriptions by which Member Pharmacies agree to be bound.
- (7) **“pharmaceutical chemist”** means a legally qualified pharmaceutical chemist.
- (8) **“practitioner”** means a practitioner legally qualified to practice the professions or medicine or dentistry.
- (9) **“preferred pharmacy network”** means a group of Participating Pharmacies from which to obtain Specialty Drugs
- (10) **“prescription”** means an order or direction either oral or in writing, given by a practitioner ordering or directing that a stated amount of any drug, or drugs as specified in such order be dispensed by a member pharmacy or a pharmaceutical chemist for a person named in such order or direction. Prescription also includes prescription services.

**(11)** “specialty drug” means and includes any substance that is biologic, subsequent-entry biologic, biosimilar, or any medication that requires special handling, administration or monitoring as defined by the Carrier.

**(e) Benefits**

**(1)** From a Participating or Member Pharmacy, or in the case of Specialty Drugs from a pharmacy in the Preferred Pharmacy — the Network, the Covered Person may obtain Prescription Drugs subject to payment by the Covered Person of 10% of the total allowed amount paid by the plan for each separate prescription order and refill. The 10% co-payment will be applied until the Out-of-Pocket Maximums, as provided in (e)(3) herein, are reached. Thereafter, the plan will cover 100% of the total allowed amount paid by the plan for Covered Prescription Drug Expense for the remainder of the year.

In the event the agreement with the Carrier provides for a maximum allowable Dispensing Fee in excess of \$9.00, the Covered Person will be responsible for the excess.

**(2)** From a non-participating Pharmacy, the plan shall pay the usual, reasonable and customary charge paid to a Participating or Member Pharmacy for any Covered Prescription Drug Expense dispensed by a Pharmaceutical Chemist, a hospital, medical clinic, physician or dentist, less payment of 10% of the total allowed amount paid by the plan for Out-of-Pocket Maximums, as provided in (e)(3) herein, are reached. Thereafter, the plan will cover 100% of the total allowed amount paid by the plan for Covered Prescription Drug Expense for the remainder of the year. The Covered Person will be responsible for any additional charges by the non-participating pharmacy over and above those paid by the plan for Covered Prescription Drug Expense for the remainder of the year.

The Covered Person will be responsible for any additional charges by the non-participating pharmacy over and above those paid by the plan, including any Dispensing Fee charge over \$9.00.

- (3) The 10% co-payment outlined in (e)(1) and (2) herein will be limited to annual Out-of-Pocket Maximums as follows:

<u>Calendar Year</u>	<u>Out-of-Pocket Maximums</u>
2013	\$330
2014 and after	\$310

- (4) Whenever a generic equivalent for a prescribed drug is available, reimbursement under the Prescription Drug Benefit will be provided as follows:

- (i) When a Drug Prescription order or refill for a Covered Person has a generic equivalent (regardless of interchangeability), the maximum benefit under the Plan for such Drug will be limited to the cost of the lowest priced generic Drug, less the Co-payment stated in (e)(1) and (2) herein;
- (ii) When the Covered Person chooses the more costly Drug in lieu of the lowest priced generic Drug, such person will be responsible for the difference in cost;
- (iii) Sub-sections (e)(4)(i) and (ii) herein are subject to the letter “Adverse Drug Reaction”.

- (5) In the event that a brand name Prescription Drug becomes available at a cost less than the lowest price generic drug, the brand name Prescription Drug will be the eligible benefit.

- (f) **Choice of Pharmacy.** The subscriber may choose any Member Pharmacy or Pharmaceutical Chemist for a Non-Specialty Drug Prescription or a Participating

Pharmacy Network for a Specialty Drug Prescription.  
The pharmacy must be recorded in the records of the Carrier as a member in good standing at the time of dispensing of any prescription then authorized by the Carrier. The Carrier has the right to terminate the membership of any Member Pharmacy in accordance with the terms of the Pharmacy Agreement.

- (g) **Exclusions.** Covered Prescription Drug Benefits expense does not include and no benefits are payable for:
- (1) Any products which do not require a prescription by law or which do not fall into the above schedules.
  - (2) Prescriptions for which the patient may be compensated under the Workplace Safety and Insurance Act or obtains reimbursement from a Municipal, State, Provincial or Federal Government, agent or Foundation.
  - (3) Atomizers, inhalators, appliances and prosthetic devices or first aid supplies.
  - (4) Diaphragms, contraceptive jellies or appliances whether or not such prescription is given for a medical reason.
  - (5) Medication, cosmetics, laxatives and medicines which may lawfully be sold or offered for sale or which are advertised for sale in places other than in or through retail pharmacies, and which are not normally considered by practitioners as medicines for which a prescription is necessary or required.
  - (6) Any biological sera, vaccines, or injectables which are not prescribed or administered by a qualified medical practitioner, or injectables which are supplied or administered under any Federal, Provincial or Municipal Government.
  - (7) Blood and blood plasma.

- (8) Any preparation which is prepared from two or more non-benefit drugs for the purpose of becoming a benefit.
- (9) Drugs which are or may be classed as experimental in nature, or for which Notice of Compliance has not been issued.
- (10) Vitamins, except when injected, and dietary supplements whether or not their prescription is given for a medical reason.
- (11) Effective January 1, 2014, any Drug or medicine that can be purchased without a prescription with the exception of insulins, antifungals and epinephrine kits for the treatment of anaphylaxis.

**(h) Limitations**

- (1) Syringes, disposable syringes and needles, diabetic testing agents and insulin are paid at a reasonable, usual and customary suggested retail price.
- (2) Injectables or medicine injected by a physician are paid for at the cost of the injectable medicine only.
- (3) Syringes, disposable syringes and needles will not be a covered benefit under Prescription Drug Expense Benefits for a period of five (5) years from the date that an insulin pressure injection device or insulin pump is approved by the Carrier as a covered durable medical equipment expense under the Prosthetic Appliance and Durable Medical Equipment Benefits as set forth in this Article II.
- (4) Maintenance medication refills will be based on the Maintenance Medication Fill Limit policy administered by the Carrier. The policy limits the number of refills to five (5) per year for maintenance Drugs as defined by the Carrier. Refills will be dispensed at a minimum of a ninety (90) day supply after the initial fill.



(i) Intent of Section 7

Inclusion of this Section 7 to the CAMI Health Care Insurance Program for Hourly-Rate Team Members, should not be interpreted to remove or limit any previously existing coverage.

**Section 8. OUT-OF-PROVINCE COVERAGE**

- (a) **Company Arrangements.** The Company shall continue its arrangement to provide Coverage to pay physicians, or to reimburse patients, for Covered Hospital and Medical Expenses incurred under certain circumstances outside the patient's province of residence.
- (b) **Enrollment Classifications.** Out-of-Province coverage for an eligible team member, retired team member or surviving spouse shall include coverage for eligible dependents as defined in Section 1(c) of this Article.
- (c) **Description of Benefits.** Out-of-Province expenses will be reimbursed, subject to the conditions herein, if a team member, retired team member, surviving spouse or eligible dependent, while Out-of-Province Coverage is in effect with respect to such individual, incurs expenses related to Covered Services.
- (d) **Benefits.** Benefits are provided under such Coverage upon submission of proof satisfactory to the insurer that a covered person received Covered Services out of the province of the covered person's residence because of:
- (i) accidental injury or emergency medical services or
  - (ii) referral for medical care by the covered person's attending physician

The benefit payment for Covered Medical Expenses incurred equals the fee charged for such services less the fee scheduled under the applicable provincial medical plan for the Covered Services received, but only to the extent that the fee charged is reasonable and customary in the area where covered services are received. The benefit payment for Covered Hospital Expenses incurred equals the hospital's charge for Covered Services in semi-private accommodations less the sum of the payments made by the applicable provincial and supplementary hospital plans.

"covered services" are:

- (1) those medical services for which a fee is scheduled under the fee schedule of the applicable provincial medical plan and those hospital services for which a benefit is provided under the ward coverage of the applicable provincial hospital plan
- (2) emergency air ambulance services, when it is medically necessary for a covered patient to travel by an air ambulance from a location in North America to the patient's province of residence, the subscriber will be reimbursed for the amount charged to the patient and, when necessary, for the air fare of an accompanying medical attendant as well as the air fare of an accompanying spouse provided that:
  - (i) there is a medical need for the patient to be confined to a stretcher or for a medical attendant to accompany the patient during the journey,
  - (ii) the patient is admitted directly to a hospital in the patient's province of residence,
  - (iii) the patient's Provincial Government Health Insurance Plan makes a payment towards the cost,
  - (iv) medical reports or certificates from both the dispatching and receiving physicians are submitted, and
  - (v) proof of payment including air ticket vouchers or air charter invoices are submitted.
- (e) **Special Claims Processing.** To the extent that it can be arranged with the Carrier, special assistance will be provided to team members to facilitate claims payment and funds transfers. Such assistance will provide that the payment to a provider (i.e. physician or hospital) for Covered Services as defined herein, will be guaranteed by the Carrier when the provider or covered patient calls a pre-arranged toll-free number. In certain

circumstances, as required and subject to proper claims submission, this travel assistance program is further enhanced as follows:

- (1) Direct payment by the Carrier of eligible hospital and medical/surgical expenses to providers of service where those providers refuse to bill O.H.I.P. and/or the Carrier directly.
- (2) Direct repayment by the Carrier to an eligible patient who has incurred eligible Out-of-Province expenses resulting in financial hardship to that patient.

### **Section 9. IN-HOME NURSING CARE**

- (a) The Company will provide benefit coverage for In-Home Nursing Care when there is a clear medical necessity for the nursing services of a Graduate Registered Nurse (RN), or, effective October 1, 2001 a Registered Practical Nurse (RPN) to attend to a covered person in the person's home.

Reimbursement under such coverage will be the amount charged to the patient for such service up to a maximum of six (6) hours per day up to an annual maximum of \$12,000 provided that:

- (1) the nursing services are prescribed by a physician, and/or appropriate party responsible for accessing applicable government programs and/or funding, who must specify:
  - (i) the level of nursing skill required,
  - (ii) the amount of time in each day required for nursing services,
  - (iii) the approximate length of time that nursing - services are required,
- (2) the registered nurse or registered practical nurse is not a relative of the patient,
- (3) the registered nurse or registered practical nurse is currently registered with the appropriate Provincial nursing association when the services are performed,

- (4) the patient is not otherwise confined in another institution (i.e. hospital, long term care facility, etc.),
- (5) the rate charged for nursing care does not exceed the usual, reasonable and customary charge as set by the largest nursing employer registry in Ontario, and
- (6) all applicable provincial or federal government assistance (based on age, disability, income, etc) is applied for.

In determining the necessity for the nursing services and to ensure all available co-ordination with government programs the carrier will undertake an independent nursing services assessment. Failure to comply with any of the foregoing may result in non-payment of the claim.

- (b) A Personal Support Worker (PSW), commonly known as homemaker or health care aide, is an eligible benefit when prescribed by a physician and only when used in conjunction with the In-Home Nursing Care benefit referenced in (a) of this Section.
  - (1) The Personal Support Worker must have a certificate from an accredited program and be employed by a provincially recognized, bonded health care provider.
  - (2) Reimbursement will be the amount charged to the covered person for such service up to \$25 per hour to a maximum of five (5) hours per week.
- (c) Benefits reimbursed under sub-section (a) and (b) of this Section will be limited to an annual maximum of \$12,000.
- (d) Should any covered person reach the annual maximum provided in this Section, their coverage will be continued at up to two (2) hours a day for the nursing services of a Graduate Registered Nurse (RN).

## **Section 10. LAND AMBULANCE SERVICES**

When it is medically necessary for a covered patient to travel by a licensed land ambulance service (municipal, hospital, private or volunteer) either in the patient's province of residence or out of the patient's province of residence, a benefit will be provided for the charge which exceeds the coverage of any applicable government plans, if any, up to the Usual, Reasonable and Customary rate for the area where the service was received (as determined by the Carrier).

## **Section 11. LONG TERM CARE AND CHRONIC CARE**

### **(a) Long Term Care**

The Company will provide benefit coverage with respect to expenses incurred for the patient co-payment expense for each day a covered person resides in a Long Term Care Facility, as an approved resident as determined under the Long Term Care Act 1994, as amended or replaced.

The benefit payment under such coverage for the patient co-payment expense in an approved Long Term Facility, will be the difference between the daily allowance paid to the Long Term Care Facility by the Province of Ontario in a standard ward and the daily semi-private rate up to a maximum of \$38.00 per day for a period of 60 days, if such accommodation is occupied, as approved by the Province of Ontario and in effect during the term of the Collective Agreement.

Benefits will be provided upon submission of proof satisfactory to the insurer that a covered person has been approved as provided under the Act and a payment of an allowance for such care was made on behalf of such person by the Province of Ontario for such day for which benefits under the program are claimed.

### **(b) Chronic Care**

- (1)** Chronic care benefits will be payable, for the patient's expense in a public chronic hospital or chronic wing facility of a public general hospital. The benefit amount payable will be the chronic

care co-payment charge plus the difference in cost between standard ward charge and the cost of the semi-private accommodation, provided that all applicable provincial or federal government assistance is applied for by the patient.

- (2) For covered persons who first apply for such Chronic Care Benefits on or after September 17, 2013, Chronic Care Benefits are modified to be payable as follows:
  - (i) In a public chronic hospital or chronic wing facility of a public general hospital, a maximum reimbursement of up to \$30 per day for the difference between the charges for a standard ward and the cost of semi-private accommodation when the patient has occupied semi-private accommodation.
  - (ii) In a public chronic hospital or chronic wing facility of a public general hospital, a maximum reimbursement equal to the provincially approved co-pay amount not to exceed \$60 per day will be paid toward the chronic care co-pay charge following the expiration of the co-pay benefit period paid by the Provincial Government Health Plan.
- (3) In a public hospital in a bed designated as an Alternate Level of Care bed by the attending physician, a maximum reimbursement of up to \$47.53 per day for a period of 120 days will be paid toward the chronic care co-pay charge following the expiration of the co-pay benefit period paid by the Provincial Government Health Plan.

## **Section 12. PARAMEDICAL COVERAGE**

### **(a) Company Arrangements**

The company shall arrange to make available a Paramedical Benefit as set forth in this Section as follows:

(b) Enrollment Classifications

Paramedical Benefits coverage for an eligible team member, retired team member or surviving spouse shall include coverage for dependents as they are defined in Section 1(c) of this Article.

(c) Description of Benefits

Paramedical Benefits will be payable, subject to conditions herein.

(d) Definitions

As used herein:

- (1) **“physician”** means any licensed doctor of medicine legally qualified to practice medicine;
- (2) **“Practitioner of Chiropractic”** means a provincially licensed Doctor of Chiropractic (D.C.);
- (3) **“Practitioner of Podiatry”** means provincially licensed Doctor of Podiatric Medicine (D.P.M.);
- (4) **“Practitioner of Chiropody”** means a provincially licensed chiropodist holding a diploma in Chiropody (D.Ch.) or equivalent;
- (5) **“Doctor of Naturopathy (N.D.)”** means one who is accredited through the Provincial Naturopathic Association and is a graduate of a recognized school of naturopathy;
- (6) **“Registered Massage Therapist”** means one who is accredited and registered with the appropriate provincial licensing board for massage therapists and a graduate of a recognized school of massage therapy; and
- (7) **“Physiotherapist” means one who is accredited, registered and a member in good standing with the appropriate provincial licensing board for physiotherapists; and**

- (8) “covered person” means the eligible team member, retired team member, eligible surviving spouse and their eligible dependents.

(e) Eligible Benefits and Limitations

- (1) The services (excluding x-rays) of a Practitioner of Chiropractic are an eligible benefit. Chiropractic treatments will be reimbursed at a maximum rate of \$15 per visit until the applicable provincial benefit plan is exhausted and at a maximum rate of \$25 per visit thereafter, to an annual maximum of \$465.

Should any covered person reach the annual maximum, their reimbursement amount will be continued at an amount equivalent to the reimbursement provided under the applicable provincial benefit plan once such provincial benefit plan has been exhausted. Where chiropractic care is not a covered benefit under the applicable provincial benefit plan this reimbursement amount will be the equivalent of the reimbursement provided under the Ontario provincial plan.

- (2) Treatments provided by a Practitioner of Chiropody, when prescribed by a physician, and a Practitioner of Podiatry are eligible. Podiatry treatments are eligible when they occur subsequent to the exhaustion of the applicable provincial benefit period maximum. These benefits will be reimbursed at a maximum rate of \$11.45 per visit for either Podiatry or Chiropody, to an annual combined maximum of \$325 per benefit year per covered person.
- (3) The services of a Doctor of Naturopathy (N.D.) are an eligible benefit and will be reimbursed at a maximum of \$25 per visit, to an annual maximum of \$325 per benefit year per covered person.
- (4) The services of a Registered Massage Therapist are an eligible benefit, when prescribed by a



physician and will be reimbursed at a maximum rate of \$45 per visit, to an annual maximum of \$200 per benefit year per covered person.

(5) Effective January 1, 2018 the services of a Physiotherapist are an eligible benefit when prescribed by a physician and will be reimbursed at a maximum rate of \$50 per visit to an annual maximum of \$200 per benefit year per covered person. A covered person will not be eligible for reimbursement under this plan when publicly or provincially funded physiotherapy coverage is available.

**(f) Exclusions**

The above listed paramedical benefits do not include and no benefits are payable:

- (1)** for remedies, supplies, vitamins, herbal medications or preparations;
- (2)** where the service is necessary as the result of a motor vehicle accident, unless there is no such coverage under a motor vehicle insurance policy or such coverage has been exhausted; and
- (3)** if the covered person is a resident of a long term care facility, unless such services otherwise provided by the long term care facility have been exhausted.

### ARTICLE III

#### CONTINUATION OF INSURANCE, COMPANY AND TEAM MEMBER CONTRIBUTIONS, AND CESSATION OF INSURANCE

##### **Section 1. TEAM MEMBERS IN ACTIVE SERVICE**

The Company and the team member, in accordance with Article II Section 1(d), shall make monthly contributions for Health Care Coverage as set forth in Article II for a team member enrolled as follows:

- (a) With respect to any month in which the team member has earnings from the Company, the Company and the team member shall make contributions for the following month's coverage.
- (b) With the exception of team members returning to work from a military leave of absence, team members returning to work under circumstances which make them immediately eligible for reinstatement of Health Care coverage (other than Dental) may obtain such coverage by making a prorata payment of the applicable contribution for the period commencing on the date of return to work and ending on the last day of the month in which such team member returned to work.
- (c) **Optional Group Medical Practice Plan Coverage**  
For team members subscribing to the optional alternative plans as provided in Article II, Section 1(e), the Company shall contribute on the basis set forth in subsection (a) herein, but such contributions for team members in active service shall not exceed those which would be required if such team members were enrolled in the applicable local plans. At its option, the Company may, from time to time in areas it may designate, waive this limitation in whole or in part.
- (d) **Optional Sponsored Dependent Coverage**  
The team member shall pay the full additional cost of Health Care coverage under Article II, Section 1(d) and the Company shall not contribute toward the cost of Health Care Coverage for any sponsored dependents.

**Section 2. CONTINUANCE OF  
COVERAGE DURING LAYOFF**

- (a) The Company and the team member, in accordance with Article II Section 1(d) shall make the required monthly contributions so that all coverage provided under Article II will be provided until the end of the month following the month in which the team member was last in active service.
- (b) Dental Coverage shall not be continued on a group basis during periods of layoff beyond the end of the month following the month in which the team member was last in active service.
- (c) Health Care (other than Dental) Coverage provided under Article II shall be continued on a group basis during periods of layoff for up to twenty-four (24) consecutive months following the last month of coverage for which the Company contributed in accordance with subsection (a) herein, provided the team member's seniority is not broken. The team member shall continue to make his or her monthly contribution, in accordance with Article II Section 1(d), while eligible for these Health Care Coverages.
- (d) The Company has established certain schedules related to Years of Seniority, or on some other basis, under which the Company and the team member will make the required monthly contributions during a specified number of full calendar months of layoff for the Health Care (other than Dental) Coverage continued in accordance with subsection (c) herein.
- (e) Health Care (other than Dental) Coverage continued while on layoff pursuant to subsection (c) herein, shall be continued for up to twelve (12) additional months beyond the last month for which the Company contributed in accordance with subsection (d) herein, provided the team member's seniority is not broken and contributions for coverage continued for additional months are made in accordance with subsection (f) herein.
- (f) Team members shall contribute the full premium or subscription charge for coverage continued in

accordance with subsections (c) and (e) herein, in any month of layoff in which they are not eligible for Company contributions.

**(g) Team Member Placed on Layoff from Disability Leave of Absence**

For a team member who, upon reporting for work from an approved disability leave of absence, is immediately placed on layoff, the day the team member reports for work shall be deemed to be the day the team member was in active service prior to layoff for purposes of this Section 2. The insurance to be continued during such layoff will be that for which the team member was insured on the actual day the team member last worked.

**(h) Optional Group Medical Practice Plan Coverage**

For team members subscribing to the optional alternative plans as provided in Article II, Section 1(e), the Company shall contribute on the basis set forth in subsection (a) herein, but such contributions for team members on layoff shall not exceed those which would be required if such team members were enrolled in the applicable local plans. At its option, the Company may, from time to time in areas it may designate, waive this limitation in whole or in part.

**Section 3. TEAM MEMBERS ON DISABILITY LEAVE**

- (a)** Health Care coverage provided in Article II shall be continued on a group basis for the duration of an approved disability leave of absence provided the team member is totally and continuously disabled, except that if a team member's disability leave is cancelled because the period of such leave equaled the length of the team member's seniority, such coverage shall continue to remain in force in any month in which the team member continues to receive Sickness and Accident Benefits or Extended Disability Benefits in accordance with the CAMI Group Life Insurance and Disability Benefit Program for Hourly-Rate Team Members subsequent to such cancellation, and except that a team member who becomes disabled and would be eligible for Total and Permanent Disability Benefits under any CAMI Pension Plan then in effect but for the fact that the team member does not have the years of credited service required to be

eligible for such benefits, may continue such coverage on a group basis for a period equal to the team member's seniority on the team member's last day worked, upon submission of such periodic proof of the continuance of such disability as CAMI may reasonably require, subject to the approval of the carrier(s). Contributions for such coverage so continued shall be in accordance with subsections (b) and (c) herein.

- (b) The Company and the team member, in accordance with Article II Section 1(d), shall make the required contributions for Health Care Coverage continued in accordance with subsection (a) herein, for the duration of an approved disability leave of absence or for any month in which the team member continues to receive Sickness and Accident Benefits or Extended Disability Benefits provided the team member is totally and continuously disabled, in accordance with the CAMI Group Life Insurance and Disability Benefit Program for Hourly-Rate Team Members.
- (c) Team members shall contribute the full premium or subscription charge for such continued coverage in any month in which they are not eligible for Company Contributions.
- (d) **Optional Group Medical Practice Plan Coverage.** For team members subscribing to the optional alternative plans as provided in Article II, Section 1(e), the Company shall contribute on the basis set forth in subsection (b) herein, but such contributions for team members on a disability leave of absence shall not exceed those which would be required if such team members were enrolled in the applicable local plans. At its option, the Company may, from time to time in areas it may designate, waive this limitation in whole or in part.

**Section 4. TEAM MEMBERS ON OTHER LEAVES OF ABSENCE**

- (a) Health Care (other than Dental) Coverage provided in accordance with Article II shall continue to be made available on a group basis for a team member on an approved leave of absence, other than for disability, for up to twelve (12) consecutive months following the last

month of coverage for which the Company contributed for the team member while in active service, provided the team member's seniority is not broken and contributions for such coverage continued are made in accordance with subsection (c) herein.

- (b) Dental Coverage provided in accordance with Article II shall not be continued on a group basis for a team member on an approved leave of absence, other than for disability, beyond the end of the month in which the team member was last in active service.
- (c) Team members continuing their coverage in accordance with subsection (a) herein, while on approved leaves of absence other than for disability shall contribute the full premium or subscription charge in each full month such coverage are continued.

**Section 5. COVERAGE DURING UNION LEAVE OF ABSENCE**

- (a) A team member who is on leave of absence requested by the team member's Local Union to permit the team member to work for the Local Union may continue, until the date such leave or any extension thereof ceases to be operative, all the Health Care Coverage provided in Article II of the Program. For such coverage continued under Article II of the Program, a team member shall contribute the full monthly premium or subscription charge.
- (b) Furthermore, such leaves of absence existing on the applicable effective date of the amended Program for any such team members will not operate to defer the effective dates of any such coverage for such team members under the Program.

**Section 6. COVERAGE FOLLOWING LOSS OF SENIORITY**

The provisions of Sections 7 and 10 of this Article to the contrary notwithstanding, if a team member loses seniority under the Labour Agreement pursuant to:

- (a) Paragraphs 11(c), 11(d), or 11(f), all Health Care Coverage provided under Article II shall cease as of the last day of the month in which seniority is lost;
- (b) Paragraph 11(a), 11(b), 11(c), 11(d), or 11(f), and if such team member is seeking to have seniority reinstated through the grievance procedure established in the Labour Agreement, Health Care Coverage provided under Article II shall cease as of the last day of the month next following the month in which seniority is lost;

If a team member loses seniority pursuant to Paragraphs 11(a), 11(b), 11(c), 11(d) or 11(f) of the Labour Agreement, and if such team member is seeking to have seniority reinstated through the grievance procedure established in the Labour Agreement, such team member's Health Care Coverage provided in Article II of the Program, may be continued while the team member's grievance is pending beyond the periods specified in (a) or (b) herein. The team member shall contribute the full monthly premium or subscription charge for Health Care Coverage.

**Section 7. CONTINUANCE OF COVERAGE UPON TERMINATION OF EMPLOYMENT OTHER THAN BY RETIREMENT OR DEATH**

Following termination of employment other than by retirement or death, the team member shall be entitled to such direct payment contracts for Coverage as are provided in such contingency by the Carrier under which the team member is covered at the time of such termination of employment.

**Section 8. CONTINUANCE OF HEALTH CARE COVERAGE UPON RETIREMENT OR TERMINATION OF EMPLOYMENT AT AGE 65 OR OLDER**

- (a) Upon retirement, team members (and their eligible dependents as defined in Section 1(c) of Article II) will be eligible for coverage under the Health Care Program described in Article II provided that such retired team member is eligible for benefits under Section 6 (except Section 6.05 unless the retired team member has ten or more years of credited service at the time of retirement)

of the CAMI Defined Benefit Pension Plan for Production and Maintenance Workers.

- (b) The Company and the retiree, in accordance with Article II Section 1(d), shall make the required contribution for Health Care Coverage in accordance with Section (a) herein, provided that the team member retires under one of the following provisions under the CAMI Defined Benefit Pension Plan for Production and Maintenance Workers:

- Section 6.01 Normal Retirement;
- Section 6.02 Early Retirement After "30 Years";
- Section 6.03 Early Retirement After "85 Points";
- Section 6.04 Early Retirement After "60 and 10" but Before "85 Points".

or

- Section 6.06 Disability Pension

- (c) Retirees who do not qualify for coverage in accordance with Section (b) herein, will be eligible to obtain group coverage through self-payment of the premiums, provided that the team member retires under Section 6.05 – Early Retirement Before "60 and 10" or Before "85 Points" under the CAMI Defined Benefit Pension Plan for Production and Maintenance Workers (provided that the team member has ten or more years of credited service at the time of retirement).

**(d) Optional Sponsored Dependent Coverage**

The retired team member shall pay the full additional cost of Health Care coverage under Article II, Section 1(d) and the Company shall not contribute toward the cost of Health Care Coverage for any sponsored dependents.

**Section 9. CONTINUANCE OF HEALTH CARE COVERAGE FOR SURVIVING SPOUSE OF A TEAM MEMBER, IF ELIGIBLE, OR A RETIRED OR CERTAIN FORMER TEAM MEMBER**

- (a) Health Care Coverage will be provided for all surviving spouses who continue to be eligible for monthly survivor income benefits provided in Article II Section 8(a) and 8(e) of the CAMI Group Life Insurance and Disability



Benefit Program for Hourly-Rate Team Members. The Company and the surviving spouse, in accordance with Article II Section 1(d), shall make the required contribution for Health Care Coverage (including Dental) for the duration of continuing eligibility for monthly survivor income benefits.

- (b) The Company shall make suitable arrangements for a surviving spouse (as defined in Article IV, Section 9):
  - (1) of a team member or retired team member (but not of a former team member eligible for a deferred pension or a team member who retires under Section 6.05) if such spouse is receiving or is eligible to receive a survivor benefit under Section 6 of the CAMI Defined Benefit Pension Plan for Production and Maintenance Workers,
  - (2) of a retired team member if, prior to death, the team member was receiving a benefit under Section 6 (except Section 6.05), of the CAMI Defined Benefit Pension Plan for Production and Maintenance Workers,
  - (3) of a former team member whose employment was terminated at age 65 or older for any reason other than a discharge for cause with insufficient credited service to entitle the former team member to a benefit under Section 6 of the CAMI Defined Benefit Pension Plan for Production and Maintenance Workers, or
  - (4) of a team member who at the time of death was eligible to retire on an early or normal pension under Section 6 (except Section 6.05 or 6.06), of the CAMI Defined Benefit Pension Plan for Production and Maintenance Workers, to participate in the Health Care Coverages provided in Article II. Subject to the availability of the coverages, such participation will be as a part of the groups covered.
- (c) The Company shall make suitable arrangements for a surviving spouse of a team member whose loss of life results from accidental bodily injuries caused solely by employment with the Company, and results solely from

an accident in which the cause and result are unexpected and definite as to time and place, to participate in Health Care Coverage referred to in Article II; provided, however, such Coverage shall not include Dental, Hearing Aid or Vision coverage unless applicable to the team member at date of death, and shall terminate upon the remarriage (remarriage shall include a legal marriage or the cohabiting and residing by the surviving spouse with a person of the same or opposite sex for a continuous period of at least one year during which such survivor publicly represents such person to be her or his spouse) or death of the surviving spouse.

- (d) The Company and the surviving spouse, in accordance with Article II Section 1(d), shall make the required monthly contributions for Health Care Coverage continued in accordance with subsection (c) herein, only on behalf of a surviving spouse as defined in subsections (b) and (c) herein, and the eligible dependents of any such spouse. The effective dates of coverage shall be in accordance with the rules and regulations of the local plans.
- (e) Coverage provided under Article II, Section 1(d) for a sponsored dependent enrolled at the time of a team member's death may be continued at the option of the team member's surviving spouse while such spouse is enrolled for coverage as provided in this Section 9.
- (f) When contributions by surviving spouses are required, they shall pay contributions to the Company on or before the date the contributions are due or, if suitable arrangements can be made, directly to the Carriers on or before the due date. The surviving spouse shall pay the full additional cost of coverage under this subsection (f) and the Company shall not contribute toward the cost of Health Care Coverage for any sponsored dependents.
- (g) The Company may, from time to time, request that such surviving spouses attest to the eligibility status of their dependents toward whose coverage the Company contributes. If the surviving spouse fails to comply with such request, the Company may reduce the surviving spouse's coverage to that of "self only", unless it can be demonstrated that the survivor had an eligible dependent.

**Section 10. CESSATION OF INSURANCE**

Health Care Coverage shall automatically cease:

- (a) for a team member who quits or is discharged as of the last day of the month in which the team member quits or is discharged or, if later, the date seniority is broken.
- (b) for a team member, retired team member or surviving spouse who fails to make a required contribution for Health Care when due, the last day of the calendar month for which the last contribution was applicable.

## **ARTICLE IV**

### **DEFINITIONS**

#### **Section 1. TEAM MEMBER**

- (a) Any person regularly employed by the Company in Canada on an hourly-rate basis, including:
- (1) hourly-rate persons employed on a full-time basis;
  - (2) part time hourly-rate team members who, on a regular and continuing basis, perform jobs having definitely established working hours, but the complete performance of which requires fewer hours of work than the regular work week, provided the services of such team members are normally available for at least half of the employing unit's regular work week.
- (b) The term "team member" shall not include team members represented by a labour organization which has not signed an agreement making the Program applicable to such team members.

#### **Section 2. COMPANY**

The term "Company" shall mean CAMI.

#### **Section 3. PROVINCIAL HOSPITAL PLAN**

The term "Provincial Hospital Plan" as used in this Program shall mean a plan constituted under the laws of a province providing hospital expense benefits for residents of such province.

#### **Section 4. PROVINCIAL MEDICAL PLAN**

The term "Provincial Medical Plan" as used in this Program shall mean a plan constituted under the laws of a province providing medical expense benefits for residents of such province.

**Section 5. SENIORITY**

A team member's seniority as used in this Program is the same as a team member's seniority as defined in the Labour Agreement.

**Section 6. PLAN**

Plan means that portion of the Program referred to in Article II.

**Section 7. ELIGIBLE CHILDREN**

For the purposes of Article II, Section 1(c), the term "eligible children" shall include unmarried children until the end of the calendar year in which they attain 25 years of age,

- (a) of the team member by birth, legal adoption, or legal guardianship, while such child legally resides with, is in the custody of, and is dependent upon the team member,
- (b) of the team member's spouse while such child is in the custody of and dependent upon the team member's spouse and is residing in and a member of the team member's household,
- (c) as defined in (a) and (b), who does not reside with the team member but is the team member's legal responsibility for the provision of health care,
- (d) who resides with and is related by blood or marriage to the team member, for whom the team member provides principal support as defined by the Canadian Income Tax Act, and who was reported as a dependant on the team member's most recent income tax return or who qualifies in the current year for dependency tax status.

And

- (e) the eligible dependent in (a) through (d) above, having reached the age of 21, must be enrolled in school full time.

Eligible children as defined in (a), (b), (c) or (d) includes children regardless of age if totally and permanently disabled, provided that any such child attains age 21 must be dependent

upon the team member within the meaning of the Canadian Income Tax Act and must legally reside with, and be a member of the household of, the team member. "Totally and Permanently Disabled" means having any medically determinable physical or mental condition which prevents the child from engaging in substantial gainful activity and which can be expected to result in death, or to be of long-continued or indefinite duration.

Eligible children as defined in (e) must submit written proof of enrollment in school.

Upon application, eligible children who shall become orphaned on or after October 19, 1992 and who otherwise continue to be eligible as defined in (a), (b), (c), (d) and (e) shall be provided for covered expenses under the Program to the extent that benefit coverage for such expenses is not available under any other program provided by a legal guardian, such other persons or entity on whom the orphan is dependent, or any provincial plan.

#### **Section 8. CARRIER**

Carrier as used in this Program means the entity by which coverages are underwritten or benefits are paid.

#### **Section 9. SPOUSE**

The term "Spouse" shall mean the person to whom the team member is legally married, or, if the team member so elects, means a person who has been cohabiting and residing with the team member for a continuous period of at least one year, and has been publicly represented by the team member as the team member's spouse and who has been so designated in writing on a form filed with the Company by the team member.

#### **Section 10. SURVIVING SPOUSE**

The term "Surviving Spouse" shall mean the person to whom the team member is legally married prior to the team member's death, or if there is no surviving spouse, means a person who had been cohabiting and residing with the team member at the time of the team member's death, for an immediately preceding period of at least one year, and who had been publicly represented by the team member as the team member's spouse and who had been so designated in writing on a form filed with the Company by the team member.

## **DOCUMENT 1**

### **EMPLOYMENT INSURANCE PREMIUM REDUCTION**

During these negotiations the parties discussed the sharing of the Employment Insurance premium reduction allowed employers with qualified wage loss replacement plans.

The parties recognize that the Employment Insurance premium reduction may be passed on to team members as a group either in the form of a cash rebate or in the form of team member benefits.

It was agreed that the current level of benefits provided at CAMI constitutes compliance with the regulations requiring that the premium reduction be passed on to the team members in the form of team member benefits.

## DOCUMENT 2

### PROCEDURE FOR THE REVIEW OF DENIED CLAIMS

To afford team members a means by which they can seek review and possible reconsideration of a denied claim, CAMI will provide a review and appeal procedure in accordance with the following guidelines:

#### **Disputed Health Care Claims of Questions of Coverage**

**Step 1.** Within (30) days following receipt of written notification from the carrier, to the team member, with regard to denial of a claim in full or in part, a team member may request the local union representative to review the disputed claim with the designated local management representative. If requested to do so, the designated local management representative will endeavour to obtain additional information from the carrier regarding the disputed claim. The local management representative will investigate the reasons for denial with the carrier. The carrier will advise the management representative what, if anything, can be done to support the team member's claim for payment of benefits.

**Step 2.** If the local union representative contests the position of the carrier as reported by the local management representative, the representative may refer the case to the Plant Chairperson for review with the Manager of Personnel or designated representative. At such time the representative shall notify the local management representative in writing of the intention to do so.

**Step 3.** If the local union representative continues to contest the denial of the claim following Step 2, the union representative may refer the case to the National Union UNIFOR Representative. The National Union UNIFOR Representative may review the disputed claim with the Company or the carrier. At the request of the National Union UNIFOR Representative, the Company will request the carrier to review such claim. The carrier will be requested to report in writing to the Manager of Personnel or designated representative and the National Union UNIFOR Representative its action as a result of such review. If payment of the claim is denied in full or in part, the carrier will be requested to include in its report the pertinent reasons for the denial.



**Step 4.** If the Company and the National Union, along with the carrier are unable to reach an agreement, the Company upon written request of the National Union UNIFOR, will request a review by a mutually agreed upon third party. Such request to the independent third party will be in writing and will incorporate the Union's position. If there is no agreement between the Company and the National Union UNIFOR as to the independent third party, within ten (10) days, the matter shall be referred to the Ministry of Labour for the appointment of an independent third party to hear the review.

**Step 5.** The third party will report to the National Union UNIFOR and to the Company its action as the result of such review. The results of this report will be final and binding on the Company, the Union, the team member and the carrier.

The local union and local management shall each be responsible for one-half of the expenses and the fee payable to the independent third party.

All requests for review of denied claims and furtherance from one step to the next as outlined above shall be communicated to the Company using the Request for Review of Denied Claims form.

## **DOCUMENT 3**

### **PRESCRIPTION DRUG COVERAGE**

This will confirm our understanding with respect to Prescription Drug Coverage for team members, retired team members, surviving spouses and their eligible dependents who are age 65 or older.

Prescription drug benefits for Canadian residents who are age 65 or older are available without cost to the individual under the various Provincial Drug Benefit Programs. It is understood that Canadian residents age 65 or older who are eligible for Prescription Drug Coverage under the CAMI Health Care Insurance Program for Hourly-Rate Team Members shall be required to present their prescriptions for dispensing under the various Provincial Drug Benefit Programs.

Benefits shall continue to be provided for Covered Prescription Drug Expenses under such Insurance Program to the extent that benefit coverage for such expenses is not available under the various Provincial Drug Benefit Programs.

## DOCUMENT 4

### JOINT BENEFITS COMMITTEE

October 13, 2017

Mr. Mike Van Boekel  
Plant Chairperson  
UNIFOR Local 88

Dear Mr. Van Boekel:

During these negotiations, the parties renewed their commitment for the Company-Union Committee to be named as The Joint Benefits Committee. It was agreed to consider and upon mutual agreement, engage in activities that have high potential for cost savings, while achieving the maximum coverage and service for the team members, retirees, surviving spouses, and dependents eligible for CAMI benefits.

These activities may include, but will not be limited to:

- Review the performance of various carriers as it pertains to cost efficiency and delivery of benefits.
- Consider pilot programs to improve quality and/or service to CAMI team members.
- Promote better health awareness.
- Discuss policy and procedure concerns.

The structure of the committee includes three (3) representatives from the Union and three (3) representatives from CAMI. The Union representatives will be the Chairperson and two (2) Committeepersons selected by the Union.

In addition, the UNIFOR National Representative will attend as deemed necessary by the Union. The CAMI representatives will be three (3) representatives selected by the Company.

The Committee will meet, at a minimum, semi-annually during the months of April and October each year.

Yours truly,

Martha Di Carlantonio  
Personnel Director

**DOCUMENT 5**

**ADVERSE DRUG REACTION**

October 13, 2017

Mr. Mike Van Boekel  
Plant Chairperson  
UNIFOR Local 88

Dear Mr. Van Boekel:

During these negotiations, CAMI identified concerns regarding rapidly escalating prescription drug costs and indicated a desire to explore options to contain costs while continuing to provide the same level of value to team members. As a result of the discussions, the parties mutually agreed that generic substitution will take place, except in those situations where the physician indicates a brand name drug is medically required, the Carrier must be provided with a copy of the “Canadian Adverse Drug Reaction Monitoring Program” form completed by the physician that has been submitted to Health Canada to determine eligibility for payment of the cost of the prescribed drug. If it is determined that the brand name drug is medically required, the plan will pay the cost of the brand name drug.

Yours truly,

Martha Di Carlantonio  
Personnel Director

## DOCUMENT 6

### OUT-OF-PROVINCE ASSISTANCE

October 13, 2017

Mr. Mike Van Boekel  
Plant Chairperson  
UNIFOR Local 88

Dear Mr. Van Boekel:

During these negotiations it was agreed that Out-of-Province coverage will continue to be supplemented to include special assistance regarding facilitating claims payment and funds transfers. Such assistance will provide that the payment to a provider (i.e., physician, hospital or clinic) for hospital, surgical, medical services covered under the patient's out-of-province Benefits Plan and Provincial Health Insurance Plan will be guaranteed by the Carrier when the provider or covered patient calls a pre-arranged toll-free number. In addition, in cases where a provider will not agree to bill the patient's out-of-province hospital, surgical, medical expense benefits plan or the applicable Provincial Health Insurance Plan for covered services as provided above, the Carrier will arrange for a direct payment of the eligible hospital, surgical, medical expenses to the provider or directly to the patient if such patient incurred eligible hospital, surgical, medical expenses resulting in financial hardship to the patient. Such direct payment to either the provider or the patient will be subject to proper claims submission by the patient.

Arrangements have been made with Green Shield Canada Travel Assistance Service to arrange the facilitating of claims payment and funds transfers described above. It was also agreed that a new out-of-province plan brochure that details all the services available to travellers through Green Shield Canada Travel Assistance Service, will be developed and distributed to all team members, retired team members and surviving spouses.

In particular, such brochure advises that:

- You must contact Green Shield Canada Travel Assistance immediately following any occurrence requiring emergency out-of-province medical care and

prior to receiving treatment, except where advance notice cannot reasonably be provided due to medical or other exceptional circumstances. Failure to contact Green Shield Travel Assistance prior to receiving treatment may result in your claim being denied or reduced.

- Benefits will be eligible only if existing or pre diagnosed conditions are completely stable (in the opinion of Green Shield Canada Assistance Medical Team) at the time of departure from your province of residence. Green Shield Canada reserves the right to review your medical information at the time of claim.

Exclusions set out include:

- Any claims arising directly or indirectly from any medical condition you suffer or contract in a specific country, region or city due to an epidemic or pandemic, if at the time of booking the trip (including delay of travel), or before your departure date, Foreign Affairs and International Trade Canada (DFAIT) issued a formal travel warning advising Canadians to avoid all or non-essential travel to that specific country, region or city. In this exclusion “medical condition” is limited to the reason for which the formal travel warning was issued and includes complications arising from such medical condition;
- Treatment or service required as a result of suicide, attempted suicide, intentionally self-inflicted injury of you, a traveling companion, or immediate family member while sane or insane;
- Abusive or excessive consumption of medication, drugs or alcohol and the ensuing consequences, including, and as a result of, in connection with or in any way associated with driving a motorized vehicle while impaired by drugs, alcohol or toxic substances or an alcohol level of more than 80 milligrams in 100 millilitres of blood. (A motorized vehicle means any form of transportation which is propelled or driven by a motor and includes, but is not restricted to an automobile, truck, motorcycle, moped, snowmobile, or boat);

A multilingual Green Shield Canada Travel Assistance Service specialist can provide direction to the best available medical facility or physician which can provide the appropriate care. In serious medical cases, the Green Shield Canada Travel Assistance Service physician will provide Case Management (i.e., following the patient's medical progress to ensure that they are receiving the best available medical treatment and keeping in constant communication with the patient's family, family physician and the treating physician). Upon notification of the necessity for treatment of an accidental or medical emergency, Green Shield Canada Travel Assistance reserves the right to consult with the attending physician and the patient's family or admitting physician to determine if it would be appropriate for Green Shield

Canada Travel Assistance to arrange for air or land ambulance repatriation for the patient (and the patient's accompanying spouse) to a hospital in the patient's province of residence for such continuing treatment. Such repatriation is mandatory, where the attending physician and family or admitting physician determine that the patient is medically fit to travel and appropriate arrangements have been made to admit the patient into the Provincial Health Care system. Should the patient opt not to repatriate, no further benefits will be paid under the plan for the resolved emergency. Reimbursement will be provided (to a maximum of \$1,000) for the cost of returning the patient's personal use motor vehicle to their place of residence or nearest appropriate vehicle rental agency when the patient is repatriated to their province of residence.

Yours truly,

Martha Di Carlantonio  
Personnel Director

**DOCUMENT 7**

**PSYCHOLOGIST TREATMENT**

October 13, 2017

Mr. Mike Van Boekel  
Plant Chairperson  
UNIFOR Local 88

Dear Mr. Van Boekel:

This will confirm our understanding reached during these negotiations with respect to psychologist services.

It was agreed that in cases where a team member or eligible dependent require counselling services for personal, family or marital problems a benefit will be provided toward this service.

Counselling provided by a registered clinical psychologist, a Master of Social Work or a Master of Psychology will be reimbursed at a rate of \$50 per visit. During the life of the Agreement, the annual maximum is \$675 per benefit year per patient.

A psychological assessment performed by a registered clinical psychologist may be reimbursed once in a lifetime for eligible dependent children under the age of 14, to a maximum of \$500. Any amounts claimed for psychological assessments will be included in the annual psychological services maximum set out above for the year in which it is claimed.

Reimbursement is provided only for counselling and a one-time psychological assessment and is not intended to cover the cost of any forms, reports other than psychological assessment or follow up correspondence.

Yours truly,

Martha Di Carlantonio  
Personnel Director



## DOCUMENT 8

### PRESCRIPTION DRUG PLAN

October 13, 2017

Mr. Mike Van Boekel  
Plant Chairperson  
UNIFOR Local 88

Dear Mr. Van Boekel:

During these course of these negotiations, there was considerable discussion concerning the "Controlled Prescription Drug Plan". This resulted in a modification to the plan which involves Green Shield Canada and where necessary, an impartial third party to review the addition of new drugs as a covered benefit.

Despite this change a number of administrative issues required clarification as follows:

- Subscribers who inadvertently pay out-of-pocket for a drug not included on the formulary will be reimbursed on an exception basis for the initial prescription pending a prescription change by the patient's physician to a covered drug.
- Patients who have a specific diagnosed medical condition (not including a personal preference) that requires the use of a specific drug for therapeutic or life saving conditions and such drug is not included as a covered benefit will be reimbursed on an exception basis.

The parties also agree to meet and discuss any other concerns that may arise from the modification of the plan with the intent to resolve it in a mutually satisfactory manner.

Yours truly,

Martha Di Carlantonio  
Personnel Director

**DOCUMENT 9**

**SPEECH THERAPY**

October 13, 2017

Mr. Mike Van Boekel  
Plant Chairperson  
UNIFOR Local 88

Dear Mr. Van Boekel:

This will confirm the understanding reached during the 2010 negotiations with respect to coverage for speech therapy.

It was agreed that in cases where an employee or eligible dependent require speech therapy as prescribed by a physician, and therapy is provided by a Speech Language Pathologist or Speech Therapist, as licensed under the appropriate provincial College or Audiologists and Speech Language Pathologists, and only after all provincial and federal government programs and/or assistance has been applied for and accessed, reimbursement will be provided to an annual maximum of \$1,100 per participant and will include reimbursement of a onetime only initial assessment fee, to a maximum of \$125.

Reimbursement is not intended to cover the cost of subsequent hearing aid tests, other assessment tools, and supplies, handbooks, tapes, forms, reports or follow up correspondence.

Yours truly,

Martha Di Carlantonio  
Personnel Director

**DOCUMENT 10**

**THE CAMI HEALTH CARE INSURANCE  
PROGRAM FOR HOURLY-RATE TEAM MEMBERS**

October 13, 2017

Mr. Mike Van Boekel  
Plant Chairperson  
UNIFOR Local 88

Dear Mr. Van Boekel:

During these negotiations, the parties discussed enhancements to the Health Care Insurance Program for Hourly-Rate Team Members.

It was established that all agreed enhancements to the Health Care Insurance Program for Hourly-Rate Team Members will also apply to Retired Hourly-Rate Team Members, effective October 13, 2017 unless otherwise excluded herein.

Yours truly,

Martha Di Carlantonio  
Personnel Director

**DOCUMENT 11**

**GROUP LIFE INSURANCE & DISABILITY BENEFIT  
PROGRAM & HEALTH CARE INSURANCE  
PROGRAM – DOCUMENT #2.**

October 13, 2017

Mr. Mike Van Boekel  
Plant Chairperson  
UNIFOR Local 88

Dear Mr. Van Boekel:

During these negotiations, the parties discussed the Procedure for the Review of Denied Claims in the CAMI/UNIFOR Supplemental Agreement dated September 20, 2004 for Group Life Insurance and Disability Benefit & Health Care Insurance Claims.

It was agreed that requests for the review of denied claims should be submitted on the REQUEST FOR THE REVIEW OF DENIED CLAIMS form.

Any amendments to this form will be developed and agreed-upon by both parties.

Yours truly,

Martha Di Carlantonio  
Personnel Director

**DOCUMENT 12**

**PROSTATE SPECIFIC ANTIGEN TEST**

October 13, 2017

Mr. Mike Van Boekel  
Plant Chairperson  
UNIFOR Local 88

Dear Mr. Van Boekel:

This will confirm our understanding reached during these negotiations with respect to coverage for prostate specific antigen (PSA) test.

It was agreed that during the life of the Agreement, a contribution will be provided toward the cost of one PSA test annually, to a maximum of fifteen dollars (\$15), for covered male persons age 50 and older.

Yours truly,

Martha Di Carlantonio  
Personnel Director

**DOCUMENT 13**  
**1993 DRUG FORMULARY**

October 13, 2017

Mr. Mike Van Boekel  
Plant Chairperson  
UNIFOR Local 88

Dear Mr. Van Boekel:

During these negotiations, the parties discussed the concern that individual drug plan participants may be disadvantaged as the result of the transition from the 1998 to the 1993 conditional drug formulary.

It is agreed that the conditional requirement will be waived for those plan participants enrolled as of September 17, 2007, subject to the following conditions:

- eligible drugs under this Document are restricted to those drugs introduced to the market between October 1, 1993 and September 21, 1998

Yours truly,

Martha Di Carlantonio  
Personnel Director

**DOCUMENT 14**

**NEW HIRE RETIREE HEALTH CARE BENEFITS**

October 13, 2017

Mr. Mike Van Boekel  
Plant Chairperson  
UNIFOR Local 88

Dear Mr. Van Boekel:

During the current negotiations, the parties discussed Retiree Health Care Benefits for all New Hire Team Members hired on or after October 1, 2013, and agreed to the following:

- The Company will contribute specified hourly contributions into individually funded accounts for each production team member beginning after the new hire has grown in to the full current base rate of wages.
- The Company will contribute specified hourly contributions into individually funded accounts for each skilled trades team member beginning in year 11.
- The retiree health contributions by the Company will be phased in over some years to a maximum of \$1 per compensated hour (up to 2080 hours per year).
- Beyond these defined hourly contributions the Company will incur no liability for retiree health benefits for new hires.

Yours truly,

Martha Di Carlantonio  
Personnel Director

**DOCUMENT 15**  
**OVER THE COUNTER DRUGS**

October 13, 2017

Mr. Mike Van Boekel  
Plant Chairperson  
UNIFOR Local 88

Dear Mr. Van Boekel:

During these negotiations, the parties agreed to eliminate “over the counter” (OTC) drugs/substances for all team members, including those team members currently being grandfathered.

Given the provisions of applicable legislation, OTC drugs/substances no longer qualify for the Medical Expense Tax Credit (METC). Pursuant to the provisions of the legislation, drugs/substances qualifying for METC can only be purchased with a prescription and obtained with intervention of a medical practitioner.

Canada Revenue Agency (CRA) Interpretation Bulletin IT-339R2, *Meanings of Private Health Services Plan (PHSP)*, clarifies the requirements for a plan to be considered a PHSP. Should a plan fail to qualify as a PHSP because it covers ineligible drug/substance expenses, the entire PHSP is tainted and team members will be taxed on all benefits received under the plan.

Yours truly,

Martha Di Carlantonio  
Personnel Director



## DOCUMENT 16

### STATEMENT ON CHILD CARE

October 13, 2017

Mr. Mike Van Boekel  
Plant Chairperson  
UNIFOR Local 88

Dear Mr. Van Boekel:

During current negotiations the parties reaffirmed their mutual commitment relating to child care issues.

The parties further agreed that the funding for Child Care Services will be provided through the CAMI Health Care Insurance Program as follows:

- to provide a subsidy of twelve (\$12.00) dollars per full day for dependent children age 0 through 6 attending a child care facility that is - licensed under the Day Nurseries Act, and - registered as a non-profit or co-operative. Eligibility for this subsidy will end for dependent children after August 31 of the year in which age 6 is attained.
- to provide a subsidy of six (\$6.00) dollars per half day for dependent children age 0 through 6 attending such facilities as set forth above. Eligibility for this subsidy will end for dependent children after August 31 of the year in which age 6 is attained.
- to provide a subsidy to a maximum of six (\$6.00) dollars per day for dependent children ages 3 up to and including age 10 who do not qualify for the half day or full day subsidy for the use of: licensed not-for-profit before school, after school, or both before and after school care.
- to apply the benefit subsidy equally to all licensed, non-profit childcare centres and services, including in-home care.
- capped at an annual maximum of two thousand four hundred (\$2400.00) dollars per year, per eligible child.

Administration of the benefit will be performed as agreed to by the parties. The Carrier or Company shall pay the applicable benefit directly to the child care provider or plan member. The Company shall in no event pay more than 50% of the daily cost of child care.

An employee becomes eligible for Child Care Services benefits on the first day of the month next following the month in which the employee is actively at work after acquiring one year of seniority.

Yours truly,

Martha Di Carlantonio  
Personnel Director

**DOCUMENT 17**

**CARRIER ADMINISTRATIVE POLICIES**

October 13, 2017

Mr. Mike Van Boekel  
Plant Chairperson  
UNIFOR Local 88

Dear Mr. Van Boekel:

During the current negotiations, the parties discussed new administrative policies that the Carrier introduced from time to time, and the desire by the Company to implement those policies at the time they are introduced or as early as practicable.

It was agreed that the new administrative policies that are introduced by the Carrier will, at the Company's request, be reviewed jointly by the Unifor Director of Pension and Benefits, and the Pension and Benefits Manager of General Motors of Canada Company in a timely manner, for immediate implementation.

If both parties mutually agree that the new policies are practical, the policies will be adopted as early as practicable as part of the General Motors Canadian Health Care Insurance Program for Hourly-Rate Employees.

Yours truly,

Martha Di Carlantonio  
Personnel Director

# **Supplemental Agreement**

Covering

**GROUP LIFE INSURANCE AND  
DISABILITY BENEFIT PROGRAM**

**Exhibit B**

to

**COLLECTIVE AGREEMENT**

Between

GENERAL MOTORS OF CANADA COMPANY

CAMI ASSEMBLY

AND

UNIFOR LOCAL No. 88

Dated

October 13, 2017

(Effective: October 17, 2017)

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## **Exhibit B**

### **SUPPLEMENTAL AGREEMENT – GROUP LIFE INSURANCE AND DISABILITY BENEFIT PROGRAM**

On this October 13, 2017, CAMI Assembly Plant referred to hereinafter as the Company, and the Unifor National and Unifor Local No. 88, referred to hereinafter as the Union, on behalf of the team members covered by the Labour Agreement of which this Supplemental Agreement becomes a part, agree as follows:

In Paragraph 38 of the Labour Agreement to which this Program will form Exhibit B, the parties hereto have contemplated group insurance and disability benefit coverage, the particulars of which are set out below.

#### **Section 1. ESTABLISHMENT OF PROGRAM**

Subject to the approval of its Board of Directors the Company will establish a CAMI Group Life Insurance and Disability Benefit Program for Hourly-Rate Team Members, hereinafter referred to as the "Program", a copy of which is attached hereto as Exhibit B-1 and made a part of this Agreement to the extent applicable to the team members represented by the Union and covered by this Agreement as if fully set out herein, modified and supplemented, however, by the provisions hereinafter. In the event of any conflict between the provisions of the Program and the provisions of this Agreement, the provisions of this Agreement will supersede the provisions of the Program to the extent necessary to eliminate such conflict.

In the event that the Program is not approved by the Board of Directors of the Company, written notice of such disapproval shall be given within 30 days thereafter to the Union and this Agreement shall thereupon have no force or effect. In that event the matters covered by this Agreement shall be the subject of further negotiation between the Company and the Union.

#### **Section 2. FINANCING**

- (a) The Company agrees to pay the contributions due from it for the Program in accordance with the terms and provisions of Exhibit B-1.

- (b) The Company by payment of its contributions shall be relieved of any further liability with respect to the benefits provided under the Program.
- (c) Company contributions shall be in accordance with this subsection (c) for Group Life, Extra Accident and Survivor Income Benefit  
Insurance continued while on layoff pursuant to the provisions of Article III, Section 2(b)(1) of the Program as follows:

- (1) In any month during which the team member is continuously laid off, and with respect to such month receives no earnings from the Company, the Company shall contribute the full cost of continued coverage as set forth in the following Schedule:

SCHEDULE OF INSURANCE CONTINUANCE FOR LAID OFF TEAM MEMBERS	
Insurance Continuance Based on Years of Seniority	
Maximum Number Of Months for Which Coverage Will Be Continued Without Cost To Team Member	Years of Seniority Last Day Worked Prior to Layoff
0	Less than 1
2	1 but less than 2
4	2 but less than 3
6	3 but less than 4
8	4 but less than 5
10	5 but less than 6
12	6 but less than 10
24	10 and over

- (2) In applying the above schedule, the "Maximum Number of Months for Which Coverage Will Be Continued Without Cost to Team Member" shall commence with the first full calendar month of layoff for which contributions have not been made.
- (3) With respect to any period of continuous layoff, changes in a team member's years of seniority subsequent to the date layoff begins shall not change the number of months of Company

contributions for which such team member is eligible.

- (d) Unless otherwise specifically provided herein, the Company shall pay all expenses incurred by it in the administration of the Program.

### **Section 3. COMPANY OPTIONS**

The options afforded the Company to provide a plan of benefits supplementary to Federal or Provincial benefits, or to substitute a plan of benefits for such governmental benefits, as provided in Sections 4(a) and 4(b), respectively, in Article I of the Program shall not be exercised except by mutual agreement between the Company and the Union.

### **Section 4. ADMINISTRATION**

- (a) The general administration of the Program, with respect to the hourly rate team members of the Company, shall be vested exclusively in the Company.
- (b) At the request of the Union, and upon reasonable notice, the Company will furnish or will request the insurance company to furnish the Union the following information with respect to coverage provided under Article II of the Program:
  - (1) number of team members insured for Group Life Insurance (under age 65 only), and covered for Sickness and Accident, and Extended Disability Benefits by insurance bracket and by coverage, and total aggregate insurance in force for each such coverage and for Extra Accident Insurance during a representative month in the preceding calendar year;
  - (2) number of team members age 65 and over insured for Continuing Life Insurance and aggregate insurance in force, by insurance bracket and age, during a representative month in the preceding calendar year;
  - (3) average number of lives insured or covered for Group Life, Sickness and Accident, Extended Disability, and Continuing Life Insurance or

benefits, by coverage, in the preceding calendar year;

- (4) unit premiums, total premiums paid, claims paid, increase in claim reserves, and claims incurred, by type of coverage, for the preceding calendar year;
- (5) increase in reserves, by type of reserve, during the preceding calendar year and amount of reserves, by type of reserve, at the end of the preceding calendar year;
- (6) interest allowed on reserves, expenses and taxes, net cost, refund of excess premiums, and team member contributions, for the preceding calendar year;
- (7) separately for Group Life and Extra Accident Insurance, the number of insured deaths by total amount paid (in \$500 brackets), age (in 5 year brackets) and sex of deceased for the preceding calendar year;
- (8) number of Survivor Income Benefit Insurance claims, separately for such claims which involve transition benefits only and for such claims which involve both transition and bridge benefits, with the first payment made during the preceding calendar year, by survivor class and by age of survivor at the date of team member's death;
- (9) for Survivor Income Benefit Insurance claims with the first payment made during the preceding calendar year, the present value at commencement of such claims, separately for such claims which involve transition benefits only and for such claims which involve both transition and bridge benefits;
- (10) for Survivor Income Benefit Insurance claims terminated during the preceding calendar year, the number of claims, the average number of payments made, and total amount paid, by reason of termination (death, marriage, maximum payment, age), separately for such claims which

involve transition benefits only and for such claims which involve both transition and bridge benefits;

- (11) monthly average number of team members covered for disability benefits in the preceding calendar year, and number of claims, amount, average duration (including and excluding waiting period), and average daily benefit of Sickness and Accident Benefit claims closed during the preceding calendar year, by sex. Such information will exclude pregnancy claims;
  - (12) number of Sickness and Accident Benefit claims closed during the preceding calendar year, by duration (including and excluding waiting period), type of claim (hospitalized illness, non-hospitalized illness, hospitalized occupational accident, hospitalized non-occupational accident, non-hospitalized occupational accident, non-hospitalized non-occupational accident), and sex. Such information will exclude pregnancy claims;
  - (13) with respect to Extended Disability Benefit claims for which first payment was made during the preceding calendar year, number of claims, average gross monthly benefit, average monthly amount of each benefit offset (pension, Workplace Safety and Insurance Board, Statutory Benefits, Other), and average net monthly benefit, by sex, age (5year brackets), and full Years of Participation;
  - (14) for Extended Disability Benefit claims terminated during the preceding calendar year, the number of claims and the average number of payments made, by reason of termination (recovery, death, attainment of statutory benefit age, maximum duration), by age at commencement of benefit (5year brackets), and sex.
- (c) The Union and the Company shall study and evaluate the coverage provided under Article II of the Program and engage in activities that may have high potential for cost savings while achieving the maximum coverage and

service for the team members covered for Group Life and Disability Benefits for the money spent for such protection. The Company and the Union shall consult and advise with representatives of carriers providing the Group Life and Disability Benefits and services.

- (d) The Company and the Union will review a copy of the Group Insurance contract and any riders or amendments thereto. In the event of any conflict between the provisions of the contract and any riders or amendments thereto and the provisions of this Supplemental Agreement, the Company shall have the Group Insurance contract and any riders or amendments thereto modified so that provisions of such contract document shall be in agreement with the provisions of this Supplemental Agreement.

**Section 5. CAMI/UNIFOR IMPARTIAL MEDICAL OPINION PROGRAM**

The parties have agreed to, and attached hereto, an Impartial Medical Opinion program to provide impartial medical opinion in disputed sickness and accident benefit cases which is final and binding upon the Company, the Union, the insurance company, and the team member. Either party to this Agreement has the right to terminate the program effective 90 days after giving written notice of such decision to the other party. In the event a program is terminated, administrative practices and procedures will be established by mutual agreement between the parties.

Examinations requested by the insurance company in accordance with Article II, Section 7(e) and Article II, Section 11(e) of the Program shall be performed, whenever possible, by physicians who have been designated as impartial medical examiners in accordance with the above program. The opinion of such an examiner with respect to the existence of total disability as defined in Article II, Section 7(a) or total and permanent disability as defined in Article II, Section 11(a)(2) of the Program shall be final and binding upon the Company, the Union, the insurance company, and the team member. A team member whose residence is more than sixty-four (64) kilometres one way from the office where a medical examiner will perform an examination will be reimbursed, upon request, at the rate of twenty-five (25) cents per kilometre for kilometres actually driven from such residence to such physician's office and back, using the most direct route available.

Notwithstanding the provisions of Article II, Sections 6(h)(2), 7(e) and 11(e) of the Program, the designation of a physician by the insurance company shall be subject to the provisions of the Impartial Medical Opinion program applicable to the team member to be examined.

**Section 6. NON-APPLICABILITY  
OF LABOUR AGREEMENT GRIEVANCE  
PROCEDURE**

No matter respecting the Program as modified and supplemented by this Agreement or any difference arising thereunder shall be subject to the grievance procedure established in the Labour Agreement between the Company and Union.

**Section 7. AMOUNT OF BENEFITS**

Moved to Article II, Section 5, Amount of Disability Benefits – 2017 Negotiations.

**Section 8. DURATION OF AGREEMENT**

This Agreement and Program as modified and supplemented by this Agreement shall continue in effect until the termination of the Labour Agreement of which this is a part. In witness hereof, the parties hereto have caused this Agreement to be executed the day and year first above written.

CAMI Assembly  
Unifor National  
and Unifor Local No.  
88

FOR  
CAMI ASSEMBLY  
FOR  
UNIFOR LOCAL 88

M. Di Carlantonio  
K. Sandham  
M. Armitage  
C. Radtke  
M. Van Boekel  
W. MacDonald  
D. Borthwick  
J. Graves  
J. Bankes

**Exhibit B-1**

**ARTICLE I**

**ESTABLISHMENT, ENROLLMENT, ELIGIBILITY  
FOR AND EFFECTIVE DATE, FINANCING AND  
ADMINISTRATION OF THE GROUP LIFE  
INSURANCE AND DISABILITY BENEFIT PROGRAM**

**Section 1. ESTABLISHMENT AND EFFECTIVE  
DATE OF PROGRAM**

- (a) **Establishment of Program.** The CAMI Group Life Insurance and Disability Benefit Program for Hourly-Rate Team Members, hereinafter referred to as the "Program", will be established either through a self-insured plan or under a group insurance policy or policies issued by an insurance company or insurance companies or by arrangement with a carrier or carriers, as set forth in Article II.
- (b) **Effective Date of Program.** The Program set forth herein shall become effective on October 17, 2017, except as otherwise provided.

**Section 2. ENROLLMENT OPTIONS**

An eligible team member electing to enroll in the Program must complete an application for the coverage in which the team member elects to participate. A team member may not elect to be insured under Article II without taking all of the coverage (other than Dependent Group Life Insurance or Optional Group Life Insurance) thereunder, provided however, that a team member electing to be insured for Dependent Group Life Insurance or Optional Group Life Insurance must be insured for Group Life Insurance as described in Article II, Section 2.

**Section 3. ELIGIBILITY FOR AND  
EFFECTIVE DATE OF INSURANCE**

- (a) **Present Team Members.** A team member hired prior to October 13, 2017, shall be eligible, and shall automatically become insured, except as provided in subsection (e)(2) of this Section:



- (1) for Group Life, Extra Accident, and Survivor Income Benefit Insurance coverage provided under Article II, on that date or, if later, on the first day of the month next following the month in which employment with the Company commences subsequent to the team member's most recent date of hire, and
  - (2) for Sickness and Accident and Extended Disability Benefit coverage provided under Article II, on that date or, if later, on the first day of the fourth month next following the month in which employment with the Company commences subsequent to the team member's most recent date of hire.
- (b) **New Team Members.** A team member hired on or after October 13, 2017 shall be eligible for Group Life, Extra Accident and Survivor Income Benefit Insurance on the first day of the month next following the month in which employment with the Company commences subsequent to the team member's most recent date of hire, and for Sickness and Accident and Extended Disability Benefits on the first day of the fourth month next following the month in which employment with the Company commences subsequent to the team member's most recent date of hire, or if earlier and in the event the Company otherwise qualifies for a premium reduction under the Employment Insurance Act, the date necessary to retain the Company's eligibility for the Employment Insurance premium rebate.
- (c) **Rehired Team Members.** In determining the eligibility for Group Life, Extra Accident, Survivor Income Benefit Insurance and Sickness and Accident and Extended Disability Benefit coverage for a rehired team member who was hired and laid-off before becoming eligible for any or all of such coverage, the initial date of hire shall be deemed to be the "most recent date of hire" provided that the team member is rehired either within a period not to exceed the period of continuous employment with the Company immediately preceding the team member's date of layoff, or following a brief, temporary layoff of specified duration such as for model change or inventory.

(d) **Team Members Returning to Work.** If a team member's insurance or coverage is discontinued and the team member subsequently returns to work, such team member's eligibility for insurance or coverage under the Plan shall be determined under subsections (b) and (c) herein except as follows:

(1) **Team Members on Layoff or Leave of Absence.** If a team member's insurance was discontinued while on a layoff or leave of absence and the team member returns to active work with seniority, such team member shall be eligible for all insurance or coverage under this Plan immediately on the date of return to active work with the Company.

(2) **Team Members Separated From Service Due to a Quit or Discharge.** If separation from service was due to a quit or discharge but the team member is re-employed within 31 days and no individual policy has been issued to the team member in accordance with Article IV, Section 6, the team member shall be eligible immediately on the date of return to active work for all insurance or coverage under this Plan for which the team member was insured at the time of such quit or discharge.

(3) **Team Members Separated From Service for Reasons Other than Quit or Discharge.** If separation from service was due to a reason other than quit or discharge, and the team member had not acquired seniority or seniority was cancelled, and the team member returns to active work within a period of 24 consecutive months, such team member shall be eligible for all insurance or coverage under this Plan for which the team member was insured at the time of such separation immediately on the date of return to active work with the Company.

(e) **Effective Date of Insurance**

(1) A team member shall become insured or covered on each of the dates the team member first becomes eligible as set forth in subsections (b),

(c) and (d) of this Section if actively at work on that date and provided the team member has not waived insurance.

(2) If a team member is not actively at work on each of the dates insurance or coverage would otherwise become effective as set forth in subsections (a), (b), (c), and (d) of this Section, the team member becomes insured or covered on the date the team member returns to work provided that date is not more than 24 months later, or if later, the team member has not then broken seniority.

(f) **Additional Coverage.** The provisions of subsections (b), (c), (d), and (e) of this Section to the contrary notwithstanding, if a team member dies as a result of bodily injuries prior to becoming insured for Group Life, Extra Accident and Survivor Income Benefit Insurance as set forth in subsections (b), (c), (d), and (e) of this Section, such insurance coverage shall be provided for such death but only if:

- (1) a benefit would be payable for such death under Article II, Section 3(b);
- (2) the bodily injuries are caused solely by employment with the Company; and
- (3) the bodily injuries result solely from an accident in which both the cause and result are unexpected and definite as to time and place.

**Section 4. FEDERAL OR PROVINCIAL CASH SICKNESS LAWS**

(a) (1) The provisions of this Program pertaining to Sickness and Accident or Extended Disability Benefits shall not be applicable to team members subject to laws which now or hereafter may provide such benefits, under whatever name, for team members who are disabled by non-occupational sickness or accident, or similar disability.

- (2) Where the benefits under such laws are on a generally lower level than the corresponding benefits under the Program, the Company shall, to the extent it finds it practicable, provide benefits supplementary to the governmental benefits to the extent necessary to make the total benefits as nearly comparable as practicable to the benefits provided by the Program for team members or former team members not subject to such laws.

**(b) Substitution of Applicable Provisions of Program for Federal or Provincial Plan**

The provisions of subsection (a) above to the contrary notwithstanding, the Company may, wherever the substitution of a private plan is authorized by any such law, modify the provisions of Article II of the Program to the extent and in the respects necessary to secure the approval of the appropriate governing body to substitute the plan provided by the Program in lieu of any plan provided by such law, and upon such modification and approval as a qualified plan, the Company may make the plan provided by the Program available to team members or former team members subject to such law with such team member or former team member contributions as may be appropriate with respect to any benefits under such modified plan which exceed the benefits provided under the Program.

**Section 5. NET COSTS, ADMINISTRATION  
OF PROGRAM AND NON-APPLICABILITY  
OF GRIEVANCE PROCEDURE**

- (a) **Net Costs.** The Company shall pay the balance of the net cost of the Program as set forth in Article II over and above any team member contributions specified in Article III. It shall also pay any increase in such costs and shall receive and retain any divisible surplus, credits or refunds or reimbursements under whatever name, arising out of any such Program.

**(b) Administration**

- (1)** The Company shall be responsible for the administration of the Program.
- (2)** All administrative expenses incurred by the Company to execute the Program set forth in Articles II and III shall be borne by the Company.

- (c) Grievance Procedure Not Applicable.** It is understood that the grievance procedure of any Labour Agreement between the Company and any Union representing team members covered by this Program shall not apply to this Program or any insurance contract in connection therewith.

**ARTICLE II**

**GROUP LIFE,  
EXTRA ACCIDENT,  
SICKNESS AND ACCIDENT,  
EXTENDED DISABILITY BENEFIT,  
SURVIVOR INCOME BENEFIT,  
DEPENDENT GROUP LIFE INSURANCE,  
OPTIONAL GROUP LIFE INSURANCE,  
TOTAL AND PERMANENT DISABILITY BENEFITS**

**Section 1. AMOUNT OF GROUP LIFE AND EXTRA ACCIDENT INSURANCE**

The amount of Group Life and Extra Accident Insurance shall be as set forth in the following schedule:

SCHEDULE OF BENEFITS LIFE AND EXTRA  
ACCIDENT INSURANCE BEFORE AGE 65 (1)  
(if employee attained age 65 prior to January 1, 2018, OR PRIOR TO  
RETIREMENT (if retirement occurs on January 1, 2018 or after)

Base Hourly Rate (2)	Life Insurance	Extra Accident Insurance (3)	Total Life & Extra Accident Insurance	Monthly Total & Permanent Disability (4)
Under \$20.25	\$46,000	\$23,000	\$69,000	\$920
20.25 - 20.59	46,500	23,250	69,750	930
20.60 - 20.94	47,500	23,750	71,250	950
20.95 - 21.29	48,500	24,250	72,750	970
21.30 - 21.64	49,000	24,500	73,500	980
21.65 - 21.99	50,000	25,000	75,000	1,000
22.00 - 22.34	50,500	25,250	75,750	1,010
22.35 - 22.69	51,500	25,750	77,250	1,030
22.70 - 23.04	52,500	26,250	78,750	1,050
23.05 - 23.39	53,000	26,500	79,500	1,060
23.40 - 23.75	54,000	27,000	81,000	1,080
23.75 - 24.09	54,500	27,250	81,750	1,090
24.10 - 24.44	55,500	27,750	83,250	1,110
24.45 - 24.79	56,500	28,250	84,750	1,130
24.80 - 25.14	57,000	<u>28,500</u>	<u>85,500</u>	1,140
25.15 - 25.49	58,000	<u>29,000</u>	<u>87,000</u>	1,160
25.50 - 25.84	58,500	<u>29,250</u>	<u>87,750</u>	1,170
25.85 - 26.19	59,500	<u>29,750</u>	<u>89,250</u>	1,190
26.20 - 26.54	60,500	<u>30,250</u>	<u>90,750</u>	1,210
26.55 - 26.89	61,000	<u>30,500</u>	<u>91,500</u>	1,220
26.90 - 27.24	62,000	<u>31,000</u>	<u>93,000</u>	1,240
27.25 - 27.59	62,500	<u>31,250</u>	<u>93,750</u>	1,250
27.60 - 27.94	63,500	<u>31,750</u>	<u>95,250</u>	1,270
27.95 - 28.29	64,500	<u>32,250</u>	<u>96,750</u>	1,290
28.30 - 28.64	65,000	<u>32,500</u>	<u>97,500</u>	1,300

28.65 – 28.99	66,000	<u>33,000</u>	<u>99,000</u>	1,320
29.00 – 29.34	67,000	<u>33,500</u>	<u>100,500</u>	1,340
29.35 – 29.69	67,500	<u>33,750</u>	<u>101,250</u>	1,350
29.70 – 30.04	68,500	<u>34,250</u>	<u>102,750</u>	1,370
30.05 – 30.39	69,000	<u>34,500</u>	<u>103,500</u>	1,380
30.40 – 30.74	70,000	<u>35,000</u>	<u>105,000</u>	1,400
30.75 – 31.09	71,000	<u>35,500</u>	<u>106,500</u>	1,420
31.10 – 31.44	71,500	<u>35,750</u>	<u>107,250</u>	1,430
31.45 – 31.79	72,500	<u>36,250</u>	<u>108,750</u>	1,450
31.80 – 32.14	73,000	<u>36,500</u>	<u>109,500</u>	1,460
32.15 – 32.49	74,000	<u>37,000</u>	<u>111,000</u>	1,480
32.50 – 32.84	75,000	<u>37,500</u>	<u>112,500</u>	1,500
32.85 – 33.19	75,500	<u>37,750</u>	<u>113,250</u>	1,510
33.20 – 33.54	76,500	<u>38,250</u>	<u>114,750</u>	1,530
33.55 – 33.89	77,000	<u>38,500</u>	<u>115,500</u>	1,540
33.90 – 34.24	78,000	<u>39,000</u>	<u>117,000</u>	1,560
34.25 – 34.59	79,000	<u>39,500</u>	<u>118,500</u>	1,580
34.60 – 34.94	79,500	<u>39,750</u>	<u>119,250</u>	1,590
34.95 – 35.29	80,500	<u>40,250</u>	<u>120,750</u>	1,610
35.30 – 35.64	81,000	<u>40,500</u>	<u>121,500</u>	1,620
35.65 – 35.99	82,000	<u>41,000</u>	<u>123,000</u>	1,640
36.00 – 36.34	83,000	<u>41,500</u>	<u>124,500</u>	1,660
36.35 – 36.69	83,500	<u>41,750</u>	<u>125,250</u>	1,670
36.70 – 37.04	84,500	<u>42,250</u>	<u>126,750</u>	1,690
37.05 – 37.39	85,000	<u>42,500</u>	<u>127,500</u>	1,700
37.40 – 37.74	86,000	<u>43,000</u>	<u>129,000</u>	1,720
37.75 – 38.09	87,000	<u>43,500</u>	<u>130,500</u>	1,740
38.10 – 38.44	87,500	<u>43,750</u>	<u>131,250</u>	1,750
38.45 – 38.79	88,500	<u>44,250</u>	<u>132,750</u>	1,770
38.80 – 39.14	89,000	<u>44,500</u>	<u>133,500</u>	1,780
39.15 – 39.49	90,000	<u>45,000</u>	<u>135,000</u>	1,800
39.50 – 39.84	91,000	<u>45,500</u>	<u>136,500</u>	1,820
39.85 – 40.19	91,500	<u>45,750</u>	<u>137,250</u>	1,830
40.20 – 40.54	92,500	<u>46,250</u>	<u>138,750</u>	1,850
40.55 – 40.89	93,000	<u>46,500</u>	<u>139,500</u>	1,860
40.90 – 41.24	94,000	<u>47,000</u>	<u>141,000</u>	1,880
41.25 – 41.59	95,000	<u>47,500</u>	<u>142,500</u>	1,900
41.60 – 41.94	95,500	<u>47,750</u>	<u>143,250</u>	1,910
41.95 – 42.29	96,500	<u>48,250</u>	<u>144,750</u>	1,930
42.30 – 42.64	97,000	<u>48,500</u>	<u>145,500</u>	1,940
42.65 – 42.99	98,000	<u>49,000</u>	<u>147,000</u>	1,960
43.00 – 43.34	99,000	<u>49,500</u>	<u>148,500</u>	1,980
43.35 – 43.69	99,500	<u>49,750</u>	<u>149,250</u>	1,990
43.70 – 44.04	100,500	<u>50,250</u>	<u>150,750</u>	2,010
44.05 – 44.39	101,000	<u>50,500</u>	<u>151,500</u>	2,020
44.40 and over	102,000	<u>51,000</u>	<u>153,000</u>	2,040

1. Extra Accident Insurance Equal to 50% of Continuing Life Insurance remains in force for those team members who continued to work after age 65 prior to January 1, 2018. (See Article II, Section 2) On or after January 1, 2018, Extra Accident Insurance equal to 50% of

Continuing Life Insurance remains in force prior to retirement but not beyond age 68.

2. As defined in Article IV Section 1(b).
3. Twice the scheduled amount may be payable for an occupational related Death. (See Article II, Section 3.)
4. For a maximum of 50 months for those team members eligible for such benefits. (See Article II, Section 11.)

## **Section 2. GROUP LIFE INSURANCE**

(a) **Prior to Age 65** if the team member attained age 65 prior to January 1, 2018, or prior to retirement if retirement occurs on January 1, 2018 or after the amount of Group Life Insurance to which a team member is entitled is shown in Section 1 of this Article.

(b) **Continuing Group Life Insurance After Age 65 if the team member attained age 65 prior to January 1, 2018, or after retirement if retirement date occurs January 1, 2018 or after**

**(1)** **If a team member attained age 65 prior to January 1, 2018,** on the first day of the calendar month following the month in which the 65th birthday of the team member occurs, Group Life Insurance in force immediately prior thereto shall be reduced by 2% thereof, and shall be further reduced by an equal amount on the first day of each succeeding month as follows in (i).

**(2)** **If an employee retires on or after January 1, 2018 on the first date of the calendar month following the retirement date, Group Life Insurance in force immediately prior thereto shall be reduced by 2% thereof, and shall be further reduced by an equal amount on the first day of each succeeding month as follows in (i).**

(i) If the team member has ten or more Years of Participation at either (1) or (2) above, such reductions shall be made until the Group Life Insurance is reduced to 1 1/2% of the amount in force on the team member's 65th birthday in the



case of (1) or on the day prior to the retirement date in the case of (2), multiplied by the number of Years of Participation, to age 68, but in no event to less than \$5,000 for deaths occurring on or after October 17, 2017, except as otherwise provided in Section 11(d)(3) of this Article. Such remaining Group Life Insurance, will be continued thereafter until the death of the team member, subject to the rights reserved to the Company to modify or discontinue this Plan.

(3) For team members who attained age 65 prior to January 1, 2018, no team member contributions for Group Life Insurance are required after attainment of age 65. For team members who retire on or after October 17, 2017, no team member contributions for Life Insurance are required.

(4) At the time the reductions begin each retired team member eligible for Continuing Group Life Insurance shall be notified of the ultimate amount of such Group Life Insurance and when the ultimate amount will be reached.

(c) **Insurance for Team Members First Participating at or After Age 65 if the team member attained age 65 prior to January 1, 2018.** Life Insurance for a team member who first participates in the Plan at or after age 65 shall be subject to the reductions set forth in subsection (b) herein and such team member shall not be eligible for any insurance after separation.

### **Section 3. EXTRA ACCIDENT INSURANCE**

(a) **Eligibility for Insurance.** Extra Accident Insurance is provided while the team member is insured for Group Life Insurance during active service and while Group Life Insurance is continued during layoff or leave of absence, as specified in Article III, Section 2, and during periods of total disability as set forth in Article III, Section 3, but not beyond age 68 in any event.

(b) **Amount of Benefit.** If a team member while insured for Extra Accident Insurance sustains accidental bodily

injuries which result in death within one year, or loss of hand, foot or sight of eye, within two years, of such injuries, benefits will be paid as specified in the schedule herein:

<b>Loss</b>	<b>Amount Payable</b>
Loss of one hand by severance at or above wrist joint or one foot by severance at or above ankle joint or loss of use of one hand or foot or total and irrecoverable loss of sight of one eye.	One-half the amount of Extra Accident Insurance then in force (Article II, Section I)
Loss of two or more such members, or loss of use of two or more such members or loss of life.	The full amount of Extra Accident Insurance then in force (Article II, Section I)

Loss of use means total and irrecoverable loss of the ability to perform every action the hand or foot was able to perform before the accident occurred, beyond correction by surgical or other means. No benefits will be paid for loss of use if benefits for loss of the same hand or foot are paid or payable as a result of the same accident. Loss of use will be considered a loss only if it is continuous for one (1) year.

If loss of life results from accidental bodily injuries caused solely by employment with the Company, and results solely from an accident in which the cause and result are unexpected and definite as to time and place, the amount payable shall be two times the full amount of Extra Accident Insurance then in force.

For any one accident the maximum amount of this insurance that will be paid shall not exceed the amount of Extra Accident Insurance in force for the team member at the date of the accident; except that in the event of loss of life resulting from an accident caused solely by employment with the Company as set forth in the immediately preceding paragraph, the maximum amount of this insurance that will be paid for such accident shall

not exceed two times the amount of such insurance in force for the team member at the date of the accident.

Such benefits are paid provided the death or loss is not caused wholly or partly, directly or indirectly by,

- (1) disease or bodily or mental infirmity, or by medical or surgical treatment or diagnosis thereof, or
- (2) any infection, except infection caused by an external visible wound accidentally sustained, or
- (3) hernia, no matter how or when sustained, or
- (4) war or any act of war, or
- (5) intentional self-destruction or intentionally self-inflicted injury, while sane or insane.

**(c) Notice and Proof of Loss.**

- (1) Written notice of loss must be given to the insurer within 20 days after the date of such loss. Proof of such loss must be furnished within 90 days after the date of such loss.
- (2) The insurer shall have the right and opportunity to examine the team member as often as it may reasonably require during the pendency of claim under the Plan, and also the right to have an autopsy made in case of death, where it is not forbidden by law.
- (3) No action shall be brought to recover on the Plan prior to the expiration of 60 days after proof of claim has been filed, nor shall such action be brought at all unless brought within three years from the expiration of the time within which proof of claim is required.

**Section 4. PAYMENT OF GROUP LIFE INSURANCE AND EXTRA ACCIDENT INSURANCE**

- (a) The amount of Group Life Insurance is payable to the beneficiary of record of the team member in the event of death from any cause while the team member is insured under the Plan for Group Life Insurance. In the event of accidental death, the Extra Accident Insurance, if in force, is also payable to the beneficiary of record of the team member if surviving the team member, and otherwise to the estate of the team member. Such Extra Accident Insurance for loss of life will, in the absence of an election by the beneficiary of any other method of settlement, be payable with, and on the same basis as, the Group Life Insurance of the team member. All other benefits provided under Extra Accident Insurance are payable to the team member.
- (b) At the written request of the beneficiary, the Group Life Insurance and Extra Accident Insurance, if any, shall be paid either in a lump sum or in installments. No installment settlement election shall be valid if such settlement would result in installment payments of less than \$10.00 each.
- (c) If the insurance is payable in installments and the beneficiary dies before all installments have been paid, the unpaid installments shall be commuted at the rate of interest used in computing the amount of installment payments, and paid in one lump sum to the estate of the beneficiary unless otherwise provided in the election of an installment settlement.
- (d) At the time of enrollment for Group Life Insurance, the team member will designate the beneficiary of the insurance, using a form provided by CAMI and maintained in CAMI's files. Thereafter, this designation may be changed at any time by the team member, in writing, using the same form. Consent of the beneficiary to any such change is not required. Upon receipt by CAMI, any such change will be effective as of the date signed, whether or not the team member is then living, but without prejudice to CAMI or the Insurance Company on account of any payment made before receipt of such written notice.

If, at the death of the team member, there is no designated beneficiary, the insurance which would otherwise be payable to a beneficiary shall be payable to the estate of the team member.

- (e) All insurance is term insurance without cash, loan or paid-up values.

**Section 5. AMOUNT OF DISABILITY BENEFITS**

Notwithstanding the provisions of Article IV, Section 1(b) of the Program, for an employee hired prior to September 18, 2017 at work on or after October 13, 2017, the base hourly rate used to determine amounts of insurance in accordance with the Schedule of Disability Benefits for Sickness and Accident and Extended Disability Benefits shall be the sum of the employee’s base hourly rate plus the cost-of-living allowance in effect on the date of the disability minus \$0.05.

The amount of Sickness and Accident and Extended Disability Benefits shall be as set forth in the following schedule:

SCHEDULE OF DISABILITY BENEFITS FOR TEAM MEMBERS NOT SUBJECT TO CASH SICKNESS LAWS DISABILITY INSURANCE			
Before Retirement		Before Age 65 Monthly Extended Disability (1)	
		Extended Disability	
Base Hourly Rate	Weekly S&A Benefit *	Extended Disability Schedule 1	Extended Disability Schedule II
Under 20.25	500	1740	1915
20.25 - 20.59	510	1770	1945
20.60 – 20.94	520	1800	1980
20.95 – 21.29	525	1830	2015
21.30 – 21.64	535	1860	2045
21.65 – 21.99	545	1890	2080
22.00 – 22.34	550	1920	2115
22.35 – 22.69	560	1950	2145
22.70 – 23.04	570	1985	2180
23.05 – 23.39	575	2015	2215
23.40 – 23.74	585	2045	2245
23.75 – 24.09	595	2075	2280
24.10 – 24.44	605	2105	2315
24.45 – 24.79	610	2135	2350
24.80 – 25.14	620	2165	2380
25.15 – 25.49	630	2195	2415
25.50 – 25.84	635	2225	2450

25.85 – 26.19	645	2255	2480
26.20 – 26.54	655	2285	2515
26.55 – 26.89	660	2315	2550
26.90 – 27.24	670	2345	2580
27.25 – 27.59	680	2375	2615
27.60 – 27.94	685	2405	2650
27.95 – 28.29	695	2440	2680
28.30 – 28.64	705	2470	2715
28.65 – 28.99	710	2500	2750
29.00 – 29.34	720	2530	2780
29.35 – 29.69	730	2560	2815
29.70 – 30.04	735	2590	2850
30.05 – 30.39	745	2620	2880
30.40 – 30.74	755	2650	2915
30.75 – 31.09	760	2680	2950
31.10 – 31.44	770	2710	2980
31.45 – 31.79	780	2740	3015
31.80 – 32.14	785	2770	3050
32.15 – 32.49	795	2800	3080
32.50 – 32.84	805	2830	3115
32.85 – 33.19	815	2860	3150
33.20 – 33.54	820	2895	3180
33.55 – 33.89	830	2925	3215
33.90 – 34.24	840	2955	3250
34.25 – 34.59	845	2985	3280
34.60 – 34.94	855	3015	3315
34.95 – 35.29	865	3045	3350
35.30 – 35.64	870	3075	3380
35.65 – 35.99	880	3105	3415
36.00 – 36.34	890	3135	3450
36.35 – 36.69	895	3165	3480
36.70 – 37.04	905	3195	3515
37.05 – 37.39	915	3225	3550
37.40 – 37.74	920	3255	3580
37.75 – 38.09	930	3285	3615
38.10 – 38.44	940	3315	3650
38.45 – 38.79	950	3345	3680
38.80 – 39.14	955	3375	3715
39.15 – 39.49	965	3410	3750
39.50 – 39.84	970	3440	3780
39.85 – 40.19	980	3470	3815
40.20 – 40.54	990	3500	3850
40.55 – 40.89	995	3530	3880
40.90 – 41.24	1005	3560	3915
41.25 – 41.59	1015	3590	3950
41.60 – 41.94	1025	3620	3985
41.95 – 42.29	1030	3650	4015
42.30 – 42.64	1040	3680	4050
42.65 – 42.99	<u>1,050</u>	<u>3,710</u>	<u>4,085</u>
43.00 – 43.34	<u>1,055</u>	<u>3,740</u>	<u>4,115</u>
43.35 – 43.69	<u>1,065</u>	<u>3,770</u>	<u>4,150</u>
43.70 – 44.04	<u>1,075</u>	<u>3,800</u>	<u>4,185</u>
44.05 and over	<u>1,080</u>	<u>3,830</u>	<u>4,215</u>

\*Weekly Sickness and Accident benefits will be adjusted for disability occurring prior to the day one year of seniority is attained (see Article II, Section 6(f)).

(1) Schedule II applies to team members who on their last day worked preceding a continuous period of disability have 10 or more Years of Participation under the Plan. Schedule I applies to all other team members eligible for Extended Disability Benefits.

## **Section 6. SICKNESS AND ACCIDENT BENEFITS**

### **(a) Eligibility for Benefits**

- (1) If while covered for these benefits, a team member becomes wholly and continuously disabled as a result of any injury or sickness so as to be prevented thereby from performing any and every duty of the team member's occupation, and during the period of such disability is under treatment therefor by a physician legally licensed to practice medicine, the amount of weekly benefits for which the team member is then covered shall be paid to the team member each week during the period the team member is so disabled and under such treatment.

Notwithstanding the above, Sickness and Accident Benefits shall be payable to a team member who becomes wholly and continuously disabled as a result of infertility treatment, undergoing surgery for sterilization or, sterilization reversal purposes or who becomes confined as a registered bed patient in a legally constituted hospital for the purpose of undergoing testing to determine suitability to be a donor for an organ or tissue transplant and, in either case, is otherwise eligible for such benefits.

The requirement that a team member be under treatment by a physician legally licensed to practice medicine shall be deemed to have been met if a team member under treatment for alcohol or drug abuse in a residential or outpatient

substance abuse treatment facility approved by the Company and the Union furnishes the insurance company with certification of disability, provided either by the facility's physician director, or by a physician consultant selected by the facility, based on information furnished by, and upon the recommendation of, the therapist who is supervising the team member's therapy. For such certification to be acceptable, the physician director or physician consultant providing it must be a licensed doctor of medicine or osteopathy.

- (2) Sickness and Accident Benefits shall not be paid for any day for which a team member receives holiday pay.

**(b) Duration and Commencement of Benefits**

- (1) Sickness and Accident Benefits shall be payable during total disability for a period equal to the greater of a team member's seniority or Years of Participation on the first day of disability, but in no case for more than 52 weeks, or 51 weeks for claims beginning on or after January 1, 2018 for any one continuous period of disability, whether from one or more causes, or for successive periods of disability due to the same or related cause or causes; except that a team member with 13 but less than 16 weeks of seniority or Years of Participation shall have Sickness and Accident Benefits payable for a maximum period of 15 weeks. When a team member is deemed fit to return to work by their treating physician, but requires further clearance from the company physician, and if there is a delay in being cleared due to the schedule of the company physician, the team member will remain on disability leave and receive disability benefits until the scheduled appointment with the company physician. The insurance carrier will pay to the team member the difference between the amount of money per day the team member receives from the daily benefit payable and the amount equivalent to 8 straight time



hours pay (base rate plus COLA). However, if such team member is confined as a registered bed patient in a legally constituted hospital, or is receiving payments because of employment with the Company under any Workplace Safety and Insurance Board Law or Act or any Occupational Disease Law or Act, for the same disability at the date of expiration of the maximum period for which the team member is entitled to receive Sickness and Accident Benefits, and such benefits were payable for less than 52 weeks or 51 weeks for claims beginning on or after January 1, 2018, benefits shall continue to be payable while the team member continues to be so confined or while receiving such payments, but in no case beyond the end of such 52 week period or 51 week period for claims beginning on or after January 1, 2018. Notwithstanding the fact that all the requirements of subsections (a) and (b) herein have been met, in no case shall Sickness and Accident Benefits be payable for the waiting period specified below.

- (2) If disability is due to an accident, the waiting period shall be the first seven days of disability, except that if during the first seven days of disability the team member, because of such accident, becomes confined as a registered bed patient in a legally constituted hospital or receives treatment by a Company Medical Department or by a physician legally licensed to practice medicine, there shall be no waiting period. If disability is due to sickness, the waiting period shall be the first seven days of disability except that if during the first seven days of disability the team member becomes confined as a registered bed patient in a legally constituted hospital, the waiting period shall not extend beyond the day immediately preceding the day the team member becomes so confined and if during the first seven days of disability the team member undergoes a surgical procedure for which a benefit of \$25 or more is scheduled or payable, whichever is higher, under a Medical Expense Benefit plan pursuant to Article II,

Section 1(a) and (b) of the CAMI Health Care Insurance Program for Hourly Rate Team Members, the waiting period shall not extend beyond the day immediately preceding the day of surgery.

If the disability is due to a team member's admittance into a recognized, spousal abuse shelter, the waiting period shall not extend beyond the first day of admittance.

- (c) **Basis for Daily Benefit Payments.** Any Sickness and Accident Benefits due for periods other than a whole week shall be paid on the basis of one-fifth of the weekly benefit for each day of a five-day work week, Monday through Friday, the team member is disabled. If any one of such days is not included in a team member's regular work week, Saturday shall be substituted for that day and if two of such days are not included in the team member's regular work week, Saturday and Sunday shall be substituted for such two days.

Notwithstanding the above, team members on powerhouse continuous shift operation, paid under Appendix C to the Labour Agreement, during those weeks when they are assigned to twelve hour shifts, shall be paid on the basis of 30% of the weekly benefit for each of the team member's scheduled work days on which the team member is disabled.

(d) **Benefits for More Than One Absence**

- (1) If a team member returns to work after receiving Sickness and Accident Benefits for less than 52 weeks or 51 weeks for claims beginning on or after January 1, 2018 and is again absent within three months for the same reason or some disability related to it, there is no waiting period for the rest of the 52 weeks' period or 51 weeks' period for claims beginning on or after January 1, 2018, if the team member is disabled that long.
- (2) If the second absence results from a different kind of sickness or injury, the first absence does not affect any possible future benefits. If there are

three months or more between two periods of disability, and the team member returned to work for at least one day in the intervening period, the second period of disability shall not be considered as being due to the same or related cause or causes as the first disability.

- (e) **Pregnancy.** No Sickness and Accident Benefit is payable during the period a team member is on a pregnancy leave of absence, or could be placed on a pregnancy leave of absence by the Company in accordance with any pregnancy leave provisions of the relevant Provincial Statutes.
- (f) **Benefits for Disability Occurring Prior to the Day One Year of Seniority is Attained.** The benefit amount for any period that a team member is otherwise eligible for benefits during any period of disability occurring prior to the day one year of seniority is attained shall be 75% of the benefit amount set forth in Section 5 of this Article; provided, however, that in the event the Company otherwise qualifies for a premium reduction under the Employment Insurance Act, such reduced amount shall not be less than the amount necessary to retain the Company's eligibility for Employment Insurance premium reduction.
- (g) **Occupational Disabilities**
  - (1) Benefits payable for any period shall be reduced by any payments for time lost from work in that period to which the team member is entitled under the Workplace Safety and Insurance Act or any Occupational Disease Law or Act. Benefits initially paid as a Sickness and Accident benefit while the team member waits for adjudication of their Workplace Safety and Insurance claim, are reimbursed to the insurance carrier by the Workplace Safety and Insurance Board (WSIB). If the WSIB claim is subsequently overturned, the team member may make application to the Insurance Carrier for the disability period. The payments which were originally paid to the Insurance Carrier by WSIB will be repayable to the WSIB by the insurance carrier. If the amount paid is less than the entire disability period, the

team member may choose to provide the Insurance Carrier with medical documentation of their claim in order for the Insurance Carrier to adjudicate the unpaid portion of the claim. Any amount the Insurance Carrier deems to be payable will be forwarded as partial or full payment to the WSIB.

- (2) No deduction shall be made for any payments under such laws specifically for hospitalization or medical expense, or specific allowances for loss, or 100% loss of use, of a body member or for disfigurements, or permanent disability pensions or benefits payable for prolonged and indefinite duration, under Workplace Safety and Insurance Board Laws, for a disability which is not related to that for which Sickness and Accident Benefits are payable.

**(h) Notice and Proof of Claim**

- (1) Written notice of injury or sickness must be given to the insurance company within 20 days after the date of the accident causing such injury or the commencement of disability resulting from such sickness. Proof of such injury or sickness must be furnished to the insurance company within 90 days after the termination of the period for which weekly benefits are payable under the Plan.
- (2) The insurance company shall have the right to have such medical examinations of a team member who is eligible to receive Sickness and Accident Benefits, as it may reasonably require, made by a physician or physicians designated by it. Failure to report for such examination may result in denial of such Benefits.
- (3) No legal action shall be brought by any team member to recover from the insurance company prior to the expiration of 60 days after proof of claim has been filed in accordance with the requirements of the Plan, nor shall such action be brought at all unless brought within three years from the expiration of the time within which proof of claim is required by the Plan.

**(i) Payment of Claim**

- (1)** Subject to due proof of claim, the weekly benefits will be paid by electronic Direct Deposit transfer to the team member's bank account each week during any period of disability for which such benefits are payable and any balance remaining unpaid at the termination of such period will be paid immediately upon receipt of proof.
- (2)** If disability is due to or accompanied by mental incapacity, all or any part of such weekly benefits may, at the option of the insurance company, be paid to the beneficiary of record of the team member or to any other person or institution then in the judgment of the insurance company contributing toward or providing for the care or maintenance of the team member.

**Section 7. EXTENDED DISABILITY BENEFIT INSURANCE**

- (a) Eligibility** Extended Disability Benefit Insurance shall be provided while a team member is covered for Sickness and Accident Benefits, but not beyond the first of the second month following the month in which the team member attains age 65. A team member who is covered for Sickness and Accident Benefits and who, at the date of expiration of the maximum number of weeks for which such team member is entitled to receive Sickness and Accident Benefits and during a continuous period of disability thereafter, is totally disabled shall receive monthly Extended Disability Benefits for the period described in subsection (c) herein. For a team member to be deemed totally disabled, such team member must not be engaged in regular employment or occupation for remuneration or profit and be wholly prevented from engaging in regular employment or occupation within the bargaining unit for remuneration or profit as a result of bodily injury or disease, either occupational or non-occupational in cause.
- (b) Amount of Benefit**
  - (1)** The monthly Extended Disability Benefit is the applicable amount shown in the Schedule of

Benefits in Section 5 of this Article, reduced by an amount equal to the monthly equivalent of the total of the following benefits for which the person receiving Extended Disability Benefits is eligible:

- (i) All benefits under any pension plan or retirement program then in effect to which CAMI has contributed;
  - (ii) Lost time benefits under Workplace Safety and Insurance Board Laws or other laws providing benefits for occupational injury or disease, including lump-sum settlements, but excluding specific allowances for loss, or 100 percent loss of use, of a body member, or permanent disability pensions or benefits payable for prolonged and indefinite duration, under Workplace Safety and Insurance Board Laws, for a disability which is not related to that for which Sickness and Accident and/or Extended Disability Benefits are payable;
  - (iii) Disability or Old Age Security Benefits (amount applicable to such person only) to which the person is entitled under any existing or future Provincial or Federal legislation which become payable, except Old Age Security Benefits reduced because of the age at which received, or benefits payable on a "needs" basis;
  - (iv) Benefits under any Provincial or Federal law providing benefits for working time lost because of disability.
- (2) In determining the amount by which Extended Disability Benefits are reduced:
- (i) The monthly equivalent of benefits paid on a weekly basis is computed by multiplying the weekly benefit rate by 4.33.

- (ii)** Lump sum settlements under Workplace Safety and Insurance Board Laws result in reductions equal to the monthly equivalent of the amount of the Workplace Safety and Insurance Board benefit to which the team member would have been entitled under the applicable law had there been no lump sum payment, but not to exceed in total the amount of the settlement. The amount of such settlement shall be allocated to days of disability for which compensation has not previously been paid, in chronological order until such amount has been fully allocated, at the rate of one-seventh of the weekly Workplace Safety and Insurance Board benefit which would have been applicable if the claim had been allowed and if there had been no lump sum settlement.
  
- (iii)** The amount of a person's benefit under subsections (b)(1)(ii), (iii), or (iv) herein shall not be increased subsequent to the first day for which Extended Disability Benefits are payable, except that the amount of such increase shall not be disregarded if it represents an adjustment in the original determination of the amount of such benefit.
  
- (iv)** The amount of monthly Extended Disability Benefit shall not be reduced by any increase in a team member's benefit under subsection (b)(1)(i) herein that is effective subsequent to the first day for which a team member's Extended Disability Benefit is reduced because of receipt of such benefit. However, the amount of Extended Disability Benefit shall be reduced by any such increase which represents an adjustment in the original determination of the amount of the team member's benefit under subsection (b)(1)(i).

- (3) Extended Disability Benefit computations presume eligibility for Statutory Disability Benefits under any existing or future Provincial or Federal legislation and pension plan and retirement program disability retirement benefits. However, such presumption of pension plan and retirement program disability retirement benefits shall not be made with respect to any Extended Disability Benefit payments due for the 12 month period immediately following the date of expiration of the maximum number of weeks for which the team member is entitled to receive Sickness and Accident Benefits. Amounts deducted from Extended Disability Benefits on this basis are paid upon presentation of satisfactory evidence that these benefits were applied for and denied; provided, however, that a reduction in Extended Disability Benefits is made in an amount equal to Statutory Disability Benefits (benefit of disabled contributor only) that would have been payable except for refusal to accept vocational rehabilitation services.
  - (4) Benefits payable for less than a full calendar month are prorated on the basis of the ratio of calendar days of eligibility to total calendar days in the month.
  - (5) The insurance company may require each applicant or recipient of Extended Disability Benefits to certify or furnish verification of the amounts of income from sources listed in subsection (b)(1) herein.
  - (6) Any benefits described in subsection (b)(1) herein which are awarded retroactively shall be treated as having been received by the team member during the entire time period for which such benefits were payable and any overpayments of Extended Disability Benefits shall be calculated accordingly.
- (c) **Commencement and Duration of Benefits**
- (1) Extended Disability Benefits to an eligible applicant shall be for the period commencing the



day following the last day of disability included within the period for the maximum number of weekly Sickness and Accident Benefits, including weeks in which such Sickness and Accident Benefits were partially or wholly offset because of receipt of Workplace Safety and Insurance Board Benefits.

- (2) The maximum period during which Extended Disability Benefits may be payable shall be:
- (i) in the case of a team member who has ten or more Years of Participation as of the day on which disability commenced, the period commencing with the day following the date of the expiration of the maximum number of weekly Sickness and Accident Benefits, and terminating with the earliest of: the date of the team member's death; the first of the month following the month in which the team member attains age 65; or the date as of which the team member no longer satisfies the disability requirement;
  - (ii) in the case of a team member who has less than ten Years of Participation as of the day on which disability commenced, the period by which the team member's Years of Participation at commencement of disability exceeds the maximum number of weeks the team member is entitled to receive Sickness and Accident Benefits. In any event, Extended Disability benefits shall not be payable beyond the earliest of: the date of the team member's death; the first of the month following the month in which the team member attains age 65; or the date as of which the team member no longer satisfies the disability requirement;
  - (iii) if a team member's return to work with the Company does not qualify the team member for a new period of Sickness and Accident Benefits or if the team member

engages in some gainful occupation or employment other than one for which the team member is reasonably qualified by education, training or experience, the team member's satisfying of the disability requirement shall not be deemed to end, but the Extended Disability Benefit shall be suspended for the period of the return to work or the period the team member engages in such occupation or employment.

- (3) If monthly Extended Disability Benefits payable to a team member are discontinued because the team member no longer satisfies the disability requirement, and within two weeks of the effective date of such discontinuance and before the team member returns to work with the Company, the team member again becomes disabled so as to satisfy the disability requirement, monthly Extended Disability Benefits will be resumed.
- (4) For purposes of applying the maximum period for monthly Extended Disability Benefits, a month in which such benefits are partially or wholly offset by benefit payments from sources listed in subsection (b)(1), suspended under subsection (c)(2), or not paid between periods of disability under circumstances described under subsection (c)(3), is counted as a full month. Fractions of the first and last month are counted as fractions of a month.
- (5) The cumulative total number of months during any previous periods of eligibility for Extended Disability Benefits, regardless of whether for the same or related disabling condition, reduces the maximum number of monthly benefit payments for which the individual is otherwise eligible under subsection (c)(2)(ii) when Extended Disability Benefits again commence.
- (6) If disability is due to or accompanied by mental incapacity, all or any part of such monthly Extended Disability Benefits may, at the option of

the insurance company, be paid to the beneficiary of record of the team member or to any other person or institution then in the judgment of the insurance company contributing toward or providing for the care or maintenance of the team member.

- (d) **Rehabilitation.** There is no ineligibility for Extended Disability Benefits because of work which is determined to be primarily for training under a recognized program of vocational rehabilitation.
- (e) **Proof of Disability.** The insurance company may require an applicant, as a condition of eligibility, to submit to examinations by a physician designated by it for the purpose of determining the applicant's initial or continuing disability.
- (f) **Exclusions.** No benefit shall be payable for any period of disability resulting from pregnancy or childbirth or resulting complications during the period a team member is on a pregnancy leave of absence, or could be placed on a pregnancy leave of absence by the Company in accordance with any pregnancy leave provisions of the relevant Provincial Statutes.
- (g) **Waiver.** A team member may waive irrevocably any right such team member may have to receive Extended Disability Benefits with respect to any period of disability by completing a waiver form furnished by the Company for that purpose. No Extended Disability Benefits shall be payable for any period of disability covered by such waiver.

**Section 8. SURVIVOR INCOME BENEFIT INSURANCE**

- (a) **Transition Survivor Income Benefit.** Transition Survivor Income Benefit. For eligible Class A, B, or C survivors as defined in (c) below, a Transition Survivor Income Benefit in the amount of \$875 per month for any such benefit payable for months commencing on or after October 1, 2010 for up to a maximum of 24 months shall be provided, except that for any month in which a Class A eligible survivor has a dependent child, as defined in subsection (c) herein, and for any month in which a Class

B eligible survivor of the team member is not survived by either parent, the amount of the Transition Survivor Income Benefit shall be \$950 per month for any such month commencing on or after October 1, 2010.

For months in which two or more eligible survivors share a Benefit, each survivor's share is computed as a fraction of the Benefit that would be paid to a sole survivor, according to the survivor's own eligibility for statutory benefits.

Survivor Income Benefit Insurance shall be in force only while a team member is insured for Extra Accident Insurance under this Article and only while the team member has at least one eligible dependent. Such insurance shall also be provided for an team member retired under the total and permanent disability provisions of the CAMI Assembly Plant Defined Benefit Pension Plan for Production and Maintenance Workers, but only until the team member has attained age 65. No other retired team member shall be insured hereunder.

- (b) **Payment of Transition Survivor Income Benefit.** In the event of death of an insured team member from any cause, benefits shall be payable monthly commencing on the first day of the calendar month following the death of the team member, and on the first day of each month thereafter until 24 such payments have been made or until there are no eligible survivors in any Class of eligible survivors, if earlier.

In no event shall the maximum amount payable exceed \$950 for any month or \$22,800 in total on or after October 1, 2010. Payments shall be made to the eligible survivor or in equal shares, except as otherwise provided in subsection (a) herein, to the eligible survivors in the first of the Classes of survivors set forth in subsection (c) herein in which there is an eligible survivor or survivors.

- (c) **Classes of Eligible Survivors.** The Classes of eligible survivors (also referred to herein as eligible dependents) and the order of qualifying for benefits are as follows:

**Class A.** The term "Class A" survivor shall mean the surviving spouse, as defined in Article V, Section 7.

**Class B.** Any child of the deceased team member, who at the time a Transition Survivor Income Benefit first becomes payable to such child is both unmarried and either

- (i) under 21 years of age, or
- (ii) at least age 21 but under age 25, or

(iii) totally and permanently disabled at any age over 21; provided, however, that a child under (ii) or (iii) must have been legally residing with and dependent upon the team member at the time of the team member's death. A child shall cease to be a Class B eligible survivor upon marrying or if not totally and permanently disabled, upon reaching the 25th birthday of such child;

**Class C.** A parent of the deceased team member for whom the team member had, during the calendar year preceding the team member's death, provided at least 50% of the parent's support.

**(d) Sequence of Payments.** Payments shall be made to the eligible survivors as set forth in subsection (c) herein, in the following order:

- (1) **Class A - Eligible Survivors.** If a Class A eligible survivor dies prior to the payment of the maximum number of 24 benefit payments, the right to any remaining payments shall pass in equal shares, except as otherwise provided in subsection (a) herein, for the balance of the maximum number of payments to any surviving children who then qualify under Class B or, if there are none, then in equal shares, except as otherwise provided in subsection (a) herein, for the balance of the maximum number of payments to any surviving parents who then qualify under Class C.
- (2) **Class B - Eligible Survivors.** If, after having qualified under Class B, a child marries, dies, or attains age 25 (if not totally and permanently disabled), any remaining payments shall be divided equally, except as otherwise provided in subsection (a) herein, among any surviving children who continue to qualify under Class B. After the last child ceases to qualify, any

remaining payments shall be divided equally, except as otherwise provided in subsection (a) herein, among any surviving parents who then qualify under Class C.

(3) **Class C - Eligible Survivors.** If more than one parent qualifies under Class C and either parent dies, any remaining payments shall be payable to the surviving parent.

(4) **No Eligible Survivor.** If no eligible survivor of the team member qualifies in any Class on the first of the month following the death of the team member, no payments will be made hereunder. Once begun, payments will cease when there is no eligible survivor in any Class.

(e) **Bridge Survivor Income Benefits for Class A Eligible Survivors.** There shall also be payable in accordance with the terms and conditions of this subsection to a Class A eligible survivor, both terms as defined in subsection (c) herein, who is 45 years of age or more on the date of the team member's death, or whose age, when combined with the team member's Years of Participation (both of which to be determined to the nearest 1/12, and as of the date of the team member's death), totals 55 or more, and who has received 24 monthly payments of the Transition Survivor Income Benefit provided in subsections (a) and (b) herein, an additional survivor income benefit (hereinafter referred to as a Bridge Survivor Income Benefit) of \$875 per month for any such benefit payable for months commencing on or after October 1, 2010; except that for any month in which a Class A Survivor has a dependent child as defined in subsection (c) herein the amount of the Bridge Survivor Income Benefit shall be \$950 per month for any such month commencing on or after October 1, 2010. Such benefit shall be paid as outlined in subsection (f) herein.

(f) **Payment of Bridge Survivor Income Benefit**

(1) The Bridge Survivor Income Benefit will become payable commencing with the first month following the month for which the 24th monthly payment of the Transition Survivor Income Benefit is paid.

(2) The Bridge Survivor Income Benefit will cease to be paid immediately upon the occurrence of:

- (i) the death or remarriage of the Class A eligible survivor (remarriage shall include a legal marriage or the cohabiting and residing by the Class A survivor with a person of the opposite sex, or on or after September 20, 2004, a person of the same sex in a conjugal relationship, for a continuous period of at least one year, during which such survivor publicly represents such person to be the survivor's spouse), or
- (ii) attainment by the Class A eligible survivor of such age at which Old Age Security Benefits become payable under any Federal legislation, as now in effect or hereafter enacted or amended.

(g) **Privilege of Obtaining an Individual Policy of Life Insurance.** The team member shall be entitled to be issued with an individual policy of Life Insurance in accordance with the provisions set forth in Article IV, Section 6 provided the team member has at least one eligible dependent under any Class at the date of cessation of insurance, Group Life Insurance ceases, and the team member applies within 31 days after the date Survivor Income Benefit Insurance ceases. The amount of such individual policy issued shall be increased by an amount equal to (or less at the option of the team member) the total amount of monthly Survivor Income Benefit Insurance payments that would have been made if the team member had died on the date insurance ceased. If the team member dies during such 31 day period, whether or not the team member shall have made application for such individual policy, the insurance company shall pay any Survivor Income Benefit Insurance which would otherwise be payable in accordance with this Section 8.

(h) **Non-Alienation.** No survivor income benefit payable hereunder shall be subject in any manner to assignment, pledge, attachment or encumbrance of any kind, nor

subject to the debts or liability of any eligible survivor except as required by applicable law.

- (i) **Limitation of Applicability.** No other Sections of this Article, except as specifically mentioned in this Section 8, shall be applicable to this Survivor Income Benefit Insurance.

## **Section 9. DEPENDENT GROUP LIFE INSURANCE**

The Company shall make available the Dependent Group Life Insurance set forth in this Section. In the event of any conflict between the provisions of this Section and any other provisions of this Supplemental Agreement, the provisions of this Section will supersede such other provisions to the extent they apply to this Section.

- (a) **Eligibility Date.** A team member as defined in Article V, Section 1 shall become eligible for the amounts of Dependent Group Life Insurance as determined in accordance with Schedule I, II, III, or IV, and, for team members at work on or after October 19, 1992, Schedule V or Schedule VI, and, for team members at work on or after September 21, 1998, Schedule VII or Schedule VIII, and, for team members at work on or after September 17, 2001, Schedule IX or Schedule X and, for team members at work on or after September 20, 2004, Schedule XI or Schedule XII, and, for team members at work on or after September 17, 2007, Schedule XIII, as set forth in subsection (d) herein, on the first day of the calendar month next following the month in which the team member acquires one year of seniority, as defined in Article V, Section 4, provided that the team member, at that time, is insured for the Group Life Insurance provided in accordance with Section 2(a) or 2(b) of this Article and, has at least one eligible dependent as defined in subsection (c), herein. If the team member does not then meet these conditions, such team member shall become eligible for Dependent Group Life Insurance on the first day of the calendar month next following the date these conditions are first met. The date that the team member becomes eligible for amounts of insurance under a Schedule shall be hereinafter referred to as



the team member's eligibility date for purposes of the insurance under such Schedule.

**(b) Enrollment and Effective Dates.** The team member's Dependent Group Life Insurance shall become effective as follows:

- (1)** If the team member enrolls on or before the team member's eligibility date, insurance becomes effective on the eligibility date.
- (2)** If the team member enrolls during the 31 day period following the eligibility date, insurance becomes effective on the first day of the calendar month next following the date of enrollment.
- (3)** If the team member enrolls subsequent to the 31st day following the eligibility date, or if the team member becomes insured for Dependent Group Life Insurance under a Schedule and later decides to enroll for a higher amount of insurance under another Schedule as set forth in subsection (d) herein, the team member must furnish evidence satisfactory to the insurance company of each Dependent's good health. In such case, insurance will become effective on the first day of the calendar month next following the date the insurance company approves the evidence, with respect to those persons whose evidence has been approved and who are still eligible Dependents, as defined in subsection (c), herein.

In any event, for insurance to become effective, the team member must be actively at work on the date insurance would otherwise become effective. If the team member is not actively at work on such date, insurance becomes effective on the date the team member returns to active work, provided the team member is then still eligible as set forth in subsection (a), herein.

If the team member becomes insured for the amounts of insurance under a Schedule and later enrolls for decreased amounts of insurance under another Schedule as set forth in subsection (d) herein, the insurance under the requested

Schedule shall become effective on the first day of the calendar month next following the last month for which the team member made the required contribution for the insurance under the prior Schedule, whether or not the team member is then actively at work.

(c) **Definition of Dependent**

**"Dependent"** means (a) the team member's spouse and (b) any unmarried child over 14 days of age (i) of the team member by birth, legal adoption, or legal guardianship, while such child legally resides with and is dependent upon the team member, (ii) of the team member's spouse while such child is in the custody of and dependent upon the team member's spouse and is residing in and a member of the team member's household, (iii) as defined in (i) and (ii) who does not reside with the team member but is the team member's legal responsibility for the provision of health care, and (iv) who resides with and is related by blood or marriage to the team member, for whom the team member provides principal support as defined by the Canadian Income Tax Act, and who was reported as a dependent on the team member's most recent income tax return or who qualifies in the current year for dependency tax status. A child as defined in (i), (ii), (iii) or (iv) is included until the end of the calendar year in which the child attains age 25, or regardless of age if totally and permanently disabled as defined hereinafter, provided that any such child after the end of the calendar year in which the child attains age 21 must be dependent upon the team member within the meaning of the Canadian Income Tax Act and must legally reside with, and be a member of the household of, the team member.

**"Totally and Permanently Disabled"** means having any medically determinable physical or mental condition which prevents the child from engaging in substantial gainful activity and which can be expected to result in death or to be of long-continued or indefinite duration.

**"Spouse"** means a person of the same or opposite sex to whom the team member is legally married prior to the team member's death, or if there is no such person, means a person of the same or opposite sex who has been

cohabiting and residing with the team member for a continuous period of at least one year, and has been publicly represented by the team member as the team member's spouse and who has been so designated in writing on a form filed with the Company by the team member.

The Definition of Dependent used in this Section shall apply only to the Dependent Group Life Insurance set forth herein and shall be entirely independent of any such definition used for the Health Care Benefits set forth in the CAMI Health Care Insurance Program for Hourly Rate Team Members.

- (d) **Amount of Insurance.** The amount of Dependent Group Life Insurance applicable to each follows:

**AMOUNT OF INSURANCE**

Schedule	Dependent	
	Spouse	Child
I	\$5,000	\$2,000
II	\$10,000	\$4,000
III	\$15,000	\$6,000
IV	\$20,000	\$8,000
V*	\$25,000	\$10,000
VI*	\$30,000	\$12,000
VII**	\$35,000	\$14,000
VIII**	\$40,000	\$16,000
IX***	\$45,000	\$18,000
X***	\$50,000	\$20,000
XI****	\$55,000	\$22,000
XII****	\$60,000	\$24,000
XIII*****	\$65,000	\$26,000

\*For team members at work on or after October 19, 1992.

\*\*For team members at work on or after September 21, 1998.

\*\*\*For team members at work on or after September 17, 2001.

\*\*\*\*For team members at work on or after September 20, 2004.

\*\*\*\*\*For team members at work on or after September 17, 2007

A team member may elect the amounts of insurance determined in accordance with Schedule I, Schedule II, Schedule III or Schedule IV, and, for team members at work on or after October 19, 1992 Schedule V or Schedule VI, and for team members at

work on or after September 21, 1998 Schedule VII and VIII, and for team members at work on or after September 17, 2001 Schedule IX and X, and for team members at work on or after September 20, 2004 Schedule XI and XII, and for team members at work on or after the September 17, 2007 Schedule XIII depending on the team member's eligibility as set forth in subsection (a) herein.

- (e) **Contributions.** The team member shall contribute the full cost of Dependent Group Life Insurance and contributions, plus applicable taxes, shall be payable monthly in advance. The required monthly contribution, regardless of the number of Dependents on whose account the team member is insured, is as set forth in the following tables, which are subject to change.

**TEAM MEMBER'S MONTHLY CONTRIBUTION**

Schedule	Contribution*
I	\$0.76
II	\$1.53
III	\$2.27
IV	\$3.04
V	\$3.80
VI	\$4.57
VII	\$5.74
VIII	\$6.56
IX	\$7.32
X	\$8.09
XI	\$8.91
XII	\$9.72
XIII	\$10.69

\* plus applicable taxes

- (f) **Payment of Benefits.** If a Dependent dies from any cause while the team member is insured for Dependent Group Life Insurance, the amount of such insurance in force on account of the Dependent shall be paid in a lump sum to the team member (the team member is the beneficiary for Dependent Group Life Insurance). If a dependent dies subsequent to the death of the team member and while Dependent Group Life Insurance is in force, the amount of such insurance in force on account of the dependent shall be paid to the team member's

estate. This insurance is term insurance without cash, loan or paid-up values.

(g) **Cessation of Insurance.** Dependent Group Life Insurance shall automatically cease on the earliest of the following:

- (1) The date the team member ceases to have a Dependent as defined in subsection (c), herein.
- (2) The date the team member ceases to be insured for Group Life Insurance provided in accordance with Section 2(a) or 2(b) of this Article.
- (3) If the team member fails to make a required contribution for Dependent Group Life Insurance when due, the last day of the calendar month immediately preceding the calendar month for which contribution was due.
- (4) The last day of the calendar month in which the team member attains age 70.
- (5) The date of discontinuance of Dependent Group Life Insurance under the Plan as defined in Article V, Section 5. The Dependent Group Life Insurance on account of any Dependent shall automatically cease on the day immediately preceding the date such person ceases to be a Dependent as defined in subsection (c) herein.

(h) **Conversion Privilege.** Upon written application made by a person to the insurance company within 31 days after the date of cessation of the Dependent Group Life Insurance on account of such person because of:

- (1) cessation of the team member's insurance in accordance with Article III, Section 7(a), unless such cessation was due to discontinuance of Dependent Group Life Insurance under the Plan as defined in Article V, Section 5, or
- (2) such person's ceasing to be a Dependent as defined in subsection (c) herein, such person shall be entitled to have an individual policy of

Life Insurance only, without Disability or Accidental Means Death Benefits, issued by the insurance company, without evidence of insurability. Such individual policy shall be upon one of the forms then customarily issued by the insurance company, and will provide an individual policy of: (a) term insurance for a period of one year; or (b) term insurance to age 65; or (c) life insurance under any regular plan then being issued by the insurance company. The premium for such individual policy shall be the premium applicable to the class of risk to which such person belongs and to the form and amount of the individual policy at such person's attained age at the date of issue of such individual policy. The amount of such individual policy shall be equal to (or, at the option of such person, less than) the amount of Dependent Group Life Insurance in force on account of such person on the date of cessation of such insurance.

Any individual policy of Life Insurance so issued shall become effective at the end of the 31 day period during which application for such individual policy may be made. If, however, the person who is entitled to the privilege of obtaining an individual policy of Life Insurance dies during such 31 day period, the insurance company shall pay to the team member, whether or not application for such individual policy shall have been made, the maximum amount of Life Insurance for which an individual policy could have been issued. If a dependent dies subsequent to the death of the team member and while Dependent Group Life Insurance is in force, the amount of such insurance in force on account of the dependent shall be paid to the team member's estate.

#### **Section 10. OPTIONAL GROUP LIFE INSURANCE**

The Company shall make available the Optional Group Life Insurance set forth in this Section. In the event of any conflict between the provisions of this Section and any other provisions of this Supplemental Agreement, the provisions of this Section

will supersede such other provisions to the extent they apply to this Section.

- (a) **Eligibility Date.** A team member as defined in Article V, Section 1 who is insured for the Group Life Insurance provided in accordance with Section 2(a) or 2(b) of this Article, shall become eligible for the amounts of Optional Group Life Insurance as determined in accordance with Schedule I, II, III, IV or V, and, for team members at work on or after October 19, 1992, Schedule VI and Schedule VII, and, for team members at work on or after September 21, 1998, Schedule VIII and Schedule IX, and, for team members at work on or after September 17, 2001, Schedule X and Schedule XI, and, for team members at work on or after September 17, 2007, Schedule XII as set forth in subsection (c) herein, on the first day of the calendar month next following the month in which employment with CAMI commences subsequent to the most recent date of hire.
- (b) **Enrollment and Effective Dates.** When the team member enrolls for Optional Group Life Insurance, or if the team member becomes insured for Optional Group Life Insurance and later decides to enroll for a higher amount of insurance as set forth in subsection (c) herein, the team member must furnish evidence satisfactory to the insurance company of the team member's good health. In either case, insurance will become effective on the first day of the calendar month next following the later of the team member's eligibility date and the date the insurance company approves the evidence.

In any event, for a team member to become insured initially or for a higher amount of insurance, such team member must be actively at work on the date the insurance would otherwise become effective. If the team member is not actively at work on such date, insurance becomes effective on the date the team member returns to active work, provided such team member is then still eligible as set forth in subsection (a), herein.

If the team member becomes insured for Optional Group Life Insurance and later enrolls for a lower amount of insurance as set forth in subsection (c), herein, the team member shall become insured for such lower amount of insurance on the first day of the calendar month next

following the month for which the team member last contributed for the higher amount, whether or not the team member is then actively at work.

- (c) **Amount of Insurance.** A team member may elect one of the following Schedules of Optional Group Life Insurance:

Schedule	Amount
I	\$10,000
II	\$20,000
III	\$30,000
IV	\$40,000
V	\$50,000
VI*	\$75,000
VII*	\$100,000
VIII**	\$125,000
IX**	\$150,000
X***	\$175,000
XI***	\$200,000
XII****	\$225,000

\*for team members at work on or after October 19, 1992

\*\*for team members at work on or after September 21, 1998

\*\*\*for team members at work on or after September 17, 2001

\*\*\*\*for team members at work on or after September 17, 2007

The amount of Optional Group Life Insurance in force on account of a team member shall be reduced on the first day of the calendar month next following the month in which the team member attains age 66, and on each anniversary of such date, by 20% of the amount of Optional Group Life Insurance in force on the team member's 65th birthday.

If, after a team member's 65th birthday, the team member either enrolls initially for Optional Group Life Insurance or becomes insured for an increased or decreased amount of insurance, then, for the purpose of the reductions set forth in the preceding sentence, the amount of Optional Group

Life Insurance shall be determined as though such initial, increased or decreased amount were in force on the team member's 65th birthday. No Optional Group Life Insurance is



provided after the end of the month in which the team member attains age 70.

- (d) **Contributions.** The team member shall contribute the full cost of the Optional Group Life Insurance and contributions, plus applicable taxes, shall be payable monthly in advance. The required monthly contribution for each \$1,000 of Optional Group Life Insurance is as set forth in the following table, which is subject to change.

<b>TEAM MEMBER'S AGE</b>	<b>MONTHLY CONTRIBUTION *</b>
Less than 35	\$0.06
35-39	\$0.11
40-44	\$0.18
45-49	\$0.33
50-54	\$0.54
55-59	\$0.89
60-64	\$1.16
65-69	\$2.05

\* Effective November 1, 2013 (plus applicable taxes)

When the team member attains a birthday and thereby enters a higher age bracket, the monthly contribution will change on the first day of the calendar month next following the month in which such birthday occurs.

(e) **Payment of Benefits**

- (1) The amount of Optional Group Life Insurance is payable to the beneficiary of record of the team member in the event of death from any cause while the team member is insured for Optional Group Life Insurance.
- (2) At the written request of the beneficiary, Optional Group Life Insurance shall be paid either in a lump sum or in installments. No installment settlement election shall be valid if such settlement would result in installment payments of less than \$10.00 each.
- (3) If the insurance is payable in installments and the beneficiary dies before all installments have been

paid, the unpaid installments shall be commuted at the rate of interest used in computing the amount of installment payments, and paid in one lump sum to the estate of the beneficiary unless otherwise provided in the election of an installment settlement.

(4) At the time of enrollment for Optional Group Life Insurance, the team member will designate the beneficiary of the insurance, using a form provided by CAMI and maintained in CAMI's files. Thereafter, this designation may be changed at any time by the team member, in writing, using the same form. Consent of the beneficiary to any such change is not required. Upon receipt by CAMI, any such change will be effective as of the date signed, whether or not the team member is then living, but without prejudice to CAMI or the Insurance Company on account of any payment made before receipt of such written notice. If, at the death of the team member, there is no designated beneficiary, the insurance which would otherwise be payable to a beneficiary shall be payable to the estate of the team member.

(5) This insurance is term insurance without cash, loan or paid-up values.

(f) **Cessation of Insurance.** Optional Group Life Insurance shall automatically cease on the earliest of the following:

(1) The date the team member ceases to be insured for Group Life Insurance provided in accordance with Section 2(a) or 2(b) of this Article.

(2) If the team member fails to make a required contribution for Optional Group Life Insurance when due, the last day of the calendar month immediately preceding the calendar month for which contribution was due.

(3) The last day of the calendar month in which the team member attains age 70.

(4) The date of discontinuance of Optional Group Life Insurance under the Plan as defined in Article V, Section 5.

(g) **Conversion Privilege.** Upon written application made by a person to the insurance company within 31 days after the date of cessation of the team member's Optional Group Life Insurance because of cessation, in accordance with Article III, Section 7(a), of the team member's insurance the team member shall be entitled to receive from the insurance company, without evidence of insurability, an individual policy of Life Insurance only, without Disability or Accidental Means Benefits. Such individual policy shall be upon one of the forms then customarily issued by the insurance company, and will provide an individual policy of: (a) term insurance for a period of one year; or (b) term insurance to age 65; or (c) life insurance under any regular plan then being issued by the insurance company.

The premium for such individual policy shall be the premium applicable to the class of risk to which the team member belongs and to the form and amount of the individual policy at the team member's attained age at the date of issue of such individual policy. The amount of such individual policy shall be equal to (or, at the option of the team member, less than) the amount of the team member's Optional Group Life Insurance in force on account of such person on the date of cessation of such insurance.

Any individual policy of Life Insurance so issued shall become effective at the end of the 31 day period during which application for such individual policy may be made. If, however, the team member dies during such 31 day period, the insurance company shall pay to the beneficiary of record, whether or not the team member shall have made application for such individual policy, the maximum amount of Life Insurance for which an individual policy could have been issued.

**Section 11. TOTAL AND PERMANENT  
DISABILITY BENEFITS**

**(a) Eligibility for and Amount of Benefits**

- (1)** If a team member becomes totally and permanently disabled, while insured under the Plan and prior to the end of the month in which the team member's 65th birthday occurs, and if such team member has credit for at least ten Years of Participation under the Plan on the last day of the month in which the team member becomes totally and permanently disabled and provided that satisfactory written proof of such disability is submitted, as required herein, and provided the team member so elects, the insurer shall discontinue the Group Life and Extra Accident Insurance on the life of said team member and will commence to pay to the team member, in lieu of the payment of Group Life Insurance at death, monthly installments at the rate of \$20 per month for each \$1,000 of the team member's Group Life Insurance under the Plan at the date of commencement of such disability. The insurer shall continue to make such payments during the period of such disability until the aggregate of the installments paid during such period of total and permanent disability and the amount of the installments paid during any previous period or periods of total and permanent disability equals the amount of the team member's Group Life Insurance in force under the Plan at the date of commencement of such disability.
- (2)** A team member shall be deemed to be totally and permanently disabled only if the team member is not engaged in regular employment or occupation for remuneration or profit and on the basis of medical evidence satisfactory to the insurance company the team member is found to be wholly and permanently prevented from engaging in regular employment or occupation within the bargaining unit for remuneration or profit as a result of bodily injury or disease, either occupational or non-occupational in cause, but

excluding disabilities resulting from service in the armed forces of any country unless the team member becomes totally and permanently disabled after accumulating at least 10 years of seniority following separation from service in the armed forces.

- (3) If the team member should die during the period of total and permanent disability and while the monthly installments are being paid to such team member, an amount equal to the greater of (i) the aggregate of the installments remaining unpaid, or (ii) \$500, increased in either case by any additional death benefit provided in accordance with subsection (a)(4) of this Section, shall be paid in a lump sum as a death benefit to the beneficiary of record of the team member.
- (4) If a team member shall have been paid monthly installments on account of total and permanent disability and again becomes eligible for benefits because of a second or subsequent period of total and permanent disability, an additional death benefit equal to the aggregate of the installments paid during the previous period or periods of total and permanent disability shall be provided for such team member. The amount of this aggregate death benefit in accordance with subsection (a)(3) and this subsection shall not exceed the amount of the team member's Group Life Insurance in force on the last day of active work preceding such second disability. Such aggregate death benefit shall be subject to reduction at age 65 in accordance with Section 2(b) of this Article.
- (5) After the total amount of Group Life Insurance in force at disability has been paid, a death benefit of \$500 shall be provided during the remainder of the team member's lifetime.

**(b) Payment of Benefits**

- (1) The first monthly installment of payments under this Section shall be payable on the later of:

- (i) the first day of the month which includes the date the required proof of such disability is received by the Company,
  - (ii) the first day of the month which includes the date the team member has been continuously and totally disabled for a period of six months,
  - (iii) the day following the date of expiration of the maximum number of weeks for which Sickness and Accident Benefits are payable to the team member under any plan to which the Company contributes, or
  - (iv) the day following the date of expiration of the maximum number of months for which Extended Disability Benefits are payable to the team member.
- (2) Successive periods of absence due to the same disability as that upon which claim for Total and Permanent Disability Benefits is based and aggregating at least six months shall be considered the same as one continuous absence provided that the aggregate shall not include such absences preceding the last day at work by more than one year.
- (3) If an individual policy of Life Insurance has been issued in accordance with the provisions described in Article IV, Section 6(a), payment may be made under the provisions described in this Section only if such individual policy is surrendered without claim thereunder. In such case, any premiums paid on such individual policy shall be refunded.
- (4) If such disability is due to or accompanied by mental incapacity, the whole or any part of such installments may, at the option of the insurance company, be paid to the beneficiary of record of the team member or to any other person or institution then in the judgment of the insurance

company contributing toward or providing for the care or maintenance of the team member.

**(c) Team Member Contributions**

- (1)** No team member contributions under this Article are required while the team member is receiving such Total and Permanent Disability Benefits.
- (2)** No team member contributions are required for the death benefit provided during the remainder of the team member's lifetime after the receipt of maximum amount of monthly installment payments on account of total and permanent disability.

**(d) Cessation of Disability**

- (1)** If the team member ceases to be disabled or fails to submit any required proof, the monthly installments shall automatically and immediately cease.
- (2)** If the team member recovers and returns to work with the Company, Group Life Insurance shall be reinstated for an amount determined in accordance with the Schedule of Benefits applicable to such team member on return to work and on the basis of the team member's Base Hourly Rate at the time in accordance with Article IV, Section 2(a).
- (3)** If the team member recovers but does not return to work, all insurance is cancelled but the team member may convert the amount of death benefit then in force on the team member's account (but not less than \$500) into an individual policy in accordance with Article IV, Section 6(a). However, if the team member is within 5 years of normal retirement date at the date of such cessation of the payment of installments, the Group Life Insurance may be revived in an amount equal to the death benefit then in force on the team member's account by making the required contributions. Upon attaining age 65, the team member's Group Life Insurance shall be

reduced in accordance with Section 2(b) of this Article, except that if the amount of Group Life Insurance then in force is less than \$3500, such lesser amount will be the amount of Continuing Life Insurance for such team member.

- (e) **Proof of Disability.** Notwithstanding that proof of total and permanent disability may have been accepted by the insurance company as satisfactory, the team member on request from the insurance company shall furnish due proof of the continuance of such disability, and shall submit to physical examination at reasonable intervals by physicians designated by the insurance company.
- (f) **Effect of Pension Benefits.** Any payment under this Section shall be entirely independent of any payment to which the team member may be entitled on account of total and permanent disability under the CAMI Assembly Plant Defined Benefit Pension Plan for Production and Maintenance Workers.



### **ARTICLE III**

#### **CONTINUATION OF INSURANCE, COMPANY AND TEAM MEMBER CONTRIBUTIONS, AND CESSATION OF INSURANCE**

##### **Section 1. TEAM MEMBERS IN ACTIVE SERVICE**

The Company shall pay the full monthly premium charge for insurance provided under Article II (other than Dependent Group Life Insurance and Optional Group Life Insurance) for a team member with respect to any month in which the team member has earnings from the Company, except as may otherwise be provided under Article I, Section 4.

If enrolled, the team member shall contribute the full cost of any Dependent Group Life Insurance and Optional Group Life Insurance.

##### **Section 2. TEAM MEMBERS ON LAYOFF OR LEAVE OF ABSENCE OTHER THAN FOR DISABILITY**

Insurance may be continued for the following periods after the month in which the team member last works prior to layoff or leave of absence upon payment of any required contributions:

- (a) For the first month all insurance provided under Article II will be continued and the Company shall pay the full monthly premium charge for such insurance (other than Dependent Group Life Insurance and Optional Group Life Insurance). If enrolled, the team member shall contribute the full cost of any Dependent Group Life Insurance and Optional Group Life Insurance which the team member elects to continue.
- (b) For the next 12 months in case of a layoff (24 months in the case of a team member who has 10 or more years of seniority as of the last day worked prior to layoff) and the next 11 months in case of a leave of absence other than for disability only the Group Life, Extra Accident, Survivor Income Benefit, Dependent Group Life, and Optional Group Life Insurance may be continued.
  - (1) For such period in case of a layoff, contributions shall be in accordance with certain schedules

established by the Company related to seniority, or on some other basis, under which coverage (other than Dependent Group Life Insurance and Optional Group Life Insurance) continued by a laidoff team member shall be continued without cost to the team member during a specified number of full calendar months of layoff. Company contributions shall commence with the first month after the month in which the Company contributed under the provisions of subsection (a) herein.

Team members shall contribute \$0.50 per month per \$1000 of Group Life Insurance for such coverage (other than Dependent Group Life Insurance and Optional Group Life Insurance) continued in any month of layoff in which they are not eligible for such Company contributions. If enrolled, the team member shall contribute the full cost of any Dependent Group Life Insurance and Optional Group Life Insurance which the team member elects to continue.

- (2) For such period in case of a leave of absence other than for disability team member contributions shall be at the rate of \$0.50 per month per \$1000 of Group Life Insurance for such coverage (other than Dependent Group Life Insurance and Optional Group Life Insurance) continued. If enrolled, the team member shall contribute the full cost of any Dependent Group Life Insurance and Optional Group Life Insurance which the team member elects to continue.
  
- (c) Group Life, Extra Accident, Survivor Income Benefit, Dependent Group Life and Optional Group Life Insurance may be continued by a team member while on layoff for up to 12 additional months beyond the last month for which the Company contributed in accordance with subsection (b)(1) herein. Team members shall contribute \$0.50 per month per \$1000 of Group Life Insurance for such coverage (other than Dependent and Optional Group Life Insurance) continued in any month of layoff in which they are not eligible for such Company contributions. If enrolled, the team member shall

contribute the full cost of any Dependent Group Life Insurance and Optional Group Life Insurance which the team member elects to continue.

At the end of the above applicable period, except as otherwise provided in this Article, or at any time the team member fails to make the required contributions during such period, the team member's insurance is cancelled and the team member is entitled to the conversion privilege as described in Article IV, Section 6(a).

- (d) **Team Member Placed on Layoff From Disability Leave of Absence.** For a team member who, upon reporting for work from an approved disability leave of absence, is immediately placed on layoff, the day the team member reports for work shall be deemed to be the last day worked prior to layoff and the insurance to be continued during such layoff will be that for which the team member was insured on the actual day the team member last worked, but only for purposes of this Section 2.

### **Section 3. DISABLED TEAM MEMBERS**

- (a) For any period during which a team member:
- (1) shall be entitled to receive Sickness and Accident Benefits, or
  - (2) is totally and continuously disabled while insured for Sickness and Accident Benefits and remains on an approved disability leave of absence but not to exceed the period equal to the team member's Years of Participation as of the first day of disability, all the team member's insurance under Article II shall remain in force, except that if a team member's disability leave is cancelled because the period of such leave equaled the length of seniority all the team member's insurance under Article II shall continue to remain in force in any month in which the team member continues to receive Extended Disability Benefits subsequent to such cancellation.

The Company shall pay the full monthly premium charge for such insurance (other than Dependent Group Life Insurance and Optional Group Life Insurance) continued. If enrolled, the team member shall contribute the full cost of any Dependent Group Life Insurance and Optional Group Life Insurance which the team member elects to continue.

- (b) If, on the next regularly scheduled work day after a team member's disability leave of absence is cancelled by the plant because the team member's disability has ceased, the team member is again disabled so as to satisfy the disability requirements for Sickness and Accident Benefits and is thereby unable to return to work, all the team member's insurance under Article II shall remain in force while the team member is so disabled, on the same basis as if the team member had become disabled while Sickness and Accident Benefit coverage was in force, but in no case will the duration of Sickness and Accident Benefits exceed the maximum period for which benefits would have been payable at the onset of the initial disability as set forth in Article II, Section 6 (b)(1).

The Company shall pay the full monthly premium charge for such insurance (other than Dependent Group Life Insurance and Optional Group Life Insurance) continued. If enrolled, the team member shall contribute the full cost of any Dependent Group Life Insurance and Optional Group Life Insurance which the team member elects to continue.

- (c) If at the expiration of the periods specified in subsections (a) or (b) herein, a team member is receiving payments because of employment with the Company under any Workplace Safety and Insurance Board Law or Act or any Occupational Disease Law or Act, only Group Life, Extra Accident, Survivor Income Benefit, Dependent Group Life and Optional Group Life Insurance shall be continued for the period the team member continues to receive such payments.

The Company shall continue to pay the full monthly premium charge for such insurance (other than Dependent Group Life Insurance and Optional Group Life Insurance) continued. If enrolled, the team member

shall contribute the full cost of any Dependent Group Life Insurance and Optional Group Life Insurance which the team member elects to continue.

- (d) A team member who is placed on an approved disability leave of absence from layoff and while not insured for Sickness and Accident Benefits may continue Group Life, Extra Accident, Survivor Income Benefit, Dependent Group Life and Optional Group Life Insurance in any month in which the team member is totally and continuously disabled while remaining on such leave on the same basis as if the team member became disabled while Sickness and Accident Benefit coverage was in force.

The Company shall pay the full monthly premium charge for Group Life, Extra Accident and Survivor Income Benefit Insurance (other than Dependent Group Life and Optional Group Life Insurance) continued. If enrolled, the team member shall contribute the full cost of any Dependent Group Life and Optional Group Life Insurance which the team member elects to continue.

- (e) If the team member shall continue to be disabled after the expiration of such periods specified in subsections (a), (b), (c), or (d) herein, the following provisions apply:

- (1) **Team Members With Less Than Ten Years of Participation.** A team member may continue during a period of continuing total disability only Group Life, Extra Accident, Survivor Income Benefit, Dependent Group Life and Optional Group Life Insurance which was in force on the last day of the month in which disability commenced for a minimum period of one year from the date of disability, or, if longer, for a period not to exceed the team member's Years of Participation as of the first day of disability, but not after age 65. Contributions for insurance so continued shall be at the rate of \$0.50 per month per \$1000 of Group Life Insurance for such insurance (other than Dependent Group Life Insurance and Optional Group Life Insurance) continued. If enrolled, the team member shall contribute the full cost of any Dependent Group Life Insurance

and Optional Group Life Insurance which the team member elects to continue.

- (2) **Team Members With Ten or More Years of Participation.** A team member may continue during a period of continuing total disability up to age 65 only the Group Life, Extra Accident, Survivor Income Benefit, Dependent Group Life and Optional Group Life Insurance which was in force on the last day of the month in which disability commenced. Contributions for insurance so continued shall be at the rate of \$0.50 per month per \$1000 of Group Life Insurance, for such insurance (other than Dependent Group Life Insurance and Optional Group Life Insurance) continued, except that while the team member is adjudged totally and permanently disabled no further contributions for such Insurance (other than Dependent Group Life Insurance and Optional Group Life Insurance) will be required. If enrolled, the team member shall contribute the full cost of any Dependent Group Life Insurance and Optional Group Life Insurance which the team member elects to continue.

Group Life Insurance on and after age 65 shall be determined as set forth in Article II, Section 2(b). Sickness and Accident Benefit coverage will be cancelled upon retirement or upon termination of an approved disability leave of absence, if earlier. Years of Participation in such cases include the period of total and permanent disability during which contributions were not required. On and after age 65 Dependent Group Life Insurance and Optional Group Life Insurance shall be continued as set forth in Article II, Sections 9 and 10 respectively.

**Section 4. SPECIAL CONTINUATION OF INSURANCE**

**(a) Within Five Years of Normal Retirement Date.** An insured team member:

- (1)** who ceases active work after age 60 and was insured from age 60 to the date the team member ceases active work; or
- (2)** who has ceased active work prior to age 60 but is insured on the date the team member reaches age 60; and who in either case has five or more Years of Participation at the end of the month in which the team member reaches 60 years of age may continue only Group Life, Extra Accident, Survivor Income Benefit, Dependent Group Life and Optional Group Life Insurance to the normal retirement date by making the required contributions at the rate of \$0.50 per month per \$1000 of Group Life Insurance, (other than Dependent Group Life Insurance and Optional Group Life Insurance) except that such contributions shall not be required of any such retired team member who has ten (10) or more Years of Participation at the date of the team member's retirement or who retires pursuant to Section 6.06 (Disability Retirement) of the CAMI Assembly Plant Defined Benefit Pension Plan for Production and Maintenance Workers.

If enrolled, the team member shall contribute the full cost of any Dependent Group Life Insurance and Optional Group Life Insurance which the team member elects to continue.

**(b) Prior to Age 60.** An insured team member who retires or is retired prior to age 60 and who:

- (1)** has attained age 55 and whose combined years of age and Years of Participation (to the nearest 1/12 in each case) total 85 or more; or
- (2)** has 30 or more years of credited service; and who was insured to the date the team member retires or was retired shall have only Group Life and Extra Accident

Insurance continued to age 65 without any premium contribution. If enrolled, the team member shall contribute the full cost of any Dependent Group Life Insurance and Optional Group Life Insurance which the team member elects to continue.

- (c) **Uninsured Team Member Retiring With Benefits.** An uninsured team member retiring with benefits under any Company pension plan or retirement program without returning to work from a layoff or leave of absence who thereby is unable to continue Group Life and Extra Accident Insurance in accordance with subsections (a) or (b) herein, shall become insured, if the team member is then under age 65, on the first day of the month following the month in which seniority is cancelled because of such retirement for the same amount the team member could have continued at the time of retirement, subject to reduction in accordance with Article II, Section 2(b). Contributions (other than for Dependent Group Life Insurance and Optional Group Life Insurance) shall not be required of any such retired team member. If enrolled, the team member shall contribute the full cost of any Dependent Group Life Insurance and Optional Group Life Insurance which the team member elects to continue. This paragraph (c) shall not apply to a team member who, as of the date of retirement:

- (1) has less than ten Years of Participation; or
- (2) has less than 30 Years of Participation; and is less than 60 years of age; and whose combined years of age and Years of Participation (to the nearest 1/12 in each case) total less than 85.

- (d) **Conversion Privilege and Coverage After Age 65**

- (1) If the team member does not continue Group Life Insurance in the manner set forth in (a), (b),<sub>1</sub> or (c) herein, the team member may exercise the conversion privilege described in Article IV, Section 6(a). At attainment of age 65, a team member who has continued Group Life and Extra Accident Insurance to that date, as set forth herein, shall have Group Life Insurance reduced as provided in Article II, Section 2(b) and Extra Accident Insurance shall be discontinued.



- (2) A team member separated within the ten years prior to normal retirement date who is not eligible to continue Group Life and Extra Accident Insurance under the provisions of subsections (a), (b) and (c) herein shall have all insurance discontinued and the team member shall be entitled to the conversion privilege as described in Article IV, Section 6(a); except that if such separation is due to total disability the team member may continue insurance as described in Section 3 of this Article.

**Section 5. COVERAGE DURING  
UNION LEAVE OF ABSENCE**

- (a) A team member who is on leave of absence requested by the Local Union to permit the team member to work for the Local Union may continue, until the date such leave or any extension thereof ceases to be operative, all Group Insurance provided in Article II of the Program. For such insurance continued under Article II, a team member shall pay \$0.60 per month per \$1,000 of Group Life Insurance for Group Life, Extra Accident and Survivor Income Benefit Insurance, \$5.00 per month for Sickness and Accident and Extended Disability Benefit coverage, and the full cost of Optional and Dependent Group Life Insurance.
- (b) A team member who is on leave of absence for Union activities granted under Paragraph 39 of the Labour Agreement may continue, until the date such leave or any extension thereof ceases to be operative, Group Life, Extra Accident, Survivor Income Benefit, Optional and Dependent Group Life Insurance. The team member shall contribute \$0.60 per month per \$1,000 of Group Life Insurance for Group Life, Extra Accident and Survivor Income Benefit Insurance, and the full cost of Optional and Dependent Group Life Insurance.
- (c) Furthermore, such leaves of absence existing on the applicable effective date of the amended Program for any such team members will not operate to defer the effective dates of any such coverage for such team members under the Program.

## **Section 6. COVERAGE FOLLOWING LOSS OF SENORITY**

The provisions of Section 7(a) of this Article to the contrary notwithstanding, if a team member loses seniority under the Labour Agreement pursuant to:

- (a) Paragraphs 11(c), 11(d), or 11(f), all insurance provided under Article II shall cease as of the last day of the month in which seniority is lost;
- (b) Paragraph 11(a) or 11(b), and if such team member is seeking to have seniority reinstated through the grievance procedure established in the Labour Agreement, all insurance provided under Article II shall cease as of the last day of the month in which seniority is lost;

If a team member loses seniority pursuant to Paragraphs 11(a), 11(b), 11(c), 11(d), or 11(f) of the Labour Agreement, and if such team member is seeking to have seniority reinstated through the grievance procedure established in the Labour Agreement, Group Life, Extra Accident, Survivor Income Benefit, Optional and Dependent Group Life Insurance provided in Article II of the Program, may be continued while the grievance is pending beyond the periods specified in (a) or (b) herein. The team member shall contribute \$0.50 per month per \$1,000 of Group Life Insurance for Group Life, Extra Accident, and Survivor Income Benefit Insurance, and the full cost of Optional and Dependent Group Life Insurance.

The provisions of Section 7(a) of this Article to the contrary notwithstanding, if a team member loses seniority under the Labour Agreement pursuant to Paragraphs 11(a), 11(b), 11(c), or 11(d), and if such team member has seniority reinstated through the grievance procedure established in the Labour Agreement, but is unable to return to work because of disability, and is placed on a Sick Leave of Absence, for purposes of insurance provided under Article II the team member will be deemed to have returned to active work on the last regularly scheduled work day prior to the day the team member would otherwise have returned to work except for such disability.

## **Section 7. CESSATION OF INSURANCE**

- (a) If a team member quits or is discharged, all insurance shall automatically cease as of the day the team member quits or is discharged or on the date seniority is broken, if later.
- (b) If the team member fails to make the required contributions for coverage under Article II, such coverage shall automatically cease on the date of the expiration of the last period for which such contribution was made by the team member or the Company.
- (c) All insurance shall automatically cease upon the discontinuance of the Plan, or, if the provisions thereunder for any one of the forms of coverage in Article II are discontinued, that form of coverage shall be discontinued.
- (d) If Sickness and Accident Benefit coverage does not cease in accordance with subsection (a) herein, such coverage shall automatically cease on the later of the date of:

  - (1) the expiration of the maximum number of weeks for which weekly benefits are payable under this coverage on account of the team member's disability, and
  - (2) the earlier of the expiration of the team member's approved disability leave of absence, or retirement.

Sickness and Accident Benefit coverage may be reinstated only if and when the team member returns to active work for the Company. However, in the event Sickness and Accident Benefits cease while a team member's personal physician continues to certify to total disability and the team member remains on approved disability leave of absence, Sickness and Accident Benefit coverage shall remain in force but in no case would the duration of benefits exceed the maximum period for which benefits

would have been payable at the onset of disability  
as set forth under Article II, Section 6(b)(1).

## ARTICLE IV

### GENERAL PROVISIONS

#### **Section 1. AMOUNT OF INSURANCE DEPENDS ON BASE HOURLY RATE**

- (a) Amounts of Group Life, Extra Accident, Sickness and Accident and Extended Disability Benefit Insurance and coverage are determined by the Base Hourly Rate on the date the team member becomes insured and covered under the Plan.
- (b) Base Hourly Rate, as used in this Article, shall not include overtime, continuous shift or night shift premiums or any Cost of Living Allowance.
- (c) A team member retired prior to January 1, 2018 under the CAMI Pension Plan for Production and Maintenance Workers, other than on disability retirement, prior to age 65 who returns to work prior to age 65 while still insured, shall have insurance determined on the team member's Base Hourly Rate on the date the team member returns to work, but in no event shall the amount of the team member's Group Life and Extra Accident Insurance be less than the team member had prior to retirement.
- (d) A team member who retires prior to January 1, 2018 and who is re-employed by the Company after age 65 shall have the same Group Life Insurance as if the team member had not returned to active service. In addition, Extra Accident and Sickness and Accident Benefit coverage shall be reinstated for this period of active service.
- (e) A team member retired on or after January 1, 2018, under the CAMI Pension Plan for Production and Maintenance Workers, who is reemployed by the Company shall have the same Life Insurance as if the employee had not returned to active service. In addition, Extra Accident and Sickness and Accident Insurance shall be reinstated for this period of active service.

**Section 2. AMOUNT OF INSURANCE  
SUBSEQUENT TO BECOMING INSURED  
UNDER THE PLAN**

- (a) Subsequent to the date a team member becomes insured under the Plan the amount of insurance for which the team member is insured shall be based on the team member's current Base Hourly Rate, except that if the team member is not actively at work on the date when the amount of insurance would change, the team member shall be insured for such changed amount upon return to work. No change in amount of Group Life Insurance because of changes in pay rate shall become effective after the team member attains age 65.
- (b) Changes in amount of insurance due to transfers from salaried to hourly payrolls shall become effective on the date of transfer, provided the team member is then actively at work. If the team member is not actively at work on such date, the change will be effective on the date of return to work.
- (c) Irrespective of the foregoing, in the event of death or total disability, if a team member's Base Hourly Rate on the January 1, April 1, July 1, or October 1 immediately preceding the team member's last day worked would entitle the team member to larger amounts of insurance than those which were in effect on the date of death or total disability, payment of benefits shall be on the basis of such larger amounts; provided, however, this subsection shall not apply to the Group Life and Extra Accident Insurance of a team member age 65 or over.
- (d) A team member who returns from an occupational disability absence and because of a continuing physical limitation connected with such occupational disability is placed on a job paying a lower Base Hourly Rate than the job the team member held immediately prior to disability absence, will have amounts of Group Life, Extra Accident, Sickness and Accident, and Extended Disability Benefit Insurance and coverage determined in accordance with the higher Base Hourly Rate of the team member's former job, as determined by the Schedules of Benefits in Article II, Sections 1 and 5, for as long as the team member receives payments under any applicable Workplace Safety and Insurance Board Law in

reimbursement for the loss in pay occasioned by such physical limitation.

**Section 3. BENEFITS FOR PART TIME TEAM MEMBERS**

For a part time team member the benefit amounts set forth in Article II, Sections 1, 5, and 8 shall be payable in the same percentage relationship as the established working hours for such team member's job is to 40 hours.

**Section 4. RECOVERY OF BENEFIT OVERPAYMENTS**

- (a) If it is determined that any benefit(s) paid to a team member under Article II should not have been paid or should have been paid in a lesser amount, such team member shall repay the amount of the overpayment to the insurance company upon written notice from the Company.
- (b) If the team member fails to repay such amount of overpayment promptly, the insurance company shall arrange to recover the amount of the overpayment by making an appropriate deduction or deductions from any future benefit payment or payments payable to the team member under Article II, or may request the Company to make appropriate deduction or deductions from future compensation payable by the Company to the team member.

**Section 5. RECOVERY OF DISABILITY BENEFIT ADVANCES**

If the Company makes advances to a team member on account of a claim for disability benefits under the Plan and subsequently it is determined that no such benefits are payable or a smaller amount is payable than was anticipated, the team member shall be obligated to repay in cash the amount of such advances or overpayment, as the case may be, upon notice of the amount to be repaid, and, if such repayment is not made within 60 days after request is made by the Company for repayment thereof, the amount may be deducted by the Company from any wages thereafter payable to the team member.

**Section 6.      CONVERSION PRIVILEGE**

(a) Upon written application made to the insurance company within 31 days after either:

(1) the date Group Life Insurance ceases in accordance with Article III, Section 7(a); or

(2) the date of the cessation of the payment of installments pursuant to Article II, Section 11(d); provided the team member does not return to active work and provided the team member's Group Life Insurance is not reinstated under Article II; the team member shall be entitled to receive from the insurance company, without evidence of insurability, an individual policy of Life Insurance only, without Disability or Extra Accident Insurance. Such individual policy shall be upon one of the forms then customarily issued by the insurance company, and will provide an individual policy of:

(i) term insurance for a period of one year; or

(ii) term insurance to age 65; or

(iii) life insurance under any regular plan then being issued by the insurance company, and the premium for such individual policy shall be the premium applicable to the class of risk to which the team member belongs and to the form and amount of the individual policy at the team member's attained age at the date of issue of such individual policy. The amount of such individual policy shall be equal to (or at the option of the team member less than) the amount of the team member's Group Life Insurance or death benefit under the Plan on whichever of the dates specified in items (1) and (2) herein is applicable.

For a team member who is insured for Survivor Income Benefit Insurance on the



date of cancellation of the team member's Group Life Insurance, the amount of such individual policy may at the option of the team member be increased by an amount not to exceed the total amount of monthly Survivor Income Benefit payments that would have been made if the team member had died on the date insurance ceased.

- (b) Any individual policy of Life Insurance so issued shall become effective at the end of the 31 day period during which application for such individual policy may be made. If, however, the team member dies during such 31 day period, the insurance company shall pay to the team member's beneficiary of record, whether or not the team member shall have made application for such individual policy, the maximum amount of Life Insurance for which an individual policy could have been issued.

#### **Section 7. SUBROGATION**

In the event of any payment to the team member under the Group Life Insurance and Disability Benefit Program for loss of income for which the team member may have a cause of action against a third party the Carrier will have their interest subrogated in this regard. This will entitle the Carrier to be reimbursed for any amount, that the team member recovers from loss of income from the Carrier which exceeds the team member's actual loss of income.

The team member will execute and deliver such instruments and papers as may be required and do whatever else is necessary to secure such rights. The team member may take no action which may prejudice the subrogation rights.

The subrogation rights referred to above do not apply to an individual plan purchased by the team member specifically for wage loss replacement.

## **ARTICLE V**

### **DEFINITIONS**

#### **Section 1. TEAM MEMBER**

- (a) Any person regularly employed by the Company in Canada on an hourly rate basis, including:
- (1) hourly rate persons employed on a fulltime basis;
  - (2) part time hourly rate team members who, on a regular and continuing basis, perform jobs having definitely established working hours, but the complete performance of which requires fewer hours of work than the regular work week, provided the services of such team members are normally available for at least half of the employing unit's regular work week.
- (b) The term "team member" shall not include team members represented by a labour organization which has not signed an agreement making the Program applicable to such team members.

#### **Section 2. YEARS OF PARTICIPATION**

Years of Participation shall mean the team member's credited service as defined in Exhibit C-2 of the CAMI Assembly Plant Defined Benefit Pension Plan for Production and Maintenance Workers.

#### **Section 3. COMPANY**

The term "Company" shall mean CAMI Assembly Plant

#### **Section 4. SENIORITY**

A team member's seniority as used in this Program is the same as the team member's seniority as defined in the Labour Agreement.

#### **Section 5. PLAN**

Plan means that portion of the Program referred to in Article II.

**Section 6. CARRIER**

Carrier as used in this Program means the entity by which coverage are underwritten or benefits are paid.

**Section 7. SURVIVING SPOUSE**

The term "Surviving Spouse" shall mean:

- (a) the person to whom the team member is legally married prior to the team member's death, if not living separate and apart, or
- (b) if there is no such surviving spouse, means a person who had been cohabiting and residing with the team member at the time of the team member's death, for an immediately preceding continuous period of at least one year, and who had been publicly represented by the team member as the team member's spouse and who had been so designated in writing on a form filed with the Company by the team member, or
- (c) the person in (a) above that is living separate and apart if there is no person eligible under (b) above.

**Section 8. BASE HOURLY-RATE**

Base Hourly-Rate as used in this Program shall mean the hourly dollar amounts, as set forth in Paragraph 25 of the Labour Agreement; plus, for team members whose normal job assignment entitles them to the Team Leader premium as set forth in Paragraph 27 of the Labour Agreement, such Team Leader premium.

## **DOCUMENT 1**

### **CAMI UNIFOR IMPARTIAL MEDICAL OPINION PROGRAM**

Pursuant to Section 5 of Exhibit B, Supplemental Agreement, Group Life Insurance and Disability Benefit Program, the parties have agreed that with respect to disputed sickness and accident insurance benefit claims, doctors to be selected from a list to be mutually established shall provide impartial medical examinations for hourly-rate team members represented by Unifor at CAMI Assembly Plant.

It shall be the responsibility of the Insurance Company to arrange for the referral of a team member to a listed doctor whenever the administrator determines that the total evidence with respect to a team member's disability does not support initial or continued payment of sickness and accident benefits.

Under such circumstances, the plant will (1) arrange an appointment date and time with a doctor selected from the attached list and so notify the team member; (2) provide such doctor with the team member's doctor's diagnosis, unless it cannot be obtained, and other pertinent medical evidence; and (3) provide the examining doctor with a description of the physical requirements of the team member's occupational duties. A copy of this job description will be made available to the Unifor Benefits Committeeperson.

If the examining doctor determines that the team member is totally disabled, sickness and accident insurance benefits will be paid during the period such disability continues so long as such benefits are otherwise payable. If the examining doctor determines that the team member is not totally disabled, sickness and accident insurance benefits will not be paid for the period subsequent to the date of the examination. A summary of the doctor's I.M.O. decision will be made available to the Unifor Benefits Committeeperson. The examining doctor's determination will be final and binding on the team member, CAMI, Unifor, and the Insurance Company.

It is understood that the determination of the examining doctor will promptly be made available to the team member. It is further proposed that as the arrangement described herein will also be applied, whenever possible, to disputed claims for Extended Disability and Total and Permanent Disability Insurance

benefits. Such application of this agreement will be altered to the extent that the Insurance Company determines who will be scheduled for an examination and to the extent that there are variances in the definition of the term "disability" among the insurance coverage affected by this agreement.

It is understood that either party has the right to terminate such arrangement (or the utilization of the services of any physician on the attached list) effective 90 days after giving written notice of such decision to the other party. In the event the entire arrangement is terminated, the parties will meet promptly to determine the administrative practices and procedures to be used in reviewing disputed claims.

## DOCUMENT 2

### PROCEDURE FOR REVIEW OF DENIED CLAIMS

To afford team members a means by which they can seek review and possible reconsideration of a denied claim, CAMI will provide a review and appeal procedure in accordance with the guidelines outlined below. In the event a team member initiates any type of appeal through an external process against CAMI, the Union or the insurance company with respect to a denied claim, the team member will be prohibited from initiation of or further participation in the CAMI appeal procedure with respect to such claim. However, if the team member withdraws from such external appeal process prior to its conclusion, the team member will not be prohibited from participating in the CAMI appeal procedure, unless the external appeal procedure exceeds one (1) year from the first date of the team member's claim related absence.

#### **Group Life and Disability Claims denied by the Insurance Company**

**Step 1.** Following receipt of the formal notification letter from the insurance company by which the team member (or beneficiary, following the death of the team member) is advised of the reasons for the denial of claim for benefits, the team member (or beneficiary) may request the local union benefits representative to initiate a review by submitting a completed Request for Review Form to the local management benefits representative within fifteen (15) working days of receiving written notification of denial, but in no event greater than thirty (30) working days from the date of issuance of the notification of denial by the Insurance Company. All Request for Review Forms must be accompanied by a Voluntary Authorization for Release of Disability File, completed and signed by the team member or their beneficiary, in the event of death.

**Step 2.** Within five (5) working days of the receipt of the Request for Review and the Voluntary Authorization for Release, the local management benefits representative will arrange a meeting with the local union benefits representative to discuss the reasons for denial. The local management benefits representative will provide copies of all of the material pertinent to the claim which the insurance company has made available for examination. If it is decided that further information is required from any party, no further action will be taken until

such information is received. If no further information is required, the decision of the local management benefits representative will be documented on the Request for Review Form and provided to the local union benefits representative within five (5) working days.

**Step 3.** If, after receiving the Step 2 response, the local benefits representative wishes to continue the appeal, they must submit the Request for Review Form to the management benefits representative within five (5) working days. The management benefits representative will arrange a meeting with the Personnel Manager and the Plant Chairperson within five (5) working days of receiving the Request for Review.

**Step 4.** If no resolution is reached at the Step 3 meeting the local union benefits representative may refer the claim to the National Union Unifor using the Request for Review Form. A copy of such form shall be presented to the local management representative within ten (10) working days following the Step 3 meeting. In this event, the Company will respond to the National Union Unifor in writing within ten (10) working days of receipt of the Request for Review at Step 4.

**Step 5.** If the Company's written Step 4 response does not resolve the dispute, the National Union Unifor may request a review by an independent third party. Such request must be presented in writing to the local management benefits representative within ten (10) days of receipt of the Company's Step 4 response. If there is no agreement between the Company and the National Union Unifor as to the independent third party within ten (10) days the Union may refer the matter to the Ministry of Labour for the appointment of an independent third party to hear the review. The results of this review shall be final and binding on the Company, the Union, the Team Member, and the Insurance Carrier.

The local union and local management shall each be responsible for one-half of the expenses of and the fee payable to the independent third party.

If, at any stage during the Procedure for Review of Denied Claims, new claim-specific medical information is made available by the claimant, the Company and the Union agree that the process will be held in abeyance until such new medical information is reviewed by the Insurance Carrier.

Both the company and the Union understand and accept that this timeline may require extension in the event that information is pending.



### **DOCUMENT 3**

#### **INTERPRETATION OF CONFINEMENT AS A REGISTERED BED PATIENT**

##### **ARTICLE II, SECTION 6(b)(2)**

The Company will advise the Insurance Company that a team member, who is confined in a legally constituted hospital for a period of at least eighteen hours but not as a registered bed patient, or who is confined in a residential substance abuse treatment facility approved by the Company, will be deemed a registered bed patient in such hospital for purposes of Article II Section 6(b)(2) of Exhibit B-1 to the Supplemental Agreement (CAMI Group Life Insurance and Disability Benefit Program) between the Parties dated October 13, 2017.

## **DOCUMENT 4**

### **PAYMENT OF SICKNESS AND ACCIDENT BENEFITS PENDING WSIB DETERMINATION OF ELIGIBILITY**

Subject to the completion of a Reimbursement Agreement form provided by the Company, CAMI Disability Advances shall be paid with respect to all claims for Sickness and Accident Benefits involving an alleged work-related injury if medical evidence of total and continuous disability, satisfactory to the Insurance Company, is submitted. Such payments shall cease if the Insurance Company subsequently finds that the claimant is not eligible for Sickness and Accident benefits.

## **DOCUMENT 5**

### **APPROVAL FOR T & PD RETIREMENT AS A CONDITION OF ELIGIBILITY FOR T & PD BENEFITS**

This will confirm the administrative procedure of the Company with respect to the interpretation and administration of total and permanent disability benefits under the Plan.

That notwithstanding the provisions of Article II, Section 7, and Article II, Section 11 of the Plan, to be eligible for total and permanent disability benefits as described under the Plan, a team member must have been approved for a Total and Permanent Disability Retirement under the provisions of the CAMI Assembly Plant Defined Benefit Pension Plan for Production and Maintenance Workers.

**DOCUMENT 6**

**IMPARTIAL MEDICAL OPINION PROGRAM**

October 13, 2017

Mr. Mike Van Boekel  
Plant Chairperson  
Local 88 Unifor

Dear Mr. Van Boekel:

During the current negotiations, CAMI and the Union discussed the administration of Sickness and Accident Benefits under Section 6 of Exhibit B-1 – CAMI Group Life Insurance and Disability Benefit Program.

It was agreed that a team member shall receive Sickness and Accident benefits provided that the team member's doctor has certified that the team member meets all of the criteria clearly outlined under Section 6(a)(1) "Eligibility of Benefits".

In the event the insurance company disputes the medical information provided by the team member's doctor, the Impartial Medical Opinion Program as outlined in Document 1 will be invoked.

Yours truly,

Martha Di Carlantonio  
Personnel Director

**DOCUMENT 7**

**JOINT STUDY RE: VOCATIONAL REHABILITATION  
COMMITTEE**

October 13, 2017

Mr. Mike Van Boekel  
Plant Chairperson  
Local 88 Unifor

Dear Mr. Van Boekel:

During the current Negotiations, the Company expressed concern with respect to potential future liabilities under the Extended Disability Benefit Insurance defined under Exhibit B, Section 7 of the Group Life Insurance and Disability Benefit Program. In particular, the Company believes that team members who are wholly and continuously disabled and are prevented from engaging in regular employment within the bargaining unit but who are reasonably suited by education, training and experience for employment outside of the Company, should be assessed, by a Company-Union Committee established for such purpose, for voluntary participation in training programs for suitable alternate occupations which can accommodate their disability

Therefore, the parties have agreed to study the issue, and if, we mutually agree it's desirable, to work out jointly the provisions necessary to establish a joint CAMI-Unifor Vocational Rehabilitation Committee.

Yours truly,

Martha Di Carlantonio  
Personnel Director

**DOCUMENT 8**  
**JOB DESCRIPTIONS**

October 13, 2017

Mr. Mike Van Boekel  
Plant Chairperson  
Local 88 Unifor

Dear Mr. Van Boekel:

During the current negotiations CAMI and the Union discussed developing a procedure for job descriptions as required for occupational and non-occupational disability claim processing. While recognizing it is the responsibility of CAMI Management to complete and forward job descriptions as requested by Insurance Carriers and Workplace Safety and Insurance Board, the parties agree to undertake certain joint activities related to the job descriptions.

Company Claims Representatives, Company and Union Placement Coordinators, and Benefits Committeepersons will participate in a recognized, job description analysis training program including theory and practical hands-on assignments. The on-site training program will be scheduled no later than December 31, 1995.

It was agreed that upon completion of the Training Program, the trained participants will develop a mutually agreed, standardized, job description format which meets the required needs of the Insurance Carriers and Workplace Safety and Insurance Board.

In the event a job description is required, the Company Representative retains responsibility for ensuring the job description is completed and forwarded to the requester in a timely manner. A copy of the job description will be forwarded to the Benefits Committeepersons for their information.

CAMI and the Union are committed to the concept that it is essential to provide accurate job descriptions to the Insurance Carriers and Workplace Safety and Insurance Board.

Yours truly,

Martha Di Carlantonio  
Personnel Director

**DOCUMENT 9**

**MEDICAL WAIVER FORM**

October 13, 2017

Mr. Mike Van Boekel  
Plant Chairperson  
Local 88 Unifor

Dear Mr. Van Boekel:

During the current negotiations, CAMI agreed to provide a team member or the Benefits Committeeperson (on behalf of the team member), with a copy of any written correspondence addressed to the team member from the insurance carrier with respect to the team member's disability benefit claim, upon completion of a Medical Waiver Form.

Yours truly,

Martha Di Carlantonio  
Personnel Director



## **DOCUMENT 10**

### **MISCELLANEOUS AGREEMENT CONCERNING PREGNANCY, PARENTAL AND ADOPTION LEAVES**

Effective September 21, 1998 the Company will pay pregnancy, parental and adoption leaves from a Supplemental Unemployment Benefit (SUB) Fund as a top-up to Employment Insurance Benefits.

Effective September 21, 1998, the pregnancy leave allowance provides team members with seniority up to 16 weeks of benefits at 75% of Weekly Straight-Time Pay, less Employment Insurance Benefits, provided the team member has been in active service in the Bargaining unit within one year of commencement of their pregnancy leave. In addition, parental and adoption leave allowances provide team members with - seniority, up to 10 weeks of benefits at 65% of Weekly Straight-Time Pay less Employment Insurance Benefits, provided the team member has been in active service in the Bargaining unit within one year of commencement of their parental and adoption leave. For all Pregnancy, Parental and Adoption leaves of absence, top up will be paid in full for the second waiting week, and then on EI earnings for up to the maximum eligible top-up weeks. The adoption leave allowance is 75% of Weekly Straight-Time Pay less Employment Insurance Benefits for up to 16 weeks if Employment Insurance adoption leave benefits are modified to equate with pregnancy leave benefits.

Effective January 1, 2004 parental and adoption leave benefits, for team members with seniority, will increase to 65% of Weekly Straight-Time Pay, less Employment Insurance Benefits, for the duration of the leave, up to a maximum of 35 weeks of benefits.

Qualifiers for pregnancy, parental and adoption benefits will be based on the same qualification criteria that Human Resources and Skills Development Canada uses to determine pregnancy, parental and adoption benefit eligibility. A team member who is on pregnancy leave of absence and is not in receipt of Employment Insurance Pregnancy benefits for all or a portion of the pregnancy leave of absence due in total or in part to having either been previously laid off by the company or on an approved pregnancy leave of absence shall not be disadvantaged, provided

the team member has been in active service in the Bargaining unit within one year of commencement of their pregnancy leave.

All benefits provided under the terms of this agreement shall have no application against, or limitation by, the Total Income Security Fund Maximum Liability.

## **DOCUMENT 11**

### **SICKNESS AND ACCIDENT BENEFIT REINSTATEMENT**

#### **Temporary Layoff**

During the period of temporary layoff, if a team member becomes sick or disabled according to the eligible criteria, CAMI will top up, according to existing SUB eligibility rules, EI medical disability benefits for a period not longer than the date of recall.

The team member must make application for Sickness and Accident (S&A) benefits according to the conditions set out in Article II of this Agreement in order to establish a claim. This claim will be monitored as normal but without benefit payment.

Upon recall, individuals still eligible for disability benefits but unable to return to work due to the disability, will receive S&A benefits for the remaining eligibility period.

#### **Indefinite Layoff**

During the period of SUB eligibility, if the team member becomes sick or disabled according to the eligible criteria, CAMI will top up, according to existing SUB eligibility rules, EI medical disability benefits until the end of the SUB eligibility period.

Under both circumstances above, should the medical disability end such that EI discontinues medical EI eligibility, the SUB top up would continue, under normal SUB rules, until the earliest of either date of recall or the end of SUB eligibility.

**DOCUMENT 12**

**GROUP LIFE INSURANCE & DISABILITY BENEFIT  
PROGRAM & HEALTH CARE INSURANCE  
PROGRAM – DOCUMENT #2.**

October 13, 2017

Mr. Mike Van Boekel  
Plant Chairperson  
Local 88 Unifor

Dear Mr. Van Boekel:

During the current negotiations, the parties discussed the Procedure for the Review of Denied Claims in the CAMI/Unifor Supplemental Agreement dated September 20, 2004 for Group Life Insurance and Disability Benefit & Health Care Insurance Claims.

It was agreed that requests for the review of denied claims should be submitted on the appropriate REQUEST FOR THE REVIEW OF DENIED CLAIMS form.

Any amendments to this form will be developed and agreed upon by both parties.

Yours truly,

Martha Di Carlantonio  
Personnel Director

**DOCUMENT 13**

**EXTENDED DISABILITY BENEFIT PLAN LETTER**

October 13, 2017

Mr. Mike Van Boekel  
Plant Chairperson  
Local 88 Unifor

Dear Mr. Van Boekel

The Union and the Company recognize that the Company-paid Extended Disability Benefit Plan (EDB) is a benefit for employees. During the current negotiations, the parties recognized that changes may be required to the EDB plan as a result of the recent amendments to the Insurance Act, that stipulate long term disability benefits, as defined in the Act, must be payable under an insurance contract undertaken by a licensed insurer.

Should the regulations under the Insurance Act come in to force requiring that the EDB plan must be payable under an insurance contract by a licensed insurer, the Union acknowledges that changes may be required in order to comply with the Act. The Company will work with the insurer to understand the changes required within the EDB plan for it to become fully insured. The Company and the Union must mutually agree, except where the changes are compulsory due to the legislation, what changes will be implemented to ensure the entire EDB plan becomes fully insured while maintaining the Plan as close to what is currently negotiated.

Yours truly,

Martha Di Carlantonio  
Personnel Director

# **Supplemental Agreement**

Covering

**PENSION PLAN**

**Exhibit C**

To

LABOUR AGREEMENT

Between

GENERAL MOTORS OF CANADA COMPANY

CAMI ASSEMBLY

AND

UNIFOR LOCAL No. 88

Dated

October 13, 2017

(Effective October 17, 2017)

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**Exhibit C**

**PENSION AGREEMENT**

This Pension Agreement is made and entered into this  
October 13, 2017.

BETWEEN

General Motors of Canada Company  
(hereinafter called the "Company")

and

Unifor Local 88

WHEREAS, effective January 1, 1988, the CAMI Automotive Inc. Pension Plan for Production and Maintenance Workers (hereinafter called the "Prior Plan") was established as the first pension plan for Employees of the Company who are represented by the Union, which provided pension benefits to such Employees on a defined contribution basis; and

WHEREAS, through a Pension Plan Agreement in Principle dated October 17, 1992 the Company and the Union mutually agreed to amend the Prior Plan effective January 1, 1993 to become and to be continued as a pension plan which provides pension benefits on a defined benefit basis for Employees of the Company who are represented by the Union; and

WHEREAS, the Company and the Union entered into a Pension Agreement on November 24, 1993 to give effect to the provisions of the Pension Plan Agreement in Principle dated October 17, 1992; and

WHEREAS, the Pension Agreement entered into on November 24, 1993 between the Company and the Union expired on September 17, 1995; and

WHEREAS, the Company and the Union entered into a second Pension Agreement effective on September 18, 1995 to extend the term of the Pension Agreement and to make certain changes to the Plan as mutually agreed by the Company and the Union in their round of collective bargaining that took place during 1995. This second Pension Agreement expired on September 16, 2001; and



WHEREAS, Revenue Canada identified certain provisions of both:

- (1) the text of the Plan certified on January 14, 1994 and attached as Exhibit B to the Pension Agreement made on November 24, 1993; and
- (2) the text of the Plan dated September 18, 1995 and attached as Exhibit C-2 to the Pension Agreement made on September 18, 1995,

that required amendment for compliance with the Income Tax Act in order for the Plan to maintain its registration thereunder; and

WHEREAS, the Company and the Union entered into an Amending Agreement effective on April 1, 2000, to make changes to the Plan for compliance with the Income Tax Act. In particular, effective January 1, 1992, both the Plan text dated January 14, 1994 attached as Exhibit B to the Pension Agreement made on November 24, 1993 between the Company and the Union, as well as the Plan text dated September 18, 1995 attached as Exhibit C-2 to the Pension Agreement made on September 18, 1995 between the Company and the Union was amended in respect of Section 1.04(2), Section 2.10, Section 4.01(5), Section 6.02(1)(c), Section 6.03 (1)(c), Section 6.04(1)(c), Section 6.05(1)(c), Section 6.06, Section 6.10, Section 6.11, Section 8.02, Section 8.03(3), Section 8.05, Section 9.01, Section 9.04 and Section 16.06 and that effective January 1, 1997 the Plan was further amended in respect of Section 9.02(2)(iii).

WHEREAS, the Company and the Union entered into a third Pension Agreement effective on September 17, 2001 to extend the term of the Pension Agreement and to make certain changes to the Plan as mutually agreed by the Company and the Union in their round of collective bargaining that took place during 2001. This third Pension Agreement expired on September 19, 2004.

WHEREAS, the Company and the Union entered into a special Amending Agreement effective on January 1, 2004 to make changes to the Plan for compliance with the Income Tax Act and to provide options to a former Spouse Beneficiary upon the death of a Member before retirement; and

WHEREAS, the Company and the Union entered into a fourth Pension Agreement effective on September 20, 2004 to extend the term of the Pension Agreement and to make certain changes to the Plan as mutually agreed by the Company and the Union in their round of collective bargaining that took place during 2004. This fourth Pension Agreement expired on September 16, 2007.

WHEREAS, the Company and the Union entered into a sixth Pension Agreement effective on September 20, 2010 to extend the term of the Pension Agreement and to make certain changes to the Plan as mutually agreed by the Company and the Union in their round of collective bargaining that took place during 2009.

WHEREAS, the Company and the Union entered into a seventh Pension Agreement effective on September 17, 2013 to extend the term of the Pension Agreement and to make certain changes to the Plan as mutually agreed by the Company and the Union in their round of collective bargaining that took place during 2013.

WHEREAS, the Company and the Union entered into an eighth Pension Agreement effective on October 13, 2017 to extend the term of the Pension Agreement and to make certain changes to the Plan as mutually agreed by the Company and the Union in their round of collective bargaining that took place during 2017.

IT IS HEREBY MUTUALLY AGREED AS FOLLOWS:

1. that, effective January 1, 1993, the Prior Plan is amended to become the CAMI Automotive Inc. Defined Benefit Pension Plan for Production and Maintenance Workers (hereinafter called the "Plan") to provide pension benefits on a defined benefit basis to Employees of the Company who are represented by the Union;
2. that, the Plan be adopted and maintained in accordance with the text thereof, attached as Exhibit "C-2" to this Pension Agreement and which such text forms an integral part of this Pension Agreement;
3. that, subject to the approval of the Board of Directors of the Company, the Company shall maintain the Plan for

the duration of this Pension Agreement or such longer periods as may be mutually agreed upon by the Company and the Union;

4. that, the establishment and continuation of the Plan is contingent upon the receipt of the written acceptance of the Plan by the Superintendent of Financial Services for Ontario for registration under the Pension Benefits Act, R.S.O. 1990, c.P.8 (hereinafter called the "Pension Benefits Act") and that such registration is maintained continuously hereafter;
5. that, the establishment and continuation of the Plan is contingent upon the receipt of the written acceptance of the Plan by the Minister of National Revenue for registration under the Income Tax Act, Statutes of Canada and the Regulations thereunder (hereinafter called the "Income Tax Act") and that such registration is maintained continuously hereafter;
6. that, upon execution of this Pension Agreement, the Company shall submit the Plan and other relevant documentation to the Financial Services Commission of Ontario and to Canada Revenue Agency, Taxation for the purpose of obtaining such written acceptance for or continuance of registration referred to in paragraphs 4. and 5. above, as applicable;
7. that, in the event that any revision to this Pension Agreement, or the Plan is necessary to obtain and maintain any such acceptance for registration referred to in paragraphs 4. and 5. above, such revision shall be a matter for further negotiation between the Company and the Union. In the negotiation of any such revision, due consideration shall be given to the issues raised in the negotiation of the Plan, the positions expressed by the Company and the Union with respect to those issues and the disposition of those issues as reflected in this Pension Agreement and the Plan;
8. that, the Company shall not be required to make any payment of contributions to the Plan unless those contributions are eligible contributions as defined by the Income Tax Act and are permitted by the Income Tax Act;

9. that, the assets of the pension fund of the Prior Plan as of January 1, 1993 will be continued as and become the assets of the pension fund of the Plan;
10. that, the excess of the value of the assets of the pension fund of the Plan over the Plan's going concern actuarial liabilities on January 1, 1993 or on any subsequent date, may be used by the Company to satisfy the Company's obligations to contribute to the Plan in accordance with the provisions of the Plan and the requirements of the Pension Benefits Act;
11. that, the schedule of Basic Benefit Rates included in Section 2.03 of the Plan is subject to the written confirmation by the Minister of National Revenue that past service pension adjustments (as defined in the Income Tax Act) would not be required when a Member moves from one job classification to another, pursuant to subsection 8303(5)(i) of the Income Tax Act.
12. that, unless required by Federal or Provincial legislation, neither the Company nor the Union, during the term of this Pension Agreement, shall request any change in this Pension Agreement or in the Plan except as otherwise provided in paragraph 7 above;
13. that, neither the Company nor the Union shall be required to bargain with respect to this Pension Agreement or the Plan, nor shall this Pension Agreement or the Plan be an object of or be stated as a reason for any strike or lockout or other exercise of economic force or threat thereof by the Company or the Union during the term of this Pension Agreement;
14. that, this Pension Agreement shall remain in force and in effect without change, except as otherwise provided in the Plan and in paragraph 7 above, until the end date of the 2017 Labour Agreement, such end date to occur in the Year 2021;
15. that, this Pension Agreement shall be construed in accordance with the laws of the Province of Ontario.

IN WITNESS WHEREOF, the Company and Union have caused this Pension Agreement to be executed on the date first written above.

General Motors of  
Canada Company

FOR  
GENERAL MOTORS  
OF CANADA Company

M. Di Carantonio  
K. Sandham  
M. Armitage  
C. Radtke

Unifor Local 88

FOR  
Unifor Local 88

M. Van Boekel  
W. MacDonald  
D. Borthwick  
J. Graves  
J. Bankes

**Exhibit C-1**

**October 17, 1992 - 11:00 a.m.**

**PENSION PLAN**

**AGREEMENT IN PRINCIPLE**

**Deleted 2017 Negotiations**

## Exhibit C-2

### Section 1. Introduction

- 1.01** CAMI Automotive Inc. (the "Company") was a company established as a joint venture between Suzuki Motor Corporation and General Motors of Canada Limited.
- 1.02** Effective January 1, 1988 the Company established a defined contribution pension plan for production and maintenance workers, called the CAMI Automotive Inc. Pension Plan for Production and Maintenance Workers (the "Prior Plan").
- 1.03** As a result of collective bargaining between the Company and the Union representing the production and maintenance workers of the Company, it was jointly agreed, through a Pension Plan Agreement In Principle dated October 17, 1992 that effective January 1, 1993, a defined benefit pension plan would be established as a successor to the Prior Plan.
- 1.04** The CAMI Automotive Inc. Defined Benefit Pension Plan for Production and Maintenance Workers (the "Plan") was established effective January 1, 1993 subject to the Company submitting the Plan for registration and obtaining confirmation of its acceptance for registration by:
- (1) the Financial Services Commission of Ontario under the Pension Benefits Act, 1990 of Ontario; and
  - (2) the Canada Customs and Revenue Agency under the Income Tax Act. All modifications to the provisions of the Plan for compliance with the Income Tax Act and Regulations are effective from January 1, 1992, unless specifically mentioned otherwise in the Plan.
- 1.05** As a result of 2001 collective bargaining between the Company and the Union representing the production and maintenance workers of the Company, it was jointly agreed that the Plan would be amended and restated effective September 17, 2001 to make certain

changes to the Plan to reflect the outcome of that collective bargaining, subject to the Company submitting the amended and restated Plan document for registration and obtaining confirmation of its acceptance for registration by the Financial Services Commission of Ontario under the Pension Benefits Act, 1990 of Ontario and by the Canada Customs and Revenue Agency under the Income Tax Act.

**1.06** As a result of 2004 collective bargaining between the Company and the Union representing the production and maintenance workers of the Company, it was jointly agreed that the Plan would be amended and restated effective September 20, 2004 to make certain changes to the Plan to reflect the outcome of that collective bargaining, subject to the Company submitting the amended and restated Plan document for registration and obtaining confirmation of its acceptance for registration by the Financial Services Commission of Ontario under the Pension Benefits Act, 1990 of Ontario and by the Canada Customs and Revenue Agency under the Income Tax Act.

**1.07** As a result of 2007 collective bargaining between the Company and the Union representing the production and maintenance workers of the Company, it was jointly agreed that the Plan would be amended and restated effective September 17, 2007 to make certain changes to the Plan to reflect the outcome of that collective bargaining, subject to the Company submitting the amended and restated Plan document for registration and obtaining confirmation of its acceptance for registration by the Financial Services Commission of Ontario under the Pension Benefits Act, 1990 of Ontario and by the Canada Revenue Agency under the Income Tax Act.

**1.08** As a result of 2009 collective bargaining between the Company and the Union representing the production and maintenance workers of the Company, it was jointly agreed that the Plan would be amended and restated effective September 20, 2010 to make certain changes to the Plan to reflect the outcome of that collective bargaining, subject to the Company submitting the amended and restated Plan document for registration and obtaining confirmation of its



acceptance for registration by the Financial Services Commission of Ontario under the Pension Benefits Act, 1990 of Ontario and by the Canada Revenue Agency under the Income Tax Act.

- 1.09** CAMI Automotive Inc. amalgamated into General Motors of Canada Limited effective January 1, 2011 and references to the Company mean General Motors of Canada Limited as of January 1, 2011 and thereafter.
- 1.10** As a result of 2013 collective bargaining between the Company and the Union representing the production and maintenance workers of the Company, it was jointly agreed that the Plan would be amended and restated effective September 13, 2013 to make certain changes to the Plan to reflect the outcome of that collective bargaining, including the addition of defined contribution provisions to the Plan applicable to any eligible bargaining unit employee with a seniority date of September 17, 2013 and bargaining unit employees hired on or after October 1, 2013, and incorporating Ontario pension legislative changes effective July 1, 2012, subject to the Company submitting the amended and restated Plan document for registration and obtaining confirmation of its acceptance for registration by the Financial Services Commission of Ontario under the Pension Benefits Act, 1990 of Ontario and by the Canada Revenue Agency under the Income Tax Act.
- 1.11** Effective November 23, 2015 General Motors of Canada Limited changed its name to General Motors of Canada Company.
- 1.12** As a result of 2017 collective bargaining between the Company and the Union representing the production and maintenance workers of the Company, it was jointly agreed that the plan would be amended and restated effective October 13, 2017.
- 1.13** Unless stated otherwise, the terms of the Plan as amended and restated effective October 13, 2017 shall apply to Members who retire, terminate employment or die on and after October 13, 2017 and the pension benefits of Members who retired, terminated employment, died, or were transferred to another

category of employment not covered by the Plan prior to this date shall be determined by the terms of the Plan or by the terms of the Prior Plan in effect at the time of that event.

## **Section 2. DEFINITIONS**

In this Plan, the following words shall have the following meanings, respectively, unless a different meaning is specifically required by the context. Reference in this Plan to the male gender will include the female gender where the context permits, and words importing the singular number include the plural number and vice versa.

- 2.01 "Actuarial Equivalent"** means, subject to any requirements of the Pension Benefits Act, a pension or deferred pension of an equivalent actuarial present value determined using the actuarial tables and such other methods and assumptions as may be adopted for the most recent going-concern actuarial valuation of the Plan filed with the Financial Services Commission of Ontario. The actuarial present value of a pension or deferred pension includes the present value of any survivor or death benefits paid when an Employee dies either before or after the pension commences.
- 2.02 "Actuary"** means a Fellow of the Canadian Institute of Actuaries.
- 2.03 "Basic Benefit Rate"** means the Basic Benefit Rate applicable to the DB Member on the date a determination of the DB Member's pension is required because of such DB Member's retirement, death or termination of employment, in accordance with the following schedule. The Basic Benefit Rate applicable to a DB Member is shown in the following schedule and shall depend on the maximum base hourly wage rate of the job classification held by the DB Member for the greatest number of days during the 24 consecutive months immediately preceding the DB Member's last day worked with the Company.

**Schedule of Basic Benefit Rates**

Basic Benefit Rate Applicable For Retirement, Deaths or Employment Terminations Occurring During the Following Periods:	For Job Classifications Having a Maximum Base Hourly Rate  On September 20, 2010
	\$39.00      Over \$39.00 and under
October 1, 2009 and After	\$68.50      \$81.00

**2.03.1** Notwithstanding 2.03 above, a former Local 88 employee who held the position of National Representative with Unifor beginning February 21, 2000, who retires on or after October 13, 2017 directly from a leave taken to work for Unifor will be eligible for a pension as though the member had been in the job classification having the highest maximum base hourly rate.

**2.03.2** Notwithstanding 2.03 above, a former Local 88 employee who held the position of National Staff Representative with Unifor beginning September 9, 2006, who retires on or after October 13, 2017 directly from a leave taken to work for Unifor will be eligible for a pension as though the member had been in the job classification having the highest maximum base hourly rate.

**2.04** "**Beneficiary**" means a beneficiary designated by a Member in accordance with Section 12.

**2.05** "**Bridging Benefit Rate**" means \$18.00 on and after January 1, 1993.

**2.06** "**Commuted Value**" means, in relation to benefits that a person has a present or future entitlement to receive, a lump sum amount which is the actuarial present value of those benefits, including any death or survivor benefits, computed using the Canadian Institute of

Actuaries Recommendations for the Computation of Transfer Values from Registered Pension Plans, effective September 1, 1993 or any successor recommendations, subject to the requirements of the Pension Benefits Act and the Income Tax Act.

**2.07** "**Company**" means General Motors of Canada Company and any affiliated or associated company which may be designated as a participating employer by the Company. Where any reference in the Plan is made to any action to be taken, consent, approval or opinion to be given, discretion or decision to be exercised by the Company, "Company" means General Motors of Canada Company acting through its Board of Directors or any person authorized by its Board of Directors for purposes of the Plan.

**2.08** "**Consumer Price Index**" means the most current Total Consumer Price Index (Canada) as published by Statistics Canada.

**2.09** "**Credited Interest**" means from January 1, 1993, interest on the payment of a Commuted Value out of the DB Account, compounded annually and calculated from the date at which a determination is required to the first day of the month in which payment occurs at the rate used to establish the Commuted Value of a Member's pension.

In addition, "Credited Interest" on Member's contributions under the defined benefit provisions of the Plan shall mean interest compounded annually from the first day of the month following the month in which the required contributions were made to the date of computation at a rate equal to the average of the month-end yields reported for CANSIM series v122515 for the preceding calendar year.

**2.10** "**Credited Service**" means the sum of the Member's Pre-1993 Credited Service determined in accordance with Section 2.27 and Post-1992 Credited Service determined in accordance with Section 2.26.

Pre-1993 Credited Service earned by a Member before January 1, 1991 in respect of an unpaid leave of

absence is limited to a maximum full-time equivalent of two years.

In respect of periods after December 31, 1990 the aggregate of any amount of Pre-1993 Credited Service earned by a Member in respect of an unpaid leave of absence which is not due to the Member's Total Disability, together with any amount of Post-1992 Credited Service granted under Section 2.26(3) and (4) is limited to a maximum full-time equivalent of eight years provided not more than five of those eight years are credited in respect of absences that are not within the twelve month period which commences at the time of the birth or adoption of a child of the Member.

The Credited Service for any Member hired on or after October 1, 2010 shall not exceed thirty (30) years.

- 2.10A** “**DB Account**” means the assets in the Pension Fund not allocated to the Defined Contribution Accounts.
- 2.10B** “**DB Member**” means a Member who participates in the defined benefit provisions of the Plan in accordance with Section 3.02A. If a Member who has participated in the defined benefit provisions of the Plan subsequently becomes a DC Member then the term DB Member used in this Plan refers to the Member only in respect of the Member’s entitlements under the defined benefit provisions of the Plan.
- 2.10C** “**DC Company Contributions**” means contributions made by the Company in respect of a DC Member pursuant to Section 11.03(a), (c) and (d).
- 2.10D** “**DC Member**” means a Member who participates in the defined contribution provisions of the Plan in accordance with Section 3.02A. If a DC Member has participated in the defined benefit provisions of the Plan then the term DC Member used in this Plan refers to the Member only in respect of the Member’s entitlements under the defined contribution provisions of the Plan.
- 2.10E** “**DC Member Contributions**” means contributions made by a DC Member pursuant to Section 11.03(b), (c) or (d).

- 2.10F “DC Pensionable Earnings”** means straight-time base wage earnings plus any cost-of-living allowance for all hours worked in a week.
- 2.10G “Defined Contribution Account”** means the account established under Section 11.02(a) for a DC Member comprised of all contributions made under the terms of this Section by the DC Member and by the Company in respect of the DC Member.
- 2.11 “Early Retirement Reduction Factor”** means the percentage set out in the following table, such percentage determined based on the DB Member's age on the date his pension commences. For a DB Member whose age on the date his pension commences is intermediate to any two ages shown in the following table, the percentage applicable to the DB Member shall be determined by linear interpolation between the applicable percentages.

Age When Pension Commences	Percentage	Age When Pension Commences	Percentage
42	24.3%	52	53.2%
43	26.1%	53	57.9%
44	28.2%	54	63.5%
45	30.4%	55	69.4%
46	32.8%	56	75.2%
47	35.4%	57	80.8%
48	38.3%	58	86.7%
49	41.5%	59	93.3%
50	45.0%	60 & over	100.0%
51	48.9%		

- 2.12 “Earnings”** for purposes of Section 6.02(3) and 6.06(3), means any remuneration received during a Plan Year by a DB Member who is in receipt of a pension from the Plan, where such earnings are subject to contributions under the Canada or Quebec Pension Plan.

- 2.13 **"Effective Date"** means January 1, 1993.
- 2.14 **"Employee"** means any person who is a member of the Union and who is employed by the Company on a fulltime or, on and after January 1, 1988, on other than a fulltime basis.

Notwithstanding the foregoing, an Employee shall not include persons classified as Temporary Part-Time employees as indicated in any agreement between the Company and Union or Supplemental Workforce Employees as indicated in the Labour Agreement.

- 2.15 **"Funding Agent"** means an insurance company authorized to carry on a life insurance business in Canada, a trust company, or a group of at least 3 individuals resident in Canada, at least one of whom is independent of the Company and includes any combination or successors thereof appointed by the Company to hold and administer the Pension Fund.
- 2.16 **"Funding Agreement"** means any agreement or agreements now or hereafter executed between the Company and the Funding Agent for purposes of this Plan.
- 2.17 **"Income Tax Act"** means the Income Tax Act, Statutes of Canada and the Regulations thereunder, and where applicable includes the provisions of Information Circular 72-13R8 issued by the Department of National Revenue, as amended or replaced from time to time.
- 2.18 **"Labour Agreement"** means the Labour Agreement between the Company and the Union effective October 13, 2017 and expiring September 21, 2021—and any successor agreement thereto.
- 2.19 **"Member"** means an Employee or a former Employee who has become a Member of the Plan pursuant to Section 3 and who continues to be entitled to benefits under the Plan. Member excludes a person by whom or in respect of whom benefits have been transferred under Section 8.03 or 11.07. Member includes both a DB Member and a DC Member.

- 2.20 **"Normal Retirement Date"** means the normal retirement date of a Member as described in Section 5.01.
- 2.21 **"Occupationally Disabled"** A Member shall be deemed to be Occupationally Disabled only if the Member is not engaged in regular employment or occupation for remuneration or profit, and is found to be wholly and permanently prevented from engaging in regular employment or occupation with the Company for remuneration or profit as a result of bodily injury or disease that occurred at the Company. The medical determination certifying the above must be satisfactory to the Company and must be written, and unanimously agreed upon by the specialist that the Member is under the care of, and by the Company's in-plant physician.
- 2.22 **"Pension Benefits Act"** means the Pension Benefits Act, R.S.O. 1990, c.P.8, and the Regulations thereunder, as amended or replaced from time to time.
- 2.23 **"Pension Fund"** means the fund maintained to provide benefits under or related to the Plan and includes the Defined Benefit Account plus the Defined Contribution Accounts.
- 2.24 **"Plan"** means the CAMI Automotive Pension Plan for Production and Maintenance Workers as subsequently amended from time to time.
- 2.25 **"Plan Year"** means the calendar year.
- 2.26 **"Post-1992 Credited Service"** means the sum of the Member's Post-1992 Credited Service earned during each Plan Year after December 31, 1992.

For each Plan Year after December 31, 1992 and before January 1, 1996, a Member's Post-1992 Credited Service earned during that Plan Year shall equal the ratio of the number of straight-time hours the Member works during the Plan Year to 1,700.

For each Plan Year after December 31, 1995, a Member's Post-1992 Credited Service earned during that Plan Year shall equal the ratio of the number of hours the Member works (including overtime hours)



during the Plan Year to 1,700. For the purpose of computing Post-1992 Credited Service after December 31, 1995, the number of hours the Member works which are paid at a premium rate, shall be computed as straight-time hours. In addition, for purposes of this Section 2.26 only, during periods in a Plan Year after September 17, 2001 in which a Member works under the Maintenance Weekend Crew of the Company, the Member's number of straight-time hours worked during a week shall be determined by multiplying the Member's actual straight-time hours worked in the week under the Maintenance Weekend Crew by the ratio of the straight-time hours the Member would have worked in the week had the member not worked under the Maintenance Weekend Crew, to the Member's actual straight-time hours worked during the week. The resulting straight-time hours for a given week shall not exceed 40, nor shall they be less than the Member's actual straight-time hours worked for the week.

For the purposes of determining the Member's Post-1992 Credited Service for a Plan Year, the number of straight-time hours the Member works during the Plan Year for each Plan Year after December 31, 1992 and before January 1, 1996 and the number of hours the Member works during the Plan Year for each Plan Year after December 31, 1995 shall be deemed to include the regular straight-time hours that the Member would have worked in a Plan Year were it not for periods of absence resulting from:

- (1) vacations, holidays and paid leaves;
- (2) (a) a Member's Total Disability while the Member is in receipt of benefits from a Company sponsored disability plan; unless the Member's date of Total Disability occurred after January 1, 2005 in which case 2.26 (2)(b) applies; or unless on September 20, 2004 a Member was already absent due to Total Disability and in receipt of benefits from a Company sponsored disability plan in which case for purposes of determining Credited Service, the Member shall be credited with 40 hours for each complete calendar week of absence until the end of the

2004 calendar year to a maximum of 1700. Additionally the Member shall be credited with 40 hours for each complete calendar week of absence to the end of the 2005 calendar year to a maximum of 1700 or until the Member returns to work, whichever is earlier.

(b) a Member's Total Disability while in receipt of benefits from a Company sponsored disability plan provided that the Member has received pay for at least 170 hours during the Plan Year in which the absence due to Total Disability commenced, and provided, that if such absence continues after the Plan Year in which the Member's absence due to Total Disability commenced, the total hours credited shall not exceed 1,530 hours for such periods of absence due to the absence related to the receipt of pay from the Company in the first Plan Year.

- (3) a Member's layoff during a Plan Year provided that the Member has received pay for at least 170 hours during the Plan Year in which the layoff commenced and provided, that if such layoff continues after the Plan Year in which the Member's layoff commenced, the total hours credited shall not exceed 1,530 hours for such periods of absence due to layoff Total Disability related to the receipt of pay from the Company in the first Plan Year, except that a Member who has 10 or more years of seniority at time of layoff, and while on such layoff has received the maximum 1,530 hours for periods of absence due to layoff in accordance with the foregoing provisions Section 2.26 (3) and continues to be absent due to such layoff, shall receive additional credit up to a maximum of 1,700 hours.

A Member whose first day of absence due to layoff is the first regularly scheduled work day in the January next following the Member's last day worked shall be deemed

to have commenced layoff on December 31 of the Plan Year in which the Member last worked.

A part-time Member shall be credited for such absence due to layoff in the same percentage relationship as such Member's part-time schedule is to a full-time Member's schedule.

A Member who returns to work following a layoff, and receives pay for a period of less than 170 hours and who thereafter returns to such layoff, shall not be disqualified from receiving any such credit for which such Member would otherwise be eligible under this Section 2.26 (3).

A Member who on September 17, 2007 is an Employee with at least 5 years seniority and was absent from work because of the layoff commencing April 8, 2001 shall be credited with 25% of the Credited Service which such Member has been deemed to have lost due to layoff and not previously credited under this section 2.26. A Member shall not receive Credited Service under this paragraph for a period of the layoff for which the Member vested in a benefit under the Company's Hourly-Rate Employees Pension Plan.

A Member who on September 17, 2017 is an Employee, who was absent from work because of the layoff commencing April 8, 2001, and who worked at another Canadian operation of the Company during the period of the layoff but did not vest in the Company's Hourly-Rate Employees Pension Plan due to being recalled before completing the vesting period for that plan, shall be credited with the regular straight-time hours that the Member worked at the other Canadian operation of the Company during the layoff. A Member shall only receive Credited Service under this paragraph or under the preceding paragraph, whichever provides the greater Credited

Service, and only to the extent that the period was not previously credited under this section 2.26 (other than the preceding paragraph).

- (4) a Member's qualifying pregnancy leave, parental leave or other type of leave under the Employment Standards Act, 2000 to the extent that the Employment Standards Act, 2000 required continued pension accrual, or a Member's Union leave; or
- (5) a Member's Total Disability, not already included in (2) above, while the Member is in receipt of benefits under the Workers Safety Insurance Board due to occupational injury or disease incurred during the course of such Member's employment with the Company.

However,

- (6) not more than 8 hours per day or 40 hours per week of such absence shall be deemed to be included in a Member's regular straight time hours worked, in accordance with (1), (2), (3), (4) or (5) above; and
- (7) the Credited Service for any Member hired on or after October 1, 2010 shall not exceed thirty (30) years.

A Member's Post-1992 Credited Service for a Plan Year, determined above, shall be rounded to the nearest 1/10th, however in no event shall a Member's Post-1992 Credited Service for any one Plan Year exceed 1.00

**2.27 "Pre-1993 Credited Service"** means, provided the Member joined the Plan and became a Member on the Effective Date, the sum of the Member's Pre-1993 Credited Service earned during each Plan Year, commencing with the Plan Year in which the Member was employed by the Company and for each Plan Year thereafter until the Plan Year ending on December 31, 1992, as determined by the Company in accordance with the following provisions.

For each Plan Year referred to above, a Member's Pre-1993 Credited Service earned during that Plan Year shall equal the ratio of the number of straight time hours the Member is deemed to have worked during the Plan Year to 1,700. A Member's Pre-1993 Credited Service for a Plan Year, determined above, shall be rounded to the nearest 1/10th, however in no event shall a Member's Pre-1993 Credited Service for any one Plan Year exceed 1.00.

- (1) For the purposes of determining a Member's Pre-1993 Credited Service for a Plan Year, the number of straight time hours the Member is deemed to have worked during that Plan Year is determined in accordance with the provisions set out in this Section 2.27(1), subject to the restrictions set out in Section 2.27(2).
  - (a) For each complete month during the Plan Year in which the Member was employed by the Company, the Member shall be deemed to have worked 160 straight time hours during that month.
  - (b) In the Member's first month of employment with the Company, the Member shall be deemed to have worked the number of straight time hours during that month according to the following table depending on the day of that first month on which the Member was employed by the Company,

Day of employment in first month of employment	Straight-time deemed worked first month of employment	hours during of
1 <sup>st</sup> Day of month to and including 6 <sup>th</sup> day of month	160 hours	
7 <sup>th</sup> Day of month to and including 13 <sup>th</sup> day of month	120 hours	

14 <sup>th</sup> Day of month to and including 20 <sup>th</sup> day of month	80 hours
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21 <sup>st</sup> Day of month to and including last day of month	40 hours
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- (2) For the purposes of determining a Member's Pre-1993 Credited Service for a Plan Year, the number of straight time hours the Member is deemed to have worked, as set out in Section 2.27(1) is subject to the following restrictions.
- (a) No straight time hours shall be deemed to have been worked by a Member during the period of the labour strike which occurred in the Plan Year ending on December 31, 1992.
  - (b) No straight time hours shall be deemed to have been worked by a Member during the period of the summer shutdown in a given Plan Year if the Member's date of employment with the Company fell within that Plan Year and preceded the commencement of the summer shutdown.
  - (c) Except for the period of a Member's qualifying pregnancy or parental leave and except for the period of a Member's leave due to Total Disability but subject to Section 2.27(2)(d) and (e), no straight time hours shall be deemed to have been worked by a Member during the period of a Member's unpaid leave of absence if such absence continued for more than one month in length.
  - (d) No straight time hours shall be deemed to have been worked by a Member during the period of the Member's Total Disability after the date the Member ceased to receive benefits from a Company sponsored disability plan.

- (e) No straight time hours shall be deemed to have been worked by a Member during the period of the Member's Total Disability, due to an injury in respect of which the Member is entitled to receive benefits under the Workers Safety Insurance Board, after the date which is one year following the date of the Member's injury.

**2.28 "Prior Plan"** means the CAMI Automotive Inc. Pension Plan for Production and Maintenance Workers, effective January 1, 1988 which provided pension benefits on a defined contribution basis.

**2.29 "Prior Plan Account Balance"** means, for an Employee who was a member of the Prior Plan, the amounts held to the Member's credit in the Member's regular account balance in the Prior Plan as of December 31, 1992.

**2.30 "Spouse"** means, at the time a determination of marital status is required, a person of the same or opposite sex to whom the Member is:

- (1) legally married, provided the Member is not living separate and apart from that person;
- (2) not legally married but the Member and that person have been cohabiting and residing continuously in a conjugal relationship for at least 1 year, and that person has been publicly represented by the Member as the Member's Spouse; or
- (3) not legally married, but the Member and that person are cohabiting in a conjugal relationship of some permanence and are the parents of a child as set out in section 4 of the Children's Law Reform Act,

and who qualifies as a spouse as defined at the relevant time by the Income Tax Act for purposes of registered pension plans.

**2.31 "Total Disability"** means a disability throughout which the Member is physically or mentally impaired so that the Member is prevented from performing the duties of employment in which the Member was engaged prior to the impairment and which is certified, in writing, by a medical doctor licensed in Canada.

**2.32 "Total Pension Amount"** means the monthly Total Pension Amount applicable to a DB Member on the date a determination is required because of the DB Member's retirement under Section 5.03 or 5.04. The monthly Total Pension Amount in respect of a DB Member is equal to the lesser of (1) and (2) below:

- (1) 70% of the DB Member's final base monthly pay, calculated by multiplying the base hourly wage rate applicable to the DB Member in the DB Member's final month of employment by 160.
- (2) a dollar amount applicable to the DB Member and depending upon the DB Member's date of retirement, according to the following schedule, which shall depend on the maximum base hourly wage rate of the job classification held by the DB Member for the greatest number of days during the 24 consecutive months immediately preceding the DB Member's last day worked with the Company.

For Retirement Occurring During the Following Periods:	For Job Classifications Having a Maximum Base Hourly-Rate	
	On September 20, 2010:	
	\$39.00 and under	Over \$39.00
October 1, 2009 and After	\$3,515	\$3,895

**2.33 "Totally and Permanently Disabled"** A Member shall be deemed to be Totally and Permanently Disabled if the Member is suffering from a non-work related physical or mental impairment that prevents that Member from engaging in any employment for which they are reasonably suited by virtue of their education, training or experience and, that can reasonably be expected to last for the remainder of the



employee's lifetime. The medical determination certifying the above must be satisfactory to the Company and must be written, and unanimously agreed upon by the specialist that the Member is under the care of, and by the Company's in-plant physician.

**2.34** "Union" means Unifor Local 88 (formerly the National Automobile, Aerospace, Transportation and General Workers Union of Canada (CAW - Canada) and CAW Local 88).

**2.35** "YMPE" means, in respect of any Plan Year, the Year's Maximum Pensionable Earnings as defined under the Canada Pension Plan.

### **Section 3. ELIGIBILITY FOR MEMBERSHIP**

#### **3.01 Full-time Employees**

Each full-time Employee who was participating in the Prior Plan on December 31, 1992 shall become a Member of this Plan on the Effective Date.

Each full-time Employee who, prior to becoming a full-time Employee, was employed by the Company on a less than full-time basis shall become a Member of this Plan on the date he becomes a full-time Employee provided the Employee had not become a Member prior to that date in accordance with Section 3.02

Each other full-time Employee shall become a Member of this Plan on his date of employment with the Company.

#### **3.02 Part-Time Employees**

Each Employee who is employed by the Company on a less than full-time basis and who was participating in the Prior Plan on December 31, 1992 shall become a Member of this Plan on the Effective Date.

Employee who is employed by the Company on a less than full-time basis shall become a Member on the first day of the month coincident with or next following the completion of 24 months of Continuous Service, provided he has:

- (1) earned at least 35% of the YMPE; or
- (2) worked at least 700 hours,

in each of the 2 immediately preceding consecutive calendar years.

### **3.02A Type of Participation**

Each Employee who has a seniority date of September 17, 2013 or later, and each new Employee hired on or after October 1, 2013 who becomes eligible to join the Plan shall participate under the defined contribution provisions of the Plan contained in Section 11 and thus become a DC Member of the Plan. Each Member who is already participating in the Plan prior to September 17, 2013 shall continue to participate under the defined benefit provisions of the Plan as a DB Member.

A Member who is participating under the defined benefit provisions of the Plan, who is terminated and later reinstated through the grievance process, and whose full seniority is restored shall not be considered to be a new hire for purposes of this Section 3.02A of the Plan and shall return to participation in the defined benefit provisions of the Plan upon reinstatement.

### **3.03 Termination of Participation Not Permitted**

A Member's participation in the Plan shall not be terminated while he remains an Employee. In addition, a Member shall not cease to be a Member merely because he earns less than 35% of the YMPE or works less than 700 hours in a calendar year.

### **3.04 Re-Employment**

#### **(1) Non-Pensioners**

If a former Employee, other than a person described in Section 3.04(2), is subsequently rehired by the Company before October 1, 2013, the Employee shall be treated as a new Employee for purposes of eligibility for membership and benefits under the Plan, except with

respect to any vested benefits which such Employee may have credited in the Plan for previous service. Any benefit earned after the date of an Employee's rehire shall be calculated based on Continuous and Credited Service after that date.

If a former Employee, other than a person described in Section 3.04(2), is subsequently rehired by the Company on or after October 1, 2013, the Employee shall be treated as a new Employee for purposes of eligibility for membership and benefits under the Plan, except with respect to any vested benefits which such Employee may have credited in the Plan for previous service. The Employee shall become a DC Member and any benefit earned after the date of an Employee's rehire shall be based on the defined contribution provisions of the Plan.

Notwithstanding the foregoing provisions of this Section 3.04(2), in the case of a former Employee who:

- (a) terminated employment on September 17, 2001, and did not elect to transfer the Commuted Value of a deferred pension, if any, in accordance with Section 8.03(1),
- (b) was rehired by the Company on either March 7, 2005 or June 13, 2005 and rejoined the Plan as a DB member, and
- (c) subsequently retires, terminates employment or dies on or after October 17, 2017,

the Employee shall have the Credited Service associated with the first period of service reinstated for the purpose of determining the Employee's eligibility for benefits and for the purpose of calculating the Employee's benefits.

**(2) Pensioners**

- (a) If a former Employee who has commenced to receive a pension from the Plan for reasons other than Total and Permanent Disability or Occupational Disability and lost seniority in accordance with Paragraph 11(g) of the Labour Agreement is re-employed by the Company on or after September 17, 2013, the Employee may elect, at the time of re-employment, either:

- (i) to join the Plan immediately upon re-employment as a DC Member, in which case:
    - (aa) the Employee's pension shall cease immediately;
    - (bb) the amount of the Employee's accrued pension will not be altered and will recommence on the Employee's eventual termination of employment; and
    - (cc) any defined contribution benefits earned after the date of re-employment shall be calculated in accordance with the provisions of Section 11; or
  - (ii) to continue to receive the Employee's defined benefit pension and not accrue further benefits during the period of re-employment.
- (b) An Employee who has been retired in accordance with Section 5.04 and has received benefits in accordance with Section 6.06 and who thereby has broken their Seniority in accordance with Paragraph 11(g) of the Labour Agreement, but, who recovers and has their Disability Retirement Pension discontinued, shall have Seniority reinstated as though the Employee had been on sick leave of absence during the period of Disability Retirement, provided, however, if the period of Disability Retirement was for a period longer than the Seniority the Employee had at the date of retirement, the Employee shall, upon the discontinuance of the Disability Retirement Pension, be given Seniority equal to the amount of Seniority the Employee had at the date of such retirement. Such DB Member shall not be considered to be a new hire for purposes of Section 3.02A of the Plan and shall return to participation in the defined benefit provisions of the Plan.

### **3.05 Transfers In Employment**

#### **(1) Transfers Into the Plan**

If a person, who is employed by the Company on a salaried basis, is transferred to a category or status of employment with the Company such that he becomes an Employee for purposes of the Plan on or after October 1, 2013, such Employee shall become a DC Member of this Plan on the date of transfer and the defined contribution provisions of the Plan shall apply to the member's participation in the Plan.

If such a transferred person becomes an Employee prior to October 1, 2013 then, for the purpose of determining the amount of pension to which such a DB Member is entitled to receive under the provisions of this Plan, the DB Member's Credited Service shall only include the Credited Service the DB Member earns under the provisions of this Plan on and after the date of transfer.

For the sole purpose of determining such a DB Member's eligibility to qualify to receive benefits from this Plan in accordance with Section 6.02, Section 6.03, Section 6.04 or Section 6.06, and for no other purpose whatsoever, the Credited Service of a Member who becomes a DB Member upon transfer shall be deemed to include the period of credited service, if any, in another pension plan sponsored by the Company prior to his date of transfer. For greater certainty, such a DB Member's credited service, if any, in another pension plan sponsored by the Company prior to the date of transfer shall only be recognized for purposes of this Plan in determining whether the DB Member qualifies to receive certain pension benefits from this Plan but shall not be recognized in any way in determining the amount of pension earned by the DB Member under this Plan.

Notwithstanding the foregoing, in the event that such a DB Member qualifies to receive benefits in accordance with Section 6.02 or 6.06 on the basis of the DB Member's combined Credited Service earned under the Plan and credited service in another pension plan sponsored by the Company prior to the date of transfer, the Total Pension Amount applying to such a DB

Member for purposes of Section 6.02(3) or Section 6.06(3) shall equal the Total Pension Amount determined in accordance with Section 2.32 multiplied by the ratio of (a) to (b) as follows:

- (a) the DB Member's Credited Service earned under the Plan to the date the Member retires in accordance with Section 5.03 or Section 5.04, to a maximum of 30 years;
- (b) the sum of the DB Member's Credited Service earned under the Plan to the date the DB Member retires in accordance with Section 5.03 or 5.04, plus the DB Member's credited service in another pension plan sponsored by the Company prior to the date of transfer, such sum limited to a maximum of 30 years.

For the sole purpose of determining such a DB Member's eligibility to qualify to receive benefits from this Plan in accordance with Section 6.05, Section 8.01, Section 9.01 or Section 9.02, but for no other purpose whatsoever, such a DB Member's membership in the Plan shall be deemed to include the DB Member's period of membership, if any, in another pension plan sponsored by the Company prior to the date of transfer.

**(2) Transfers Out of the Plan**

If a person who is an Employee and a DB Member of the Plan is transferred to a category or status of employment with the Company such that the DB Member ceases to be an Employee for purposes of the Plan, the person shall remain a DB Member of the Plan until the DB Member's death, retirement or termination of employment as the case may be, subject to the following provisions.

For the purpose of determining the amount of pension to which such a DB Member is entitled to receive under the provisions of this Plan, the DB Member's Credited Service shall only include the Credited Service the DB Member had earned under the provisions of this Plan to the date of transfer.

However, for the sole purpose of determining such a DB Member's eligibility to qualify to receive benefits from

this Plan in accordance with Section 6.02, Section 6.03, Section 6.04 or Section 6.06, and for no other purpose whatsoever, such a DB Member's Credited Service shall be deemed to include the DB Member's period of participation, if any, in another pension plan sponsored by the Company on and after the date of transfer. For greater certainty, such a DB Member's credited service, if any, in another registered pension plan sponsored by the Company on and after the date of transfer shall only be recognized for purposes of this Plan in determining whether the DB Member qualifies to receive certain pension benefits from this Plan but shall not be recognized in any way in determining the amount of pension earned by the DB Member under this Plan.

For the sole purpose of determining such a DB Member's eligibility to qualify to receive benefits from this Plan in accordance with Section 6.05, Section 8.01, or Section 9.01, but for no other purpose whatsoever, such a DB Member's membership in the Plan shall be deemed to include the DB Member's period of membership, if any, in another pension plan sponsored by the Company on and after the date of transfer.

Upon such a DB Member's death, retirement or termination of employment, the amount of pension payable to or in respect of the DB Member under the defined benefit provisions of the Plan shall be based on the Credited Service the DB Member had earned under the provisions of the Plan to the date of transfer and:

- (a) the Bridging Benefit Rate, if applicable to the DB Member, in effect on the DB Member's date of retirement;
- (b) the Basic Benefit Rate in effect on the DB Member's date of death, retirement or termination of employment, as the case may be, determined depending on the maximum base hourly wage rate in effect at the DB Member's date of death, retirement or termination of employment, of the job classification held by the DB Member for the greatest number of days during the 24 consecutive months immediately preceding the DB Member's date of transfer; and

- (c) the Total Pension Amount, if applicable to the DB Member, in effect on the DB Member's date of retirement, where the DB Member's final base monthly pay as described in Section 2.32(1) is determined depending on the maximum base hourly wage rate in effect at the DB Member's date of retirement, of the job classification held by the DB Member immediately preceding the DB Member's date of transfer and where the dollar amount as described in Section 2.32(2) is determined depending on the maximum base hourly wage rate in effect at the DB Member's date of retirement, of the job classification held by the DB Member for the greatest number of days during the 24 consecutive months immediately preceding the DB Member's date of transfer.

In the event that such a DB Member qualifies to receive benefits in accordance with Section 6.02 or Section 6.06 on the basis of the DB Member's combined Credited Service earned under the Plan and credited service in another pension plan sponsored by the Company after the date of transfer, the Total Pension Amount applying to such a DB Member for purposes of Section 6.02(3) or Section 6.06(3) shall equal the Total Pension Amount determined in accordance with Section 2.32 and Section 3.05(2)(c) multiplied by the ratio of (i) to (ii) as follows:

- (i) the DB Member's Credited Service earned under the Plan to the date the DB Member retires in accordance with Section 5.03 or Section 5.04, to a maximum of 30 years;
- (ii) the sum of DB Member's Credited Service earned under the Plan to the DB Member retires in accordance with Section 5.03 or Section 5.04 plus the DB Member's credited service in another pension plan sponsored by the Company after the date of transfer, such sum limited to a maximum of 30 years.



## **Section 4. CONTRIBUTIONS (DB MEMBERS)**

### **4.01 Company Contributions**

- (1) Subject to Sections 4.01(2) and (3), the Company shall make such contributions to the DB Account as are required, based on the advice of the Actuary, to provide:
  - (a) the normal actuarial cost of the benefits currently accruing to DB Members under the Plan; and
  - (b) for the proper amortization of any unfunded liability or solvency deficiency under the defined benefit provisions of the Plan,  
  
both in accordance with the Pension Benefits Act, after taking into account the assets of the DB Account, and all other relevant factors.
- (2) No contribution shall be made by the Company to the DB Account in accordance with Section 4.01(1), unless it is an eligible contribution as defined by the Income Tax Act and is permitted by the Income Tax Act.
- (3) If at any time while the Plan continues in existence the Actuary certifies that the assets of the DB Account exceed the going concern actuarial liabilities of the defined benefit provisions of the Plan, such surplus assets, or any portion of such assets, may be used by the Company to reduce its contribution obligations under Section 4.01(1) or applied pursuant to Section 11.02(d).
- (4) The Company's contributions, if any, in respect of the normal actuarial cost under the defined benefit provisions of the Plan shall be paid in monthly installments within 30 days following the month for which the contributions are payable. The Company's contributions, if any, in respect of special payments under the defined benefit provisions of the Plan to amortize an

unfunded actuarial liability or solvency deficiency shall be payable in equal monthly installments throughout the Plan Year.

- (5) Subject to the prior approval of the Superintendent of Financial Services of Ontario, any erroneous overpayment by the Company in a Plan Year in excess of the amount required to be contributed under Section 4.01(1) may be returned to the Company out of the DB Account if necessary to avoid revocation of the Plan's registration under the Income Tax Act.

#### **4.02 DB Member Contributions**

DB Members hired prior to April 1, 2010 are neither required nor permitted to make contributions to the Plan.

A DB Member hired on or after April 1, 2010 shall be required to contribute one dollar (\$1.00) for each hour compensated by the Company, up to a maximum of 1700 hours in a calendar year, to the Plan. Each hour of compensation will require a one dollar (\$1.00) contribution even though the DB Member may receive more than straight-time pay for that hour.

At the time a DB Member hired on or after April 1, 2010 separates, the total value of the DB Member's contributions to the Plan together with Credited Interest thereon shall be determined. To the extent that such total value exceeds 50% of the Commuted Value of the DB Member's pension, such contributions shall be deemed to be excess contributions and shall be paid to the DB Member or the DB Member's spouse, Beneficiary or estate, whichever is entitled to receive a benefit arising from the DB Member's participation in the Plan, in the form of a lump sum payment. A DB Member or Spouse entitled to receive the excess contributions may elect to transfer them to:

- (1) a registered retirement savings plan;
- (2) the pension fund of another registered pension plan, if the administrator of that plan will accept the transfer;
- (3) an insurance company for the purchase of a life annuity, or

- (4) a retirement savings arrangement as otherwise prescribed by Pension Benefits Act; to the extent permitted under the Income Tax Act.

#### **4.03 Return of Contribution**

An amount contributed by the Company under Section 4.01, or by a DB Member under Section 4.02, may be refunded at any time to the contributor where such action is required to avoid the revocation of registration of the Plan under the Income Tax Act, subject to any requirement for the approval of the Superintendent of Financial Services of Ontario.

### **Section 5. RETIREMENT DATES**

#### **5.01 Normal Retirement Date**

For purposes of the Plan, Normal Retirement Date means the first day of the month coincident with or next following the date on which the DB Member or DC Member attains age 65.

#### **5.02 Early Retirement Date - Basic Case**

If a Member terminates employment other than by reason of the Member's death after attaining the age of 55 and before the Member's Normal Retirement Date,

- (1) the Member shall be considered to have retired early for the purposes of the Plan on the Member's early retirement date which is the first day of the month coincident with or next following the date on which the Member's employment terminates, and
- (2) the Member shall be entitled to receive an early retirement pension.

#### **5.03 Early Retirement Date - Special Case**

If a DB Member, who has earned 30 years of Credited Service, terminates employment other than by reason of death before the DB Member's Normal Retirement Date,

- (1) the DB Member shall be considered to have retired early for the purposes of the Plan on the DB Member's early retirement date which is the first day of the month coincident with or next following the date on which the DB Member's employment terminates; and
- (2) the DB Member shall be entitled to receive an early retirement pension.

#### **5.04 Disability Retirement (DB Member)**

If the DB Member is deemed to be Totally and Permanently Disabled or Occupationally Disabled under the criteria outlined in Section 2.21 or 2.33 prior to attaining age 65, and has at least 10 years of Credited Service,

- (1) the DB Member shall be considered to have retired early for the purposes of the Plan on the Member's Disability Retirement Date which is the latest of:
  - (a) the first day of the month that the required proof of disability is received by the Company; or
  - (b) the first day of the month which includes the date the DB Member has been continuously and totally disabled for a period of 5 months. Successive periods of absence due to the same disability as that upon which claim for Total and Permanent Disability or Occupational Disability Pension is based and aggregating at least five months will be considered the same as one continuous absence provided that the aggregate will not include any such absence which precedes the last day at work by more than one year, or
  - (c) the first day of the third month following the date the required proof of disability is received by the Company; and

- (2) the DB Member shall be entitled to receive a Disability Retirement Pension.

## **Section 6. RETIREMENT BENEFITS**

### **6.01 Normal Retirement Pension**

A DB Member who retires from the service of the Company on the DB Member's Normal Retirement Date shall be entitled to a monthly basic pension, commencing on that Normal Retirement Date, in an amount equal to the Basic Benefit Rate in effect on the retirement date multiplied by the DB Member's Credited Service to that retirement date.

A DB Member who retires pursuant to Section 5.01 on or after October 1, 2013 may, in lieu of receiving monthly payment of the benefits described in the preceding paragraph, elect to transfer the Commuted Value of such benefits to one of the vehicles described in Section 8.03 (1)(a), (b) or (c). Such transfer shall be subject to the conditions in Section 8.03(2) and (3) if applicable. Such transfer shall only be allowed if permissible under current legislation.

### **6.02 Early Retirement Pension - Early Retirement After "30 Years"**

A DB Member who retires pursuant to Section 5.03 is entitled to the following benefits described in Section 6.02(1), (2) and (3) or the transfer under Section 6.02(4):

#### **(1) Basic Pension**

The DB Member may elect to receive either:

- (a) a deferred monthly basic pension, commencing on the DB Member's Normal Retirement Date, calculated according to the formula in Section 6.01 based on the DB Member's Credited Service to that early retirement date and the Basic Benefit Rate in

effect on that early retirement date; or

(b) a monthly basic pension commencing on the first day of the month coincident with or next following the DB Member's early retirement date, equal to:

(i) the pension calculated according to the formula in Section 6.01 based on the Credited Service accumulated to the DB Member's early retirement date and the Basic Benefit Rate in effect on that early retirement date;

multiplied by,

(ii) the Early Retirement Reduction Factor applicable, based on the DB Member's age on the DB Member's early retirement date;

except that,

(iii) commencing with the payment due on the first day of the month coincident with or immediately following the DB Member's attainment of age 60, the Early Retirement Reduction Factor applicable to the DB Member's monthly basic pension shall be deemed to equal 1.00;

and provided that,

- (iv) the DB Member's pension is at least the Actuarial Equivalent of the deferred pension under Section 6.02(1)(a).
- (c) As required by the Income Tax Act, in no event shall the pension payable to a DB Member from the Plan in accordance with Section 6.02(1)(b) exceed an amount which is the deferred monthly pension payable to the member from the Plan commencing on the DB Member's Normal Retirement Date in accordance with Section 6.02(1)(a), reduced by 1/4 of 1% for each month by which commencement of the DB Member's pension precedes the earliest of the day on which:
  - (i) the DB Member attains the age of 60;
  - (ii) the DB Member's age plus early retirement eligibility service, as defined by the Income Tax Act, would have equalled 80 years; or
  - (iii) the DB Member would have completed 30 years of early retirement eligibility service, as defined by the Income Tax Act.

**(2) Bridging Pension**

In addition to the DB Member's monthly basic pension, the DB Member shall receive a monthly bridging pension commencing on the first day of the month coincident with or next following the early retirement date and payable until and

including the first day of the month following the month in which the DB Member attains age 65 or dies, whichever occurs first.

The DB Member's monthly bridging pension shall equal:

- (a) the Bridging Benefit Rate in effect on the DB Member's early retirement date;

multiplied by,

- (b) the lesser of the DB Member's Credited Service to the early retirement date and 30 years;

multiplied by,

- (c) the Early Retirement Reduction Factor applicable, based on the DB Member's age on the early retirement date,

Except that,

- (d) commencing with the payment due on the first day of the month coincident with or immediately following the DB Member's attainment of age 60, the Early Retirement Reduction Factor applicable to the DB Member's monthly bridging pension shall be deemed to equal 1.00.

### **(3) Transition Pension**

In addition to the monthly basic pension and the monthly bridging pension, the DB Member shall receive a monthly transition pension commencing on the first day of the month coincident with or next following the DB Member's early retirement date and payable until and including the first day of the month following the month in which the DB Member attains age 65 or dies, whichever occurs first.

The DB Member's monthly transition pension shall equal an amount which, when added to the



DB Member's monthly basic pension, before the reduction referred to in Section 7.03(1)(b) or 7.04(1) is made, and the monthly bridging pension, equals the DB Member's Total Pension Amount.

A DB Member's monthly transition pension shall be reduced by \$1.00 for each \$1.00 of a DB Member's Earnings in a Plan Year which are in excess of the greater of \$22,000 or 50% of the YMPE for that Plan Year.

**(4) Transfer of Commuted Value**

A DB Member who retires pursuant to Section 5.03 on or after October 1, 2013 may, in lieu of receiving monthly payment of the benefits described in Section 6.02(1), (2) and (3), elect to transfer the Commuted Value of such benefits to one of the vehicles described in Section 8.03(1)(a), (b) or (c). Such transfer shall be subject to the conditions in Section 8.03(2) and (3) if applicable.

**6.03 Early Retirement Pension - Early Retirement After "85 Points"**

If a DB Member retires pursuant to Section 5.02 and on the early retirement date, the DB Member is not entitled to the benefits described in Section 6.02 but the sum of the DB Member's age plus Credited Service is 85 years or more, the DB Member is entitled to the following benefits described in Section 6.03(1), (2) and (3) or the transfer under Section 6.03(4):

**(1) Basic Pension**

The DB Member may elect to receive either:

- (a) a deferred monthly basic pension, commencing on the DB Member's Normal Retirement Date, calculated according to the formula in Section 6.01 based on the DB Member's Credited Service to that early retirement date and the Basic Benefit Rate in effect on that early retirement date; or

- (b) a monthly basic pension commencing on the first day of the month coincident with or next following the DB Member's early retirement date, equal to:
  - (i) the pension calculated according to the formula in Section 6.01 based on the Credited Service accumulated to the DB Member's early retirement date and the Basic Benefit Rate in effect on that early retirement date;  
  
multiplied by,
  - (ii) the Early Retirement Reduction Factor applicable based on the DB Member's age on the DB Member's early retirement date;  
  
except that,
  - (iii) commencing with the payment due on the first day of the month coincident with or immediately following the DB Member's attainment of age 60, the Early Retirement Reduction Factor applicable to the DB Member's monthly basic pension shall be deemed to equal 1.00;  
  
and provided that,
  - (iv) the DB Member's pension is at least the Actuarial Equivalent of the deferred pension under Section 6.03(1)(a).
- (c) As required by the Income Tax Act, in no event shall the pension payable to a DB Member from the Plan in accordance with Section 6.03(1)(b) exceed an amount which is the deferred monthly pension payable to the member from the

Plan commencing on the DB Member's Normal Retirement Date in accordance with Section 6.03(1)(a), reduced by 1/4 of 1% for each month by which commencement of the DB Member's pension precedes the earliest of the day on which:

- (i) the DB Member attains the age of 60;
- (ii) the DB Member's age plus early retirement eligibility service, as defined by the Income Tax Act, would have equalled 80 years; or
- (iii) the DB Member would have completed 30 years of early retirement eligibility service, as defined by the Income Tax Act.

**(2) Bridging Pension**

In addition to the monthly basic pension, the DB Member shall receive a monthly bridging pension commencing on the first day of the month coincident with or next following the early retirement date and payable until and including the first day of the month following the month in which the DB Member attains age 65 or dies, whichever occurs first.

The DB Member's monthly bridging pension shall equal:

- (a) the Bridging Benefit Rate in effect on the DB Member's early retirement date;

multiplied by,

- (b) the lesser of the DB Member's Credited Service to the early retirement date and 30 years;

multiplied by,

- (c) the Early Retirement Reduction Factor applicable based on the DB Member's age on the early retirement date;

except that,

- (d) commencing with the payment due on the first day of the month coincident with or immediately following the DB Member's attainment of age 60, the Early Retirement Reduction Factor applicable to the DB Member's monthly bridging pension shall be deemed to equal 1.00.

**(3) Transition Pension**

No transition pension is payable to a DB Member under the provisions of Section 6.03.

**(4) Transfer of Commuted Value**

A DB Member who retires pursuant to Section 5.02 on or after October 1, 2013 may, in lieu of receiving monthly payment of the benefits described in Section 6.03(1), and (2), elect to transfer the Commuted Value of such benefits to one of the vehicles described in Section 8.03 (1)(a), (b) or (c). Such transfer shall be subject to the conditions in Section 8.03(2) and (3) if applicable.

**6.04 Early Retirement Pension - Early Retirement After "60 and 10" but Before "85 Points"**

If a DB Member retires pursuant to Section 5.02 and on the early retirement date, the DB Member is not entitled to the benefits described in Section 6.02 or 6.03 but the DB Member has attained age 60 and has completed 10 years of Credited Service, the DB Member is entitled to the following benefits described in Section 6.04(1), (2) and (3) or the transfer under Section 6.04(4):

**(1) Basic Pension**

The DB Member may elect to receive either:

- (a) a deferred monthly basic pension, commencing on the DB Member's Normal Retirement Date, calculated according to the formula in Section 6.01 based on the DB Member's Credited Service to that early retirement date and the Basic Benefit Rate in effect on that early retirement date; or
- (b) a monthly basic pension commencing on the first day of the month coincident with or next following the DB Member's early retirement date equal to:
  - (i) the pension calculated according to the formula in Section 6.01 based on the Credited Service accumulated to the DB Member's early retirement date and the Basic Benefit Rate in effect on that early retirement date;  
  
multiplied by,
  - (ii) the Early Retirement Reduction Factor applicable, based on the DB Member's age on the DB Member's early retirement date;  
  
provided that,
  - (iii) the DB Member's pension is at least the Actuarial Equivalent of the deferred pension under Section 6.04 (1)(a).
- (c) As required by the Income Tax Act, in no event shall the pension payable to a DB Member from the Plan in accordance with Section 6.04(1)(b) exceed an amount which is the deferred monthly pension payable to the member from the Plan commencing on the DB Member's Normal Retirement Date in accordance

with Section 6.04(1)(a), reduced by 1/4 of 1% for each month by which commencement of the DB Member's pension precedes the earliest of the day on which:

- (i) the DB Member attains the age of 60;
- (ii) the DB Member's age plus early retirement eligibility service, as defined by the Income Tax Act, would have equalled 80 years; or
- (iii) the DB Member would have completed 30 years of early retirement eligibility service, as defined by the Income Tax Act.

**(2) Bridging Pension**

In addition to the monthly basic pension, the DB Member shall receive a monthly bridging pension commencing on the first day of the month coincident with or next following the DB Member's early retirement date and payable until and including the first day of the month following the month in which the DB Member attains age 65 or dies, whichever occurs first.

The DB Member's monthly bridging pension shall equal:

- (a) the Bridging Benefit Rate in effect on the DB Member's early retirement date;  
  
multiplied by,
- (b) the lesser of the DB Member's Credited Service to the DB Member's early retirement date and 30 years;  
  
multiplied by,

- (c) the Early Retirement Reduction Factor applicable, based on the DB Member's age on the early retirement date.

**(3) Transition Pension**

No transition pension is payable to a DB Member under the provisions of Section 6.04.

**(4) Transfer of Commuted Value**

A DB Member who retires pursuant to Section 5.02 on or after October 1, 2013 may, in lieu of receiving monthly payment of the benefits described in Section 6.04(1), and (2), elect to transfer the Commuted Value of such benefits to one of the vehicles described in Section 8.03 (1)(a), (b) or (c). Such transfer shall be subject to the conditions in Section 8.03(2) and (3) if applicable.

**6.05 Early Retirement Pension - Early Retirement Before "60 and 10" or Before "85 Points"**

If a DB Member retires pursuant to Section 5.02 and on the DB Member's early retirement date, the DB Member is not entitled to the benefits described in Section 6.02, 6.03 or 6.04, the DB Member is entitled to the following benefits described in Section 6.05(1), (2) and (3) or the transfer under Section 6.05(4):

**(1) Basic Pension**

The DB Member may elect to receive either:

- (a) a deferred monthly basic pension, commencing on the DB Member's Normal Retirement Date calculated according to the formula in Section 6.01 based on the DB Member's Credited Service to that early retirement date and the Basic Benefit Rate in effect on that early retirement date; or

- (b) a monthly basic pension, commencing on the first day of any month on or following the DB Member's early retirement date up to the DB Member's Normal Retirement Date equal to the Actuarial Equivalent of the deferred monthly pension under Section 6.05(1)(a).
- (c) As required by the Income Tax Act, in no event shall the pension payable to a DB Member from the Plan in accordance with Section 6.05(1)(b) exceed an amount which is the deferred monthly pension payable to the member from the Plan commencing on the DB Member's Normal Retirement Date in accordance with Section 6.05(1)(a), reduced by 1/4 of 1% for each month by which commencement of the DB Member's pension precedes the earliest of the day on which:
  - (i) the DB Member attains the age of 60;
  - (ii) the DB Member's age plus early retirement eligibility service, as defined by the Income Tax Act, would have equalled 80 years; or
  - (iii) the DB Member would have completed 30 years of early retirement eligibility service, as defined by the Income Tax Act.

**(2) Bridging Pension**

No bridging pension is payable to a DB Member under the provisions of Section 6.05

**(3) Transition Pension**

No transition pension is payable to a DB Member under the provisions of Section 6.05



**(4) Transfer of Commuted Value**

A DB Member who retires pursuant to Section 5.02 on or after October 1, 2013 may, in lieu of receiving monthly payment of the benefits described in Section 6.05(1), elect to transfer the Commuted Value of such benefits to one of the vehicles described in Section 8.03 (1)(a), (b) or (c). Such transfer shall be subject to the conditions in Section 8.03(2) and (3) if applicable.

**6.06 Disability Pension**

If a DB Member retires pursuant to Section 5.04, the DB Member is entitled to the following benefits described in Section 6.06(1), (2) and (3):

**(1) Basic Pension**

A monthly basic pension commencing on the first day of the month coincident with or next following the DB Member's Disability Retirement Date, equal to:

The pension calculated according to the formula in Section 6.01 based on the Credited Service accumulated to the DB Member's Disability Retirement Date and the Basic Benefit Rate in effect on that Disability Retirement Date, reduced if the DB Member is not Totally and Permanently Disabled by 1/4 of 1% for each month by which commencement of the DB Member's pension precedes the earliest of the day on which:

- (i) the DB Member attains the age of 60;
- (ii) the DB Member's age plus early retirement eligibility service, as defined by the Income Tax Act, would have equalled 80 years; or
- (iii) the DB Member would have completed 30 years of early retirement eligibility service, as defined by the Income Tax Act.

**(2) Bridging Pension**

In addition to the monthly basic pension, the DB Member shall receive a monthly bridging pension commencing on the first day of the month coincident with or next following the Disability Retirement Date and payable until and including the first day of the month following the month in which the DB Member attains age 65 or dies, whichever occurs first.

The DB Member's monthly bridging pension shall equal:

- (a) the Bridging Benefit Rate in effect on the DB Member's Disability Retirement Date;  
  
multiplied by,
- (b) the lesser of the DB Member's Credited Service to the Disability Retirement Date and 30 years.

**(3) Transition Pension**

In addition to the monthly basic pension and the monthly bridging pension, a DB Member with 30 or more years of Credited Service and who files application for a Disability Retirement Pension within five years of the last day worked for the Company shall receive a monthly transition pension commencing on the first day of the month coincident with or next following the DB Member's Disability Retirement Date and payable until and including the first day of the month following the month in which the DB Member attains age 65 or dies, whichever occurs first.

The DB Member's monthly transition pension shall equal an amount which, when added to the DB Member's monthly basic pension, before the reduction referred to in Section 7.03(1)(a) or 7.04(1) is made, and the monthly bridging pension, equals the DB Member's Total Pension Amount.

A DB Member's monthly transition pension shall be reduced by \$1.00 for each \$1.00 of a DB Member's Earnings in a Plan Year which are in excess of the greater of \$22,000 or 50% of the YMPE for that Plan Year. Except where the Earnings were in respect of a rehabilitation program authorized by a Medical Practitioner.

**(4) Limitation of Disability Pension**

- a) Any DB Member receiving pension in accordance with the foregoing provisions of Section 6.06 may be required to submit to medical examination at any time during retirement prior to age 65, but not more often than semi-annually, to determine whether the DB Member is eligible for continuance of the Disability Retirement Pension. If on the basis of such examination it is found that the DB Member is no longer disabled or if the DB Member engages in gainful employment, except for purposes of rehabilitation as determined by the Company, the DB Member will be deemed recovered and the DB Member's Disability Retirement Pension will cease. In the event the DB Member refuses to submit to medical examination the Disability Retirement Pension will be discontinued until the DB Member is examined.
- b) Pension and bridging payments shall not be payable with respect to any period for which weekly sickness and accident benefits are payable to the DB Member under any plan to which the Company has contributed.

**6.07 Maximum Pension**

Notwithstanding any other provision of this Plan to the contrary, the annual pension payable for a DB Member's lifetime under the defined benefit provisions of this Plan in the form of pension elected by the DB Member, including a pension payable to a DB Member's Spouse

or former Spouse pursuant to Section 16 determined at the time of pension commencement, shall not exceed the DB Member's Credited Service, with Credited Service before January 1, 1992 limited to 35 years, multiplied by the lesser of:

- (a) the defined benefit limit for the year as defined under the Income Tax Act ; and
- (b) 2% of the DB Member's highest average compensation indexed to the year of commencement, as defined under the Income Tax Act.

reduced, if the pension commencement date precedes the earliest of the day on which:

- (c) the DB Member shall attain age 60;
- (d) the DB Member's age plus early retirement eligibility service, as defined by the Income Tax Act, would have equaled 80 years; or
- (e) the DB Member would have completed 30 years of early retirement eligibility service, as defined by the Income Tax Act; or
- (f) the date on which the employee becomes Totally and Permanently Disabled as defined in Section 2.33;

by 1/4 of 1% for each month by which the pension commencement date precedes that day.

If a DB Member of the Plan receives credit for Credited Service, in respect of all or a portion of a given year before 1990, and the credit received had not, on or before June 8, 1990, already been included as part of the DB Member's Credited Service, the portion of the DB Member's annual lifetime pension at the time of pension commencement in the form of pension elected by the member, resulting from such additional service credit shall be subject to the limits set out in this Section 6.07 with the limit outlined in Section 6.07(a) replaced with the greater of 2/3rds of such amount and \$1,150.

The provisions of Section 6.07(a) shall apply without such modification however, to the annual lifetime pension resulting from such additional service credits, if:

- (g) at any time before June 8, 1990 all or part of the given year in respect of which the additional service credits were received was considered to be pensionable service of the DB Member under a defined benefit provision of a registered pension plan; or
- (h) defined benefits had accrued to the member under a registered pension plan for a year prior to the given year in respect of which the additional service credits were granted, but had not accrued in the given year because the DB Member was disabled or on a leave of absence; or
- (i) before June 8, 1990, contributions were made by, or on behalf of, the DB Member under a money purchase provision of a registered pension plan in the given year in respect of which the additional service credits were granted; or
- (j) contributions were made by, or on behalf of, the DB Member to a deferred profit sharing plan in the given year in respect of which the additional service credits were granted.

The maximum annual lifetime pension payable to DB Member in the years following the year of pension commencement is the maximum pension described in this Section 6.07 increased in accordance with the Income Tax Act.

The limit set forth in this Section 6.07 does not apply to amounts attributable to a DB Member's excess contributions determined under Section 4.02.

## **6.08 Combined Bridge and Pension Maximum Benefit**

The annual pension payable to a DB Member under:

- (1) Section 6.02(2) and 6.02(3) in combination with the pension payable under Section 6.02(1); or

- (2) Section 6.03(2) in combination with the pension payable under Section 6.03(1); or
- (3) Section 6.04(2) in combination with the pension payable under Section 6.04(1),
- (4) Section 6.06(2) and 6.06(3) in combination with the pension payable under Section 6.06(1),

provided in respect of a DB Member's Credited Service after December 31, 1991, shall not exceed (a) plus (b) as follows:

- (a) the defined benefit limit for the year as defined under the Income Tax Act multiplied by the DB Member's Credited Service after December 31, 1991; plus
- (b) 1/35th of 25% of the average of the YMPE for the year of retirement and each of the two immediately preceding years, multiplied by the DB Member's Credited Service after December 31, 1991, to a maximum of 35 years.

#### **6.09 Reduction of Benefits**

The Plan may, at any time, be amended by mutual agreement between the Company and the Union, to reduce the benefits provided under this Section 6 where such action is required to avoid the revocation of registration of the Plan under the Income Tax Act, subject to the approval of the Superintendent of Financial Services of Ontario.

#### **6.10 Small Benefit Commutation**

If the annual basic pension payable at the DB Member's Normal Retirement Date is not more than 4% of the YMPE in the year of the DB Member's retirement, or if the Commuted Value of the DB Member's benefits under the defined benefit provisions of the Plan are less than 20% of the YMPE in the year of the DB Member's termination, or such other amount as may be prescribed under the Pension Benefits Act, the DB Member shall receive a lump sum payment equal to the Commuted

Value of the DB Member's pension or deferred pension in full discharge of all defined benefit obligations under the Plan. Such lump sum shall be paid in cash, subject to income tax withholding or the DB Member may direct payment of the lump sum into a registered retirement savings plan.

#### **6.11 Excess Prior Plan Account Balance**

This section left intentionally blank.

#### **6.12 Maximum Bridging Pension**

The annual bridging pension provided in respect of a DB Member's Credited Service shall not exceed, in the year of the DB Member's pension commencement, (1) as adjusted by (2) as follows:

- (1) an amount equal to the sum of the maximum annual benefit payable under the Canada Pension Plan as if the DB Member were age 65 as at the DB Member's pension commencement date and the maximum annual Old Age Security benefit that would be payable, if the DB Member were age 65 as at his pension commencement date. For this purpose, the Canada Pension Plan benefit shall not exceed the maximum Canada Pension Plan benefit for the year of the DB Member's pension commencement, multiplied by the ratio (not to exceed 1) of the total of the DB Member's highest three calendar years of earnings with the Company to the total of the YMPE for those three calendar years;
- (2) the maximum bridge benefit described in paragraph (1) above shall be reduced by the minimum amount required by the Income Tax Act, which is a proportional reduction in the case of a DB Member who has completed less than 10 years of Credited Service at the pension commencement date, and a further reduction of 1/4 of 1% for each month by which the commencement date of the bridge benefit precedes the date that the DB Member will attain age 60. However, the age and Service restrictions in this Section 6.12 do not apply to the maximum

bridging benefits payable to a DB Member who retires as a result of being Totally and Permanently Disabled.

For purposes of this Section 6.12, the annual bridging pension shall be defined as the amount, if any, by which the total annual pension payable under the Plan in the year of the DB Member's pension commencement exceeds the annual basic pension at such time calculated pursuant to Section 6 using an Early Retirement Reduction Factor of 1.00

## **Section 7. FORM OF PENSION BENEFITS**

### **7.01 Pension Calculation According to Normal Form**

The amount of monthly basic pension provided under Section 6.01, 6.02(1), 6.03(1), 6.04(1), 6.05(1) or 6.06(1) is calculated according to the normal form of pension and is payable in that normal form of pension unless the automatic form of pension applies, or the DB Member elects an optional form of pension.

### **7.02 Normal Form of Pension**

The normal form of pension is an annuity payable in monthly installments for the life of the DB Member with the last installment made for the first day of the month in which the DB Member's death occurs.

### **7.03 Joint and Survivor Pension**

#### **(1) Automatic Form of Pension for a DB Member With a Spouse**

Subject to Section 7.03(2), for a DB Member who has a Spouse on the date on which pension payments commence, the DB Member's monthly basic pension must be paid as a joint and survivor annuity, which is the automatic form of pension, in accordance with the following provisions.

##### **(a) For DB Members Receiving a Pension Under Sections 6.01, 6.04, 6.05 or 6.06**



For a DB Member who retires on their Normal Retirement Date and is receiving a monthly basic pension under Section 6.01 or who retires on an early retirement date and is receiving a monthly basic pension under Section 6.04(1), 6.05(1) or 6.06(1), the monthly basic pension payable to the DB Member in the automatic form of pension is payable in monthly installments of a reduced amount while both the DB Member and Spouse are alive.

The reduction to the DB Member's monthly basic pension, referred to above, is calculated based on the amount of the DB Member's monthly basic pension that would otherwise be payable to the DB Member, at the time the pension commences in the normal form of pension under Section 7.02. The reduction shall equal 5% if the age of the DB Member and Spouse do not differ by more than five years or ten years if the DB Member breaks Seniority on or after October 1, 2004. If the Spouse is more than five years younger than the DB Member or ten years in the case that Seniority broke after October 1, 2004, the reduction shall equal 5% plus an additional 1/2% for each complete year in excess of five or ten years by which the Spouse is younger than the DB Member.

If the Spouse is more than five years older than the DB Member or ten years if the DB Member breaks Seniority on or after October 1, 2004, the reduction shall equal 5% minus an additional 1/2% for each complete year in excess of the five or ten years by which the Spouse is older than the DB Member, however, not to result in a reduction of less than 0%.

In the event that the DB Member predeceases Spouse once pension

payments have commenced to be paid, the DB Member's Spouse shall receive a monthly pension for the DB Member's Spouse's remaining lifetime equal to 60% or 66 <sup>2</sup>/<sub>3</sub>% if the DB Member breaks Seniority on or after October 1, 2004 of the monthly basic pension that had been paid to the DB Member at the time of death.

In the event that the DB Member's Spouse predeceases the DB Member once pension payments have commenced to be paid, the reduction made to the DB Member's monthly basic pension, pursuant to the foregoing provisions of Section 7.03(1)(a), shall be added back to the DB Member's basic monthly pension commencing with the payment made for the first day of the month following the Spouse's death and the DB Member's resulting monthly basic pension shall continue to be paid to the DB Member for the DB Member's remaining lifetime.

**(b) For DB Members Receiving a Pension Under Sections 6.02 or 6.03**

For a DB Member who retires on an early retirement date and is receiving a monthly basic pension under Section 6.02(1) or 6.03(1), the monthly basic pension payable to the DB Member in the automatic form of pension is payable in monthly installments of a reduced amount while both the DB Member and Spouse are alive.

The reduction to the DB Member's monthly basic pension, referred to above, is calculated based on the amount of the DB Member's monthly basic pension that would otherwise be payable to the DB Member in the normal form of pension under Section 7.02 after re-determination of such monthly basic pension in

accordance with 6.02(1)(b)(iii) or 6.03(1)(b)(iii). The reduction shall equal 5% if the age of the DB Member and Spouse do not differ by more than five years or ten years if the DB Member breaks Seniority on or after October 1, 2004. If the Spouse is more than five years younger than the DB Member or ten in the case that Seniority broke after October 1, 2004, the reduction shall equal 5% plus an additional 1/2% for each complete year in excess of the five or ten years by which the Spouse is younger than the DB Member. If the Spouse is more than five years older than the DB Member or ten years if the DB Member breaks Seniority on or after October 1, 2004, the reduction shall equal 5% minus an additional 1/2% for each complete year in excess of the five or ten years by which the Spouse is older than the DB Member, however, not to result in a reduction of less than 0%.

In the event that the DB Member predeceases the Spouse once pension payments have commenced to be paid, the DB Member's Spouse shall receive a monthly pension for the DB Member's remaining lifetime equal to 60% or  $66\frac{2}{3}\%$  if the DB Member breaks Seniority on or after October 1, 2004 of the reduced monthly basic pension that would have been payable to the DB Member after redetermination of such monthly basic pension in accordance with Section 6.02(1)(b)(iii) or 6.03(1)(b)(iii).

In the event that the DB Member's Spouse predeceases the DB Member once pension payments have commenced to be paid, the reduction made to the DB Member's monthly basic pension, pursuant to the foregoing provisions of Section 7.03(1)(b), shall be added back to the DB Member's basic monthly pension

commencing with the payment made for the first day of the month following the Spouse's death and the DB Member's resulting monthly basic pension shall continue to be paid for the DB Member's remaining lifetime.

**(2) Waiver of Automatic Form of Pension**

A DB Member who has a Spouse may elect to receive a basic pension in the normal form of pension under Section 7.02 or in an optional form of pension under Section 7.04 if:

- (a) the DB Member delivers to the Company, within the 12 month period immediately preceding the date upon which payment of the pension is to commence, the written waiver of the DB Member and the DB Member's Spouse in the form prescribed under the Pension Benefits Act; and
- (b) this waiver is not revoked by the DB Member and the DB Member's Spouse prior to the commencement of the pension.

**7.04 Optional Forms of Pension**

- (1)** In lieu of the normal form of pension payable under Section 7.02, or the automatic form of pension under Section 7.03, a DB Member without a Spouse at the time of pension commencement or a DB Member with a Spouse who has invoked Section 7.03(2), may elect in writing, not less than 30 days prior to commencement of his pension payments, to have his monthly basic pension paid in one of the following optional forms of pension.

The amount of a DB Member's monthly basic pension payable in an optional form of pension provided for in this Section 7.04(1), after any applicable reductions for early retirement, shall be a reduced amount and is determined so that the resulting monthly basic pension payable to the DB Member with the applicable guarantee period, shall be Actuarially Equivalent to the monthly basic pension payable under Section 7.02.

The optional forms of payment are as follows:

(a) Life – Guaranteed 5 Years

A monthly basic pension payable for the lifetime of the DB Member. In the event of the death of the DB Member prior to the DB Member receiving 60 monthly payments, the remainder of such unpaid guaranteed monthly payments shall be paid to the DB Member's Beneficiary or, if the Beneficiary so elects, the Commuted Value of the remaining unpaid guaranteed payments shall be paid in lump sum to the Beneficiary.

(b) Life – Guaranteed Ten Years

A monthly basic pension payable for the lifetime of the DB Member. In the event of the death of the DB Member prior to the DB Member receiving 120 monthly payments, the remainder of such unpaid guaranteed monthly payments shall be paid to the DB Member's Beneficiary or, if the Beneficiary so elects, the Commuted Value of the remaining unpaid guaranteed payments shall be paid in lump sum to the Beneficiary.

(c) Life – Guaranteed Fifteen Years

A monthly basic pension payable for the lifetime of the DB Member. In the event of the death of the DB Member prior to

the DB Member receiving 180 monthly payments, the remainder of such unpaid guaranteed monthly payments shall be paid to the DB Member's Beneficiary or, if the Beneficiary so elects, the Commuted Value of the remaining unpaid guaranteed payments shall be paid in lump sum to the Beneficiary.

- (2) The following conditions apply to the optional forms of pension.
  - (a) The monthly basic pension payable to a DB Member after the adjustment pursuant to Section 7.04(1) shall be subject to redetermination pursuant to Section 6.02(1)(b)(iii) or Section 6.03(1)(b)(iii) to the same extent as if such adjustment had not been applied, except that the amount on redetermination shall be reduced by the same percentage reduction that is applied to the DB Member's initial monthly basic pension pursuant to Section 7.04(1).
  - (b) The monthly basic pension payable to a Beneficiary for the remainder of a guarantee period following the DB Member's death shall be the amount of the DB Member's monthly basic pension that would have been payable to the DB Member had the DB Member remained alive, except that the monthly basic pension payable to a Beneficiary of a DB Member whose basic monthly pension is subject to redetermination pursuant to Section 6.02(1)(b)(iii) or Section 6.03(1)(b)(iii) shall be based on the monthly basic pension that would have been payable to such DB Member after redetermination. Notwithstanding the preceding provisions of this paragraph (b), the amount of pension payable to a Beneficiary of a DB Member at any time shall not exceed the sum of the basic pension plus bridging pension plus

transition pension that would have been payable to the DB Member had the DB Member been alive at that time.

- (c) If a Beneficiary, as a result of a DB Member's death, is entitled to remaining unpaid guaranteed monthly basic pension payments under the Plan as referred to in Section 7.04(1) and if the Beneficiary dies before receiving all the unpaid guaranteed payments due to the Beneficiary, the Commuted Value of the remaining unpaid guaranteed payments shall be paid in a lump sum to the Beneficiary's estate, provided the Beneficiary had not already received a Commuted Value payment as described in Section 7.04(1)(a), (b) or (c).

#### **7.05 Small Benefit Commutation**

If the annual pension payable to a surviving Spouse pursuant to Section 7.03 following the death of a DB Member is not more than 4% of the YMPE in the year of the DB Member's retirement, or if the Commuted Value of the survivor pension is less than 20% of the YMPE in the year of the DB Member's death, or such other amount as may be prescribed under the Pension Benefits Act, the Spouse shall receive a lump sum payment equal to the Commuted Value of the survivor pension in full discharge of all defined benefit obligations under the Plan. Such lump sum shall be paid in cash, subject to income tax withholding or the Spouse may direct the payment of the lump sum into a registered retirement savings plan.

### **Section 8. TERMINATION BENEFITS**

#### **8.01 Deferred Pension on Termination**

A DB Member who terminates employment, for any reason other than death or retirement is entitled to receive a deferred pension, commencing at the DB Member's Normal Retirement Date, calculated according to the formula in Section 6.01 based on his Credited Service to the date the DB Member's

employment terminates and the Basic Benefit Rate in effect on the date the DB Member's employment terminates.

## **8.02 Early Commencement of Deferred Pension**

A DB Member who terminates employment, for any reason other than death or retirement before attaining age 55 may elect to commence receiving this pension on the first day of any month coincident with or following the DB Member's attainment of age 55 and prior to the DB Member's Normal Retirement Date. The amount of this pension shall be the Actuarial Equivalent of the deferred pension otherwise commencing on the DB Member's Normal Retirement Date.

In no event however, shall the pension payable to the DB Member from the Plan under the preceding provisions of this Section 8.02 exceed the pension otherwise commencing on the DB Member's Normal Retirement Date reduced by 1/4 of 1% for each month by which commencement of the DB Member's pension precedes the earliest of the day on which:

- (1) the DB Member attains age 60;
- (2) the DB Member's age plus early retirement eligibility service, as defined by the Income Tax Act would have equalled 80 years; or
- (3) the DB Member would have completed 30 years of early retirement eligibility service, as defined by the Income Tax Act.

## **8.03 Transfer of Value of Deferred Pension**

- (1) Subject to Sections 8.03(2) and (3), a DB Member who terminates employment, for any reason other than death or retirement, may elect to have the Commuted Value of the deferred pension to which the DB Member is entitled under Section 8.01(2), with Credited Interest:
  - (a) transferred to another registered pension plan, provided that the administrator of



that pension plan agrees to accept the transfer;

- (b) transferred to a registered retirement savings plan as prescribed in the Pension Benefits Act; or
- (c) applied to purchase a deferred life annuity from an insurance company licensed to transact business in Canada provided payment of the annuity will not commence before the earliest date on which the DB Member was entitled to retire under the Plan.

Upon such a transfer or purchase, the DB Member will cease to be a DB Member and will have no further entitlement under the defined benefit provisions of the Plan.

- (2) The Company shall not permit a transfer or purchase under Section 8.03(1) unless the Company is satisfied that:
  - (a) the transfer or purchase is in accordance with the Pension Benefits Act;
  - (b) any restrictions in the Pension Benefits Act with regard to the solvency of the Plan have been met; and
  - (c) the transfer complies with the requirements of the Income Tax Act.
- (3) Amounts transferred in accordance with Section 8.03(1)(a) to a defined contribution provision of a registered pension plan and amounts transferred in accordance with Section 8.03(1)(b) shall not exceed the maximum amount prescribed under the Income Tax Act, and the excess of the Commuted Value, plus Credited Interest, if any, over the amount transferred shall be paid to the DB Member as permitted by the Income Tax Act and the Pension Benefits Act.

#### **8.04 Small Benefit Commutation**

If the annual pension payable at the DB Member's Normal Retirement Date is not more than 4% of the YMPE in the year of the DB Member's termination of employment, or if the Commuted Value of the DB Member's benefits under the defined benefit provisions of the Plan are less than 20% of the YMPE in the year of the DB Member's termination, or such other amount as may be prescribed under the Pension Benefits Act, the DB Member shall receive a lump sum payment equal to the Commuted Value of that DB Member's pension or deferred pension in full discharge of all defined benefit obligations under the Plan. Such lump sum shall be paid in cash, subject to income tax withholding or the DB Member may direct payment of the lump sum into a registered retirement savings plan.

#### **8.05 Excess Prior Plan Account Balance**

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#### **8.06 Involuntary Termination**

If the Company terminates the employment of a DB Member on or after July 1, 2012 (in circumstances that qualify as an "activating event" under section 74 of the Pension Benefits Act), after the DB Member's age plus years of service or Plan membership equals at least 55, then the DB Member is entitled to receive an unreduced pension benefit commencing at Normal Retirement Date pursuant to Section 8.01 or:

- (1) the DB Member may elect to retire on the date he would have met the conditions in Section 6.02, 6.03 or 6.04 if the DB Member had remained in service until such date, in which case the DB Member shall receive a basic pension determined in accordance with Section 6.02, 6.03 or 6.04 as applicable depending on the retirement date chosen by the DB Member;
- (2) a bridging pension payable in accordance with Sections 6.02(2), 6.03(2) and 6.04(2), depending on the retirement date chosen by the DB Member under (1) above; and

- (3) a transition pension in accordance with Section 6.02(3) if the DB Member was eligible for early retirement under Section 6.02 and elected to retire on that date.

A DB Member who is eligible to retire pursuant to this Section 8.06 may, in lieu of receiving monthly payment of the benefits described in Section 8.06(1), (2) and (3), elect to transfer the Commuted Value of such benefits to one of the vehicles described in Section 8.03 (1)(a), (b) or (c). Such transfer shall be subject to the conditions in Section 8.03(2) and (3) if applicable.

The benefits payable pursuant to this Section 8.06 shall be based on the DB Member's Credited Service to the date his employment terminates and the Basic Benefit Rate, Bridging Benefit Rate and Total Pension Amount in effect on the date of his termination of employment.

## **Section 9. DEATH BENEFITS**

### **9.01 Death Before Pension Commencement**

#### **(1) Death Benefit Amount**

If a DB Member dies before pension commencement a death benefit is payable in an amount equal to the Commuted Value of the immediate basic pension or the deferred pension the DB Member would have been entitled to receive from the Plan in accordance with Section 6.02, 6.03, 6.04 or 8.01 had the DB Member's employment terminated on the day immediately preceding the date of death.

#### **(2) Death Benefit Payable to Spouse**

The death benefit payable under Section 9.01(1) is payable to the DB Member's Spouse unless the Spouse has completed and filed a waiver in the prescribed form.

The Spouse may elect to receive the benefit described in Section 9.01(1) in either of the following forms:

- (i) a transfer to the Spouse's registered retirement savings plan;
- (ii) a lump sum cash payment; or
- (iii) an annuity payable for the Spouse's lifetime, as may be provided by the amount in 9.01 (1), commencing at any time prior to the end of the calendar year in which the Spouse attains age 69 or, if later, within one year after the death of the DB Member, or such other time as is acceptable under the Income Tax Act.

If the Spouse fails to make an election within 90 days of being advised of the entitlement under this Section, the Spouse will be deemed to have elected an immediate annuity under Section 9.01(2)(iii)

**(3) Death Benefit Payable to Non-Spouse Beneficiary**

If the DB Member does not have a Spouse at the date of death or the Spouse has waived the Spouse's entitlement in accordance with Section 9.01(2), the death benefit payable under Section 9.01(1) is payable in a lump sum to the DB Member's Beneficiary in accordance with Section 9.01(2)(ii). However, if the DB Member's Beneficiary is a former Spouse, the former Spouse may elect to receive the death benefit in accordance with the option described in Section 9.01(2)(i).

**9.02 Death Benefit After Commencement of Pension**

Any death benefit payable upon the death of a DB Member who has commenced to receive his pension is determined in accordance with the form of the pension being paid to the DB Member pursuant to Section 7.

**9.03 Excess Prior Plan Account Balance**

This section left intentionally blank.

**Section 10. Adhoc Adjustments**

**10.01 Post Retirement Adhoc Adjustment for Employees Who Retired With Benefits Payable Commencing Prior to October 1, 2007**

- (1) An employee who retired and is receiving a pension under the Pension Plan with benefits payable commencing prior to October 1, 2007, or the eligible surviving spouse of such an employee, shall be entitled to the benefits, if any, under the Plan as it existed immediately prior to such date except that:

Effective October 1, 2007, the basic benefit rate shall be increased by an amount as provided in the table below:

<b>Date of Retirement</b>	<b>Amount of Basic Benefit Rate Increase</b>
October 1, 1993 through September 1, 1999	\$2.00
October 1, 1999 through September 1, 2007	\$1.00

This ad hoc increase will be included in base for future Post Retirement increases.

**Section 11. DEFINED CONTRIBUTION PROVISIONS**

**11.01 Purpose**

This Section contains the defined contribution provisions of the Plan and it applies to all DC Members in respect of their participation under the defined contribution provisions of the Plan. A reference to a DC Member in this Section 11 means an Employee who is, or has, accrued defined contributions under this Section.

## **11.02 Financing**

### **(a) Defined Contribution Accounts**

The Company shall direct the Funding Agent to establish a Defined Contribution Account for each DC Member covered by this Section comprised of all contributions made under the terms of this Section by the DC Member and by the Company in respect of the DC Member, adjusted by any investment gains or losses net of fees and charges that may be allocated in determining gains and losses, and reduced by all fees and expenses that are charged to the account.

### **(b) Investment of Defined Contribution Accounts**

The Company shall determine the investment options available for Defined Contribution Accounts and may modify such options from time to time as it considers appropriate. Each DC Member covered by this Section may direct the investment of his or her Defined Contribution Account in one or more of the investment options made available under the terms of the Funding Agreement, subject to the terms of the Funding Agreement and/or any rules prescribed by the Company, including those relating to the default investments for any DC Member who fails to submit instructions concerning the investment of his Defined Contribution Account. A DC Member with a Defined Contribution Account may change investment selections with such frequency as may be permitted by the Company or provided under the terms of the applicable Funding Agreement. In the absence of directions provided by the DC Member, the DC Member's Defined Contribution Account shall be invested in such default investment option as may be determined by the Company from time to time and as may be changed by the Company from time to time.

The investment earnings, gains and losses arising within each investment option for Defined Contribution Accounts shall be determined in accordance with the terms of the Funding Agreement and allocated to the Defined Contribution Accounts no less frequently than monthly.

(c) Fees and Expenses

All fees and expenses in connection with the investment of the Defined Contribution Accounts and the defined contribution provisions of this Section including without limitation investment management fees, investment counsel fees, brokerage fees, commissions and transfer taxes, shall be paid by way of adjustment to the net investment returns of the respective Defined Contribution Accounts, subject to the provisions of the Funding Agreement.

All fees and expenses in connection with the operation and administration of the Defined Contribution Accounts and the defined contribution provisions of this Section, including without limitation, set up fees, record-keeping, plan and account information updates and statements, transaction records, and custodial fees will be the responsibility of the Company

Any fees related to a specific transaction initiated by a DC Member or former DC Member, including penalty fees, shall be deducted from his Defined Contribution Account, in accordance with the terms of the Funding Agreement.

(d) Use of Defined Benefit Surplus for DC Contributions

At the discretion of the Company, and subject to the Pension Benefits Act, and in lieu of cash contributions to Defined Contribution Accounts, the Company may use surplus from the Defined Benefit Account, to satisfy the Company's contribution requirements, in whole or in part, under Section 11.03(a) (c) or (d) of this Section.

(e) Limited Obligation

The obligation of the Company with respect to the funding of benefits under this Section is limited to the obligation to remit contributions pursuant to Section 11.03. This Section does not constitute any guarantee by the Company as to the sufficiency of a Defined Contribution Account or the investment returns earned in the Defined Contribution Account of a DC Member,

or to the sufficiency of the amount of the benefit which will be payable to or in respect of the employee upon his retirement, termination or death.

### **11.03 Contributions**

#### **(a) DC Company Contributions**

The Company shall make contributions on behalf of each DC Member covered by this Section at the rate of 4.0% of the DC Member's DC Pensionable Earnings, for allocation to the DC Member's Defined Contribution Account. The Company contributions shall be calculated for each compensated hour worked by the DC Member, to a maximum of 2080 hours in a calendar year.

#### **(b) DC Member Contributions**

A DC Member covered by this Section shall make contributions at the rate of 4.0% of the DC Member's DC Pensionable Earnings by way of payroll deduction for allocation to the DC Member's Defined Contribution Account. The contributions shall be calculated for each compensated hour worked by the DC Member, to a maximum of 2080 hours in a calendar year.

#### **(c) Optional Contributions**

A DC Member may elect to contribute an additional 1.0% of DC Pensionable Earnings by way of payroll deduction for allocation to the DC Member's Defined Contribution Accounts, up to a maximum of 2080 hours per year. The Company will contribute an additional 2.0% of the DC Member's DC Pensionable Earnings for allocation to the DC Member's Defined Contribution Account for any period that the DC Member makes such optional contributions.

A DC Member may elect to contribute to make optional contribution under this Section 11.03(c) subject to such time limitations as the Company may impose. A DC Member who fails to make such election shall be deemed to have elected to make no such contributions. A DC Member who is making optional contributions may revoke the election at any time subject to such time



limitations as the Company may impose. A DC Member who is not making optional contribution may elect to begin to contribute at any time subject to such time limitations as the Company may impose. Any change, election or revocation shall be effective on the first day of the next payroll period, subject to any time limitations imposed by the Company.

(d) Contributions During Leaves and Absences

A DC Member may elect to make contributions in accordance with Section 11.03(b), and (c) if applicable, during:

- (i) a statutory leave taken under Part XIV of the Ontario Employment Standards Act, to the extent required under that statute;
- (ii) an absence from work while the DC Member is in receipt of benefits under the Workers Safety Insurance Board due to occupational injury or disease incurred during the course of such DC Member's employment with the Company, not exceeding the maximum period required for continuation of pension contributions under the Workplace Safety and Insurance Act;
- (iii) a period of union leave;
- (iv) a period of approved disability leave where the DC Member is receiving Sickness and Accident benefits, to a maximum of 2080 hours for each sickness and accident claim; and
- (v) a period of layoff if the DC Member is eligible to apply for supplementary unemployment benefits during such period, to a maximum of 2080 hours for a single continuous period of layoff.

The Company shall continue to make monthly contributions in accordance with Section 11.03(a), and (c) if applicable, in respect of a DC Member for any period when the DC Member makes contribution pursuant to this Section 11.03(d). Such contributions shall be calculated based on the straight-time base wage earnings only, to a maximum of 40 hours per week, that the DC Member would have received if he was actively

at work. Contributions shall not be based on more than 2080 hours in any year.

DC Company Contributions and DC Member Contributions shall cease during all other periods of unpaid leave or absence not referenced in this Section 11.03(d).

(e) Timing of Contributions

DC Company Contributions shall be paid and allocated to a DC Member's Defined Contribution Account within 30 days following the end of the month for which such contributions are made.

DC Member Contributions shall be paid and allocated to the DC Member's Defined Contribution Account within 30 days following the end of the month in which the DC Member contributions are withheld.

(f) Maximum Contribution Limit

Notwithstanding any other provision of this Section 11.03, the total of all contributions made or allocated to a DC Member's Defined Contribution account for any calendar year shall not exceed the lesser of:

- (i) the money purchase limit for the year; and
- (ii) 18% of the DC Member's compensation for the year, and for the purposes of this provision, "money purchase limit" has the meaning given to that term under the Income Tax Act.

In addition, the limits respecting "prescribed compensation" under the Income Tax Act shall apply for contributions made during a period in which the DC Member does not receive compensation, other than when the employee is "disabled" as defined under the Income Tax Act. In no event shall the contributions made in a calendar year to a DC Member's Defined Contribution Account result in a pension adjustment or any other limits being exceeded, as required by the Income Tax Act.

#### **11.04 Repayment of Excess Contributions**

If the total contributions to a Defined Contribution Account in respect of a DC Member for a calendar year exceed the limit set out in Section 11.03 or otherwise cause the Plan's registration to be revocable under the Income Tax Act, such contributions shall be returned to the Company and DC Member, in proportion to the contributions made by each during the year, subject to conditions and approval procedures under Pension Benefits Act. Upon such repayment, the balance of the DC Member's Defined Contribution Account shall be adjusted accordingly. Any repayments required by this Section shall be made no later than the last day of February in the year following the calendar year in which the excess arose.

#### **11.05 Retirement Benefits**

(a) Amount of Benefit

A DC Member who retires on, before or after his Normal Retirement Date may elect to:

- (i) transfer the balance of his Defined Contribution Account to purchase an annuity from an insurance company licensed to carry on business in Canada;
- (ii) transfer the balance of his Defined Contribution Account to another registered pension plan, provided that the administrator of the other plan permits the transfer; or
- (iii) transfer the balance of his Defined Contribution Account to a life income fund, a locked-in retirement account, or such other retirement savings vehicle as prescribed under the Pension Benefits Act.

If a DC Member who has not yet attained age 55 on termination of employment fails to elect to transfer pursuant to (i), (ii) or (iii) above, within the timeframe prescribed by the Pension Benefits Act, then the Company may arrange to transfer the balance of his Defined Contribution Account to a locked-in retirement

account in his name which is outside the Plan but with the same Funding Agent or may settle the DC Member's entitlement in any other way permitted by the Pension Benefits Act. In no case shall the Company, nor any of its officers, directors or employees be liable in any way as a result of the transfer or any other settlement made by the Company. Upon any such transfer or purchase pursuant to this Section 11.05, the DC Member shall have no further rights or entitlement under this Section 11.

A DC Member who has attained age 55 on termination of employment may elect to leave his Defined Contribution Account in the Plan until no later than the end of the year in which he attains age 71. That DC Member may elect to transfer the balance of his Defined Contribution Account pursuant to (i), (ii) or (iii) above any time following termination of employment, but if the DC Member has not elected a transfer by the end of the year in which he attains age 71, then the Company may arrange to transfer the balance of his Defined Contribution Account as described in the preceding paragraph.

#### **11.06 Form of Annuity**

##### (a) Normal Form of Annuity

If a DC Member's Defined Contribution Account is transferred to purchase an annuity from an insurance company pursuant to Section 11.05 or 11.07, the normal form of annuity shall be a benefit payable in equal monthly instalments for the lifetime of the DC Member.

##### (b) Automatic Normal Form for Employee with a Spouse

Notwithstanding Section 11.05 above, if the DC Member has a Spouse on the date on which annuity payments commence to be paid, the annuity must be paid as a joint and survivor annuity payable in equal monthly instalments for the life of the DC Member and payable after the DC Member's death to the Spouse for the Spouse's life in monthly instalments equal to at least 60% of the amount the DC Member was receiving immediately before his death. This requirement shall

not apply if the DC Member and his Spouse complete the prescribed form of waiver under the Pension Benefits Act within the timeframe prescribed by the Pension Benefits Act prior to the date the annuity payments commence, and file the completed form with the insurance company that provides the annuity.

(c) Optional Forms

Subject to the availability of optional forms from an insurance company licensed to carry on business in Canada, and subject to the Income Tax Act and the Pension Benefits Act, a DC Member may elect to purchase his retirement annuity or deferred retirement annuity in a form other than those set out under Sections 11.06(a) and 11.06(b), subject to the requirement to provide a prescribed form of waiver if the provisions of Section 11.06(b) apply.

**11.07 Termination**

If a DC Member breaks seniority for any reason other than death or retirement, he is entitled to transfer the balance of his Defined Contribution Account as provided in Section 11.05.

If a DC Member fails to elect to transfer pursuant to Section 11.05, within 90 days of receiving his termination statement from the Company, then the Company may settle the DC Member's entitlement in accordance with the default under Section 11.05. Any annuity resulting from the transfer of the DC Member's Defined Contribution Account shall be payable in accordance with Section 11.06. In no case shall the Company, nor any of its officers, directors or employees be liable in any way as a result of the transfer or any other settlement made by the Company.

Upon any such transfer or purchase pursuant to this Section, the DC Member shall cease to be an employee and shall have no further rights or entitlement under this Section 11.

**11.08 Death Benefits**

(a) Pre-Retirement Death Benefit

If a DC Member dies before electing a transfer of his Defined Contribution Account in accordance with either Section 11.05 or Section 11.07, then a pre-retirement death benefit shall be paid to the surviving Spouse of the DC Member equal to the balance of his Defined Contribution Account.

(b) Form of Pre-Retirement Death Benefit

The surviving Spouse of a DC Member may elect to have the death benefit in Section 11.08(a) payable in one of the following forms:

- (i) a lump sum payment, subject to withholding taxes as required by law;
- (ii) an annuity purchased from an insurance company licensed to carry on business in Canada payable for the Spouse's lifetime in such amount as may be provided by (i) above, commencing at any time prior to December 31 of the calendar year in which the spouse attains age 71 (or such other date as permitted under the Income Tax Act); or
- (iii) a direct transfer of the lump sum amount to the Spouse's registered retirement savings plan, registered retirement income fund or to the Spouse's registered pension plan if the administrator of the plan accepts such transfer.

If the Spouse fails to make an election within 90 days of being advised of the optional forms of settlement available under this Section, then, except as provided in the following paragraph, the Spouse shall be deemed to have elected an immediate annuity under (ii).

If before his death the DC Member had terminated employment and elected to leave his Defined Contribution Account in the Plan then the surviving Spouse may elect to leave the Defined Contribution Account in the Plan until no later than the end of the year in which she attains age 71. The Spouse may elect to transfer the balance of the Defined Contribution Account pursuant to (i), (ii) or (iii) above any time following the death of the DC Member, but if the Spouse has not elected a transfer by the end of the year in which

she attains age 71, then the Company shall arrange to transfer the balance of the Defined Contribution Account to purchase an immediate annuity.

(c) Waiver of Pre-Retirement Death Benefit

A Spouse of a DC Member may waive entitlement to the pre-retirement death benefit payable under Section 11.08(a) by completing and filing a waiver with the Company in the form and manner prescribed under the Pension Benefits Act. In such case, the pre-retirement death benefit shall be payable as if the DC Member had no Spouse on his date of death.

(d) Payment to Beneficiary

If a DC Member does not have a Spouse at time of death, or if the Spouse has waived his entitlement to the death benefit in accordance with Section 11.08(c), then the pre-retirement death benefit payable under Section 11.08(a) shall be paid to the Beneficiary or, if none, to the estate of the DC Member, in a lump sum, subject to withholding taxes required by law.

**11.09 Small Balance Unlocking**

If the balance of a DC Member's Defined Contribution Account is less than 20% of the YMPE in the year of the DC Member's termination, or such other amount as may be prescribed under the Pension Benefits Act, the DC Member shall receive a lump sum payment equal to the balance of that account in full discharge of all defined contribution obligations under the Plan. Such lump sum shall be paid in cash, subject to income tax withholding or the DC Member may direct payment of the lump sum into a registered retirement savings plan.

**Section 12. DESIGNATION OF BENEFICIARY**

**12.01 Designation of Beneficiary**

A DB Member may designate, by written notice delivered to the Company, and a DC Member may designate by written notice delivered to the Funding Agent, a Beneficiary to receive any benefits payable to a Beneficiary on the death of the Member. This

designated Beneficiary will receive pre-retirement death benefits, if at the time of death the Member:

- (1) does not have a Spouse, or
- (2) was living separate and apart from the Spouse, or
- (3) with the Spouse, had jointly waived the Spouse's entitlement to a survivor benefit.

A Member may revoke or amend such designation by written notice delivered to the Company at any time, subject to any applicable laws governing the designation of beneficiaries.

#### **12.02 No Beneficiary**

If, at the time of death, a Member does not have a Spouse, or was living separate and apart from the Spouse or the Member's Spouse had waived entitlement to a survivor benefit and the Member fails to validly designate a Beneficiary, or if the Beneficiary predeceases the Member, any benefits payable to the Member's Beneficiary shall be paid in a lump sum to the estate of the Member.

### **Section 13. ADMINISTRATION**

#### **13.01 Responsibility for Administration**

The administrator of the Plan shall be the Company which shall be responsible for all matters relating to the administration of the Plan and may delegate such matters as it deems appropriate to be performed by one or more agents. The Company shall decide conclusively all matters relating to the operation, interpretation and application of the Plan, consistent with the terms of the Plan, the Pension Benefits Act and the Income Tax Act.

#### **13.02 Rules for Administration**

The Company may enact rules and regulations relating to the administration of the Plan to carry out the terms hereof and may amend such rules and regulations from time to time. Such rules and regulations shall not conflict with any provision of this Plan and shall comply with the



requirements of the Pension Benefits Act and the Income Tax Act.

### **13.03 Plan Summary**

The Company shall provide each Employee with a written explanation of the terms and conditions of the Plan and amendments thereto applicable to him, together with an explanation of the rights and duties of the Employee with reference to the benefits available to him under the terms of the Plan.

### **13.04 Notice of Amendment**

The Company shall provide a notice and written explanation of an amendment to the Plan to each Member, or any other person entitled to payment from the Pension Fund, who is affected by the amendment, within the applicable time period prescribed under the Pension Benefits Act.

### **13.05 Annual Statement**

The Company shall provide annually to each active Member a written statement containing the information prescribed under the Pension Benefits Act in respect of the Member's benefits under the Plan.

### **13.06 Statement on Termination of Employment or Membership**

When a Member of the Plan terminates employment or otherwise ceases to be a Member, the Company shall give to the Member, or to any other person who becomes entitled to a benefit under the Plan, a written statement setting out the information prescribed under the Pension Benefits Act in respect of the benefits of the Member or other person.

### **13.07 Inspection of Documents**

The Company shall make available for inspection by eligible individuals the documents and information concerning the Plan and the Pension Fund as prescribed under the Pension Benefits Act.

### **13.08 Appeals Procedure**

Prior to an Employee, or the Union on behalf of an Employee or Employees, filing a grievance through the grievance procedure provided for in the Labour Agreement, any question involving the interpretation or application of the Plan must first be discussed between the Union benefits representative and the Company benefits supervisor.

### **13.09 Information to be supplied to Union**

The Company shall provide to the Union:

- (1) A copy of the actuarial valuation report prepared by the actuary when available.
- (2) Pertinent data such as date of birth, sex, credited service, plan entry date, benefit amount and Prior Plan Account Balance for current Employees, retirees and surviving spouses in a computerized format agreed to by the parties, when available.
- (3) The full annual report of the receipts, disbursements and assets of the Pension Fund, and the annual Audited Financial Statements of the Pension Fund.

### **13.10 Small Benefit Commutation**

If a Member who breaks service has entitlements under both the defined benefit and defined contributions provisions of the Plan then the test for determining a “small benefit” under Section 6.10, 7.05, 8.04 and 11.09 as applicable shall consider the sum of the Member’s entitlements under the Plan.

## **Section 14. PENSION FUND**

### **14.01 Pension Fund Administration**

The Pension Fund shall be administered by the Funding Agent in accordance with the Funding Agreement.

#### **14.02 Expenses**

Administrative expenses necessary for the proper administration of the Plan may be paid from the Pension Fund, including:

- (1) fees for Funding Agents, investment management, actuarial, systems and programming services; and
- (2) reimbursement of the Company for the direct cost of benefit administration performed by the Company with
- (3) respect to the Plan.

#### **14.03 Investments**

The Company shall direct the investment of the DB Account in accordance with the provisions of the Pension Benefits Act and the Income Tax Act.

#### **14.04 Fiscal Year**

The fiscal year of the Pension Fund shall be the calendar year.

### **Section 15. FUTURE OF THE PLAN**

#### **15.01 Continuation of the Plan**

The Company intends to maintain the Plan indefinitely, but reserves the right to amend or wind up the Plan, subject to the provisions of the Pension Agreement as now in effect.

#### **15.02 Amendment to the Plan**

- (1) Except as provided for in Section 6.09, no amendment shall operate to reduce the pension benefits which have accrued to any Member before the date of such amendment.
- (2) Where an amendment results in a certifiable past service pension adjustment (as defined under the Income Tax Act) in respect of a Member, the amendment shall not apply to such Member prior

to certification of the past service pension adjustment in accordance with the Income Tax Act.

### **15.03 Wind up of the Plan**

- (1) If the Plan is wound up, the assets of the Defined Contribution Accounts shall be applied in accordance with the provisions of Section 11, and the DB Account shall be allocated for provision of benefits in accordance with the terms of the Plan, the Pension Benefits Act, the Income Tax Act and any other applicable legislation.
- (2) If the Plan is wound up, the Company shall not make further contributions to the Pension Fund in respect of the Plan except for amounts due, or that have accrued up to the effective date of the wind up and have not been paid into the Pension Fund as required by the Plan and the Pension Benefits Act.
- (3) If the Plan is wound up, and the assets in the DB Account are not sufficient to pay all the benefits under the defined benefit provisions of the Plan the defined benefits payable shall be reduced in the manner prescribed by the Pension Benefits Act.

### **15.04 Wind-Up Surplus**

If, after provision for benefits payable to or in respect of Members on the windup of the Plan, assets remain in the Pension Fund, such assets shall first be used to improve the benefits of the Members affected by the wind up, up to the maximum limits allowed under the Income Tax Act.

If any assets remain in the Pension Fund after the improvements are made pursuant to the preceding paragraph, such remaining assets shall be refunded to the Company, provided that the Company complies with the requirements of the Pension Benefits Act and the Income Tax Act.

## **Section 16. GENERAL PROVISIONS**

### **16.01 Non-Alienation**

Except as specified in Section 6.09 or 16.02, money payable under the Plan is subject to the following restrictions:

**(1) Non-Enforceable Transactions:**

any transaction that purports to assign, charge, anticipate, surrender, or give as security any right of a person under the Plan or money payable under the Plan shall not be enforceable against the Plan; and

**(2) Exemption from Seizure:**

money payable under the Plan is exempt from execution, seizure or attachment.

### **16.02 Alienation Of Benefits On Marriage Breakdown**

**(1) Support Obligations**

Upon the breakdown of a Member's spousal relationship, payments under the Plan are subject to execution, seizure or attachment in satisfaction of an order for support or maintenance enforceable in Ontario or another relevant jurisdiction to a maximum of one-half of the money payable.

**(2) Division of Property**

Upon the breakdown of a Member's spousal relationship, up to 50% of the pension benefits accrued by the Member under the Plan during the spousal relationship calculated in accordance with the requirements of the Pension Benefits Act, may be assigned pursuant to a court order under Part I of the Family Law Act, 1986 or a domestic contract as defined by Part IV of that Act.

### **16.03 Non-Commutation of Pensions**

A pension or deferred pension payable under this Plan shall not be capable of being commuted, except as follows:

- (1) as permitted under Section 6.10;
- (2) as permitted under Section 13.09; or
- (3) as permitted in accordance with the Pension Benefits Act in the event that the life expectancy of the Member is likely to be considerably shortened by reason of his mental or physical disability.

### **16.04 No Right to Employment**

The Plan shall not be construed to create or enlarge any right of any person to remain in the employment of the Company, nor shall it interfere in any manner with the right of the Company to discharge any person.

### **16.05 No Right to Company Contributions**

Contributions made by the Company shall not constitute an enlargement of the amount of any benefit defined in the Plan and shall not at any time create for any person other than the Company any right, title or interest in the assets of the Company or the Pension Fund, except as specifically provided in the Plan and the Pension Benefits Act.

### **16.06 Information To Be Provided**

A person entitled to payment of the benefit from the Plan shall deliver to the Company:

- (1) satisfactory proof of age of the person and other persons who may become entitled to payment of the pension and such other information as may be required to calculate and pay the benefit; and
- (2) if the benefit is payable to a Member or Spouse, a signed declaration of marital status.

### **16.07 Company Records**

Wherever the records of the Company are used for the purposes of the Plan, such records shall be conclusive of the facts with which they are concerned, unless and until they are proven to be in error.

### **16.08 Severability**

If any provision of the Plan is held to be invalid or unenforceable by a court of competent jurisdiction, its invalidity or unenforceability shall not affect any other provision of the Plan and the Plan shall be construed and enforced as if such provision had not been included therein.

### **16.09 Captions and Headings**

The captions, headings and table of contents of this Plan are included for convenience of reference only and shall not be used in interpreting the provisions of this Plan.

### **16.10 Construction**

- (1) The Plan is intended to constitute an employees' pension plan qualified for registration under the Pension Benefits Act and the Income Tax Act.
- (2) Any provision of the Funding Agreement that is inconsistent with the terms of the Plan shall, to the extent of the inconsistency, be of no force or effect.
- (3) The Plan shall be governed and construed in accordance with the laws of the Province of Ontario.

### **16.11 Currency**

All benefits payable under the Plan shall be paid in the lawful currency of Canada.

## **Section 17. DEDUCTION OF UNION DUES**

- (a) Notwithstanding any other provisions of the Plan, any retired member entitled to receive a pension or transition pension may, pursuant to

the retired member's written authorization and direction acceptable to the Company, and to the extent any applicable laws and regulations shall permit, authorize the deduction of monthly Union dues from any monthly pension, bridging pension or transition pension otherwise payable to the retired member and direct that such dues be remitted to the Union.

- (b)** An authorization to deduct said monthly Union dues shall become effective as of the first of the second month following the month in which the Company receives such authorization from the Union, and shall remain in full force and effect until revoked by the retired member's written notice given to the Company, except that during any period when there is not in effect a written collective bargaining agreement or supplement thereto between the Company and the Union that permits or provides for the deduction of Union dues from monthly pension benefits payable to a retired employee, such assignment, authorization and direction, if otherwise in effect shall automatically be suspended for the duration of such period only.
- (c)** The Union shall indemnify and hold harmless the Company against any and all liability, including reasonable lawyer's fees, that may arise by reason of the Company's compliance with this Section 16.
- (d)** This Section 16 shall be of no force or effect during any month for which less than one hundred such authorizations are in effect.



## DOCUMENT ONE

### COMMUTED VALUE ESTIMATE

October 13, 2017

Mr. Mike Van Boekel  
Plant Chairperson  
Local 88 Unifor

Dear Mr. Van Boekel:

During the current negotiations the parties discussed that team members may from time to time wish an estimate of the commuted value of their pension benefit for purposes of personal planning. The parties understand that for certain situations, such as marriage breakdown, there are different methods of determining commuted values, and it is not our intent that these commuted values be used for any situation other than personal planning.

Therefore, the parties agreed that estimates of commuted values would be provided, but that they would be restricted to termination calculations assuming an effective date of the day requested. Requests for such estimates will be restricted to once during the life of the Master Agreement. As these are termination calculations, they will not be provided to team members who are retirement-eligible. Retirement-eligible team members currently are provided retirement estimates upon request, which can be used for personal planning.

The commuted value calculation basis will be similar to those specified in the Canadian Institute of Actuaries Recommendations for the Computation of Transfer Values from Registered Pension Plans. The team member will be responsible for the administration fee associated with each commuted value request.

The parties discussed and understand that many factors affect the calculation of a commuted value. Team members will be instructed that the commuted value calculation is valid only on the effective date of the calculation and based on the actuarial assumptions outlined in the estimate and plan benefits in effect on that date. As any change to the assumptions used in the calculation could affect the calculation, the calculation should

be considered to be an estimate only and not an obligation of a payout amount.

Yours truly,

Martha Di Carlantonio  
Personnel Director

## DOCUMENT TWO

### OCCUPATIONAL DISABILITY RETIREMENT

October 13, 2017

Mr. Mike Van Boekel  
Plant Chairperson  
Local 88 Unifor

Dear Mr. Van Boekel:

The parties agree that in the case that a Member who is Occupationally Disabled as defined under Section 2.21 retires under Section 5.04 and has their total pension benefit reduced because of the application of Section 6.06(1) then the Company agrees to pay to such employee the difference between the total pension benefit and what is allowed to be provided from the Plan from general revenues so long as the commuted value of that pension exceeds 2% of the YMPE at time of retirement.

When the commuted value is 2% or less of the YMPE at the time of retirement, the retired employee will be paid the value as a lump sum. The payment could be treated as a retiring allowance and rolled tax free into a Registered Retirement Savings Plan (RRSP), to the extent permitted under Canada Revenue Agency regulations.

The determination of the Actuarial Equivalent of the reductions shall be made at the time the employee's seniority ceases, using the calculation basis similar to those specified in the Canadian Institute of Actuaries Recommendations for the Computation of Transfer Values from Registered Pension Plans (effective September 1, 1993 or any successor recommendations.)

Yours truly,

Martha Di Carlantonio  
Personnel Director

## **DOCUMENT THREE**

### **MEMBER CONTRIBUTIONS**

October 13, 2017

Mr. Mike Van Boekel  
Plant Chairperson  
Local 88 Unifor

Dear Mr. Van Boekel:

During these negotiations, the parties discussed the contribution requirement of Members who were newly hired or rehired by the Company. The parties agreed to the following provisions with respect to Member required contributions.

Members who were hired prior to April 1, 2010 and lost seniority as a result of being discharged by the Company, who have been reinstated and whose full seniority has been restored through the Grievance Procedure will not be required to make contributions as defined in Exhibit C-2, Section 4.02 and shall not have their Credited Service limited to thirty (30) years pursuant to Exhibit C-2, Section 2.10.

Members who lost seniority as a result of being discharged by the Company, who have been reinstated and whose full seniority has not been restored through the Grievance Procedure will be required to make contributions as defined in Exhibit C-2, Section 4.02 and shall have their Credited Service limited to thirty (30) years pursuant to Exhibit C-2, Section 2.10.

Yours truly,

Martha Di Carlantonio  
Personnel Director

# **Supplemental Agreement**

Covering

**THE SUPPLEMENTAL UNEMPLOYMENT BENEFIT PLAN  
Exhibit D-1**

**THE SHORT WORK WEEK BENEFIT PLAN  
Exhibit D-2**

**THE INCOME MAINTENANCE BENEFIT PLAN  
Exhibit D-3**

**THE VOLUNTARY TERMINATION OF EMPLOYMENT  
BENEFIT PLAN**

**PRE-RETIREMENT INCOME MAINTENANCE PROGRAM  
RETIREMENT ALLOWANCE PROGRAM  
Exhibit D-4**

To

COLLECTIVE AGREEMENT

Between

GENERAL MOTORS OF CANADA COMPANY

CAMI ASSEMBLY

AND

UNIFOR LOCAL No. 88

Dated

October 13, 2017

(Effective Date: October 17, 2017)

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**BENEFIT PLAN**

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**EXHIBIT D**  
**AGREEMENT**

On this October 13, 2017, CAMI referred to hereinafter as the Company, and UNIFOR and UNIFOR Local No. 88, referred to hereinafter as the Union, on behalf of the team members covered by the Labour Agreement of which this Supplemental Agreement becomes a part, agree as follows:

In paragraph 38 of the Labour Agreement of which this Supplemental Agreement will form Exhibit D, the parties hereto have contemplated a Supplemental Unemployment Benefit Plan, a Short Work Week Benefit Plan, an Income Maintenance Benefit Plan, a Voluntary Termination of Employment Benefit Plan, a Pre-Retirement Income Maintenance Program and a Retirement Allowance Program the particulars of which are set out in Exhibit D-1, Exhibit D-2, Exhibit D-3, and Exhibit D-4.

During the term of this Agreement, neither the Company nor the Union shall request any change in, deletion from, or addition to the Supplemental Unemployment Benefit Plan, the Short Work Week Benefit Plan, the Income Maintenance Benefit Plan and the Voluntary Termination of Employment Benefit Plan, or this Agreement; or be required to bargain with respect to any provision, or interpretation of such Plans or this Agreement, and during such period no change in, deletion from, or addition to any provision, or interpretation, of such Plans or this Agreement, shall be an objective of, or a reason or cause for, any action or failure to act, including, without limitation, any strike, slowdown, work stoppage, lockout, picketing, or other exercise of economic force, or threat thereof, by the Union or the Company.

This Agreement shall remain in full force and effect without change until September 21, 2021. As of that date this Agreement may be terminated, modified, changed, or continued, subject to and in accordance with the terminal provisions of the Labour Agreement of which this Agreement is a part.

Amendments to the 1992 Supplemental Unemployment Benefit Plan (further modified effective September 20, 2004) as incorporated in Exhibit D-1 and which shall be implemented for Weeks beginning on or after April 5, 1993 shall be subject to subsequent receipt by the Company of rulings, satisfactory to the Company, from Canadian governmental authorities, permitting Supplementation as defined in the Supplemental Unemployment Benefit Plan.

Notwithstanding any other provisions of this Agreement, the Supplemental Unemployment Benefit Plan, the Short Work Week Benefit Plan, the Income Maintenance Benefit Plan and the Voluntary Termination of Employment Benefit Plan, the Company, with the consent of the President of UNIFOR and

UNIFOR Local No. 88 may, during the term of this Agreement, make revisions in such Plans not inconsistent with the purpose, structure, and basic provisions thereof which shall be necessary to obtain any of the rulings referred to herein, or in Article VII of the Supplemental Unemployment Benefit Plan. Any such revisions shall adhere as closely as possible to the language and intent of the provisions outlined in such Plans.

IN WITNESS WHEREOF, the Company and Union have caused this Agreement and Exhibits D-1, D-2, D-3 and D-4 to be executed on the date first written above.

CAMI Assembly

UNIFOR and UNIFOR  
Local No. 88

FOR  
CAMI Assembly

FOR  
UNIFOR LOCAL 88

M. Di Carlantonio  
K. Sandham  
M. Armitage  
C. Radtke

M. Van Boekel  
W. MacDonald  
D. Borthwick  
J. Graves  
J. Bankes

## **DOCUMENT ONE**

### **MAXIMUM LIABILITY PROVISIONS UNDER EXHIBIT D**

During the 1998 negotiations, CAMI agreed to establish two new plans in addition to the existing Income Security Plans, including the Supplemental Unemployment Benefit Plan, the Short Work Week Benefit Plan, the Voluntary Termination of Employment Benefit Plan (VTEP) and the Income Maintenance Benefit Plan (IMP). Effective September 21, 1998, in the event of Plant Closure or Restructuring, under Supplemental Agreement, Exhibit D-1, Document 2, the Pre-Retirement Income Maintenance Plan (PRIMP) and the Retiring Allowance, both detailed in Supplemental Agreement, Exhibit D-4 will be included in Income Security Provisions of the Supplemental Agreement. Effective September 17, 2001, amounts paid out to team members for Employment Insurance (E.I.) Clawbacks under Exhibit D and tuition refund amounts paid to team members on indefinite layoff under the Tuition Refund Program will be applied at the time of payment against, and limited by, the Total Income Security Fund Maximum Liability. Payments to cover Benefits under the Supplemental Unemployment Benefit Plan, as detailed in Article II, Exhibit D-1, the Short Work Week Benefit Plan, as detailed in Section 2 of Exhibit D-2, the Income Maintenance Benefit Plan as detailed in Section 2 of Exhibit D-3, and the Voluntary Termination of Employment Benefit Plan as detailed in Section II of Exhibit D-4, including the new PRIMP and Retiring Allowance benefits, will be funded from general revenues to a Total Income Security Fund Maximum Liability of \$290,000,000 during the period from October 13, 2017 to September 21, 2021.

Payments for each individual benefit plan or calculation will not exceed the formula set out for each such plan or calculation, including any individual plan maximum. The global maximum funding level is not a guarantee or representation that the maximum amount will be paid out, set aside or otherwise available if the individual plan formulae and maximums are not met.

**DOCUMENT TWO**

**JOB SECURITY**

Deleted and moved to the Collective Agreement between General Motors of Canada Company CAMI Assembly and Unifor Local 88, Letter 14 – 2017 Negotiations

**DOCUMENT THREE**

**REPAYMENT OF EMPLOYMENT INSURANCE  
BENEFITS**

Deleted – 2017 Negotiations

**DOCUMENT FOUR**

**GROUP LIFE INSURANCE & DISABILITY BENEFIT  
PROGRAM**

CAMI Assembly

Mr. Mike Van Boekel  
Plant Chairperson  
Local 88 Unifor

Dear Mr. Van Boekel:

During the current negotiations, the parties discussed the procedures for CAMI team members who have modified work interrupted by periods of Layoff, or returning to work from a disability leave, during periods of Layoff.

CAMI will adopt the practices outlined on the Benefits Practice dated October 14, 2000, and the Procedure for Partial Week Layoff and receiving S&A – undated.

These practices will become part of the Administration Manuals pertaining to group disability.

Yours truly,

Martha Di Carlantonio  
Personnel Director



## DOCUMENT FIVE

### INCOME SECURITY PROGRAMS APPEAL PROCEDURE

Appeals involving the interpretation or application of the benefit programs contained in Exhibit D shall be processed through the appeal procedure outlined below:

- Step 1.** Following the receipt of notification from the Company by which the team member (or beneficiary, following the death of the team member) is advised of the reasons for the denial of a claim for benefits, the team member (or beneficiary) may request the representative, which the local union has designated to discuss income security matters, to review the reasons for the denial with the local management representative through completion of a Benefits Problem Solving Concern Sheet.
- Step 2.** The local management representative will review the team member's (or beneficiary's) claim with the local union representative. If after discussion with the local management representative, the local union representative continues to contest the position of the local management representative, the local union representative may refer the appeal in writing, using the Benefits Problem Solving Concern Sheet, to the Plant Chairperson and the Assistant Manager of Human Resources for review.
- Step 3.** If after discussion with the Assistant Manager of Human Resources, the Plant Chairperson continues to contest the position of the Assistant Manager of Human Resources, the Plant Chairperson may refer the appeal in writing, using the Benefits Problem Solving Concern Sheet, to the National Union UNIFOR for review with the Company. A copy of the Benefits Problem Solving Concern Sheet noting the referral to the National Union UNIFOR will be presented to the local management representative.
- Step 4.** The National Union UNIFOR or Plant Chairperson will notify the Company of its intent to review a claim in writing, using of the Benefits Problem Solving Concern Sheet.
- Step 5.** If the Company and the National Union UNIFOR are unable to resolve their differences, the Company upon written request of the national Union UNIFOR will request

a review by a mutually agreed upon third party. Such request to the independent third party will be in writing and will incorporate the Union's position. If there is no agreement between the Company and the National Union UNIFOR as to the independent third party within ten (10) days, the matter shall be referred to the appropriate Ministry of Labour for the appointment of an independent third party to hear the review.

**Step 6.** The third party will report to the National Union UNIFOR and to the Company its action as the result of such review. The results of this report will be final and binding on the Company, the Union and the team member.

The local union and local management shall each be responsible for one-half of the expenses of the fee payable to the independent third party.

**DOCUMENT SIX**  
**PAYMENT OF SUPPLEMENTAL UNEMPLOYMENT**  
**BENEFITS DURING TEMPORARY LAYOFF**

CAMI Assembly

Mr. Mike Van Boekel  
Plant Chairperson  
Local 88 Unifor

Dear Mr. Van Boekel:

CAMI Assembly and the Union have agreed upon a process for the payment of Supplemental Unemployment Benefits (SUBenefits) during temporary layoffs at CAMI.

According to the SUBenefit agreement, Payroll would wait for proof of Employment Insurance (EI) Benefits before paying the SUB top up.

SUB payments from CAMI will be deposited into the Team Member's account the regular pay day following entitlement. Again this is contingent upon being eligible and in receipt of EI benefits.

The intent of this agreement is to provide consistent earnings for our team members. Both parties agree to monitor and work towards smooth SUB payments.

Yours truly,

Martha Di Carlantonio  
Personnel Director

**EXHIBIT D-1**

**THE SUPPLEMENTAL UNEMPLOYMENT BENEFIT  
PLAN  
ARTICLE I  
ELIGIBILITY FOR BENEFITS**

**Section 1. ELIGIBILITY FOR BENEFIT**

Team members hired on or prior to September 16, 2013 having at least one (1) year of Seniority (six years of seniority for those hired on or after September 17, 2013) as of their last day worked preceding a qualifying layoff shall be eligible for a Benefit for any Week beginning on or after October 13, 2017 if with respect to such Week the team member:

- (a) was on a qualifying layoff; and
- (b) received an Employment Insurance Benefit, payable because of employment with the Company, or
- (c) was ineligible for an Employment Insurance Benefit only because of one or more of the following reasons:
  - (i) the team member was serving the second week of the two week Employment Insurance waiting period and subject to the condition that the team member is only eligible to be compensated for one waiting week from any Company benefit plan, in any consecutive fifty-two week period;
  - (ii) exhaustion of team member's Employment Insurance Benefit rights;
  - (iii) the team member did not have prior to layoff a sufficient period of employment or earnings covered by Employment Insurance; and
  - (iv) it is determined that, under the circumstances and with the concurrence of the Human Resources and Skills Development Canada, it would be contrary to the intent of the Plan and Commission policy to deny the team member a Regular Benefit; or
  - (v) because of the circumstances set forth under Section 2(b)(5) of this Article which existed during only

part of a week of unemployment under the Employment Insurance Act; or

- (vi) the team member was denied an Employment Insurance Benefit solely because of the Employment Insurance allocation to such week of earnings from a “waiting period”.
- (d) has met any registration and reporting requirements of an Employment Insurance office; and
- (e) has remaining weeks of Benefit entitlement as outlined in Article III; and
- (f) was not eligible for a Short Work Week Benefit; and
- (g) qualifies for a Benefit of at least five (\$5.00) dollars; and
- (h) has made a Benefit application in accordance with procedures established by the Company hereunder
- (i) did not receive an unemployment benefit under any contract or program of another employer or under any other “SUB” plan of the Company (and was not eligible for such a benefit under a contract or program of another employer with whom the team member has greater seniority than with the Company).

**Section 2. CONDITIONS WITH RESPECT TO LAYOFF**

- (a) A layoff for the purposes of this Plan means the status of a team member when during his/her normal work week, the team member is not scheduled to be at work because the Plant (or department or operation) is shut down or functioning with a reduced work force.
- (b) A team member’s layoff for all or part of any Week will be deemed qualifying for Plan purposes only if:
  - (1) such layoff is from the Bargaining Unit; and
  - (2) such layoff is not for disciplinary reasons; and
  - (3) such layoff is not as a result of a: strike, slowdown, work stoppage, picketing (whether or not by team

members) or concerted action at the Company plant or any dispute of any kind involving team members or other persons employed by the Company and represented by the Union; and

- (4) such layoff is not a consequence of: any fault attributable to the team member, any war or hostile act of a foreign power, sabotage, insurrection, or any act of God; and
- (5) with respect to such Week, the team member did not refuse to accept work when recalled pursuant to the Labour Agreement or did not refuse an offer by the Company of other available work; and
- (6) with respect to such Week, the team member is not eligible for and is not claiming:
  - (i) any statutory or Company sickness and accident or any other disability benefit, or
  - (ii) any Company pension or retirement benefit; and
- (7) with respect to such Week, the team member is not in military service or on a military leave of absence.

**Section 3. DISPUTED CLAIMS FOR EMPLOYMENT INSURANCE BENEFITS**

- (a) With respect to any Week for which a team member has applied for a Benefit and for which the person has been denied an Employment Insurance Benefit, and the denial is being appealed by the team member through the procedure provided therefore under the Employment Insurance Act, and the team member is eligible to receive a Benefit under the Plan except for such denial, the payment of such Benefit shall be suspended until such dispute shall have been determined.
- (b) If the dispute shall be finally determined in favour of the team member, the Benefit shall be paid to the person provided the team member did not exhaust all Benefit entitlement in Weeks subsequent to the Week of the Employment Insurance Benefit in dispute.

## ARTICLE II

### BENEFITS

#### Section 1. BENEFIT RATE

The Benefit payable to an eligible team member hired on or prior to December 31, 2009 for any Week on or after October 13, 2017, shall be that which is required, when combined with the amount of the weekly Employment Insurance Benefit, to generate a Benefit equivalent to the product of forty (40) hours multiplied by sixty-five percent (65%) of the combined Base Wage Rate and cost-of-living allowance, if eligible.

The Benefit payable to an eligible team member hired between January 1, 2010 and September 16, 2013, shall be that which is required, when combined with the amount of the weekly Employment Insurance Benefit, to generate a Benefit equivalent to the product of forty (40) hours multiplied by the applicable percentage of the combined Base Wage Rate and cost-of-living allowance, if eligible, in accordance with the following table:

<u>Years of Seniority</u>	<u>Maximum Number of Weeks Payable</u>	<u>Percentage Payable of Weekly Straight Time Pay</u>
<u>3 but less than 5</u>	<u>First 26 weeks</u> <u>Next 13 weeks</u>	<u>65%</u> <u>50%</u>
<u>5 but less than 10</u>	<u>First 26 weeks</u> <u>Next 26 weeks</u>	<u>65%</u> <u>50%</u>
<u>10 but less than 20</u>	<u>First 39 weeks</u> <u>Next 39 weeks</u>	<u>65%</u> <u>50%</u>
<u>20 or more</u>	<u>First 52 weeks</u> <u>Next 52 weeks</u>	<u>65%</u> <u>50%</u>

The Benefit payable to an eligible team member hired on or after September 17, 2013, shall be that which is required, when combined with the amount of the weekly Employment Insurance Benefit, to generate a Benefit equivalent to the product of forty (40) hours multiplied by the applicable percentage of the combined Base Wage Rate and cost-of-living allowance, if eligible, in accordance with the following table:

Years of Seniority	Maximum Number of Weeks Payable	Percentage Payable of Weekly Straight Time Pay
6 but less than 10	First 13 weeks Next 13 weeks	65% 50%
10 but less than 20	First 39 weeks Next 39 weeks	65% 50%
20 or more	First 52 weeks Next 52 weeks	65% 50%

**Section 2. EMPLOYMENT INSURANCE BENEFIT**

- (a) A team member's Employment Insurance Benefit for a Week means any amount of Employment Insurance Benefit paid or payable to the team member for the Week.
- (b) If the Employment Insurance Benefit received by a team member for an Employment Insurance week shall be for less, or more, than a full Employment Insurance week because of an underpayment or overpayment of a previous Employment Insurance Benefit, the amount of the Employment Insurance Benefit which would otherwise have been paid to the team member for such Employment Insurance week, shall be used as the Employment Insurance Benefit.

**Section 3. OTHER COMPENSATION**

The Benefit payable by the Company will be reduced by:

- (a) the amount of any outside earnings in excess of the amount disregarded as earnings by the Employment Insurance Commission; and
- (b) all pay received or receivable by the team member from the Company and any amount of unearned pay computed, as if payable, for hours made available by the Company but not worked, after reasonable notice has been given to the team member, for such Week; provided that any pay received or receivable for a shift which extends through midnight shall be allocated:
  - (1) to the day on which the shift started if the team member was on layoff with respect to the corresponding shift on the following day,



- (2) to the day on which the shift ended if the team member was on layoff with respect to the corresponding shift on the preceding day.

Payments in respect of guaranteed annual remuneration or in respect of deferred remuneration or severance pay benefit will not be reduced or increased by payments received under the plan.

#### **Section 4. BENEFIT OVERPAYMENTS**

- (a) If the Company determines that any Benefit(s) paid under the Plan should not have been paid or should have been paid in a lesser amount, written notice thereof shall be mailed to the team member receiving the Benefit(s), and the team member shall repay the amount of overpayment to the Company in accordance with the schedule outlined in Letter 25 of the Collective Agreement.
- (b) If the team member shall fail to return such amount promptly, the Company shall arrange to recover the amount of overpayment by making a deduction from the amount of any future Benefits or by making a deduction from compensation payable by the Company to the team member on the same basis as outlined in the Labour Agreement.

#### **Section 5. WITHHOLDING TAX**

The Company shall deduct from the amount of any Benefit, any amount required by reason of law or regulation, for payment of taxes or otherwise to any federal, provincial, or municipal government.

#### **Section 6. DEDUCTION OF UNION DUES**

Upon notification by the Local Union Financial Secretary, the Company will deduct union dues from regular SUB benefits in accordance with the National Unifor Constitution.

**ARTICLE III**

**DURATION OF BENEFITS**

**Section 1. DURATION OF BENEFIT**

**Subject to the provisions of Article I, Section 1, Benefits will be payable for the duration of a layoff, but not to exceed the number of weeks specified in the following tables minus the number of weeks in which the team member received a Benefit during the one (1) year period prior to the date of layoff:**

**For Team Members Hired On or Prior to December 31, 2009**

Seniority as of Date of Layoff	Number of Weeks of Benefit Entitlement
one (1) year but less than three (3) years	26
three (3) years but less than five (5) years	39
five (5) years but less than ten (10) years	52
more than ten (10) years	104

**For Team Members Hired between January 1, 2010 and September 16, 2013**

<u>Seniority as of Date of Layoff</u>	<u>Number of Weeks of Benefit Entitlement</u>
<u>three (3) years but less than five (5) years</u>	<u>39</u>
<u>five (5) years but less than ten (10) years</u>	<u>52</u>
<u>ten (10) years but less than twenty (20) years</u>	<u>78</u>
<u>more than twenty (20) years</u>	<u>104</u>

**For Team Members Hired On or After September 17, 2013**

Seniority as of Date of Layoff	Number of Weeks of Benefit Entitlement
six (6) years but less than ten (10) years	26
ten (10) years but less than twenty (20) years	78
more than twenty (20) years	104

**Team Members on Indefinite Layoff With Less Than 10 Years Seniority**

Team members placed on indefinite layoff that meet SUB eligibility will be eligible for the Number of Weeks of Benefit Entitlement based on seniority as of date of layoff. Eligibility for entitlement continues for a 104 week entitlement period following the date of layoff. SUB eligibility is exhausted at the earlier of, receiving all of SUB Benefit Week Entitlement, or at the end of the 104 week entitlement period.

**Team Members Placed on Indefinite Layoff With 10 Years or More Seniority**

Team members placed on indefinite layoff that meet SUB eligibility will be eligible for the Number of Weeks of Benefit Entitlement based on seniority as of date of layoff. Eligibility for entitlement continues for a 156 week entitlement period following the date of layoff. SUB eligibility is exhausted at the earlier of, receiving all of SUB Benefit Week Entitlement, or at the end of the 156 week entitlement period.

**Section 2. GENERAL**

If a team member receives a Sickness and Accident Benefit paid in accordance with the provisions of the Supplemental Agreement Covering Group Life Insurance and Disability Benefit Program for Hourly-Rate Team Members with respect to any Week in which, if not disabled, the team member would be on a qualifying layoff, there shall be a corresponding reduction in the number of Weeks of remaining Benefit entitlement under the Plan.

## ARTICLE IV

### APPLICATION AND DETERMINATION OF ELIGIBILITY FOR BENEFITS

#### Section 1. APPLICATIONS

An application for a Benefit may be filed either in person or by mail in accordance with procedures established by the Company. It shall include such information and documents as may be required by the Company to determine whether the team member is eligible to be paid a Benefit and the amount thereof. No application for a Benefit shall be accepted unless it is submitted to the Company within 60 calendar days after the end of the Week with respect to which it is made; provided, however, that if the amount of the applicant's Employment Insurance Benefit is adjusted retroactively with the effect of establishing a basis for eligibility for a Benefit or for a Benefit in a greater amount than that previously paid, the team member may apply within 60 calendar days after the date on which such basis for eligibility is established.

When entitlement to a Benefit determined retroactively results in non-entitlement to a Benefit already paid, the net of the two Benefits, if any, shall be deemed to be immediately owing to the team member or the Company as applicable.

Effective January 1, 2018, the Supplemental Unemployment Benefit application form will be eliminated, and applications will occur automatically once all eligibility criteria are met.

#### Section 2. DETERMINATION OF ELIGIBILITY

##### (a) Eligibility Processing by Company

The Company shall determine the team member's entitlement to a Benefit.

##### (b) Payment of Benefits

If the Company determines that a Benefit is payable, it shall pay the Benefit on the Thursday of the Week following the Week the application for Benefit is approved. The Benefit will be paid through the regular payroll system. If, following payment, it is determined that the Benefit paid should be adjusted, the adjustment will be made on the Thursday next

following the Week in which it is established that a correction is required.

## **ARTICLE V**

### **ADMINISTRATION OF THE PLAN**

#### **Section 1. COMPANY AUTHORITY**

The Company shall have such authority as is necessary to perform its functions under the Plan. Nothing contained in this Plan shall be deemed to qualify, limit or alter in any manner the Company's sole and complete authority and discretion to determine any matter related to the conduct of its business or the manner in which its business is to be managed or carried on; nor shall it be deemed to confer upon the Union any voice in the matter.

#### **Section 2. APPLICABLE LAW**

The Plan and all rights and duties thereunder shall be governed, construed and administered in accordance with the laws of the Province of Ontario, except that the eligibility of a team member for, and the amount and duration of, Employment Insurance Benefits shall be determined in accordance with the Employment Insurance Act of Canada and applicable Income Tax Law.

#### **Section 3. TO WHOM REGULAR BENEFITS ARE PAYABLE IN CERTAIN CONDITIONS**

Regular Benefits shall be payable only to the eligible team member, except that if the team member is deceased or is unable to manage their affairs for any reason. Any Regular Benefit payable to the team member shall be paid to the duly appointed legal representative, if there be one, and, if not, to the spouse, parents, children, or other relatives or dependents of the team member.

Any Regular Benefit so paid shall be a complete discharge of any liability with respect to the Regular Benefit. In the case of death, no Regular Benefit shall be payable with respect to any period following the last day of layoff immediately preceding the team member's death.

## ARTICLE VI

### FINANCIAL PROVISIONS AND REPORTS

#### **Section 1. FINANCING OF THE PLAN**

The Plan is financed from general revenues. The Company reserves the right to alter the basis under which the Plan is financed at its discretion.

#### **Section 2. IMPLEMENTATION DATE**

The Plan was implemented effective October 13, 2017.

#### **Section 3. MAXIMUM LIABILITY**

The maximum Company liability under this Plan is outlined in Document 1 of Exhibit D.

#### **Section 4. FIRST DATE OF PAYMENT**

The first date that any payment will be made under this Plan is September 17, 2013.

#### **Section 5. WEEKLY BENEFIT**

In any Week, the total amount of Supplemental Unemployment Benefit, when combined with the Employment Insurance Benefit, shall not exceed 65% of the team member's weekly earnings.

#### **Section 6. TERMS**

Should the terms of this Plan not meet all the requirements to register a Supplemental Unemployment Benefit Plan with Service Canada, the Company shall make revisions to the Plan on the basis outlined in Exhibit D.

## **ARTICLE VII**

### **MISCELLANEOUS**

#### **Section 1. GENERAL**

**(a) Purpose of the Plan**

This plan applies to team members who are laid off due to a temporary stoppage of work as outlined in Article 1, Section II. Team members do not have a vested right to SUB payments except for supplementation of Employment Insurance benefits in respect of the covered unemployment period, paid by Service Canada.

**(b) Supplementation**

No Benefit shall be payable under this Plan unless Supplementation, as hereinafter defined, continues to be permitted under Canadian Law.

#### **Section 2. AMENDMENT AND TERMINATION OF THE PLAN**

The Plan shall not be amended, modified, suspended, or terminated, except as may be proper or permissible under the terms of the Plan or the Labour Agreement.

Human Resources and Skills Development Canada shall be notified within 30 days of the effective date of any changes to the Plan.



## ARTICLE VIII

### DEFINITIONS

- (a) **"Bargaining Unit"** – means the unit of team members covered by the Labour Agreement.
- (b) **"Base Wage Rate"** – means, with respect to any period of layoff, the team member's straight-time hourly rate (excluding cost-of-living allowance and all other premiums or bonuses of any kind) on the team member's last day worked in the Bargaining Unit prior to such layoff.
- (c) **"Benefit"** – means the benefit payable under this Plan to an eligible team member for a Week of layoff in which the team member performed no work for the Company and for which the team member received no jury duty or bereavement pay from the Company, although the team member may have received holiday pay from the Company during such Week of layoff pursuant to the provisions of part (d)(ii) of Paragraph 31 of the Labour Agreement.
- (d) **"Company"** – means CAMI
- (e) **"Employment Insurance"** – means any system or program established pursuant to any law of Canada for paying benefits to persons on account of their unemployment under which a person's eligibility for benefit payments is not determined by application of a "means" or "disability" test. Employment Insurance also includes:
  - (i) any system or program established by law to supplement, replace or extend the benefits available under any provincial or federal laws for paying benefits to persons on account of their unemployment, or
  - (ii) any such system or program established for the primary purpose of education or vocational training where such program may provide for training allowances.
- (f) **"Employment Insurance Benefit"** – means an unemployment benefit payable by reason of unemployment (excluding disability, maternity, and parental benefits) under Employment Insurance.

- (g) **"Labour Agreement"** – means the currently effective labour agreement between the Company and the Union which incorporates this Plan by reference.
- (h) **"Plan"** – means the Supplemental Unemployment Benefit Plan as set forth in this Exhibit D-1.
- (i) **"Plant"** – means the location in, or out of which, a team member works.
- (j) **"Seniority"** – means seniority status under the Labour Agreement.
- (k) **"Supplementation"** – means recognition of the right of an individual to receive both an Employment Insurance Benefit and a Benefit under the Plan for the same Week of layoff at approximately the same time, and without reduction of the Employment Insurance Benefit because of the payment under the Plan.
- (l) **"Team Member"** – means an hourly-rate team member in the Bargaining Unit.
- (m) **"Union"** – means UNIFOR and UNIFOR Local 88
- (n) **"Week"** – means seven (7) consecutive days beginning on Sunday at the regular starting time of the shift to which the team member is assigned, or was last assigned immediately prior to being laid off.

**MISCELLANEOUS AGREEMENT CONCERNING  
FAMILY MEDICAL OR CRITICALLY ILL CHILD CARE  
LEAVES OF ABSCENCE**

Pursuant to the Miscellaneous Agreement Concerning Family Medical and Critically Ill Child Care Leaves, the parties agree to implement this Allowance based on the following terms and conditions:

**Section 1. General**

(a) Eligibility for Family Medical or Critically Ill Child Care leaves of absences shall be in accordance with the Employment Standards Act (ESA), 2000.

(b) For the purpose of this Agreement “Weekly Straight Time Pay” means an amount equal to the employee’s straight time hourly rate plus the amount of cost of living allowance in effect, if eligible, on the employee’s last day of work multiplied by 40.

(c) Any Allowance provided under the terms of this Agreement shall have no application against or limitation by, the Income Security Fund Maximum Company Liability.

(d) An application for a Family Medical Leave or Critically Ill Child Care Leave must be filed in accordance with procedures established by the Company and ESA, 2000.

(e) Procedural matters, for example overpayments, tax withholding, union dues deduction, appeal procedure, shall be administered in accordance with Exhibit D (Supplemental Agreement Covering The Canadian Supplemental Unemployment Benefit Plan, The Canadian Separation Payment Plan, and The Canadian Automatic Short Week Benefit Plan).

**Section 2. Family Medical Leave**

(a) A Family Medical Leave Allowance is payable only for family medical leaves of absence commencing not prior to January 1, 2018 and not earlier than the system implementation date.

(b) A Family Medical Leave Allowance is payable only to those employees on a family medical leave of absence who have attained Seniority and is in receipt of an employment insurance benefit for a legislative Family Medical Leave.

(c) Family Medical Leave as defined under ESA, 2000 is for seniority employees who expect the imminent death of a close family member, as prescribed under ESA, 2000, Ontario Regulation 476/06, and who are eligible for up to 8 weeks leave, which can only be taken in periods of full weeks, not periods of days.

(d) To qualify for the family medical leave, the employee must advise the Company in writing using the ESA, 2000 prescribed Medical Certificate to Support Entitlement to Family Medical Leave and must produce the prescribed Medical Certificate from a qualified medical practitioner that states the close family member has a serious medical condition and faces a significant risk of death within the next 26 weeks, or shorter period as may be prescribed.

### **Section 3. Critically Ill Child Care Leave Allowance**

A Critically Ill Child Care Leave Allowance is payable only for critically ill child care leave of absences commencing not prior to January 1, 2018 and not prior to system implementation date.

(a) A Critically Ill Child Care Leave Allowance is payable only to those employees on a critically ill child care leave who have attained Seniority, has at least 6 months service with the Company and in receipt of an employment insurance benefit for a legislative Critically Ill Child Care Leave.

(b) Critically Ill Child Care Leave as defined under ESA, 2000 allows eligible seniority employees to take a leave of absence for up to 37 weeks to care for a critically ill child.

(c) To qualify, the employee must advise the Company in writing with a plan on how the leave will be scheduled using the ESA, 2000 prescribed Medical Certificate to Support Entitlement to Critically Ill Child Care Leave. The prescribed Medical Certificate must be filled out by a qualified medical practitioner and state the child requires the care or support from a parent for a particular amount of time. If the prescribed Medical Certificate sets out a period that is less than 37 weeks, the leave will expire at that time period. In all cases, the leave will end one year after the first day of the week that the prescribed Medical Certificate was issued or child became critically ill, whichever is earlier. A child for this purpose is defined as a child, stepchild, foster child or child who is under legal guardianship, and who is under 18 years of age.

## **EXHIBIT D-2**

### **THE SHORT WORK WEEK BENEFIT PLAN**

#### **Section 1. ELIGIBILITY FOR BENEFIT**

- (a)** A team member shall be eligible for a Short Work Week Benefit for any Week beginning on or after September 17, 2013, if with respect to such Week:

  - (1)** the team member had at least one (1) year of Seniority (3 years of Seniority if hired on or after September 17, 2013) as of the team member's last day worked preceding a qualifying layoff, as described in Section 2 of Article I of the Supplemental Unemployment Benefit Plan, provided however that a layoff resulting from an act of God shall be considered a qualifying layoff for purposes of this Plan; and
  - (2)** the team member had less than forty (40) Compensated or Available Hours and:

    - (i)** the team member performed some work for the Company, or
    - (ii)** the team member received some jury duty pay or bereavement pay from the Company, or
    - (iii)** the team member received only holiday pay from the Company and, for the immediately preceding Week, had either received a Short Work Week Benefit or had 40 or more Compensated or Available Hours.
- (b)** A team member will not receive a Short Work Week Benefit with respect to a Week during which the team member loses Seniority other than by death or retirement under the provisions of the CAMI Automotive Inc. Defined Benefit Pension Plan for Production and Maintenance Workers.
- (c)** A team member will not be required to file an application for a Short Work Week Benefit. However, if a team member believes that he/she was entitled to a Short Work Week Benefit which he/she does not receive on the date when such Benefits for such Week are paid, the team member may file

written application therefore within 60 calendar days after such date.

- (d) A Short Work Week Benefit payable in any Week under this Plan shall be in lieu of any Benefit payable under the provisions of the Supplemental Unemployment Benefit Plan for that Week.

**Section 2. DETERMINATION OF AMOUNT**

- (a) The Short Work Week Benefit payable to an eligible team member in any Week beginning on or after October 13, 2017, shall be an amount equal to the product of the number by which forty (40) exceeds the team member's Compensated or Available Hours, counted to the nearest tenth of an hour, multiplied by eighty percent (80%) of the combined Base Wage Rate and cost-of-living allowance, if eligible.
- (b) The Company shall deduct from the amount of any Short Work Week Benefit computed under this Plan any amount required to be withheld by the Company by reason of any law or regulation, for payment of taxes or otherwise to any federal, provincial, or municipal government.

**Section 3. COMPANY DETERMINATION OF ELIGIBILITY**

The Company shall promptly determine the team member's eligibility for a Short Work Week Benefit, and the Short Work Week Benefit shall be paid or denied in accordance with such determination. In situations where a team member has made written application for a Short Work Week Benefit, and the Company ultimately determines that the team member is ineligible for such Short Work Week Benefit, the Company shall promptly notify the team member in writing of the reason(s) for such determination.

**Section 4. METHOD OF PAYMENT**

Short Work Week Benefits will be payable by the Company through the regular payroll system. If the Company determines that a Benefit is payable, it shall pay the Short Work Week Benefit on the Thursday of the Week next following the Week for which such Benefits are payable. If it is determined that the Benefit paid should have been paid in a greater amount, the adjustment will be made on

the Thursday next following the Week in which it is established that a correction is required.

**Section 5. OVERPAYMENT**

- (a) If the Company determines that any Short Work Week Benefit(s) paid under the Plan should not have been paid or should have been paid in a lesser amount, written notice thereof shall be mailed to the team member receiving the Short Work Week Benefit(s), and the team member shall repay the amount of the overpayment to the Company in accordance with the schedule outlined in Letter 25 of Collective Agreement.
- (b) If the team member shall fail to return such amount promptly, the Company shall arrange to recover the amount of overpayment by making a deduction from compensation payable by the Company to the team member on the same basis as outlined in the Labour Agreement.
- (c) If the Company determines that a team member has received a Short Work Week Benefit in any Week with respect to which Week the team member has received an Employment Insurance Benefit, the full amount of the Short Work Week Benefit, or a portion of the Short Work Week Benefit equivalent to the Employment Insurance Benefit or that part thereof applicable to such Week, whichever is less, shall be treated as an overpayment in accordance with this Section.

**Section 6. FINANCIAL PROVISIONS AND REPORTS**

- (a) The Plan is financed from general revenues. The Company reserves the right to alter the basis under which the Plan is financed at its discretion.
- (b) The Plan will be implemented effective October 13, 2017.
- (c) The maximum Company liability under this Plan is outlined in Document 1 of Exhibit D.
- (d) The first date that any payment will be made under this Plan is October 17, 2017.

**Section 7. GENERAL**

The provisions of these Sections 1 through 9 constitute the entire Short Work Week Benefit Plan (hereinafter referred to as the Plan) and express each and every obligation of the Company with respect to the financing of this Plan and providing for Short Work Week Benefits.

**Section 8. AMENDMENT AND TERMINATION OF THE PLAN**

So long as the Labour Agreement of which this Plan is a part shall remain in effect, the Plan shall not be amended, modified, suspended or terminated, except as may be proper or permissible under the terms of the Plan or the Labour Agreement. Upon the termination of the Labour Agreement, the Company shall have the right to continue this Plan in effect and to modify, amend, suspend or terminate this Plan, except as may be otherwise provided in any subsequent Labour Agreement between the Company and the Union.

**Section 9. DEFINITIONS**

Any term used herein which has a counterpart that is defined in the Supplemental Unemployment Benefit Plan shall, unless specifically defined herein, have the same meaning, for the purposes of this Plan, as such term has under the Supplemental Unemployment Benefit Plan. As used herein:

- (1) **"Base Wage Rate"** shall mean the team member's straight-time hourly rate (excluding cost-of-living allowance and all other premiums or bonuses of any kind) applicable to the day(s) which caused the team member to have less than 40 Compensated or Available Hours in the Week.
- (2) **"Compensated or Available Hours"** for a Week shall be the sum of:
  - (a) all straight-time hours for which a team member receives pay from the Company; plus
  - (b) all straight-time hours scheduled for or made available to the team member by the Company but not worked by the team member after having been given reasonable notice; plus



- (c) all hours for which a team member is on an approved leave of absence; plus
  - (d) all hours not worked by the team member because of any of the reasons disqualifying the team member from receiving a Benefit under Sections 2(b)(2), (3), (4) and (6) of Article I of the Supplemental Unemployment Benefit Plan, excluding hours not worked because of an act of God; plus
  - (e) with respect to a team member who is scheduled for shifts of less than 8 hours as a result of participation in a Company-approved modified hours program or as a result of any other Company-approved work arrangement, a number of hours equal to the difference between such team member's regularly compensated hours during a Work Week and 40;
- (3) **"Plan"** means the Short Work Week Benefit Plan as set forth in this Exhibit D-2;
- (4) **"Week"** when used in connection with eligibility for and computation of Short Work Week Benefits with respect to a team member means a Short Work Week.

## **EXHIBIT D-3**

### **THE INCOME MAINTENANCE BENEFIT PLAN**

#### **Section 1. GENERAL**

The Income Maintenance Benefit Plan is designed to promote employment stability and avoid layoffs. The Plan provides a weekly income payment and insurance coverage, subject to the terms, conditions and limitations contained herein (including the definitions contained in Section 19 hereof), for eligible team members who become laid off from the Company on or after the Effective Date and during the term of the 2017 Collective Labour Agreement.

#### **Section 2. ELIGIBILITY FOR AN IMP BENEFIT**

A team member at Work on or after the Effective Date and laid off during the term of the 2017 Collective Labour Agreement shall be eligible for an IMP Benefit for any Week beginning on or after October 13, 2017, if with respect to such Week the team member meets all of the following conditions:

- (a) Was, for the entire Week, on a qualifying layoff as described in Section 3 and such Week occurs within the IMP Benefit Period immediately following the last Week for which the Benefit was paid that exhausted the team member's entitlement under the Supplemental Unemployment Benefit Plan for the qualifying period of layoff.
- (b) Had at least 5 years of Seniority, 6 years of Seniority for employees hired on or after September 17, 2013 under the terms of the Collective Labour Agreement, on the last day the team member worked prior to the effective date of such layoff and such years of Seniority had not been broken on or prior to the last day of the Week.
- (c) Has met the criteria of exhausting the SUB Benefit Week entitlement or (104 weeks if under less than 10 years seniority at date of layoff, 156 weeks if more than 10 years of seniority at date of layoff), whichever occurs first.
- (d) Has made an application for IMP Benefits in accordance with procedures as established by the Company.

(e) Has applied, and is in receipt of Employment Insurance Benefits, unless the team member has exhausted their Employment Insurance Benefit rights.

(f) Is either:

(1) working with a subsequent employer;

(2) meets the requirement of able and available for work, utilized by Human Resource and Skills Development Canada, for purposes of the receipt of an Employment Insurance Benefit and meets the eligibility requirements other than the minimum number of qualifying weeks for such Employment Insurance Benefit for such Week, even though the team member may have exhausted such Benefits;

(3) is participating in a jointly approved vocational training program;

or

(4)

(i) becomes wholly and continuously disabled after such otherwise qualifying layoff began, and

(ii) remains wholly and continuously disabled for a period of more than one Week (the period of eligibility shall not include the first Week of such disability,) and

(iii) is under a doctor's care;

provided, however, that such eligibility while disabled shall cease when the team member becomes eligible for a disability retirement benefit under the Retirement Plan. If the team member has exhausted Employment Insurance Benefits, any reporting requirements associated with Employment Insurance Benefit eligibility will not apply under this paragraph.

(g) Reports on a Timely Basis, as required, to the Company:

(1) Income from Other Sources,

(2) Statutory Benefits,

(3) Evidence of active registration with Human Resources and Skills Development Canada,

(4) Changes in employment status

(h) Provides the Company or governmental agencies, as required, with any waivers, releases and reasonable evidence that may be required by such agencies or the Company for purposes of verifying the team member's eligibility for and amount of IMP Benefits.

**Section 3. CONDITIONS WITH RESPECT TO LAYOFF**

(a) A layoff for the purposes of this Plan includes any Seniority layoff except an inverse Seniority layoff resulting from a reduction in force.

(b) A team member's layoff for any Week will be deemed qualifying for Plan purposes only if:

(1) such layoff is for the entire week; and

(2) such layoff was from the Bargaining Unit;

(3) such layoff was not for disciplinary reasons; and was not a consequence of:

(i) a strike, slowdown, work stoppage, picketing (whether or not by team members) or concerted action at the Company plant or any dispute of any kind involving team members or other persons employed by the Company and represented by the Union; and

(ii) any fault attributable to the team member,

(iii) any war or hostile act of a foreign power (but not government regulation or controls connected therewith),

(iv) sabotage (including but not limited to arson) or insurrection,

(v) any act of God; or

- (4) the team member is not eligible to retire under the CAMI Defined Benefit Pension Plan for Production and Maintenance Workers except under Section 6.05;
- (5) at a time when the team member was on an otherwise qualifying layoff for purposes of this Plan or after having been advised that the team member would be placed on such a layoff in the future, the team member did not refuse or fail to appear for an employment interview or related pre-employment physical examination (unless for Good Cause) or refuse any offer of employment with the Company.
- (6) the team member retains years of Seniority under the Collective Labour Agreement.

#### **Section 4. DESCRIPTION OF IMP BENEFITS**

A team member eligible for IMP Benefits, in accordance with Section 2 of this Plan, is entitled to an IMP Income Benefit and to IMP Insurance Coverage as provided in this Section, and reduced as provided in this Section and in Section 5, until the team member's eligibility for such Benefits is terminated, or until the Maximum Liability Amount, as defined in Section 13(c), has been reached.

##### **(a) IMP Income Benefit**

- (1) At the time of layoff an income level will be calculated for each team member who thereafter may be eligible for an IMP Income Benefit. For eligible team members, the income level will equal 60% of Weekly Before-Tax Base Earnings, as of the team member's last day Worked prior to the qualifying layoff.
- (2) The gross amount of the IMP Income Benefit payable to an eligible team member will equal the income level reduced by offsets provided under Section 5 of the Plan.

##### **(b) IMP Insurance Coverage**

A team member who is eligible to receive the IMP Benefits will receive IMP Insurance Coverage, as determined in accordance with this paragraph, until the end of the month following the month in

which Seniority is broken in accordance with the provisions of Exhibit D-4, Section 5, and for any other team member, until termination of IMP Benefits. The IMP Insurance Coverage consists of Health Care and Life and Extra Accident Insurance.

**Section 5. IMP INCOME BENEFIT OFFSETS**

- (a) The IMP Income Benefit described in Section 4(a) is reduced by gross income or payments that a team member receives or is eligible to receive from the following sources:
  - (1) Statutory Benefits,
  - (2) Income from other Sources in excess of the greater of the amount disregarded as earning by Employment Insurance or 20% of such Income received or receivable (except disability, termination and supplemental unemployment benefit pay will be offset at 100%); provided, however, that with respect to a Week for which a team member has received an Employment Insurance "waiting period" credit, the reduction for Income from other Sources shall be such amount in excess of the greater of an amount equal to 25% of the team member's Employment Insurance benefit rate or 20% of such Income received or receivable by the team member for such week,
  - (3) The amount of any pay in lieu of notice of termination of employment, mass termination or plant closing or similar payment required under Federal or Provincial law.
- (b) In addition, a team member's outstanding debts to the Company or trustees of any Company benefit plan or program, and a team member's un-repaid overpayments under the SUB Plan shall be offset against IMP Income Benefits. The amount of IMP Income Benefits that are offset by SUB overpayments or outstanding debts to the Company or trustees of any Company plan or program, shall be paid to the Company or other Company plan or program, as applicable.

**Section 6. RELATIONSHIP BETWEEN GOVERNMENTAL REQUIRED SEPARATION OR SEVERANCE PAY AND PLAN BENEFITS**

The IMP Benefits described in Section 4 shall be applied to reduce the amount of any separation, severance payment or similar payment required by Federal or Provincial law by reason of any plant closing.

**Section 7. DURATION OF IMP BENEFITS**

- (a) The period for which IMP Benefits are payable to an eligible team member under this Plan (hereinafter referred to as the IMP Benefit Period) shall be a period of consecutive Weeks equal in number to the number of IMP units credited to the team member under the provisions of Section 7(b) below, beginning the week immediately following the last Week for which the team member received a Benefit under the SUB Plan and with respect to which the team member exhausted entitlement under the SUB Plan or following such Week the team member elected to cancel entitlement under the SUB Plan under the provisions of Section 2(c) of this Plan.
- (b) Upon the team member’s exhaustion of entitlement under the SUB Plan, the team member will be credited with IMP weeks under this Plan in accordance with the following table:

Team Member’s Years of Seniority on Last Day Worked Prior to Qualifying for IMP	Number of IMP Benefit Weeks Credited
5 but less than 6 *	26
6 but less than 7	32
7 but less than 8	38
8 but less than 9	45
9 or more	52

\* Hired prior to September 17, 2013

- (c) IMP Benefit Weeks will be cancelled for each and all IMP Income Benefits paid to the team member under this Plan at a rate equal to one IMP Benefit per Week.
- (d) Any IMP Weeks remaining to the team member’s credit at the end of the team member’s IMP Benefit Period and after

the expiration of the IMP Benefit application time limit for the final Week of the team member's IMP Benefit under this Plan, will be permanently forfeited.

#### **Section 8. TERMINATION OF IMP BENEFITS**

A team member's eligibility for IMP Benefits will permanently terminate (even though the team member may not have applied for or yet become eligible to receive IMP Benefits for any period) upon the earliest of:

- (a) Death,
- (b) Retirement,
- (c) Acceptance of a Voluntary Termination of Employment Payment as provided under the Voluntary Termination of Employment Plan,
- (d) Refusal to accept any offer of employment with the Company,
- (e) Loss of seniority for any reason.

#### **Section 9. IMP BENEFIT OVERPAYMENTS**

- (a) If the Company determines that any benefit paid under the Plan should not have been paid or should have been paid in a lesser amount, written notice thereof shall be mailed to the team member receiving such benefit and the team member shall return the amount of the overpayment to the Company; provided however, that no such repayment shall be required if the cumulative overpayment is \$3 or less. The team member shall repay the amount of overpayment in accordance with the schedule outlined in Letter 25 of the Collective Agreement.
- (b) If the team member shall fail, within 30 calendar days following receipt or attempted delivery of notice of such overpayment, to return the overpayment to the Company, the team member's future IMP Benefits will be reduced by such IMP Benefit overpayment; provided, however, that the Company shall include in such overpayment notice a statement that eligibility for IMP Benefits will be so reduced. The Company shall have the right to make or arrange to have



made deductions for such overpayments from any present or future amounts which are or become payable by the Company to such team member.

**Section 10. WITHHOLDING TAX**

The Company shall deduct from the amount of any payment under the Plan any amount required to be withheld by the Company by reason of any law or regulation for payment of taxes or otherwise, to any federal, provincial or municipal government. In determining the amount of any applicable tax entailing personal exemptions, the Company shall be entitled to rely on the official form filed by the team member with the Company for purposes of income tax withholding.

**Section 11. POWERS AND AUTHORITY OF THE COMPANY**

**(a) Company Powers**

The Company shall have such powers and authority as are necessary and appropriate in order to carry out its duties under the Plan, including, without limitation, the power to:

- (1)** obtain such information as it shall deem necessary to carry out its duties under the Plan;
- (2)** investigate the correctness and validity of information furnished with respect to an application for an IMP Benefit;
- (3)** make initial determinations with respect to IMP Benefits;
- (4)** establish reasonable rules, regulations and procedures concerning:
  - (i)** the manner in which and the times and places at which an application shall be filed for IMP Benefits,
  - (ii)** the form, content and substantiation of the application for IMP Benefits,
  - (iii)** the allocation of Statutory Benefits and Income from Other Sources that are not directly attributable to

specific Weeks for purposes of determining IMP Benefits;

- (5) determine the amount of Company funds that have been expended under the Plan to ensure that the Maximum Liability Amount, as defined under Section 13(c), will not be exceeded;
- (6) establish appropriate procedures for giving notices required to be given under the plan;
- (7) establish and maintain necessary records;
- (8) furnish the Union an annual report for each calendar year as to Company expenditures counted against the Maximum Liability Amount; and
- (9) prepare and distribute information explaining the Plan.

**(b) Company Authority**

Nothing contained in the Plan shall be deemed to qualify, limit or alter in any manner the Company's sole and complete authority and discretion to establish, regulate, determine or modify at any time levels of employment, hours of work, the extent of hiring and layoff, production schedules, manufacturing methods, the products and parts thereof to be manufactured, where and when work shall be done, marketing of its products, or any other matter related to the conduct of its business or the manner in which its business is to be managed or carried on, in the same manner and to the same extent as if the Plan were not in existence; nor shall it be deemed to confer upon the Union any voice in such matters.

**(c) Applicable Law**

The Plan and all rights and duties thereunder shall be governed, construed and administered in accordance with the laws of the Province of Ontario, except that the eligibility of a team member for, and the amount and duration of Employment Insurance Benefits shall be determined in accordance with the Employment Insurance Act of Canada.

**Section 12. APPLICATION AND DETERMINATION OF ELIGIBILITY**

**a) IMP Benefits**

**(1) Application Procedure**

**(i) Filing Applications**

An application for an IMP Benefit may be filed, either in person or by mail, in accordance with procedures established by the Company. No application for an IMP Benefit shall be accepted unless it is submitted to the Company within 60 calendar days after the end of the Week with respect to which it is made.

**(ii) Application Information**

Application for IMP Benefits shall be in writing and shall include any information deemed relevant by the Company with respect to the determination of the team member's eligibility for and amount of IMP benefits and the determination of offsets to such benefits as provided under Section 5 of the Plan.

**(2) Determination of Eligibility**

When a application is filed for an IMP Benefit and the Company is furnished with the evidence and information as required, the Company shall have initial responsibility for determining eligibility.

**(b) Notice of Denial**

If the Company determines that a team member is not entitled to IMP Benefits it shall notify the team member promptly, in writing, of such determination, including the reasons therefor, and of the team member's right to appeal.

**Section 13. FINANCIAL PROVISIONS AND LIABILITY**

**(a) All IMP Benefits shall be payable by the Company.**

- (1) Any payments made by the Company are subject to, and limited by, in the aggregate, the Maximum Liability Amount as defined under Document 1 of Exhibit D of the Section.
- (2) If the Company at any time shall be required to withhold any amount from IMP Income Benefits by reason of any federal or provincial law or regulation, the Company shall have the right to charge such amount against the amount of the Maximum Liability Amount as defined under Document 1 of Exhibit D of the Section.

(b) IMP Benefit Cheques Not Presented

If a payment is made under the plan and the amount of the payment is not claimed within a period of 2 years from the date such payment was made, the amount shall revert to the Company and such amount will be credited to the Plan's Maximum Liability Amount.

(c) Liability

- (1) The Plan applies only to eligible team members laid off on or after the Effective Date and during the term of the 2017 Collective Labour Agreement. The Company's total financial liability shall be limited to the Maximum Liability Amount as set forth under Document 1 of Exhibit D of this section.
- (2) If it appears the Maximum Liability Amount will be reached before all team members cease eligibility for IMP Benefits, the issue may be discussed by the Company and Union and a determination made whether to reduce the amount of IMP Benefits to provide for an equitable means for distribution of the Company's remaining obligations.

**Section 14. NON-ALIENATION OF BENEFITS**

Except as otherwise provided under Section 5 and Section 9 of this Plan, no IMP Benefit shall be subject in any way to alienation, sale, transfer, assignment, pledge, attachment, garnishment, execution, or encumbrance of any kind, and any attempt to accomplish the same shall be void. In the event that the Company shall find that such an attempt has been made with respect to any such IMP Benefit due or

to become due to any team member, the company in its sole discretion may terminate the interest of such team member in such IMP Benefit and apply the amount of such IMP Benefit to or for the benefit of any team member, spouse, parents, children or other relatives or dependents as the Company may determine, and any such application shall be a complete discharge of all liability with respect to such IMP Benefit.

#### **Section 15. MISCELLANEOUS**

- (a) IMP Benefits shall be payable hereunder only to the team member who is eligible therefore, except that if the company shall find that such a team member is deceased and has not received all IMP Benefits payable prior to termination by death or is unable to manage the team member's affairs for any reason, any such IMP Benefit payable shall be paid to the team member's duly appointed legal representative, if there be one, and if not, to the spouse, parents, children or other relatives or dependents of such team member as the Company in its discretion may determine. Any IMP Benefit so paid shall be a complete discharge of any liability with respect to such IMP Benefits. In the case of death, no IMP Benefit shall be payable with respect to any period following the team member's death.
  
- (b) A team member's IMP benefits will not be terminated nor will the team member be deemed ineligible for IMP Benefits for refusal of, or failure to appear for, an employment interview, or refusal to accept employment where such employment, at the time of such refusal or failure, would have been in a Labour unit at a location at which a strike, lockout or other labour dispute is or was in progress and the team member would not have been disqualified for Employment Insurance benefits by such action.

#### **Section 16. AMENDMENT AND TERMINATION OF THE PLAN**

So long as Document 1 of Exhibit D, 2017 Supplemental Agreement covering the Income Maintenance Benefit Plan, shall remain in effect, the Plan shall not be amended, modified, suspended, or terminated, except as may be proper or permissible under the terms of the Plan or such Agreement.

Upon termination of Document 1 of Exhibit D, 2017 Supplemental Agreement, the Company shall have the right to continue the Plan

in effect and to modify, amend, suspend, or terminate the Plan, except as may be otherwise provided in any subsequent agreement between the Company and the Union, and except that the Plan shall continue for eligible team members laid off during the 2017 Collective bargaining Agreement and eligible for IMP Benefits hereunder, subject to Document 1 of Exhibit D.

#### **Section 17. EFFECT OF REVOCATION OF GOVERNMENTAL RULINGS**

(a) If any ruling which may be obtained by the Company holding that payments under the Plan constitute currently deductible expenses under the Canadian Income Tax Act, Chapter 63, S.C.1970-71-72, as amended, as now in effect or as hereafter may be amended, or under any other applicable federal or provincial income tax law, shall be revoked or modified in such manner so as to be no longer satisfactory to the Company, all obligations of the company under the Plan shall cease and the Plan shall thereupon terminate and be of no further effect (without in any way effecting the validity or operation of the Collective Bargaining Agreement).

(b) Supplementation of Employment Insurance Benefits

If Supplementation is no longer permitted by rulings from Canadian governmental authorities, or by amendments of the Employment Insurance Act, the parties shall endeavor to negotiate an agreement establishing a plan for benefits not inconsistent with the purposes of the Plan.

#### **Section 18. DEFINITIONS**

As used herein:

(1) **"Act of God"** under the Plan shall have the same meaning as it has for a qualifying layoff under the SUB Plan.

(2) **"Bargaining Unit"** means a unit of team members covered by the Collective Bargaining Agreement.

(3) **"Base Hourly-Rate"** means the straight-time hourly-rate, including cost-of-living allowance, if eligible, but excluding all other premiums and bonuses of any kind, of a team member on the team member's last day at Work in the Bargaining Unit prior to layoff.

- (4) **"Collective Labour Agreement"** means the currently effective Collective Labour Agreement between the Company and the Union which incorporates this Plan by reference. 2017 Collective Bargaining Agreement means the collective bargaining agreement dated October 13, 2017 between the Company and the Union.
- (5) **"Company"** means CAMI
- (6) **"Effective Date"** means October 17, 2017.
- (7) **"Employment Insurance Benefit"** means an unemployment benefit payable by Human Resources and Skills Development Canada, including any federal or provincial training allowances.
- (8) **"Health Care"** means health care coverage as specified in the Health Care Insurance Program. Coverage shall not include Dental Benefits.
- (9) **"Human Resources and Skills Development Canada"** means the federal agency responsible for the administration of:
- (i) benefits provided under any federal or provincial laws to persons on account of their unemployment;
  - (ii) programs to identify employment opportunities, or
  - (iii) training or education programs that may assist an individual in qualifying for better paying employment opportunities.
- (10) **"Income from Other Sources"** means any income by reason of or related to any employment (for example, wages, tips, commission, bonuses, vacation pay, disability pay, supplemental unemployment compensation and termination pay) of the team member.
- (11) **"IMP Benefit"** means an IMP Income Benefit and IMP Insurance Coverage, provided to an eligible team member under the provisions of this Income Maintenance Benefit Plan.

- (12) **"IMP Income Benefit"** means the income benefit payable for a Week to an eligible team member under Section 4(a) of the Plan which is subject to offset in accordance with Section 5.
- (13) **"IMP Insurance Coverage"** means Health Care coverage and Life and Extra Accident Insurance coverage provided to eligible team members under the Plan as defined in Section 4(b) of the Plan.
- (14) **"Life and Extra Accident Insurance"** means Life Insurance coverage as specified in Article II of the Group Life Insurance and Disability Benefit Program. Coverage shall not include Sickness and Accident or Extended Disability Insurance coverage.
- (15) **"Maximum Liability Amount"** means the established amount, expressed in dollars, of the Company's total financial liability for the cost of this Plan under the provisions of Section 14(c) of this Plan.
- (16) **"Plan"** means the Income Maintenance Benefit Plan as set forth in this exhibit D-3.
- (17) **"Reports on a Timely Basis" or "Report on a Timely Basis"** means that the team member must fully furnish the information required to establish eligibility for and the amount of any IMP Benefits within 60 calendar days after the end of the Week with respect to which IMP Benefits are sought and with respect to any additional information requested by the Company within 60 days of such Company request, unless the team member can demonstrate that the information was furnished at the earliest time when it could be obtained with diligence or that the failure was clearly inadvertent. Failure to report earnings from any subsequent employment or any Employment Insurance benefits will not be considered inadvertent. Upon discovery that the team member failed to furnish certain information required, clearly through inadvertence, the team member shall promptly furnish the information.
- (18) **"Retirement"** means retirement regardless of age or type, under the Pension Plan established by agreement between the Company and the Union or any other pension plan or retirement program maintained by the Company.



- (19) **"Seniority"** means seniority status under terms of the Collective Bargaining Agreement as of the date of a layoff qualifying for IMP Benefits hereunder.
- (20) **"Statutory Benefits"** means payments which the team member receives or which without a means test would be available (upon application if necessary) as a result of federal, provincial, or municipal laws, regulations or statutes, including, without limitation, such income received or receivable as an Employment Insurance Benefit, or benefits under the Canada or Quebec Pension Plan, governmental pensions, and Weekly lost-time benefits under Workers Safety Insurance Board; provided, however that Statutory Benefits shall not include amounts which would be available to the team member, but which the team member has not received, and which require a means test in order to be eligible. The foregoing are intended to be examples only and do not limit the types of present or future Statutory Benefits which shall be offset under the Plan.
- (21) **"SUB"** means the Supplemental Unemployment Benefit Plan, Exhibit D-1 of this agreement.
- (22) **"Supplementation"** means recognition of the right of a person to receive both an Employment Insurance Benefit and an IMP Income Benefit under the Plan for the same Week of layoff at approximately the same time and without reduction of the Employment Insurance Benefit because of the payment of the IMP Income Benefit under the Plan;
- (23) **"Team Member"** means a Full-Time, hourly-rate team member in a Bargaining Unit covered by the Plan, including such a person laid-off from Company employment in such a Bargaining Unit and who is eligible for an IMP Benefit except that a "team member at Work" means a Full-Time, hourly team member in such a Bargaining Unit who receives pay for regular hours scheduled by the Company and Worked within such a Bargaining Unit on or after the Effective Date.
- (24) **"Union"** means UNIFOR and UNIFOR Local No. 88.
- (25) **"Voluntary Termination of Employment Benefit Plan"** means the Voluntary Termination of Employment Benefit Plan, Exhibit D-4 to the Collective Labour Agreement.

- (26) **"Voluntary Termination of Employment Payment"** means a payment of a benefit under the Voluntary Termination of Employment Benefit Plan.
- (27) **"Week"** when used in connection with eligibility for and computation of IMP Benefits with respect to a team member, means a period of layoff equivalent to a Work Week. **"Work Week"**: means 7 consecutive days beginning on Monday at the regular starting time of the shift to which the team member is assigned, or was last immediately prior to being laid off, or other appropriate 7 day period.
- (28) **"Weekly Before-Tax Base Earnings"** means an amount equal to a team member's Base Hourly Rate as of the last day Worked prior to layoff, including cost-of-living allowance but excluding all other premiums and bonuses of any kind, multiplied by 40.
- (29) **"Work" or "at Work" or "Worked"** means receiving pay for regular hours scheduled by the Company and worked within the Bargaining Unit.

## EXHIBIT D-4

### THE VOLUNTARY TERMINATION OF EMPLOYMENT BENEFIT PLAN

A team member otherwise eligible for IMP benefits under the Income Maintenance Benefit Plan may elect to receive a Voluntary Termination of Employment in lieu of future IMP Benefits.

#### Section 1. ELIGIBILITY

A team member at Work on or after the Effective Date of the current Collective Bargaining Agreement shall be eligible for a Voluntary Termination of Employment Payment if:

- (a) the team member is otherwise eligible for IMP Benefits under Section 2 of the Income Maintenance Benefit Plan;
- (b) the team member is not eligible to receive a monthly pension on a monthly retirement benefit other than a deferred pension or a deferred retirement benefit under the CAMI Defined Benefit Pension Plan for Production and Maintenance Workers except Section 6.05;
- (c) the team member has not refused any employment interview or offer of work by the Company pursuant to any of the conditions set forth in Section 3(b)(5) of the Income Maintenance Benefit Plan on or after the last day the team member worked for the Company, and prior to the date on which the team member makes application;
- (d) the team member has made application for a Voluntary Termination of Employment Payment prior to the last day of the Week with respect to which the team member's final Week of Income Maintenance Benefit entitlement applies and as of such application date has unbroken Years of Seniority under the Plan;
- (e) the team member has been on indefinite layoff from the Company for a minimum continuous period of 24 months and has forfeited all entitlement to benefits pursuant to Article III, Section 1 of the Supplemental Unemployment Benefit Plan.

**Section 2. DETERMINATION OF AMOUNT AND PAYMENT**

- (a) Subject to the Maximum Liability Amount defined in Section 7, a Voluntary Termination of Employment Payment shall be payable by the Company and only in a lump sum.
- (b) The Voluntary Termination of Employment Payment payable to an eligible team member who shall meet the conditions set forth in Section 1 of this Plan shall be an amount determined in accordance with the team member's Years of Seniority on the last day worked prior to the team member's qualifying layoff for IMP Benefits.

For eligible team members, the gross Payment amount will be in accordance with the following table:

Completed Years of Seniority*	Amount	
	Permanent Layoff **	Plant Closure
5 < 6 ***	\$27,500	\$42,500
6 < 7	\$29,500	\$44,500
7 < 8	\$31,500	\$46,500
8 < 9	\$33,500	\$48,500
9 < 10	\$35,500	\$50,500
10 < 11	\$37,500	\$52,500
11 < 12	\$39,500	\$54,500
12 < 13	\$41,500	\$56,500
13 < 14	\$43,500	\$58,500
14 < 15	\$45,500	\$60,500
15 < 16	\$47,500	\$62,500
16 < 17	\$49,500	\$64,500
17 < 18	\$51,500	\$66,500
18 < 19	\$53,500	\$68,500
19 < 20	\$55,500	\$70,500
20 < 21	\$57,500	\$72,500
21 < 22	\$59,500	\$74,500
22 < 23	\$61,500	\$76,500
23 < 24	\$63,500	\$78,500
24 < 25	\$65,500	\$80,500
> 25	\$67,500	\$82,500

\*fractional Years of Seniority shall be disregarded.

\*\*for the purpose of VTEP, a layoff is deemed to be permanent if the team member is on layoff from the Company for a continuous period of 24 months.

\*\*\* team members hired prior to September 17, 2013

The gross payment will be reduced by the gross amount of IMP benefits (including an amount equal to the Company cost for the team member's IMP Insurance Coverage) paid to the team member under the Income Maintenance Benefit Plan as of the date the Payment application is received by the Company.

- (c) The Company shall deduct from the amount of any Voluntary Termination of Employment Payment as computed under this Plan any amount required to be withheld by the Company by reason of any law or regulation, for payment of taxes or otherwise to any federal, provincial, or municipal government.

**Section 3. VOLUNTARY TERMINATION  
OF EMPLOYMENT PAYMENT OFFSETS**

Any Voluntary Termination of Employment Payment to an eligible team member will be reduced by the team member's outstanding debts to the Company, including any unpaid overpayments to the team member under the Supplemental Unemployment Benefit Plan plus the amount of any pay in lieu of notice of termination of employment, mass termination or plant closing or similar payment required under Federal or Provincial law.

**Section 4. RELATIONSHIP BETWEEN  
GOVERNMENTAL REQUIRED  
SEPARATION OR SEVERANCE PAY AND  
PLAN BENEFITS**

The Payments described in Section 2 shall be applied to reduce the amount of any separation, severance payment or similar payment required by Federal or Provincial law by reason of any plant closing.

**Section 5. EFFECT OF RECEIVING VOLUNTARY  
TERMINATION OF EMPLOYMENT  
PAYMENT**

A team member who accepts a Voluntary Termination of Employment Payment shall cease to be a team member and shall have Seniority broken as of the date the team member's application

for a Voluntary Termination of Employment Payment is received by the Company.

## **Section 6. OVERPAYMENTS**

If the Company determines after issuance of a Voluntary Termination of Employment Payment that the Payment should not have been issued or should have been issued in a lesser amount, written notice thereof shall be mailed to the former team member and such former team member shall return the amount of the overpayment to the Company.

## **Section 7. FINANCIAL PROVISIONS AND LIABILITY**

(a) All Voluntary Termination of Employment Payments shall be payable by the Company.

(1) Any payments made by the Company are subject to and limited by, in the aggregate, the Maximum Liability Amount as defined under Document One of Exhibit D.

(2) If the Company at any time shall be required to withhold any amount from Voluntary Termination of Employment Payments by reason of any federal or provincial law or regulation, the Company shall have the right to charge such amount against the amount of the Maximum Liability Amount as defined under Document One of Exhibit D.

(b) Voluntary Termination of Employment Payment Cheques Not Presented

If a payment is made under the Plan and the amount of payment is not claimed within a period of 2 years from the date such payment was made, the amount shall revert to the Company.

(c) Liability

(1) The Plan applies only to eligible team members laid off on or after the Effective Date and during the term of the current Collective Labour Agreement. The Company's total financial liability for the cost of the Voluntary Termination of Employment Plan

including Payments under the Plan, any taxes or contributions imposed on the Company by reason of paying such Payments, and any taxes which reduce such Payments and are paid to the appropriate tax authority by the Company, shall be limited to the Maximum Company Amount as set forth under Document One of Exhibit D.

- (2) If it appears the Maximum Liability Amount will be reached before all team members cease eligibility for Voluntary Termination of Employment Payments, the issue may be discussed by the Company and Union and a determination made whether to reduce the amount of such Payments to provide for an equitable means for distribution of the Company's remaining obligations.

#### **Section 8. GENERAL**

- (a) The provisions of these Sections 1 through 10 constitute the entire Voluntary Termination of Employment Plan and express each and every obligation of the Company with respect to financing of the Plan and providing for Voluntary Termination of Employment Payments.

The Company and the Union, and each shall not be liable because of any act or failure to act on the part of any of the others, and each is authorized to rely upon the correctness of any information furnished to it by an authorized representative of any of the others. Notwithstanding the above provisions, nothing in this Section shall be deemed to relieve any person from liability for willful misconduct or fraud.

- (b) No Voluntary Termination of Employment Payment paid under the Plan shall be considered a part of any team member's wages for any purpose. No person who receives a Voluntary Termination of Employment Payment shall for that reason be deemed a team member of the Company during such period.

#### **Section 9. AMENDMENT AND TERMINATION OF THE PLAN**

So long as the Collective Labour Agreement of which this Plan is a part shall remain in effect, the Plan shall not be amended, modified,

suspended or terminated, except as may be proper or permissible under the terms of the Plan or the Collective Labour Agreement. Upon the termination of the Collective Labour Agreement, the Company shall have the right to continue the Plan in effect and to modify, amend, suspend or terminate the Plan, except as may be otherwise provided in any subsequent Collective Labour Agreement between the Company and the Union.

#### **Section 10. DEFINITIONS**

Any term used herein which has a counterpart that is defined in the Income Maintenance Benefit Plan shall, unless specifically defined herein, have the same meaning, for purposes of this Plan, as such term has under the Income Maintenance Benefit Plan.

As used herein:

- (1) **"Income Maintenance Benefit Plan"** means the Income Maintenance Benefit Plan, Exhibit D-3 to the Collective Labour Agreement.
- (2) **"Maximum Liability Amount"** means the established amount, expressed in dollars, of the Company's total financial liability for the cost of this Plan as defined under the provisions of Section 7 of this Plan.
- (3) **"Plan"** means the Voluntary Termination of Employment Benefit Plan as set forth in this Exhibit D-4.



**PRE-RETIREMENT INCOME  
MAINTENANCE PROGRAM**

**MISCELLANEOUS AGREEMENT CONCERNING  
PAYMENTS UPON PLANT CLOSURE**

During these negotiations, the parties agreed that upon a full plant closure Pre-Retirement Income Maintenance Program (PRIMP) benefits will be payable to eligible team members based on the following terms and conditions:

- (i) Eligible team members are those team members who are:
  - (a) age 50 or older with 10 or more years of credited service at the date of the plant closure, but are not eligible to retire with an unreduced pension under the provisions of the Pension Plan
  - (b) have 10 or more years of credited service and can attain age 50 with seniority unbroken under the current Collective Agreement.
- (ii) Eligible team members must be at least age 50 to receive PRIMP benefits.
- (iii) Eligible team members will receive monthly PRIMP benefits equal to:
  - (a) the sum of the basic and supplementary benefit rates in effect under the provisions of the applicable Pension Plan at the date of commencement of PRIMP benefits, multiplied by:
  - (b) the team member's credited service

Eligible team members who have 30 or more years of credited service, shall receive a special allowance amount which when added to the product of (a) and (b) will equal the amount of the total monthly benefit in effect under the provisions of the Pension Plan at the date of the commencement of the PRIMP benefits.
- (iv) Unless otherwise elected by both the team member and the surviving spouse (as defined in the pension plan), PRIMP

payments will be reduced by 5% of the amount calculated in (iii) above, excluding any supplementary benefit and special allowance amount, in order to provide PRIMP benefits to the surviving spouse, in an amount equal to  $66\frac{2}{3}\%$  of the portion of the team member's PRIMP benefit which is based upon the basic benefit amount, after the application of the 5% reduction.

In the event the team member's spouse predeceases the team member, the team member's unreduced PRIMP benefit will be payable, upon notification of the death of the spouse.

PRIMP benefits will be payable until the first date at which the team member is eligible (or would have been eligible in the event of the death of the team member), for an unreduced pension retirement under the Pension Plan.

- (v) On each October 1 following their commencement, PRIMP benefits will be recomputed in accordance with post-retirement increases adjustments applicable to team members retired under the Pension Plan.
- (vi) Team members or surviving spouses in receipt of PRIMP benefits would be eligible for unreduced retirement benefits from the applicable pension plan at the date the team member becomes eligible for unreduced retirement benefits (or at the date the team member would have attained eligibility for unreduced benefits, in the case of a surviving spouse), at which time the calculation of the pension payable will be based on the team member's credited service and benefit rates at the date of commencement of the team member's PRIMP benefits, adjusted for post-retirement increases.
- (vii) Team members and surviving spouses will be eligible for continued health care and group insurance coverage while in receipt of PRIMP benefits.
- (viii) The amount of any PRIMP benefits paid to eligible team members shall be applied against, and limited by, Total Income Security Fund Maximum Liability.
- (ix) Team members age 50 but not yet eligible for unreduced pension benefits who are eligible for PRIMP benefits at the date of plant closure will also be eligible for the lump sum retirement allowance pursuant to the Miscellaneous

Agreement Concerning Retirement Allowance Option Job  
Security.

**MISCELLANEOUS AGREEMENT CONCERNING  
RETIREMENT ALLOWANCE OPTION**

**JOB SECURITY**

During the current negotiations the parties discussed methods of providing retirement incentives to team members eligible under the Early Retirement provisions of the Pension Plan as identified in Supplemental Agreement, Pension Plan, Exhibit C-2 on the date of the plant closing as discussed in Supplemental Agreement, Exhibit D, Document 2.

Accordingly, for layoffs occurring, after October 13, 2017, any team member who is retirement eligible under the provisions of Supplemental Agreement, Pension Plan, Exhibit C-2, on the date of the plant closure or permanent job loss, will be given the option of taking a Retirement Allowance of \$50,000 (\$60,000 for Skilled Trades team members) and an associated \$20,000 vehicle voucher.

The parties agreed that receipt of the Retirement Allowance is in lieu of any Regular Benefit entitlement that may have been provided under the provisions of Supplemental Agreement, Exhibit D-4 and the SUB Plan.

Acceptance of this option will result in either the immediate retirement of the team member, or the commencement of PRIMP benefits for eligible team members.

All payments and associated vehicle vouchers made under the terms of this agreement shall be applied against, and limited by, the Total Income Security Fund Maximum Liability.

# **Supplemental Agreement**

Covering

**CAMI-UNIFOR CANADIAN  
LEGAL SERVICES PLAN**

**Exhibit E**

To

**COLLECTIVE AGREEMENT**

Between

GENERAL MOTORS OF CANADA COMPANY

CAMI ASSEMBLY

AND

UNIFOR LOCAL No. 88

Dated

October 13, 2017

(Effective Date: October 17, 2017)

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**EXHIBIT E**

**CAMI-UNIFOR CANADIAN LEGAL SERVICES PLAN**

Memorandum of Agreement entered into on October 13, 2017 between CAMI, hereinafter collectively referred to as "the Company", and UNIFOR and UNIFOR Local No. 88 hereinafter collectively referred to as "the Union" on behalf of the team members covered by the Labour Agreement of which this Supplemental Agreement is a part thereof as Exhibit E.

It is mutually agreed between the Company and the Union as follows:

In witness whereof, the Company and Unifor have caused this Plan to be executed by their duly authorized representatives as of the day and year first above written.

CAMI Assembly

UNIFOR and UNIFOR  
Local No. 88

FOR  
CAMI Assembly

FOR  
UNIFOR-LOCAL 88

Martha Di Carlantonio  
K. Sandham  
M. Armitage  
C. Radtke

M. Van Boekel  
W. MacDonald  
D. Borthwick  
J. Graves  
J. Bankes

## **Section 1. ESTABLISHMENT OF PLAN**

- 1.01 Establishment of Plan.** The CAMI- UNIFOR Canadian Legal Services Plan hereinafter referred to as the "Plan" was established through a Legal Services Agreement in Principle dated September 18, 1995 (Document One) whereas the Company and the Union agreed to establish a Legal Services Plan which provides personal legal services for participants.
- 1.02** The Company and the Union hereby agree to introduce the Plan as set forth herein for the duration of the 2017 Labour Agreement of which this Supplemental Agreement with respect to the Plan forms a part thereof as Exhibit E.

## **Section 2. DEFINITIONS**

- 2.01 Benefits:** means the specified, personal legal services and related items, which are necessary and appropriate to the particular legal matter covered by the Plan.
- 2.02 Committee:** means the Administrative Committee, as provided for in Section 3 of this Plan.
- 2.03 Cooperating Lawyer:** means a Lawyer, other than a full or part time team member of the Plan, who has contracted with the Plan to provide one or more Benefits to Participants.
- 2.04 Covered Dependent:** means individual(s) related to a team member or Retiree in any of the following ways:
- (a) **Spouse:** means the person to whom the team member is legally married, or, if the team member so elects, means a person who has been cohabiting and residing with the team member for a continuous period of at least six months and has been publicly represented by the team member as the team member's spouse and who has been so designated in writing on a form filed with the Company by the team member.
  - (b) **Surviving Spouse:** means the person to whom the team member is legally married, prior to the team members death, or if there is not a surviving



spouse, means a person who had been cohabiting and residing with the team member at the time of the team member's death, for an immediately preceding period of at least one year, and who had been publicly represented by the team member as the team member's spouse and who had been so designated in writing on a form filed with the Company by the team member provided that such spouse is eligible for benefits under The CAMI Defined Benefit Pension Plan for Production and Maintenance Workers. Hourly-Rate team members (Exhibits C, C1, and C-2 of the 2017 Labour Agreement), survivor income benefits under the Group Life Insurance and Disability Benefit Program (Exhibits B and B-1 of the 2017 Labour Agreement) or health care coverage under the Health Care Insurance Program (Exhibits A and A-1 of the 2017 Labour Agreement). An individual shall cease being a surviving spouse on remarriage.

- c) **Eligible children:** means unmarried children until the end of the calendar year in which they attain 25 years of age,
- (i) of the team member by birth, legal adoption, or legal guardianship, while such child legally resides with, is in the custody of, and is dependent upon the team member,
  - (ii) of the team member's spouse while such child is in the custody of and dependent upon the team member's spouse and is residing in and a member of the team member's household,
  - (iii) as defined in (i) and (ii), who does not reside with the team member but is the team member's legal responsibility for the provision of health care,
  - (iv) who resides with and is related by blood or marriage to the team member, for whom the team member provides principal support as defined by the

Canadian Income Tax Act, and who was reported as a dependent on the team member's most recent income tax return or who qualifies in the current year for dependency tax status.

Eligible children as defined in (i), (ii), (iii) or (iv) includes children regardless of age if totally and permanently disabled, provided that any such child attains age 21 must be dependent upon the team member within the meaning of the Canadian Income Tax Act and must legally reside with, and be a member of the household of, the team member. "Totally and permanently disabled" means having any medically determinable physical or mental condition which can be expected to result in death, or to be of long-continued or indefinite duration.

Upon application, eligible children who shall become orphaned on or after October 19, 1992 and who otherwise continue to be eligible as defined in (i), (ii), (iii) and (iv) shall be provided for covered expenses under the Program to the extent that benefit coverage for such expenses is not available under any other program provided by a legal guardian, such other persons or entity on whom the orphan is dependent, or any provincial plan.

For the purposes of this Section, children of the team member or Retiree shall include the after-born child by birth of a deceased team member or deceased Retiree.

**2.05 Legal Services Plan Funding Excess:** means the dollar amount by which the cumulative contributions required by section 6.02 of this Plan exceed the cumulative operating expenses of the Legal Services Plan.

- 2.06 Director:** means the individual appointed by the Committee, who is responsible for administering the Plan, set out in 3.01(e) of this Plan.
- 2.07 Team member:** means any individual who was hired on or prior to September 16, 2013 and is actively employed by the Company in Canada on an hourly-rate basis, and who retains seniority rights under the terms of the CAMI/UNIFOR Labour Agreement in Canada, and who is also a member of the bargaining unit as defined in the Labour Agreement, represented by the Union.
- 2.08 Fund:** means the fund of assets established and maintained to provide Benefits under the Plan, as set out in Section 6 hereof.
- 2.09 Lawyer:** means an individual licensed to practice law in the relevant province and for the purposes of this Plan includes a notary in Quebec and a notary in British Columbia.
- 2.10 Legal Worker:** means any individual, other than a Lawyer or clerical team member, who is employed by the Plan, either on a full or part-time basis, to assist a Lawyer or Cooperating Lawyer in providing Benefits.
- 2.11 Labour Agreement:** means any Collective Agreement between the Company and the Union which incorporates this Plan by reference.
- 2.12 Participant:** means an eligible team member, Retiree and/or Covered Dependent as defined in this Section 2.
- 2.13 Retiree:** means any individual who was formerly a team member hired on or prior to September 16, 2013, who is eligible for benefits, other than a deferred pension, under the CAMI Automotive Inc. Defined Benefit Pension Plan for Production and Maintenance Workers, as amended from time to time.
- 2.14 Staff Lawyer:** means a Lawyer employed by the Plan on a full or part-time basis, other than a Cooperating Lawyer.

### Section 3. ADMINISTRATION

**3.01 Allocation of Power and Duties.** The Plan shall be administered by the following, who shall have the powers and duties specified herein and none other:

- (a) **Union:** name and monitor its members of the Committee, as provided in 3.02 below.
- (b) **Company:** name and monitor its members of the Committee, as provided in 3.02 below.
- (c) **Independent Member:** act as Chairperson of the Committee, and carry out such other responsibilities as may be delegated by the Committee members.
- (d) **Committee:** The Committee shall have such powers and duties, not otherwise assigned by this Section, as are necessary for proper administration of the Plan, including, but not limited to, the following:
  - (i) Select, appoint, remove, direct, and monitor the Director.
  - (ii) Receive the Director's recommendations for staff assistants, and if appropriate to select, appoint, remove, direct and monitor such staff assistants.
  - (iii) Provide a mechanism, as set out in 3.03 below, for review and adjudication of the appeal of individuals dissatisfied with the actions of the Director, or any representative of the Plan.
  - (iv) In its sole discretion, establish limitations of any Benefit including related fees, but may not expand benefits or add additional benefits beyond those specified in Section 5 below
  - (v) Prescribe uniform rules and regulations, consistent with the provisions of this Plan, for determining an individual's

eligibility for Benefits, and for determining whether a claimed Benefit is covered or not.

- (vi)** Prescribe uniform procedures to apply for Benefits under the Plan, and for furnishing evidence necessary to establish entitlement to such Benefits.
- (vii)** In its discretion, prescribe uniform procedures for evaluating Benefit usage under the Plan, and collecting data thereon.
- (viii)** Either directly or by delegation, request disbursement from the Fund in accordance with provisions of the Plan, and receive such disbursements. Establish and maintain such depository and other accounts as may be required.
- (ix)** Receive a report, not less frequently than quarterly, together with an annual report, from the Director on the operation and status of the Plan.
- (x)** Receive a report, not less frequently than annually, from the trustee or bank on the status of the Fund.
- (xi)** Prescribe procedures for providing benefits under the Plan.
- (xii)** Delegate any of the above powers and duties in such manner as the Committee considers necessary and proper.
- (xiii)** In its sole discretion to permit staff lawyers to represent Participants on a fee for service basis in mixed benefit matters which exceed the prepaid limit and on referral benefits in accordance with the fees set forth in the Plan Fee Schedule as determined by the Committee from time to time, provided such benefit is not excluded by 5.05 Exclusions.

- (e) **Director:** In addition to those delegated by the Committee, the Director shall have the following powers and duties.
  - (i) Act as the chief executive officer of the Plan.
  - (ii) When duly authorized, take such action in the name of the Plan or the Committee as is necessary to administer the Plan.
  - (iii) Keep the books and records of the Plan and, not less frequently than annually, cause those books to be audited by an independent Chartered Accountant.
  - (iv) Prepare, file and provide to relevant Participants, all required documents and forms in the manner and with the frequency required by law and regulations thereunder.
  - (v) Receive applications for Benefits under the Plan.
  - (vi) Make initial determination of eligibility for and amount of Benefits.
  - (vii) Prepare, and recommend to the Committee an annual budget for the Plan.
  - (viii) Prepare, and present to the Committee quarterly and annual reports on the operation and status of the Plan.
  - (ix) Select and hire, under procedures approved by the Committee, a financial officer(s), all necessary Staff lawyers, Legal Workers, clerical personnel, and such other personnel as are necessary for the operation of the Plan.
  - (x) Negotiate and enter into contracts with Cooperating Lawyers, under such terms and conditions as the Committee may set.

- (xi) Implement procedures, as appropriate, for evaluating Benefit usage under the Plan. Advise and inform the Committee on patterns of Benefit usage. Recommend changes which may be helpful in delivering Benefits and otherwise accomplishing the purposes of the Plan.

**3.02 Structure and Operation of the Committee.** The Committee shall have the following structure and functions:

- (a) **Appointment.** The Committee shall consist of three (3) members appointed by the Company (hereinafter referred to as Company Members); three (3) members appointed by National Union UNIFOR (hereinafter referred to as Union Members); and, as Chairperson of the Committee, an Independent Member mutually satisfactory to the Company and the National Union UNIFOR. Either the Company or National Union UNIFOR may appoint alternate member(s). The National Union UNIFOR may remove any Committee Member, or alternate, appointed by it. The Company may remove any Committee Member, or alternate, appointed by it. Any removal or appointment shall be effective upon receipt of written notification by the remaining members of the Committee.
- (b) **Compensation.** Union and Company members of the Committee will serve without compensation from the Plan. The compensation of the Chairperson will be paid by the Plan, and will be set by majority vote of the Committee.

The Plan will procure the appropriate fiduciary duty, errors and omissions and related insurance coverage for Committee members, administrative personnel and Staff Lawyers. The Plan will bear the cost of such insurance coverage.

- (c) **Quorums and Decision.** To constitute a quorum at any Committee meeting, at least two (2) Union

members and two (2) Company members shall be present. At all Committee meetings, the Company members shall have 3 votes and the Union members shall have 3 votes. The vote of any absent or abstaining member shall be equally divided between the other members present appointed by the same party. Decisions of the Committee shall be by majority of votes cast and the result shall be final and binding. In the event of a tie vote, the Chairperson shall cast the deciding vote.

- (d) **Frequency of Meetings.** The Committee shall meet not less frequently than quarterly. Formal minutes of Committee meetings shall be prepared and kept.
- (e) **Requests for Funds.** The Committee shall not request disbursements from the assets of the Fund unless the disbursement is pursuant to the provisions of the Plan.
- (f) **Limitation on Authority.** The Committee shall have no power to add to, subtract from, or modify any of the terms of this Plan, or to waive or fail to apply any requirement of eligibility for a Benefit under the Plan, except as provided by the Plan. In particular, the Committee shall have no authority to modify or delete any of the exclusions set out in 5.05.

**3.03 Appeal Procedure.** Any Participant who, for any reason, is dissatisfied with any action or inaction of a Staff Lawyer, Cooperating Lawyer or Legal Worker in connection with the Plan has a right to complain in writing to the Director, who shall within 30 days prepare a written decision and furnish the Participant with a copy of such written decision. A Participant who is dissatisfied with the Director's decision may, within 30 days after the date of the decision, appeal to the Committee. Appeals shall be in writing and shall specify the reasons claimed to justify a reversal or modification of the Director's decision. The Committee may, by majority vote, adopt procedures governing the handling and types of appeals which it will review. The Committee shall review the merits of any appeal. If the



Committee allows an appeal, the Director shall give the Participant written notice of the Committee's decision, which shall be final and binding on all parties. If the Committee disallows an appeal, the decision of the Director shall be final and binding on all parties, and the Director shall so notify the Participant in writing.

**3.04 Responsibility of Committee Members.** Each Committee member may rely upon any such direction, information or action of another Committee member as being proper under this Plan and is not required to inquire into the propriety of any such direction, information or action.

**3.05 No Enlargement of Rights.** The Company's and the Union's rights under existing collective bargaining agreements shall not be affected by reason of any of the provisions of this Plan.

#### **Section 4. ELIGIBILITY**

**4.01 Eligible Persons.** The following individuals shall be eligible to receive the Benefits set out in Section 5, provided the individual makes timely and adequate application therefore;

- (a) a team member hired on or prior to September 16, 2013 will become eligible on the first day of the month next following the month in which the team member is actively at work after acquiring one year of seniority;
- (b) eligibility ceases for any team member who has been continuously laid off for a period exceeding eighteen (18) months after the month in which such team member's layoff began;
- (c) Retirees who were hired as a team member on or prior to September 16, 2013 and their Covered Dependents, including Spouse and Surviving Spouse.
- (d) eligibility for Covered Dependents including spouse and surviving spouse shall continue for thirty (30) days after the death of the team member or the Surviving Spouse; and

- (e) for estate matters only, personal representatives of the estates of those persons who at the date of their death were eligible to receive benefits under any of sub-sections (a), (b) or (c) above.

**4.02 Loss of Seniority.** Any otherwise eligible CAMI team member who has lost seniority under the terms of the CAMI/UNIFOR Labour Agreement, of which this Plan is a part, shall not be eligible to receive Benefits under this Plan. If such a team member is reinstated and reacquires seniority, the team member's eligibility, if any, shall resume on the effective date that such team member reacquires seniority. However, eligibility of such team member shall not terminate while a grievance is being pursued by the Union under the said Labour Agreement.

## **Section 5. BENEFITS**

**5.01** Subject to the limitations and exclusions of this and other Sections of the Plan, the Plan will provide for the Benefits set out in this section to all Participants who meet the eligibility requirements of Section 4 above. Benefits under the Plan will commence April 1, 1997.

**5.02 Benefit Definition.** For the purposes of this section, the following definitions apply:

- (a) **Prepaid Benefit:** means the Benefit for which the Plan will pay all lawyer fees in accordance with the Plan Fee Schedule (attached hereto as Attachment I and forming part of the Plan) as determined by the Committee from time to time.
- (b) **Mixed Benefit:** means a Benefit for which the Plan will pay part of the lawyer fees in accordance with the Plan Fee Schedule as determined by the Committee from time to time. The remainder of the lawyer's fees will be charged to the Participant in accordance with the Plan Fee Schedule.
- (c) **Referral Benefit:** means a Benefit for which the Plan will refer the Participant to a cooperating

lawyer, if available, who will only charge the Participant lawyer fees in accordance with the Plan Fee Schedule as determined by the Committee from time to time.

**5.03 Provision of Benefits.** The following Benefits shall be provided, subject to the limitations and exclusions set out in this and other sections of the Plan, as determined by the Committee from time to time:

<b>I. Wills and Estates</b>	Benefit
1. Wills	Prepaid
2. Powers of Attorney	Prepaid
3. Inter Vivos Trusts	Referral
4. Estate Administration	
(a) Lawyer's Work	Mixed
(b) Estate Trustee's Work	Referral
5. Litigation or Election Under Family Law Reform Act	Mixed
6. Other (e.g. appeals)	Referral
<b>II. Real Estate</b>	
1. Purchase, including incidental mortgages (Personal Use Only; 2 Year Rule)	Prepaid
2. Sale, including incidental discharges (Personal Use Only; 2 Year Rule)	Prepaid
3. Drafting of Agreement of Purchase and Sale	Prepaid
4. Transfer, assignment, quit claim, discharge	Prepaid
5. New Mortgage – not incidental to purchase	Prepaid
6. Foreclosure or Power of Sale	Mixed

- |    |                      |          |
|----|----------------------|----------|
| 7. | Litigation           | Mixed    |
| 8. | Other (e.g. appeals) | Referral |

**III. Tenants' Rights**

- |    |                      |          |
|----|----------------------|----------|
| 1. | Non Litigation       | Prepaid  |
| 2. | Litigation           | Mixed    |
| 3. | Other (e.g. appeals) | Referral |

**IV. Family**

A. Uncontested Matters

- |    |   |         |
|----|---|---------|
| 1. | Guardianship or Committee of Minor<br>or Mental Incompetent | Prepaid |
| 2. | Private Adoption  | Prepaid |
| 3. | Change of Name  | Prepaid |
| 4. | Domestic Contract   | Prepaid |
| 5. | Divorce or Annulment  | Prepaid |

- |  |  |       |
|--|--|-------|
| B. Uncontested Matters Not Listed Above<br>and Contested Matters |  | Mixed |
|--|--|-------|

- |                         |  |          |
|-------------------------|--|----------|
| C. Other (e.g. appeals) |  | Referral |
|-------------------------|--|----------|

**V. Civil Litigation**

- |    |  |          |
|----|--|----------|
| 1. | Personal Injury                                  | Referral |
| 2. | Property Damage                                  | Mixed    |
| 3. | Wrongful dismissal,<br>professional malpractice* | Mixed    |
| 4. | Other (e.g., appeals)                            | Referral |

## **VI. Criminal and Motor Vehicle**

1.	Motor Vehicle (a) Non-moving (b) Moving	Referral Mixed
2.	Criminal	Mixed
3.	Pardon	Mixed
4.	Estreat of Bail	Mixed
5.	Suspension of Driver's Licence For Medical Reasons	Mixed
6.	Other (e.g. appeals)	Referral

## **VII. Consumer/Debtor**

1.	Defense of Collection Actions on Personal/Family Debts	Mixed
2.	Personal Bankruptcy	Mixed
3.	Consumer Transactions	Mixed
4.	Insurance Claims or loss of coverage	Mixed
5.	Other (e.g. appeals)	Referral

## **VIII. Administrative Law**

1.	Veterans Benefit	Mixed
2.	Social Assistance Claim	Mixed
3.	Citizenship, Immigration Deportation	Mixed
4.	Claims to Taxes by Government	Mixed
5.	Canada/Quebec Pension Plan	Mixed
6.	Revenue Ministry	Mixed

- |    |                                    |          |
|----|------------------------------------|----------|
| 7. | Property Tax Assessment<br>Dispute | Mixed    |
| 8. | Other (e.g. tax planning, appeals) | Referral |

**5.04 Discretionary Limitations.** Notwithstanding any other section of the Plan, any Benefit shall be subject to such limitations as the Committee, in its sole discretion, may impose. The Plan shall not provide nor shall it be liable for Benefits in excess of such limitations.

**5.05 Exclusions.** Notwithstanding section 5.03 above, the Plan shall not provide Benefits, or in any other manner pay for the following:

- (a) Any proceeding against the Company, their directors or any of their officers or agents;
- (b) Any proceeding against the Union, any of its subordinate or affiliated bodies, or the officers, or agents of such, or against any labour union or association representing team members of the Company;
- (c) Any proceeding arising under the applicable labour relations acts, labour codes, labour standards acts, as may be amended;
- (d) Fines and penalties, whether civil or criminal;
- (e) Any judgment for civil damages, including judicially awarded costs;
- (f) Any action pending on or before the effective date of the Plan;
- (g) Legal services which are for a Participant's business, it is understood between the parties that real estate matters involving personal use properties containing three (3) units or less are not for a Participant's business;
- (h) Any proceeding involving another eligible Participant as an adverse party, unless the Participants are separately represented by

Lawyers who are not in a conflict of interest position;

- (i) Costs attendant to the purchase or sale of real estate, such as registration fees, land transfer taxes, surveys, real estate agent fees and fees for title searches;
- (j) Matters involving Federal, Provincial, Municipal or Local election to any public office;
- (k) Workers Safety Insurance Board or Employment Insurance matters involving the Company;
- (l) Any bankruptcy proceeding that would result in discharge of a debt owed to the Company, or any of their directors, officers or agents, the Union, or any benefit plan or trust established or maintained by the Company;
- (m) Any dispute involving the Plan;
- (n) Proceedings against any benefit plan or arising out of any benefit plan established or maintained by the Company, including proceedings against any trust or insurance carrier through which such benefits are provided to the Company, its team members or Retirees; and
- (o) All disbursements such as court filing fees, process serving, transcripts, expert witnesses.

**5.06 Coordination of Benefits.** The Plan shall not be liable to provide Benefits in any matter to the extent that the Participant has a right to substantially identical benefits under the terms of an insurance contract, or any other legally enforceable arrangement. Where multiple coverage results under this Plan by reason of the relation of two (or more) Participants, the Plan shall co-ordinate pre-paid benefits. If any insurance contract or any other legally enforceable arrangement exists, the services under this Plan shall be secondary to such other coverage.

**5.07 Non-assignment of Benefits.** Assignment, pledge or encumbrance, of any kind, of Benefits under this Plan

shall not be permitted or recognized under any circumstances. Nor shall Benefits be subject to attachment or other legal process for debts of Participants or Covered Dependents. In the event of any such assignment or attachment of any kind, the Benefit shall automatically terminate and thereafter may be applied by the Committee, in its discretion, for the benefit of the Participant or Covered Dependent.

## **Section 6. Financing**

**6.01** A Fund shall be established by the Company and held by a corporate trustee(s) or bank(s) and used to pay Benefits for Participants and pay administrative expenses of the Plan. The Company shall select such corporate trustee(s) or bank(s) and enter into any appropriate agreement for such purposes. The Fund will consist of the monies transferred to it from the Company. The trustee or bank shall retain all assets of the Fund, including investment income, if any, for the exclusive benefit of Participants, and it shall be used to pay Benefits for Participants or to pay administrative expenses of the Plan. The assets of the Fund shall not revert to or inure to the benefit of either the Company or the Union.

**6.02** The Company will make available for funding the Plan, an amount equal to:

- (a) Thirteen cents for each straight time hour worked effective October 1, 1998. The parties agreed that all hours worked for team members hired on or after September 17, 2013 shall not be included in the accrual.

In the event that funding at the above level is insufficient to cover the costs of the fund, the Company agrees to transfer monies to the Fund on a monthly basis in an amount sufficient for the administration of the Plan.

## **Section 7. General Provisions**

**7.01** This Plan creates no vested rights of any kind. No Participant, nor any person claiming through such Participant, shall have any right, title or interest in or to the Fund, or other property of the Plan, or part thereof.



- 7.02** No matter respecting the delivery or non-delivery of the Benefits provided under the provisions of this Plan shall be subject to the Grievance Procedure established in the 2017 CAMI/UNIFOR Labour Agreement of which this Plan is a part.
- 7.03** The Company and Union, by mutual agreement, may modify, amend, or terminate this Agreement, in whole or in part.
- 7.04** Provided that the assets of the Fund are adequate, no termination of the Plan shall deprive a Participant of legal representation in a matter pending in a court or administrative agency on the date of termination. Rather, the Committee shall, if possible, make appropriate arrangements for representation of the Participant to the conclusion of the matter, or for one (1) year following the date of termination, whichever is lesser. The Plan shall have no liability for representation of the Participant beyond that period. If the assets of the Fund are not adequate to provide such post-termination representation, the Committee shall prorate the Benefits based on the available assets, after deducting necessary administrative expenses.
- 7.05** Upon termination of this Plan, the Benefits payable shall be only such as can be provided by the assets of the Fund when distributed pursuant to this Section.
- 7.06** The Company and Union shall make any amendments which are required by the Revenue Ministries and other governmental authorities to qualify the Plan under applicable legislation and maintain same.

Furthermore, implementation of the Plan shall be subject to subsequent receipt by the Company of rulings satisfactory to the Company from proper governmental authorities:

- (a) that implementation of such Plan will not have any adverse effect upon any other favourable rulings previously received by the Company, and
- (b) that the Company contribution under this Plan is acceptable to the Revenue Ministries as a

legitimate business expense deductible from Company income under the provisions of applicable income tax acts.

The Company shall apply promptly for such rulings.

**7.07** This Plan shall continue and remain in effect during the term of the 2017 CAMI-UNIFOR Labour Agreement of which this Plan is a part.

**UNIFOR LEGAL SERVICES PLAN**  
**FEE SCHEDULE**

<b>Legal Problem</b>	<b>*Plan Pays</b>	<b>**Participant Pays</b>
<b>I. WILLS AND ESTATES</b>		
1. a) Single will or codicil	\$100(B)	Nil
b) Will or codicil for spouse	\$50(B)	Nil
2. a) Single Power of Attorney	\$60(B)	Nil
b) Power of Attorney for spouse	\$30(B)	Nil
c) Single Personal Care (Medical) Power of Attorney	\$40(B)	Nil
d) Personal Care (Medical) Power of Attorney for spouse	\$20(B)	Nil
3. Estate Administration		
a) Lawyer's work	\$220(H)	\$110(H)
b) Estate Trustee's work	Nil	\$110(H)
4. Election under Family Law Reform Act	\$220(H)	\$110(H)
5. Litigation		
a) Claim is \$3,000 or less	\$440(H)	\$110(H)

	b) Claim is over \$3,000	\$1,100(H)	\$110(H)
6.	OTHER: (e.g. Inter vivos trust, appeals)	Nil	\$110(H)

**II. REAL ESTATE**

1.	Purchase, including incidental mortgages		
	a) personal use property (2 year Rule)	\$600(B)	Nil
	b) other	Nil	\$600(B)
	c) adjacent lot purchases, aborted transactions	\$600(H)	Nil
2.	Sale, including incidental discharges		
	a) personal use property (2 year Rule)	\$400(B)	Nil
	b) other	Nil	\$400(B)
	c) aborted transactions	\$400(H)	Nil
3.	Drafting of Agreement of Purchase or Sale (does not include review or minor amendments)		
	a) personal use property (2 Year Rule)	\$220(H)	Nil
	b) other	Nil	\$110(H)
4.	Transfer, assignment, quit claim, discharge (not incidental to purchase or sale or new mortgage); mortgage extension, renewal or amendment	\$110(B)	Nil
5.	New Mortgage – not incidental to purchase (includes incidental discharges)	\$350(B)	Nil

6.	Foreclosure or Power of Sale	\$3,300(H)	\$110(H)
7.	Litigation		
	i) claim is \$3,000 or less	\$440(H)	\$110(H)
	ii) claim is over \$3,000	\$3,300(H)	\$110(H)
8.	OTHER (e.g. appeals)	Nil	\$110(H)

### **III. TENANTS RIGHTS**

1.	Non Litigation (personal use property)	\$220(H)	Nil
2.	Litigation (personal use property)		
	a) monetary claim only and \$3,000 or less	\$440(H)	\$110(H)
	b) claim over \$3,000 or non-monetary (e.g. eviction)	\$3,300(H)	\$110(H)
3.	OTHER (e.g. appeals)	Nil	\$110(H)

### **IV. FAMILY**

1.	Guardianship or Committee of Minor or Mental Incompetent		
	a) Uncontested	\$470(B)	Nil
	b) Contested	\$1,320(H)	\$110(H)
2.	Private Adoption		
	a) Uncontested	\$400(B)	Nil
	b) Contested	\$1,320(H)	\$110(H)
3.	Change of Name		
	a) Uncontested	\$200(B)	Nil
	b) Contested	\$1,320(H)	\$110(H)

4.	Domestic Contract		
	a) Uncontested	\$470(B)	Nil
	b) Contested	\$1,320(H)	\$110(H)
5.	Divorce or Annulment		
	a) Lawyer for Petitioner		
	i) Uncontested	\$470(B)	Nil
	ii) Contested	\$1,320(H)	\$110(H)
	b) Lawyer for Respondent		
	i) Uncontested	\$1,320(H)	\$110(H)
	ii) Contested	\$1,320(H)	\$110(H)
6.	Quebec Notarial Marriage Contract	\$110(B)	Nil
7.	Spouse or Dependent Conflict with Team Member or Retiree	\$110(H)	\$N/A
8.	OTHER		
	a) Uncontested Matters Not Listed Above	\$1,320(H)	\$110(H)
	b) Contested Matters Not Listed Above	\$1,320(H)	\$110(H)
	c) Appeals	Nil	\$110(H)
<b>V.</b>	<b>CIVIL LITIGATION</b>		
1.	Personal injury (only or in addition to property damage)	\$220(H)	\$110(H)

2.	Property Damage Only (i.e. no personal injury)	\$220(H)	\$110(H)
3.	Wrongful Dismissal, Professional Malpractice	\$220(H)	\$110(H)
4.	OTHER (e.g.,appeals)	Nil	\$110(H)

## **VI. CRIMINAL AND MOTOR VEHICLE**

1.	Motor Vehicle		
	a)non-moving		
		Nil	\$110(H)
	b)moving	\$440(H)	\$110(H)
2.	Criminal		
	a)adult	\$440(H)	\$110(H)
	b)young offender	\$440(H)	\$110(H)
3.	Pardon	\$440(H)	\$110(H)
4.	Estreat of Bail	\$440(H)	\$110(H)
5.	Suspension of Driver's Licence for Medical Reasons (initial hearing only)	\$3,300(H)	\$110(H)
6.	OTHER: (e.g. appeals)	Nil	\$110(H)

## **VII. CONSUMER/DEBTOR**

1.	Defense of collection actions on personal/family debts (does not include items listed in Schedule VIII or judgments for personal injury or family law support)		
	a)if \$3,000 or less	\$440(H)	\$110(H)
	b)if over \$3,000	\$3,300(H)	\$110(H)
2.	Personal Bankruptcy (does not include services ordinarily performed by Trustee or Official Receiver)		

- |    |  |            |          |
|----|--|------------|----------|
|    | a)if \$3,000 or less                               | \$440(H)   | \$110(H) |
|    | b)if over \$3,000                                  | \$3,300(H) | \$110(H) |
| 3. | Consumer transactions (e.g. contracts, warranties) |            |          |
|    | a)if \$3,000 or less                               | \$440(H)   | \$110(H) |
|    | b)if over \$3,000                                  | \$3,300(H) | \$110(H) |
| 4. | Insurance claims or loss of coverage               |            |          |
|    | a)if \$3,000 or less                               | \$440(H)   | \$110(H) |
|    | b)if over \$3,000                                  | \$3,300(H) | \$110(H) |
| 5. | OTHER: (e.g. appeals)                              | Nil        | \$110(H) |

#### VIII. ADMINISTRATIVE LAW

- |    |                                |                      |          |
|----|--------------------------------|----------------------|----------|
| 1. | Veterans Benefit               | ) If \$3,000 or less |          |
| 2. | Social Assistance Claim        | ) \$440(H)           | \$110(H) |
|    | (includes Employment           | )                    |          |
|    | Insurance, Workplace           | ) If over \$3,000    |          |
|    | Safety and Insurance Board     | ) \$3,300(H)         | \$110(H) |
|    | and Criminal Injuries          | )                    |          |
|    | Compensation)***               | )                    |          |
| 3. | Citizenship, Immigration,      | )                    |          |
|    | Deportation                    | )                    |          |
| 4. | Claims to taxes by             | )                    |          |
|    | government (does not           | )                    |          |
|    | include tax planning or        | )                    |          |
|    | preparing returns)             | )                    |          |
| 5. | Canada/Quebec Pension          | )                    |          |
|    | Plan (initial hearing only)    | )                    |          |
| 6. | Revenue Ministry               | )                    |          |
|    | a) audit                       | )                    |          |
|    | b) administrative              | )                    |          |
|    | proceeding (initial hearing    | )                    |          |
|    | only)                          | )                    |          |
| 7. | Property Tax Assessment        | )                    |          |
|    | dispute (initial hearing only) | )                    |          |
| 8. | OTHER : (e.g. tax              |                      |          |
|    | planning, appeals)             | Nil                  | \$110(H) |

- \* **Plan Pays** nil or block fee (B) or \$110 per hour (H) up to maximum fee as indicated Plan benefit does not include GST or any other taxes.
- \*\* **Participant Pays** nil or block fee (B) or \$110 per hour (H) as indicated (plus taxes, disbursements and title search fees)
- \*\*\* Does not include Workplace Safety and Insurance Board or Employment Insurance matters involving the Company

NOTE: Conflicts with Spouse or Dependent: In these situations coverage for the Spouse or Dependent is limited up to one hour reimbursement only.



## DOCUMENT 1

### **CAMI-UNIFOR CANADIAN LEGAL SERVICES PLAN AGREEMENT IN PRINCIPLE**

During the current negotiations, CAMI and the Union agreed to the establishment of a Legal Services Plan which shall become part of the current UNIFOR Legal Services Plan as follows:

- (a) The Company will fund the Plan on the basis of nine (9) cents per regular hour worked effective October 1, 1995.
- (b) Benefits under the plan will commence April 1, 1997.
  - (i) Eligible persons as defined in the Health Care Insurance Program For Hourly-Rate team members (Exhibit A-1) and Health Care Insurance Program For Retired team members (Exhibit A-2).
  - (ii) The following eligibility rules will apply:
    - (a) a team member will become eligible on the first day of the month following the month in which the team member is actively at work after acquiring one year of seniority, provided the team member was hired on or prior to September 16, 2013;
    - (b) eligibility ceases for any team member who has been continuously laid off for a period exceeding eighteen (18) months after the month in which such team member's layoff began;
    - (c) Retirees and their Covered Dependents, including Spouse and Surviving Spouse.
    - (d) eligibility for covered dependents including spouse and surviving spouse shall continue for thirty (30) days after the death of the team member or the surviving spouse; and
    - (e) for estate matters only, personal representatives of the estates of those persons who at the date of their death were eligible to receive benefits under any of sub-sections (a), (b) or (c) above.