

Supplemental Agreement

Covering

**THE CANADIAN
SUPPLEMENTAL UNEMPLOYMENT
BENEFIT PLAN, THE CANADIAN
SEPARATION PAYMENT PLAN, AND THE
CANADIAN AUTOMATIC SHORT WEEK
BENEFIT PLAN**

Exhibit C

to

AGREEMENT

Between

GENERAL MOTORS OF CANADA COMPANY

AND

UNIFOR AND

UNIFOR LOCAL No. 199

UNIFOR LOCAL No. 222

UNIFOR LOCAL No. 636

Dated: September 20, 2016
(Effective date: September 26, 2016)

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BENEFIT PLAN

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EXHIBIT C
2016
SUPPLEMENTAL
AGREEMENT

Covering

the Canadian Supplemental
Unemployment Benefit Plan (Exhibit C-1),
the Canadian Separation Payment
Plan (Exhibit C-2), and
the Canadian Automatic Short
Week Benefit Plan (Exhibit C-3).

Dated

September 20, 2016

(Effective: September 26, 2016)

EXHIBIT C

2016

SUPPLEMENTAL

AGREEMENT

Section 1. Continuation and Amendment of Plan

(a) This Agreement covering the Canadian Supplemental Unemployment Benefit Plan (Exhibit C-1), the Canadian Separation Payment Plan (Exhibit C-2), and the Canadian Automatic Short Week Benefit Plan (Exhibit C-3), shall become effective on the first Monday immediately following the effective date of the Collective Bargaining Agreement of which this Agreement is a part.

(b) The 2012 Canadian Supplemental Unemployment Benefit Plan, the 2012 Canadian Separation Payment Plan, and the 2012 Canadian Automatic Short Week Benefit Plan which were attached as Exhibits C-1, C-2, and C-3 to the Supplemental Agreement (Exhibit C) between the parties dated September 20, 2012 shall be amended effective as of September 26, 2016 except as otherwise specified in this Agreement and the Plans and maintained by the Company as amended for the duration of the Collective Bargaining Agreement of which this Agreement is a part subject to the terms and conditions of such Plans attached to this Agreement as Exhibits C-1, C-2, and C-3.

(c) Provision for payment of Benefits and Separation Payments under the 2012 Canadian Supplemental Unemployment Benefit Plan, the 2012 Canadian Separation Payment Plan, and the 2012 Canadian Automatic Short Week Benefit Plan which were attached as Exhibits C-1, C-2, and C-3 to the 2012 Supplemental Agreement (Exhibit C) between the parties dated September 20, 2012 shall continue in full force and effect in accordance with the conditions, provisions, and limitations of such Plans, as constituted, for weeks prior to September 26, 2016. Benefits or Separation Payments paid or payable (or denied) under such 2012 Plans for Weeks commencing on or after September 26, 2016 shall reflect amendments to such Plans which are provided for in Section 1 of this Agreement and incorporated in Exhibits C-1, C-2, and C-3 hereof. In the event revisions in the Plans are made in

accordance with Subsection 5(c) of this Agreement which require adjustments of payments of Benefits and Separation Payments made previously under the Plans incorporated in Exhibits C-1, C-2, and C-3 hereof, such adjustments will be made within a reasonable time. No such adjustments (or payment) will be made in Benefits for Weeks commencing prior to September 26, 2016, or in Separation Payments paid prior to September 26, 2016.

Section 2. Termination of the Canadian Supplemental Unemployment Benefit Plan Prior to Expiration Date

In the event that the Canadian Supplemental Unemployment Benefit Plan shall be terminated in accordance with its terms prior to the expiration date of this Agreement so that the Company's obligation to contribute to the Canadian Supplemental Unemployment Benefit Plan shall cease entirely, the parties thereupon shall negotiate for a period of 60 days from the date of such termination with respect to the use which shall be made of the money which the Company otherwise would be obligated to contribute under the Canadian Supplemental Unemployment Benefit Plan; if no agreement with respect thereto shall be reached at the end of such period, there shall be a general wage increase in the amount of the basic contribution rate then in effect, but not less than 26¢ per hour to all hourly-rate Employees then covered by the Collective Bargaining Agreement, which shall be applied to the base rates and incentive rates, as the case may be, in the same manner that the general increase is made applicable under the Collective Bargaining Agreement, and effective as of the date of such termination.

Section 3. Obligations During Term of Agreement

During the term of this Agreement, neither the Company nor the Union shall request any change in, deletion from, or addition to the Canadian Supplemental Unemployment Benefit Plan, the Canadian Separation Payment Plan, or the Canadian Automatic Short Week 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, nor any dispute or difference arising in any negotiations

pursuant to Section 2 of 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.

Section 4. Term of Agreement: Notice to Modify or Terminate

This Agreement shall remain in full force and effect without change until September 21, 2020. As of that date this Agreement may be terminated, modified, changed, or continued, subject to and in accordance with the terminal provisions of the Collective Bargaining Agreement of which this Agreement is a part.

Anything herein which might be construed to the contrary notwithstanding, however, it is understood that termination of this Agreement shall not have the effect of automatically terminating the Canadian Supplemental Unemployment Benefit Plan, the Canadian Separation Payment Plan, nor the Canadian Automatic Short Week Benefit Plan.

Any notice under this Section shall be in writing and shall be sufficient, if to the Union, if sent by mail addressed to the National President, Unifor, 205 Placer Court, North York, Ontario, or to such other address as the Union shall furnish to the Company in writing; and if to the Company, to the President and General Manager of General Motors of Canada Company, Oshawa, Ontario; or to such other address as the Company shall furnish to the Union in writing.

Section 5. Governmental Rulings

(a) The amendments to the 2012 Canadian Supplemental Unemployment Benefit Plan, the 2008 Canadian Separation Payment Plan and the 2012 Canadian Automatic Short Week Benefit Plan provided for in Section 1 of this Agreement and incorporated in Exhibits C-1, C-2, and C-3 hereof and which shall be implemented for Weeks beginning on or after September 26, 2016 shall be subject to subsequent receipt by the Company of rulings, satisfactory to the Company, from Canadian governmental authorities:

(1) permitting continuance of Supplementation as defined in the Canadian Supplemental Unemployment Benefit Plan, and holding that such amendments will not have any adverse effect upon the favourable rulings previously received by the Company, and

(2) from the Minister of National Revenue holding that the Canadian Supplemental Unemployment Benefit Plan is acceptable to the Minister of National Revenue as a “registered Supplemental Unemployment Benefit plan” under the provisions of Section 145 of the Canadian Income Tax Act, Chapter 63, S.C. 1970-71-72, as amended, now in effect or as hereafter may be amended during the term of this Agreement.

(b) The Company shall apply promptly for the rulings described in subsection (a) of this Section.

(c) Notwithstanding any other provisions of this Agreement, the Canadian Supplemental Unemployment Benefit Plan, the Canadian Separation Payment Plan, or the Canadian Automatic Short Week Benefit Plan, the Company, with the consent of the National President, Unifor may, during the term of this Agreement, make revisions in such Plans not inconsistent with the purposes, structure, and basic provisions thereof which shall be necessary to obtain or maintain any of the rulings referred to in subsection (a) of this Section 5, or in Article VII of the Canadian 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.

Section 6. Miscellaneous

Notwithstanding the provisions of the Canadian Supplemental Unemployment Benefit Plan, the provisions of Article IV, Application and Determination of Eligibility for Regular Benefits, and Appeal Procedures, and Article V, Administration of the Plan, shall, to the extent practicable, be equally applicable under the Canadian Separation Payment Plan and the Canadian Automatic Short Week Benefit Plan.

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

Unifor

**General Motors
of Canada Company**

J. DIAS
P. KENNEDY
B. ORR
S. WARK
W. MACDONALD
B. MURNIGHAN
C. VERMEY

J. PIECHOCKI
C. THOMSON
M. ARMITAGE
A.E. COOPERMAN
D.J. COURTNEY
M. GLAZIER
I. O'HARA
L. CAO
K. NEWBOLD
M. WEIGEL
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Unifor

**General Motors
of Canada Company**

Local No. 222, Unifor

G. MOFFATT
C. JAMES
B. DICKSON
K. CAMPBELL
D. GREENWOOD
M. SHEAHAN
P. WHEELER

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J. KUYT

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T. McKINNON
B. CHEMNITZ
G. BRADY
L. BURKLEY
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J. RAKICH
D. WARK

G. VAN HEUVEN
D. ULCH

Local No. 636, Unifor

R. FIGUEIREDO-HERMAN J. WILSON
L. GORDON

EXHIBIT C-1
CANADIAN
SUPPLEMENTAL UNEMPLOYMENT
BENEFIT PLAN

ARTICLE I

ELIGIBILITY FOR REGULAR BENEFITS

Section 1. Eligibility for a Regular Benefit

An Employee shall be eligible for a Regular Benefit for any Week beginning on or after September 26, 2016, if with respect to such Week the Employee:

(a) was on a qualifying layoff, as described in Section 2 of this Article, for all or part of the Week;

(b) received an Employment Insurance Benefit not currently under protest by the Company ; or

(c) did not receive an Employment Insurance Benefit for any of the following reasons:

(1) the Employee did not have prior to layoff a sufficient period of employment or earnings covered by Employment Insurance;

(2) exhaustion of the Employee's Employment Insurance Benefit rights;

(3) the Employee was serving an Employment Insurance “waiting period” pending an adjustment of the work force in accordance with the terms of the Collective Bargaining Agreement; provided, however, that this item (3) shall not apply to model change, plant rearrangement or inventory layoffs;

(4) the Week was an Employment Insurance “waiting period” immediately following a week for which the Employee received an Employment Insurance Benefit, or occurring within less than 52 weeks since the Employee's last Employment Insurance “waiting period” week, provided, however, no Regular Benefit shall be payable for the first full Week of layoff during a calendar year for which an Employee has received an Employment Insurance “waiting period” week credit, unless such first Week occurs within less than 52 weeks from the beginning of the last “waiting period” week for which no Regular Benefit was payable by reason of such week having been an established Employment Insurance “waiting period” week.

In the latter case, Regular Benefits shall be payable to an otherwise eligible Employee for such “waiting period” but no Regular Benefit shall then be payable for the next first full Week of layoff during a subsequent layoff period in the same calendar year for which the Employee receives a “waiting period” credit. A Regular Benefit will be payable to an otherwise eligible Employee for any other Employment Insurance “waiting period” week(s) established during the calendar year. A calendar year shall be the 52 week period beginning on the Sunday coinciding with or next following January 1, 1971 and January 1st of each year thereafter.

(5) it is determined that, under the circumstances and with the concurrence of Human Resources and Social Development Canada, it would be contrary to the intent of the Plan and Human Resources and Social Development Canada policy to deny the Employee a Regular Benefit; or

(6) because of the circumstances set forth under Section 2(b)(3) of this Article which existed during only part of a week of unemployment under the Employment Insurance Act; or

(7) the Employee 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 office of Employment Insurance;

(e) has to the Employee's credit a Credit Unit or fraction thereof;

(f) did not receive an unemployment benefit under any contract or program of another employer or under any other Supplemental Unemployment Benefit plan of the Company (and was not eligible for such a benefit under a contract or program of another employer with whom the Employee has greater seniority than with the Company nor under any other “SUB” plan of the Company in which the Employee has credit units which were credited earlier than the Employee's oldest Credit Units under this Plan);

(g) was not eligible for an Automatic Short Week Benefit;

(h) qualifies for a Regular Benefit of at least \$2;

(i) if the Employee was ineligible for an Employment Insurance Benefit only for the reason set forth in item (2), of subsection 1(c) of this Article, is able to work, is available for work, and has not failed (i) to maintain an active registration for work with the government employment service, (ii) to do what a reasonable person would do to obtain work and (iii) to apply for or to accept available suitable work of which the Employee has been notified by the Government employment service or by the Company.

Section 2. Conditions With Respect to Layoff

(a) A layoff for the purposes of this Plan includes any reduction in force such as a temporary layoff, or from the discontinuance of a Plant or operation, or a layoff occurring or continuing because the Employee was unable to do the work offered by the Company although able to perform other work in the Plant to which the Employee would have been entitled if such Employee had had sufficient Seniority.

(b) An Employee's layoff for all or part of any Week will be deemed qualifying for Plan purposes only if:

(1) such layoff was from the Bargaining Unit;

(2) such layoff was not for disciplinary reasons, and was not a consequence of:

(i) any strike, slowdown, work stoppage, picketing (whether or not by Employees), or concerted action, at a Company Plant or Plants, or dispute of any kind involving Employees or other persons employed by the Company and represented by the Union whether at a Company Plant or Plants or elsewhere,

(ii) any fault attributable to the Employee,

(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, or

(v) any act of God; provided, however, this subsection (v) shall not apply to any Short Work Week or to the first 2 consecutive full Weeks of layoff for which a Regular Benefit is payable in any period of layoff resulting from such cause;

(3) with respect to such Week the Employee did not refuse to accept work when recalled pursuant to the Collective Bargaining Agreement and did not refuse an offer by the Company of other available work in the same Plant (or at another Plant in the same labour market area as was agreed upon by the parties) which the Employee had (or would have had) no option to refuse under the Local Seniority Agreement(s) of the Bargaining Unit(s) in which the Employee had Seniority; provided, however, that refusal by skilled Tool and Die, Maintenance and Construction or Power House Employees or apprentices of work other than work in Tool Room Departments, Maintenance Departments and Power House Departments, respectively, shall not result in ineligibility for a Regular Benefit;

(4) with respect to such Week the Employee was not eligible for and was not claiming:

(i) any statutory or Company accident or sickness or any other disability benefit (except a benefit which the Employee received or could have received while working full time, or a partial Workers' Compensation benefit which the Employee received while not totally disabled and while ineligible for a sickness and accident benefit under the Insurance Program); or

(ii) any Company pension or retirement benefit.

(c) If, with respect to some but not all of the Employee's regular work days in a Week, an Employee is ineligible for a Regular Benefit by reason of subparagraph (b)(2) or (b)(4) of this Section (and is otherwise eligible for a Regular Benefit), or if, with respect to some but not all of the Employee's days of qualifying layoff in a Week, the Employee is eligible for a Regular Benefit payable with respect to a Levelling Week, such Employee will be entitled to a reduced Regular Benefit payment as provided in Section 1(b) of Article II.

Section 3. Disputed Claims for Employment Insurance Benefits

(a) With respect to any Week for which an Employee has applied for a Regular Benefit and for which the Employee:

(1) has been denied an Employment Insurance Benefit, and the denial is being protested by the Employee through the procedure provided therefor under Employment Insurance, or

(2) has received an Employment Insurance Benefit, payment of which is being protested by the Company through the procedure provided therefor under the Employment Insurance Act or Regulations and such protest has not, upon appeal, been held by the Board to be frivolous, and the Employee is eligible to receive a Regular Benefit under the Plan except for such denial, or protest, the payment of the Regular Benefit shall be suspended until such dispute shall have been determined.

(b) If the dispute shall be finally determined in favour of the Employee, the Regular Benefit shall be paid to such Employee; provided, however, that if the payment of the Regular Benefit requires Credit Unit cancellation, the Regular Benefits shall be paid only if the Employee did not exhaust Credit Units after the Week of the Employment Insurance Benefit in dispute.

ARTICLE II

AMOUNT OF REGULAR BENEFITS

Section 1. Regular Benefits

(a) The Regular Benefit payable to an eligible Employee for any Week beginning on or after October 11, 1993, shall be an amount which when added to the Employee's Employment Insurance Benefit and Other Compensation, will equal 65% of Weekly Straight-Time Pay.

For Employees hired on or after June 8, 2009, and prior to October 1, 2012, Regular Benefits when added to the Employee's Employment Insurance Benefit and Other Compensation payable shall be in accordance with the following:

Years of Seniority	Maximum Number of Weeks Payable*	Percentage Payable of Weekly Straight-Time Pay
3 but less than 10	First 26 weeks Next 26 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%

* Based on Employee's Credit Units.

For Employees hired on or after October 1, 2012, Regular Benefits when added to the Employee’s Employment Insurance Benefit and Other Compensation payable shall be in accordance with the following:

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%

* Based on Employees’s Credit Units.

(b) An otherwise eligible Employee entitled to a Regular Benefit reduced, as provided in subsection 2(c) of Article I, because of ineligibility with respect to part of the Week, will receive 1/5 of a Regular Benefit computed under subsection (a) of this Section for each work day of the Week for which the Employee is otherwise eligible; provided, however, that there shall be excluded from such computation any pay which could have been earned, computed, as if payable, for hours made available by the Company but not worked during the days for which the Employee is not eligible for a Regular Benefit under subsection 2(c) of Article I.

Section 2. Employment Insurance Benefit and Other Compensation

(a) An Employee’s Employment Insurance Benefit and Other Compensation for a Week means:

(1) the amount of Employment Insurance Benefit received or receivable by the Employee for the Week or the estimated amount which the Employee would have received if the Employee had not been ineligible therefor solely under certain of the circumstances determined to be covered by item (5) of Section 1(c) of Article I (concerning a week for which the Employee was denied an Employment Insurance Benefit and it is determined that, under the circumstances, it would be contrary to the intent of the Plan to deny the Employee a Regular Benefit); plus

(2) all pay received or receivable by the Employee from the Company (including vacation pay as provided in subsection (a)(3) of this Section) 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 Employee, for such Week; provided, however, if the hours made available but not worked are hours which the Employee had an option to refuse under a Local Seniority Agreement or which the Employee could refuse without disqualification under Section 2(b)(3) of Article I, such hours are not to be considered as hours made available by the Company; and provided, that if wages or remuneration from employers other than the Company or military pay are received or receivable by the Employee and are applicable to the same period as hours made available by the Company, only the greater of (a) such wages or remuneration from other employers or military pay in excess of the greater of the amount disregarded as earnings by Human Resources and Social Development Canada or 20% of such wages or remuneration, or (b) any amount of pay which could have been earned, computed, as if payable, for hours made available by the Company shall be included; and further provided that any pay received or receivable for a shift which extends through midnight shall be allocated:

(i) to the day on which the shift started if the Employee was on layoff with respect to the corresponding shift on the following day,

(ii) to the day on which the shift ended if the Employee was on layoff with respect to the corresponding shift on the preceding day, and

(iii) according to the pay for the hours worked each day, if the Employee was on layoff with respect to the corresponding shifts on both the preceding and the following days;

and in any such event, the maximum Regular Benefit amount shall be modified to any extent necessary so that the Employee's Regular Benefit will be increased to offset any reduction in the Employee's Employment Insurance Benefit which may have resulted solely from the allocation by Employment Insurance of the Employee's earnings for such a shift otherwise than as specified in this subsection; plus

(3) vacation pay received or receivable under Paragraph 114 of the Collective Bargaining Agreement, shall be considered as compensation applicable to the same week or weeks and in the same amount or amounts as such vacation pay is allocated by Employment Insurance; plus

(4) all wages or remuneration, as defined under the Employment Insurance Act, in excess of the greater of the amount disregarded as earnings by Employment Insurance or 20% of such wages or remuneration received or receivable from other employers for such Week (excluding such wages or remuneration which were considered in the calculation under subsection (a)(2) of this Section), provided, however, in calculating the amount of the Regular Benefit otherwise payable for a week for which an Employee has received an Employment Insurance “waiting period” credit, the calculation shall include all wages or remuneration (as defined under the Employment Insurance Act) in excess of the greater of an amount equal to 25% of the Employee's Employment Insurance benefit rate or 20% of such wages or remuneration, received or receivable by the Employee from other employers for such week; plus

(5) the amount of all military pay in excess of the greater of the amount disregarded as earnings by Employment Insurance or 20% of such military pay received or receivable for such Week, excluding such military pay which was considered in the calculation under subsection (a)(2) of this Section.

(6) The amount of any partial benefit which an Employee received under a Workers' Compensation Act or other law providing benefits for occupational injury or disease, while not totally disabled and while ineligible for a sickness and accident benefit under the Insurance Program, and an unemployment benefit payable under Employment Insurance including training allowances (excluding any allowance for transportation, subsistence including accommodation allowances, equipment or other cost of training). If an Employee receives a Workers' Compensation benefit while working full time and a higher Workers' Compensation benefit while on layoff from the Company, only the amount by which the Workers' Compensation benefit is increased shall be included.

(b) For purposes of determining the basis for the estimated amount of the Employment Insurance Benefit which would have been received by the Employee, and for purposes of Section 1(b)(3) of Article I in determining the basis for the amount which disqualifies the Employee for an Employment Insurance Benefit or “waiting period” week credit, such basis for the amount shall be equal to whichever of the following amounts is applicable:

(1) If the Employee has an established and current applicable Weekly Benefit Rate under Employment Insurance, such benefit rate, or

(2) In all other cases, the Employment Insurance Benefit amount which would apply to an individual having the same number of dependents as the Employee and having weekly earnings equal to the Employee's Weekly Straight-Time Pay.

(c) If the Employment Insurance Benefit actually received by an Employee for an Employment Insurance week shall be for less, or more, than a full Employment Insurance week (for reasons other than the Employee's receipt of wages or remuneration for such Employment Insurance week), because:

(1) the Employee has been disqualified or otherwise determined ineligible for a portion of the Employee's Employment Insurance Benefit for reasons other than set forth in Section 1(c) of Article I,

(2) the Employment Insurance week for which the Regular Benefit is paid includes a portion of the Employment Insurance waiting period, or

(3) 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 Employee for such Employment Insurance week shall be used in the calculation of “Employment Insurance Benefit and Other Compensation” for such Employment Insurance week.

Section 3. Insufficient Credit Units for a Regular Benefit

If an Employee has less than the full number of Credit Units required to be cancelled for the payment of a Regular Benefit for which the Employee is otherwise eligible, such Employee shall be paid the full amount of such Regular Benefit and all remaining Credit Units or fractions thereof to the Employee's credit shall be cancelled.

Section 4. Regular Benefit Overpayments

(a) If the Company or the Board determines that any Regular 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 supplied to the Employee receiving the Regular Benefit(s), and the Employee shall have a maximum amount of \$100 deducted from the employee's compensation until the overpayment is reimbursed in full.

(b) If the Employee shall fail to return such amount of overpayment promptly, the Trustee shall arrange to reimburse the Fund for the amount of overpayment by making a deduction from any future Regular Benefits (not to exceed \$100 from any 1 Regular Benefit except in cases of fraud or wilful misrepresentation) otherwise payable to such Employee, or by requesting the Company to make a deduction from future Regular Benefits or compensation payable by the Company to such Employee (not to exceed \$100 from any 1 pay cheque except in cases of fraud or willful misrepresentation), or both.

The Company is authorized to make such deduction from the Employee's compensation and to pay the amount deducted to the Trustee.

Section 5. Withholding Tax

The Trustee shall deduct from the amount of any Regular Benefit any amount required to be withheld by the Trustee or 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 Trustee or the Company shall be entitled to rely on the official form filed by the Employee with the Company for purposes of income tax withholding on regular wages.

Section 6. Deduction of Union Dues

During any period while there is in effect an agreement between the Company and the Union concerning the maintaining of the Plan, the Company, upon notification by the designated financial officer of the local Union shall notify the Trustee to deduct monthly Union dues from Regular Benefits paid under the Plan and to pay such sums directly to the local Union on behalf of any Employee, in accordance with the Collective Bargaining Agreement.

ARTICLE III

CREDIT UNITS AND DURATION

OF REGULAR BENEFITS

Section 1. General

Credit Units shall have no fixed value in terms of either time or money, but shall be a means of determining eligibility for and duration of Regular Benefits.

Section 2. Accrual of Credit Units

(a) Credit Units shall be credited to an Employee at the rate of 1/2 of a Credit Unit (1/4 of a Credit Unit in the case of an Employee hired on or after September 17, 2008 who shall have at least 12 months of seniority, up to 30 months) for each Work Week for which an Employee:

(i) receives any pay from the Company,

(ii) does not receive pay from the Company but for which the Employee receives a Levelling Week Benefit,

(iii) was on a military leave of absence in accordance with the provisions of the Collective Bargaining Agreement, and

(iv) was absent from work because of occupational injury or disease incurred in the course of such Employee's employment with the Company and on account of such absence received Workers' Compensation while on Company approved leave of absence.

Effective May 1, 2009, an Employee recalled from layoff as a summer vacation replacement on or after May 1 and subsequently laid off prior to September 1 will not accrue credit units based on those hours worked.

(b) For the purpose of accruing Credit Units under this Section:

(1) vacation pay, paid pursuant to Paragraph 114 of the Collective Bargaining Agreement, shall be considered as pay for Work Weeks on the basis that the first 40 hours pay, or such lesser amount as may have been received, shall be

allocated to the first vacation week to which the Employee is entitled under Paragraph 110 of the Collective Bargaining Agreement, and any excess over 40 hours pay allocated to any additional week of Company designated vacation received by the Employee; and

(2) back pay shall be considered as pay for each Work Week to which it may be allocable.

(c) No Employee may have in the aggregate at any one time more than the maximum credit units under this plan based on the seniority set forth in the following schedules:

For Employees Hired Prior to June 8, 2009

Years of Seniority	Maximum number of Credit Units
1 but less than 7	52
7 but less than 8	56
8 but less than 9	60
9 but less than 10	64
10 or more	104

For Employees Hired On or After June 8, 2009, and prior to October 1, 2012

Years of Seniority	Maximum number of Credit Units
3 but less than 10	52
10 but less than 20	78
20 or more	104

For Employees Hired on or After October 1, 2012

Years of Seniority	Maximum number of Credit Units
6 but less than 10	26
10 but less than 20	78
More than 20	104

Any Employee who has at any time, in the aggregate, the applicable maximum of Credit Units under this Plan (in more than 1 Bargaining Unit) or under this Plan and any other "SUB" plan of the Company and who would otherwise accumulate additional Credit Units in the Bargaining Unit in which currently employed, shall have such additional Credit Units credited and a corresponding number of Credit Units accumulated under this Plan in any other Bargaining Unit or under any other "SUB" plan of the Company, cancelled so that

the aggregate of the Employee's Credit Units at any time does not exceed the applicable maximum, unless the Employee directs, in writing, that such additional Credit Units not be credited at the Bargaining Unit where such Employee is currently employed.

(d) No Employee, hired on or after October 1, 2012, shall be credited with any Credit Units until the day such Employee:

(1) has at least 6 Years of Seniority, 3 years if hired on or after September 17, 2008 and prior to October 1, 2012 (either in combination or separately in a Bargaining Unit(s), or in a bargaining unit(s) covered by any other "SUB" plan of the Company);

(2) is either:

(i) on the active Employment Roll or was on such Active Employment Roll within 30 days prior to such day (or is on the Active Employment Roll or was on such Active Employment Roll within 30 days prior to such day at a bargaining unit covered by any other "SUB" plan of the Company), or

(ii) absent from work on (or was absent from work within 30 days prior to) such day solely because of occupational injury or disease incurred in the course of such Employee's employment with the Company and on account of such absence is receiving Workers' Compensation while on Company approved leave of absence; and

(3) is in the Bargaining Unit.

As of such day the Employee shall receive credit for all Credit Units earned after the Employee's Seniority date and for those earned prior to such Employee's Seniority date during the period the Employee worked to acquire Seniority. As of such day, the Employee shall also be credited with Credit Units in any other Bargaining Unit where the Employee's Seniority contributed to the Year of Seniority required for the acquisition of Credit Units.

(e) An Employee who has Credit Units as of the last day of a Week shall be deemed to have them for all of the Week; provided, however, that an Employee who has Credit Units during part of a Week but forfeits them due to breaking

Seniority during such Week by reason of death or of retirement under the provisions of The General Motors Canadian Hourly-Rate Employees Pension Plan, shall be deemed to have Credit Units for all of the Week.

(f) Crediting and transfer rules when the Employee is employed in more than 1 plant shall be as follows:

(1) An Employee who has had Credit Units cancelled in a Bargaining Unit because of losing Seniority at another Bargaining Unit (or bargaining unit covered by any other "SUB" plan of the Company) shall again be credited in the Bargaining Unit with Credit Units so cancelled when the conditions for the initial crediting of Credit Units have again been fulfilled.

(2) If an Employee breaks Seniority in a Bargaining Unit (or, prior to acquiring Seniority, was released from a Bargaining Unit under conditions that would have permitted such Employee to retain Seniority under the time for time provisions of the Collective Bargaining Agreement) while the Employee has unbroken Years of Seniority under the Plan, any Credit Units remaining to the Employee's credit at the Bargaining Unit shall be transferred in the following priority:

(i) to the Bargaining Unit at which the Employee responded to a notice of recall,

(ii) to the Bargaining Unit in which the Employee is on the Active Employment Roll at the time, or

(iii) to the Bargaining Unit in which the Employee then has the longest Seniority. Such transfer of Credit Units shall be made at the time the Employee breaks Seniority in a Bargaining Unit (or, prior to acquiring Seniority, was released from a Bargaining Unit under conditions that would have permitted such Employee to retain Seniority under the time for time provisions of the Collective Bargaining Agreement) or, if later, at the time the Employee attains 1 Year of Seniority (3 Years of Seniority if hired on or after September 17, 2008 and prior to October 1, 2012; 6 Years of Seniority if hired on or after October 1, 2012).

(g) At such time as the amount of any Regular Benefit overpayment is repaid to the Fund, except as otherwise provided in the Plan, the number of Credit Units, if any,

theretofore cancelled with respect to such overpayment of Regular Benefits shall be restored to the Employee, except to the extent of the number of Guaranteed Annual Income Credit Units which have been credited to such Employee between the date of such overpayment and the date of such repayment and which would not have been credited had the Credit Units been restored at the time such Guaranteed Annual Income Credit Units were credited to the Employee, and except to the extent that such restoration would raise the number of the Employee's Credit Units at the time thereof above the applicable maximum number under subsection (c) of this Section 2, and except as otherwise provided with respect to Credit Unit forfeiture under Section 3 of this Article.

Section 3. Forfeiture of Credit Units

(a) An Employee shall forfeit permanently all Credit Units which the Employee has in a Bargaining Unit and, with respect to subsections (a)(1), (a)(3) and (a)(4) only of this Section 3, shall be ineligible to be credited with Guaranteed Annual Income Credit Units on the next succeeding Guarantee Date or other date of eligibility, if the Employee:

(1) incurs a Break in Seniority (or would have incurred such Break in Seniority if Seniority had been acquired) in such Bargaining Unit unless such Break in Seniority resulted (or would have resulted) from:

(i) a quit to respond to recall to another Bargaining Unit, or a quit by refusing to respond to recall to one Bargaining Unit in order to remain at another Bargaining Unit, or

(ii) the time for time provisions of the Collective Bargaining Agreement and the Employee had (or while on the Active Employment Roll the Employee acquires) Seniority in a Bargaining Unit at the time Seniority is broken (or would have been broken) in another Bargaining Unit; provided, however, that if an Employee breaks Seniority: by retirement under the provisions of The General Motors Canadian Hourly-Rate Employees Pension Plan and subsequently has Seniority reinstated, or by receipt of a Separation Payment by reason of total and permanent or occupational disability and subsequently recovers, reports for work and has Seniority reinstated; or by duration of layoff under the layoff time for time provisions of the Collective

Bargaining Agreement under circumstances not covered by (a)(1)(ii) of this Section 3 and subsequently reacquires Seniority in the same Bargaining Unit pursuant to such time for time provisions; the Credit Units credited or accrued previously forfeited shall again be credited to the Employee as of the date Seniority is reinstated (or, for Employees hired on or after September 17, 2008 and prior to October 1, 2012, if such reinstated Seniority is less than 3 Years of Seniority, the subsequent date the Employee attains 3 or more Years of Seniority while on the Active Employment Roll; or if hired on or after October 1, 2012, if such reinstated seniority is less than 6 Years of the Seniority, the subsequent date the Employee attains 6 or more Years of Seniority while on the active Employment Roll) and as of such date the Employee shall again become eligible to have Guaranteed Annual Income Credit Units credited;

(2) is on layoff from the Company for a continuous period of 24 months (36 months in the case of an Employee who is at work on or after September 15, 1982 and has 10 or more years of Seniority as of the Employee's last day worked prior to layoff), except that if at the expiration of the applicable period the Employee is receiving Regular Benefits, the Employee's Credit Units shall not be forfeited until such Employee ceases to receive Regular Benefits; or

(3) elects to forfeit all Credit Units in order to apply for a payment, as provided under the Voluntary Termination of Employment Plan; or

(4) willfully misrepresents any material fact in connection with an application by the Employee for Regular Benefits under the Plan.

(b) Notwithstanding the provisions of Section 3(a) above, a former Employee who had Seniority broken in a Bargaining Unit because the Employee quit when the Employee did not accept recall to such Bargaining Unit in order to remain at another Bargaining Unit and who is subsequently laid off and incurs a Break in Seniority under the time for time provisions of the Collective Bargaining Agreement (or, prior to acquiring Seniority, is released under conditions that would have permitted the Employee to retain Seniority under the time for time provisions of the Collective Bargaining Agreement) at such other Bargaining Unit, shall not have Credit Units forfeited. Notwithstanding any other provisions of the Plan,

such retained Credit Units may be used solely for the payment of Regular Benefits to such former Employee for Weeks including and subsequent to the date of the Employee's Break in Seniority at such other Bargaining Unit on the same basis and in the same amount as if such Seniority had not been broken.

Such retained Credit Units shall be permanently forfeited effective as of the earliest of the following: (i) the date the Employee becomes an Employee with 1 or more Years of Seniority (3 Years of Seniority if hired on or after September 17, 2008 and prior to October 1, 2012, 6 Years of Seniority if hired on or after October 1, 2012) and becomes eligible to be credited with Credit Units under the provisions of Section 2(d) of this Article (or under any other "SUB" plan of the Company), or (ii) the last day of a period equal to the Employee's Years of Seniority on the Employee's last day worked at such other Bargaining Unit, following such last day worked, or (iii) 24 months from the date of the Employee's last day worked at such other Bargaining Unit.

(c) If an Employee with 1 or more Years of Seniority (3 Years of Seniority if hired on or after September 17, 2008 and prior to October 1, 2012; 6 Years of Seniority if hired on or after October 1, 2012) breaks Seniority because the Employee quit, and further, if:

(1) within 31 days from the date seniority was broken in the Bargaining Unit the Employee becomes employed at a second Plant, and

(2) the second Plant is a Plant at which production operations commenced not more than 24 months prior to the date the Employee became employed at the Plant, and

(3) the second Plant is covered by this Plan or subsequently becomes covered by this Plan within one year from the Employee's date of hire at the Plant (3 Years if hired on or after September 17, 2008 and prior to October 1, 2012; 6 Years of Seniority if hired on or after October 1, 2012) upon written application, any Credit Units forfeited because of such quit will be reinstated in the new Bargaining Unit as of the date the Employee acquires Seniority in the new Bargaining Unit.

Section 4. Credit Unit Cancellation on Payment of Regular Benefits

(a) The number of Credit Units to be cancelled for any Regular Benefit shall be determined in accordance with the following Table:

**CREDIT UNIT CANCELLATION TABLE
(for Weeks Beginning October 1, 2012)**

If the ASL Utilization Percentage applicable to the Week for which a Benefit is paid is:

And as the last day of the Week for which such Benefit is paid, the Employee's Years of Seniority are:

1* to 5 Years* 5 Years and Over**

The Credit Units to be cancelled shall be:**

Less than 45%	1.00	1.00
45% but less than 65%	2.00	1.00
65% but less than 75%	3.00	1.00
75% but less than 80%	4.00	1.00
80% or greater	5.00	1.00

* Employee hired on or after September 17, 2008 and prior to October 1, 2012 must have 3 years

** No Credit Units shall be cancelled when an Employee receives a Regular Benefit payable with respect to a Levelling Week.

*** Employee hired on or after October 1, 2012 must have 6 years

(b) If an Employee receives a Sickness and Accident Benefit paid in accordance with Article III, Section 7 of the Supplemental Agreement (Group Life and Disability Insurance Program) with respect to any Week, there shall be cancelled the number of Credit Units which would have been cancelled if the Employee had received a Regular Benefit for such Week. If an Employee receives such Sickness and Accident Benefit for a portion of a Week, and does not receive a Regular Benefit with respect to any part of such Week, only one half the number of such Credit Units shall be cancelled for the Sickness and Accident Benefit. If an

Employee receives a Sickness and Accident Benefit for a portion of a Week and also receives a Regular Benefit under Article I, Section 2(c) for such Week, no Credit Units will be cancelled for the Sickness and Accident Benefit.

Section 5. Armed Services

An Employee who enters the Canadian Armed Forces directly from the employ of the Company shall while in such service be deemed, for the purposes of the Plan, to be on leave of absence and shall not be entitled to any Regular Benefit, and

(a) all Credit Units credited to the Employee at the time of the Employee's entry into such service, plus

(b) any Credit Units for which the Employee is entitled to be credited with respect to the period of the Employee's military leave of absence, or

(c) any Credit Units earned prior to or with respect to the period of the Employee's military leave of absence that would have been credited on or after the date the Employee attained 1 Year of Seniority (3 Years of Seniority if hired on or after September 17, 2008 and prior to October 1, 2012; 6 Years of Seniority if hired on or after October 1, 2012) if such Employee had been on the Active Employment Roll on or after such date, notwithstanding the provisions of Section 2(d) of this Article, shall be credited to the Employee upon reinstatement as an Employee in accordance with the terms of the Employee's Company approved leave of absence, or upon reinstatement as an Employee at a Company location other than the location from which the leave was granted within 90 days from the date of the Employee's discharge from the Armed Services.

Section 6. Crediting of Guaranteed Annual Income Credit Units

(a) An Employee who is on the Active Employment Roll, is in the Bargaining Unit, and has at least one Year of Seniority (three Years of Seniority if hired on or after September 17, 2008 and prior to October 1, 2012; six Years of Seniority if hired on or after October 1, 2012) on a Guarantee Date shall be credited as of the Guarantee Date with the number of Guaranteed Annual Income Credit Units, if any, determined by:

(1) subtracting from the sub credits in the following schedule the number of Credit Units to the Employee's credit on the Guarantee Date; and

Hired on or After October 1, 2012

Years of Seniority on Guarantee Date	Sub Credits
6 but less than 10	26
10 but less than 20	78
more than 20	104

Hired on or After June 8, 2009 and Prior to October 1, 2012

Years of Seniority on Guarantee Date	Sub Credits
3 but less than 6	52
10 but less than 20	78
more than 20	104

Hired Prior to June 8, 2009

Years of Seniority on Guarantee Date	Sub Credits
1 but less than 7	52
7 but less than 8	56
8 but less than 9	60
9 but less than 10	64
10 or more	104

(2) multiplying the resulting number by the applicable percentage set forth in the following table (rounding the product thereof to the nearest hundredth):

For Employees Hired Prior to June 8, 2009

Years of Seniority on the Guarantee Date	Applicable Percentage
1 but less than 1.5	12.5%
1.5 but less than 2	25.0%
2 but less than 4	50.0%
4 but less than 7	75.0%
7 and over	100.0%

**For Employees Hired On or After June 8, 2009, and
prior to October 1, 2012**

Years of Seniority on the Guarantee Date	Applicable Percentage
3 but less than 10	50%
10 but less than 20	75%
20 but less than 30	100%

For Employees Hired On or After October 1, 2012

Years of Seniority on the Guarantee Date	Applicable Percentage
6 but less than 10	50%
10 but less than 20	75%
20 but less than 30	100%

(b) If Guaranteed Annual Income Credit Units were not credited to an Employee on a Guarantee Date solely because the Employee did not then have at least one Year of Seniority (three Years of Seniority if hired on or after September 17, 2008 and prior to October 1, 2012; six Years of Seniority if hired on or after October 1, 2012) was not then on the Active Employment Roll, or was not then in the Bargaining Unit, but on any day within the 52 Pay Periods following such Guarantee Date such Employee has at least one Year of Seniority (three Years of Seniority if hired on or after September 17, 2008 and prior to October 1, 2012; six Years of Seniority if hired on or after October 1, 2012) is then on the Active Employment Roll, and is then in the Bargaining Unit, the Employee shall be entitled to be credited with Guaranteed Annual Income Credit Units as of the day following the end of the first Pay Period in which the Employee meets such requirements.

An Employee with one or more Years of Seniority (three Years of Seniority if hired on or after September 17, 2008 and prior to October 1, 2012; six Years of Seniority if hired on or after October 1, 2012) on the preceding Guarantee Date shall have Guaranteed Annual Income Credit Units calculated, under this subsection 6(b), based upon the Employee's Years of Seniority as of such preceding Guarantee Date. The number of Guaranteed Annual Income Credit Units, if any, to be credited to such Employee shall be the number determined by:

(1) subtracting from the sub credits in the following schedule the number of Pay Periods between the preceding Guarantee Date and the last day of such Pay Period; and

Hired on or After October 1, 2012

Years of Seniority on Sub Credits	Guarantee Date
6 but less than 10	26
10 but less than 20	78
more than 20	104

Hired on or After June 8, 2009 and Prior to October 1, 2012

Years of Seniority on Sub Credits	Guarantee Date
3 but less than 6	52
10 but less than 20	78
more than 20	104

Hired Prior to June 8, 2009

Years of Seniority on Sub Credits	Guarantee Date
1 but less than 7	52
7 but less than 8	56
8 but less than 9	60
9 but less than 10	64
10 or more	104

(2) subtracting from the resulting number the number of Credit Units to the Employee's credit on such last day; and

(3) multiplying that resulting number by the percentage in the Table in subsection (a)(2) of this Section, applicable to the Employee's Years of Seniority on the preceding Guarantee Date or the date subsequent thereto on which the Employee acquired one Year of Seniority (three Years of Seniority if hired on or after September 17, 2008 and prior to October 1, 2012, six Years of Seniority if hired on or after October 1, 2012) and rounding the product thereof to the nearest hundredth.

(c) With respect to Paragraphs (a) and (b) of this Section 6, an Employee who reports for work at the expiration of a sick leave of absence and for whom there is no work available in line with such Employee's Seniority and who then is placed on layoff status shall be deemed to be on the Active Employment Roll.

(d) The provision of this Section 6 and Article VIII, (17) to the contrary notwithstanding, an Employee who is on the Active Employment Roll in the Bargaining Unit on their applicable seniority date shall be credited with Credit Units as follows:

For Employees Hired Prior to June 8, 2009

Seniority Date	Credit Units
1 year	52
7 year	56
8 year	60
9 year	64
10 year	104

For Employees Hired On or After June 8, 2009 and prior to October 1, 2012

Seniority Date	Credit Units
3 year	52
10 year	78
20 year	104

For Employees Hired On or After October 1, 2012

Seniority Date	Credit Units
6 year	26
10 year	78
20 year	104

Section 7. Special Determination of “At Work”

With respect to the provisions of Sections 2(c), 3(a)(2) and 6(a) and (b), of this Article III, an Employee, who reports for work at the expiration of a sick leave of absence or for whom there is no work available in line with the Employee's Seniority and who then is placed on layoff status, shall be deemed to have been “at work”.

ARTICLE IV
APPLICATION AND DETERMINATION OF
ELIGIBILITY FOR REGULAR BENEFITS,
AND APPEAL PROCEDURES

Section 1. Applications Filed Prior to January 1, 2017

(a) Filing of Applications

An application for a Regular Benefit may be filed either in person or by mail in accordance with procedures established by the Company.

No application for a Regular 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 Employee's Employment Insurance Benefit is adjusted retroactively with the effect of establishing a basis for eligibility for a Regular Benefit or for a Regular Benefit in a greater amount than that previously paid, the Employee may apply within 60 calendar days after the date on which such basis for eligibility is established.

Effective January 1, 2017, the Supplemental Unemployment Benefit application form will be eliminated, and applications will occur automatically once all eligibility criteria is met.

(b) Application Information

Applications filed for a Regular Benefit under the Plan prior to January 1, 2017 will include:

(1) in writing any information deemed relevant by the Company with respect to other benefits received, earnings and the source thereof, dependents, and such other information as the Company may require in order to determine whether the Employee is eligible to be paid a Regular Benefit and the amount thereof; and,

(2) with respect to a Regular Benefit, the exhibition of the Employee's Employment Insurance Benefit cheque or other evidence satisfactory to the Company of either

(i) the Employee's receipt of or entitlement to an Employment Insurance Benefit, or

(ii) the Employee's ineligibility for an Employment Insurance Benefit only for one or more of the reasons specified in Section 1(c) of Article I.

Section 2. Determination of Eligibility

(a) Eligibility Processing by Company

When determining the Employee's entitlement to a Regular Benefit, the Company shall advise the Employee of the number of Credit Units cancelled for each Regular Benefit payment and the number of Credit Units remaining to the Employee's credit after such payment.

(b) Notification to Trustee to Pay

If the Company determines that a Regular Benefit is payable, it shall deliver prompt written notice to the Trustee to pay the Regular Benefit.

(c) Notice of Denial of Regular Benefits

If the Company determines that an Employee is not entitled to a Regular Benefit, it shall notify such Employee promptly, in writing, of the reason(s) for the determination.

(d) Union Copies of Eligibility and Determinations

The Company shall furnish promptly to a Union member of the Local Committee a copy of all Company determinations of Regular Benefit ineligibility or overpayment.

Section 3. Appeals

(a) Applicability of Appeals Procedure

(1) The appeals procedure set forth in this Section may be employed only for the purposes specified in this Section.

(2) No question involving the interpretation or application of the Plan shall be subject to the grievance procedure provided for in the Collective Bargaining Agreement.

(b) Procedure for Appeals

(1) First Stage Appeals

(i) An Employee may appeal from the Company's written determination with respect to the payment or denial of a Regular Benefit by filing a written appeal with the Local Committee on a form provided for that purpose. In situations where a number of Employees are impacted under substantially identical conditions, an appeal may be filed with respect to one of such Employees, in accordance with procedures established by the Board, and the decision thereon shall apply to all such Employees.

If there is no Local Committee at any Plant because of a discontinuance of such Plant, the appeal may be filed directly with the Board. Appeals concerning determinations made in connection with Section 1(c)(5) of Article I (contrary to intent of Plan) shall be made directly to the Board.

(ii) The appeal shall be filed with the designated Company representative within 30 days following the date of mailing of the determination appealed. If the appeal is mailed, the date of filing shall be the postmark date of the appeal. No appeal will be valid after the 30-day period.

(iii) The Local Committee shall advise the Employee, in writing, of its resolution of, or failure to resolve such Employee's appeal. If the appeal is not resolved within 10 days after the date thereof (or such extended time as may be agreed upon by the Local Committee), the Employee, or any 2 members of the Local Committee, at the request of the Employee, may refer the matter to the Board for disposition.

(2) Appeals to the Board

(i) An appeal to the Board shall be considered filed with the Board when filed with the designated Company representative for the Plant at which the first stage appeal was considered by the Local Committee.

(ii) Appeals shall be in writing, shall specify the respects on which the Plan is claimed to have been violated, and shall set forth the facts relied upon as justifying a reversal or modification of the determination appealed from.

(iii) Appeals by the Local Committee to the Board with respect to Regular Benefits shall be made within 20 days following the date the appeal is first considered at a meeting of the Local Committee, plus such extension of time as the Local Committee shall have agreed upon. Appeals by the Employee to the Board with respect to Regular Benefits shall be made within 30 days following the date the notice of the Local Committee's decision is given or mailed to the Employee. If the appeal is mailed, the date of filing shall be the postmark date of the appeal.

(iv) The handling and disposition of each appeal to the Board shall be in accordance with regulations and procedures established by the Board.

(v) The Employee, the Local Committee or the Union Members of the Board may withdraw any appeal to the Board at any time before it is decided by the Board, on a form provided for that purpose.

(vi) There shall be no appeal from the Board's decision. It shall be final and binding upon the Union, its members, the Employee, the Trustee, and the Company. The Union will discourage any attempt of its members to appeal and will not encourage or co-operate with any of its members in any appeal, to any Court or Labour Board from a decision of the Board, nor will the Union or its members by any other means attempt to bring about the settlement of any claim or issue on which the Board is empowered to rule hereunder.

(vii) The Local Committee shall be advised, in writing, by the Board of the disposition of any appeal previously considered by the Local Committee, and referred to the Board. A copy of such disposition shall be forwarded to the Employee by the Local Committee.

(c) Regular Benefits Payable After Appeal

In the event that an appeal with respect to entitlement to a Regular Benefit is decided in favour of the Employee, the Regular Benefit shall be paid to such Employee; provided, however, that if the payment of the Regular Benefit requires

Credit Unit cancellation, the Regular Benefit shall be paid only if the Employee did not exhaust Credit Units after the Week of the Regular Benefit in dispute during the same period of layoff.

(d) With respect to the appeal provisions set forth under this Section only, the term Employee shall include any person who received or was denied the Regular Benefit in dispute.

ARTICLE V

ADMINISTRATION OF THE PLAN

Section 1. 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 this Article, including, without limitation, the following:

(1) to obtain such information as the Company shall deem necessary in order to carry out its duties under the Plan;

(2) to investigate the correctness and validity of information furnished with respect to an application for a Regular Benefit;

(3) to make initial determinations with respect to Regular Benefits;

(4) to establish reasonable rules, regulations and procedures concerning the manner in which application for Regular Benefits shall be handled.

In establishing such rules, regulations and procedures, the Company shall give due consideration to any recommendations from the Board;

(5) to designate an office or department at each Plant, or in the alternative a location in the general area of the Plant, where Employees laid off from such Plant may appear for the purpose of complying with the Plan requirements; it being understood that a single location may be established to serve a group of Plants within a single area;

(6) to establish appropriate procedures for giving notices required to be given under the Plan;

(7) to establish and maintain necessary records; and

(8) to prepare and distribute information, on behalf of the Company, explaining the Plan.

(b) Company Authority

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 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 this Plan were not in existence; nor shall it be deemed to confer either upon the Union or the Board any voice in such matters.

Section 2. Board of Administration of the Plan

(a) Composition and Procedure

(1) There shall be established a Board of Administration of the Plan consisting of 6 members, 3 of whom shall be appointed by the Company (hereinafter referred to as the Company members) and 3 of whom shall be appointed by the Union (hereinafter referred to as the Union members). Each member of the Board shall have an alternate. In the event a member is absent from a meeting of the Board, the member's alternate may attend, and, when in attendance, shall exercise the powers and perform the duties of such member.

Either the Company or the Union at any time may remove a member appointed by it and may appoint a member to fill any vacancy among the members appointed by it. The Company and the Union each shall notify the other in writing of the members respectively appointed by it before any such appointment shall be effective.

(2) The members of the Board shall appoint an Impartial Chairperson, who shall serve until requested in writing to resign by 3 members of the Board. If the members of the Board are unable to agree upon a Chairperson, the Arbitrator under the Collective Bargaining Agreement shall make the appointment; provided, however, that the Company and Union members may, by agreement, request such Arbitrator to serve as the Impartial Chairperson of the Board.

The Impartial Chairperson shall be considered a member of the Board and shall vote only in matters within the Board's authority to determine which the other members of the Board shall have been unable to dispose of by majority vote, except that the Impartial Chairperson shall have no vote concerning determinations made in connection with Section 1(c)(5) of Article I (contrary to intent of Plan).

(3) At least 2 Union members and 2 Company members shall be required to be present at any meeting of the Board in order to constitute a quorum for the transaction of business. At all meetings of the Board the Company members shall have a total of 3 votes and the Union members shall have a total of 3 votes, the vote of any absent member being divided equally between the members present appointed by the same party. Decisions of the Board shall be by a majority of the votes cast.

(4) Neither the Board nor any Local Committee shall maintain any separate office or staff, but the Company and the Union shall be responsible for furnishing such clerical and other assistance as its respective members of the Board and any Local Committee shall require. Copies of all appeals, reports and other documents to be filed with the Board pursuant to the Plan shall be filed in duplicate, with 1 copy to be sent to the Company members at the address designated by them and the other to be sent to the Union members at the address designated by them.

(b) Powers and Authority of the Board

(1) It shall be the function of the Board to exercise ultimate responsibility for determining whether an Employee is eligible for a Regular Benefit under the terms of the Plan, and, if so, the amount of the Regular Benefit.

The Board shall be presumed conclusively to have approved any initial determination by the Company unless the determination is appealed as set forth in Section 3(b) of Article IV.

(2) The Board shall be empowered and authorized and shall have jurisdiction to:

- (i) hear and determine appeals by Employees;
- (ii) obtain such information as the Board shall deem necessary in order to determine such appeals;

(iii) prescribe the form and content of appeals to the Board and such detailed procedures as may be necessary with respect to the filing of such appeals;

(iv) direct the Company to notify the Trustee to pay Regular Benefits pursuant to determinations made by the Local Committee or the Board;

(v) prepare and distribute, on behalf of the Board, information explaining the Plan;

(vi) rule upon disputes as to whether any Short Work Week resulted from an act of God, as defined in Article VIII, (26) (e); and

(vii) perform such other duties as are expressly conferred upon it by the Plan.

(3) In ruling upon appeals, the Board shall have no authority to waive, vary, qualify, or alter in any manner the eligibility requirements set forth in the Plan, the procedure for applying for Regular Benefits as provided for therein, or any other provision of the Plan; and shall have no jurisdiction other than to determine, on the basis of the facts presented and in accordance with the provisions of the Plan:

(i) whether the first stage appeal and the appeal to the Board were made within the time and in the manner specified in Section 3(b) of Article IV,

(ii) whether the Employee is eligible for the Regular Benefit claimed and, if so,

(iii) the amount of any Regular Benefit payable; and

(iv) whether a protest of an Employee's Employment Insurance Benefit by the Company is frivolous.

(4) The Board shall have no jurisdiction to act upon any appeal filed after the applicable time limit or upon any appeal that does not comply with the Board-established procedures.

(5) The Board shall have no power to determine questions arising under the Collective Bargaining Agreement, even though relevant to the issues before the Board. All such questions shall be determined through the regular procedures

provided therefor by the Collective Bargaining Agreement, and all determinations made pursuant to the Agreement shall be accepted by the Board.

(6) Nothing in this Article shall be deemed to give the Board the power to prescribe in any manner internal procedures or operations of either the Company or the Union.

(7) The Board shall provide for a Local Committee at each Plant of the Company to handle appeals from determinations as provided in Section 3(b)(1) of Article IV, except determinations made in connection with Section 1(c)(5) of Article I (contrary to intent of Plan).

(i) The Local Committee shall be composed of 2 members designated by the Company members of the Board and 2 members designated by the Union members of the Board. Appointments to the Local Committee shall become effective when the members' names are exchanged in writing between the Union and the Company. Either the Company or Union members of the Board may remove a Local Committee member appointed by them and fill any vacancy among the Local Committee members appointed by them.

(ii) Any individual appointed by the Union as a member of a Local Committee shall be an Employee having Seniority at the Plant where, and at the time when, such individual is to serve as a member of the Local Committee.

(iii) In addition to their regularly appointed Local Committee members, the Union members of the Board may name 1 additional Employee, who qualifies under (ii) above, as an alternate Local Committee member to serve during temporary specified periods when 1 of their Local Committee members is absent from the Plant during scheduled working hours and unable to serve on the Committee.

The Company members of the Board may also name 1 alternate Local Committee member to serve during temporary specified periods. The alternate Local Committee member may serve on the Local Committee when the party desiring such alternate Local Committee member to serve gives notice locally, to the other party of such temporary service and the period thereof.

(iv) All Local Committee members must be present at any meeting in order for the Local Committee to

transact business. Each Local Committee member shall have 1 vote and decisions of the Local Committee shall be by a majority of the votes cast.

Section 3. Determination of Dependents

In determining an Employee's Dependents for purposes of Regular Benefit determinations, the Company (and the Board) shall be entitled to rely upon the official form filed by the Employee with the Company for income tax withholding purposes, and the Employee shall have the burden of establishing that the Employee is entitled to a greater number of withholding exemptions than such Employee shall have claimed on such form.

Section 4. To Whom Regular Benefits are Payable in Certain Conditions

Regular Benefits shall be payable only to the eligible Employee, except that if the Board shall find that the Employee is deceased or is unable to manage their affairs for any reason, any Regular Benefit payable to the Employee 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 Employee as the Board in its discretion may determine.

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 Employee's death.

Section 5. Nonalienation of Regular Benefits

No Regular Benefit shall be subject in any way to alienation, sale, transfer, assignment, pledge, attachment, garnishment, execution or encumbrance of any kind other than a deduction of monthly Union dues in accordance with the Collective Bargaining Agreement, and any attempt to accomplish the same shall be void.

In the event that the Board shall find that such an attempt has been made with respect to any Regular Benefit due or to become

due to any Employee, the Board in its sole discretion may terminate the interest of the Employee in the Regular Benefit and apply the amount of the Regular Benefit to or for the benefit of the Employee, the Employee's spouse, parents, children, or other relatives or dependents as the Board may determine, and any such application shall be a complete discharge of all liability with respect to the Regular Benefit.

Section 6. 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 an Employee for, and the amount and duration of, Employment Insurance Benefits shall be determined in accordance with the Employment Insurance Act and Employment Insurance Regulations of Canada.

ARTICLE VI

FINANCIAL PROVISIONS AND REPORTS

Section 1. Establishment of Fund

The Company shall establish and maintain a Fund, in accordance with this Plan, with a qualified trust company or companies selected by the Company as Trustee. The Company's contributions shall be made into the Fund. Regular Benefits shall be payable only from the Fund. Fund assets shall be solely for the payment of such Regular Benefits.

Section 2. Company Contributions

(a) General

Effective October 28, 1996, all Company contribution provisions and requirements under the 1993 Plan shall cease and no further contributions as previously required shall be placed into the Fund.

(b) Fund Level

The Company will make periodic weekly contributions to the Fund to maintain the Fund at a level sufficient to pay the Regular Benefits then due and payable.

(c) Income Security Fund Maximum Company Liability

Regular Benefits paid shall be applied against and limited by the Income Security Fund Maximum Company Liability pursuant to Article VIII, (19).

(d) Effect of Withholding

If the Company at any time shall be required to withhold any amount from any contribution to the Fund by reason of any federal, provincial or municipal law or regulation, the Company shall have the right to deduct such amount from the contribution and pay only the balance to the Fund.

Section 3. Liability

(a) The provisions of these Articles I through VIII constitute the entire Plan. The provisions of this Article with respect to contributions express each and every obligation of the Company with respect to the financing of the Plan and providing for Regular Benefits.

(b) The Board, the Company, the Trustee, and the Union, and each of them, 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.

(c) Notwithstanding the above provisions, nothing in this Section shall be deemed to relieve any person from liability for wilful misconduct or fraud.

(d) The Company's total financial liability for the cost of the "SUB" Plan, including Company contributions (as determined under Section 2(b) of this Article) to the Fund for the payment of Regular Benefits and all costs associated with administering the Plan as referenced under Article VI, Section 6 of Exhibit C-1, shall be limited by the amount of the Income Security Fund Maximum Company Liability pursuant to Article VIII, (19).

Section 4. No Vested Interest

No Employee shall have any right, title, or interest in or to any of the assets of the Fund, or in or to any Company contribution thereto.

Section 5. Company Reports

(a) Not later than the 15th of each month the Company shall furnish a statement to the Union detailing the following activities during the preceding month:

(1) Company Contributions

The amount of the benefits paid by the Company in accordance with Section 2(b) of this Article VI during the preceding month.

(2) Automatic Short Week Benefits

The number and amount of Automatic Short Week Benefits, if any, paid by the Company during each Week of the preceding month.

(3) Benefits Paid from Fund

The number and gross amount of Regular Benefits paid to Employees who were eligible for a sub benefit.

(4) Employment Levels

(a) On or before January 31 of each year, the Company shall furnish to the Union a statement showing the number of Employees to whom Guaranteed Annual Income Credit Units were credited on the preceding Guarantee Date and the number of such Credit Units, both distributed according to the Years of Seniority brackets set forth in the table in Section 6(a) of Article III and according to the number of Credit Units which were credited (numbers up to and including 13 being grouped by the next highest whole number and numbers above 13 being grouped in intervals of 5).

(b) After December 31 of each year, the Company shall furnish to each Employee credited with Credit Units as of the end of the Week which includes each such date a statement showing the number of such Credit Units.

(c) The Company will comply with reasonable requests by the Union for other statistical information on the operation of the Plan which the Company may have compiled.

Section 6. Cost of Administering the Plan

(a) Expense of Trustee

The costs and expenses incurred by the Trustee under the Plan and the fees charged by the Trustee shall be applied against the Income Security Fund Maximum Company Liability pursuant to Article VIII, (19).

(b) Expense of the Board

The compensation of the Impartial Chairperson, which shall be in such amount and on such basis as may be determined by the other members of the Board, shall be shared equally by the Company and the Union. Reasonable and necessary expenses of the Board for forms and stationery required in connection with the handling of appeals shall be borne by the Company. The Company members and the Union members of the Board and of Local Committees shall serve without compensation from the Fund.

(c) Cost of Services

The cost to the Company of bank fees and auditing fees shall be applied against the Income Security Fund Maximum Company Liability pursuant to Article VIII, (19).

ARTICLE VII

MISCELLANEOUS

Section 1. General

(a) Purpose of Plan

It is the purpose of this Plan to supplement Employment Insurance Benefits and not to replace or duplicate them.

(b) Receipt of Regular Benefits

Neither the Company's contributions nor any Regular Benefit paid under the Plan shall be considered a part of any Employee's wages for any purpose. No person who receives any Regular Benefit shall for that reason be deemed an employee of the Company during such period.

Section 2. Effects of Revocation of Income Tax Rulings

If any ruling which may be obtained by the Company holding that contributions to the Fund shall 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 as no longer to be 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 affecting the validity or operation of the Collective Bargaining Agreement).

Section 3. 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 endeavour to negotiate an agreement establishing a plan for benefits not inconsistent with the purposes of the Plan. Any agreement so reached shall not apply to an Employee who is ineligible to receive an Employment Insurance Benefit for any of the reasons stated in Section (1)(c) of Article I of the Plan. Such

Employee, if otherwise eligible, may apply for and receive a Regular Benefit under the Plan.

Section 4. Amendment and Termination of the Plan

(a) So long as the Collective Bargaining Agreement of which this Plan as amended 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 Bargaining Agreement. Upon the termination of the Collective Bargaining 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 Bargaining Agreement between the Company and the Union.

ARTICLE VIII

DEFINITIONS

As used herein:

(1) “Active Employment Roll - An Employee shall be deemed to be on the Active Employment Roll:

- (a) while in Active Service,
- (b) while on an authorized vacation,
- (c) while on an authorized leave of absence (other than a sick leave) which is limited, when issued, to 90 days or less,
- (d) during the first 90 days on a sick leave of absence,
- (e) while on a temporary layoff,
- (f) while on a disciplinary layoff, or
- (g) while absent without leave up to 10 calendar days from the Employee’s last day worked;

provided, however, that solely with respect to the provisions of Article III, Section 2(d)(2) (crediting of Credit Units) and Section 6(a) (crediting of Guaranteed Annual Income Credit Units), an Employee also shall be deemed to be on the Active Employment Roll while the Employee is on strike;

(2) “Active Service” - An Employee is in Active Service in any Pay Period for which the Employee draws pay;

(3) “ASL” (Annual SUB Level) means an amount determined by multiplying (i) the number of straight time hours, time and one-half hours and double time hours, respectively, for which Employees have received pay from the Company (excluding any hours for which Benefits hereunder or under the Canadian Automatic Short Week Benefit Plan were payable to Employees) for the immediately preceding Benefit Year, by (ii) the applicable number of cents-per-hour as determined in accordance with the following Table:

ASL TABLE			
Annual SUB Level to be established October 1	Applicable number of cents per straight-time hour	Applicable number of cents per time and one-half hour	Applicable number of cents per double time hour
2012	80¢	86¢	92¢
2013	80¢	86¢	92¢
2014	80¢	86¢	92¢
2015	80¢	86¢	92¢

(a) If the total Plan Benefits paid in any Benefit Year are less than the ASL in the same Benefit Year, the difference between the ASL and the Plan Benefits will be added to the immediately following year's ASL, except that the resulting ASL shall not exceed \$75 million in any given Benefit Year.

(b) If the total Plan Benefits paid in any Benefit Year are greater than the ASL in the same Benefit Year, the excess above the ASL will be deducted from the immediately following year's ASL;

(4) **“ASL Utilization Percentage”** means a percentage determined each Week by dividing Plan Benefits paid in a Benefit Year up to and including the immediately preceding Week, by the ASL established for such year;

(5) **“Automatic Short Week Benefit”** means a benefit payable for a Short Work Week in accordance with the Canadian Automatic Short Week Benefit Plan;

(6) **“Bargaining Unit”** means a unit of Employees covered by the Collective Bargaining Agreement;

(7) **“Base Hourly Rate”** means:

(a) the Employee's straight-time hourly rate (excluding cost-of-living allowance and all other premiums and bonuses of any kind) on the Employee's last day of work in the Bargaining Unit; except, that if the Employee: had a higher straight-time hourly rate in 1 or more specified Bargaining Units at any time during the 13 consecutive Pay

Periods ending with the Pay Period which includes the Employee's last day worked (hereinafter referred to as the 13 Week Period), Base Hourly Rate shall be such higher rate;

(b) the Base Hourly Rate determined under (a) above, shall be adjusted to include:

(i) the amount of any applicable cost-of-living allowance in effect, if eligible, with respect to the Week for which the Regular Benefit is paid; and

(ii) the amount of any wage increase which became effective (pursuant to the Collective Bargaining Agreement) after the day or period used to establish the Employee's Base Hourly Rate.

In such event the amount of increase shall be the amount applicable to the job classification in which the Employee worked either on the day, or the last day of the period, for which the Employee's Base Hourly Rate was determined under (a) above. The Base Hourly Rate adjustment due to the increase shall be effective with respect to Regular Benefits which may be payable for and subsequent to the Week in which such increase became or becomes effective;

(8) **“Benefit Year”** means the consecutive weeks which fall between the first Monday of October of one year to the first Monday of October in the next year;

(9) **“Board”** means the Board of Administration under the Plan;

(10) **“Collective Bargaining Agreement”** means the currently effective collective bargaining agreement between the Company and the Union which incorporates this Plan, the Canadian Separation Payment Plan, and the Canadian Automatic Short Week Benefit Plan by reference;

(11) **“Company”** means General Motors of Canada Company;

(12) **“Credit Units”** means the units determining duration of an Employee's Regular Benefits which are credited to the Employee generally by reason of the Employee's Weeks of Active Service and cancelled at specified rates for the payment of certain Regular Benefits, and includes a Guaranteed Annual

Income Credit Unit credited pursuant to Section 6 of Article III;

(13) **“Dependent”** means a person recognized as a dependent under the Canadian Income Tax Act for establishing the Employee's withholding tax exemptions;

(14) **“Employee”** means an hourly-rate Employee in a Bargaining Unit;

“Part Time Employee” means an hourly-rate Employee in the Bargaining Unit, excluding Employees on three-shift operations on which less than 8 hour shifts of work are scheduled, who, on a regular and continuing basis, performs jobs having definitely established working hours, but the complete performance of which requires fewer hours of work than the regular Work Week, provided that the services of such Employee are normally available for at least half of the employing unit's regular Work Week;

(15) **“Employment Insurance”** means an unemployment insurance benefit as defined by the Canadian Employment Insurance Act;

(16) **“Fund”** means a trust fund established under the Plan to receive Company contributions and to pay Regular Benefits;

(17) **“Guaranteed Annual Income Credit Unit”** means in all respects and for all purposes the same as a Credit Unit credited pursuant to Article III, except that Guaranteed Annual Income Credit Units shall be credited only pursuant to the provisions of Section 6 of Article III of this Plan;

(18) **“Guarantee Date”** means with respect to the provisions for Guaranteed Annual Income Credit Units, the third Sunday in November of 1981 and the third Sunday in each November thereafter;

(19) **“Income Security Fund Maximum Company Liability”**

(a) Shall be established at \$440 million

(b) The following benefits, payments and costs shall be applied against and limited by such Income Security

Fund Maximum Company Liability amount, as provided under:

(i) the Canadian Supplemental Unemployment Benefit Plan (Exhibit C-1),

(ii) the Canadian Separation Payment Plan (Exhibit C-2),

(iii) the Canadian Automatic Short Week Benefit Plan (Exhibit C-3),

(iv) the Income Maintenance Benefit Plan (Exhibit D-1),

(v) the Voluntary Termination of Employment Plan (Exhibit D-2); and

(vi) those amounts payable by the Company provided under Miscellaneous Agreements attached to Exhibits C and D; and

(vii) the amounts payable by the Company provided under Document 13 of the 2016 Master Agreement; and

(viii) all costs associated with administering the Plan as referenced under Article VI, Section 6 of Exhibit C-1;

(20) **“Levelling Week”** means a Week in which an Employee was serving an Employment Insurance “waiting period” and during such Week or part thereof the Employee was temporarily laid off out of line of Seniority pending an adjustment of the work force in accordance with the terms of the Collective Bargaining Agreement;

(21) **“Local Committee”** means the Committee established by the Board with respect to each Plant or Plants to handle Employee appeals from Company determinations;

(22) **“Plan”** means the Canadian Supplemental Unemployment Benefit Plan as set forth in this Exhibit C-1;

(23) **“Plan Benefits”** means all benefits provided under the Canadian Supplemental Unemployment Benefit Plan (Exhibit

C-1) and benefits payable under The Canadian Separation Payment Plan (Exhibit C-2) and The Canadian Automatic Short Week Benefit Plan (Exhibit C-3) excluding those deemed as Scheduled Short Work Week or Short Work Week benefits resulting from an act of God pursuant to (26) of this Article;

(24) “Plant” means a location or locations in, or out of, which an Employee works;

(25) “Regular Benefit” means the benefit payable under this Plan to an eligible Employee for a Week of layoff in which the Employee performed no work for the Company and for which the Employee received no jury duty pay or bereavement pay from the Company, or for which the Employee received holiday pay from the Company if the Employee was not eligible for an Automatic Short Week Benefit for such Week;

(26) “Scheduled and Unscheduled Short Work Week”

(a) For purposes of this Plan and the Canadian Automatic Short Week Benefit Plan, a Scheduled Short Work Week with respect to an Employee is a Short Work Week which Management schedules in order to reduce the production of the Plant, department, or other unit in which the Employee works, to a level below the level at which the production of such Plant, department, or unit would be for the Week were it not a Short Work Week, but only where such reduction of production is for the purpose of adjusting production to customer demand.

(b) For the purposes of this Plan and of the Automatic Short Week Benefit Plan, an Unscheduled Short Work Week with respect to an Employee in any Short Work Week:

(i) which is not a Scheduled Short Work Week as defined in subparagraph (a) of this subsection;

(ii) in which an Employee returns to work from layoff to replace a separated or absent Employee (including an Employee failing to respond or tardy in responding to recall), or returns to work, after a full Week of layoff, in connection with an increase in production, but only to the extent that the Short Work Week is attributable to such cause; or

(iii) in which the Employee last works during the 2 Weeks immediately preceding the end of a model run in the Employee's department or in which the Employee returns to work during the 6 Weeks immediately following the start of a new model run in the Employee's department but not to exceed 1 Week in each case within a calendar year.

(c) For any Short Work Week which includes both Scheduled and Unscheduled Short Work Week circumstances with respect to an Employee:

(i) the number of hours by which 40 exceeds the Compensated or Available Hours will be deemed to be hours for which an Automatic Short Week Benefit for a Scheduled Short Work Week is paid to the extent that such hours do not exceed the hours not worked for reasons set forth in subparagraph (a) of this subsection, and

(ii) any remaining hours will be deemed to be hours for which an Automatic Short Week Benefit is paid for an Unscheduled Short Work Week.

(d) The Company will give verbal notice to the Union members of the Local Committee at the time of layoff of the number of Employees laid off, by department, and the reason or reasons for any Short Work Week that results from an act of God as defined in subparagraph (e) of this definition.

In addition, with respect to any such Short Work Week (regardless of the number of Employees involved), a written notice shall be given to the Union members of the Local Committee and to the Union no later than the end of the Week following the Week during which the Automatic Short Week Benefit is paid, showing, by department, the number of Employees involved, the total amount of Automatic Short Week Benefits payable, and with respect to (d) above, an explanation of the incident which caused the Company to determine that the layoff was the result of an act of God, as defined in subparagraph (e) of this definition.

(e) The term "act of God" means an occurrence or circumstance directly affecting a Company Plant or Plants which results from natural causes exclusively and is in no sense attributable to human negligence, influence, intervention or

control; the result solely of natural causes and not of human acts;

(27) “Seniority” means seniority status under the Collective Bargaining Agreement;

(a) “Break in Seniority” means any break in or loss of Seniority pursuant to the Collective Bargaining Agreement;

(b) “Years (or Year) of Seniority” means for all purposes of this Plan, the Canadian Separation Payment Plan, and the Canadian Automatic Short Week Benefit Plan and for those purposes only, the longest Seniority an Employee has in any Bargaining Unit except that in determining an Employee's “longest Seniority”, if the Employee has Seniority (or if, while on the Active Employment Roll, the Employee acquires Seniority) in a Bargaining Unit at the time the Employee's Seniority is broken in another Bargaining Unit under the time for time provisions of the Collective Bargaining Agreement or because the Employee refuses recall at such other Bargaining Unit, or if the Employee's Seniority is broken in a Bargaining Unit because such Employee quits to respond to recall to another Bargaining Unit, such lost Seniority shall be included in “Years of Seniority”.

In addition, solely for those Employees described in Article III, Section 3(c) of this Plan, the Years of Seniority forfeited because of such quit will be reinstated in the new Bargaining Unit, for all purposes under this Plan, and the Canadian Separation Payment Plan, and the Canadian Automatic Short Work Week Benefit Plan, as of the later of the end of the Week which includes the date the Employee acquires Seniority in the new Bargaining Unit or the end of the Week which includes the effective date of this Agreement;

(28) “Separation Payment” means a lump sum amount payable in accordance with the Canadian Separation Payment Plan to an eligible person by reason of qualified layoff and certain separations from the Company because of termination or disability;

(29) “Short Work Week” means a Work Week during which an Employee has less than 40 Compensated or Available Hours as defined under the Canadian Automatic Short Week Benefit Plan and (a) during which the Employee

performs some work for the Company, or (b) for which the Employee receives some jury duty pay or bereavement pay from the Company, or (c) for which the Employee receives only holiday pay from the Company and, for the immediately preceding Week, the Employee either received an Automatic Short Week Benefit or had 40 or more Compensated or Available Hours;

(30) “Supplementation” means recognition of the right of a person to receive both an Employment Insurance Benefit and a Regular 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 Regular Benefit under the Plan;

(31) “Trustee” means the trustee or trustees of the Fund established under the Plan;

(32) “Union” means Unifor and Unifor Local No. 222; Unifor Local No. 199; Unifor Local No. 636;

(33) “Week” when used in connection with eligibility for and computation of Regular Benefits with respect to an Employee means:

(a) a period of layoff equivalent to a Work Week;
or

(b) a Work Week for which the total pay received or receivable by an Employee from the Company (including vacation pay considered applicable to such Work Week) and any amount of unearned pay, computed, as if payable, for hours made available by the Company but not worked, (excluding however, hours not worked which the Employee had an option to refuse under the Local Seniority Agreement or could refuse without disqualification under Section 2(b)(3) of Article I) is less than 65% of the Employee's Weekly Straight-Time Pay;

“Week of layoff” shall include any such Week; provided, however, that if there is a difference between the starting time of a Work Week and of a week under Employment Insurance, the Work Week shall be paired with the Employment Insurance week which corresponds most closely thereto in time; except that if an Employee is ineligible for an Employment Insurance Benefit because of any of the reasons

set forth in Section 1(c) of Article I for the entire continuous period of layoff, the week under Employment Insurance shall be assumed to be the same as the Work Week.

If an Employee becomes ineligible for an Employment Insurance Benefit because of the reasons set forth in Section 1(c) of Article I, excluding items under (3), during a continuous period of layoff, the week under Employment Insurance shall be assumed to continue to be, for the duration of the layoff period during which the Employee remains so ineligible, the 7-day period for which an Employment Insurance Benefit was last paid to the Employee during such continuous period of layoff. Each Week within a continuous period of layoff will not be considered a new or separate layoff;

(34) “Weekly Straight-Time Pay” means an amount equal to an Employee's Base Hourly Rate (as determined for a Regular Benefit) multiplied by 40 (or, in the case of a Part Time Employee, by the number of hours the Employee is regularly scheduled to work during a Work Week);

(35) “Work Week” or “Pay Period” means 7 consecutive days beginning on Monday at the regular starting time of the shift to which the Employee is assigned, or was last assigned immediately prior to being laid off. With the introduction of the new timekeeping system, the Pay Period will shift to begin on Sunday to align with Service Canada.

EXHIBIT C-2
CANADIAN
SEPARATION PAYMENT
PLAN

Section 1. Eligibility

An Employee shall be eligible for a Separation Payment if:

(a) the Employee has been on layoff from the Company for a continuous period of at least 12 months (or any shorter period determined by the Company) and such layoff is not a result of any of the circumstances or conditions set forth in Section 2(b)(2) of Article I of the Canadian Supplemental Unemployment Benefit Plan; provided, however, an Employee shall be deemed to have been on layoff from the Company for a continuous period if, while on layoff, the Employee accepts an offer of work by the Company and subsequently is laid off again within not more than 10 work days from the date of reinstatement,

(b) the Employee is terminated at or after age 60, or

(c) the Employee becomes disabled and would be eligible for total and permanent or occupational disability benefits under any Company pension plan or retirement program except that the Employee does not have the years of credited service required to be eligible for such benefits;

and in addition to (a), (b) or (c) above:

(d) the Employee had 1 or more Years of Seniority (3 or more Years of Seniority if hired on or after September 17, 2008 and prior to October 1, 2012; 6 or more Years if hired on or after October 1, 2012) on the last day the Employee was on the Active Employment Roll, and such Years of Seniority had not been broken, except by termination under subsection (b) above, on or prior to the earliest date on which application can be made to the Company;

(e) the Employee is not eligible to receive a monthly pension or a monthly retirement benefit other than a deferred pension or a deferred retirement benefit under any Company plan or program then in effect;

(f) the Employee has not refused an offer of work pursuant to any of the conditions set forth in Section 2(b)(3) of Article I of the Canadian Supplemental Unemployment Benefit Plan, on or after the last day worked for the Company, and prior to the earliest date on which application can be made, provided that refusal after termination under subsection

(b) above shall not result in ineligibility for a Separation Payment;

(g) the Employee has made application for a Separation Payment prior to 24 months (36 months in the case of an Employee who has 10 or more Years of Seniority and is eligible for a Separation Payment determined in accordance with Section 2(b)(1)) from the commencement date of layoff, termination, or disability, except that an Employee who meets the requirements of subsection (c) of this Section may make such application on or before the 30th day following the last month for which the Employee was eligible to receive an Extended Disability Benefit in accordance with Section 7 of Article II of the General Motors Canadian Group Life and Disability Insurance Program for Hourly-Rate Employees, provided that in the case of layoff no application may be made prior to 12 continuous months of layoff from the Company (or any shorter period determined by the Company); and

(h) An Employee who enters the Canadian Armed Forces directly from the employ of the Company shall while in such service be deemed, for the purposes of the Plan, as on leave of absence and shall not be entitled to any Separation Payment.

Section 2. Payment

(a) A Separation Payment shall be payable by the Company and only in a lump sum.

(b) Determination of Amount

(1) The Separation Payment payable to an eligible Employee shall be an amount determined by multiplying

(i) the Employee's Base Hourly Rate by

(ii) the applicable Number of Hours' Pay as shown in the following table:

Separation Payment Table

Years of Seniority On Last Day On The Active Employment Roll	Number of Hours' Pay
** 1 but less than 2 *,	50
** 2 but less than 3 *,	70
3 but less than 4**	100
4 but less than 5**	135
5 but less than 6**	170
6 but less than 7	210
7 but less than 8	255
8 but less than 9	300
9 but less than 10	350
10 but less than 11	400
11 but less than 12	455
12 but less than 13	510
13 but less than 14	570
14 but less than 15	630
15 but less than 16	700
16 but less than 17	770
17 but less than 18	840
18 but less than 19	920
19 but less than 20	1000
20 but less than 21	1085
21 but less than 22	1170
22 but less than 23	1260
23 but less than 24	1355
24 but less than 25	1455
25 but less than 26	1560
26 but less than 27	1665
27 but less than 28	1770
28 but less than 29	1875
29 but less than 30	1980
30 and over	2080

* Not available to Employees hired on or after September 17, 2008 and prior to October 1, 2012

** Not available to Employees hired on or after October 1, 2012

(2) A Separation Payment payable under Section 2(b)(1) also shall be reduced by the amount of any payment

received or receivable with respect to any layoff or separation of the Employee from the Company subsequent to the last day worked for the Company under any other "SUB" plan or plans of the Company or under any Company plan or program to which the Company has contributed, with the exception of the CSUB Plan approved by the government of Canada for Employment Insurance purposes.

(3) If an Employee received a prior Separation Payment by reason of total and permanent disability and subsequently recovers, reports for work and has Seniority reinstated under the Collective Bargaining Agreement, or otherwise received a prior Separation Payment under subsection 2(b)(1) and thereafter was hired again by the Company within 3 years from the last day worked in the Bargaining Unit,

Years of Seniority for purposes of determining the amount of the current Separation Payment shall mean the sum of the Years of Seniority used to determine the amount of the prior Separation Payment plus any other Years of Seniority which were acquired thereafter and which the Employee has on the last day on the Active Employment Roll with respect to the current Separation Payment. The Number of Hours' Pay used to calculate the prior Separation Payment shall be subtracted from the Number of Hours' Pay based on the Years of Seniority determined as provided above.

(4) The Separation Payment payable to an eligible Part Time Employee shall be reduced in the same ratio as such Part Time Employee's scheduled hours of work at time of layoff bears to 40 hours, provided, however, that if an Employee has worked as a full-time and a Part Time Employee, the Separation Payment shall be computed by multiplying the Number of Hours' Pay indicated by the Employee's Years of Seniority on the last day on the Active Employment Roll by a fraction the numerator of which is the sum of

(i) the number of such Years during which the Employee was a full-time Employee, and

(ii) the number of such Years during which the Employee was a Part Time Employee adjusted by the ratio which the Employee's scheduled hours of work in such Years bears to 40; and the denominator of which is the Employee's

Years Seniority on the Employee's last day on the Active Employment Roll.

(5) Any Separation Payments shall be applied against and limited by the Income Security Fund Maximum Company Liability pursuant to Article VIII, (19) of Exhibit C-1.

(c) The Company shall deduct from the amount of any Separation 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. Effect of Separation Payment on Seniority

An Employee who is issued and accepts a Separation Payment shall cease to be an Employee and shall have Seniority cancelled at any and all of the Company's plants and locations as of the date the Employee's application for the Separation Payment was received by the Company. However, if an Employee has been paid a Separation Payment by reason of total and permanent disability and subsequently recovers and reports for work, the Employee's Seniority shall be reinstated as set forth in Paragraph 54(i) of the Collective Bargaining Agreement.

Section 4. Company Determination of Eligibility

The Company shall promptly determine the Employee's eligibility for a Separation Payment, and the Separation Payment shall be paid or denied in accordance with such determination.

Section 5. Overpayments

If the Company or the Board determines after issuance of a Separation Payment that the Separation Payment should not have been issued or should have been issued in a lesser amount, written notice thereof shall be mailed to the former Employee and such former Employee shall return the amount of the overpayment to the Company.

The Company shall credit the amount of any such overpayment returned by the former Employee to the Income Security Fund Maximum Company Liability.

Section 6. Repayment

If an Employee is again employed by the Company after receiving a Separation Payment, no repayment (except with respect to an overpayment) of the Separation Payment shall be required or allowed; and no Seniority cancelled previously shall be reinstated (except as otherwise provided under Section 3 of this Plan).

Section 7. Notice of Application Time Limits

The Company shall provide written notice of the time limits for filing a Separation Payment application to all who may be eligible for such Payment. The notice shall be mailed to the last address of record not later than 30 days prior to both the earliest and the latest date as of which applications may be filed pursuant to the application time limit provisions.

Section 8. Reports by the Company

(a) The Company shall furnish to the Union reports pursuant to Article VI, Section 4 of the CSUB Plan.

(b) Union Copies of Certain Applications, Determinations, and Letters

The Company shall furnish promptly to a Union member of the Local Committee a copy of each application for a Separation Payment, a copy of all Company determinations of Separation Payment ineligibility or overpayment and a copy of any letter sent to a disabled Employee advising of such Employee's possible eligibility for a Separation Payment by reason of total and permanent disability.

Section 9. General

(a) The provisions of these Sections 1 through 11 constitute the entire Canadian Separation Payment Plan (hereinafter referred to as the Plan) and express each and every obligation of the Company with respect to the financing of the Plan and providing for Separation Payments.

The Board, the Company and the Union, and each of them 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 wilful misconduct or fraud.

(b) No Separation Payment paid under the Plan shall be considered a part of any Employee's wages for any purpose. No person who receives any Separation Payment shall for that reason be deemed an employee of the Company during such period.

(c) No question involving the interpretation or application of the Plan shall be subject to the grievance procedure provided for in the Collective Bargaining Agreement.

Section 10. Amendment and Termination of the Plan

So long as the Collective Bargaining 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 Bargaining Agreement. Upon the termination of the Collective Bargaining 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 Bargaining Agreement between the Company and the Union.

Section 11. Definitions

Any term used herein which has a counterpart that is defined in the Canadian 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 Canadian Supplemental Unemployment Benefit Plan.

As used herein:

(1) “Active Employment Roll” - An Employee shall be deemed to be on the Active Employment Roll:

- (a)** while in Active Service,
- (b)** while on an authorized vacation,
- (c)** while on an authorized leave of absence (other than a sick leave) which is limited, when issued, to 90 days or less,
- (d)** during the first 90 days on a sick leave of absence,
- (e)** while on a temporary layoff,
- (f)** while on a disciplinary layoff, or
- (g)** while absent without leave up to 10 calendar days from such Employee’s last day worked;

provided, however, that solely with respect to the provisions of Section 3(b) of this Plan (eligibility for a Separation Payment) an Employee also shall be deemed to be on the Active Employment Roll while the Employee is on strike;

(2) “Base Hourly Rate” means:

- (a)** the Employee's straight-time hourly rate (excluding cost-of-living allowance and all other premiums and bonuses of any kind) on the Employee’s last day of work in the Bargaining Unit; except, that if the Employee has a higher straight-time hourly rate in 1 or more specified Bargaining Units at any time during the 13 consecutive Pay Periods ending with the Pay Period which includes the

Employee's last day worked (hereinafter referred to as the 13 Week Period), Base Hourly Rate shall be such higher rate;

(b) the Base Hourly Rate determined under (a) above, shall be adjusted to include the amount of any applicable cost-of-living allowance in effect, if eligible, with respect to the last day worked for the Company;

(3) **“Plan”** means the Canadian Separation Payment Plan as set forth in this Exhibit C-2.

EXHIBIT C-3
CANADIAN AUTOMATIC SHORT
WEEK BENEFIT PLAN

Section 1. Eligibility

(a) An Employee shall be eligible for an Automatic Short Week Benefit for any Week beginning on or after September 26, 2016, if:

(1) during such Week the Employee had less than 40 Compensated or Available Hours and

(i) performed some work for the Company,
or

(ii) for such Week received some jury duty pay or bereavement pay from the Company, or

(iii) for such Week, received only holiday pay from the Company and, for the immediately preceding Week, either received an Automatic Short Week Benefit or had 40 or more Compensated or Available Hours;

(2) the Employee had at least 1 Year of Seniority (3 Years of Seniority if hired on or after September 17, 2008) as of the last day of the Week [or during some part of such Week had at least 1 Year of Seniority (3 Years of Seniority if hired on or after September 17, 2008) and broke Seniority by reason of death or of retirement under the provisions of The General Motors Canadian Hourly-Rate Employees Pension Plan];

(3) the Employee was on a qualifying layoff, as described in Section 2 of Article I of the Canadian Supplemental Unemployment Benefit Plan, for some part of the Week, or was ineligible as defined under the Collective Bargaining Agreement for pay from the Company for all or part of a period of jury duty, bereavement or short term active duty of 30 days or less because the Employee was called to active service in a Reserve or similar unit by provincial or federal authorities in case of public emergency during the Week and during all or part of such period the Employee would otherwise have been on qualifying layoff under the Canadian Supplemental Unemployment Benefit Plan.

(b) No application for an Automatic Short Week Benefit will be required of an Employee. However, if any Employee believes they are entitled to an Automatic Short Week Benefit for a Week which they did not receive on the date when such

Benefits for such Week are paid, they may file written application therefore within 60 calendar days after such date. In case the Employee worked in more than one Plant in the Week, the Employee may apply at the Plant at which the Employee last worked.

(c) An Automatic Short Week Benefit payable under this Plan for a Week shall be in lieu of any Regular Benefit payable under the provisions of the Canadian Supplemental Unemployment Benefit Plan for that Week.

(d) An Employee who enters the Canadian Armed Forces directly from the employ of the Company shall while in such service be deemed, for the purposes of this Plan, as on leave of absence and shall not be entitled to an Automatic Short Week Benefit.

Section 2. Determination of Amount

(a) The Automatic Short Week Benefit payable to any eligible Employee for any Week beginning on or after September 26, 2016, shall be an amount equal to the product of the number by which 40 exceeds the employee's Compensated or Available Hours, counted to the nearest tenth of an hour, multiplied by 80% of the Employee's Base Hourly Rate.

(b) An Employee, who breaks Seniority during a Week by reason of death or of retirement under the provisions of The General Motors Canadian Hourly-Rate Employees Pension Plan and is eligible for an Automatic Short Week Benefit with respect to certain hours of layoff during the Week prior to the date the Employee's Seniority is broken, will receive an amount computed as provided in subsection 2(a) above based on the number by which the hours for which the Employee would regularly have been compensated exceeds the Employee's Compensated or Available Hours with respect to that part of the Week prior to the date Seniority is broken.

(c) The Automatic Short Week Benefit payable shall be applied against, and limited by, the Income Security Fund Maximum Company Liability pursuant to Article VIII, (19) of Exhibit C-1.

(d) The Company shall deduct from the amount of any Automatic Short Week Benefit 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. Method of Payment

Automatic Short Week Benefits shall be payable by the Company.

Section 4. Company Determination of Eligibility

The Company shall promptly determine the Employee's eligibility for an Automatic Short Week Benefit, and the Automatic Short Week Benefit shall be paid or denied in accordance with such determination. If the Company determines that an Employee is not entitled to an Automatic Short Week Benefit with respect to the Week for which application for the Automatic Short Week Benefit is made, it shall notify such Employee promptly, in writing, of the reason(s) for the determination.

Section 5. Overpayment

(a) If the Company or the Board determines that any Automatic Short Week Benefits paid under this Plan should not have been paid or should have been paid in a lesser amount, written notice thereof shall be supplied to the Employee receiving such Automatic Short Week Benefit(s) and the Employee shall have a maximum amount of \$100 deducted from the Employee's compensation until the overpayment is reimbursed in full. No such repayment shall be required if the cumulative overpayment is \$3 or less or if notice has not been given within 120 days from the date the overpayment was established or created, except that no such time limitation shall be applicable in cases of fraud or wilful misrepresentation.

(b) If the Employee shall fail to return such amount of overpayment promptly, the Company shall make a deduction from any future Automatic Short Week Benefits (not to exceed \$100 from any 1 Automatic Short Week Benefit except in

cases of fraud or wilful misrepresentation) otherwise payable to such Employee by the Company, or to make a deduction from compensation payable by the Company to such Employee (not to exceed \$100 from any 1 pay cheque except in cases of fraud or wilful misrepresentation), or both.

The Company is authorized to make the deduction from the Employee's compensation as provided under this subsection and to pay the amounts deducted to the Company. Any such recovered overpayments shall be credited to the Income Security Fund Maximum Company Liability.

(c) If the Company determines that an Employee has received an Automatic Short Week Benefit for any Week with respect to all or part of which the Employee has received an Employment Insurance Benefit, the full amount of such Automatic Short Week Benefit, or a portion of the Automatic Short 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. Reports by the Company

(a) The Company shall furnish to the Union reports pursuant to Article VI, Section 4 of the CSUB Plan.

(b) The Company shall furnish promptly to a Union member of the Local Committee a copy of all Company determinations of Automatic Short Week Benefit ineligibility or overpayment.

Section 7. General

(a) The provisions of these Sections 1 through 9 constitute the entire Canadian Automatic Short 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 Automatic Short Week Benefits. The Board, the Company, and the Union, and each of them, 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 wilful misconduct or fraud.

(b) No question involving the interpretation or application of the Plan shall be subject to the grievance procedure provided for in the Collective Bargaining Agreement.

Section 8. Amendment and Termination of the Plan

(a) So long as the Collective Bargaining 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 Bargaining Agreement. Upon the termination of the Collective Bargaining 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 Collective Bargaining Agreement between the Company and the Union.

Section 9. Definitions

Any term used herein which has a counterpart that is defined in the Canadian 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 Canadian Supplemental Unemployment Benefit Plan. As used herein:

(1) “Base Hourly Rate” means:

(a) the highest straight-time hourly rate (excluding cost-of-living allowance and all other premiums and bonuses of any kind) paid the Employee in the Bargaining Unit during the Pay Period in which the Short Work Week occurs;

(b) the Base Hourly Rate determined under (a) above, shall be adjusted to include:

(i) the amount of any applicable cost-of-living allowance in effect, if eligible, with respect to the Week for which the Automatic Short Week Benefit is paid; and

(ii) the amount of any wage increase which became effective (pursuant to the Collective Bargaining Agreement) after the day or period used to establish the Employee's Base Hourly Rate. In such event the amount of increase shall be the amount applicable to the job classification in which the Employee worked either on the day, or the last day of the period, for which the Employee's Base Hourly Rate was determined under (a) above. The Base Hourly Rate adjustment due to the increase shall be effective with respect to Automatic Short Week Benefits which may be payable for and subsequent to the Week in which such increase became or becomes effective;

(2) **“Compensated or Available Hours”** for a Week shall be the sum of:

(a) all hours for which an Employee receives pay from the Company (excluding vacation pay except as provided in (c) below) with each hour paid at premium rates to be counted as 1 hour; plus

(b) all hours scheduled for or made available to the Employee by the Company but not worked by such Employee after having been given reasonable notice (including any period on leave of absence); provided, however, if the hours made available but not worked were:

(i) straight-time hours, in accordance with Paragraph 78 of the Collective Bargaining Agreement, which the Employee had an option to refuse under a Local Seniority Agreement, or

(ii) overtime hours which the Employee was prohibited from working due to written restrictions concerning the number of hours that the Employee could work on a given day or in a given Week, imposed by the Employee's personal physician and concurred in by the Plant Medical Director,

such hours are not to be considered as hours made available by the Company; plus

(c) all hours represented by vacation pay, paid pursuant to Paragraph 114 of the Collective Bargaining Agreement, on the basis that 40 hours, or such fewer hours for which vacation pay was received, shall be applicable to the

first vacation week to which the Employee is entitled under Paragraph 110 of the Collective Bargaining Agreement, and the remainder of such vacation hours, if any, shall be applied to any additional week of Company designated vacation received by the Employee; plus

(d) all hours not worked by the Employee because of any of the reasons disqualifying the Employee from receiving a Regular Benefit under subsections 2(b)(2) and 2(b)(4) of Article I of the Canadian Supplemental Unemployment Benefit Plan; plus

(e) all hours not worked by the Employee which are in accordance with a written agreement between Local Management and the Shop Committee or which are attributable to absenteeism of other Employees; plus

(f) with respect to a Part Time Employee, or an Employee on a three-shift operation on which less than 8 hour shifts of work are scheduled, or an Employee on any shift of work on which less than 40 hours of work per Week are regularly scheduled, a number of hours equal to the difference between such Employee's regularly compensated hours during a Work Week and 40;

(g) Effective for Weeks commencing on or after November 1, 1990 with respect to which the Employee has 1 or more Years of Seniority (3 Years of Seniority if hired on or after September 17, 2008) Compensated or Available Hours as determined under this Definition (2) will exclude any hours of overtime that are either worked or made available to Employees during the Week.

(3) **“Plan”** means the Canadian Automatic Short Week Benefit Plan as set forth in this Exhibit C-3;

(4) **“Week”** when used in connection with eligibility for and computation of Automatic Short Week Benefits with respect to an Employee means a Short Work Week.

OTHER SUB

ITEMS

Miscellaneous Agreement Covering Failure to Work Forty Hours as a Consequence of Severe Weather Conditions or Riots - Canadian Supplemental Unemployment Benefit Plan and the Canadian Automatic Short Week Benefit Plan

In general, the following determinations under the Canadian Supplemental Unemployment Benefit Plan and the Canadian Automatic Short Week Benefit Plan (hereinafter referred to as the Plans) apply with respect to a plant shutdown in an area in which severe weather conditions or an actual or threatened riot have occurred:

1. With respect to a day for which the plant gives notification by public announcement or otherwise of a shutdown, a Regular Benefit or an Automatic Short Week Benefit (hereinafter referred to as Benefits) whichever is applicable, shall be paid as provided under the Plan to an otherwise eligible laid off employee.

2. With respect to a day during which the plant attempts to operate but is forced to shut down because of the absenteeism of employees, and a majority of the employees scheduled to report for work on the shift have reported to work prior to the shutdown, a Benefit shall be paid to an otherwise eligible employee who reported for work but was sent home when the plant suspended operations; provided, however, that if the amount of such Benefit payable plus the pay for hours worked on such day equals less than the equivalent of 4 hours' pay, the employee shall be paid 4 hours' pay by the Company for such day (including the Employee's pay for any hours worked) in lieu of such Benefit, as provided below. In calculating the Benefit credit should be taken as Available Hours for any period between the starting time of the employee's regular shift and the time such Employee reported for work.

(a) An employee who reports for work during the first 4 hours of the Employee's regular shift on a day the plant has attempted to operate and subsequently shuts down, shall receive a Benefit for any hours not worked or made available during the period between the time the Employee reported for work and the end of such Employee's regular shift; provided, however, that if the amount of such Benefit payable plus the

pay for any hours worked on such day equals less than the equivalent of 4 hours' pay, the employee shall be paid 4 hours' pay by the Company for such day (including the Employee's pay for any hours worked) in lieu of such Benefit.

With respect to an otherwise eligible employee who reports for work during the last 4 hours of the Employee's regular shift, a Benefit shall be payable for any hours not worked or made available during the period between the time the Employee reported for work and the end of such Employee's regular shift and the minimum 4 hours' pay provisions shall not apply.

(b) In addition to the provisions of 2(a) above, if overtime hours occur during the week in which the only day(s) of layoff is a day on which the plant attempted to operate but subsequently shut down due to employee absenteeism, the Benefit for an otherwise eligible employee shall be calculated with respect to the week. The Benefit amount, if any, plus the pay for any hours worked on such day(s) shall be measured against the minimum 4 hours' pay provision, if applicable, for such day(s).

However, if overtime hours occur during a week having 2 or more days of layoff, including at least one such day on which the plant attempted to operate but subsequently shut down due to employee absenteeism, the overtime hours may only be applied to reduce hours of layoff on days other than such days on which the plant attempted to operate. Consequently, a separate Benefit shall be calculated for each such day on which the plant attempted to operate, and the amount of such Benefit, if any, plus the pay for any hours worked on such day shall be measured against the minimum 4 hours' pay provision, if applicable. If a Benefit is payable for such day, it shall be included and paid with any Benefit otherwise payable for the remainder of the week; provided, however, that the sum of such Benefits cannot exceed the Benefit, if any, that would otherwise be payable under the Plan for the week.

(c) A Benefit shall not be paid to an employee for a day when the plant was attempting to operate if such employee failed to report for work at any time during such day. The total number of hours of the employee's regular shift for such day (8 hours in most cases) will be included as hours made available but not worked in the calculation of any Benefit otherwise payable for the week.

3. With respect to a day during which the plant attempts to operate but is forced to shutdown because of the absenteeism of employees and a majority of the employees scheduled to report for work on the shift have not reported to work prior to the shutdown, the facts and circumstances of the local situation will be reviewed with the Compensation Benefits-Policy Department and a determination shall be made by the Compensation Benefits-Policy Department with respect to any additional SUBenefit eligibility beyond the eligibility provided under item “2.” above.

Where no additional SUBenefit eligibility is authorized, the provisions and procedures under item “2.” above will be followed. If additional SUBenefit eligibility is authorized, the following will apply.

(a) Employees who report to work at any time during their shift shall have all hours worked or paid for such day disregarded in calculating Compensated or Available Hours for the Week and shall be deemed to be on qualified layoff for the shift.

(b) Employees who did not report for work at any time during their shift shall be deemed to have been on qualified layoff for all of the day in calculating any SUBenefit otherwise payable for the Week.

The minimum 4-hour's pay provisions shall apply to all employees who report to work during the first four hours of their shift.

The foregoing Plan determinations with respect to a day when the plant attempts to operate during severe weather conditions or during an actual or threatened riot apply only in situations where the plant is subsequently forced to shut down because of employee absenteeism. If the plant shuts down early or employees are sent home for any reason other than employee absenteeism, eligible employees should be paid Benefits with respect to any period of qualified layoff to which they may be entitled under the Plan and the minimum 4 hours' pay provisions shall not be applicable.

4. With respect to a day during which the plant operates in an area in which severe weather conditions or an actual or threatened riot have occurred and the majority of employees

scheduled to report for work on the shift do not report to work at any time during their shift, the facts and circumstances of the local situation will be reviewed with the Compensation Benefits-Policy Department and a determination shall be made by the Compensation Benefits-Policy Department with respect to any SUBenefit eligibility for any employee for such day.

If the determination does not authorize any SUBenefits then no SUBenefit eligibility will be determined under the provisions of this letter. If a determination is made to authorize SUBenefit eligibility for the shift, such eligibility and SUBenefit calculation shall be made in accordance with item "3." above.

In determining whether a plant shall attempt to operate during such severe weather conditions or during a riot occurring in the plant area, consideration should be given to the severity of the condition, actions of other employers in the area, and instructions, advice or proclamations issued by local or other authorities.

During the 1968 negotiations, it was understood by the parties that the Union's agreement with the Company determinations under the Plans to be followed with respect to a plant shutdown in an area in which severe weather conditions or an actual or threatened riot have occurred, as set forth in this Miscellaneous Agreement, will in no way jeopardize or limit an employee's right of appeal under the Plans to any such Company determinations.

Miscellaneous Agreement Covering Eligibility for Regular Benefits under the Canadian Supplemental Unemployment Benefit Plan for Employees Scheduled by the Company for Vacation at Times Other Than During the General Plant Vacation Period

If the vacation of any Employee is scheduled for a period of time other than the period of time designated by the Company as general plant vacation, and such Employee is on qualifying layoff during such general plant vacation period, the Employee will be entitled to Regular Benefits under the Canadian Supplemental Unemployment Benefit Plan, provided the Employee is otherwise eligible, even though the Employee may be deemed ineligible for Employment Insurance Benefits solely because of allocation of vacation pay to such period of layoff by Human Resources and Social Development Canada.

It is understood that, subject to review, revision and/or approval by Human Resources and Social Development Canada, Article I, Section 1(c)(5) (contrary to intent of Plan) of the Canadian Supplemental Unemployment Benefit Plan will be the basis for implementing the intent of this Miscellaneous Agreement.

Mr. Jerry Dias
National President, Unifor
205 Placer Court
North York, Ontario

Dear Mr. Dias

Notwithstanding any provisions of the Supplemental Unemployment Benefit Plan to the contrary, an Employee on a qualifying layoff who is ineligible for an Employment Insurance Benefit for any Week solely because of age limitation provisions of the Employment Insurance Act will, if otherwise eligible, be entitled to a Regular Benefit for such Week, subject to the following conditions:

(1) Prior to the payment of a Regular Benefit for such Week, such Employee must, with respect to such Week, file a written application in person and establish to the satisfaction of the Company that the Employee is able and available for and seeking full-time work to the same extent as though the Employee was receiving an Employment Insurance Benefit.

(2) For the first application for Supplemental Unemployment Benefits following attainment of age 65, the waiting periods normally assessed by Employment Insurance for new claims will be observed.

For any subsequent layoffs, the waiting period normally required by Employment Insurance will be observed at the appropriate times in the consideration of eligibility for Regular Benefits.

(3) Eligibility for Automatic Short Week Benefits will not be affected by an Employee attaining age 65.

Any term defined in the Plan and used in this letter has the same meaning in this letter as in the Plan.

This understanding is made without prejudice and in no way implies a change in the Company's principle of refusal to supplement Company-paid benefit programs through the Supplemental Unemployment Benefit Plan.

Yours very truly,

Joe Piechocki
General Director Labour Relations, Human Resources

Accepted and Approved:

Unifor

By: Jerry Dias,
National President, Unifor

Mr. Jerry Dias
National President, Unifor
205 Placer Court
North York, Ontario

Dear Mr. Dias:

During the current negotiations the Union expressed some concern regarding a possible interpretation of the provisions of Article 1, Section 2(b)(4)(i) of the CSUB Plan which could result in denying a Benefit to an otherwise eligible employee who is claiming a benefit under a Workers' Compensation law while not totally disabled. This is to advise you that the provisions of Article 1, Section 2(b)(4)(i) of the Plan will not be interpreted to disqualify an employee on layoff from Benefits solely because such Employee is eligible for or claiming a permanent partial or scheduled loss benefit under a Workers' Compensation law or other law providing benefits for occupational injury or disease so long as the injury or disease does not prevent the employee from working.

Yours very truly,

Joe Piechocki
General Director Labour Relations, Human Resources

Accepted and Approved:

Unifor

By: Jerry Dias,
National President, Unifor

STATEMENT OF INTENT

Subject: Potential Revisions to the Employment Insurance Act

If revisions are enacted to the Employment Insurance Act during the period covered by the current Collective Bargaining Agreement, which result in changes to an Employee's eligibility for Regular or Automatic Short Week Benefits, which affect the Employee's total income during weeks of qualified layoff or which would provide for an increased drain on the ASL, the parties agree to meet to discuss such effect or effects.

Miscellaneous Agreement Concerning Employees Transferred from a Supervisory Position to a Job Classification in the Bargaining Unit

This will confirm an understanding between the Company and the Union in regard to the CSUB Plans incorporated by reference as Exhibits C-1, C-2 and C-3 to the Master Agreement, dated as of the date of this Agreement, between General Motors of Canada Company and Unifor.

For those individuals who transfer from a supervisory position to a position in the Bargaining Unit on or after March 1, 1977, the term "Seniority" or "Years of Seniority" as defined in Article VIII, (27), means the amount of Seniority the Employee had at the time of the Employee's promotion plus the amount of Seniority, if any, accumulated while the Employee was working in the supervisory or salaried position prior to March 1, 1977. The understanding is solely for purposes of Article III, Section 6.

Mr. Jerry Dias
National President, Unifor
205 Placer Court
North York, Ontario

Dear Mr. Dias:

The conditions of eligibility for a Separation Payment based on layoff, as set forth in Section 1 of the Canadian Separation Payment Plan, include the requirement that an employee has been on layoff “. . . for a continuous period of at least 12 months (or any shorter period determined by the Company). . .”.

This is to confirm our understanding with you reached in these negotiations that during the term of the current Canadian Separation Payment Plan the Company will waive the 12 month Separation Payment layoff waiting period described above with respect to layoffs resulting from plant closings, discontinuance of operations or other circumstances or events in which layoff appear to be permanent and the employees involved appear to have no further opportunity for employment with the Company.

Yours very truly,

Joe Piechocki
General Director Labour Relations, Human Resources

Accepted and Approved:

Unifor

By: Jerry Dias,
National President, Unifor

Mr. Jerry Dias
National President, Unifor
205 Placer Court
North York, Ontario

Dear Mr. Dias:

This is to confirm our understanding that any Employee with 10 or more Years of Seniority must file an application for preferential hiring consideration in accordance with the procedures established pursuant to Document No. 14 of the Collective Bargaining Agreement as a condition of eligibility to receive Benefits under this Plan which require the cancellation of the 53rd or more Credit Units. This does not apply in situations of a multi-plant site plant closing as outlined in the Job Security Document.

Yours very truly,

Joe Piechocki
General Director Labour Relations, Human Resources

Accepted and Approved:

Unifor

By: Jerry Dias,
National President, Unifor

Mr. Jerry Dias
National President, Unifor
205 Placer Court
North York, Ontario

Dear Mr. Dias:

During these negotiations, the parties agreed that, provisions of the Master Agreement (including Exhibits C, C-1, C-2 and C-3) between the parties dated September 20, 2016 to the contrary notwithstanding, a laid-off employee who had Seniority on the last day of work prior to layoff, and who either broke Seniority during the term of the 1979 or subsequent Master Agreement or breaks Seniority during the term of the current Master Agreement under the provisions of Paragraph 54(f), and who is rehired at the same Plant during the term of such 2012 Master Agreement, and who reacquires Seniority and receives an adjusted Seniority date upon completion of the probationary period will have Years of Seniority under the CSUB Plan established on the basis of such adjusted Seniority date, and the Employee's CSUB Plan Credit Units accrued at the rate of 1/2 a Credit Unit for each Work Week for which the Employee is entitled to such Credit Unit accrual for Work Weeks beginning on or after the date such adjusted Seniority date is established. In addition, solely for the purpose of the initial crediting of Guaranteed Annual Income Credit Units pursuant to Article III, Section 6 of the Plan, such Employee hired prior to September 26, 2016 with one or more Years of Seniority will be deemed to have a minimum of 1.5 Years of Seniority.

Except as specifically modified herein, the applicable provisions of the CSUB Plan shall govern.

Yours very truly,

Joe Piechocki
General Director Labour Relations, Human Resources

Accepted and Approved:

Unifor

By: Jerry Dias,
National President, Unifor

STATEMENT OF INTENT

Notwithstanding the provisions of Exhibit A, Section 3(c) of The General Motors Canadian Hourly-Rate Employees Pension Plan; Exhibit B, Insurance Items Agreed To of The General Motors Canadian Group Life and Disability Insurance Program For Hourly-Rate Employees; Exhibit G, Insurance Items Agreed To of the General Motors Canadian Health Care Insurance Program For Hourly-Rate Employees; Exhibit C-1, Articles IV and V of the Canadian Supplemental Unemployment Benefit Plan, and the Items Agreed To by GM-Unifor CSUB Board of Administration, which deal with local union representatives for each of these benefit plan areas, the Company and the Union agree as follows:

1. (a) In plants having a total of at least 1500 but less than 3000 employees on second and third shift operations combined, there may be one local union benefit representative assigned to the second shift. There shall be no increase in the total number of local union representatives and alternates at such plants.

(b) In plants having a total of 600 or more but less than 1500 employees on second and third shift operations combined, there may be one local union benefit representative assigned to the second shift. In addition, in such plants, there will be one member of the local Pension Committee, one member of the local Insurance Committee, and one member of the local Supplemental Unemployment Benefit Committee. Each such member shall have an alternate.

2. The second shift local union benefit representative will be designated by the National Union Unifor Representative. Such second shift local union benefit representative may perform any and all of the duties of the local union representatives designated under the Pension Plan, the Group Life and Disability Insurance Program, the Health Care Insurance Program, and the Supplemental Unemployment Benefit Plan.

3. The time available to such second shift local union benefit representative will not be affected by the time available and/or used by local union benefit representatives on the first shift. However, the total time spent by such second shift local union benefit representative may not exceed 8 hours of available time in a day.

4. In each plant covered by the GM-Unifor Master Agreement with less than 600 employees at work on the effective date of the Master Agreement covering such employees, there shall be one local union benefit representative and one alternate.

5. The member of the local Pension Committee, the member of the local Insurance Committee, the member(s) of the local Supplemental Unemployment Benefit Committee, the second shift local union benefit representative, and the local union benefit representative shall be retained on the shift to which assigned when appointed as such member or representative regardless of seniority, provided there is a job that is operating on the member's assigned shift which is within the member's job classification and which the member is able to perform.

6. The Benefit Plans - Health and Safety office may be used by the local union benefit representatives during their regular working hours:

(a) To confer with retirees, beneficiaries, and surviving spouses who ask to see a benefit representative with respect to legitimate benefit problems under the Pension, Group Life and Disability Insurance.

(b) If the matter cannot be handled appropriately in or near the employee's work area, to confer with employees who, during their regular working hours, ask to see a benefit representative with respect to legitimate benefit problems under the Pension, Group Life and Disability Insurance, Health Care Insurance, and SUB Agreements.

(c) To confer with employees who are absent from, or not at work on, their regular shift and who ask to see a benefit representative with respect to legitimate benefit problems under the Pension, Group Life and Disability Insurance, Health Care Insurance and SUB Agreements.

(d) To write position statements and to complete necessary forms with respect to any case being appealed to the CSUB or Pension Boards, and to write appeals with respect to denied life, health care, and disability claims.

(e) To file material with respect to the Pension, Group Life and Disability Insurance, Health Care Insurance, and SUB Agreements.

(f) To make telephone calls with respect to legitimate benefit problems under the Pension, Group Life and Disability Insurance, Health Care Insurance, and SUB Agreements.

**ITEMS AGREED TO BY
CSUB BOARD OF ADMINISTRATION
COVERING**

the Canadian Supplemental Unemployment Benefit Plan,
the Canadian Separation Payment Plan and
the Canadian Automatic Short Week Benefit Plan

Approved:

Company Members

M. ARMITAGE
B.A. SMITH
K. BIDGOOD

Union Members

C. VERMEY
W. MACDONALD
G. MOFFATT

Date September 20, 2016

(These “Items Agreed To” are subject to change at any time by mutual agreement of the members of the GM-Unifor CSUB Board of Administration)

Board of Administration

A. Local Committees

1. The Union members of the Board shall designate one Union member of the Local Committee as Chairperson for the Union and the Company members of the Board shall designate one Company member of the Local Committee as Chairperson for the Company. Such appointments shall become effective when the names of the Chairpersons are exchanged in writing between the Union and the Company.

2. Meetings of the "Local Committee" established pursuant to the Plan shall be arranged by mutual agreement between the Company and the Union Local Committee Chairperson.

3. Where a number of Employees are laid off in a Week and the Company has determined that Regular Benefits or Automatic Short Week Benefits (hereinafter referred to as SUBenefits) will not be payable for such layoff, the Chairperson of the Company members of the Local Committee will contact the Chairperson of the Union members promptly, advise the Chairperson of the reasons for such determination, and arrange a meeting to discuss such reason(s).

Such meeting will be held no later than the Week following the Week in which the layoff occurred (unless such time limit is extended by agreement of the Chairpersons of the Company and Union Local Committee members). Additional Local Committee meetings will be held as soon as possible, where necessary, until all the pertinent available facts with respect to the layoff have been made known to the parties.

4. Written minutes of all meetings of the Local Committee, including pertinent discussion, statements of position, and information exchanged, will be prepared and approved promptly by the parties.

5. A Union member of the Local Committee shall, after reporting to the member's Supervisor, be granted permission to leave work during regular working hours without loss of pay:

(a) to attend meetings of the Local Committee including sufficient time during such meeting to write the

Union's position with respect to any appeals which are to be filed with the Board of Administration,

(b) to meet with an active Employee (or with a laid-off Employee, retiree, or other person reporting to the plant) who requests such Union member's presence in order to give the Union member of the Local Committee necessary information with respect to a problem concerning the payment, denial, or appeal of a SUBenefit or Separation Payment,

(c) to discuss with an Employee any change in the status of the Employee's appeal,

(d) to conduct investigations within the plant with respect to situations where a number of Employees are laid off for reasons for which the Company has determined that SUBenefits will not be payable.

6. (a) An Employee having a question concerning the amount of or the reason for nonpayment of an Automatic Short Week Benefit, may request the Supervisor to call the Employee's Shop Committeeperson (as defined under 6(d) below and hereinafter referred to in this Item 6 as Committeeperson) to discuss such question.

Where applicable, the Committeeperson may supply applications for SUBenefits and SUB appeal forms to the Employee to complete and file in accordance with the regular plant procedures. The Committeeperson shall not process SUB appeals.

(b) The Chairperson of the Union members of the Local Committee in a plant with multi-shift operations or at a location with multi-plant operations may request the Committeeperson where a SUB problem arises to investigate such problem when it is impracticable for a member of the Local Committee to handle such problem, and report the findings of the investigation to the Chairperson.

Such request may be made through the Supervisor of the chairperson of the Local Committee. The chairperson of the Union members of the Local Committee shall notify the chairperson of the Company members of the Local Committee that such request was made.

(c) Consistent with the purpose of Sections A5., A6.(a), and A6.(b) of this "Items Agreed To", a rule of reason

should be applied in determining whether an Employee should be excused from the job in order to confer with the Union member of the Local Committee (or Committeeperson) concerning a SUB problem.

A rule of reason should likewise be applied when, due to production difficulties, excessive absenteeism, or other emergencies, it will not be possible to immediately relieve the Employee from the job. On many jobs, discussion between the Employee and the Union member (or Committeeperson) is entirely practical without the necessity of the Employee being relieved. On the other hand, an Employee working on a moving conveyor, in an excessively noisy area, or climbing in and out of bodies, should be permitted a reasonable period of time off the job and a suitable place in which to discuss such problem with the Union member (or Committeeperson).

A suitable place in which to discuss such problem also should be permitted a laid-off Employee, a retiree, or other person reporting to the plant. This shall not interfere with any local practice which is mutually satisfactory.

(d) Representation by members of the Shop Committee provided for under this Item 6 shall be furnished in accordance with the following table:

Employment In Plant	SUB Representation
Up to 1500	Chairperson of the Shop Committee
1501 – 2500	Chairperson of the Shop Committee or other designated member of the Shop Committee from among the Committeepersons to whom Paragraph (11) of the Master Agreement does not apply(1)
2501 – 3500	Chairperson of the Shop Committee and two other designated members of the Shop Committee from among the Committeepersons to whom Paragraph (11) of the Master Agreement does not apply(1)

3501 – 5000	Chairperson of the Shop Committee and three other designated members of the Shop Committee from among the Committeepersons to whom Paragraph (11) of the Master Agreement does not apply(1)
5001 & over	All members of the Shop Committee

(1) All members shall be named in writing and not subject to change for term of office except by mutual agreement.

7. Where the Local Committee has agreed to use the Mass Appeal Procedure (Item E hereunder), the Union members of the Local Committee will be permitted time to prepare necessary Employee notices concerning the Mass Appeal Procedures, and to arrange with the President of the Local Union or the Chairperson of the Shop Committee for the posting of such notices.

8. Where a SUB disqualifying layoff has occurred because of circumstances arising at another Company plant, the Chairperson of the Union members of the Local Committee may request the National President, Unifor (or a specified representative) for assistance. The National President, Unifor (or the specified representative) shall be granted permission to visit such other plant in accordance with the provisions of Paragraph 32 (and its subsections) of the Master Agreement for the purpose of investigating specific SUB appeals arising out of such circumstances. The National President, Unifor (or specified representative) shall report the findings of such investigation to the chairperson making such request.

9. The power and authority of the Board to make determinations required pursuant to Article V, Section 4 of the Canadian Supplemental Unemployment Benefit Plan shall be, and hereby is, delegated until further notice to the Local Committees established under the Plan; provided, however, that if any Local Committee shall fail to make a determination when called upon to do so in a proper case, the case shall be referred to the Board by either the Union or Company members of such Local Committee for appropriate Board action.

B. Appeal Procedure

1. First Stage Appeals

(a) Any Employee who disputes a written determination by the Company with respect to the payment or denial of a SUBenefit (except with respect to determinations made in connection with Article I, 1(c)(5) of the Plan) or a Separation Payment, may file an appeal to the Local Committee in writing.

(b) A first stage appeal to the Local Committee shall be deemed to have been filed with the designated Company representative when it is received by the Company at the designated SUB office.

(c) In all cases where the Employee has filed a claim, the Local Committee shall review such claim as provided in the Plan. If the appeal is denied or not resolved by the Local Committee, the Employee shall be so advised in writing.

2. Appeals to the Board

(a) An appeal not resolved by the Local Committee may be appealed to the Board as provided in the Plan and shall be filed in writing.

(b) If a Local Committee is no longer established due to the discontinuance of a plant, an Employee may file a first stage appeal directly to the Board on Form Benefit-6. Such appeal shall be considered filed with the Board when filed with the Board Secretary.

(c) Statements accompanying appeals to the Board as a part of the case file, shall be submitted either jointly or separately by the Union and Company members of the Local Committee; provided, however, that any such separate statements shall first be exchanged and reviewed by the Local Committee (including any additional rebuttal statements as desired by either party) prior to inclusion in the appeal file for submission to the Board.

(d) All appeal files submitted to the Board shall include a joint statement by the Company and Union members

of the Local Committee setting forth the pertinent facts and circumstances involved, as agreed to by the parties.

(e) The entire content of any appeal file appealed to the Board shall be reviewed by the Local Committee prior to submission to the Board. Both Local Committee chairpersons shall sign a joint appeal transmittal to the Board.

(f) The designated Company representative receiving the appeal to the Board shall promptly transmit the case file, in duplicate, to the Board; one copy of the complete file being mailed to the Company and one copy to the National Union Unifor Representative, at the respective addresses shown on the form.

(g) Upon receipt at the Board, all appeal files will be reviewed initially for Local Committee compliance with the foregoing procedures. If the Local Committee has failed to comply with such procedures, or if the appeal is incomplete, the appeal file shall be returned to the Local Committee with directions to make the file complete in accordance with such procedures. The docketed appeal shall be stricken from the Board's docket. When the appeal file is again presented to the Board, the appeal covered by such file shall be redocketed.

(h) The Employee, the Local Committee, or the Union members of the Board may withdraw any appeal to the Board at any time before a decision is rendered. Copies of such completed form shall be given to the Employee, to a Company and a Union member of the Local Committee (if completed by Union members of the Board) and to the Board (if the appeal was previously referred to the Board).

(i) The Local Committee shall be advised in writing by the Board of the disposition of any appeal previously considered by the Local Committee and referred to the Board. The Local Committee shall forward a copy in writing to the Employee who initiated the appeal.

C. Time Limits for Appeals

The 30 day time limit for an Employee filing a first stage appeal directly to the Board (in the absence of an established Local Committee) shall begin on the day following the date of mailing of the Company's written determination. If the appeal

is mailed, the date of filing shall be the postmark date of the appeal.

D. Direct Board Appeals Regarding Article I, 1(c)(5)

1. In order to maintain the required approvals from Canadian governmental authorities for the 1979 CSUB Plan, the parties agreed to the following revised provisions of Article I, Section 1(c)(5) of the CSUB Plan:

“(5) it is determined that, under the circumstances and with the concurrence of Human Resources and Social Development Canada, it would be contrary to the intent of the Plan and Commission policy to deny the Employee a Regular Benefit;”

It was also understood by the parties that all previous understandings, interpretations, and/or guidelines as agreed to between the parties and at the Board of Administration with respect to situations or circumstances under which Regular Benefits would be paid under the provisions of Article I, Section 1(c)(5) of the CSUB Plan, will continue in effect only upon review, revision, and/or approval by Human Resources and Social Development Canada.

2. The Company members of the Board have advised the Union members thereof that all or part of a Regular Benefit has been paid under employee appeals to one or more of the Boards of Administration established under the various General Motors SUB Plans, involving the provisions of Article I, Section 1(c)(5) of such Plans. The Company members of the Board further advised that subject to item 1 above, if appeals under the same circumstances had been made to the Board of Administration under the CSUB Plan, Regular Benefits also would have been paid under the same provisions of the CSUB Plan on the following basis:

“The Employee was otherwise eligible for a Regular Benefit for a Week under the Plan except for the sole reason that the Employee was excluded under the provisions of Article I, Section 1(c) thereof and the Employee was denied an Employment Insurance Benefit only for one or more of the following reasons in addition to any other reason set forth under Article I, Section 1(c) of the Plan:

(i) the Employee was not available for work as required by the Employment Insurance Act, but the Employee's unavailability was because of emergency circumstances

beyond the Employee's control, or because the Employee was summoned and reported for or performed jury duty, or because the Employee left the area covered by the local Employment Insurance office while on a model change, plant rearrangement or inventory layoff, or because the Employee did not work all the hours made available to such Employee by the Company provided that, for all such hours not worked, the Employee was excused in advance for personal business or for leave of absence for vacation purposes and that the Employee was on a qualifying layoff for the remainder of the Week;

(ii) the Employee was a full time student provided such Employee had been working full time for the Company while such Employee was a full time student;

(iii) the Employee quit another employer to accept a recall to the Company;

(iv) the Employee failed to meet the applicable Employment Insurance reporting requirements and such failure was because of the Employee's death on or before the Employment Insurance application filing date applicable to the Week.”

3. The Company members of the Board have further advised the Union members thereof as follows with respect to Employee appeals to the Board involving the provisions of Article I, Section 1(c)(5) of the CSUB Plan:

“Where an Employee was otherwise eligible for a Regular Benefit for a Week under the Plan except for the sole reason that the Employee was excluded under the provisions of Article I, Section 1(c) thereof and the Employee was denied an Employment Insurance Benefit for a reason in addition to any other reason set forth under Article I, Section 1(c) of the Plan or under Item 2 above of this Part D, the facts and circumstances of each such situation will be reviewed on a “case by case” basis and, based upon the merits of each such “case” pertinent to Article I, Section 1(c)(5), consideration given to the payment of all or part of a Regular Benefit. Such consideration shall also include whether to incorporate in the Benefit calculation the estimated amount of the Employment Insurance Benefit to which the Employee would have been otherwise entitled.

Situations that will receive favourable consideration under the provisions of this item 3 of Part D will include the following:

The denial of an Employee's Employment Insurance Benefit for one or more Weeks of qualified layoff by reason of serving a penalty invoked under Employment Insurance as a consequence of a Company discharge of such Employee occurring on or after December 1, 1976 which was subsequently rescinded and where the Employee returned to work for the Company prior to the commencement of the layoff period for which the Employment Insurance penalty is being served, or where the Employee's status was changed directly to qualified layoff as of the date the discharge was rescinded.

If otherwise eligible therefore, Regular Benefits will be payable for such Weeks of layoff prospective from the date the discharge was rescinded and for which the Employment Insurance penalty is being served, including in the calculation thereof an estimated amount of Employment Insurance Benefit.”

4. An Employee who disputes a written determination of Regular Benefit ineligibility by the Company in connection with the provisions of Article I, Section 1(c)(5) of the Plan, may file a first stage appeal in writing directly with the Board. Such appeal shall be deemed to have been filed with the Board when filed with the designated Company representative in accordance with the provisions and procedures applicable to a first stage appeal.

The Local Committee, while not empowered to make, or to attempt to make, any determination with respect to such appeal, shall review the claim promptly and submit statements to the Board, jointly or separately; provided, however, that any such separate statements shall be exchanged by the Local Committee members prior to submission to the Board. Following review by the Local Committee, the designated Company representative shall promptly transmit the case file, in duplicate, to the Board pursuant to the procedures under B, 2 above. The Local Committee shall be advised in writing by the Board of the disposition of the appeal. The Local Committee shall forward a copy the decision in writing to the Employee who initiated the appeal.

E. Mass Appeal Situations

The following special appeal procedure will apply in situations, as identified and agreed upon by the Local Committee,

involving large numbers of Employees with respect to each of whom the pertinent facts and appeal issues are identical. This special appeal procedure shall apply only with respect to Employees who either have applied for and were denied a SUBenefit or a Separation Payment, or were paid a SUBenefit or a Separation Payment and believe that they were entitled to such payment in a greater amount.

When an Employee dispute exists with respect to a Company determination concerning eligibility for or the amount of SUBenefit or a Separation Payment, the Local Committee shall select a representative Employee case as a test case for the specific issue(s) in dispute. The test case shall be processed in accordance with, and subject to, the regular appeal procedures. The Employee selected for test case purposes shall file in writing in accordance with the procedures governing a first stage appeal. The name of each Employee to be identified with the test case, together with the Week(s) involved, shall be made a matter of record and attached to the test case appeal file in a manner mutually satisfactory to the members of the Local Committee.

The required appeal forms will be completed with respect to the Employee test case only, but the Local Committee and/or Board determination with respect to the test case, shall be equally binding with respect to all the Employee cases identified as a matter of record with the test case.

F. Deleted – 2016 Negotiations

G. **Employee Status of Credit Unit Account**

The Company shall furnish to any Employee who makes written request therefor information as to the number of Guaranteed Annual Income Credit Units credited to the Employee with respect to the immediately preceding Guarantee Date, together with the number of Credit Units to the Employee's credit on such Date. If the Employee disagrees with such information, the Employee may ask the Local Committee to review such Employee's Credit Unit account.

H. **Time Limit for Filing Employee's SUBenefit Application**

In any situation where an Employee has been denied a SUBenefit solely because the Employee failed to meet the

required 60-day application time limit, the Local Committee may extend such time limit if it determines that the Mass Appeal Procedures (Item E hereunder) apply, or that unusual and extenuating circumstances prohibited the Employee from filing an application within the allotted time.

I. The Application of Pairing in interpretation of Article VIII, (33) of the CSUB Plan will be as follows:

(a) Pairing will not be applicable to a Work Week for which an Automatic Short Week Benefit is payable. Earnings and hours applicable to work for the Company, as used in determining eligibility for and the amount of an Automatic Short Week Benefit, shall be only such earnings and hours that are applicable to days in the Work Week.

(b) Determination of Regular Benefit eligibility shall be made with respect to the Work Week. The calculation of any Regular Benefit shall include only the hours and earnings applicable to the Employment Insurance week except as otherwise provided in Article II, Section 2(a)(2) of the CSUB Plan.

(c) The Benefit as determined under Item (b) above shall apply to the Work Week or Pay Period which has at least 4 calendar days in common with the Employment Insurance week.

(d) The Work Week which is selected by pairing Work Weeks and Employment Insurance weeks as in Item (c) above is used in the Employee's application requirements, the applicable disqualifications under Article I of the CSUB Plan, cost-of-living allowance in effect, if eligible, Years of Seniority and Credit Units.

J. Application and Appeal Forms

Management will furnish a small supply of SUB application and appeal forms to the Union members of each Local SUB Committee upon request of such members. Such forms will be used by the Union members of the Local SUB Committee only to comply with requests from individual Employees. All application and appeal forms will continue to be obtained routinely from, and submitted to the Plant SUB office.

K. Reporting of Credit Unit Balance on Paycheque

In lieu of the annual statement requirements under Article VI, Section 5(d) of the Plan, an Employee's current Credit Unit balance shall be shown on each weekly paycheque stub. Employees not receiving either paycheques or Regular Benefit cheques during the latter part of a calendar year will be furnished an annual statement of Credit Unit balance.

L. Local Union Notification of Credit Unit Cancellation Rates

The Company member of the Local SUB Committee will furnish to the Union member of the Local SUB Committee information concerning the applicable rates of Credit Unit cancellation from the credit unit cancellation table (as set forth in Article III, Section 4 of the Plan) as determined periodically by the Company.

M. Determination of Date Regular, Separation or Short Week Benefit Overpayment established or created

For purposes of compliance with the 120 day time limit (pursuant to the overpayment Section of the applicable Plan) for notifying Employees of any SUBenefit overpayment which results from a Company error in calculating a Regular, Separation or Short Week Benefit, such 120 day period shall be determined as beginning on the date of issue of the Benefit cheque involved.

N. Deleted – 2012 Negotiations

O. GAI Credit Unit Calculation Following Return From Layoff

In the calculation of any Guaranteed Annual Income (GAI) Credit Units, under Article III, Section 6 of the CSUB Plan, to which an Employee is entitled by reason of such Employee's return to work from layoff or while on temporary layoff on the Guarantee Date, the calculation will include the number of Credit Units that are or would be cancelled for SUB applications for Weeks of layoff during the prior layoff period, that are received and paid or determined to be payable by the Company as of the fourth Sunday following the Employee's scheduled return to work date.

Statement Concerning SUB Plan Intent

The parties acknowledge that the intent under the SUB plan is to provide SUB benefits that initially “top-up” Employment Insurance Benefits. The parties further acknowledge that historically the payment of Regular Benefits has followed this approach. The Company and Union representatives agree that in the future, Regular Benefits will continue to be determined in this manner.

In the event that it is determined that this intent has been purposely circumvented (i.e. initial application for Regular Benefits is made after exhaustion of Employment Insurance Benefits) the Employment Insurance maximum benefit at the time of SUB application will be deducted from Regular Benefits.

**Miscellaneous Agreement Concerning
Retirement Allowance Option--Job Security**

During the current negotiations, the parties discussed methods of providing retirement incentives to employees eligible under the Early Retirement provisions of the Canadian Hourly-Rate Employees Pension Plan, excluding Article I, Section 2(a)(4), and, to employees identified in paragraph (ix) of the Miscellaneous Agreement Concerning Payments Upon Plant Closure, included in Exhibit D, on the date of a plant closing or permanent job loss as identified under Document 12-Job Security of the Master Agreement.

Accordingly, for layoffs occurring, on or after September 26, 2016, any employee who is retirement eligible under the provisions of Document 12, 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 employees) and the 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 Document 12 and the CSUB Plan.

Acceptance of this option will result in either the immediate retirement of the employee, or the commencement of PRIMP benefits for eligible employees.

All payments and associated vehicle vouchers made under the terms of this agreement shall be applied against, and limited by, the Income Security Fund Maximum Company Liability pursuant to Article VIII, (19) of Exhibit C-1.

**Miscellaneous Agreement Concerning
Pregnancy, Parental and Adoption
Leave of Absence Allowance**

Pursuant to the Miscellaneous Agreement Concerning Pregnancy, Parental and Adoption Leaves, the parties agree to implement this Allowance based on the following terms and conditions:

Section 1. General

- (a) Eligibility for pregnancy, parental and adoption leave of absences shall be in accordance with any pregnancy, parental and adoption leave provisions of the relevant Provincial Statutes.
- (b) Any Allowance provided under the terms of this agreement shall be in lieu of pregnancy benefits previously payable under Exhibit B (Supplemental Agreement covering Group Life and Disability Insurance Program), Article 2, Section 6 (e).
- (c) 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.
- (d) Any Allowance provided under the terms of this agreement shall have no effect on the Credit Units to the Employee’s credit at the commencement of the leave of absence.
- (e) Any Allowance provided under the terms of this agreement shall have no application against or limitation by, the Income Security Fund Maximum Company Liability.
- (f) An application for a Pregnancy, Parental or Adoption Allowance must be filed in accordance with procedures established by the Company.
- (g) Procedural matters, for example overpayments, tax withholding, union dues deduction, appeal procedure, shall be administered in accordance with Exhibit C (Supplemental Agreement covering The Canadian Supplemental Unemployment Benefit Plan, The Canadian

Separation Payment Plan, and The Canadian Automatic Short Week Benefit Plan).

Section 2. Pregnancy Leave Allowance

- (a) A Pregnancy Leave Allowance is payable only for pregnancy leave of absences occurring on or after June 16, 1997.
- (b) A Pregnancy Leave Allowance is payable only to those Employees on a pregnancy leave of absence who have attained Seniority.
- (c) An Employee who is on a pregnancy leave of absence and is in receipt of Employment Insurance Pregnancy Benefits shall be paid up to sixteen (16) weeks (15 weeks plus 1 waiting period) of Pregnancy Leave Allowance equivalent to an amount that when added to Employment Insurance Pregnancy Benefits will equal 75% of Weekly Straight-Time Pay provided the Employee has been in Active Service in the Bargaining Unit within one year of the commencement of their pregnancy leave of absence. Payment of this benefit will cease after the Employee ceases to qualify for Employment Insurance Pregnancy Benefits.
- (d) An Employee who is on a 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 be paid Pregnancy Leave Allowance for up to sixteen (16) weeks at a rate equivalent to an amount that when added to Employment Insurance Pregnancy Benefits will equal 75% of Weekly Straight-Time Pay provided that the Employee has been in Active Service in the Bargaining Unit within one year of the commencement of their pregnancy leave of absence.
- (e) If it is determined that an Employee on a pregnancy leave of absence does not qualify for a Pregnancy Leave Allowance under (c) or (d) above but would have qualified previously for a pregnancy benefit under Exhibit B (Supplemental Agreement covering Group Life and Disability Insurance Program), Article 2, Section 6 (e), the Employee shall be paid Pregnancy Leave Allowance

equivalent to an amount that when added to Employment Insurance Pregnancy Benefits will equal 75% of Weekly Straight-Time Pay. The payment of this Pregnancy Leave Allowance will cease at the point in which the pregnancy benefit would have ceased under Exhibit B to a maximum period of sixteen (16) weeks (15 weeks plus 1 waiting period).

Section 3. Parental Leave Allowance

- (a) A Parental Leave Allowance is payable only for parental leave of absences occurring on or after June 16, 1997.
- (b) A Parental Leave Allowance is payable only to those Employees on a parental leave of absence who have attained Seniority.
- (c) An Employee who is on a parental leave of absence and is in receipt of Employment Insurance Parental Benefits shall be paid up to ten (10) weeks (35 weeks if the child is born on or after January 1, 2002) of Parental Leave Allowance equivalent to an amount that when added to Employment Insurance Parental Benefits will equal 65% of Weekly Straight-Time Pay provided the Employee has been in Active Service in the Bargaining Unit within one year of the commencement of their parental leave of absence. Payment of this benefit will cease after the Employee ceases to qualify for Employment Insurance Parental Benefits.
- (d) An Employee who is on a parental leave of absence and is not in receipt of Employment Insurance Parental Benefits for all or a portion of the parental leave of absence due in total or in part to having either been previously laid off by the Company or on an approved parental leave of absence shall be paid Parental Leave Allowance for up to ten (10) weeks (35 weeks if the child is born on or after January 1, 2002) at a rate equivalent to an amount that when added to Employment Insurance Parental Benefits will equal 65% of Weekly Straight-Time Pay provided that the Employee has been in Active Service in the Bargaining Unit within one year of the commencement of their parental leave of absence.

Section 4. Adoption Leave Allowance

- (a) An Adoption Leave Allowance is payable to Employees on an adoption leave of absence, who have a child or children placed with them for the purpose of adoption on or after June 16, 1997.
- (b) An Adoption Leave Allowance is payable only to those Employees on an adoption leave of absence who have attained Seniority.
- (c) An Employee who is on an adoption leave of absence and is in receipt of Employment Insurance Parental Benefits shall be paid up to ten (10) weeks (35 weeks if the date of placement for purposes of adoption is on or after January 1, 2002) of Adoption Leave Allowance equivalent to an amount that when added to Employment Insurance Parental Benefits will equal 65% of Weekly Straight-Time Pay provided the Employee has been in Active Service in the Bargaining Unit within one year of the commencement of their adoption leave of absence. Payment of this benefit will cease after the Employee ceases to qualify for Employment Insurance Parental Benefits.
- (d) An Employee who is on an adoption leave of absence and is not in receipt of Employment Insurance Parental Benefits for all or a portion of the adoption leave of absence due in total or in part to having either been previously laid off by the Company or on an approved adoption leave of absence shall be paid Adoption Leave Allowance for up to ten (10) weeks (35 weeks if the date of placement for purposes of adoption is on or after January 1, 2002) at a rate equivalent to an amount that when added to Employment Insurance Parental Benefits will equal 65% of Weekly Straight-Time Pay provided that the Employee has been in Active Service in the Bargaining Unit within one year of the commencement of their adoption leave of absence.

**Letter of Understanding
Regarding Pregnancy, Parental and
Adoption Leave of Absence Allowance**

Maximum Payment for Waiting Period

The parties agree that in the case of where an Employee qualifies for a pregnancy leave of absence and has previously served Employment Insurance waiting periods, a maximum Allowance benefit (75% of Weekly Straight-Time Pay) is payable either during or at the end of the pregnancy or subsequent parental leave of absence.

**Miscellaneous Agreement Concerning
Family Medical or Critically Ill Child Care
Leaves of Absence**

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 C (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, 2017 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, 2017 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 a 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 states 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, step-child, foster child or child who is under legal guardianship, and who is under 18 years of age.

**Miscellaneous Agreement Concerning
Income Security Fund Maximum Company Liability**

During the current negotiations, the parties agreed to the following:

(1) The Income Security Fund Maximum Company Liability shall be maintained at \$440 million, and is to be used to provide, on a “pay as you go” basis, all benefits and payments for income security plans and attached Miscellaneous Agreements as referenced under Article VIII, (19) of Exhibit C-1.

(2) Not later than the 15th of each month the Company shall furnish a statement to the Union detailing the activity impacting the Income Security Fund Company Maximum Liability for the preceding month.

**Miscellaneous Agreement Concerning
Transition to “Pay As You Go” 1996 SUB Plan**

During the 1996 negotiations the parties amended the Canadian Supplemental Unemployment Benefit Plan to provide Plan Benefits on a “pay as you go” basis. As a result of discussions during the 2002 negotiations, the parties have agreed to the following:

1. As of October 7, 2002, the allocation of ACA as benefits paid against the ASL, solely for the purpose of determining the ASL Utilization Percentage, will cease.
2. Should the provisions of this amended Plan have any unforeseen impact on Benefits payable or eligibility for Benefits payable versus the 1993 Plan, solely due to matters not contemplated by the parties in these amendments, such Benefits will be adjusted accordingly.

Mr. Jerry Dias,
National President, Unifor
205 Placer Court
North York, Ontario

Dear Mr. Dias:

During the current negotiations, effective September 26, 2016, employees on layoff receiving regular SUB benefits shall have SUB Credit Units cancelled at the rate of one (1) SUB Credit Unit for each week of benefits received regardless of the Annual SUB Level (ASL). This cancellation rate will continue during the term of this current collective agreement.

Very truly yours,

Joe Piechocki
General Director Labour Relations, Human Resources

Accepted and Approved:

Unifor

By: Jerry Dias,
National President, Unifor

**Discontinuance of Repayment of Employment Insurance
Benefits**

Mr. Jerry Dias,
National President, Unifor
205 Placer Court
North York, Ontario

Dear Mr. Dias:

During the 2009 negotiations the parties discussed the practice of reimbursing Employees for Employment Insurance Benefit repayments from the Income Security Fund Maximum Company Liability.

The parties agreed that this practice will be discontinued starting with the taxation year 2009; that is there will be no reimbursement in 2010 and thereafter.

The parties further discussed that the discontinuance of the Employment Insurance Benefit repayments would adversely impact certain employees. It was agreed to grandfather an identified group of employees who were laid off prior to June 1, 2009. These identified employees will continue to be eligible for Employment Insurance Benefit repayment for layoff periods commencing prior to June 1, 2009, in accordance with the 2005 SUB Plan.

Very truly yours,

Joe Piechocki
General Director Labour Relations, Human Resources

Accepted and Approved:

Unifor

By: Jerry Dias,
National President, Unifor

SUB Advances – Electronic Record of Employment

Mr. Jerry Dias
President National Union CAW
205 Placer Court
North York, Ontario

Dear Mr. Dias:

During the 2012 negotiations, the parties discussed the practice of paying SUB payment advances. The parties agreed that this practice is not in compliance with Article II Section 2 (a) of Exhibit C and will be discontinued by October 1, 2012, or when the GM Canada SUB system is reprogrammed.

The parties further discussed that in order to minimize the impact to employees of this change, the Company would commit to enhance the GM Canada payroll system and implement an electronic Record of Employment (ROE) process in a reasonable time frame in order to facilitate the submission of documents to Service Canada.

The parties agreed that the following process is intended to be followed:

- First layoff week –EI waiting week one, employee in receipt of regular earnings for the previous week worked, if eligible.
- Second layoff week – EI waiting week two
- Third layoff week – regular SUB benefits for the second week of a waiting period would continue to be paid in advance as in accordance with section 37 of the Employment Insurance Regulations
- Fourth layoff week and beyond – regular SUB benefits would only be paid once actual EI benefits for an employee can be verified using the weekly Service Canada reports.

Yours truly,

Joe Piechocki
General Director Labour Relations, Human Resources

Accepted and Approved:

Unifor

By: Jerry Dias,
National President, Unifor