



**AGREEMENT  
BETWEEN  
GENERAL MOTORS OF CANADA COMPANY  
AND  
UNIFOR**

**Pension Plan**

**Group Life and Disability Insurance Program**

**The Canadian Supplemental Unemployment Benefit Plan  
The Canadian Separation Payment Plan  
The Canadian Automatic Short Week Benefit Plan**

**Income Maintenance Benefit Plan  
Voluntary Termination of Employment Plan**

**Canadian Legal Services Plan**

**Health Care Insurance Program**

**Dated  
October 10, 2023  
(Effective: September 24, 2023)**



# **Supplemental Agreement**

**Covering**

## **PENSION PLAN**

**Exhibit A**

**to**

### **AGREEMENT**

**Between**

**GENERAL MOTORS OF CANADA COMPANY**

**AND**

**UNIFOR AND**

**UNIFOR LOCAL No. 199**

**UNIFOR LOCAL No. 222**

**UNIFOR LOCAL No. 636**

**Dated: October 10, 2023  
(Effective: September 24, 2023)**



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On this October 10, 2023, General Motors of Canada Company, referred to hereinafter as the Company, and Unifor Local No. 222; Unifor Local No. 199; and Unifor Local No. 636, and Unifor, said Local Unions and National Union Unifor also being referred to jointly hereinafter as Union, on behalf of the employees covered by the Collective Bargaining Agreement of which this Supplemental Agreement becomes a part, agree as follows:

### **Section 1.     Establishment of Plan**

Subject to the approval of its Board of Directors and, when necessary, Shareholders, the Company will establish an amended pension plan, hereinafter referred to as the "Plan", a copy of which is attached hereto as Exhibit A-1 and made a part of this agreement to the extent applicable to the employees represented by the Union and covered by this agreement as if fully set out herein, modified and supplemented, however, by the provisions hereinafter. The terms defined in Article VIII of the Plan shall have the same meanings in this agreement. In the event of any conflict between the provisions of the Plan and the provisions of this agreement, the provisions of this agreement will supersede the provisions of the Plan to the extent necessary to eliminate such conflict. The Plan, as set forth in Exhibit A-1, and the Plan as it may be modified and supplemented by superseding provisions of this agreement, as above provided, are both contingent upon and subject to obtaining and retaining the approval of The Financial Services Regulatory Authority of Ontario for registration of the Plan under Applicable Pension Laws and the approval of the Minister of National Revenue for registration of the Plan under Revenue Rules in order to establish the deductibility for income tax purposes of any and all contributions made by the Company and the status of any income earned in the pension trust. Any modification or amendment of either the Plan, or the Plan as modified and supplemented by this agreement, may be made retroactively by mutual agreement between the Company and the Union, if necessary or appropriate, to qualify or maintain the Plan as a plan and trust meeting the requirements of Applicable Pension Laws and Revenue Rules, as now in effect or hereafter amended or adopted, provided that pension benefits under the Plan are not diminished.

If any provision of the Plan, or part thereof, is determined to be void or unenforceable, in whole or in part, such determination

shall not affect the validity or enforcement of any other provision.

Until the Plan is approved by the Company's Board of Directors and, when necessary, the Shareholders, The Financial Services Regulatory Authority of Ontario and the Minister of National Revenue, all as hereinbefore provided, the benefits payable shall be only those determined under the Plan as constituted prior to September 24, 2023; provided, however, that prior to the receipt by the Company of any necessary Shareholder approval but following approval by the Company's Board of Directors and receipt of favourable rulings from The Financial Services Regulatory Authority of Ontario and the Minister of National Revenue as set forth above, the Company or the trustee will pay to retired employees and surviving spouses any excess amounts equal to the difference between the monthly pension calculated in accordance with the terms of the Plan, attached hereto as Exhibit A-1, and the monthly pension paid or payable in accordance with the terms of the Pension Plan which was attached as Exhibit A-1 to the Supplemental Agreement (Pension Plan) between the parties dated October 10, 2023. Any such excess amounts payable for months prior to the receipt of the aforementioned Board of Directors, The Financial Services Regulatory Authority of Ontario and the Minister of National Revenue approvals, shall be payable the first of the month following the date upon which the last of these three approvals is received by the Company, and any such amounts payable thereafter shall be paid on the first of the month at the same time as the related pension is paid.

An amendment to the Plan that creates additional benefits in respect of a period of employment after 1989 and which must be certified by the Minister of National Revenue in accordance with Revenue Rules shall not be effective in respect of an employee until such certification has been received for that employee, and such additional benefits will not be paid as a result of the amendment prior to certification. The Company shall apply for such certification before making any contributions to the Plan in respect of such amendment.

In the event that the Plan is disapproved by the Board of Directors or Shareholders of the Company, written notice of such disapproval shall be given by the Company within thirty days thereafter to the Union and this agreement shall thereupon have no force or effect. In that event the matters covered by this agreement shall be the subject of further negotiation between

the Company and the Union. In addition, if the trustee has paid any excess amounts referred to in the paragraph immediately above prior to any such disapproval by the Shareholders of the Company, the Company will reimburse the trustee for the full amount of such payments.

## **Section 2.     Financing**

**(a)** A trustee or an insurance company, or both, shall be designated by the Company, and a trust agreement or contract, or both, executed between the Company and such trustee or insurance company, or both, under the terms of which a pension fund or insured fund, shall be established to receive and hold contributions payable by the Company, and effective January 1, 2010 by employees last hired on or after June 8, 2009, interest, and other income, and to pay or provide for purchase of the pensions and special allowances provided by the Plan. Expenses of the Plan, such as actuarial fees, investment management fees, trustee fees and administration costs, may also be payable from the trust fund or insured fund at the option of the Company and Company contributions under the defined contributions provisions of Appendix M may be satisfied by transferring surplus from the defined benefit trust to defined contribution accounts as provided in Section M2.05.

**(b)** The Company agrees that during the term of this agreement it will contribute irrevocably to the Pension Fund in accordance with, and within the time limits specified in Applicable Pension Laws. Notwithstanding the foregoing, contributions made to the Plan after 1990 by the Company shall only be made if they are eligible contributions in accordance with Revenue Rules.

At the discretion of the Company, and subject to Applicable Pension Laws, any surplus determined by actuarial valuation, or any portion thereof, may be applied to reduce the contributions otherwise required under the Plan.

**(c)** In accordance with Applicable Pension Laws and Revenue Rules, the Company may prepay contributions to the Plan in excess of the minimum contributions required by Applicable Pension Laws and may subsequently apply such prepayments to reduce contributions otherwise required in future years.

**(d)** The Company by payment of the contributions or amounts as hereinbefore provided in this section shall be relieved of any further liability, except as required under Applicable Pension Laws and pensions and special allowances shall be payable only from the trust fund, the insured fund, or under annuity contracts purchased by the trust fund or any combination thereof.

**(e)** In the event that the Company makes a contribution to the Plan that would cause the Plan's registration to be revocable under Revenue Rules, such contribution shall be returned to the Company, subject to conditions and approval procedures under Applicable Pension Laws.

### **Section 3. Administration**

#### **(a) Board of Administration**

**(1)** There shall be established by the Company a Board of Administration hereinafter referred to as the Board, composed of six members, three appointed by the Company and three by the Union. 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 duties of the member. Either the Company or the Union at any time may remove a member or alternate appointed by it and may appoint a member or alternate to fill any vacancy among members or alternates appointed by it.

No person shall act as a member of the Board of Administration or as an alternate for such member unless notice of such appointment has been given in writing by the party making the appointment to the other party.

**(2)** The Board shall meet at such times and for such periods for the transaction of necessary business as may be mutually agreed upon by its members.

**(3)** To constitute a quorum for the transaction of business, the presence of four members of the Board shall be required. At all meetings of the Board the member or members present appointed by the Company shall have in the aggregate a total of one vote to be cast on behalf of the Company, and the member or members present appointed by the Union shall have

in the aggregate a total of one vote to be cast on behalf of the Union.

**(4)** The compensation and expenses of the Company members will be paid by the Company and the compensation and expenses of the Union members will be paid by the Union and no part of such compensation or expenses will be paid from the trust fund.

**(5)** The Company shall cause to be furnished to the Board of Administration:

**(i)** A full actuarial valuation prepared by the actuary, on an annual basis.

**(ii)** The full annual report by the Trustee of the receipts, disbursements and assets of the Pension Fund, and the annual audited financial statements of the Pension Fund.

**(iii)** Upon request, pertinent data such as age, sex, service and benefits for current employees, retirees and surviving spouses in a format agreed to by the parties.

**(6)** The Board of Administration shall have no power to add to or subtract from or modify any of the terms of this agreement or the Plan, nor to change or add to any benefit provided by said agreement or Plan, nor to waive or fail to apply any requirements of eligibility for a benefit under said agreement or Plan.

**(7)** Any case referred to the Board of Administration on which it has no power to rule shall be referred back to the parties without ruling.

**(8)** No ruling or decision of the Board of Administration in one case shall create a basis for a retroactive adjustment in any other case prior to the date of written filing of each such specific claim.

**(9)** There shall be no appeal from any ruling by the Board which is within its authority. Each such ruling shall be final and binding on the Union and its members, the employee or employees involved, and on the Company.

The Union will discourage any attempt of its members and will not encourage or cooperate with any of its members, in any

appeal to any Court or Administrative Board or Agency from a ruling of the Board of Administration.

**(b) Impartial Chairperson**

**(1)** The Company and the Union shall mutually agree upon and select an Impartial Chairperson, who shall serve until requested in writing to resign by three Board members.

**(2)** The Impartial Chairperson will vote only in case of failure of the Company and Union by vote through their representatives on the Board to agree upon a matter which is properly before the Board and within the Board's authority to determine; provided that the Impartial Chairperson may vote only on matters involving the processing of individual cases, not on the development of procedures.

**(3)** The fees and expenses of the Impartial Chairperson will be paid one-half by the Company and one-half by the Union.

**(c)** As soon as possible after the effective date of this agreement, the Union and Company members of the Board of Administration shall, insofar as such matters affect the employees of the Company represented by the Union, work out matters such as but not limited to: (1) procedures for establishing Local Pension Committees at the plants involved; (2) the authority and duties of such Local Pension Committees; (3) the procedures for reviewing applications for pensions; (4) the handling of complaints regarding the determination of age, service credits, and computation of benefits; (5) procedures for making appeals to the Board; (6) means of verifying service credits to which employees are entitled under the Plan; (7) methods of furnishing information to employees regarding past and future service credits; (8) the amount of time the Union members of the local committees may be permitted to leave their work to attend meetings of the Local Pension Committees; (9) how disputes over total and permanent or occupational disability claims will be handled, including disputes, if any, with respect to whether a disabled pensioner engages in gainful employment; (10) the review of pertinent information about the Plan for dissemination to employees; (11) how pension payments will be authorized by the Board. All such matters shall be consistent with all other provisions of the Plan and this agreement. The working out of the procedures outlined in this section shall be the responsibility of the members of the Board,

and the Impartial Chairperson thereof shall have no power to decide any question with respect thereto. The provisions of Agreement Implementing Section 3(c) of the Supplemental Agreement, Pension Plan, dated October 10, 2023 which were established by the Board pursuant to the foregoing are incorporated herein as Appendix F.

**(d)** The Board and any member of the Board, or the Local Pension Committee or any member of a Local Pension Committee, shall be entitled to rely upon the correctness of any information furnished by the actuary, the Union or the Company. Neither the Board nor any of its members, nor a Local Pension Committee nor any of its members, nor the Union nor any officer or other representative of the Union, nor the Company nor any officer or other representative of the Company shall be liable because of any act, or failure to act, on the part of the Board or any of its members, or a Local Pension Committee or any of its members or any person, except that nothing herein shall be deemed to relieve any such individual from any liability for the individual's own fraud or bad faith.

**(e)** Insofar as employees who were in the employ of General Motors Diesel Limited on January 18, 1951 are concerned, the Plan as set forth in Exhibit A-1 is hereby modified and supplemented to the extent that there shall be substituted in the Plan for each identified date under Column I hereinafter, the date in Column II hereinafter which appears directly opposite the identified date in Column I:

PLAN REFERENCE	COLUMN I	COLUMN II
Article I, Section 6	April 1, 1947	August 15, 1949
Article II, Section 1	December 1, 1950	March 1, 1951
Article II, Section 2	December 1, 1950	March 1, 1951
Article II, Section 2(a)(1)	Calendar Year 1950	Calendar Year 1951
Article II, Section 3	December 1, 1950	March 1, 1951
Article II, Section 4(a)	December 1, 1950	March 1, 1951
Article VIII, (definition of Effective Date)	December 1, 1950	March 1, 1951
Article VIII, (definition of Credited Service)	December 1, 1950	March 1, 1951

#### **Section 4. Effect of Retirement on Employment Status and Seniority**

**(a)** An employee who retires or is retired under the terms of the Plan shall cease to be an employee and the employee's seniority shall be cancelled.

**(b)** An employee who has been retired on a total and permanent disability or occupational disability pension and who thereby has broken their seniority in accordance with subsection (a) above, but, who recovers and has their pension discontinued, shall have seniority reinstated as though the employee had been on sick leave of absence during the period of disability retirement, provided, however, if the period of disability retirement was for a period longer than the seniority the employee had at the date of retirement, the employee shall, upon the discontinuance of disability pension, be given seniority equal to the amount of seniority the employee had at the date of such retirement.

**(c)** If an employee who retired for reasons other than total and permanent disability or occupational disability, and lost seniority in accordance with subsection (a) above, is rehired prior to attaining age 65, such employee will cease to receive pension benefits and will have the credited service accrued at date of prior retirement combined with any service after re-

employment to compute credited service under Article II of the Plan on subsequent retirement.

## **Section 5.     Deduction of Union Dues**

**(a)** Notwithstanding any other provisions of the Plan, any retired employee entitled to receive a pension or special allowance may, pursuant to the retired employee's written authorization and direction acceptable to the Company, and to the extent any applicable laws and regulations shall permit, authorize the deduction of monthly Union dues from any monthly pension or special allowance otherwise payable to the retired employee and direct that such dues be remitted to the Union.

**(b)** An authorization to deduct said monthly Union dues shall become effective as of the first of the second month following the month in which the Company receives such authorization from the Union, and shall remain in full force and effect until revoked by the retired employee's written notice given to the Company, except that during any period when there is not in effect a written collective bargaining agreement or supplement thereto between the Company and the Union which permits or provides for the deduction of Union dues from monthly pension benefits payable to a retired employee, such assignment, authorization and direction, if otherwise in effect, shall automatically be suspended for the duration of such period only.

**(c)** The Union shall indemnify and hold harmless the Company against any and all liability, including reasonable lawyer's fees, that may arise by reason of the Company's compliance with this Section 5.

**(d)** This Section 5 shall be of no force or effect during any month for which less than one hundred such authorizations are in effect.

## **Section 6.     General Provisions**

**(a)** Except as provided otherwise in this agreement, the general administration of the provisions of the Plan shall be vested exclusively in the Company.

**(b)** No matter respecting the Plan as modified and supplemented by this agreement or any difference arising

thereunder shall be subject to the grievance procedure established in the collective bargaining agreement.

**(c)** Credited service shall be granted to an employee who is absent from work pursuant to Paragraph 73 of the collective bargaining agreement, or on a leave of absence under Paragraph 70 of the collective bargaining agreement if the leave was granted for the purpose of permitting the employee to engage in the business of or to work for the Local Union, or if the leave was granted under Paragraph 71 of the collective bargaining agreement for the purpose of permitting the employee to engage in the business of or to work for the National Union Unifor while on such leave.

An employee eligible for credited service under this Section shall be credited with up to 40 hours for each calendar week since December 1, 1950 while on such leave, including compensated hours, provided the employee meets the requirements of the leave, but in no event shall the employee be credited with more than 1700 hours, including compensated hours, in any calendar year.

Notwithstanding anything to the contrary contained in this subsection (c), the total periods of credited service after December 31, 1990 accrued on a current service basis during which the employee is not receiving remuneration from the Company, shall not exceed the sum of:

**(a)** the full time equivalent of five years; and

**(b)** the total periods of leaves of absence during which the employee qualifies as a "loaned employee" under Revenue Rules; and

**(c)** the periods of parenting, as defined in Revenue Rules, subject to a maximum of 36 months of such periods of parenting and a maximum of 12 months for any one period of parenting.

**(d)** Notwithstanding any other provisions of the Plan, an employee who retires with benefits payable commencing on or after October 1, 1993 while on an approved leave of absence granted under Paragraph 71 of the collective bargaining agreement shall not be prevented from receiving benefits under Section 9 of Article I of the Plan solely because the last day the

employee worked for the Company was not within five years of the date the employee's pension benefits commence.

(e) An employee with seniority on December 21, 1970 who was absent from work because of layoff on or after January 18, 1965 and before January 1, 1968 as the direct result of the Canada-United States Automotive Trade Agreement, as evidenced by the fact that the employee's name appeared on a listing prepared by the Company and submitted to the federal government with respect to such layoffs, shall, upon making proper application, be credited with 40 hours for each complete calendar week of such absence during which the employee had seniority up to a maximum of one year of credited service for such absence. In no event shall such an employee be credited with more than one year of credited service for any calendar year, and there shall be no duplication of credited service by virtue of this subsection.

### **Section 7.     Defined Contribution Provisions**

Appendix M contains the defined contribution provisions of the Plan. The rest of the Plan shall be read as applying only to the defined benefit provisions of the Plan except where the terms specifically indicate otherwise.

### **Section 8.     Duration of Agreement**

This Agreement and Plan as modified and supplemented by this Agreement shall continue in effect until the termination of the Collective Bargaining Agreement of which this is part.

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

**Unifor**

L. PAYNE  
L. POIRIER  
S. WARK  
D. CHIODO  
A. DICARO  
S. KAKAN  
L. CONTINI

**General Motors  
of Canada Company**

R. CHATTERJEE  
J. McPHERSON  
N. JOHNSON  
D. COURTNEY  
R. WARLICH  
S. RUDDACH  
M. WEIGEL  
C. RADTKE  
K. BIDGOOD

**Unifor**  
**Local No. 222, Unifor**

J. GALE  
C. WAUGH  
B. TROKE  
B. NICHOLLS  
S. PEARCE  
J. GRAY

**General Motors  
of Canada Company**

C. THOMSON  
J. BOODRAM  
V. BONE

**Local No. 199, Unifor**

T. LONGPRE  
T. VERDE  
S. LITTLE  
J. LENNOX  
S. KUCZMA

G. COPLAND  
J. BESCH

**Local No. 636, Unifor**

C. WARNOCK

R. VAN SLYKE

**EXHIBIT A-1**

**THE GENERAL MOTORS**

**CANADIAN HOURLY-RATE**

**EMPLOYEES**

**PENSION PLAN**

## PREAMBLE

In connection with the Pension Plan a pension fund shall be established either by a Trust Agreement with a trustee or trustees or by contract with an insurance company or insurance companies, or both, and with respect thereto the Company shall make such payments or contributions as will be sufficient to maintain the fund on a sound actuarial basis as well as to pay expenses incident to the operation and management of the Plan.

Except as provided this paragraph in Section 8 of Article I, Section 1 of Article V, and Article VII, the provisions set forth in this Plan are applicable only to employees with seniority on or after September 24, 2023. Employees retired with benefits commencing prior to such date or separated prior to such date, or eligible surviving spouses of such employees, shall be entitled to the benefits, if any, under the Plan as it existed immediately prior to such date except that the benefits of an employee who meets the definition of A1.02 or A1.03 of Appendix L and whose Estimated Statement of Benefit Entitlement was issued on March 12, 2009 or later shall be determined under the provisions of this Plan.

Notwithstanding the paragraph immediately above, employees who retired with benefits commencing on or after September 24, 2023 and prior to October 10, 2023 pursuant to the provisions of Article I of the Plan, shall be considered for purposes of Article I herein as having retired with benefits payable commencing on or after September 24, 2023, the surviving spouses of any employees who died after September 24, 2023 and prior to October 10, 2023, who are otherwise eligible for monthly benefits under the Plan, shall be considered entitled to monthly benefits pursuant to Section 7 of Article I herein; and any such employees shall be considered eligible for credited service under Article II herein.

# ARTICLE I

## ELIGIBILITY FOR RETIREMENT AND

## AMOUNT OF PENSIONS

### **Section 1. Normal Retirement**

Any employee who shall have attained the age of 65 and shall cease active service, shall be entitled to receive a pension.

Any employee hired on or after October 1, 2008 who shall have attained age 65, shall have 10 or more years of credited service, and shall have ceased active service, shall be entitled to receive a pension.

### **Section 2. Early Retirement**

**(a) (1)** An employee who has attained age 60 but not age 65, and who has 10 or more years of credited service, may retire at the option of the employee.

**(2)** An employee who has attained age 55 but not age 60, and whose combined years of age and years of credited service (to the nearest 1/12 in each case) shall total 85 or more, may retire at the option of the employee.

**(3)** An employee who has 30 or more years of credited service may retire at the option of the employee, except that an employee hired on or after October 1, 2012 must also have attained age 55.

**(4)** An employee who has attained age 55 and who does not qualify under one of the foregoing provisions under this Section 2(a), may retire at the option of the employee.

**(b)** An employee who has attained age 55 but not age 65 and who has 10 or more years of credited service may be retired at the option of the Company or under mutually satisfactory conditions in accordance with the provisions of Appendix B.

**(c)** The early retirements outlined in this Section 2 shall only be available to an employee who: (1) has never received any payments under Exhibit D-2, Voluntary Termination of Employment Plan, or (2) is re-employed subsequent to having

accepted a payment under Exhibit D-2, Voluntary Termination of Employment Plan in respect of a prior period of service and has not received any other payments under Exhibit D-2.

### **Section 3. Disability Retirements**

**(a)** An employee who is totally and permanently disabled or occupationally disabled prior to attaining age 65, and has at least 10 years of credited service, shall be eligible for a disability pension as hereinafter provided.

**(b) (1)** An employee shall be deemed to be totally and permanently disabled if the employee is suffering from a physical or mental impairment, that prevents the employee from engaging in any employment for which the employee is reasonably suited by virtue of the employee's education, training or experience and, that can reasonably be expected to last for the remainder of the employee's lifetime, as established, in part, by a written certificate of a medical doctor licensed to practice in a province of Canada, and which certificate is satisfactory to the Company.

**(2)** Notwithstanding (b)(1) of this Section 3, if an employee was already receiving Total and Permanent Disability retirement benefits as of December 31, 1991, the determination as to whether the employee remains totally and permanently disabled shall be made in accordance with the provisions of the Plan in effect at the employee's retirement date.

**(c)** An employee shall be deemed to be occupationally disabled only if not engaged in regular employment or occupation for remuneration or profit and on the basis in part of medical evidence satisfactory to the Company, from a medical doctor licensed to practice in a province of Canada, that the employee is found to be wholly and permanently prevented from engaging in regular employment or occupation with the Company, at the plant or plants where the employee has seniority, for remuneration or profit as a result of bodily injury or disease, but excluding disabilities resulting from service in the armed forces of any country unless the employee becomes occupationally disabled after having accumulated at least 5 years of seniority following separation from service in the armed forces.

**(d)** Any disability pensioner may be required to submit to medical examination at any time during retirement prior to age

65, but not more often than semi-annually, to determine whether the pensioner is eligible for continuance of the disability pension. If on the basis of such examination it is found that the pensioner is no longer disabled or if the pensioner engages in gainful employment, except for purposes of rehabilitation as determined by the Company, the pensioner will be deemed recovered and the pensioner's disability pension will cease. In the event the disability pensioner refuses to submit to medical examination the pension will be discontinued until the pensioner is examined.

#### **Section 4. Amount of Pensions**

**(a)** The monthly pension payable to an employee hired before October 1, 2012 retired pursuant to the provisions of Sections 1, 2 or 3 of this Article I with benefits payable commencing on or after October 1, 2012 shall be a basic benefit for each year of credited service that the employee had at the date of retirement, determined by the employee's Benefit Class Code as set forth in the table immediately following:

<b>Retirement With Benefits Payable Commencing</b>	<b>Benefit Class Code</b>	<b>Basic Benefit Rate Per Year of Credited Service</b>
On or After	A	\$ <u>73.60</u>
<u>January 1, 2024</u>	B	<u>73.85</u>
	C	<u>74.10</u>
	D	<u>87.60</u>

**(1)** The monthly pension payable to an employee who retires at the employee's option under Section 2(a)(2) and 2(a)(3) of this Article I, at a date selected by the employee on or after October 1, 1999 shall be multiplied by a percentage as set forth in the following table:

Age When Pension Commences	Percentage*
42	24.3%
43	26.1
44	28.2
45	30.4
46	32.8
47	35.4
48	38.3
49	41.5
50	45.0
51	48.9
52	53.2
53	57.9
54	63.5
55	69.4
56	75.2
57	80.8
58	86.7
59	93.3
60 or over	100.0

\*Prorated for intermediate ages computed on the basis of the number of complete calendar months by which the employee is under the age attained at the employee's next birthday.

Effective September 24, 2023, if an employee with 30 or more years of credited service retires at the employee's option, the monthly basic benefits otherwise payable for months following the month the employee attains age 65 shall be redetermined without any such reduction.

If an employee whose combined years of age and years of credited service (to the nearest 1/12 in each case) shall total 85 or more retires at the employee's option the monthly basic benefits otherwise payable after age 60 shall be redetermined without any such reduction.

**(2)** The monthly pension payable to an employee who retires at the employee's option under Section 2(a)(4) of this Article I, at a date selected by the employee shall be multiplied by a percentage as set forth in the table below, provided that such adjusted pension shall not be less than a monthly pension

that is actuarially equivalent to the monthly pension that would otherwise be payable to the employee beginning on the employee's normal retirement date:

Age When Pension Commences	Percentage*
55	46.0%
56	49.6
57	53.2
58	56.8
59	60.4
60	64.0
61	71.2
62	78.4
63	85.6
64	92.8
65	100.0

\*Prorated for intermediate ages computed on the basis of the number of complete calendar months by which the employee is under the age attained at the employee's next birthday.

(3) The annual lifetime pension payable to an employee who retires after December 31, 1991, under Sections 1, 2 or 3 of Article I or who loses seniority and is entitled to a pension under Section 2 of Article V, shall not be greater than (i) multiplied by the lesser of (ii) and (iii) at the time of retirement, where:

(i) is equal to 100% less 0.25% for each month, if any, by which the date the pension commences to be paid precedes the earliest of:

(a) the date the employee attains age 60;

(b) the date the employee completed, or would have completed had the employee continued in employment after the date of retirement, 30 years of early retirement eligibility service as specified under Regulation 8503(3)(c) under the Income Tax Act (Canada); and

(c) the date on which the aggregate of the employee's age and years of early retirement eligibility service

as specified under Regulation 8503(3)(c) under the *Income Tax Act* (Canada) is, or would have been had the employee continued in employment after the date of retirement, equal to 80 years.

**(d)** the date on which the employee becomes totally and permanently disabled as defined in Section 3(b)(1) of Article I.

**(ii)** is equal to the lesser of (a) and (b), multiplied by (c), where:

**(a)** is 2% of the employee's Best Average Earnings;

**(b)** is the defined benefit limit for the year of retirement as defined under Revenue Rules; and

**(c)** is the sum of credited service prior to January 1, 1992, to a maximum of 35 years, and credited service after December 31, 1991.

**(iii)** is equal to (a) multiplied by (b), where:

**(a)** is 12 times the amount that is assigned to the Benefit Class Code as provided in Section 4(a) of Article I; and

**(b)** is the employee's credited service.

**(iv)** The annual lifetime pension in years following retirement shall not be greater than the amount determined under (3)(ii) above, adjusted by (3)(i), above multiplied by the ratio of the Consumer Price Index in the month in which the pension payment is being made to the Consumer Price Index in the month in which pension payments commenced to be paid to the employee.

Notwithstanding the provisions of this subsection (3), the annual lifetime pension payable to an employee who retires after December 31, 1991, in respect of credited service prior to 1992, shall not be restricted at the time of retirement to the amount described in this subsection but will be subject to the provisions of Information Circular 72-13R8 dated December 16, 1988.

**(b)** An employee discharged for cause after such employee is eligible to retire at the employee's option under Section 2(a) of this Article I shall be entitled to the benefits provided under Section 4(a) of this Article I as though the employee had retired at the employee's option.

## **Section 5. Supplementary Pension Benefits**

**(a)** A supplementary pension of \$18.00 for each year of credited service up to 30 shall be payable until the month following the month the employee attains age 65, in addition to the monthly basic pension payable to an employee retired pursuant to Sections 1, 2 (except an employee retired under Subsection 2(a)(4) or with 30 years or more of credited service) and 3 of this Article I, reduced by the estimated statutory benefit.

**(b)** If the pensioner makes application for use of actual statutory benefit within 12 months of the pensioner's first date of eligibility for such statutory benefit and furnishes evidence, satisfactory to the Company, that the amount of statutory benefit differs by at least \$1.00 per month from the estimated statutory benefit, then in determining the benefit payable under subsection (a) above, the amount of the pensioner's statutory benefit shall be applied in place of such estimated statutory benefit effective as of the date of the pensioner's retirement.

**(c)** Such supplementary pension for retirements on or after October 1, 1999 shall be multiplied by a percentage as set forth in the following table when payable to employees retired under the provision of Section 2(a)(2) of this Article I:

Age When Pension Commences	Percentage*
42	24.3%
43	26.1
44	28.2
45	30.4
46	32.8
47	35.4
48	38.3
49	41.5
50	45.0
51	48.9
52	53.2
53	57.9
54	63.5
55	69.4
56	75.2
57	80.8
58	86.7
59	93.3
60 or over	100.0

\*Prorated for intermediate ages computed on the basis of the number of complete calendar months by which the employee is under the age attained at the employee's next birthday.

The supplementary pension referred to in Article I, Section 5(a) above shall be redetermined at age 60 without such reduction for an employee who retired on or after October 1, 1999, whose combined years of age and years of credited service (to the nearest 1/12 in each case) shall total 85 or more who retires at their option.

## Section 6.     Deductions for Retirement Benefits Provided Exclusively by Company Contributions

Monthly pensions (or deferred monthly pensions as provided for in Section 2 of Article V) under the Plan shall be reduced by the monthly amount of "Past Service" benefits, if any, which an employee is entitled to receive as a result of the Company's contributions under the "Retirement Plan for Employees of General Motors Subsidiaries Operating in Canada" which became effective April 1, 1947.

If the monthly benefits of an employee payable under the Plan are subject to reduction under the preceding provisions of this Paragraph in respect of a monthly benefit for "Past Service" benefit payable from the "Retirement Plan for Employees of General Motors Subsidiaries Operating in Canada", and the employee arranges to transfer the commuted value of the entitlement out of such other retirement plan, then the monthly benefit of the employee payable under the Plan shall be reduced by the amount of the monthly benefits that would have been payable under such other retirement plan but for such transfer.

## **Section 7. Pension Benefits to Employee's Surviving Spouse**

**(a)** In lieu of the monthly basic benefit otherwise payable, an employee who retires or is retired pursuant to the normal, early, total and permanent disability or occupational disability retirement provisions of this Article I, or who breaks seniority and is eligible for a deferred pension pursuant to the provisions of Section 2 of Article V hereof, shall be deemed to have elected automatically a reduced amount of monthly basic benefit to provide that, if the employee's designated spouse shall be living at the employee's death after such election shall have become effective, a survivor benefit shall be payable to such spouse during the spouse's further lifetime.

In the event:

- (1)** the spouse predeceases the employee; or
- (2)** the spousal relationship between the spouse and the employee terminates subsequent to the first pension payment to the employee, provided that the spouse has completed a post-retirement waiver of joint and survivor pension in the prescribed form under Applicable Pension Laws, the pension has not already been divided, and that any other conditions prescribed under Applicable Pension Laws are satisfied; the employee may elect to revoke the survivor pension election and have the monthly basic pension benefit restored to the amount payable without such election, effective the first day of the second month following the month in which the Company receives:
  - (i)** evidence satisfactory to the Company of the spouse's death; or
  - (ii)** a waiver in the prescribed form completed by the spouse, and such employee's written

revocation of the election because of divorce or termination of their cohabiting and residing together, on a form approved by the Company and, if applicable, accompanied by evidence satisfactory to the Company of a final decree of divorce or termination of cohabitation.

The automatic election provided in this subsection (a) shall become effective on the later of (i) the commencement date of the employee's monthly pension benefit if the employee is legally married, or (ii) the first day of the month following the month in which the employee and a member of the opposite sex, or effective October 19, 1999 a person of the same sex, have been living in a conjugal relationship for an immediately preceding continuous period of one year, and further provided that such one year period is completed not more than one year after the employee's retirement date.

An employee may prevent the automatic election provided in this subsection (a); at the time of application for retirement benefits, by executing a specific written rejection of such election, which includes the written consent of the employee's spouse, on a form meeting the requirements of Applicable Pension Laws and approved by the Company and filing it with the Company. The written consent of the spouse is not required if the employee and the employee's spouse are living separate and apart or, in Quebec, if the spousal status has terminated as defined in Appendix G, on the date the first pension payment is due.

**(b)** The beneficiary of a survivor benefit election, shall be only the person who is the employee's spouse on the effective date of such election.

**(c)** A survivor benefit election shall be revoked automatically upon the death of the employee or the employee's designated spouse, or both, prior to the effective date of the election.

**(d)** A survivor benefit election shall be irrevocable at and after its effective date if the employee and the employee's designated spouse shall be living at such date, except as otherwise provided in Section 7(a) of this Article I.

**(e)** For an employee who makes a survivor benefit election or who is deemed to have made such election under this Section

7, the reduced amount of the employee's monthly basic benefit referred to in (a) above shall be equal to an amount determined by multiplying the monthly basic benefit otherwise payable to the employee by 95% if the employee's age is within five (5) years of the eligible spouse's age; except that, in the case of an employee whose basic benefits are subject to redetermination pursuant to Section 4(a)(1) of this Article the amount of reduction in the employee's monthly basic benefit before such redetermination for the survivor benefit election shall be based on the monthly basic benefit payable to such employee after redetermination pursuant to Section 4(a)(1) of this Article. Such percentage shall be increased by one-half of one per cent (1/2%) (up to a maximum of 100%) for each 12 months in excess of five (5) years that the spouse's age exceeds the employee's age and shall be decreased by one-half of one per cent (1/2%) for each 12 months in excess of five (5) [ten (10) years if employee breaks seniority on or after October 1, 1999 years that the spouse's age is less than the employee's age.

**(f)** The survivor benefit payable to the surviving spouse of a retired employee who has completed an election or who is deemed to have made an election under this Section 7, and who dies after such election becomes effective, shall be a monthly benefit for the further lifetime of such surviving spouse equal to 60% (66 2/3% if employee breaks seniority on or after October 1, 1999) of the reduced amount of such employee's monthly basic benefit as determined in (e) above; except that the survivor benefit payable to the surviving spouse of an employee whose basic benefits are subject to redetermination pursuant to Section 4(a)(1) of this Article I, shall be based on the monthly basic benefit payable to such employee after redetermination. No such survivor benefit shall be payable for any month for which benefits are payable under Article II, Section 8 of the General Motors Canadian Group Life and Disability Insurance Program for Hourly-Rate Employees. Notwithstanding the preceding provisions of this paragraph, the amount of the survivor benefit payable to a surviving spouse of a retired employee at any time shall not exceed 2/3 of the sum of the basic benefit, plus any supplementary pension and special allowance that would be payable in accordance with Sections 5 and 9 of this Article I to the retired employee if the retired employee was alive at the time.

**(1)** An employee who retires or is retired pursuant to the normal, early, total and permanent disability or occupational disability retirement provisions of this Article 1, or who breaks

seniority and is eligible for a deferred pension pursuant to the provisions of Section 2 of Article V hereof, may elect to receive an alternate survivor benefit in lieu of the survivor benefit referenced in Subsection (7)(a). The monthly basic benefit of an employee who elects this alternate survivor benefit shall be reduced so that such reduced monthly basic benefit and the alternate survivor benefit are actuarially equivalent to the reduced monthly basic benefit and survivor benefit payable under Subsection (7)(e) and (7)(f). The alternate survivor benefit payable to the surviving spouse shall be a monthly benefit for the further lifetime of such surviving spouse equal to one hundred percent (100%) of the reduced amount of the employee's monthly basic benefit as determined under this Subsection (7)(f)(1), except that the alternate survivor benefit payable to the surviving spouse of an employee whose basic benefits are subject to redetermination pursuant to Subsection (4)(a)(1) of this Article 1, shall be based on the monthly basic benefit payable to such employee after redetermination. No such alternate survivor benefit shall be payable for any month for which benefits are payable under Article II, Section 8 of the General Motors Canadian Group Life and Disability Insurance Program for Hourly-Rate employees. Subsections (a), (b), (c), (d) and (g) apply to this Subsection (7)(f)(1) except as otherwise modified in this Subsection (7)(f)(1).

**(g)** The option set forth in Section (7)(a) or Subsection (7)(f)(1) above shall not be applicable to any portion of the supplementary pension or special allowance paid in accordance with Sections 5 and 9 of this Article 1.

**(h)** The surviving spouse of an employee

**(1)** who dies on or after attaining age 65, or after the employee is eligible to retire at the employee's option under Section 2(a) of this Article I, but before the first day of the month following the date on which the employee retires or before the commencement date of the employee's monthly pension in the case of an employee who retires at the employee's option and defers the receipt of monthly pension, and

**(2)** who, if the employee had retired at the date of death, would have been eligible for the election under subsection (a) of this Section 7, shall be entitled to a monthly benefit during the spouse's lifetime, terminating with the last monthly payment before the spouse's death. The monthly benefit payable to the surviving spouse shall be the amount such

spouse would have been entitled to receive under subsection (f) of this Section 7, if the employee had retired on the date of the employee's death under Sections 1, or 2(a), whichever is applicable, of this Article I with benefits commencing the first of the following month and had effectively made the election under subsection (a) of this Section 7 provided, however, that no benefit shall be payable under this subsection (h) for any month for which benefits are payable under Article II, Section 8 of the General Motors Canadian Group Life and Disability Insurance Program for Hourly-Rate Employees. In lieu of the monthly pension benefits, within 90 days of receiving a statement of benefits and options, the surviving spouse may elect, in writing, to receive a lump sum payment equal to the commuted value of such benefits in cash, subject to income tax withholding or the surviving spouse may direct payment of the lump sum into a registered retirement savings plan or registered retirement income fund.

(3) Effective October 1, 1993, if the commuted value of the surviving spouse benefit determined in this Subsection (h) is less than the commuted value of the deceased employee's Basic Benefit, then the surviving spouse benefit shall be increased so that it has a commuted value equal to the commuted value of the deceased employee's Basic Benefit or, if the surviving spouse elects to receive a lump sum payment in accordance with the last sentence of subsection (h) then the lump sum payment shall be increased so that it equals the commuted value of the deceased employee's Basic Benefit. Effective October 1, 2005, for purposes of this subsection (3), the commuted value of the Basic Benefit for an employee who was eligible to retire under Section (2)(a)(3) of Article I shall be calculated as if redetermination of the Basic Benefit occurs at age 60.

(i) A lump sum payment equal to the commuted value of the deferred vested Basic Benefit payable commencing at age 65 of an employee who dies prior to becoming eligible to retire under Section 2 of this Article I or a former employee who terminated on or after January 1, 1988 and who dies prior to commencement of a deferred pension benefit being paid, shall be payable upon the death of the employee or former employee to the surviving spouse of the employee or former employee, or to an eligible beneficiary as defined in Article VIII, if there is no spouse or if the spouse has waived the pre-retirement death benefit provided in this subsection (i) by executing a waiver of the benefit on a form meeting the requirements of Applicable

Pension Laws and approved by the Company. A spouse entitled to such lump sum may elect to transfer the lump sum to a registered retirement savings plan or registered retirement income fund in the name of the spouse, the fund of a registered pension plan if the administrator of that plan agrees to accept the transfer, or to an insurance company for the purchase of an annuity commencing no later than the end of the year when the spouse attains age 71 (or such age as required by Revenue Rules), or within one year of the employee's death if later.

**(j)** Effective January 1, 2006, an employee who is not deemed to elect the survivor benefit pursuant to Section 7(a) of this Article I or who prevents the application of the automatic election under Section 7(a) of this Article I may elect to receive a reduced monthly basic benefit with a guarantee period of 60, 120 or 180 months. To be effective such election must be made in the form and manner prescribed by the Company and before payment of the employee's basic benefit commences. An election to add a guarantee period may be cancelled or changed, provided notification of such cancellation or change is made prior to the commencement of benefit payments.

**(1)** If the employee elects such a guarantee then the employee's monthly basic benefit that would otherwise be payable after any applicable reductions for early retirement shall be actuarially adjusted pursuant to subsection (4) and if the employee dies before receiving 60, 120 or 180 monthly payments of basic benefit, as elected by the member, then payment of the basic benefit shall continue to the eligible beneficiary of the employee for the remainder of the guarantee period selected by the employee.

**(2)** The basic benefit payable to an employee after adjustment pursuant to subsection (4) shall be subject to redetermination to the same extent as if such adjustment had not applied, except that the amount on redetermination will be reduced by the same percentage reduction that is applied to the employee's initial basic benefit amount pursuant to subsection (4).

**(3)** The benefit payable to an eligible beneficiary for the remainder of a guarantee period following the death of the employee shall equal the amount of basic benefit that would have been payable to the employee if the employee had remained alive, except that the benefit payable to an eligible beneficiary of an employee whose basic benefits are subject to

redetermination pursuant to Section 4(a)(1) of this Article I, shall be based on the basic benefit that would have been payable to such employee after redetermination. Notwithstanding the preceding provisions of this paragraph (3), the amount of the benefit payable to an eligible beneficiary of an employee at any time shall not exceed the sum of the basic benefit, plus any supplementary pension and special allowance that would be payable to the retired employee if the retired employee was alive at the time.

**(4)** The adjustment to the employee's monthly basic benefit pursuant to subsection (1) above shall be determined so that the resulting basic benefit payable to the member, with the applicable guarantee period, shall be actuarially equivalent to the monthly basic benefit that would otherwise be payable to the employee.

#### **Section 8. Benefits for Employees Who Retired With Benefits Payable Commencing Prior to September 24, 2023**

An employee who retired under Article I of the Plan with benefits payable commencing prior to September 24, 2023, or the eligible surviving spouse of such an employee, shall be entitled to the benefits, if any, under the Plan as it existed immediately prior to such date except that:

**(a)** For months commencing on or after September 24, 2023, the survivor benefit payable to the surviving spouse of a retired employee who has completed an election of a special survivor option and who dies after such election becomes effective, shall be a monthly benefit of \$25.00 for the further lifetime of such surviving spouse for each year of credited service that such retired employee had at the date of retirement. Notwithstanding the preceding provisions of this paragraph, the amount of the survivor benefit payable to a surviving spouse of a retired employee at any time shall not exceed 2/3 of the sum of the basic benefit, plus any supplementary pension and special allowance that would be payable in accordance with Sections 5 and 9 of this Article I to the retired employee if the retired employee was alive at that time.

**(b)** An employee who retired under Article I of the Plan, or who is eligible for a deferred pension pursuant to the provisions of Section 2 of Article V of the Plan, and who has a survivor benefit option in effect but whose designated spouse predeceases the employee, may have the monthly basic pension

benefit restored to the amount payable without such option, effective the first day of the second month following the month in which the Company receives evidence satisfactory to the Company of the spouse's death.

**(c)** In lieu of receiving a reduced amount of any increase in benefits otherwise payable under this Section 8 on or after October 1, 1973 in order to provide an increase in the amount of survivor benefit otherwise payable, an employee who retired under Article I of the Plan with benefits payable commencing prior to December 21, 1970, and who is divorced by court decree, from the designated spouse for whom the employee has a survivor benefit option in effect, may elect to receive the full amount of such increase, provided that the spouse has completed a post-retirement waiver of joint and survivor pension in the prescribed form under Applicable Pension Laws, the pension has not already been divided, and that any other conditions prescribed under Applicable Pension Laws are satisfied.

To make such election the employee must complete a form approved by the Company and file it with the Company, accompanied by evidence satisfactory to the Company of a final decree of divorce, in which case such election shall become effective with respect to benefits falling due for months commencing on the first day of the second month following the month in which the Company receives such completed election form and final decree of divorce.

**(d)** An employee who:

**(i)** retired or retires under Article I of the Plan with benefits payable commencing on or after March 1, 1962;

**(ii)** did not elect or was not deemed to make the election of a survivor benefit under Section 7 because the employee did not have a spouse at the time of retirement, or elected or was deemed to make the election under Section 7 but the employee has revoked that election in accordance with Section 7(a) of this Article 1; and

**(iii)** has a spouse at the time of making an election under this Section 8(d):

may elect a survivor benefit option under this Section 8(d). The percentage of the employee's monthly basic pension payable to

the spouse as a survivor benefit and the reduction to the employee's monthly basic pension shall be determined under the terms and conditions of the Plan in effect at the time of the employee's retirement. Such option shall become effective on the first day of the second month following the month in which the Company receives a completed election form, but in no event before the first day of the month following the month in which the retired employee has been married or has cohabited with the spouse for one year.

No election provided hereunder shall become effective under any circumstances for any retired employee whose completed election form is received by the Company after the first day of the month in which the retired employee has been married or has cohabited with the spouse for one year.

This subsection (d) also shall be applicable to an employee retired with benefits payable commencing on or after September 24, 2023.

**(e)** The monthly amount of any basic pension benefit payable to an employee who retired under Article I, Section 2(a)(3) of the Plan with 30 or more years of credited service with benefits commencing on or after March 1, 1974 and prior to November 1, 1976 who had not attained age 55 when benefits commenced, shall be redetermined at age 65 to the monthly amount payable without any reduction for retirement before attaining age 62.

### **Section 9. Special Allowance for Early Retirement**

**(a)** An employee hired before October 1, 2012 with 30 or more years of credited service who retires under Section 2 (other than an employee referred to in Section 4(b) of this Article I, unless the Company or an Arbitrator under an applicable collective bargaining agreement determines the discharge should not result in the employee being ineligible for benefits under this Section 9), or 3 of this Article I, and who files application for a pension within five years of the last day worked for the Company and who agrees to restrict participation in the work force as provided in (d) below will receive, prior to the second month following the month of attaining age 65 (age 60 for retirements on or after September 15, 1987 and prior to October 1, 1999), an amount which when added to the employee's monthly pension and supplementary pension under this Plan will equal the amount of total monthly benefit applicable to the employee as provided in the table set

forth below, subject to the provisions of (b) and (c) of this Section 9:

<b>Retirement With Benefits Payable Commencing</b>	<b>Total Monthly Benefit Rate for Determining Monthly Special Allowance</b>
January 1, 2024	<b>Benefit Class Codes</b>
	<b>A, B, C</b>
	<b>\$3,795</b>
	<b>D</b>
	<b>\$4,225</b>

**(b)** In the case of an employee retiring with benefits payable under Section 2 or 3 of this Article I, the special allowance shall be calculated assuming that the employee's pension commences immediately after retirement.

**(c)** If an employee entitled to a special allowance makes the election or is deemed to have made the election provided in Section 7 of this Article I, the special allowance shall be computed on the basis of the monthly pension the employee would have received under Section 2 or Section 3, whichever is applicable, of this Article I as if the employee had not made or been deemed to have made the election under Section 7.

**(d)** The special allowance of an employee entitled to such allowance shall commence on the first day of the month following the date on which the employee retires and shall be payable monthly thereafter until and including the first day of the month following the month in which the employee attains age 65, or dies, or the employee's pension ceases for any other reason, or the employee is reemployed by the Company, whichever occurs first; provided, however, that if an employee entitled to receive a special allowance has earnings after retirement in excess of the YMPE, pursuant to the letter agreement, in any calendar year (such earnings being defined for this purpose as the type of employment earnings subject to contributions under the Canada Pension Plan or Quebec Pension Plan), a penalty equal to the amount by which such earnings exceed the amount permitted shall be charged against each succeeding monthly special allowance which the employee would otherwise be entitled to receive until the full amount of such penalty is satisfied, it being understood that penalties and charges herein shall be cumulative if appropriate.

An employee receiving a special allowance may be required to certify whether the employee's earnings have been in excess of the permitted amount and to furnish verification of the amount of such earnings. Unless repaid by the employee in a lump sum, any overpayments of a special allowance made after an employee incurred a penalty because of excess earnings in accordance with the preceding paragraph shall be deducted from future monthly benefits payable to the employee under this Pension Plan.

(e) If a retired employee has been receiving a pension under Section 3 of this Article I and has been receiving special allowance payments and on the basis of medical evidence satisfactory to the Company it is found that the employee is no longer totally and permanently disabled or occupationally disabled, as applicable, and the employee's seniority is restored, or if the employee is reemployed by the Company, the employee shall not thereby forfeit any right the employee may thereafter have to receive special allowance payments if the employee thereafter retires under this Pension Plan.

#### **Section 10. Maximum Allowable Temporary Pension for Employees Retiring After December 31, 1991**

The monthly temporary pension payable to an employee in any month shall not exceed the product of (A), (B) and (C), where:

(A) is equal to the sum of:

(i) the maximum monthly pension benefit payable at age 65 under the Old Age Security Act as at the date the employee commences receiving pension payments; and

(ii) the maximum monthly pension benefit payable under the Canada Pension Plan as at the date the employee commences receiving pension payments, determined as if the employee were age 65 at such date, multiplied by the ratio, not to exceed one, that the total of the employee's remuneration for the three calendar years in which the remuneration is the highest, bears to the total of the YMPE for those three years; and

(B) is equal to the sum of:

(i) the ratio that the employee's credited service prior to January 1, 1992 bears to total credited service; and

(ii) the product of:

(a) the ratio that the employee's credited service after December 31, 1991 bears to total credited service;

(b) the ratio that the employee's credited service bears to 10 years, such ratio not to be greater than one; and

(c) 100% less 0.25% for each month, if any, by which the date the employee's pension payments commence precedes the date the employee will attain age 60; and

(C) is equal to the ratio of the Consumer Price Index in the month in which the pension payment is being made to the Consumer Price Index in the month in which pension payments commenced to be paid to the employee.

For purposes of this determination, the monthly temporary pension payable to the employee shall be defined as the amount, if any, by which the total pension payable under the Plan to the employee in the month exceeds the basic pension benefit payable after the employee attains age 65, such basic pension benefit being calculated pursuant to Section 4 of this Article.

(D) Section 10(B) above shall not be applicable to an employee who is receiving benefits pursuant to Section 3 (b)(1) of Article I.

## **Section 11. Maximum Allowable Total Pension for Employees Retiring After December 31, 1991**

The sum of an employee's monthly temporary pension, as defined in Section 10(C), in respect of credited service after December 31, 1991, plus the monthly Basic Benefit in respect of credited service after December 31, 1991, shall not exceed at the time of retirement one-twelfth of the sum of:

(a) the defined benefit limit for the year as defined under Revenue Rules multiplied by credited service after December 31, 1991; plus

**(b)** 25% of the average of the YMPE in the year of retirement and the two immediately preceding years multiplied by the ratio of the employee's years of credited service after December 31, 1991 to 35 (such ratio not to exceed one).

The sum of an employee's monthly temporary pension, as defined in Section 10(C), in respect of credited service after December 31, 1991, plus the monthly Basic Benefit in respect of credited service after December 31, 1991, in any year following retirement shall not exceed the amount determined above multiplied by the ratio of the Consumer Price Index in the month in which the pension payment is being made to the Consumer Price Index in the month in which pension payments commenced to be paid to the employee.

### **Section 12. Employees Not Actively at Work**

The absence of an employee from active work at the time such employee would be eligible to retire under the Plan shall not preclude the employee's retirement without return to active work.

### **Section 13. Commuted Value Option**

An employee who under Section 1 or 2 of this Article I elects to retire and immediately commence receiving a pension may, effective on or after January 1, 2013 and no later than 15 days prior to the first pension payment actually being made, elect a transfer of the commuted value of the pension, that would otherwise be payable to the employee from the pension fund (being the basic benefit, and any applicable supplementary pension or special allowance) to:

- (a)** the pension fund of another registered pension plan, if the administrator of the plan agrees to accept the transfer; or,
- (b)** an insurance company for the purchase of a life annuity that will not commence later than the end of the calendar year in which the former employee attains age 71, or any such other age required under Revenue Rules; or
- (c)** a retirement savings arrangement as otherwise prescribed by Applicable Pension Laws and Revenue Rules.

Such commuted value transfer shall be in lieu of monthly payment from the pension fund and the completion of such

commuted value transfer shall operate as a complete discharge from any further obligations under the Plan in respect of such employee. Notwithstanding anything to the contrary contained herein, the amount transferred pursuant to this section may not exceed the maximum amount specified by Revenue Rules in the Income Tax Act of Canada. Any portion of the commuted value that exceeds such maximum shall be paid to the employee in a lump sum.

## ARTICLE II

### CREDITED SERVICE

#### **Section 1. Credited Service Prior to December 1, 1950**

For an employee with seniority on or after September 24, 2023 who makes proper application, credited service prior to December 1, 1950 shall be computed to the nearest 1/10 year and shall be the sum of:

- (a)** the number of years following the employee's plant seniority date on December 1, 1950 but preceding December 1, 1950, plus
- (b)**
  - (1)** any service as an hourly or salaried employee with the Company preceding the employee's seniority date on December 1, 1950, or, for an employee who did not have a plant seniority date on December 1, 1950, any periods of active service prior to December 1, 1950, plus
    - (2)** any period of absence prior to December 1, 1950 under an approved military leave of absence following any period of active service credited under Section 1(b)(1) of this Article, provided such employee had unbroken seniority from such period of active service to the commencement of the military leave of absence, plus
- (c)** any additional period or periods of service with a company acquired by the Company prior to December 1, 1950 in which company the former General Motors Corporation had a stock interest at the time of acquisition of such company, computed on the same basis as set forth in subsection (b) above; provided, however, that the period of service for which the employee may receive credit for service with such company shall not extend prior to the date on which the employee was hired by the acquired company or the date as of which the former General Motors Corporation acquired an interest in such company, whichever is later, plus
- (d)** the provisions of Section 1(b)(2) of this Article to the contrary notwithstanding, for an employee with seniority on or after October 1, 1979 any period of active service in the Allied Forces or Mercantile Marine commencing on or after September 3, 1939, and preceding date of hire, but only if the employee was hired by the Company between September 17,

1947 and October 31, 1947, provided the employee makes application and provides evidence satisfactory to the Company of such service and honourable discharge therefrom.

**Section 2. Credited Service Subsequent to December 1, 1950**

**(a) (1)** Credited service commencing with December 1, 1950, and thereafter, shall be computed for each calendar year for each employee on the basis of total hours compensated by the Company during such calendar year while the employee has unbroken seniority, and prior to the end of the month in which the employee attains age 65 (or the end of the calendar year in which the employee attains age 71, effective January 1, 2007, or any such other age required by Revenue Rules.)

Any calendar year in which the employee has 1700 or more compensated hours shall be counted a full calendar year. Where the employee's total hours compensated during a calendar year are less than 1700 hours, a proportionate credit shall be given to the nearest 1/10 of a year. For the calendar year 1950 no more than a year's credit will be given including credit for service prior to December 1, 1950.

**(2)** For the purpose of computing credited service, hours of pay at premium rate shall be computed as straight time hours.

**(b)** For the purpose of computing compensated hours under subsection (a) of this Section 2:

**(1)** An employee with seniority who is absent from work during any calendar year after 1970 because of layoff or while on a Company approved sick leave, shall be credited with 40 hours for each complete calendar week of such absence during such year in addition to any other hours credited provided that such employee shall have received pay from the Company during that year for at least 170 hours, and provided further, that if such layoff or sick leave continues after that year the employee shall be credited with 40 hours for each complete calendar week of absence after that year, not to exceed 1530 hours of credit for all such absence related to receipt of such pay from the Company in the first year. An employee who returns to work on or after October 1, 1979 and receives pay for a period of less than 170 hours and who thereafter returns to such layoff or sick leave, shall not be disqualified, solely because of the

receipt of such pay, from receiving any such credit for which the employee otherwise would be eligible hereunder. For the purposes of this subsection only, an employee who is laid off subsequent to October 1, 1979 and whose first day of absence due to such layoff is the first regularly scheduled work day in the January next following the employee's last day worked shall be deemed to have been laid off on December 31 of the year in which they last worked. A part-time employee shall be credited for any week of such absence in the same percentage relationship as such employee's regular part-time schedule is to 40 hours.

An employee who (i) is at work on or after October 1, 1984; (ii) has 10 or more years of seniority at time of layoff commencing on or after October 1, 1984; (iii) while on such layoff has received the maximum of 1530 hours of credit for periods of absence due to layoff or Company approved sick leave in accordance with the preceding paragraph of this Section 2(b)(1); and (iv) continues thereafter to be absent due to such layoff shall be credited with 40 hours for each complete calendar week of absence due to such layoff up to a maximum of 1700 hours of credit.

(2) An employee who after December 1, 1950 shall be 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 receives Workers' Compensation while on a Company approved sick leave of absence, shall be credited with the number of hours that the employee would have been scheduled to work during such absence, except that with respect to the period commencing December 1, 1961, such an employee will be credited with 40 hours for each complete calendar week of such absence after December 1, 1961.

The period of absence which the Employee may count towards accrual of credited service shall not exceed the period for which the Employee is considered a seniority employee under the provisions of Paragraph 54(f) of the Master Agreement.

(3) An employee who is absent from work, due to maternity or parental, emergency, family, medical or other leave and where any legislation applicable to the employee requires that the employee continue to accrue benefits during such leave, will be credited with 40 hours for each calendar week of such absence.

(c) Any salaried employee transferred to an hourly-rate job subsequent to December 1, 1950 and prior to October 1, 2012 who thereby becomes an employee covered by the Plan shall have credited to the nearest 1/10 year any credited service the employee had as of the date of such transfer under any retirement plan for salaried employees established by the Company.

(d) If an employee who retired or was retired under the Plan for reasons other than total and permanent disability or occupational disability is rehired by the Company prior to October 1, 2012 and prior to age 65, and rejoins the Plan or joins the General Motors Canadian Retirement Program for Salaried Employees, such employee shall cease to receive pension benefits under the Plan. If such employee rejoins the defined benefit provisions of the Plan, then credited service accrued at the date of earlier retirement will be combined with credited service under the Plan after the re-employment date to compute total credited service on subsequent retirement or other termination of employment. If such employee joins the General Motors Canadian Retirement Program for Salaried Employees, then the employee's pension benefits under the Plan shall be adjusted as of the date of the employee's subsequent retirement or other termination of employment, to reflect benefit rates and the age of the employee at the time of subsequent retirement or other termination of employment, and the additional service with the Company shall be treated as credited service for the limited purpose of determining eligibility for early retirement under Section 2(a) or (b) of Article I. An employee who retired or was retired under the Plan for reasons other than total and permanent disability or occupational disability and who is rehired by the Company on or after October 1, 2012, shall continue to receive the employee's pension benefits payable under the defined benefit provisions of the Plan without interruption or adjustment.

(e) An employee who after December 1, 1950 was absent from work because the employee entered into active military service with the Special Service Force or in the Korean campaign, whose date of enlistment was on or prior to June 30, 1955, and whose seniority was reinstated upon reemployment with the Company shall be provided credited service on the basis of the number of hours that the employee would have been scheduled to work during such absence.

(f) Any employee hired on an hourly-rate job subsequent to December 1, 1950 by the Company, who has credited service under any Company retirement plan for salaried employees or who has lost credited service under any such plan, shall, upon making proper application, have such service credited to the nearest 1/10 year; provided that the employee acquires or acquired seniority following the loss of such credited service.

(g) An employee with at least five years of seniority:

(1) on November 1, 1967 who was absent from work because of layoff during any calendar year after December 31, 1953 and before January 1, 1961, or

(2) on December 17, 1973 who was absent from work because of layoff during any calendar year after December 31, 1960 and before January 1, 1963, or

(3) on December 17, 1973 who was absent from work because of layoff during any calendar year after December 31, 1967 and before January 1, 1971, or

(4) on October 1, 1979 who was absent from work because of layoff during any calendar year after December 31, 1962 and before January 1, 1968, or

(5) on October 1, 1984 who was absent from work because of layoff during any calendar year after December 31, 1978 and before January 1, 1984,

(6) on October 1, 2005 who was absent from work because of layoff during any calendar year after December 31, 1996 and before January 1, 2002,

shall be credited with 40 hours for each complete calendar week of such absence, not previously credited under this Section 2, during which the employee had seniority multiplied by a percentage as set forth in the following table:

<b>Employee's Seniority on November 1, 1967 in the Case of (1) Above or December 17, 1973 in the Case of (2) and (3) Above or October 1, 1979 in the Case of (4) Above or October 1, 1984 in the Case of (5) Above or October 1, 2005 in the Case of (6) Above</b>	
20 years or more	%
15 years but less than 20 years	100
10 years but less than 15 years	75
5 years but less than 10 years	50
	25

provided that the employee makes proper application.

**(h)** If a former salaried employee who is entitled to a deferred retirement benefit under the Retirement Program for Salaried Employees of General Motors subsidiaries operating in Canada is reemployed by the Company prior to October 1, 2012 and acquires seniority prior to the commencement of such deferred retirement benefit, such employee shall, upon making proper application, have reinstated, in lieu of the deferred retirement benefit, the credited service lost at the time the employee became entitled to such deferred retirement benefit.

**(i)** In no event shall any employee be credited with more than 1700 hours, including compensated hours, in any calendar year. No employee shall be credited with any service after retirement. There shall be no duplication of credited service under the Plan. Not more than one year of credited service shall be credited to any employee in any calendar year.

**(j)** An employee hired on or after September 20, 2016 shall not accrue credited service due to membership in the defined contribution plan as referenced in Appendix M.

### **Section 3. Limitation on Credited Service**

**(a)** Notwithstanding anything to the contrary contained in this Article II, the credited service for any employee last hired on or after June 9, 2009 and before October 1, 2012 shall not exceed thirty (30) years. The total credited service for an

employee last hired on or after June 9, 2009 and before October 1, 2012, who had previous service reinstated or recognized by the Plan shall not exceed thirty (30) years. The total credited service for an employee last hired on or after October 1, 2012, shall not exceed thirty (30) years or, if later, the credited service accrued when the employee attains age 55. Effective September 28, 2020, Employees shall not be subject to the thirty (30) year limitation on credited service.

**(b)** Notwithstanding anything to the contrary contained in this Article II, the total periods of credited service after December 31, 1990 during which the employee is not receiving remuneration from the Company, or during which the employee is paid at less than the employee's regular Base Hourly Rate, and for which the employee accrues credited service on a current service basis as though paid at the regular Base Hourly Rate, excluding those periods during which the employee suffers a physical or mental impairment, as certified in writing by a qualified medical doctor, that prevents the employee from performing the duties of employment in which the employee was engaged before the commencement of the impairment, shall not exceed the sum of:

**(1)** the full time equivalent of five years; and

**(2)** the total periods of leave of absence during which the employee qualifies as a "loaned employee" under Revenue Rules; and

**(3)** the periods of parenting, as defined in Revenue Rules, subject to a maximum of 36 months of such periods of parenting and a maximum of 12 months for any one period of parenting.

#### **Section 4. Loss of Credited Service**

After December 1, 1950 an employee will lose all credited service for purposes of this Plan:

**(a)** if the employee quits,

**(b)** if the employee is discharged or released,

**(c)** if the employee's seniority is broken for any other reason.

## **Section 5.      Reinstatement of Credited Service**

**(a)** Any employee with seniority on or after September 28, 2020 who breaks or has broken seniority on or after December 1, 1950 and thereby loses or has lost credited service under Section 4 of this Article II and then is or was later reemployed by the Company prior to September 20, 2016 shall, upon making proper application, have such credited service reinstated provided the employee subsequently acquires or acquired seniority.

**(b)** An employee who elected to transfer the commuted value of the employee's pension pursuant to Article V, Section 2(c)(3) and who is re-employed by the Company prior to September 20, 2016 shall have such credited service reinstated but for the limited purpose of determining the employee's eligibility for pension benefits.

**(c)** Any employee retired under the total and permanent disability or occupational disability provisions of this Plan who subsequently has seniority reinstated, will have credited service at the time of disability retirement reinstated.

## **Section 6.      Service with General Motors Company or a Foreign Subsidiary**

An employee with seniority on or after September 28, 2020 whose employment as an hourly or salaried employee with General Motors Company or the former General Motors Corporation (in this Section collectively the "Corporation") or a directly or indirectly wholly-owned or substantially wholly-owned foreign subsidiary of the Corporation has been terminated other than by retirement, shall be granted credited service under this Plan for any periods of active service with the Corporation or its foreign subsidiary or, if greater, the amount of service credited to such employee under any pension or retirement plan of the Corporation or its foreign subsidiary at the time of termination, provided such service was prior to the employee's most recent period of active service credited under this Plan.

Any monthly benefits payable under this Plan to a retired employee in respect of credited service received under this Section 6 will be reduced by an amount equivalent to the total of any monthly benefits that could be payable to such employee under any retirement plan to which the Corporation or its

foreign subsidiary has contributed, excluding, however, any such plan or any portion of any such plan providing retirement benefits purchased solely by voluntary employee contributions. Any survivor's benefits payable under this Plan to a survivor of such an employee shall be subject to similar reduction by monthly survivor's benefits payable under any plan to which the Corporation or its foreign subsidiary has contributed.

Effective October 1, 1993, if the monthly benefits of an employee payable under this Plan are subject to reduction under the preceding provisions of this paragraph in respect of a monthly benefit payable from a retirement plan to which the Corporation or its foreign subsidiary has contributed, and the employee arranges to transfer the commuted value of the entitlement out of such other retirement plan, then the monthly benefit of the employee payable under this Plan shall be reduced by the amount of the monthly benefits that would have been payable under such other retirement plan but for such transfer.

With respect to this Section, eligible foreign service is service with foreign affiliates or subsidiaries of the Company or of the Corporation or Foreign Business Entities in which the Corporation has a substantial ownership interest where there is a reciprocal agreement with the foreign employer. In the absence of a reciprocal agreement, eligible foreign service for periods prior to October 1, 2005 is restricted to short periods of service with the foreign employer (normally three years or less) inside or outside Canada as set forth in Section 8, Eligible Service, of Information Circular 72-13R8 dated December 16, 1988, issued by the Department of National Revenue, Taxation. Eligible foreign service for periods after September 30, 2005 is limited to periods of employment with the Company outside Canada or, if the employee is employed by a foreign affiliate or subsidiary of the Company or of the Corporation or Foreign Business Entities in which General Motors has a substantial ownership interest, a period of service not exceeding 5 years which follows a period when the employee was resident in Canada while accruing credited service. If an employee subsequently returns to employment in Canada with the Company for at least twelve months, then the 5 year limit applies to any subsequent employment outside Canada as if the employee had not previously been employed outside Canada.

## **Section 7.     Absence Due to Pregnancy Prior to 1968**

An employee with seniority on or after October 1, 1987 who was absent from work while on approved sick leave because of pregnancy on or after December 1, 1950 and before January 1, 1968, shall be credited with .3 year of credited service for any such absence during which they had seniority provided that the employee makes proper application.

## **Section 8.     Treatment of Rehires / Transfers / Reinstatements**

An employee who is re-employed by the Company on or after October 1, 2012 in accordance with Section 2(h) of Article II shall be treated as an employee who is last hired on or after October 1, 2012 for purposes of determining benefits under Section 2(a)(3) and 4 of Article I, Section 3 of Article II, Section 2 of Article III, Section 2 of Article V, establishing benefit class codes under Appendix A, and participating under Appendix M.

An employee who:

- (a)     transfers to an hourly-rate job on or after October 1, 2012 in accordance with Section 2(c) of Article II;
- (b)     is rehired prior to age 65 in accordance with Section 2(d) of Article II;
- (c)     recovers from disability and returns to work in accordance with Section 3(d) of Article I and Section 5 of Article II, or who otherwise has credited service reinstated under Section 5 of Article II;
- (d)     is re-employed by the Company and whose credited service is reinstated in accordance with Section 2(e) of Article V; or
- (e)     is reinstated and whose full seniority has been restored through the grievance procedure as described in the Letter of Agreement under Section VIII “Grievance Procedure,” shall not be treated as an employee who is last hired on or after October 1, 2012 for these purposes.

## **ARTICLE III**

### **FINANCING**

#### **Section 1. Trust Fund**

**(a)** The Company shall execute a Trust Agreement with a trustee or trustees selected by the Company to manage and operate the Pension Fund and to receive, hold and disburse such contributions, interest and other income as may be necessary to pay such of the pensions and special allowances or portions thereof under this Plan as are not provided for by an insured fund or by Government annuities. The Company may establish an insured fund with such insurance company or companies as it may select for the payment of such of the pensions and special allowances or portions thereof under this Plan as are not provided for in a trustee fund.

**(b)** The Company will determine the form and terms of any such Trust Agreement; may modify any such Trust Agreement from time to time to accomplish the purposes of this Plan; may remove any trustee, and select any successor trustee; and select and change insurance companies and with the agreement of the insurance company or companies, make such changes in the insurance contract from time to time, to accomplish the purposes of this Plan.

**(c)** The pension benefits and special allowances of the Plan shall be only such as can be provided by the assets of the pension fund or by any insured fund, and there shall be no liability or obligation on the part of the Company to make any further contributions to the trustee or insurance company in event of termination of the Plan. The officers, directors or shareholders of the Company shall not be liable for the payment of pension benefits or special allowances under the Plan. No liability for the payment of pension benefits or special allowances under the Plan shall be imposed upon the Company, except as otherwise may be required by The Pension Benefits Act of Ontario and Regulations issued thereunder.

#### **Section 2. Contributions**

**(a)** The Company, subject to Article VII, Section 1, shall make such contributions to the trustee or pay such premiums under any insured contract for the purposes of providing pensions and special allowances under the Plan as shall be

recommended by a Qualified Actuary (effective October 1, 1993) as required under accepted actuarial principles to maintain the Plan and pension or insured fund in a sound condition and shall pay for expenses incident to the operation and management of the Plan. Such contributions shall be made or such premiums shall be paid as required under The Pension Benefits Act of the Province of Ontario and Regulations issued thereunder, and within the period or periods of years prescribed under such Act and Regulations.

**(b)** The Company may charge to the fund certain expenses necessary for the proper administration of the Plan as follows:

(1) fees for trustee, actuarial, investment management and cheque writing services, and systems and programming services; and

(2) the direct cost of benefit administration performed by the Company for the Canadian Hourly-Rate Employees Pension Plan.

**(c)** No employee last hired prior to June 9, 2009 shall be required to make any contributions to the Plan. Effective January 1, 2010, employees hired on or after June 9, 2009 and prior to October 1, 2012 shall be required to contribute one dollar (\$1.00) for each hour compensated by the Company, up to a maximum of 1700 hours in a calendar year, to the Plan. Each hour of compensation will require a one dollar (\$1.00) contribution even though the employee may receive more than straight-time pay for that hour.

At the time an employee separates, the total value of the employee's contributions to the Plan together with Credited Interest thereon shall be determined. To the extent that such total value exceeds 50% of the commuted value of the employee's pension, such contributions shall be deemed to be excess contributions and shall be paid to the employee or the employee's spouse, beneficiary or estate, whoever is entitled to receive a benefit arising from the employee's participation in the Plan, in the form of a lump sum payment, or an employee or spouse entitled to receive the excess contributions may elect to transfer them to:

**(1)** a registered retirement savings plan;

- (2) the pension fund of another registered pension plan, if the administrator of that plan will accept the transfer;
- (3) an insurance company for the purchase of a life annuity, or
- (4) a retirement savings arrangement as otherwise prescribed by Applicable Pension Laws;

to the extent permitted under the Revenue Rules.

Effective September 28, 2020, no Employee shall be required to make any contributions to the Plan.

- (c) The Company shall have no right, title or interest in the contributions made by it to the trustee and no part of the pension or insured fund shall revert to the Company except that after satisfaction of all liabilities of the Plan as set forth in Article VII any excess remaining that otherwise would create benefits in excess of the maximum pension allowed by law may revert to the Company.

## **ARTICLE IV**

### **ADMINISTRATION**

#### **Section 1.**

The general administration of the Plan shall be vested exclusively in the Company.

#### **Section 2.**

**(a)** The Company shall have all such powers as may be necessary to carry out the provisions of the Plan except as the powers and duties of the Company may be modified by any collective bargaining agreement.

**(b)** Subject to the limitations of (a) above, the Company may from time to time establish rules for the administration of the Plan and the transaction of the Plan's business.

**(c)** In making any such determination or rule, the Company shall pursue uniform policies and shall not discriminate in favour of, or against, any employee or group of employees.

#### **Section 3.**

Each employee shall be furnished a written explanation of the terms and conditions of the Plan as they apply to the employee and of the rights and duties with reference to the benefits available to the employee thereunder.

#### **Section 4.**

**(a)** Subject to Applicable Pension Laws and pursuant to a written agreement, decree, order or judgment of a competent tribunal, a benefit payable under the Plan may be subject to execution, seizure or attachment in satisfaction of an order for support or maintenance or may be assigned to satisfy a division of matrimonial property.

**(b)** The determination of the benefit payable to a person under subsection (a) and the employee's remaining benefit entitlements shall be subject to Applicable Pension Laws and Revenue Rules.

**(c)** The employee's benefit entitlement shall be reduced to account for the value of any settlement made under subsection (a). Such reduction shall be determined in accordance with Applicable Pension Laws and Revenue Rules.

## **Section 5.**

The Company shall permit an employee, or such other person as is required to be permitted under Applicable Pension Laws, to inspect or make extracts from the Plan text and any other documents required to be made available under Applicable Pension Laws, at such time and places as may be required under Applicable Pension Laws.

## **Section 6.**

If the amount of the annual pension, calculated as a benefit payable at normal retirement date, plus the amount of annual amount of pension that could be provided by the employee's defined contribution account under Appendix M is less than 4 percent (4%) of the YMPE in the year of termination of employment, or if the commuted value of the annual pension, calculated as a benefit payable at normal retirement date plus the balance of the employee's defined contribution account under Appendix M is less than 20 percent (20%) of the YMPE in the year of termination of employment, then the employee will receive the lump sum Actuarial Equivalent of the pension plus the balance of the defined contribution account in lieu of any other payment. Such lump sum shall be paid in cash, subject to income tax withholding or the employee may direct payment of the lump sum into a registered retirement savings plan.

If, following the death of an employee, the amount of the annual survivor benefit payable to a spouse under Section 7(f) of Article I, or the surviving spouse benefit payable under Section 7 (h) or (i), plus in either case the amount of annual amount of pension that could be provided by the employee's defined contribution account under Appendix M, is less than 4 percent (4%) of the YMPE in the year of the employee's death, or if the commuted value of the spousal benefit plus the balance of the employee's defined contribution account is less than 20 percent (20%) of the YMPE in the year of death, then the spouse may elect to receive the lump sum Actuarial Equivalent of the pension plus the balance of the defined contribution account in lieu of any other payment. Such lump sum shall be paid in cash,

subject to income tax withholding or the spouse may direct payment of the lump sum into a registered retirement savings plan.

### **Section 7.**

The fiscal year of the Plan shall end on December 31 of each year.

### **Section 8.**

Notwithstanding the locking-in provisions of the Plan, if a former employee or retiree:

- (i) establishes that they have an illness or physical disability which is likely to shorten their life expectancy to less than two (2) years, as certified by a written statement from a qualified medical doctor licensed to practice in Canada;
- (ii) provides an application to the Company in the prescribed form;
- (iii) if married, provides written evidence of spousal consent to the Company in the form prescribed by the Applicable Pension Laws; and
- (iv) satisfies any other conditions prescribed by the Applicable Pension Laws, such former employee or retiree may elect to receive the commuted value of the employee's benefit as a lump sum transfer in cash, subject to income tax withholding or the employee may direct payment of the lump sum into a registered retirement savings plan or a registered retirement income fund.

## ARTICLE V

### PENSION BENEFITS AND SPECIAL ALLOWANCES

#### Section 1. Pension and Special Allowance Payments

(a) (1) Pensions and special allowances shall be paid monthly.

(2) Until the Plan is approved by the Shareholders, the benefits payable shall be only those determined by the Plan as constituted prior to September 24, 2023 and upon approval by the Shareholders any excess of the amounts of pension and special allowance, payable under the terms of this Plan, falling due for months commencing on or after September 24, 2023 over the amounts of pension and special allowance actually paid or payable for such months shall become payable on or as of the first of the month following the date upon which the Plan is approved by the Shareholders.

(3) The first monthly payment of an employee's pension other than for total and permanent disability or occupational disability shall be on the first day of the month following the month in which the employee actually retires. Thereafter, the pension shall be payable monthly if the employee is eligible to receive the same, but in no event will a pension be payable after the date of the employee's death.

(4) Total and permanent or occupational disability pensions shall be payable monthly during the continuance of such total and permanent or occupational disability and while the pensioner otherwise remains eligible for such benefits. Such benefits shall begin the later of:

(i) the first day of the month which includes the date the required proof of disability is received by the Company, or

(ii) the first day of the month which includes the date the employee has been continuously and totally disabled for a period of 5 months. Successive periods of absence due to the same disability as that upon which claim for total and permanent disability or occupational disability pension is based and aggregating at least five months will be considered the same as one continuous absence provided that the aggregate will not

include any such absence which precedes the last day at work by more than one year, or

(iii) the first day of the third month following the date the required proof of disability is received by the Company, or

(iv) the first day of the third month following determination by the impartial clinic that the employee is totally and permanently or occupationally disabled.

These subsections (iii) and (iv) shall not be applicable (a) if the employee dies prior to such date, or (b) where Extended Disability Benefits under the General Motors Canadian Group Life and Disability Insurance Program for Hourly-Rate Employees are less than the benefits payable under this Plan.

(5) A special allowance for an employee shall be payable in the manner provided in Section 9 of Article I.

(6) Pension and special allowance payments shall not be payable with respect to any period for which weekly sickness and accident benefits are payable to the employee under any plan to which the Company has contributed (not including any Extended Disability Benefits provided under the General Motors Canadian Group Life and Disability Insurance Program for Hourly-Rate Employees for disabilities commencing prior to January 1, 1974). If such sickness and accident benefits during any month are payable for a period of less than 4 1/3 weeks the sum of the monthly pension benefit and special allowance payable for that month shall be reduced by the percentage which such period of sickness and accident benefits is of 4 1/3 weeks.

(b) Any monthly pension benefit and special allowance which may be payable under this Plan shall be reduced by the amount of any Extended Disability Benefits which may be payable for the same month under the General Motors Canadian Group Life and Disability Insurance Program for Hourly-Rate Employees, provided, however, that such deduction shall not apply to disabilities commencing after December 31, 1973.

(c) In determining the monthly benefits payable under this Plan, a deduction shall be made unless prohibited by law, equivalent to all or any part of Workers' Compensation payable

to such employee by reason of any law of Canada, or any political subdivision thereof, which has been or shall be enacted, provided that such deductions shall be to the extent that such Workers' Compensation has been provided by premiums, taxes or other payments paid by or at the expense of the Company, except that no deduction shall be made for the following:

(1) Workers' Compensation payments specifically allocated for hospitalization or medical expense, fixed statutory payments for the loss of any bodily member, or 100% loss of use of any bodily member, or payments for loss of industrial vision.

(2) Workers' Compensation payments paid under a claim filed not later than two years after the breaking of seniority.

(d) A pensioner who is reemployed by the Company after age 65 shall continue to receive, during such reemployment, any monthly pension benefits to which the pensioner might otherwise be entitled. The pensioner shall not accrue any additional credited service as a result of such employment and the monthly pension benefits of such pensioner shall not be adjusted in any way with regard to such employment upon subsequent cessation of active service. This subsection (d) is not applicable to a disability pensioner who recovers and returns to work, provision for whom is made in Article I, Section 3(d) and Article II, Section 5(c).

(e) In the event that it shall be found that any pensioner or surviving spouse to whom a pension or survivor benefit is payable is unable to care for the affairs of such pensioner or surviving spouse because of illness or accident any monthly pension payment and special allowance or survivor benefit due (unless prior claim therefor shall have been made by a duly qualified guardian or other legal representative) may be paid to the spouse, parent, brother, sister or other person or party (including private or public institutions) deemed by the Company to have incurred expense for such pensioner otherwise entitled to payment. Any such payment shall be a payment for the account of the pensioner and shall be a complete discharge of any liability of the Plan therefore.

(f) No heirs or personal representatives of a deceased pensioner shall have any claim to a pension or special allowance

payable to such pensioner except such as is payable on or before the date of death.

## **Section 2.     Retention of Deferred Pension If Separated**

**(a)** Any employee who loses accumulated credited service under the provisions of Article II, Section 4 shall be eligible for a deferred pension if such employee has not attained age 55 and is not retired and eligible for pension benefits pursuant to Article I.

**(b)** The monthly amount of such deferred pension for an employee hired before October 1, 2012 and breaking seniority on or after the dates referenced below in the table shall be a basic benefit for each year of credited service that the employee had when the employee broke seniority, determined by the applicable Benefit Class Code set forth in the table immediately following:

<b>Date Seniority Broke</b>	<b>Benefit Class Code</b>	<b>Basic Benefit Rate</b>
		\$
October 1, 2012	A	68.00
	B	68.25
	C	68.50
	D	81.00
<u>January 1, 2024</u>	<u>A</u>	<u>73.60</u>
	<u>B</u>	<u>73.85</u>
	<u>C</u>	<u>74.10</u>
	<u>D</u>	<u>87.60</u>

**(c)** A former employee who is eligible for a deferred pension may at the election of such former employee receive:

**(1)** a monthly pension commencing on or after age 65 determined in accordance with subsection (b) of this Section 2,

**(2)** a monthly pension commencing after age 55 and prior to age 65 determined in accordance with subsection (b) of this Section 2, such pension being reduced as provided in Section 4(a)(2) of Article I at the date the deferred pension commences, or

(3) a transfer of the commuted value of the deferred pension to:

(i) the pension fund of another registered pension plan, if the administrator of the plan agrees to accept the transfer; or

(ii) an insurance company for the purchase of a life annuity that will not commence prior to age 55 or later than the end of the calendar year in which the former employee attains age 71, effective January 1, 2007, or any such other age required under Revenue Rules; or

(iii) a retirement savings arrangement as otherwise prescribed by Applicable Pension Laws and Revenue Rules.

Notwithstanding anything to the contrary contained herein, the amount transferred pursuant to this subsection may not exceed the maximum amount specified by Revenue Rules in the Income Tax Act of Canada. Any portion of the commuted value that exceeds such maximum shall be paid to the employee in a lump sum.

(d) The deferred pension shall be payable commencing the later of the first day of the month following the month (i) in which such employee attains age 55, or (ii) during which the Company receives a written request from such former employee; provided that such written request shall be valid and effective only if it is filed with the Company not earlier than 90 days prior to the employee's 55th birthday and not later than the employee's 69th birthday (effective January 1, 2007 the end of the calendar year in which the employee attains age 71, or such other age as required by Revenue Rules), except that the requirement to file such written request not later than the 69th birthday (effective January 1, 2007 the end of the calendar year in which the employee attains age 71, or such other age as required by Revenue Rules), shall not apply to any deferred pension related to credited service accrued subsequent to December 31, 1964, if any, and if a former employee files such written request later than the employee's 69th birthday (effective January 1, 2007 the end of the calendar year in which the employee attains age 71, or such other age as required by Revenue Rules), only credited service accrued subsequent to December 31, 1964 shall be used in calculating the monthly amount of such deferred pension. If a former employee files

such written request later than the employee's 65th birthday, the Company shall make a retroactive payment of deferred pension benefits, based on credited service accrued subsequent to December 31, 1964, for each month after the month in which the former employee attained age 65 up to and including the month in which the Company receives such written request from such former employee.

**(e)** If, prior to the transfer of the commuted value or commencement of deferred pension benefits prior to October 1, 2016, an employee is reemployed by the Company and: (1) acquires seniority, or (2) is reemployed by, and works for, the Company at the plant where the employee worked immediately prior to the loss of credited service, or (3) dies after having qualified for a deferred pension in accordance with this Section 2, in lieu of the deferred pension or transfer of the commuted value, such employee shall have reinstated the credited service in effect when such deferred pension was granted; provided that if an employee with 10 or more years of credited service

**(i)** is reemployed by, and works for, the Company within 36 months of the date credited service was lost under Article II, Section 4, and

**(ii)** becomes disabled while employed by the Company prior to acquiring 5 months of seniority, and such disability is continuous for a period of 5 months during which the employee makes proper application and submits medical evidence satisfactory to the Company, referenced in Section 3(b) and (c) of Article I, from a medical doctor licensed to practice in a province of Canada that the employee is totally and permanently disabled or occupationally disabled, as applicable, as set forth in Section 3 of Article I, the employee will be deemed eligible for a disability pension under Section 3 of Article I, and such pension will be payable pursuant to Section 1 of Article V, as though the employee had been an employee with seniority throughout such disability period.

**(f)** A former employee who is eligible for a deferred pension has not applied by the 90th day prior to the date of attaining age 55, a notice will be sent to the former employee's last known address informing the former employee of the right to apply for a deferred pension.

### **Section 3. Non-Alienation of Benefits**

The pension fund shall not in any manner be liable for or subject to the debts or liability of any employee, separated employee, retired employee, pensioner or surviving spouse. No right, benefit, pension or special allowance at any time under the Plan shall be subject in any manner to alienation, sale, transfer, assignment, pledge, encumbrances, charge, anticipation or surrender of any kind nor may such right, benefit, pension or special allowance be given as security of any kind. If any person shall attempt to, or shall, alienate, sell, transfer, assign, pledge, charge, anticipate, surrender, give as security or otherwise encumber that person's accrued rights, benefits, pensions or special allowances under the Plan or any part thereof, or if by reason of bankruptcy or other event happening at any time such benefits would otherwise be received or enjoyed by anyone else, the Company in its discretion may terminate the interest of such employee, pensioner or surviving spouse in any such benefit and instruct the trustee to hold or apply it to or for the benefit of such employee, pensioner or surviving spouse, their spouse, children or other dependents, or any of them as the Company may instruct; provided, however, that any pensioner, or surviving spouse, entitled to a monthly benefit under the Plan:

**(a)** who elects F coverage made available under the ASR Health Care Trust for Hourly-Rate Employees may, insofar as it is consistent with the regulations governing the plans providing such coverage, participate in such coverage and have deducted from the monthly pension and any special allowance, if the monthly pension shall be insufficient, pursuant to written authorization and direction acceptable to the Company, the required contributions for such coverage.

**(b)** who elects optional or dependent group life insurance coverage made available under the General Motors Canadian Group Life and Disability Insurance Program for Hourly-Rate Employees may have deducted from the monthly pension, pursuant to written authorization and direction, acceptable to the Company, the required contribution for such coverage.

Notwithstanding anything in this Plan, however, any pensioner or former employee entitled to receive a basic pension, supplementary pension or special allowance may authorize in writing that any outstanding overpayment received under any

Company benefit plan or program be repaid to such respective plan or program by withholding not less than forty dollars (\$40.00) but in no event more than 10% of the monthly benefit until such overpayment is recovered.

## **ARTICLE VI**

### **MISCELLANEOUS PROVISIONS**

#### **Section 1. No Enlargement of Employment Rights**

The Company's rights to discipline or discharge employees shall not be affected by reason of any of the provisions of the Plan.

#### **Section 2. The Financial Services Regulatory Authority of Ontario and Minister of National Revenue Approvals**

This Plan as amended is contingent upon and subject to obtaining and retaining the approval of The Financial Services Regulatory Authority of Ontario for registration of the Plan under Applicable Pension Laws and the approval of the Minister of National Revenue for registration of the Plan under Revenue Rules in order to establish the deductibility for income tax purposes of any and all contributions made by the Company and the tax exempt status of any income earned in the pension trust. Any modification or amendment of the Plan may be made retroactively, if necessary or appropriate, to qualify or maintain the Plan as a plan and trust meeting the requirements of the Applicable Pension Laws and Revenue Rules, as now in effect or hereafter amended or adopted.

#### **Section 3. Company Directors and Shareholders Approval**

Continuation of the Plan as amended in 2020 is contingent upon obtaining the approval of the Company's Board of Directors and Shareholders, not later than April 1, 2021.

## **ARTICLE VII**

### **AMENDMENT AND TERMINATION**

#### **Section 1.      Amendment**

The Company reserves and shall have the right at any time and from time to time by action of its Board of Directors to modify or amend in whole or in part any or all of the provisions of the Plan, provided however that, except as may be required by The Financial Services Regulatory Authority of Ontario or by the Minister of National Revenue for the purpose of meeting the conditions for qualification and tax deduction under applicable tax laws, no modification or amendment of any of the provisions of the Plan or its operation may be made if, by reason of such modification or amendment, any employee or pensioner would be deprived without their consent of the benefits then accrued in respect of such employee or pensioner to which, apart from such modification or amendment, the employee or pensioner would be entitled under the Plan. None of the assets of the Trust Fund shall by reason of any such modification or amendment be used for or diverted to any purpose other than for the exclusive benefit of employees, separated employees or pensioners. No such modification or amendment shall be such as to cause the main purpose of the Plan to be other than the provisions of pensions or retirement benefits.

No such amendment or modification shall operate to recapture for the Company any contributions previously made to the trustee or insurance company under the Plan.

#### **Section 2.      Termination of Plan**

If the Company terminates the Plan in whole or in part, all employees affected by such partial or complete termination of the Plan shall be immediately and unconditionally vested in their benefits accrued for credited service to the date of such termination. Any Company contributions made after such termination for the benefit of the employees affected by such termination for the duration of any collective bargaining agreement shall be segregated by the trustee as a separate fund or funds for disposition on behalf of such employees as hereinafter provided. In addition, trust fund assets otherwise held by the trustee shall be allocated for such employees, including any balance in the fund attributable to the special

allowances and subject to provision for expenses of administration or liquidation.

Provided that such allocation is approved by the Financial Services Regulatory Authority of Ontario and/or any other government authority having jurisdiction over the Plan before any payments are made, the allocated assets shall be used for the following pension purposes and in the following manner and order to the extent of the sufficiency of such assets:

**(a)** to provide the monthly basic pensions for life to all persons who are receiving pensions at the date of termination without allowance for future increases in the basic rates;

**(b)** to provide an immediate or deferred life annuity equal to the accrued monthly basic benefits without allowance for future increases in the basic rates for each employee or former employee entitled to a deferred vested pension whose combined years of age and years of credited service, each calculated to the number of completed months, is at least 55 years;

**(c)** to provide deferred life annuities equal to the accrued monthly basic benefits without allowance for future increases in the basic rates to all other persons entitled to deferred vested pensions;

**(d)** to provide immediate temporary monthly supplementary pensions without allowance for future increases in such supplements to all retirees currently receiving such payments;

**(e)** to provide deferred temporary monthly supplementary pensions without allowance for future increases in such supplements to each active employee who has completed at least 10 years of credited service at date of termination and whose combined years of credited service and age, each calculated to the number of completed months, is at least 55 years;

**(f)** to provide special allowances to all current retirees receiving special allowances at the date of plan termination without allowance for future increases in such special allowances;

**(g)** to provide special allowances to all active employees who have completed 30 years of credited service at the date of plan termination without allowance for future increases in such special allowances;

**(h)** to provide for future increases in the amounts payable under the foregoing categories in the same order of priority to the extent such increases are already provided for under the Plan.

Anything in the Plan to the contrary notwithstanding, it shall be impossible at any time prior to the satisfaction of all liabilities with respect to employees under the Plan for any part of the corpus or income of the Pension Fund to be used for, or diverted to, purposes other than the exclusive benefit of employees. The portion of any excess remaining after the satisfaction of these liabilities that otherwise would create benefits in excess of the maximum pension allowed under Paragraph 9(g) of Information Circular 72-13R8, dated December 16, 1988 issued by the Department of National Revenue, Taxation shall be returned to the Company.

If the funds remaining for any category are not sufficient to provide full benefits within such category, the funds available for such category shall be allocated among the members of such category in the same proportion that the actuarial value of the benefits for each member of the category bears to the total actuarial value for all benefits for all members within such category.

The allocation of the amounts for basic pension shall be based on immediate or deferred life annuity values including an allowance for a joint and survivor option if such an option is in effect or the member has a spouse at the date of plan termination.

The allocation of the amounts for supplementary pensions and special allowances shall be based on immediate or deferred temporary life annuity values without death benefits.

The allocation referred to in this Section 2 when determined by the actuary and trustee, may be implemented through the continuance of the existing trust fund or through a new trust instrument for that purpose or through the purchase by the trustee of insurance company annuity contracts or by Government annuities or by the transfer of the commuted value

of the benefits to any of the vehicles listed in subparagraphs (i) to (iv) of Section 2(c)(3) of Article V or by a combination of these media. If subject to the requirements of the Revenue Rules and The Pension Benefits Act of Ontario, the allocations produce a pension less than the amount prescribed under the Applicable Pension Laws for any person, the trustee may pay in lieu of a pension or a locked-in transfer under Section 2(c)(3) of Article V, a lump sum of equivalent actuarial value.

## **ARTICLE VIII**

### **DEFINITIONS**

#### **1. Actuarial Equivalent**

The term "Actuarial(ly) Equivalent" shall mean a benefit of equivalent value but of different form of payment to a specified benefit, as determined on a basis of calculation pursuant to the advice of the Qualified Actuary, in accordance with Applicable Pension Laws and Revenue Rules and in effect on the date such determination is being made.

#### **2. Applicable Pension Laws**

"Applicable Pension Laws" shall mean the Pension Benefits Act of Ontario and any regulation pursuant thereto and any amendments or substitutes therefor, as well as any similar statute applicable in a particular circumstance and any regulation pursuant thereto adopted by the federal or any provincial government.

#### **3. Basic Benefit**

The term "Basic Benefit" shall mean the monthly benefit payable under the Plan for the lifetime of a retired or separated employee after age 65, including a benefit reduced by a percentage because of early retirement. The term "basic benefit" shall not include any supplementary pension benefit or special allowance payable under the Plan.

#### **4. Beneficiary**

"Beneficiary" shall mean a person who has been designated by an employee or former employee to receive pre-retirement death benefits that are not payable to a spouse.

#### **5. Best Average Earnings**

The term "Best Average Earnings" shall mean the highest average compensation, including all forms of cash remuneration, received from the Company, indexed to the year of benefit commencement, as defined under Revenue Rules.

## **6. Company**

A particular directly or indirectly owned Canadian subsidiary company of General Motors Company which has adopted the Plan.

## **7. Credited Interest**

The term “Credited Interest” shall mean interest compounded annually from the first day of the month following the month in which the required contributions were made to the date of computation at a rate equal to the average of the value reported for CANSIM series V80691336 or its future equivalent on the last Wednesday of each month for the preceding calendar year.

## **8. Credited Service**

The sum of the number of years, or fractions thereof, of service prior to December 1, 1950 credited pursuant to Section 1 of Article II; plus the number of years, or fractions thereof, of service subsequent to December 1, 1950 credited pursuant to Section 2 of Article II.

## **9. Effective Date of Plan and Amendments**

(Plan) December 1, 1950  
(1st Amendments) March 1, 1956  
(2nd Amendments) November 1, 1958  
(3rd Amendments) November 1, 1961  
(4th Amendments) November 1, 1964  
(5th Amendments) November 1, 1967  
(6th Amendments) September 1, 1970  
(7th Amendments) September 1, 1973  
(8th Amendments) September 1, 1976  
(9th Amendments) September 1, 1979  
(10th Amendments) September 1, 1982  
(11th Amendments) September 1, 1984  
(12th Amendments) September 1, 1987  
(13th Amendments) September 1, 1993  
(14th Amendments) September 1, 1999  
(15th Amendments) September 1, 2005  
(16th Amendments) October 1, 2008/October 1, 2009  
(17th Amendments) October 1, 2012  
(18th Amendments) October 1, 2016  
(19th Amendments) August 1, 2019  
(20th Amendments) October 1, 2020

**10. Employee**

**(a)** Any person regularly employed by the Company in Canada on an hourly-rate basis, including:

(1) hourly-rate persons employed on a full-time basis, prior to September 20, 2016, excluding those employees hired as Supplemental Workforce Employees (SWE) under the terms of a Local Agreement;

(2) General Motors Institute students and students from other educational institutions who are enrolled in cooperative training courses on hourly rate;

(3) part-time hourly-rate employees who, on a regular and continuing basis, perform jobs having definitely established working hours, but the complete performance of which requires fewer hours of work than the regular work week, provided the employee works a minimum of 700 hours, or has earnings equaling at least 35 percent of the YMPE in each of two consecutive calendar years.

**(b)** The term "employee" shall not include:

(1) temporary employees

(2) employees represented by a labour organization which has not signed an agreement making this Plan applicable to such employees; or

(3) any employee hired as Temporary Part-Time employees under the terms of a Local Agreement

**11. Estimated Statutory Benefit**

The term "estimated statutory benefit" shall mean the maximum amount of Canada or Quebec Pension Plan disability benefit payable as if the employee had been in full time active employment with the Company from January 1, 1966 to the date of retirement.

## **12. Normal Retirement Date**

The term "Normal Retirement Date" means the date when the employee reaches age 65, and normal retirement age has a corresponding meaning.

## **13. Qualified Actuary**

The term "Qualified Actuary" shall mean an independent individual actuary who is a Fellow of the Canadian Institute of Actuaries or a firm of independent actuaries at least one of whose members is so qualified, retained by the Company for the purpose of providing the actuarial services required under the Plan and this Agreement.

## **14. Revenue Rules**

The term "Revenue Rules" shall mean the provisions of the Income Tax Act (Canada), and any regulation or rule made thereunder, pertaining to pension plans or funds registered under the Income Tax Act (Canada), as they are applicable to the Plan.

## **15. Seniority**

Seniority means the period following the most recent date of hire by the Company and subsequent to which there has been no loss of credited service (as loss of credited service is defined in the Plan), or if the employee is represented under a collective bargaining agreement seniority will be as defined in such agreement.

## **16. Spouse**

The term "spouse" shall mean the person to whom the Employee is legally married if not living separate and apart; or means a person of the opposite sex, or effective October 19, 1999 a person of the same sex, who is, and who has been living with the employee in a conjugal relationship: (1) for an immediately preceding continuous period of at least one year, or (2) of some permanence, if they are the natural or adoptive parents of a child, both as defined in the Family Law Act.

In the absence of actual notice to the contrary, the Company shall make payment in accordance with information provided by the employee. If there is a dispute as to whether a person is

a spouse, or where two or more persons make adverse claims in respect of a benefit, or where a person makes a claim that is inconsistent with information provided by the employee, the Company may require the person(s) to obtain a court direction or may seek an interpleader order.

## **17. Statutory Benefit**

The term "statutory benefit" as used in this Plan shall mean any disability benefit which an employee or pensioner is entitled to receive under the Canada Pension Plan or Quebec Pension Plan, determined on the basis of the amount of such benefit as of the date of retirement.

For the purpose of this Plan, the amount of such statutory benefit shall be the amount that such employee or pensioner shall be eligible to receive even though the employee or pensioner either does not apply for or loses part or all of such statutory benefit through delay in applying for such benefit, by earnings while eligible for such benefit, or otherwise.

## **18. Trustee or Insurance Company**

The trust or insurance company or companies or any combination thereof designated by a trust agreement or contract as provided in the Plan.

## **19. Trust Fund; Pension Fund; Insured Fund**

The General Motors Canadian Hourly-Rate Employees Pension Plan fund established by payments made by the Company in accordance with Article III herein. Such fund shall be comprised of either a trust fund or insured fund, or a combination thereof.

## **20. YMPE**

"YMPE" shall mean the Year's Maximum Pensionable Earnings established each year under the Canada Pension Plan as may be amended from time to time or under any superseding legislation.

## APPENDIX A

### CANADIAN HOURLY-RATE EMPLOYEES PENSION PLAN

A Benefit Class Code for the sole purpose of this Plan is hereby established for each employee hired before October 1, 2012 and each job classification in effect on September 24, 2023, on the basis of the maximum base hourly rate applicable to the job classification on that date, as follows:

	<b>For Job Classifications Having a Maximum Base Hourly Rate of</b>	<b>Benefit Class Code</b>
On or after <u>September 24, 2023</u> but prior to <u>September 22, 2024</u>	Less than <u>\$42.09</u> <u>\$42.09</u> but less than <u>\$42.39</u> <u>\$42.39</u> but less than <u>\$44.46</u> <u>\$44.46</u> and over	A B C D
On or after <u>September 22, 2024</u> but prior to <u>September 21, 2025</u>	Less than <u>\$42.93</u> <u>\$42.93</u> but less than <u>\$43.24</u> <u>\$43.24</u> but less than <u>\$45.35</u> <u>\$45.35</u> and over	A B C D
On or after <u>September 21,</u> <u>2025, but prior to</u> <u>September 21,</u> <u>2026</u>	Less than <u>\$44.22</u> <u>\$44.22</u> but less than <u>\$44.52</u> <u>\$44.52</u> but less than <u>\$46.71</u> <u>\$46.71</u> and over	A B C D

**(1)** The Benefit Class Code applicable to an employee is the Benefit Class Code for the job classification held by the employee for the greatest number of calendar days during the 24 consecutive months immediately preceding the employee's last day worked.

**(1.1)** Notwithstanding (1) above, an employee who:

- (a) as of September 20, 2012, is either working in a skilled trades position or is laid off from a skilled trades position but still retains recall rights to that position;
- (b) takes a production position with a lower base hourly rate and waives recall rights to the employee's trade; and
- (c) retires no later than September 19, 2016;

shall be deemed to continue to be eligible for Benefit Class Code D, and if the employee is not entitled to Benefit Class Code D at the time the employee takes a production position then the employee shall be eligible for Benefit Class Code D after working at least one (1) year in the production position.

**(1.2)** Notwithstanding (1) above, an employee hired prior to October 1, 2012 who retires on or after October 1, 2016 directly from a leave taken to work for the Union in the position of Unifor Local Union President or Unifor Local Union Financial Secretary, as defined under paragraph 70 of the 2016 Master Agreement, who has held one or more of these elected positions for a minimum of twenty-four (24) consecutive months immediately preceding the employee's retirement date will be eligible for Benefit Class Code D.

**(1.3)** Notwithstanding (1) above, those employees who hold the position of Benefits Representative at Unifor Local 222 on September 19, 2016 and who retire on or after October 1, 2016 directly from the Benefits Representative position will be eligible for Benefit Class Code D.

**(1.4)** Notwithstanding (1) above, the employee who held the position of Unifor Local Union Financial Secretary at Local 199 on June 30, 2016 and who retires on or after September 19, 2016 directly from a leave taken to work for Unifor Local Union 199 will be eligible for a Benefit Class Code D.

**(1.5)** Notwithstanding (1) above, an employee hired prior to October 1, 2012 who retires on or after October 1, 2016 directly from the position of GM-Unifor National Health & Safety Coordinator, GM-Unifor Employment Equity Coordinator, GM-Unifor National Training Coordinator, GM-Unifor National Organizing Coordinator, GM-Unifor National Ergonomics Coordinator, or GM-Unifor National Skilled Trades Coordinator who has held one or more of these elected positions for a minimum of twenty-four (24) consecutive months immediately preceding the employee's retirement date will be eligible for Benefit Class Code D.

**(1.6)** Notwithstanding (1) above, the employee who held the position of GM-Unifor Coordinator as appointed on Monday January 11, 2016 and who retires on or after October 1, 2016 directly from the position will be eligible for Benefit Class Code D.

**(1.7)** Notwithstanding (1) above, an employee who held the position of President of CAW Local 222 between June 1, 2004 and February 1, 2013, and who retires on or after March 1, 2013 after commencing a leave of absence to work for Unifor National Union will be eligible for Benefit Class Code D.

**(1.8)** Notwithstanding (1) above, the employee who:

- (a) held the position of President of CAW Local 222 between July 1, 1996 and June 1, 2004; and
- (b) retires on or after October 1, 2016 directly from a leave of absence to work for the Unifor National Union; shall be eligible for a Benefit Class Code D.

**(1.9)** Notwithstanding (1) above, the employee who:

- (a) held the position of GM/Unifor National Benefits Coordinator beginning April 1, 2008 until the position was eliminated effective September 28, 2020, meeting the twenty-four (24) consecutive month condition listed in (1.5); and
- (b) retires on or after October 1, 2023 directly from a leave of absence to work for the Unifor National Union will be eligible for a Benefit Class Code D.

**(2.0)** Notwithstanding (1) above, the employee who:

- (a) held the position of Plant Chairperson at Unifor Local 199 for the period June 1, 2013 to June 28, 2021; and
- (b) retires on or after October 1, 2023 directly from a leave of absence to work for the Unifor National Union will be eligible for a Benefit Class Code D.

**(2)** The Benefit Class Code to be established for any new job classification put into effect after September 24, 2023 shall be whichever Benefit Class Code is applicable to other job classifications having the same maximum base hourly rate on the date that such new job classification is put into effect. With respect to a job classification that was obsolete as of September 24, 2023, a hypothetical maximum base hourly rate applicable thereto shall be determined by increasing the maximum base hourly rate for that job classification at the time of its discontinuance to the extent necessary so as to give effect to general wage increases (including cost-of-living allowance transfers) that have occurred since such discontinuance, and the Benefit Class Code for such classification so derived shall be whichever Benefit Class Code herein is applicable to other job

classifications having the same maximum base hourly rate on that date.

**(3)** For purposes hereof, the maximum base hourly rate of a job classification paid on a day-work basis at any plant or facility shall be the maximum straight-time hourly rate for that job classification at such plant or facility (excluding any cost-of-living allowance and premiums).

## **APPENDIX B**

### **STANDARDS FOR APPLICATION OF PROVISIONS REGARDING RETIREMENT AT THE OPTION OF THE COMPANY OR UNDER MUTUALLY SATISFACTORY CONDITIONS**

#### **THE GENERAL MOTORS CANADIAN HOURLY-RATE EMPLOYEES PENSION PLAN**

Article I, Section 2(b) of The General Motors Canadian Hourly-Rate Employees Pension Plan provides that an employee may be retired early at the option of the Company or under mutually satisfactory conditions providing the employee is otherwise eligible. In either case, the following standards have been adopted by the Company as a guide in the application of these provisions.

#### **Standards**

##### **A. An employee who is unable to work efficiently by reason of permanent disability:**

The retirement must be in the best interest of the Company. It is also intended to benefit employees who are unable to work efficiently by reason of permanent disability. It contemplates that the efficiency of operation will be improved by reason of the retirement which may be the case in any of the following situations:

(1) The employee is no longer physically or mentally capable of performing the employee's work in an efficient and satisfactory manner.

(2) The employee, though still capable of performing their work satisfactorily, is prevented by chronic physical illness or physical disability (less than total) from working regularly to the extent that efficiency of operation is interfered with.

(3) The employee's condition, based on medical evidence satisfactory to the Company, is such that, although able to perform the duties of their job efficiently and satisfactorily, the employee would thereby be jeopardizing their health or that of fellow employees.

**(4)** The employee is on disability leave or is laid off because the employee is unable to do the work offered by the Company efficiently and satisfactorily although able to perform efficiently and satisfactorily other work in the plant to which the employee would have been entitled if the employee had had sufficient seniority, and the employee's condition, based on medical evidence satisfactory to the Company, is expected to be continuous until their normal retirement age.

**B. An employee who is laid off:**

Retirement at age 55 or later at the option of the Company or under mutually satisfactory conditions will also be available to an employee who is laid off,

**(i)** as a result of a plant closing or discontinuance of operations, or

**(ii)** whose layoff appears to be permanent,

and in either case has not been offered suitable work by the Company in the same labour market area.

The monthly pension of an employee payable under this Section shall be based on the benefit amount that is assigned to the Benefit Class Code, as provided in Appendix A, at the date the employee's seniority ceased.

In the event that such former employee dies before attaining age 55, the former employee's surviving spouse will begin receiving surviving spouse benefits from the Plan commencing on the date the employee would have attained age 55. The benefit payable to the surviving spouse will be calculated as if the employee had retired on that date, pursuant to Section 2(b) of Article I, having made an election under Section 7(a) of Article I and died immediately thereafter.

If the commuted value of the surviving spouse benefit determined in this subsection is less than the commuted value of the deceased employee's vested Basic Benefit, the Plan will make a lump sum payment to the surviving spouse equal to the difference in commuted values.

## APPENDIX C

### PROVISIONS REGARDING EMPLOYEES INVOLVED IN THE SALE OF THE OSHAWA FABRICATION OPERATION AND THE WINDSOR TRIM OPERATION

#### THE GENERAL MOTORS CANADIAN HOURLY-RATE EMPLOYEES PENSION PLAN

The provisions of this Appendix shall apply to each employee who was employed at the Oshawa Fabrication and Windsor Trim operations on the day prior to the Closing Date and who becomes an employee of the Purchaser as a result of such sale transaction (the "Transferred Employees"). This Appendix contains the special provisions which apply to such employees effective January 1, 1997. The regular provisions of the Plan shall apply to the Transferred Employees except to the extent that they are modified by this Appendix.

#### A. Definitions

**"Agreement of Purchase and Sale"** means the agreement between the Company and the Purchaser regarding the sale and purchase of the Oshawa Fabrication and Windsor Trim operations.

**"Benefit Amount Credited Service"** means the credited service determined pursuant to paragraph B below for purposes of determining the amount of any benefit under the Plan.

**"Closing Date"** means December 31, 1996.

**"Eligibility Credited Service"** means the credited service determined pursuant to paragraph B for purposes of determining eligibility for benefits under the Plan.

**"Purchaser"** means the Purchaser of the Oshawa Fabrication and Windsor Trim operations, or any successor purchaser.

**"Purchaser's Hourly-Rate Plan"** means the Purchaser's Canadian Hourly- Rate Employees Pension Plan.

**“Transferred Employee”** means an employee of the Company engaged at the Oshawa Fabrication or Windsor Trim operation who becomes an employee of the Purchaser as a result of the sale of the Oshawa Fabrication and Windsor Trim operations.

## **B. Recognition of Employment with the Purchaser for Eligibility**

A Transferred Employee’s credited service under the Plan shall include the period of the Transferred Employee’s unbroken employment with the Purchaser after the Closing Date as if seniority was not broken by the transfer of employment to the Purchaser. Such credited service shall be called “Eligibility Credited Service” for purposes of this Appendix. Such credited service after the Closing Date shall count only for purposes of determining eligibility for benefits under the Plan. The Eligibility Credited Service of a Transferred Employee shall be broken when the Transferred Employee quits employment with the Purchaser, is discharged by the Purchaser, or when seniority with the Purchaser is broken for any other reason, except as provided by Paragraph E or F below.

The credited service of the Transferred Employee for purposes of determining the amount of any benefit under the Plan shall be equal to the credited service accrued under the Plan when employment was transferred to the Purchaser and such credited service shall be called “Benefit Amount Credited Service” for purposes of this Appendix.

## **C. Live Benefit Rates on Break in Service**

The benefit entitlement of a Transferred Employee under the Plan shall be determined when the Transferred Employee is considered to break Eligibility Credited Service pursuant to paragraph B above and shall be determined under the relevant provisions of the Plan, depending on whether the break in Eligibility Credited Service results from retirement, termination prior to retirement or death. The monthly amount of the basic benefit (and supplementary pension and/or special allowance, if applicable) shall be calculated using the applicable benefit rates in effect under the terms of the Plan when the Transferred Employee is considered to break Eligibility Credited Service and the Transferred Employee’s Benefit Class Code shall be determined taking into account the base hourly rate of the Transferred Employee at that time, provided such Benefit Class

Code is not inferior to the Transferred Employee's Benefit Class Code at Closing Date.

#### **D. Co-ordination of Supplementary Pension and Special Allowance**

A Transferred Employee who meets the requirements for a supplementary pension under Article I, Section 5 when they are considered to break Eligibility Credited Service is entitled to receive a supplementary pension under the Plan. The amount of such supplementary pension shall equal the applicable supplementary pension rate under Article I, Section 5 in effect at the time they are considered to break Eligibility Credited Service, multiplied by the sum of the Transferred Employee's Benefit Amount Credited Service and credited service under the Purchaser's Hourly-Rate Plan (not exceeding 30) and further multiplied by the ratio of the Transferred Employee's Benefit Amount Credited Service to the sum of the Benefit Amount Credited Service and the credited service under the Purchaser's Hourly-Rate Plan.

A Transferred Employee who meets the requirements for a special allowance under Article I, Section 9 when they are considered to break Eligibility Credited Service is entitled to receive a special allowance under the Plan. The amount of such special allowance shall be calculated using as a "Total Monthly Benefit Rate for Determining Monthly Special Allowance", the applicable amount under Article I, Section 9 in effect at the time they are considered to break Eligibility Credited Service, multiplied by the ratio of the Transferred Employee's Benefit Amount Credited Service to the sum of the Benefit Amount Credited Service and the credited service under the Purchaser's Hourly-Rate Plan.

#### **E. Pre-10/99 Retirees**

If a Transferred Employee terminates employment with the Purchaser prior to October 1, 1999, if the Transferred Employee would have been eligible to elect to retire under the Plan on the Closing Date and if the Transferred Employee elects to retire under the Plan at the time that the Transferred Employee terminates employment with the Purchaser then the Plan will recognize the credited service accumulated under the Purchaser's Hourly-Rate Plan for purposes of determining the amount of any benefit payable under the Plan provided that the recognition of such credited service is conditional on a transfer

of assets from the Purchaser's Hourly-Rate Plan to the Plan pursuant to the terms of the Agreement of Purchase and Sale.

#### **F. Pre-10/99 Returnees**

If a Transferred Employee is returned to employment with the Company prior to October 1, 1999 as permitted under the terms of the Agreement of Purchase and Sale then the Plan will recognize the credited service accumulated under the Purchaser's Hourly-Rate Plan for purposes of determining the amount of any benefit payable under the Plan provided that the recognition of such credited service is conditional on a transfer of assets from the Purchaser's Hourly-Rate Plan to the Plan pursuant to the terms of the Agreement of Purchase and Sale.

#### **G. Discontinuance of Pension on Re-Employment**

To the extent permitted by applicable law, if a former Transferred Employee who is receiving a monthly pension under the terms of the Plan is re-employed by either the Company or the Purchaser on a regular, contract or other basis then payment of the Transferred Employee's benefits under the Plan shall be suspended and remain discontinued until the former Transferred Employee subsequently ceases such period of re-employment.

## APPENDIX D

### MANITOBA EMPLOYEES

The provisions of this Appendix shall apply to any employee as defined in Article VIII, (without the exclusion contained in subsection (b)(2) of that definition) who is not represented by the Union and who retires, dies or otherwise loses accumulated credited service under the provisions of Article II, Section 4 while the employee's participation in the Plan is governed by the Pension Benefits Act, C.C.S.M., c.P32 (the "Act"). The regular provisions of the Plan shall apply to such employee except to the extent that such provisions are modified by this Appendix.

#### **(1) Spouse**

In lieu of the first paragraph of the definition of Spouse in Article VIII. the term "spouse" shall mean a person who:

- (a) is married to the employee;
- (b) is not married to the employee, who is cohabiting with the employee at the relevant time and who has cohabited with the employee in a conjugal relationship for a period of not less than one year; or
- (c) a person who, with the employee, registered a common-law relationship under section 13.1 of the *Vital Statistics Act* and who was cohabiting with the employee at the relevant time.

#### **(2) Form of Pre-Retirement Death Benefit**

Notwithstanding the provisions of Article I, Section 7(h) and 7(i), a surviving spouse entitled to receive a death benefit under the provisions of those Sections may not receive the benefit in cash but shall receive such benefit as a monthly pension or the spouse may, subject to the Act, elect to transfer the value of such benefit to one of the alternatives set out in Article V, Section 2(c)(3).

#### **(3) Unlocking for Non-Resident Employee**

Notwithstanding Article V, Section 2(c)(3) and the locking-in provisions of the Plan:

- (a) an employee who terminates service or loses credited service and who is entitled to elect a transfer of commuted value pursuant to Article I, Section 13 or Article V, Section 2(c)(3); or

(b) a spouse who is entitled a monthly pre-retirement death benefit under the provisions of Article I, Section 7(h), or a lump sum death benefit under the provisions of Article I, Section 7(i), or a transfer of an interest in an employee's benefit under the plan pursuant to Article IV, Section 4;

and who is determined by Canada Revenue Agency to be a non-resident of Canada for purposes of the Income Tax Act may elect to receive such commuted value plus, if applicable, payment of the employee's defined contribution account, in a lump sum provided that the employee or spouse, as applicable, completes and files the prescribed documents with the Company. In the alternative, the employee or spouse may elect to transfer the commuted value plus, if applicable, payment of the employee's defined contribution account, to a registered retirement savings plan.

A transfer in accordance with this Section 3 of Appendix D is subject to an order under the Garnishment Act (Manitoba) or The Family Maintenance Act (Manitoba) in effect at the time of the payment or transfer.

## APPENDIX E

### PROVISIONS REGARDING EMPLOYEES AT THE LONDON DEFENSE OPERATIONS WHO TRANSFER TO GENERAL DYNAMICS

#### THE GENERAL MOTORS CANADIAN HOURLY-RATE EMPLOYEES PENSION PLAN

Effective March 1, 2003, the Company sold its defense business in London, Ontario (the "London Defense Operations") to General Dynamics Land System Inc. The provisions of this Appendix shall apply to each employee who was employed by the Company at the London Defense Operations and who became an employee of the Purchaser on October 1, 2003. This Appendix contains the special provisions which apply to the Transferred Employees effective as of October 1, 2003. The regular provisions of the Plan shall apply to the Transferred Employees except to the extent that they are modified by this Appendix.

#### A. Definitions

**"Benefit Amount Credited Service"** means the credited service determined pursuant to paragraph B below for purposes of determining the amount of any benefit under the Plan.

**"Eligibility Credited Service"** means the credited service determined pursuant to paragraph B for purposes of determining eligibility for benefits under the Plan.

**"Purchaser"** means General Dynamics Land System Inc.

**"Purchaser's Hourly-Rate Pension Plan"** means the pension plan established by the Purchaser to provide pension coverage to the Transferred Employees.

**"Transfer Date"** means October 1, 2003.

**"Transferred Employee"** means an employee of the Company engaged at the London Defense Operations on the day prior to the Transfer Date who becomes an employee of the Purchaser as a result of the sale of the London Defense Operations.

## **B. Recognition of Employment with the Purchaser for Eligibility**

A Transferred Employee's credited service under the Plan shall include the period of the Transferred Employee's unbroken employment with the Purchaser after the Transfer Date as if seniority was not broken by the transfer of employment to the Purchaser. Such credited service shall be called "Eligibility Credited Service" for purposes of this Appendix and shall count only for purposes of determining eligibility for benefits under the Plan. The Eligibility Credited Service of a Transferred Employee shall be broken when the Transferred Employee quits employment with the Purchaser, is discharged by the Purchaser, or when seniority with the Purchaser is broken for any other reason.

The credited service of the Transferred Employee for purposes of determining the amount of any benefit under the Plan shall be equal to the credited service accrued under the Plan on the Transfer Date and such credited service shall be called "Benefit Amount Credited Service" for purposes of this Appendix.

## **C. Live Benefit Rates on Break in Service**

The benefit entitlement of a Transferred Employee under the Plan shall be determined when the Transferred Employee is considered to break Eligibility Credited Service pursuant to paragraph B above and shall be determined under the relevant provisions of the Plan, depending on whether the break in Eligibility Credited Service results from retirement, termination prior to retirement, disability or death. The monthly amount of the basic benefit (and supplementary pension and/or special allowance, if applicable) shall be calculated using the applicable benefit rates in effect under the terms of the Plan when the Transferred Employee is considered to break Eligibility Credited Service and the Transferred Employee's Benefit Class Code shall be determined taking into account the base hourly rate of the Transferred Employee at that time, provided such Benefit Class Code is not inferior to the Transferred Employee's Benefit Class Code at the Transfer Date.

## **D. Co-ordination of Supplementary Pension and Special Allowance**

A Transferred Employee who meets the requirements for a supplementary pension under Article I, Section 5 when the

Transferred Employee is considered to break Eligibility Credited Service is entitled to receive a supplementary pension under the Plan. The amount of such supplementary pension shall equal the applicable supplementary pension rate under Article I, Section 5 in effect at the time the Transferred Employee is considered to break Eligibility Credited Service, multiplied by the sum of the Transferred Employee's Benefit Amount Credited Service and credited service under the Purchaser's Hourly-Rate Pension Plan (not exceeding 30) and further multiplied by the ratio of the Transferred Employee's Benefit Amount Credited Service to the sum of the Benefit Amount Credited Service and the credited service under the Purchaser's Hourly-Rate Pension Plan (which may exceed 30).

A Transferred Employee who meets the requirements for a special allowance under Article I, Section 9 when the Transferred Employee is considered to break Eligibility Credited Service is entitled to receive a special allowance under the Plan. The amount of such special allowance shall be calculated using as a "Total Monthly Benefit Rate for Determining Monthly Special Allowance", the applicable amount under Article I, Section 9 in effect at the time the Transferred Employee is considered to break Eligibility Credited Service, multiplied by the ratio of the Transferred Employee's Benefit Amount Credited Service to the sum of the Benefit Amount Credited Service and the credited service under the Purchaser's Hourly-Rate Pension Plan.

#### **E. Discontinuance of Pension on Re-Employment**

To the extent permitted by applicable law, if a former Transferred Employee who is receiving a monthly pension under the terms of the Plan is re-employed by either the Company or the Purchaser on a regular, contract or other basis then payment of the Transferred Employee's benefits under the Plan shall be suspended and remain discontinued until the former Transferred Employee subsequently ceases such period of re-employment.

## **APPENDIX F**

**AGREEMENT IMPLEMENTING SECTION 3(c)  
OF  
SUPPLEMENTAL AGREEMENT  
COVERING  
THE GENERAL MOTORS  
CANADIAN HOURLY-RATE  
EMPLOYEES PENSION PLAN  
DATED OCTOBER 10, 2023  
BETWEEN  
GENERAL MOTORS OF CANADA COMPANY AND  
UNIFOR**

**ESTABLISHED BY BOARD OF ADMINISTRATION**

This Appendix F is intended to establish administration procedures and not to modify the terms of the Plan. The terms of the Plan shall prevail in the event of any conflict between the provisions of this Appendix F and the main provisions of the Plan.

Pursuant to Section 3(c) of the Supplemental Agreement, Pension Plan, dated October 10, 2023 between General Motors of Canada Company and the National Union Unifor, and Unifor Local No. 222; Unifor Local No. 199; and Unifor Local No. 636, the following provisions are hereby established by the Board of Administration, hereinafter referred to as the Board:

**A. LOCAL PENSION COMMITTEES**

1. There shall be established at each location having a bargaining unit covered by the terms of the Master Agreement between the parties dated October 10, 2023 a Local Pension Committee consisting of two members, one appointed by Local Management and one appointed by the Union.
2. Each member of the Local Pension Committee shall have an alternate. Meetings of the Committee shall be arranged by mutual agreement, and in the event a member is absent, the member's alternate may attend and when in attendance shall exercise the duties of the member.
3. The individual appointed by the Union as a member or alternate shall be an employee of the Company, having at least one year of seniority, and working at the location where, at the

time when, the employee is to serve as a member of the Local Pension Committee.

4. Either the local Management or the Union at any time may remove a member or alternate appointed by it and may appoint a member or alternate to fill any vacancy among members or alternates appointed by it.

5. The names of the Union members and alternate members of the Local Pension Committees shall be given in writing by the Union to the Personnel Director of the Company or to the designated representative. No member of the Committee or alternate member shall function as such until written notice has been given.

6. The names of the Company members and alternate members of the Local Pension Committees shall be given in writing by the Personnel Director of the Company or by the designated representative to the Union.

7. The Union member of the Local Pension Committee shall, after reporting to the member's foreman, be granted permission to leave work during the member's regular working hours without loss of pay to:

(a) attend meetings of the Local Pension Committee.

(b) confer in the plant with an employee who requests the presence of the Union member of the Local Pension Committee to discuss matters with respect to eligibility for retirement or the computation of pension benefits in connection with the employee's impending retirement and to discuss any disputes relative to credited service.

(c) confer in the plant with a retired employee or surviving spouse who requests the presence of the Union member of the Local Pension Committee to discuss matters with respect to such person's eligibility for benefits or the computation of such benefits.

Such permission shall be granted with the understanding that the time will be devoted to the prompt handling of such matters. With respect to a request made in accordance with paragraphs (b) and (c) above, permission shall be granted in a timely manner consistent with the circumstances and nature of the request. Consistent with the purpose of this procedure, a rule of reason

should be applied in determining whether an employee should be excused from the employee's job in order to confer with the Union member of the Local Pension Committee. 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 employee's job. On many jobs discussion between the employee and the Union member of the Local Pension Committee is entirely practical without the necessity for 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 employee's job and a suitable place in which to discuss the employee's pension question as set forth in (b), above, with the Union member of the Local Pension Committee. A suitable place in which to discuss such problems also should be permitted a pensioner or surviving spouse. This shall not interfere with any local practice which is mutually satisfactory.

## **B. RETIREMENTS**

### **1. Early Retirement (Employee Option)**

**(a)** Application for a pension benefit under the provisions of the Pension Plan for early retirement at the option of the employee shall be made through the local Personnel Department or the local Union using procedures established by each location.

**(b)** The employee should make the pension benefit request at least 60 to 90 days in advance of the desired date of retirement.

**(c)** Management will submit an online "Retirement Initiation" request to initiate the pension.

**(d)** Upon the Union Representative's request to the GM Canada Benefits Centre, a copy of the retirement paperwork will be provided to the Union Member of the Local Pension Committee.

### **2. Early Retirement at the Option of the Company or Under Mutually Satisfactory Conditions**

**(a)** When an employee is to be retired at the option of the Company or under mutually satisfactory conditions,

Management will submit an online “Retirement Initiation” request to initiate the pension.

**(b)** Early retirement under mutually satisfactory conditions will only be upon the written approval of the Personnel Office of the Company or the designated representative.

**(c)** Neither the Local Pension Committee nor the Board shall have any jurisdiction with respect to any questions as to whether any employee retired at the employee’s own option or under mutually satisfactory conditions under the provisions of the Pension Plan.

**(d)** Upon the Union Representative’s request to the GM Canada Benefits Centre, a copy of the retirement paperwork will be provided to the Union Member of the Local Pension Committee.

### **3. Required Pension Benefits**

**(a)** Three months prior to the end of the calendar year the employee attains age 71, or any such age required by Revenue Rules, Management will advise the Union member of the Local Pension Committee of the employee’s name and age.

**(b)** Management will submit an online “Retirement Initiation” request to initiate the pension.

**(c)** Upon the Union Representative’s request to the GM Canada Benefits Centre, a copy of the retirement paperwork will be provided to the Union Member of the Local Pension Committee.

### **4. Disability Retirements**

**(a)** Application for a total and permanent disability retirement shall be made on form CHRP-15 "Application for Total and Permanent Disability or Occupational Disability Benefits Under The General Motors Canadian Hourly-Rate Employees Pension Plan". Such form will be available through the Local Personnel Office or from the Union member of the Local Pension Committee. If the Union member of the Local Pension Committee gives an application form to an employee, the Union member shall immediately thereafter inform Management of the name of such employee.

**(b)** The employee will supply a physician's statement and other necessary information on form CHRP-15. The employee shall file the application and other required information with the Local Personnel Office. Management will forward all documentation to the Plant Medical Doctor (PMD) for review and entitlement determination followed by the Corporate Medical Director (CMD). The CMD will communicate the final decision regarding entitlement to the Local Personnel Office.

**(c)** The Insurance Company will notify each employee who has been absent for 5 continuous months, because of disability, of such employee's possible eligibility for total and permanent disability pension and also the Local Personnel Office. If such absence continues for a period of 9 full months because of disability and the employee has not applied for total and permanent disability pension, the Insurance Company will again notify the employee of such employee's possible eligibility for such pension and also the Local Personnel Office.

**(d)** Upon the Union Representative's request to the GM Canada Benefits Centre, a copy of the retirement paperwork will be provided to the Union Member of the Local Pension Committee.

**(e)** When it becomes necessary to determine whether an employee is totally and permanently disabled within the meaning of the Pension Plan, the employee shall also be considered for an occupational disability retirement within the meaning of the Pension Plan, and the following procedure shall govern:

**(1)** The Company will make such determination upon the basis of medical evidence satisfactory to it. If it is determined that the employee is totally and permanently disabled or occupationally disabled. Management will submit an online "Retirement Initiation" request to initiate the pension. If it is determined that the employee is not totally and permanently or occupationally disabled, Management will prepare a "Notice of Company Determination - Application for Total and Permanent Disability or Occupational Disability Benefits" letter. One copy will be furnished to the Sun Life Sickness and Accident Assessor and one copy will be retained in the employee's file.

**(2)** If the Union member of the Local Pension Committee disagrees with the Company's determination, the member may appeal such determination in writing with the Local Personnel Department within 30 days after receipt of the "Notice of Company Determination" letter. The Local Pension Committee shall then designate a clinic in the area which is on the approved list (Attachment 1) to examine the employee and determine whether the employee is totally and permanently disabled or occupationally disabled pursuant to Article I, Section 3(b) and (c) of the Plan.

**(3)** In lieu of the provision in Paragraph B4(d)(1) above, upon request of Management the Local Pension Committee shall designate a clinic in the area on the approved list (Attachment 1) to examine the employee and make a determination as set forth in Paragraph B4(d)(2) above. An employee whose General Motors employing unit is more than sixty-four (64) kilometers one way from the clinic in the area on the approved list designated by the Local Pension Committee to examine the employee on or after September 20, 2016 to make a determination as to whether the employee is totally and permanently or occupationally disabled will be reimbursed, upon written request, at the rate of thirty-two (32) cents per kilometer for kilometers actually driven from the employee's residence to such clinic and back, using the most direct route available.

**(4)** If the clinic, after examining the employee, determines that the employee is totally and permanently or occupationally disabled, such determination shall decide the question and shall be final and binding on the employee, the Company and the Union.

**(5)** If the clinic, after examining the employee, determines that the employee is not totally and permanently or occupationally disabled, the Plant Medical Doctor will examine the employee to determine whether the employee is able to perform a job in the plant.

**(6)** Upon receipt of any clinic determination, the Local Pension Committee and employee will be notified to report to the Plant Medical Doctor for examination.

**(7)** If the Plant Medical Doctor, after examining the employee, determines that the employee is able to perform a job in the plant, the employee will be deemed by

the Company not to be disabled within the meaning of the Pension Plan. Such job will be identified in writing to the employee with a copy to the Union member of the Local Pension Committee.

**(8)** If the Plant Medical Doctor, after examining the employee, determines that the employee is not able to perform any job in the plant, the employee will be deemed by the Company to be occupationally disabled within the meaning of the Pension Plan.

**(9)** With respect to paragraphs B4(d)(2), (3), (4), (5), and (6), above, in addition to the designated clinics on the approved list (Attachment 1), when mutually agreed upon between the members of the Local Pension Committee, an Impartial Medical Examiner will be used instead of a designated clinic to examine an employee for the purpose of determining whether such employee is totally and permanently or occupationally disabled pursuant to Article I, Section 3(b) and (c) of the Plan. An Impartial Medical Examiner generally will only be used in those areas that are not served by the named clinics in Attachment 1.

**(f)** When it becomes necessary to determine whether a disability pensioner continues to be totally and permanently or occupationally disabled within the meaning of the Pension Plan, the following will implement the provisions of Article I, Section 3(c) of the Plan:

**(1)** The Company will make such determination upon the basis of medical evidence satisfactory to it. If it is determined that the pensioner is no longer totally and permanently or occupationally disabled, the Company will provide copies of appropriate forms to the required parties.

**(2)** If the Union member of the Local Pension Committee disagrees with the Company's determination, the procedure described in Paragraph B4(d) above will apply.

**(g)** When it is found that a disability pensioner is employed, the Company shall make such investigation as it considers appropriate to determine if the pensioner is engaged in gainful employment for purposes other than rehabilitation and will inform the Union in such cases.

**(1)** If such pensioner disputes the Company's determination on the basis that their employment is not gainful employment, the pensioner may appeal such determination by filing a written claim with the Local Pension Committee as set forth in Section K herein.

**(2)** If such pensioner disputes the Company's determination on the basis that their employment is for purposes of rehabilitation, the pensioner may, within 30 days of receipt of such determination, file a written claim with the Local Pension Committee. The Local Pension Committee shall then designate a clinic in the area which is on the approved list (Appendix 1), or an Impartial Medical Examiner pursuant to paragraph B4(d)(9), to examine the employee. The opinion of the clinic or Impartial Medical Examiner shall decide the question with respect to whether the employment in which the disability pensioner is engaged, is rehabilitative or not and such opinion shall be final and binding on the employee, the Company and the Union. Such exam shall not be performed if there is any unresolved claim pending with respect to whether such pensioner's employment is gainful employment.

**(h)** If a disability pensioner returns to work at the Company location from which the pensioner retired, Local Management will notify the Union member of the Local Pension Committee of such return to work.

## **C. PENSION BENEFITS TO SURVIVING SPOUSE**

**1.** An employee who retired with benefits commencing on or after October 1, 1987 under the total and permanent disability or occupational disability provisions of the Pension Plan will immediately be eligible for the surviving spouse option. An employee who retired with benefits commencing on or after October 1, 1970 and prior to October 1, 1987 under the total and permanent disability provisions of the Pension Plan prior to age 55 will be informed by Management on form CHRP-11 B – “Authorization of Adjusted Monthly Benefits” prior to age 55 with respect to the survivor benefit.

An employee who retired with benefits commencing prior to October 1, 1970 under the total and permanent disability provisions of the Pension Plan prior to age 60 will be informed by Management on form CHRP-11 B – “Authorization of Adjusted Monthly Benefits” prior to age 60 with respect to the survivor benefit. The retired employee for whom such survivor

benefit is to be effective must advise the Company of the wish to reject such benefit on the required form under applicable pension laws witnessed by the plan representative or a notary public and filing it with the Company during the month prior to the month in which the retired employee attains age 55, or age 60, as applicable.

An employee who retired with benefits commencing on or after October 1, 1987 shall have the survivor benefit effective immediately if legally married and effective the first of the month following completion of one year of common-law cohabitation.

An employee who retired with benefits commencing on or after September 14, 1970 and prior to October 1, 1987 is married when the survivor benefit would otherwise become effective, but who has been married less than one year at that time, may elect such benefit to become effective the first of the month following completion of one year of marriage or after December 12, 1976, two years of common-law cohabitation.

**2.** An employee who has broken seniority prior to September 24, 2023 and for whom the survivor benefit is to be effective must, prior to the requested commencement date, so advise the GM Canada Benefits Centre and submit satisfactory proof of marriage, the spouse's age, and spouse's Social Insurance Number. Should the former employee have an eligible spouse and wish to reject the survivor benefit the required form under applicable pension laws, which includes the written consent of the spouse witnessed by the plan representative or a notary public, must be executed and filed with the Company.

An employee who breaks seniority on or after October 1, 2005 and who has elected a deferred pension, must contact the GM Canada Benefits Centre with respect to spousal benefits prior to the commencement of deferred pension benefits.

**3.** An employee, or former employee, for whom the survivor benefit is to be effective must submit, proof satisfactory to the Company:

**(a)** of the date of birth of the designated spouse,

**(b)** that the designated spouse satisfies the term "spouse" as defined in Article VIII, of the Plan, and

(c) of the designated spouse's Social Insurance Number.

4. In the event of the death of an employee who is eligible for retirement benefits under Article I, Section 1 or 2(a) of the Pension Plan, such employee's surviving spouse may be eligible for one of the following:

(i) commuted value of survivor benefits payable

(ii) commuted value of employee's pension if greater than commuted value of spouses

(iii) monthly survivor benefits, plus a lump sum equal to the difference between the commuted value of the deceased employee's pension and the surviving spouse's pension if the commuted value of the spouse's pension is less.

"Authorization of Pre-Retirement Death Benefit", Form CHRP-11L, shall be provided within thirty days after receipt of a notice of the death of an employee. The surviving spouse must execute Form CHRP-11L, submit the proofs required under (a) and (b) of paragraph C3 above, along with proof of death prior to the payment of any of the above benefits.

Should the surviving spouse elect item (iii) above, any survivor benefits payable under the Group Life and Disability Insurance Program would have to be waived.

Should there be no eligible surviving spouse, or such spouse has waived entitlement to Pre-Retirement Death Benefit on Form CHRP-9B, the commuted value of the deceased employee's pension would be payable to the designated beneficiary, as defined in Article VIII, and in the absence of a designated beneficiary such payment would be made to the deceased employee's estate. Form CHRP-11L must be completed by the beneficiary or the executor or administrator of the estate.

5. In the event of the death of an employee who is not eligible to retire, the commuted value of such employee's pension is payable to:

(i) the surviving spouse, unless such spouse has waived entitlement to Pre-Retirement Death Benefit on the form required under applicable pension laws, or

(ii) if there is no surviving spouse, the designated beneficiary, or

(iii) if there is no designated beneficiary, the deceased employee's estate.

Form CHRP-11L, "Authorization of Pre-Retirement Death Benefit", shall be provided within thirty days after receipt of a notice of death of an employee. This form must be executed and submitted along with proof of death and any proof required under (b) of paragraph C3 above prior to the payment of any benefit.

6. In the event of the death of a former employee who terminated on or after January 1, 1988 prior to the commencement of payment of a deferred pension, the commuted value of such pension is payable to:

(i) the surviving spouse, unless such spouse has waived entitlement to Pre-Retirement Death Benefit on the form required under applicable pension laws, or

(ii) if there is no surviving spouse, the designated beneficiary, or

(iii) if there is no designated beneficiary, the deceased former employee's estate.

The GM Canada Benefits Centre should be contacted and supplied with proof of death and any proof required under (b) of paragraph C3 above, prior to the payment of any benefit.

7. In the event of the death of a designated spouse, a retired employee, or former employee, who has a survivor benefit in effect may have the basic benefit restored to the amount payable without such benefit cost. To have the basic benefit restored, the retired or former employee must submit to the GM Canada Benefits Centre a copy of the certified Death Certificate for such spouse.

In the event of a divorce by final court decree or the termination of cohabitation from the designated spouse, the terms of which do not expressly prohibit cancellation of the survivor annuity, an employee who retires with benefits payable commencing on or after October 1, 1970, or an employee who is separated from the

Company on or after December 21, 1970, who has a survivor benefit in effect may have the basic benefit restored to the amount payable without such benefit cost provided that the pension has not already been divided with the former spouse. To have the basic benefit restored, the retired employee must submit to the GM Canada Benefits Centre a certified copy of the final decree of divorce or, in the case of a common-law marriage, a notarized affidavit of termination of cohabitation, a post-retirement waiver of joint and survivor pension in the prescribed form under applicable pension laws, and written revocation of the election on a form approved by the Company and satisfy any other conditions prescribed under applicable pension laws.

**8.** An employee who retired with benefits payable commencing prior to October 1, 1970 and who has a surviving spouse benefit in effect (excluding a special survivor option) and who is divorced by final court decree or termination of cohabitation on or after January 1, 2012, the terms of which neither expressly prohibit cancellation of the survivor annuity nor divide the pension, may elect to receive the full amount of any increase in benefits otherwise payable effective on or after April 1, 1971. To receive the full amount of any such increase, the retired employee must submit to the GM Canada Benefits Centre a certified copy of the final decree of divorce or, in the case of a common-law marriage, a notarized affidavit of termination of cohabitation, written revocation of the election on a form approved by the Company, a post-retirement waiver of joint and survivor pension in the prescribed form under applicable pension laws completed by the spouse and any other information prescribed by applicable pension laws.

#### **D. AUTHORIZATION FOR PENSION BENEFITS**

**1.** Upon Management's completion of the online submission of the "Retirement Initiation," Management will notify the employee that the retirement process has been initiated and is ready for completion online through the GM Canada Benefits Centre.

**2.** At the employee's request the Local Pension Committee will meet with the employee to review the online retirement process and pension calculation.

**3.** After completion of the online retirement process a Calculation Statement will be sent to the employee for the final

review and signature. The signed copy of the Calculation Statement must be returned to the GM Canada Benefit Centre.

**4.** When sickness and accident benefits become payable to an employee, or retired employee, for any period beyond the authorized commencement date of monthly pension benefits, the Local Pension Committee will contact the GM Canada Benefits Centre to authorize the suspension of pension benefits for the maximum period such sickness and accident benefits are payable and, if applicable, the reduction of the pension benefit payable for the month in which sickness and accident benefits expire. If it is determined subsequently that sickness and accident benefits are not payable for the maximum period, Management will contact the GM Canada Benefits Centre to authorize reinstatement of pension benefits following the known expiration date of sickness and accident benefits.

**5.** Any pensioner or former employee who has an outstanding overpayment received under any Company benefit plan or program, who is entitled to receive a basic pension, supplementary pension or special allowance, may authorize in writing that any outstanding overpayment be repaid to such respective plan or program by withholding not less than forty dollars (\$40.00) but in no event more than 10% of the monthly benefit until such overpayment is recovered.

## **E. REDETERMINATION OF BENEFITS**

**1.** The GM Canada Benefits Centre will prepare and provide benefit adjustment communications when redetermination of benefits is required because of:

**(a)** the survivor benefit becoming effective upon attainment of age 55 for employees retired with benefits commencing on or after October 1, 1970 and prior to October 1, 1987 under the total and permanent disability provisions of the Pension Plan (age 60 for total and permanent disability pensioners retired with benefits commencing prior to October 1, 1970), or

**(b)** the survivor benefit becoming effective upon one year of marriage or commencement of cohabitation for pensioners married or have been cohabitating less than one year when such benefit otherwise would have been effective, or

- (c) revocation of the survivor benefit due to death or divorce of a previously designated spouse, or
- (d) the survivor benefit becoming effective after marriage or remarriage subsequent to retirement, or
- (e) a reduction of benefits due to receipt of Workers' Compensation benefits, or
- (f) eligibility or ineligibility, whichever may be applicable in a particular case, for a Canada or Quebec Pension Plan disability benefit, or
- (g) actuarial adjustment due to working beyond normal retirement age.

2. When redetermination of benefits is required because of adjustment of credited service, base hourly rate, or age with respect to an employee who has retired with benefits, the GM Canada Benefits Centre will prepare and provide benefit adjustment communications.
3. The employee's signature shall not be required on any such form where the adjustment results in an increase, or the amount of any decrease resulting from an adjustment less than \$2.00.
4. A pensioner receiving a special allowance may be required to furnish verification of the amount of after-retirement earnings prior to age 65 (age 60 if benefits commenced on or after October 1, 1987 and prior to October 1, 1999). Such verification may be in the form of a statement or report from Canada or Quebec Pension Plan Authorities, a copy of their income tax return, T-4 slips or other such evidence. Moreover, pensioners retired at their option, under mutually satisfactory conditions or the total and permanent or occupational disability provisions of the Plan shall furnish Management an authorization to periodically request from the Canada or Quebec Pension Plan Authorities such pensioner's disability benefit status. A pensioner retired under the total and permanent or occupational disability provisions of the Plan and not receiving a special allowance shall furnish Management an authorization to periodically request from the Canada or Quebec Pension Plan Authorities a report of any post-retirement earnings prior to age 65.

5. If it is determined that a pensioner received an overpayment of benefits because of receipt of a retroactive Canada or Quebec Pension Plan disability benefit award, or because of post-retirement earnings in excess of the amount permitted under the Plan without reduction of special allowance, such pensioner will provide local Management with the following information:

(a) evidence from the Canada or Quebec Pension Plan Authorities establishing the date disability benefits commenced, or

(b) evidence establishing the monthly amount of post-retirement earnings in the year(s) such earnings exceeded the permissible amount.

If such evidence is not submitted by the pensioner within a reasonable period following request by local Management, any benefits payable to the pensioner under the Plan shall be suspended through a joint letter by the Local Pension Committee.

6. When the evidence is received so that a calculation of overpaid benefits can be made, the pensioner will be requested to repay promptly the amount of overpaid benefits in a lump sum. Upon receipt of the repayment, benefits will resume if previously suspended.

If the pensioner received an overpayment of benefits because of receipt of a retroactive Canada or Quebec Pension Plan disability benefit award and the pensioner does not repay promptly the amount of overpayment in a lump sum, a deduction shall be made from future monthly benefits equal to 50% of the total amount of such monthly benefits until the total amount suspended equals the overpayment.

In all cases of overpayments because of excess earnings after retirement and in cases of fraud or willful misrepresentation with respect to receipt of Canada or Quebec Pension Plan disability benefits, if the pensioner does not repay promptly the full amount of overpayment in a lump sum, 100% of the pensioner's monthly benefits otherwise payable shall be suspended until the total amount suspended equals the overpayment.

7. In cases of overpayment because of a retroactive Canada or Quebec Pension Plan disability benefit award, a letter

showing the amount of the overpayment as well as the current benefit payable will be produced by the Company and provided to the retired employee and the Local Pension Committee.

**8.** In cases of overpayment because of excess earnings after retirement, the Company will furnish the location with a Notice of Redetermination, accompanied by a computation sheet completed by the Company. The plant will reproduce such Notice and computation sheet locally, sign, and transmit one copy to the pensioner, and two copies to the Local Pension Committee.

#### **F. DEFERRED PENSION BENEFITS**

**1.** When the seniority of an employee (who has completed 10 or more years of credited service for separations prior to October 1, 1987 and 2 or more years of credited service for separations on or after October 1, 1987 and prior to July 1, 2012) is broken on or after July 1, 2012 for any reason except death, transfer to salary, or retirement, the GM Canada Benefits Centre will prepare within 45 days following such break in seniority or notice of same, a "Statement of Termination Benefits", including form CHRP-11G "Calculation Statement"

**2.** CHRP-11G will detail the options available to the former employee. The former employee may elect, within 60 days of termination, to receive benefits under the Plan as early as age 55, or transfer the commuted value to such other locked-in retirement savings vehicle as allowed by applicable government laws. The Company shall comply with the election made by the former employee within 60 days after receipt of direction from such former employee. If no such election is made, the former employee will be deemed to have elected a deferred pension under the Plan. If the former employee's signature cannot be obtained, such fact will be noted on the form.

The "Statement of Termination Benefits" and form CHRP-11G will be mailed to the former employee at the last address on file with the Company, and a copy will be sent to the Company location for distribution.

**3.** To receive deferred pension benefits under the Pension Plan, the former employee at the age of 55 and 65 will receive retirement reminder notices from the GM Canada Benefits Centre. If the former employee would like to commence their benefit, the notice instructs them to contact the GM Canada

Benefits Centre and the Benefits Centre will commence their benefit on their Benefit Commencement date. New retirement paperwork will be sent to them with the value of their pension and they will have to sign and return the documentation to the Benefits Centre. Deferred pension must be started prior to the end of the calendar year the former employee attains age 71 or any such other age required by Revenue Rules.

## **G. DEDUCTIONS BECAUSE OF WORKERS' COMPENSATION PAYMENTS**

**1.** If an employee retired with benefits payable commencing on or after April 1, 1971 receives Workers' Compensation not specifically excluded from offset under the Pension Plan, the GM Canada Benefits Centre will prepare a benefit adjustment communication, to effect deductions from pension benefits equal to the amount of the Workers' Compensation payable.

## **H. CREDITED SERVICE**

### **1. Establishment of Credited Service**

**(a)** An employee who, is employed or reemployed by the Company may request the establishment of credited service for prior periods of employment with the Company or the reinstatement of lost credited service by completing and executing form CHRP-17, "Employees Request for Credited Service". A copy of such form may be obtained by contacting the GM Canada Benefits Centre.

**(b)** An employee may apply for additional credited service under provisions of Article II of the Pension Plan by completing form CHRP-17A "Employee's Special Request for Credited Service" and submitting it to the Local Personnel Department. One copy of such completed CHRP-17A will be furnished to the Union member of the Local Pension Committee. Management will notify the employee of its determination on form CHRP-17B "Notice of Company Determination - Employee's Special Request for Credited Service". One copy will be furnished to the Union member of the Local Pension Committee.

**(c)** The records of a plant, whether of the Company or of a company acquired by General Motors Company as referred to in Article II, Section 1(c) of the Pension Plan dated

November 5, 2020 (Exhibit A-1) in which an employee claims service, shall be presumed to be conclusive of the facts concerning the employee's employment, if any, unless shown beyond a reasonable doubt to be incorrect.

## **2. Annual Statement of Credited Service and Contributions**

**(a)** Not later than April 1 of each year, local Management will give each employee a Personal Benefit Summary statement showing the employee's credited service under the Pension Plan for the preceding calendar year and total of such credited service up to the end of the preceding calendar year as indicated by the Company records. For employees hired on or after June 8, 2009 the statement will also include any contribution information required under the applicable pension laws.

**(b)** The record as shown on the "Statement of Employee's Credited Service" will be established as correct with respect to the employee's credited service, provided, however, that if the employee believes the record with respect to the credited service for the preceding calendar year is incorrect the employee shall bring the matter to Management's attention within 30 days after receipt of such statement. Management will check such claims of incorrect credited service and advise the employee of its findings. If the employee is not satisfied with the determination the employee may refer the matter to the Local Pension Committee within 30 days after receipt of such determination. Such claims will be handled in accordance with the appeal procedure provided herein.

## **I. RECORDS**

**1.** The local Company location shall keep and be responsible for records of the Local Pension Committee relating to applications for pension benefits and dispute cases. Such records shall be made available to the Local Pension Committee upon request of either of its members.

**2.** The Company shall keep and be responsible for records of the Board relating to approved authorizations for pension benefits and all material referred to the Board. Such records and material shall be made available to the Board upon request of any of its members.

## **J. GENERAL**

**1.** Clerical or other demonstrable errors will be corrected when found. In the event of overpayment of an early retirement special allowance or basic benefit because a reduction was not made for an effective survivor benefit, in either case resulting solely from a demonstrable management error occurring on or after October 1, 1979, pensioner or surviving spouse liability shall be limited to the repayment of the most recent 12 months of any such overpayment. Such limitation shall not be applicable to the repayment of any overpayment that might have occurred for any period prior to the date of such management error.

**2.** Local Management will notify the Union member of the Local Pension Committee of the death of any pensioner from the same location.

## **K. APPEAL PROCEDURE**

**1.** Any employee who disputes a determination of personal information with respect to (i) age, (ii) the amount of credited service under the Pension Plan, (iii) the computation of pension benefits or special allowance under the Pension Plan, (iv) the partial or complete suspension of special allowance, or (v) whether the employee is engaged in gainful employment except for purposes of rehabilitation, may file with the Local Pension Committee a claim in writing within 30 days of receipt of such determination.

Issued and approved on October 10, 2023 by the Board of Administration.

COMPANY MEMBERS

N. JOHNSON  
D. COURTNEY

UNION MEMBERS

D. CHIODO  
L. CONTINI

## **ATTACHMENT 1**

### **CLINICS APPROVED FOR TOTAL DISABILITY OR OCCUPATIONAL DISABILITY CLAIMS ISSUED AND APPROVED BY GM-UNIFOR BOARD OF ADMINISTRATION**

Oshawa Clinic – Courtice Health Centre  
Canadian Trauma Consultants Ltd  
Beaumont Hospital

Oshawa ON  
Toronto ON  
Royal Oak MI

**ATTACHMENT 1(a)**

**NOTICE OF LOCAL COMMITTEE DECISION**

**PENSION PLAN**

Re: \_\_\_\_\_

The members of the Local Pension Committee hereby agree that an Impartial Medical Examiner will be used to examine the above-named employee to determine whether the employee is totally and permanently or occupationally disabled.

The Impartial Medical Examiner will be:

Dr. \_\_\_\_\_

Management Representative

Union Representative

Date \_\_\_\_\_  
To be filed in employee master pension file.

## **APPENDIX G**

### **QUEBEC EMPLOYEES**

The provisions of this Appendix shall apply to any employee who retires, dies or otherwise loses accumulated credited service under the provisions of Article II, Section 4 while the employee's participation in the Plan is governed by the Supplemental Pension Plans Act, CQLR, c.R-15.1 (the "SPPA"). The regular provisions of the Plan shall apply to such employee except to the extent that such provisions are modified by this Appendix.

#### **Section 1. Spousal Relationship and Termination of Spousal Relationship**

**(a)** In lieu of Article VIII, the term "spouse" shall mean the person to whom the employee is legally married, the person who is a party to a civil union with the employee, or a person of the same or opposite sex, who has been living in a conjugal relationship with an employee who is neither married nor in a civil union for a period of not less than one year.

Spousal status based on a legal marriage will terminate if the marriage is annulled or the parties divorce or become separate as to bed and board, spousal status based on a civil union will terminate if the civil union is dissolved, and spousal status based on cohabitation will terminate if the parties cease to cohabit.

**(b)** Notwithstanding the provisions of Article I, Section 7(d), if the spousal relationship between an employee and the employee's spouse terminates after December 31, 2000:

(1) as a result of the divorce or annulment of the marriage of the employee and the spouse, or as a result of the employee and the spouse becoming separate as to bed and board, in the case of a spouse legally married to the employee; or

(2) because the employee and the spouse cease to cohabit in the conjugal relationship in the case of a spousal relationship that arose from conjugal cohabitation;

(3) as a result of the dissolution of the civil union where the employee and the spouse are parties to a civil union;

then the employee may cancel the survivor benefit election made pursuant to Section 7(a) of Article I and the employee's monthly basic pension shall be restored to the amount payable without the survivor election. Such restoration shall occur automatically if the employee's benefits are divided with the employee's spouse pursuant to Section 4 of Article IV and shall be effective and payable as of the effective date of the judgement granting the separation from bed and board, the divorce or the annulment of marriage, dissolution of civil union or the date of termination of conjugal relationship, as the case may be.

If:

(i) the employee's benefits under the Plan are not subject to division between the employee and the employee's spouse pursuant to Section 4 of Article IV as a result of the termination of the spousal relationship; or

(ii) the judgment granting the separation from bed and board, the divorce or the annulment of marriage or the termination of conjugal relationship, as the case may be, became effective prior to January 1, 2001;

such restoration shall not occur unless the employee applies to the Company for the restoration. If the employee does apply to the Company for the restoration then it shall be effective and payable as of the date of such application.

## **Section 2. Survivor Benefit on Supplementary Pension and Special Allowance**

Notwithstanding the provisions of Article I, Section 7(g), an employee who breaks seniority on or after January 1, 2001, shall be deemed to have elected automatically a reduced amount of any supplementary pension or special allowance that is payable to the employee to provide that, if the employee's designated spouse shall be living at the employee's death after such election has become effective, a survivor benefit shall be payable to such spouse in respect of the supplementary pension or special allowance, as applicable, during the spouse's further life, or if earlier, until the date when the payment of supplementary pension or special allowance, as applicable, would have ceased if the employee was still alive.

For an employee who is deemed to have made an election under this Section 2, the reduced amount of the employee's monthly supplementary pension or special allowance referred to above shall be determined as the amount of supplementary pension or special allowance which would otherwise be payable to the employee under Section 5 and 9 of Article I but reduced on an actuarial equivalent basis to reflect the survivor benefit provided for the spouse.

The survivor benefit payable to the surviving spouse of a retired employee who is deemed to have made an election under this Section 2, and who dies after such election becomes effective, shall be a monthly survivor benefit for the further lifetime of such surviving spouse or, if earlier, the date when the payment of supplementary pension or special allowance, as applicable, would have ceased if the employee was still alive. The survivor benefit shall equal  $66\frac{2}{3}\%$  of the reduced amount of such employee's supplementary pension or special allowance as determined above. No such survivor benefit shall be payable for any month for which benefits are payable under Article II, Section 8 of the General Motors Canadian Group Life and Disability Insurance Program for Hourly-Rate Employees.

The automatic election described in this Section 2 shall not apply if the employee prevents the application of the automatic election under Section 7(a) of Article I. The provisions of Section 1 of this Appendix apply to payment of an employee's supplementary pension or special allowance and the employee may apply for restoration of any reduction to the employee's supplementary pension or special allowance if the conditions in Section 1 of this Appendix are satisfied.

### **Section 3.      Optional Guarantee Form**

Notwithstanding the provisions of Article I, Section 7(j), an employee who is deemed to elect the survivor benefit pursuant to Section 7(a) of Article I may elect to receive a reduced monthly basic pension with a 120 month guarantee. An employee who is entitled to a supplementary pension pursuant to Article I, Section 5, or a special allowance pursuant to Article I, Section 9 may elect to receive a reduced supplementary pension or special allowance with a 120 month guarantee. To be effective such election must be made in the form and manner prescribed by the Company and before payment of the employee's basic benefit commences. The employee may cancel

or change an election to add a guarantee period provided that notification is provided prior to commencement of benefit payment.

**(a)** If the employee elects such a guarantee for the employee's monthly basic benefit then the basic benefit that would otherwise be payable, after any applicable reduction for early retirement and for the survivor benefit, shall be actuarially adjusted pursuant to subsection (d), and if the employee dies before receiving 120 payments of basic benefit then the amount of the survivor benefit payable to the surviving spouse for the remainder of such 120 months shall not be less than the amount of basic benefit otherwise payable to the employee; and if the employee and the spouse both die before the employee and the surviving spouse have received a total of 120 payments between them, then payment shall continue to the eligible beneficiary of the employee for the remainder of such 120 months.

**(b)** The basic benefit payable to an employee after adjustment pursuant to subsection (d) shall be subject to redetermination as if the adjustment pursuant to subsection (d) had not applied, except that the amount on redetermination will be reduced by the same percentage reduction determined pursuant to subsection (d).

**(c)** The benefit payable to a surviving spouse (or to an eligible beneficiary if there is no surviving spouse) for the remainder of a guarantee period following the death of the employee shall equal the amount of basic benefit that would have been payable to the employee if the employee had remained alive, except that the benefit payable during a guaranteed period to a spouse (or to an eligible beneficiary if there is no surviving spouse) of an employee whose basic benefits are subject to redetermination pursuant to Section 4(a)(1) of Article I, shall be based on the basic benefit that would have been payable to such employee after redetermination. Notwithstanding the preceding provisions of this subparagraph (c), the amount of the benefit payable to a spouse (or to an eligible beneficiary if there is no surviving spouse) at any time during the guaranteed period shall not exceed the sum of the basic benefit, plus any supplementary pension and special allowance that would be payable to the retired employee if the retired employee was alive at the time, and the amount of the benefit payable to a spouse at any time following the end of the guaranteed period shall not exceed 2/3 of the sum of the basic benefit, plus any supplementary pension and special allowance

that would be payable to the retired employee if the retired employee was alive at the time.

(d) The adjustment to the employee's monthly basic benefit pursuant to subsection (a) above shall be determined so that the resulting basic benefit payable to the member, with the applicable guarantee period and with a survivor benefit, shall be actuarially equivalent to the monthly basic benefit with a survivor benefit, that would otherwise be payable to the employee.

(e) If the employee elects a guarantee for the employee's supplementary pension or special allowance then the supplementary pension or special allowance that would otherwise be payable, after any applicable reduction for early retirement and for any survivor benefit pursuant to Section 3 of this Appendix, shall be actuarially adjusted pursuant to subsection (f), and if the employee dies before the earlier of receipt of 120 payments or the date when payment of the supplementary pension or special allowance, as applicable, would have ceased if the employee was still alive, then payment shall continue to the surviving spouse (or to an eligible beneficiary if there is no spouse) for the remainder of such 120 months, or if earlier, the date when payment of the supplementary pension, or special allowance, as applicable, would have ceased if the employee was still alive.

(f) The adjustment to the employee's supplementary pension or special allowance pursuant to subsection (e) above shall be determined so that the resulting supplementary pension or special allowance payable to the member, with the applicable guarantee period (and with a survivor benefit if applicable) shall be actuarially equivalent to the supplementary pension or special allowance (with a survivor benefit if applicable) that would otherwise be payable to the employee.

#### **Section 4.      Temporary Pension**

An employee whose working time and remuneration are reduced by agreement with the Company and who has attained age 55 may elect to receive a lump sum benefit in accordance with the applicable provisions of the SPPA. A former employee, who is entitled to a deferred pension pursuant to Section 2(a) of Article V, and who has attained age 55 may elect to receive a lump sum benefit in accordance with the applicable provisions of the SPPA. The lump sum amount shall not exceed the amount

permitted under the SPPA and shall be paid in lieu of all or part of the employee's deferred pension under the Plan. A employee may not elect to receive such a payment more frequently than once each year.

An employee who breaks seniority after age 55 and who elects to commence payment of the employee's pension, may elect to replace all or part of the employee's pension with a temporary bridge benefit the terms of which are determined by and subject to the limits set out in the SPPA.

An employee's pension shall be reduced by an amount which is actuarially equivalent to the lump sum temporary bridge benefit paid pursuant to the preceding paragraphs of this Section 5. A temporary bridge benefit payable pursuant to this Section shall not exceed the maximum bridge benefit permitted in such circumstances under the Income Tax Act.

### **Section 5.      Additional Benefit**

An additional benefit shall be payable to an employee who breaks seniority before reaching age 55, or in respect of the death of such an employee who dies before reaching age 55, if:

- (a)** the commuted value of the deferred pension commencing at age 65, based on credited service from September 20, 2005 and notionally indexed for the period between the date the employee breaks seniority or dies and the date when the employee would reach age 55, subject to the provisions of Section 4(a)(3) of Article I, exceeds
- (b)** the commuted value of the deferred pension that would otherwise be payable to or in respect of the employee under the Plan for credited service from September 20, 2005 subject to the provisions of Section 4(a)(3) of Article I.

For purposes of this Section 5, the notional indexing referenced in subsection (a) shall be determined as 50% of the percentage increase in the Consumer Price Index, as published by Statistics Canada, for the period between the month in which the employee breaks seniority or dies and the month in which the employee would attain age 55. The rate of such indexing shall not be less than 0% or greater than two percent (2%) on an annual basis.

The additional benefit shall equal the excess, if any, of the amount determined under (a) above over the amount determined under (b) above and shall be payable to the employee in a lump sum.

## **Section 6.     Unlocking for Non-Resident**

Notwithstanding the locking-in provisions of Article V, Sections 2 and 3, a former employee who has not resided in Canada for at least 2 years and who is receiving a pension or who is entitled to a deferred pension pursuant to Article V, Section 2 may elect to receive the commuted value of such pension in a lump sum provided that the employee completes and files with the Company the documents prescribed under SPPA.

## **Section 7.     Postponed Retirement**

**(a)** An employee who continues to work for the Company after attainment of normal retirement age and whose wages are reduced, may, if otherwise eligible, elect not more often than once in any 12-month period, to receive a monthly pension benefit, in an amount necessary to compensate for such wage reduction only during the period while the employee continues to work for the Company and prior to the employee's 69<sup>th</sup> birthday (effective January 1, 2007, the end of the calendar year in which the employee attains age 71, or any such other age as required by Revenue Rules), provided that the total monthly income of any such employee, including (i) wages, (ii) any other wage replacement benefits receivable under a plan of benefits to which the Company has contributed, and (iii) such pension benefits, will not exceed the employee's wages in effect at age 65.

**(b)** If an employee continues to work for the Company after attainment of normal retirement age, the employee shall cease to accrue credited service notwithstanding Article II, Section 2(a)(1) and the monthly pension benefit payable commencing at the earlier of the employee's actual date of retirement or the employee's 69<sup>th</sup> birthday (effective January 1, 2007, the end of the calendar year in which the employee attains age 71, or any such other age as required by Revenue Rules), will equal the pension benefit otherwise payable to such employee at the employee's normal retirement age, reduced by the monthly amount of any pension benefit commenced under paragraph (a) of this Section 8, and increased actuarially to the

commencement date. Any such increase will be based on the actuarial assumptions as may from time to time be determined by the independent actuary and certified to, and approved by, the Financial Services Regulatory Authority of Ontario in the most recent triennial actuarial valuation, and will neither create a surplus nor a deficit in the pension fund.

**(c)** If an employee dies while continuing to work for the Company after attainment of normal retirement age, the eligible surviving spouse of such employee, if any, shall be entitled to receive a monthly pension benefit, the commuted value of which shall be equal to the greater of:

**(i)** the survivor benefit that would be payable to the surviving spouse under Section 7(f) of Article I, determined as though payment of the employee's pension had begun on the day preceding the death of the deceased employee (excluding any benefit in respect of which payment had commenced prior to the employee's death pursuant to paragraph (a) of this Section 8); and

**(ii)** the benefit that would be payable to the surviving spouse under Section 7(h) or (i) of Article I (excluding any such benefit in respect of which payment had commenced prior to the employee's death pursuant to paragraph (a) of this Section 7).

In addition, the provisions of Section 7(f) of Article I shall apply to any pension for which payment had commenced prior to the employee's death pursuant to paragraph (a) of this Section 7.

## APPENDIX H

### PROVISIONS REGARDING EMPLOYEES AT THE LONDON LOCOMOTIVE OPERATIONS WHO TRANSFER TO ELECTRO-MOTIVE CANADA

#### THE GENERAL MOTORS CANADIAN HOURLY-RATE EMPLOYEES PENSION PLAN

Effective April 4, 2005, the Company sold its London Locomotive operations (the “London Locomotive Operations”) to Electro-Motive Canada Co. The provisions of this Appendix shall apply to each employee who was employed by the Company at the London Locomotive Operations and who becomes an employee of the Purchaser on or after October 1, 2005. This Appendix contains the special provisions which apply to the Transferred Employees effective as of October 1, 2005. The regular provisions of the Plan shall apply to the Transferred Employees except to the extent that they are modified by this Appendix.

#### A. Definitions

**“Benefit Amount Credited Service”** means the credited service determined pursuant to paragraph B below for purposes of determining the amount of any benefit under the Plan.

**“Eligibility Credited Service”** means the credited service determined pursuant to paragraph B for purposes of determining eligibility for benefits under the Plan.

**“Purchaser”** means Electro-Motive Canada Co.

**“Purchaser’s Hourly-Rate Pension Plan”** means the pension plan established by the Purchaser to provide pension coverage to the Transferred Employees.

**“Transfer Date”** means October 1, 2005, or such later date as a Transferred Employee becomes an employee of the Purchaser.

**“Transferred Employee”** means an employee of the Company engaged at the London Locomotive Operations on the day prior to the Transfer Date who becomes an employee of the Purchaser as a result of the sale of the London Locomotive Operations.

## **B. Recognition of Employment with the Purchaser for Eligibility**

A Transferred Employee's credited service under the Plan plus the Transferred Employee's unbroken employment with the Purchaser after the Transfer Date shall be called "Eligibility Credited Service" for purposes of this Appendix and shall count only for purposes of determining eligibility for benefits under the Plan. The Eligibility Credited Service of a Transferred Employee shall be broken when the Transferred Employee quits employment with the Purchaser, is discharged by the Purchaser, or when seniority with the Purchaser is broken for any other reason, unless the employee returns to service with the Company at that time.

The credited service of the Transferred Employee for purposes of determining the amount of any benefit under the Plan shall be equal to the credited service accrued under the Plan on the Transfer Date and such credited service shall be called "Benefit Amount Credited Service" for purposes of this Appendix.

## **C. Live Benefit Rates on Break in Service**

The benefit entitlement of a Transferred Employee under the Plan shall be determined when the Transferred Employee is considered to break Eligibility Credited Service pursuant to paragraph B above and shall be determined under the relevant provisions of the Plan, depending on whether the break in Eligibility Credited Service results from retirement, termination prior to retirement, disability or death. The monthly amount of the basic benefit (and supplementary pension and/or special allowance, if applicable) shall be calculated using the applicable benefit rates in effect under the terms of the Plan when the Transferred Employee is considered to break Eligibility Credited Service and the Transferred Employee's Benefit Class Code shall be determined taking into account the base hourly rate of the Transferred Employee at that time, provided such Benefit Class Code is not inferior to the Transferred Employee's Benefit Class Code at the Transfer Date.

## **D. Co-ordination of Supplementary Pension and Special Allowance**

A Transferred Employee who meets the requirements for a supplementary pension under Article I, Section 5 when the

Transferred Employee is considered to break Eligibility Credited Service is entitled to receive a supplementary pension under the Plan. The amount of such supplementary pension shall equal the applicable supplementary pension rate under Article I, Section 5 in effect at the time the Transferred Employee is considered to break Eligibility Credited Service, multiplied by the sum of the Transferred Employee's Benefit Amount Credited Service and credited service under the Purchaser's Hourly-Rate Pension Plan (not exceeding 30) and further multiplied by the ratio of the Transferred Employee's Benefit Amount Credited Service to the sum of the Benefit Amount Credited Service and the credited service under the Purchaser's Hourly-Rate Pension Plan (which may exceed 30).

A Transferred Employee who meets the requirements for a special allowance under Article I, Section 9 when the Transferred Employee is considered to break Eligibility Credited Service is entitled to receive a special allowance under the Plan. The amount of such special allowance shall be calculated using as a "Total Monthly Benefit Rate for Determining Monthly Special Allowance", the applicable amount under Article I, Section 9 in effect at the time the Transferred Employee is considered to break Eligibility Credited Service, multiplied by the ratio of the Transferred Employee's Benefit Amount Credited Service to the sum of the Benefit Amount Credited Service and the credited service under the Purchaser's Hourly-Rate Pension Plan.

#### **E. Discontinuance of Pension on Re-Employment**

To the extent permitted by applicable law, if a former Transferred Employee who is receiving a monthly pension under the terms of the Plan is re-employed by either the Company or the Purchaser on a regular, contract or other basis then payment of the Transferred Employee's benefits under the Plan shall be suspended and remain discontinued until the former Transferred Employee subsequently ceases such period of re-employment.

#### **F. Pre-12/08 Retirees**

If a Transferred Employee terminates employment with the Purchaser prior to December 31, 2008, if the Transferred Employee would have been eligible to elect to retire under the Plan on the April 4, 2005, and if the Transferred Employee elects to retire under the Plan at the time that the Transferred

Employee breaks Eligibility Credited Service then the Plan will recognize the credited service accumulated under the Purchaser's Hourly-Rate Plan for purposes of determining the amount of any benefit payable under the Plan provided that the recognition of such credited service is conditional on a transfer of assets from the Purchaser's Hourly-Rate Plan to the Plan pursuant to the terms of the Agreement of Purchase and Sale.

## **APPENDIX I**

### **ALBERTA EMPLOYEES**

The provisions of this Appendix shall apply to any employee who retires, dies or otherwise loses accumulated credited service under the provisions of Article II, Section 4 while the employee's participation in the Plan is governed by the Employment Pensions Plan Act, S.A. 2012, c. E-8.1, (the "Act"). The regular provisions of the Plan shall apply to such employee except to the extent that such provisions are modified by this Appendix.

#### **Section 1. Spousal Relationship**

In lieu of the first paragraph of the definition of spouse in Article VIII, the term "spouse" shall mean the person who:

- (a)** is married to the employee and has not been living separate and apart from such employee for more than three consecutive years; or
- (b)** if there is no person to whom subsection (a) applies, a person who has been living with the employee in a marriage-like relationship for a continuous period at least one year immediately preceding the relevant time, or has been living with the employee in a marriage-like relationship of some permanence if there is a child of the relationship either by birth or adoption.

A person shall not qualify as a spouse for the purposes of the Plan, if the employee's benefit under the Plan is subject to division between the person and the employee in accordance with Article IV, Section 4.

#### **Section 2. Form of Pre-Retirement Death**

Notwithstanding the provisions of Article I, Section 7(i), a spouse entitled to receive a commuted value under the provisions of that Section shall receive such benefit as a pension which is Actuarially Equivalent to such commuted value and starting no earlier than ten years prior to the date that the spouse would reach Normal Retirement Age, or the spouse may, subject to the Act, elect to transfer the commuted value to one of the alternatives set out in Article V, Section 2(c)(3).

### **Section 3. 50% Unlocking**

- (a)** an employee who breaks service and who:
  - (i)** is entitled to receive a deferred pension in accordance with the provisions of Article V, Section 2(a);
  - (ii)** elects a transfer of commuted value pursuant to Article V, Section 2(c)(3) to a life income fund meeting the requirements prescribed under the Act; and
  - (iii)** has attained age 50;
- (b)** or a spouse who is entitled:
  - (i)** as a result of the pre-retirement death of an employee to receive a monthly benefit under the provisions of Article I, Section 7(h), or a lump sum benefit under the provisions of Article I, Section 7(i); or
  - (ii)** to a transfer of an interest in an employee's benefit under the Plan pursuant to Article IV, Section 4; and
  - (iii)** who, in either case, elects a transfer of that pre-retirement death benefit or interest in an employee's benefit, to a life income fund meeting the requirements prescribed under the Act;

may elect to unlock and receive in a lump sum (or transfer to a registered retirement savings plan) a portion of the commuted value of the deferred pension, pre-retirement death benefit or transfer of interest, as applicable, not exceeding 50% of such amount, provided that the employee or spouse makes such election within the time limit prescribed under the Act and further provided that if the employee has a spouse then that spouse provides the waiver required under the Act. The remainder of the amount shall be transferred on a locked-in basis as required pursuant to Article V, Section 2(c)(3), Section 2 of this Appendix or Article IV, Section 4, as applicable.

### **Section 4. Unlocking for Non-Residency**

Notwithstanding Article V, Section 2(c)(3) and the locking-in provisions of the Plan:

- (a) an employee who terminates service or loses credited service and who is entitled to elect a transfer of commuted value pursuant to Article I, Section 13 or Article V, Section 2(c)(3); or
- (b) a spouse who is entitled a monthly pre-retirement death benefit under the provisions of Article I, Section 7(h), or a lump sum death benefit under the provisions of Article I, Section 7(i), or a transfer of an interest in an employee's benefit under the plan pursuant to Article IV, Section 4;

and who is determined by Canada Revenue Agency to be a non-resident of Canada for purposes of the Income Tax Act may elect to receive such commuted value in a lump sum provided that the employee or spouse, as applicable, completes and files the prescribed documents with the Company. In the alternative, the employee or spouse may elect to transfer the commuted value to a registered retirement savings plan.

## **Section 5.      Unlocking for Small Benefit**

In lieu of Article IV, Section 6, if the amount of the annual pension, calculated as a benefit payable at normal retirement date, plus the amount of annual amount of pension that could be provided by the employee's defined contribution account under Appendix M is less than 20 percent (20%) of the YMPE in the year of termination of employment, then the employee will receive the lump sum commuted value of the pension plus the balance of the defined contribution account in lieu of any other payment. Such lump sum shall be paid in cash, subject to income tax withholding or the employee may direct payment of the lump sum into a registered retirement savings plan.

If, following the death of an employee, the amount of the annual survivor benefit payable to a spouse under Section 7(f) of Article I, or the surviving spouse benefit payable under Section 7 (h) or (i), plus in either case the amount of annual amount of pension that could be provided by the employee's defined contribution account under Appendix M, is less than 20 percent (20%) of the YMPE in the year of death, then the spouse may elect to receive the lump sum commuted value of the pension plus the balance of the defined contribution account in lieu of any other payment. Such lump sum shall be paid in cash, subject to income tax withholding or the spouse may direct payment of the lump sum into a registered retirement savings plan or registered retirement income fund.

## **Section 6.      Unlocking for Shortened Life Expectancy**

Notwithstanding Article V, Section 2(c)(3) and the locking-in provisions of the Plan, if the employee:

- (i)** establishes that the employee has an illness or disability which is terminal or likely to shorten the employee's life expectancy considerably, as certified by a written statement from a qualified medical practitioner as prescribed under the Act;
- (ii)** provides an application to the Company in the prescribed form;
- (iii)** if married, provides written evidence of spousal consent to the Company in the form prescribed by the Act if the employee has a spouse; and
- (iv)** satisfies any other conditions prescribed by the Act, such employee may elect to receive the commuted value of the employee's benefit as a lump sum in cash, subject to income tax withholding or the employee may direct payment of the lump sum into a registered retirement savings plan or registered retirement income fund.

## **APPENDIX J**

### **BRITISH COLUMBIA EMPLOYEES**

The provisions of this Appendix shall apply to any employee who retires, dies or otherwise loses accumulated credited service under the provisions of Article II, Section 4 while the employee's participation in the Plan is governed by the Pension Benefits Standards Act, S.B.C. 2012, c 30, (the "Act"). The regular provisions of the Plan shall apply to such employee except to the extent that such provisions are modified by this Appendix.

#### **Section 1. Spousal Relationship**

In lieu of the first paragraph of the definition of spouse in Article VIII, the term "spouse" shall mean:

- (1)** a person who is married to the employee and has not been living separate and apart from the employee (as defined under the Act) for the two year period immediately preceding the relevant time; or
- (2)** if paragraph (a) does not apply, a person of the same or opposite gender who is living with the employee in a marriage-like relationship at the relevant time and has been living in such a relationship for the immediately preceding two year period.

A person shall not qualify as a spouse for the purposes of the Plan, if the employee's benefit under the Plan is subject to division between the person and the employee in accordance with Article IV, Section 4.

#### **Section 2. Form of Pre-Retirement Death**

Notwithstanding the provisions of Article I, Section 7(i), a spouse entitled to receive a commuted value under the provisions of that Section shall receive such benefit as a pension which is Actuarially Equivalent to such commuted value and starting no earlier than ten years prior to the date that the spouse would reach Normal Retirement Age, or the spouse may, subject to the Act, elect to transfer the commuted value to one of the alternatives set out in Article V, Section 2(c)(3).

### **Section 3. Small Benefits**

The provisions of this Section apply in lieu of Article IV, Section 6.

If the commuted value of the annual pension calculated as a benefit payable at normal retirement date, plus the amount of annual amount of pension that could be provided by the employee's defined contribution account under Appendix M is less than or equal to 20% of the YMPE in the year that the employee breaks service, then the employee may elect to receive the commuted value of such benefit plus the balance of the defined contribution account in a lump sum in satisfaction of the employee's entitlement to the pension.

If the annual survivor benefit payable to a surviving spouse plus the amount of annual amount of pension that could be provided by the employee's defined contribution account under Appendix M is less than or equal to 20% of the YMPE in the year that the employee dies, then the spouse may elect to receive the commuted value of such benefit plus, if applicable, the employee's defined contribution benefit, in a lump sum in satisfaction of the spouse's entitlement to the pension.

If the commuted value of the annual pension payable to an employee or a surviving spouse is less than or equal to 20% of the YMPE in the year that the employee terminates service, or dies, as applicable, and if the employee or spouse has not elected to receive such benefit in a lump sum in accordance with the preceding paragraphs of this Section, then the Company shall require the transfer of the commuted value of such pension pursuant to Article V, Section 2(c)(3) in satisfaction of the employee's or spouse's entitlement to the pension.

### **Section 4. Unlocking for Non-Resident Employee**

Notwithstanding the locking-in provisions of the Plan, if an employee elects a transfer of a commuted value pursuant to Article V, Section 2(c)(3) or a spouse elects a transfer pursuant to Article I, Section 7(i) or Article I, Section 13, and if that employee or spouse has been absent from Canada for at least two years and has become a non-resident of Canada for purpose of the Income Tax Act, then the locking-in provisions do not apply to payment of the commuted value provided that the employee or spouse, as applicable, completes and files the prescribed documents with the Company and the employee or

spouse, as applicable, may elect to receive the commuted value in a lump sum in cash less applicable withholdings or, at the election of the employee and subject to the Revenue Rules, transfer it to a registered retirement savings plan.

Notwithstanding the locking-in provisions of the Plan and subject to the Act, an employee or spouse entitled to a deferred pension who has been absent from Canada for at least two years and who has become a non-resident of Canada for purposes of the Income Tax Act may elect to receive the commuted value of such deferred pension in a lump sum (or transfer it to a registered retirement savings plan) provided that the employee or spouse, as applicable, completes and files the prescribed documents with the Company.

## **Section 5.      Unlocking for Shortened Life Expectancy**

Notwithstanding Article V, Section 2(c)(3) and the locking-in provisions of the Plan, if the employee:

- (i)** establishes that they have an illness or disability which is terminal or likely to shorten their life expectancy considerably, as certified by a written statement from a qualified medical practitioner as prescribed under the Act;
- (ii)** provides an application to the Company in the prescribed form;
- (iii)** if married, provides written evidence of spousal consent to the Company in the form prescribed by the Act if the employee has a spouse; and
- (iv)** satisfies any other conditions prescribed by the Act, such employee may elect to receive the commuted value of the employee's benefit as a lump sum in cash, subject to income tax withholding or the employee may direct payment of the lump sum into a registered retirement savings plan.

## **APPENDIX K**

### **NEW BRUNSWICK EMPLOYEES**

The provisions of this Appendix shall apply to any employee who retires, dies or otherwise loses accumulated credited service under the provisions of Article II, Section 4 while the employee's participation in the Plan is governed by the Pension Benefits Act, S.N.B. 1987 c.P-5.1, (the "Act"). The regular provisions of the Plan shall apply to such employee except to the extent that such provisions are modified by this Appendix.

#### **Section 1. Spousal Relationship**

In lieu of the first paragraph of the definition of spouse in Article VIII, the term "spouse" shall mean a person:

- (a)** to whom the employee is married;
- (b)** married to the employee by a marriage that is voidable, if such marriage has not been voided by a declaration of nullity;
- (c)** who, in good faith, has gone through a form of marriage with the employee which is void, if such person and the employee have cohabited within the preceding year; or
- (d)** who is not married to the employee but who has been cohabiting with the employee in a conjugal relationship for a continuous period of at least two years.

If a person who meets the definition under subsection (a), (b) or (c) above and a person who meets the definition under (d) above both claim the same spousal benefit then the person who meets the definition under subsection (a), (b) or (c) shall prevail. A person shall not qualify as a Spouse for the purposes of the Plan, if the employee's benefit under the Plan has been subject to division between the person and the employee in accordance with Article IV, Section 4.

#### **Section 2. Pre-Retirement Death Benefit**

Notwithstanding the provisions of Article I, Section 7(i), a Spouse may not waive entitlement to a pre-retirement death benefit under that Section.

### **Section 3. Small Benefits**

The provisions of this Section apply in lieu of Article IV, Section 6.

If the commuted value of the annual pension payable to a deferred employee or a retired employee, divided by 1.06 for each year between the age of the employee on December 31 in the year of termination of service and the employee's 65<sup>th</sup> birthday, is less than 40% of the YMPE in the year that the employee terminates service, then the employee may elect to receive the commuted value of such benefit in a lump sum in satisfaction of the employee's entitlement to the pension provided that the employee's spouse, if any, completes the waiver prescribed under the Act.

If the commuted value of the annual pension payable to a former employee is less than 10% of the YMPE in the year that the employee breaks service, or dies, as applicable, the Company shall require the transfer of the commuted value of such pension value to one of the alternatives set out in Article V, Section 2(c)(3) in satisfaction of the employee's entitlement to the pension.

### **Section 4. Unlocking for Non-Residency**

Notwithstanding Article V, Section 2(c)(3) and the locking-in provisions of the Plan, a former employee entitled to a deferred or immediate pension may elect to receive the commuted value of that pension in a lump sum provided that both the employee and the employee's spouse, if any, are not Canadian citizens and are not residents of Canada for purposes of the Income Tax Act and provided that the employee, and the employee's spouse if any, complete and file the prescribed documents with the Company.

## APPENDIX L

### PENSION INCENTIVES FOR CLOSURES OF OSHAWA, WINDSOR TRANSMISSION AND LEAR

This Appendix confirms the discussions between the Company and the Union regarding the pension enhancements that will be offered to affected employees working at the Oshawa Facilities, Windsor Transmission Plant or Lear Facility who terminate employment as a result of the closure of such plant or facility. The regular provisions of the Plan apply to the affected employees except to the extent that they are modified by this Appendix.

#### Part A - Definitions

**A1.01 "Affected Employee"** means any of an Affected Lear Employee, Affected Oshawa Truck Employee or Affected Windsor Employee, but not an Affected Oshawa Attrition Employee.

**A1.02 "Affected Lear Employee"** means a former Employee who was employed at the Windsor Trim operations immediately prior to January 1, 1997, whose pension entitlements are governed by Appendix C of the Plan and who terminates employment from Lear Corporation on or after June 6, 2008 as a result of the closure by Lear Corporation of the Windsor Trim operations.

**A1.03 "Affected Oshawa Attrition Employee"** means an Employee whose employment with the Company terminates:

- (a) on or after May 1, 2009 as a result of the Oshawa Special Attrition Program; or
- (b) on or after May 1, 2009 as a result of the Special Attrition Program for Skilled Trades.

**A1.04 "Affected Oshawa Truck Employee"** means an Employee whose employment with the Company terminates on or after August 1, 2008 as a result of the closure of the Oshawa Truck Facility.

**A1.05 "Affected Windsor Employee"** means an Employee whose employment with the Company terminates on or

after June 1, 2009 as a result of the closure of the Windsor Transmission Plant.

**A1.06 "Document 12 Attachment"** means the Attachment to Document 12 Regarding the Closure of the Windsor Transmission Plant.

**A1.07 "Termination Date"** means:

- (a) in the case of an Affected Windsor Employee, the date when the Employee breaks service with the Company;
- (b) in the case of an Affected Oshawa Truck Employee or Affected Oshawa Attrition Employee who takes a benefit under Part C of this Appendix, the date of the Employee's exit from the workplace; and
- (c) in the case of a Affected Lear Employee, the date the Eligibility Credited Service of the Employee is considered broken under Section B of Appendix C of the Plan.

## **Part B – Windsor Transmission Provisions**

**B1.01 Enhanced Retirement Benefits**

An Affected Windsor Employee who meets the eligibility requirements under a category in the table below may elect to receive a basic benefit, supplementary pension, and special allowance commencing on the date specified in the table below for the applicable category.

Category	Eligibility Requirements	Commencement Date
1	<ul style="list-style-type: none"> <li>30 or more years of eligibility service on Termination Date</li> <li>elects option 1 under the Document12 Attachment</li> </ul>	Immediate
2	<ul style="list-style-type: none"> <li>age 50 or older on Termination Date</li> <li>has 10 or more but less than 30 years of eligibility service on Termination Date</li> <li>elects option 2 under the Document 12 Attachment</li> </ul>	First of the month following the earlier of: <ul style="list-style-type: none"> <li>the date when employee would have reached 30 years of eligibility service</li> <li>attainment of age 55</li> </ul>
3	<ul style="list-style-type: none"> <li>less than age 50 at Termination Date</li> <li>at least 28.1 but less than 30 years of eligibility service at Termination Date</li> <li>elects option 3 under the Document 12 Attachment</li> </ul>	First of the month following the earlier of: <ul style="list-style-type: none"> <li>the date when employee would have reached 30 years of eligibility service</li> <li>attainment of age 55</li> </ul>
4	<ul style="list-style-type: none"> <li>age 47 or older but less than 50 on Termination Date</li> <li>has at least 20 but less than 28.1 years of eligibility service at Termination Date</li> <li>elects option 4 under the Document 12 Attachment;</li> </ul>	First of the month following the earlier of: <ul style="list-style-type: none"> <li>the date when employee would have reached 30 years of eligibility service</li> <li>attainment of age 55</li> </ul>
5	<ul style="list-style-type: none"> <li>less than age 47 at Termination Date</li> <li>has at least 20 but less than 28.1 years of eligibility service at Termination Date</li> <li>elects option 5 under the Document 12 Attachment;</li> </ul>	First of the month following the earlier of: <ul style="list-style-type: none"> <li>the date when employee would have reached 30 years of eligibility service</li> <li>attainment of age 55</li> </ul>

The amount of basic benefit and supplementary pension shall be determined using the Affected Windsor Employee's credited service and the benefit rates in effect on the Employee's Termination Date. The special allowance shall be determined using the special allowance benefit rate in effect on the Employee's Termination Date and, for categories 2, 3, 4 and 5, multiplied by the credited service accrued to the Employee's Termination Date and divided by 30.

## Part C – Oshawa Provisions

### C1.01 Leave to Retirement

An Affected Oshawa Truck Employee who:

- (a) ceases active employment at the workplace no later than December 1, 2009;
- (b) elects Option 3 under the terms of the Oshawa Site Incentive Program; and
- (c) has accrued at least 26 years of eligibility service as of their date of exit from the workplace;

shall be considered to be on paid leave from the Company following exit from the workplace for a period equal to 30 years minus the Employee's eligibility service at their exit date, or to the Employee's date of death if earlier.

An Affected Oshawa Attrition Employee who:

- (a) ceases active employment at the workplace no later than:
  - (i) December 1, 2009 in the case of an Employee described in subsection A1.03(a)
  - (ii) December 31, 2012 in the case of an Employee described in subsection A1.03(b);
- (b) has accrued at least 26 years of eligibility service as of their date of exit from the workplace (27 years in the case of an Affected Oshawa Attrition Employee described in subsection A1.03(b));

shall be considered to be on paid leave from the Company following exit from the workplace for a period equal to 30 years minus the Employee's eligibility service at their exit date, or to the Employee's date of death if earlier.

During this leave the Affected Oshawa Truck or Affected Oshawa Attrition Employee shall continue to accrue credited service pursuant to Article II, Section 2(a) as if the Employee has 1700 compensated hours each year, subject to the limits in Article II, Section 3 of the Plan.

At the end of such leave the Affected Oshawa Truck Employee or Affected Oshawa Attrition Employee shall retire pursuant to Article I, Section 2(a)(3) and the benefits payable to such Employee shall be determined using the Employee's credited service at date of retirement and the benefit rates in effect at that time.

## **Part D – Grow-In & Statutory Options**

### **D 1.01 Grow-In**

Notwithstanding the provisions of Article I, Section 2 and Article V, Section 2 of the Plan, if the attained age plus eligibility service of an Affected Employee equals or exceeds 55 years on their Termination Date then the Affected Employee may elect retirement benefits under the terms of the Plan, not including the provisions of Part B or C of this Appendix. For this purpose the following rules apply:

- (a) Eligibility for any particular type of retirement shall be determined as if the Employee had continued to work for the Company until the retirement date selected by the Employee.
- (b) Credited service for purposes of calculating the amount of basic benefit, and supplementary pension if applicable, shall be determined based on credited service accrued to the Employee's Termination Date.
- (c) The amount of basic benefit shall be determined using the basic benefit rate in effect on the Employee's Termination Date, adjusted for any reduction for early retirement which may apply to the type of retirement elected by the Employee.
- (d) If the Employee has at least 10 years of eligibility service on Termination Date, then the Employee shall qualify for the supplementary pension and the amount shall be calculated using the supplementary pension rate in effect on the Employee's Termination Date.
- (e) If the Employee has at least 10 years of eligibility service on Termination Date and under paragraph (a) would be considered to have accrued 30 years of eligibility service by the selected retirement date, then the Employee shall qualify for the special allowance and the amount of the special allowance shall be determined using the rate in effect on the Employee's Termination Date, multiplied by the credited service of the Employee determined under paragraph (b) above (but not exceeding 30) divided by 30.

### **D1.02 Immediate Vesting**

An Affected Employee who is not eligible to retire under Part B or C of this Appendix, or clause D1.01 shall, when the Employee reaches their Termination Date, be entitled to receive a deferred pension under Article V, Section 2 of the Plan

regardless of the length of their participation in the Plan. The basic benefit of such Employee shall be determined using the basic benefit rate in effect on the Employee's Termination Date.

### **D1.03 Full Portability**

Notwithstanding the provisions of Article V, Section 2(c) of the Plan, an Affected Employee who is entitled to a pension under the regular terms of the Plan not including the provisions of Part B or C of this Appendix or to retire under clause D1.01 of this Appendix may elect to transfer the commuted value of such retirement benefits to one of the locked-in vehicles listed in Article V, Section 2(c)(3) of the Plan provided that the Affected Employee notifies the Company of such selection in such form and manner as complies with the Act.

### **D1.04 Timing of Election**

An Affected Employee who wishes to retire pursuant to clause D1.01 or elect a transfer pursuant to clause D1.03 of this Appendix must complete and deliver to the Company an election, in the form prescribed by the Company, within 90 days of receipt of the statement setting out their entitlements under this Appendix. An Affected Employee who fails to complete and deliver such form within the stated time shall, if such Employee has broken service with the Company, and subject to the requirements of Applicable Pension Laws, be deemed to have elected to receive a deferred pension payable under the terms of the Plan and this Appendix and commencing at the earliest date when it will be unreduced for early commencement.

## **Part E – Miscellaneous**

### **E1.01 No Duplication of Options**

An Affected Employee may not elect to receive benefits under more than one of Part B, C, or D of this Appendix or the regular provisions of the Plan.

### **E1.02 ITA Limits**

Notwithstanding any other provision of this Appendix, the benefits payable under this Appendix shall not exceed the relevant limits in Article I, Section 10 and 11.

## APPENDIX M

### DEFINED CONTRIBUTION PROVISIONS

This Appendix contains the defined contribution provisions of the Plan effective October 1, 2016 and it applies to employees who were hired on or after September 20, 2016. A reference to employee in this Appendix M means an employee who is accruing, or has, accrued defined contributions under this Appendix.

#### **M1 Definitions**

In this Appendix the terms Applicable Pension Laws, Beneficiary, Company, Employee, Revenue Rules, Seniority and Spouse have the same meanings as in the defined benefit provisions found in the rest of the Plan. In addition, the terms below have the meanings set out below for purposes of this Appendix.

**“Defined Contribution Account”** means the account established under Section M2.02 for an employee comprised of all contributions made under the terms of this Appendix by the employee and by the Company in respect of the employee.

**“Employee Contribution”** means a contribution made by an Employee pursuant to Section M3.02 or M3.03.

**“Employer Contribution”** means a contribution made by the Company in respect of an Employee pursuant to Section M3.01 or M3.03.

**“Funding Agreement”** means the written trust agreement or agreements or insurance contract or contracts between the Company and the funding agent(s) for the purposes of the defined contribution assets under this Appendix, as amended, substituted or replaced from time to time.

**“Funding Agent”** means the trust company or insurance company chosen by the Company under Section M2.01 to hold the defined contribution assets under this Appendix.

**“Pensionable Earnings”** means straight-time base wage earnings for all hours worked in a week, plus COLA, if eligible.

**M2.01 Funding Agent**

The Company shall designate a funding(s) agent and execute a funding agreement(s) with such funding agent for the purpose of receiving and holding Company and employee contributions under this Appendix.

**M2.02 Defined Contribution Accounts**

The Company shall direct the funding agent to establish a defined contribution account for each employee covered by this Appendix comprised of all contributions made under the terms of this Appendix by the employee and by the Company in respect of the employee, adjusted by any investment gains or losses net of fees and charges that may be allocated in determining gains and losses, and reduced by all fees and expenses that are charged to the account.

**M2.03 Investment of Defined Contribution Accounts**

The Company shall determine the investment options available for defined contribution accounts and may modify such options from time to time as it considers appropriate. Each employee covered by this Appendix may direct the investment of their defined contribution account in one or more of the investment options made available under the terms of the funding agreement, subject to the terms of the funding agreement and/or any rules prescribed by the Company, including those relating to the default investments for any employee who fails to submit instructions concerning the investment of their defined contribution account. An employee with a defined contribution account may change investment selections with such frequency as may be permitted by the Company or provided under the terms of the applicable funding agreement. In the absence of directions provided by the employee, the employee's defined contribution account shall be invested in such default investment option as may be determined by the Company from time to time and as may be changed by the Company from time to time.

The investment earnings, gains and losses arising within each investment option for defined contribution accounts shall be determined in accordance with the terms of the funding agreement and allocated to the defined contribution accounts no less frequently than monthly.

## **M2.04 Fees and Expenses**

All fees and expenses in connection with the investment of the defined contribution accounts and the defined contribution provisions of this Appendix, including without limitation investment management fees, investment counsel fees, brokerage fees, commissions and transfer taxes, shall be paid by way of adjustment to the net investment returns of the respective defined contribution accounts, subject to the provisions of the funding agreement.

All fees and expenses in connection with the operation and administration of the defined contribution accounts and the defined contribution provisions of this Appendix, including without limitation set up fees, record-keeping, plan and account information updates and statements, transaction records, and custodial fees will be the responsibility of the Company.

Any fees related to a specific transaction initiated by an employee or former employee, including penalty fees, shall be deducted from their defined contribution account, in accordance with the terms of the funding agreement.

## **M2.05 Use of Defined Benefit Surplus for DC Contributions**

At the discretion of the Company, and subject to Applicable Pension Laws, and in lieu of cash contribution to defined contribution accounts, the Company may use surplus from the trust fund under the defined benefit provisions of the Plan, to satisfy the Company's contribution requirements, in whole or in part, under Section M3.01 or M3.03 of this Appendix.

## **M2.06 Limited Obligation**

The obligation of the Company with respect to the funding of benefits under this Appendix M is limited to the obligation to remit contributions pursuant to Section M3. This Appendix does not constitute any guarantee by the Company as to the sufficiency of a defined contribution account or the investment returns earned in the defined contribution account of an employee, or to the sufficiency of the amount of the benefit which will be payable to or in respect of the employee upon their retirement, termination or death.

## **M3 Contributions**

### **M3.01 Company Contributions**

Before January 1, 2024, the Company shall make contributions on behalf of each employee covered by this Appendix at the rate of 4% of the employee's Pensionable Earnings for allocation to the employee's defined contribution account. Effective January 1, 2024, the Company shall make contributions on behalf of each employee covered by Appendix M at the rate of 7% of the employee's Pensionable Earnings earned beginning with the first full payroll week in 2024 for allocation to the employee's defined contribution account. The Company contributions shall be calculated for each compensated hour worked by the employee, to a maximum of two thousand and eighty (2,080) hours in a calendar year.

The Company contributions shall be paid and allocated to the employee's defined contribution account within thirty (30) days following the end of the month in respect of which the contributions are made.

Notwithstanding the above, effective December 31, 2024, the Company shall cease making Company contributions on behalf of employees covered by Appendix M.

### **M3.02 Employee Required Contributions**

An employee covered by this Appendix shall make contributions by way of payroll deduction at the rate of 4.0% of the employee's Pensionable Earnings for allocation to the employee's defined contribution account. The contributions shall be calculated for each compensated hour worked by the employee, to a maximum of two thousand and eighty (2,080) hours in a calendar year.

Employee contributions shall be paid and allocated to the employee's defined contribution account within thirty (30) days following the end of the month in which the employee contributions are withheld.

Notwithstanding the above, effective December 31, 2024, an employee covered by Appendix M shall cease making contributions under Article M3.02 of Appendix M.

### **M3.03 Employee Optional Contributions and Match**

An employee may elect to contribute an additional 1.0% of Pensionable Earnings by way of payroll deduction for allocation to the employee's defined contribution account, up to a maximum of two thousand and eighty (2,080) hours per year. The Company will contribute an additional 2.0% of the employee's Pensionable Earnings for allocation to the employee's defined contribution account for any period that the employee makes such optional contributions.

An employee may elect to make optional contributions under this Section M3.03 subject to such time limitations as the Company may impose. An employee who fails to make such election shall be deemed to have elected to make no such contributions. An employee who is making optional contributions may revoke the election at any time subject to such time limitations as the Company may impose. An employee who is not making optional contributions may elect to begin to contribute at any time subject to such time limitations as the Company may impose. Any change, election or revocation shall be effective on the first day of the next payroll period, subject to any time limitations imposed by the Company.

Notwithstanding the above, effective January 1, 2024, an employee covered by this Appendix M shall no longer be permitted to make any optional contributions.

### **M3.04 Contributions During Leaves and Absences**

An employee may elect to make required contributions in accordance with Section M3.02 and, may also elect to make optional contributions in accordance with Section M3.03, during:

- (a)** a statutory leave taken under the authority of the applicable employment standards legislation to the extent required under the statute;
- (b)** an absence from work while the employee is in receipt of benefits under the applicable workers compensation legislation, due to occupational injury or disease incurred during the course of such employee's employment with the Company. This is not to exceed the maximum period required for continuation of pension contributions under the workers compensation legislation;

- (c) a period of approved sick leave where the employee is receiving sickness and accident benefits, to a maximum of two thousand and eighty (2,080) hours for each sickness or accident claim;
- (d) a period of layoff where the employee is eligible to apply for supplementary unemployment benefits, to a maximum of two thousand and eighty (2,080) hours for a single continuous period of layoff; and
- (e) a leave of absence under Paragraph 70 of the Collective Bargaining Agreement if the leave was granted for the purpose of permitting the employee to engage in the business of or to work for the Local Union, or if the leave was granted under Paragraph 71 of the Collective Bargaining Agreement for the purpose of permitting the employee to engage in the business of or to work for the National Union, Unifor while on such leave.

The Company shall make Company contributions in accordance with Section M3.01 on behalf of an employee for any period described in this Section M3.04 when the employee makes required contributions pursuant to this Section M3.04 for that period. The Company shall make matching contributions in accordance with Section M3.03 on behalf of an employee for any period described in this Section when the employee makes optional contributions pursuant to this Section M3.04 for that period. Contributions for any period under this Section M3.04 shall be calculated based on the straight-time base wage earnings only, to a maximum of forty (40) hours per week, that the employee would have received if the employee was actively at work. Contributions shall not be based on more than two thousand and eighty (2,080) hours in any year.

Company and employee contributions shall cease during all other periods of leave of absence not referenced in this Section M3.04.

For clarity, effective January 1, 2024, an employee on a leave described in this Article M3.04 of Appendix M shall not be permitted to make contributions under M3.03 of Appendix M. Further, effective January 1, 2025, an employee on a leave described in this Article M3.04 of Appendix M shall not be permitted to make contributions under Article M3.02 of Appendix M, as applicable.

### **M3.05 Maximum Contribution Limit**

Notwithstanding any other provision of this Section M3, the total of all contributions made or allocated to an employee's defined contribution account for any calendar year shall not exceed the lesser of:

- (a)** the money purchase limit for the year; and
- (b)** 18% of the employee's compensation for the year, and for the purposes of this provision, "money purchase limit" has the meaning given to that term under the Revenue Rules.

In addition, the limits respecting "prescribed compensation" under the Revenue Rules shall apply for contributions made during a period in which the employee does not receive compensation, other than when the employee is "disabled" as defined under the Revenue Rules. In no event shall the contributions made in a calendar year to an employee's defined contribution account result in a pension adjustment or any other limits being exceeded, as required by the Revenue Rules.

### **M3.06 Repayment of Excess Contributions**

If the total contributions to a defined contribution account in respect of an employee for a calendar year exceed the limit set out in Section M3.04 or otherwise cause the Plan's registration to be revocable under Revenue Rules, such contributions shall be returned to the Company and employee, in proportion to the contributions made by each during the year, subject to conditions and approval procedures under Applicable Pension Laws. Upon such repayment, the balance of the employee's defined contribution account shall be adjusted accordingly. Any repayments required by this Section shall be made no later than the last day of February in the year following the calendar year in which the excess arose.

## **M4 RETIREMENT BENEFITS**

### **M4.01 Amount of Benefit**

An employee who retires on, before or after their normal retirement date pursuant to Section 1, 2 or 3 of Article I may elect to:

- (a) transfer the balance of their defined contribution account to purchase an annuity from an insurance company licensed to carry on business in Canada;
- (b) transfer the balance of their defined contribution account to another registered pension plan, provided that the administrator of the other plan permits the transfer; or
- (c) transfer the balance of their defined contribution account to a life income fund, a locked-in retirement account, or such other retirement savings vehicle as prescribed under the Applicable Pension Laws.

If an employee fails to elect to transfer pursuant to (a), (b) or (c) above, within the timeframe prescribed by the Applicable Pension Laws, then the Company may select an insurance company and purchase an annuity on behalf of the employee or may settle the employee's entitlement in any other way permitted by the Applicable Pension Laws. Such annuity shall be payable commencing at the employee's normal retirement date and in the normal form specified in Section M5.01 or M5.02, as applicable. In no case shall the Company, nor any of its officers, directors or employees be liable in any way as a result of the Company's selection of such insurance company or the purchase or selection of an annuity or as a result of any other settlement made by the Company.

Upon any such transfer or purchase pursuant to this Section M4.01, the employee shall have no further rights or entitlement under this Appendix.

## **M5 FORM OF ANNUITY**

### **M5.01 Normal Form of Annuity**

If an employee's defined contribution account is transferred to purchase an annuity from an insurance company pursuant to Section M4.01 or M6.01, the normal form of annuity shall be a benefit payable in equal monthly instalments for the lifetime of the employee.

### **M5.02 Automatic Normal Form for Employee with a Spouse**

Notwithstanding Section M5.01 above, if the employee has a spouse on the date on which annuity payments commence to be paid, the annuity must be paid as a joint and survivor annuity

payable in equal monthly instalments for the life of the employee and payable after the employee's death to the spouse for the spouse's life in monthly instalments equal to at least 60% of the amount the employee was receiving immediately before their death. This requirement shall not apply if the employee and their spouse complete the prescribed form of waiver under the Applicable Pension Laws within the timeframe prescribed by the Applicable Pension Laws prior to the date the annuity payments commence, and file the completed form with the insurance company that provides the annuity.

### **M5.03 Optional Forms**

Subject to the availability of optional forms from an insurance company licensed to carry on business in Canada, and subject to the Revenue Rules and the Applicable Pension Laws, an employee may elect to purchase their retirement annuity or deferred retirement annuity in a form other than those set out under Sections M5.01 and M5.02, subject to the requirement to provide a prescribed form of waiver if the provisions of Section M5.02 apply.

## **M6 TERMINATION BENEFITS**

### **M6.01 Termination Benefits**

If an employee breaks seniority for any reason other than death or retirement, the employee is entitled to transfer the balance of their defined contribution account as provided in Section M4.01.

If an employee fails to elect to transfer pursuant to Section M4.01, within ninety (90) days of receiving their termination statement from the Company, then the Company may settle the employee's entitlement in accordance with the default under Section M4.01. Any annuity resulting from the transfer of the employee's defined contribution account shall be payable in accordance with Section M5. In no case shall the Company, nor any of its officers, directors or employees be liable in any way as a result of the selection of such insurance or the purchase or selection of an annuity.

Upon any such transfer or purchase pursuant to this Section, the employee shall cease to be an employee and shall have no further rights or entitlement under this Appendix.

## **M7 DEATH BENEFITS**

### **M7.01 Pre-Retirement Death Benefit**

If an employee dies before electing a transfer of their defined contribution account in accordance with either Section M4 or Section M6, then a pre-retirement death benefit shall be paid to the surviving spouse of the employee equal to the balance of their defined contribution account.

### **M7.02 Form of Pre-Retirement Death Benefit**

The surviving spouse of an employee may elect to have the death benefit in Section M7.01 payable in one of the following forms:

- (a)** a lump sum payment, subject to withholding taxes as required by law;
- (b)** an annuity purchased from an insurance company licensed to carry on business in Canada payable for the spouse's lifetime in such amount as may be provided by (a) above, commencing at any time prior to December 31 of the calendar year in which the spouse attains age 71 (or such other date as permitted under the Revenue Rules); or
- (c)** a direct transfer of the lump sum amount to the spouse's registered retirement savings plan or to the spouse's registered pension plan if the administrator of the plan accepts such transfer.

If the spouse fails to make an election within 90 days of being advised of the optional forms of settlement available under this Section, the spouse shall be deemed to have elected a lump sum payment under (a).

### **M7.03 Waiver of Pre-Retirement Death Benefit**

A spouse of an employee may waive entitlement to the pre-retirement death benefit payable under Section M7.01 by completing and filing a waiver with the Company in the form and manner prescribed under the Applicable Pension Laws. In such case, the pre-retirement death benefit shall be payable as if the employee had no spouse on their date of death.

## **M7.04 Payment to Beneficiary**

If an employee does not have a spouse at time of death, or if the spouse has waived their entitlement to the death benefit in accordance with Section M7.03, then the pre-retirement death benefit payable under Section M7.01 shall be paid to the beneficiary or, if none, to the estate of the employee, in a lump sum, subject to withholding taxes required by law.

## **M8 OTHER PROVISIONS**

### **M8.01 Provisions from Main Plan**

The following provisions from the main Plan apply under this Appendix, modified as necessary to reflect defined contribution provisions:

- (a)** the administration provisions of Article IV generally;
- (b)** the small benefit provisions of Article IV, Section 6 shall apply to the combined defined benefits and defined contribution entitlements of an employee;
- (c)** the non-alienation provisions of Article V, Section 3;
- (d)** all provisions of Article VI (miscellaneous);
- (e)** Sections 1 and 2 of Article VII, Section 1 and 2 regarding the amendment and termination of the Plan, except that on a termination of the Plan each defined contribution account shall be applied as provided under Section M4.01 or M6.01 as applicable for the benefit of the employee;
- (f)** the following provisions of Appendix D (Manitoba employees):
  - (1) Section 1 (spousal relationship);
  - (2) Section 2 applies to lock in a pre-retirement death benefit so that a lump sum is not available and a transfer shall be made to one of the options under M4.01(a), (b) or (c); and
  - (3) Section 3 (non-residency);

**(g)** the following provisions of Appendix G (Quebec employees):

- (1) Section 1 (spousal relationship);
- (2) Section 4 (temporary pension); and
- (3) Section 6 (non-residency);

**(h)** the following provisions of Appendix I (Alberta employees);

- (1) Section 1 (spousal relationship);
- (2) Section 2 applies to lock in a pre-retirement death benefit so that a lump sum is not available and a transfer shall be made to one of the options under M4.01(a), (b) or (c);
- (3) Section 3 (50% unlocking);
- (4) Section 4 (non-residency);
- (5) Section 5 (small benefit); and
- (6) Section 6 (shortened life expectancy).

**(i)** the following provisions of Appendix J (British Columbia employees):

- (1) Section 1 (spousal relationship);
- (2) Section 2 applies to lock in a pre-retirement death benefit so that a lump sum is not available and a transfer shall be made to one of the options under M4.01(a), (b) or (c);
- (3) the small benefit provisions of Section 3 shall apply to the combined defined benefits and defined contribution entitlements of an employee);
- (4) Section 4 (non-residency); and
- (5) Section 5 (shortened life expectancy).

**(j)** the following provisions of Appendix K (New Brunswick employees):

- (1) Section 1 (spousal relationship);
- (2) Section 2 applies to lock in a pre-retirement death benefit so that a lump sum is not available and a transfer shall be made to one of the options under M4.01(a), (b) or (c);
- (3) the small benefit provisions of Section 3 shall apply to the combined defined benefits and defined contribution entitlements of an employee); and
- (4) Section 4 (non-residency).

## APPENDIX N

This Appendix confirms the discussions between the Company and the Union regarding the pension enhancements that were offered to Affected Employees, as that term is defined in this Appendix N. The regular provisions of the Plan apply to the Affected Employees except to the extent that they are modified by this Appendix.

**N1.01**        "**Affected Employee**" means a full-time Union member with seniority who was employed by the Company at the Oshawa Assembly Plant and who suffered a permanent job loss as a result of the November 26, 2018 announcement by the Company to end production at the Oshawa Assembly Plant.

**N1.02**        "**Oshawa Site Incentive Programs**" means the programs set out in Attachment "A" to the Oshawa Transition Agreement dated May 7, 2019.

**N1.03**        "**Separation Date**" means the date that the Affected Employee ceases to be actively employed.

### **N2.01        Leave to Retirement**

An Affected Employee who:

- (a)** reaches their Separation Date; and
- (b)** elects and is eligible for the first alternative under Option 2 of the terms of the Oshawa Site Incentive Programs; and
- (c)** has accrued at least 26 years but less than 30 years of credited service or eligibility service as of their Separation Date;

shall be considered to be on paid leave from the Company, following their Separation Date for a period equal to 30 years minus the greater of the Affected Employee's credited service or eligibility service at their Separation Date, or to the Affected Employee's date of death if earlier, but only if the Affected Employee will be able to accrue sufficient additional credited service to attain such 30 years of credited service or eligibility service without first reaching the limit imposed under Article II, Section 3 of the Plan.

During this leave the Affected Employee shall continue to accrue credited service pursuant to Article II, Section 2(a) as if the Affected Employee has 1700 compensated hours each

year, subject again to the limit imposed under Article II, Section 3 of the Plan.

At the end of such leave the Affected Employee shall retire pursuant to Article I, Section 2(a)(3). Notwithstanding anything to the contrary in the Plan the benefits payable to such Affected Employee shall commence as of the first of the month coincident with or next following such retirement and shall be determined using the Affected Employee's credited service at date of retirement and the benefit rates in effect at that time except that the "Total Monthly Benefit Rate for Determining Monthly Special Allowance" under Article I, Section 9 shall be multiplied by the ratio of the Affected Employee's years of credited service at their retirement, to a maximum of 30 years, over 30.

## **N2.02        Pro-Rated Special Allowance**

An Affected Employee who:

- (a)** reaches their Separation Date; and
- (b)** elects and is eligible for the second alternative under Option 2 of the terms of the Oshawa Site Incentive Programs; and
- (c)** has accrued at least 26 years but less than 30 years of credited service or eligibility service as of their Separation Date;

shall retire as of their Separation Date. The benefit payable to such Affected Employee shall commence as of the first of the month coincident with or next following such retirement and shall consist of a basic benefit calculated under Article I, Section 4(a) and a special allowance calculated under Article I, Section 9 except that the "Total Monthly Benefit Rate for Determining Monthly Special Allowance" under Article I, Section 9 shall be multiplied by the ratio of the Affected Employee's credited service at their Separation Date over 30.

## **N2.03        Maximum Lifetime Pension**

Notwithstanding the limits in Article I, Section 4(a)(3), the annual lifetime pension payable to an Affected Employee who retires under Section N2.01 or the existing provisions of the plan and who is a "qualifying individual" under an "approved downsizing program" for purposes of Regulation 8505(2) and (2.1) under the Income Tax Act (Canada), shall not be greater than (a) multiplied by the lesser of (b) and (c) at the time of retirement, where:

(a) is equal to 100% less 0.25% for each month, if any, by which the date the pension commences to be paid precedes the earliest of:

(1) the date the Affected Employee attains age 55;

(2) the date the Affected Employee completed, or would have completed had the Affected Employee continued in employment after the date of retirement, 25 years of early retirement eligibility service as specified under Regulation 8503(3)(c) under the Income Tax Act (Canada); and

(3) the date on which the aggregate of the Affected Employee's age and years of early retirement eligibility service as specified under Regulation 8503(3)(c) under the Income Tax Act (Canada) is, or would have been had the Affected Employee continued in employment after the date of retirement, equal to 75 years.

(b) is equal to the lesser of (1) and (2), multiplied by (3), where:

(1) is 2% of the Affected Employee's Best Average Earnings;

(2) is the defined benefit limit for the year of retirement as defined under Revenue Rules; and

(3) is the sum of credited service prior to January 1, 1992, to a maximum of 35 years, and credited service after December 31, 1991.

(c) is equal to (1) multiplied by (2), where:

(1) is 12 times the amount that is assigned to the Benefit Class Code as provided in Section 4(a) of Article I; and

(2) is the Affected Employee's credited service.

### **N3.01      No Duplication of Options**

An Affected Employee may not elect to receive benefits under more than one of Section N2.01 or N2.02 of this Appendix or the regular provisions of the Plan.

### **N3.02      Commuted Value Transfer**

The provisions of Article I, Section 13 apply to a retirement option under Section N2.01 or N2.02 of this Appendix to permit an Affected Employee to elect a transfer of the commuted value of the applicable retirement benefit.

**N4.01        Pension Commencement for Option 1  
Elections**

Notwithstanding anything to the contrary in the Plan, where an Affected Employee elects Option 1 under the terms of the Oshawa Site Incentive Program, the benefits payable to such Affected Employee under the Plan shall commence as of the first of the month coincident with or next following such retirement.

## STATEMENT OF INTENT

Notwithstanding the provisions of Exhibit A, Section 3(c), and Appendix F of The General Motors Canadian Hourly-Rate Employees Pension Plan, Insurance Items Agreed To of The General Motors Canadian Group Life and Disability Insurance Program For Hourly-Rate Employees, Insurance Items Agreed To of the General Motors Canadian Health Care Insurance Program for Hourly-Rate Employees, Articles IV and V of the Canadian Supplemental Unemployment Benefit Plan, and the Items Agreed to by GM-Unifor SUB 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 1,500 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 1,500 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, Group Life and Disability Insurance Program, 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 eight (8) hours of available time in a day.

4. In each plant covered by the GM-Unifor collective bargaining agreement with less than 600 employees at work on the effective date of the collective bargaining 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, and Health Care Insurance Agreements.

(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 SUB 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.

**Missing Oshawa Employees from Company Lists – 1973**  
**Negotiations**

Ms. Lana Payne  
National President, Unifor  
115 Gordon Baker Road  
Toronto, Ontario

Dear Ms. Payne:

During our discussions in the 1973 negotiations, the Union pointed out that the names of 67 employees from the Company's Oshawa location, who were absent from work because of layoff on or after January 18, 1965 and before January 1, 1968 as the direct result of the Canada - United States Automotive Trade Agreement, did not appear on listings previously prepared by the Company and submitted to the federal government. The names of these employees have been furnished to the Company by the Union.

Accordingly, upon their application, the Company will provide each of these employees, who has seniority on December 17, 1973, with credited service for 40 hours for each complete calendar week of such absence during which the employee had seniority, up to a maximum of one year of credited service for such absence. Not more than one year of credited service shall be granted for any calendar year and no duplication of credited service shall result for any such employee.

Yours truly,

GENERAL MOTORS OF CANADA COMPANY

Ritu Chatterjee  
General Director Labour Relations, Human Resources

Accepted and Approved:

Unifor

By: Lana Payne,  
National President, Unifor

**REVIEW OF TOTAL & PERMANENT DISABILITY  
UNDER THE PENSION PLAN**

Ms. Lana Payne  
National President, Unifor  
115 Gordon Baker Road  
Toronto, Ontario

Dear Ms. Payne:

During these negotiations the parties discussed and agreed to study a proposal to provide long-term total and permanent disability income on an insured basis, rather than requiring disabled employees to retire under the provisions of the Pension Plan, as at present. However, sufficient time did not exist during these negotiations for the parties to work out the involved details necessary to accomplish this modification.

Therefore, the parties have agreed to study the issue and, if we mutually agree it's desirable, to work out jointly the provisions necessary to provide long-term total and permanent disability income under the provisions of the Group Life and Disability Insurance Program, to eliminate the total and permanent disability provisions under the Pension Plan, without disruption of any existing levels of survivor benefits, and to attempt to incorporate such jointly-agreed upon provisions into the Group Life and Disability Insurance Program at the earliest practicable date.

Yours truly,

GENERAL MOTORS OF CANADA COMPANY

Ritu Chatterjee  
General Director Labour Relations, Human Resources

Accepted and Approved:

Unifor

By: Lana Payne,  
National President, Unifor

**SPECIAL ALLOWANCE REDUCTION**

Ms. Lana Payne  
National President, Unifor  
115 Gordon Baker Road  
Toronto, Ontario

Dear Ms. Payne:

It is understood that there will be no reduction in any monthly supplementary pension or special allowance due to the receipt or eligibility for an early retirement pension under the Canada Pension Plan and/or the Quebec Pension Plan.

Yours truly,

GENERAL MOTORS OF CANADA COMPANY

Ritu Chatterjee  
General Director Labour Relations, Human Resources

Accepted and Approved:

Unifor  
By: Lana Payne,  
National President, Unifor

**MOTOR COACH INDUSTRIES & SNYDER GMC  
TRUCK**

Ms. Lana Payne  
National President, Unifor  
115 Gordon Baker Road  
Toronto, Ontario

Dear Ms. Payne:

This will confirm our understanding reached during 1987 negotiations, with respect to former General Motors' employees who were members of CAW Local No. 728 (St. Eustache) and CAW Local No. 698 (Montreal Truck Centre) who were employed by Greyhound Canada Inc. (who do business under the name of Motor Coach Industries) and Snyder GMC Truck Centre, the respective purchasers of the former General Motors' facilities.

We agreed that certain employees, as outlined in the partial Pension Plan windups dated September, 1987 which were submitted to The Pension Commission of Ontario, who participated in our Plan and elect to remain in our Plan, shall be paid benefits under the provisions of the General Motors Canadian Hourly-Rate Employees Pension Plan in effect at the time these employees retire.

Yours truly,

GENERAL MOTORS OF CANADA COMPANY

Ritu Chatterjee  
General Director Labour Relations, Human Resources

Accepted and Approved:

Unifor  
By: Lana Payne,  
National President, Unifor

**REVIEW OF CREDITED SERVICE OF WOMEN**

Ms. Lana Payne  
National President, Unifor  
115 Gordon Baker Road  
Toronto, Ontario

Dear Ms. Payne:

In the 1960's, it was a common industry practice to have two seniority lists - one for men and one for women, with neither seniority group being able to exercise bumping rights outside of their group. As a consequence, women were in effect laid off out of line of seniority, had there been one seniority list. In the 1970 Local Agreements, the parties agreed to integrate seniority lists.

During these negotiations, the Company agreed to investigate the credited service of women who had worked in St. Catharines, Oshawa and London Diesel who were laid off in the 1965-1970 time period because of the use of two seniority lists. The list of these employees shall be supplied by the Union.

Where appropriate, the Company agreed to adjust these employee's credited service and/or seniority to the extent they would not have been laid off had there not been two seniority lists.

Yours truly,

GENERAL MOTORS OF CANADA COMPANY

Ritu Chatterjee  
General Director Labour Relations, Human Resources

Accepted and Approved:

Unifor  
By: Lana Payne,  
National President, Unifor

**TRUST FUND EXPENSES**

Ms. Lana Payne  
National President, Unifor  
115 Gordon Baker Road  
Toronto, Ontario

Dear Ms. Payne:

This letter confirms the understanding reached during negotiations that certain expenses necessary for the proper administration of the General Motors Canadian Hourly-Rate Employees Pension Plan will be paid from the trust fund, unless the Company elects to pay such expenses. These expenses fall into the following categories:

1. Fees for trustee, investment management, actuarial, systems and programming services.
2. Reimbursement of the Company for the direct cost of benefit administration performed by the Company for the General Motors Canadian Hourly-Rate Employees Pension Plan, excluding wages for Company personnel.

This understanding is in conformance with Section 2 of Exhibit A of the Pension Plan which states: "Expenses of the Plan, such as actuarial fees, investment management fees, trustee fees and administration costs, may also be payable from the trust fund or insured fund at the option of the Company."

Yours truly,

GENERAL MOTORS OF CANADA COMPANY

Ritu Chatterjee  
General Director Labour Relations, Human Resources

Accepted and Approved:

Unifor

By: Lana Payne,  
National President, Unifor

**EARNINGS LIMITATION CHANGES**

Ms. Lana Payne

National President, Unifor  
115 Gordon Baker Road  
North York, Ontario

Dear Ms. Payne:

During the 1999 negotiations the parties agreed to increase the earnings limitation on the special allowance benefit to the level of the Yearly Maximum Pensionable Earnings (YMPE).

In the event that any Financial Services Regulatory Authority of Ontario or Canada Revenue Agency rulings or legislation have adverse financial implications for either the Company or for retirees, the parties agree that the earnings limitation will be changed to the greater of \$22,000 or 50% of the YMPE.

Yours truly,

GENERAL MOTORS OF CANADA COMPANY

Ritu Chatterjee

General Director Labour Relations, Human Resources

Accepted and Approved:

Unifor

By: Lana Payne,

National President, Unifor

**CREDITED SERVICE MULTIPLE PLANS**

Ms. Lana Payne

National President, Unifor  
115 Gordon Baker Road  
Toronto, Ontario

Dear Ms. Payne:

This will confirm the understanding reached during the 1999 negotiations between the parties, concerning retirements, terminations or deaths occurring on or after January 1, 1992, for employees who have earned credited service after January 1, 1992 under more than one General Motors of Canada, General Motors Company or affiliate of General Motors Company Pension Plan or Retirement Program.

- If the employee transfers between such plans, the associated benefit will be paid from the respective plan where the credited service was earned, using applicable benefit rates in effect under each of the plans at the time of retirement, termination or death. Post retirement increases for each respective plan will be payable based on the credited service accrued from each respective plan.
- The credited service earned under each plan will be totaled and considered as "eligible credited service" for the purpose of meeting eligibility requirements, such as thirty years of service or 85 points.
- If the employee is entitled to a supplementary pension and/or a special allowance benefit, from more than one plan, based on the total "eligible credited service", then the supplementary pension and/or the special allowance benefit will be coordinated between plans. These benefits will be paid from each respective plan, on a prorated basis in the order the credited service was accrued, until the maximum benefit is reached (i.e. an employee retiring with 35 years of credited service, where the first 25 years were earned from one plan and the next 10 years from another plan a benefit based on 30 years would be prorated and paid from the first plan based on 25 years and from the second plan on 5 years, assuming the employee transferred to the second plan after January 1, 1992).

Yours truly,

GENERAL MOTORS OF CANADA COMPANY

Ritu Chatterjee

General Director Labour Relations, Human Resources

Accepted and Approved:

Unifor

By: Lana Payne,

National President, Unifor

**CAW LOCAL NO. 252 – TORONTO TRUCK CENTRE**

Ms. Lana Payne

National President, Unifor  
115 Gordon Baker Road  
Toronto, Ontario

Dear Ms. Payne:

This will confirm our understanding reached during 1993 negotiations, with respect to former General Motors' employees who were members of CAW Local No. 252 (Toronto Truck Centre).

We agreed that certain employees, as outlined in the partial Pension Plan windup report dated February, 1993 which was submitted to The Pension Commission of Ontario, who participated in our Plan and elect to remain in our Plan, shall be paid benefits under the provisions of the General Motors Canadian Hourly-Rate Employees Pension Plan in effect at the time these employees retire.

Yours truly,

GENERAL MOTORS OF CANADA COMPANY

Ritu Chatterjee

General Director Labour Relations, Human Resources

Accepted and Approved:

Unifor

By: Lana Payne,

National President, Unifor

Pension Letter 10

**REDUCTION OF PENSION BENEFIT**

Ms. Lana Payne

National President, Unifor  
115 Gordon Baker Road  
Toronto, Ontario

Dear Ms. Payne:

The parties agree that if an employee's total pension benefit is reduced because of the application of Section 10 or Section 11 of Article I, then the Company agrees to pay to such employee an equivalent pension from general revenues so long as the commuted value of that pension exceeds 4% of the YMPE at time of retirement.

When the commuted value is 4% or less of the YMPE at the time of retirement, the retired employee will be paid the value as a lump sum. Any other reductions in pension due to regulatory requirements shall continue to be paid as a lump sum at retirement. The payment could be treated as a retiring allowance and rolled tax free into a Registered Retirement Savings Plan (RRSP), to the extent permitted under Canada Revenue Agency regulations.

The determination of the commuted value shall be made at the time the employee's seniority ceases, based on the recommendations specified in the Canadian Institute of Actuaries Standard of Practice for Determining Pension Commuted Values that are in effect at that time.

Yours truly,

GENERAL MOTORS OF CANADA COMPANY

Ritu Chatterjee

General Director Labour Relations, Human Resources

Accepted and Approved:

Unifor

By: Lana Payne,

National President, Unifor120Let11

Pension Letter 11

**CAW LOCAL 1973 & SALE OF WINDSOR TRIM**

Ms. Lana Payne

National President, Unifor  
115 Gordon Baker Road  
Toronto, Ontario

Dear Ms. Payne:

This will confirm our understanding reached during 1999 negotiations, with respect to former General Motors' employees who were members of CAW Local 1973 (Windsor Trim) who were employed by Peregrine Windsor, Inc., the purchaser, and any subsequent successor companies, of the former General Motors' facility.

We agreed that certain employees, as outlined in the attachment to Document 12 regarding the Sale of the Windsor Trim Operation in the Master Agreement dated October 22, 1996, shall be paid benefits under the provisions of the General Motors Canadian Hourly-Rate Employees Pension Plan in effect at the time these employees retire.

Yours truly,

GENERAL MOTORS OF CANADA COMPANY

Ritu Chatterjee

General Director Labour Relations, Human Resources

Accepted and Approved:

Unifor

By: Lana Payne,

National President, Unifor

Pension Letter 12

**LOCAL 303 – SCARBOROUGH WINDUP PENSION  
BENEFITS**

Ms. Lana Payne  
National President, Unifor  
115 Gordon Baker Road  
Toronto, Ontario

Dear Ms. Payne:

This will confirm our understanding reached during the 1999 negotiations, with respect to General Motors' employees who were members of CAW Local 303 (Scarborough).

We agreed that certain employees who were not re-employed by General Motors and were entitled to pension benefits as outlined in the partial Pension Plan windup dated August 31, 1993, which was submitted to The Pension Commission of Ontario, shall be paid benefits under the provisions of the General Motors Canadian Hourly-Rate Employees Pension Plan in effect at the time these employees retire.

Yours truly,

GENERAL MOTORS OF CANADA COMPANY

Ritu Chatterjee  
General Director Labour Relations, Human Resources

Accepted and Approved:

Unifor

By: Lana Payne,  
National President, Unifor

Pension Letter 13

**CAW LOCAL 1163 – BOISBRIAND WINDUP**

Ms. Lana Payne

National President, Unifor  
115 Gordon Baker Road  
Toronto, Ontario

Dear Ms. Payne:

This will confirm our understanding reached during the 2005 negotiations, with respect to General Motors' employees who were members of CAW Local 1163 (Boisbriand).

We agreed that certain employees who were not re-employed by General Motors and were entitled to pension benefits shall be paid benefits under the provisions of the General Motors Canadian Hourly-Rate Employees Pension Plan in effect at the time these employees retire.

Yours truly,

GENERAL MOTORS OF CANADA COMPANY

Ritu Chatterjee

General Director Labour Relations, Human Resources

Accepted and Approved:

Unifor

By: Lana Payne,

National President, Unifor

**COMMUTED VALUE ESTIMATE REQUESTS**

Ms. Lana Payne

National President, Unifor  
115 Gordon Baker Road  
Toronto, Ontario

Dear Ms. Payne:

During negotiations the parties discussed that employees may from time to time wish an estimate of the commuted value of their pension benefit for purposes of personal planning. The parties understand that for certain situations, such as marriage breakdown, there are different methods of determining commuted values, and it is not our intent that these commuted values be used for any situation other than personal planning.

Therefore, the parties agreed that estimates of commuted values would be provided, but that they would be restricted to termination calculations assuming an effective date of the day requested. Requests for such estimates will be restricted to once during the life of the Master Agreement. As these are termination calculations, they will not be provided to employees who are retirement-eligible. Retirement-eligible employees currently are provided retirement estimates upon request, which can be used for personal planning.

The commuted value calculation basis will be similar to those specified in the Canadian Institute of Actuaries Standard of Practice for Determining Pension Commuted Values that are in effect at that time. There will be a \$150 administration fee for each commuted value request.

The parties discussed and understand that many factors affect the calculation of a commuted value. Employees will be instructed that the commuted value calculation is valid only on the effective date of the calculation and based on the actuarial assumptions outlined in the estimate and plan benefits in effect on that date. As any change to the assumptions used in the calculation could affect the calculation, the calculation should be considered to be an estimate only and not an obligation of a payout amount.

Yours truly,

GENERAL MOTORS OF CANADA COMPANY

Ritu Chatterjee

General Director Labour Relations, Human Resources

Accepted and Approved:

Unifor

By: Lana Payne,

National President, Unifor

**CREDITED SERVICE CALCULATION FOR WINDSOR  
TRANSMISSION PLANT**

Ms. Lana Payne  
National President, Unifor  
115 Gordon Baker Road  
Toronto, Ontario

Dear Ms. Payne:

During the 1999 negotiations the parties discussed the extensive length of layoff at the Transmission Plant in Windsor due to plant retooling. The layoff period discussed included the time from July 1991 through May 1999.

It was agreed by the parties that credited service would be granted to seniority employees as of October 19, 1999 who were laid off during this time period because of the retooling.

Employees will be required to complete an application to be granted this credited service and a grant of credited service to an employee shall only be effective to the extent that the Minister of National Revenue has certified any Past Service Pension Adjustment that arises in respect of such credited service.

Yours truly,

GENERAL MOTORS OF CANADA COMPANY

Ritu Chatterjee  
General Director Labour Relations, Human Resources

Accepted and Approved:

Unifor

By: Lana Payne,  
National President, Unifor

**JOINT LETTER ON PUBLIC PENSION POLICY AND  
GUARANTEES**

**GENERAL MOTORS OF CANADA COMPANY**

General Motors of Canada Company (GM Canada) recognizes the importance of contributing to the lifetime income security of its long-term employees as evidenced by the high quality of the pension program it sponsors.

The ability of employers to offer and fund these programs is affected by a number of factors. The long term financial strength of the employer is crucially important. Broader financial market developments impact both the cost and the risk of pension programs. And broader public policy also impacts on the effectiveness and sustainability of these programs.

As GM Canada and Unifor continue their joint efforts to negotiate programs providing retirement benefits for our employees and members, we also believe there is a need for Canada's broader pension policies to evolve to better support these programs.

Our employer-sponsored pension benefits, together with benefits paid by the public pension system including CPP and OAS benefits, have the goal of providing adequate combined income levels during retirement. This requires that public pensions provide an essential foundation upon which employer-sponsored plans can be built.

Over time, however, those public benefits have provided a diminishing share of income replacement for many Canadian retirees, including Unifor members. In the future, policy-makers should aim to reverse this relative erosion in public pension benefits. This will enhance the retirement security of millions of Canadian workers, and will also enhance the ability of employer-sponsored plans to more effectively reach desired income replacement targets.

The regulatory system governing employer-sponsored pension funds is another factor influencing both the cost and accessibility of defined benefit plan coverage. Regulations governing the provision of defined benefit plans should facilitate the efforts of plan sponsors to provide promised benefits to retirees. Pension

funding is highly sensitive to changes in financial markets and interest rates.

To assist the sponsors of defined benefit plans in meeting these challenges, pension funding rules should reflect an appropriate balance between ensuring the long-run viability and security of these plans, and reducing the financial burden associated with providing such plans. Governments must also play a direct role in stabilizing the defined benefit pension system by providing a financial backstop, in appropriate circumstances, in the form of an effective and meaningful guarantee system for pension benefits.

Employers providing pension benefits have the primary responsibility for ensuring that their plans are adequately funded, and pension regulations should continue to reflect this. But in instances of dramatic financial turbulence, and/or serious problems in the financial viability of plan sponsors, it is essential both to the income security of plan participants and to the credibility and sustainability of our country's overall pension system that benefits under employer-sponsored defined benefit plans are backed by an effective and adequate guarantee system.

The guarantee system should be funded in a manner which does not place an undue burden on plan sponsors who meet their funding obligations.

We believe that appropriate levels of public pension benefits, coupled with a viable guarantee system, can be constructed in an efficient manner without undue burden on plan sponsors, participants, or taxpayers. We believe these essential elements would greatly enhance our joint efforts to provide for a healthy and secure retirement income for our employees and members.

Ms. Lana Payne,  
National President, Unifor

Ritu Chatterjee  
General Director,  
Labour Relations,  
Human Resources  
General Motors  
of Canada Company

Pension Letter 17

**CAW LOCAL 27 – LONDON DEFENSE**

Ms. Lana Payne

National President, Unifor  
115 Gordon Baker Road  
Toronto, Ontario

Dear Ms. Payne:

This will confirm our understanding reached during 2008 negotiations, with respect to former General Motors' employees who were members of CAW Local 27 (London Defense) who were employed by General Dynamics Land Systems, Inc., the purchaser, and any subsequent successor companies, of the former General Motors' facility.

We agreed that certain employees, as outlined in the attachment to Document 12 regarding the Sale of the London Defense Operation in the Master Agreement dated September 27, 2005, shall be paid benefits under the provisions of the General Motors Canadian Hourly-Rate Employees Pension Plan in effect at the time these employees retire.

Yours truly,

GENERAL MOTORS OF CANADA COMPANY

Ritu Chatterjee

General Director Labour Relations, Human Resources

Accepted and Approved:

Unifor

By: Lana Payne,

National President, Unifor

**LOCAL 27 – LONDON LOCOMOTIVE – BENEFITS**

Ms. Lana Payne

National President, Unifor  
115 Gordon Baker Road  
Toronto, Ontario

Dear Ms. Payne:

This will confirm our understanding reached during 2008 negotiations, with respect to former General Motors' employees who were members of Unifor (formerly CAW) Local 27 (London Locomotive) who were employed by Electro-Motive Diesel, Inc., the purchaser, and any subsequent successor companies, of the former General Motors' facility.

We agreed that certain employees, as outlined in the attachment to Document 12 regarding the Sale of the London Locomotive Operation in the Master Agreement dated September 27, 2005, shall be paid benefits under the provisions of the General Motors Canadian Hourly-Rate Employees Pension Plan in effect at the time these employees retire.

Yours truly,

GENERAL MOTORS OF CANADA COMPANY

Ritu Chatterjee

General Director Labour Relations, Human Resources

Accepted and Approved:

Unifor

By: Lana Payne,

National President, Unifor

**CREDITED SERVICES FOR THOSE HIRED ON OR  
AFTER OCT 1, 2009 AND BEFORE OCT 1, 2012**

Ms. Lana Payne  
National President, Unifor  
115 Gordon Baker Road  
Toronto, Ontario

Dear Ms. Payne:

During these negotiations, the parties discussed the contribution requirement of employees who were newly hired or rehired by the Company. The parties agreed to the following provisions with respect to employee required contributions.

Employees first hired by the Company, or rehired by the Company and who have had credited service re-instated pursuant to the provisions of Exhibit A-1, Article II, Section 5, on or after October 1, 2009 and before October 1, 2012 will be required to make contributions as defined in Exhibit A-1, Article III, Section 2(c) and shall have their credited service limited to thirty (30) years pursuant to Exhibit A-1, Article II, Section 3(a).

Employees who were last hired prior to October 1, 2009 and lost seniority as a result of being discharged by the Company, who have been reinstated and whose full seniority has been restored through the Grievance Procedure will not be required to make contributions as defined in Exhibit A-1, Article III, Section 2(c) and shall not have their credited service limited to thirty (30) years pursuant to Exhibit A-1, Article II, Section 3(a).

Employees who lost seniority as a result of being discharged by the Company, who have been reinstated and whose full seniority has not been restored through the Grievance Procedure will be required to make contributions as defined in Exhibit A-1, Article III, Section 2(c) and shall have their credited service limited to thirty (30) years pursuant to Exhibit A-1, Article II, Section 3(a).

Effective September 28, 2020, Employees shall not be subject to the thirty (30) year limitation on credited service and no Employees shall be required to make any contributions to the Plan.

Yours truly,

GENERAL MOTORS OF CANADA COMPANY

Ritu Chatterjee

General Director Labour Relations, Human Resources

Accepted and Approved

Unifor,

By: Lana Payne,

National President, Unifor

**2009 PENSION PLAN FUNDING**

Ms. Lana Payne

National President, Unifor  
115 Gordon Baker Road  
Toronto, Ontario

Dear Ms. Payne:

The parties recognize that the unprecedented global downturn in financial markets, combined with difficulties inherent in current pension fund regulation, have contributed to the emergence of a pension funding difficulty for General Motors of Canada Company (the “Company”) that is unsustainable and puts at risk the security of pensions for current and future retirees. To address this challenge, as part of the Company’s overall restructuring plan, the parties agreed in 2009 to the following steps to improve the funding and sustainability of the General Motors Canadian Hourly-Rate Employees Pension Plan (the “Pension Plan”).

For purposes of this Framework:

- (a) “Act” means the Pension Benefits Act, Revised Statutes of Ontario 1990, Chapter P.8
- (b) “Effective Date” means the first day of the month following satisfaction of the conditions contained in paragraph 9 below.
- (c) “Regulation” means Regulation 909, R.R.O.
- (d) “Special Regulation” means the special regulation applicable to the Company’s pension plan(s).

The parties agree that:

- 1 Upon Government approval of the Company’s 2009 restructuring plan and long term Government support, the Company will make a payment of approximately \$3.27 billion to the fund of the Pension Plan within one month after rescinding qualifying plan status.
- 2 The Company will rescind its election to treat the Pension Plan as a qualifying plan under Section 5.1 of the Regulation once the necessary consents are in place to permit the Company to elect 10 year funding under the Ontario solvency funding relief measures, and to exempt the plan from grow-in funding under paragraph 9(a).

- 3 The Company will transition to solvency funding under the terms of the Ontario solvency funding relief measures and on the basis of the Prior Year Credit Balance provision once the conditions described in paragraph 2 are satisfied.
- 4 The Company may treat any portion of the substantial payment that exceeds the minimum contributions required for that year under the Regulation as excess contributions that generate a prior year credit balance, as that term is used in section 5(16) of the Regulation. Notwithstanding the foregoing, there shall be a minimum contribution made by the Company each year, as specified in the Special Regulation or other special arrangement with the government applicable to the Company.
- 5 Unifor will give its consent for the Company to elect the 10 year funding under the Ontario solvency funding relief measures once they are in force and it will give its consent, if required, for the exemption of grow-in under paragraph 9(a). Further, if the consent of inactive members of the Pension Plan is required for either of these measures, the Union will support the Company in seeking that consent.
- 6 The parties agree to establish an annual review of the funding of the Pension Plan with Unifor in Q3 of every year.
- 7 The Framework is premised on the current funding rules under the Regulation, including the Company's ability to use asset smoothing as currently permitted under the Regulation, to exclude from solvency liabilities any of the items listed in (a) to (h) of the definition of solvency liabilities as it currently appears in the Regulation, and to use the substantial contribution as a prior year credit balance as stated in paragraph 4.
- 8 The Union commits that there will be no improvements to the pension benefits, including but not limited to Basic Benefit and Special Allowance rates, until at least September 15, 2015.
- 9 The terms of this Framework Agreement do not come into effect unless the Ontario government has adopted changes or exceptions to the Act or Regulation, as specified in the Special Regulation applicable to the Company, that:
  - (a) provide an exemption specifically for the General Motors Pension Plan from the application of grow-in under Section 74 of the Act (except to the extent that the Pension Plan has sufficient assets on a partial or full wind-up basis) for events not announced as of the Effective Date (e.g. exemptions for Windsor Transmission, Oshawa Truck);

(b) if required, permit the Company to contribute to the Pension Plan on the basis specified in paragraph 2, 4 and 5 above;  
as agreed to with the Ontario government.

Yours truly,

GENERAL MOTORS OF CANADA COMPANY

Ritu Chatterjee

General Director Labour Relations, Human Resources

Accepted and Approved

Unifor

By: Lana Payne,  
National President, Unifor

**HYBRID DB/DC PLAN**

Ms. Lana Payne  
National President, Unifor  
115 Gordon Baker Road  
Toronto, Ontario

Dear Ms. Payne:

The parties agreed during the 2012 negotiations to institute a hybrid DB/DC pension design (the “New Provision”) for employees hired on or after October 1, 2012.

The Company incorporated the terms of the hybrid DB/DC pension design in the pension Agreement in effect from October 1, 2012 to September 19, 2016 (the “Participating Employees”), however the Company did not hire any new employees during this time period. As a result no Participating Employees accrued benefits under the terms of New Provisions. The terms of the New Provision are summarized below.

**Summary of hybrid DB/DC Pension Design**

Defined Benefit Component

- Benefit Class Code definitions will be the same as those under the current DB provision of the GM Canada Hourly Pension Plan.
- Participating Employees will accrue basic benefits rates for the first 10 years as follows:

<b>Benefit Class Code</b>	<b>Monthly Benefit Rate per Year of Credited Service</b>
A	\$25.50
B	\$25.59
C	\$25.69
D	\$30.38

- Beginning in year 11, Participating Employees will accrue basic benefit rates as follows:

<b>Benefit Class Code</b>	<b>Monthly Benefit Rate per Year of Credited Service</b>
A	\$34.00
B	\$34.13
C	\$34.25
D	\$40.50

- Participating Employees in Benefit Class Codes A, B, C will contribute \$0.50 per compensated hour worked into the DB component of the New Provision up to 2080 hours per year.
- Participating Employees in Benefit Class Code D will contribute \$0.60 per compensated hour worked into the DB component of the New Provision up to 2080 hours per year.
- The Special Allowance will be \$1,757.50 for Benefit Class Codes A, B, C and the Special Allowance for Class Code D will be \$1,947.50.
- Eligibility for Special Allowance (30 & Out Retirement) will be based on attaining age 55 with 30 years of service.
- Accumulation of credited service for the purpose of lifetime pension is capped at 30 years of service or eligibility to retire, whichever comes later.
- Participating Employees will be required to make contributions to the DB component of the New Provision based on the same compensated hour rules in place for Employee contributions under the current DB provision of the GM Canada Hourly Pension Plan.
- Rules for service accrual under the DB component of the New Provision during approved leaves and layoffs will match those in place under the current DB provision of the GM Canada Hourly Pension Plan as of the date of this memorandum.
- Other elements of the New Provision will align with the current DB provision of the GM Canada Hourly Pension Plan, where appropriate and agreed to by the parties.

### **Defined Contribution Component**

- Participating Employees will contribute the following amounts to the DC component of the New Provision per compensated hour worked up to 2080 hours per year, subject to any contribution limits under applicable laws:

<b>Benefit Class Code</b>	<b>Years 1-4</b>	<b>Years 5-7</b>	<b>Years 8+</b>
A	\$0.50	\$1.00	\$1.50
B	\$0.50	\$1.00	\$1.50
C	\$0.50	\$1.00	\$1.50
D	\$0.60	\$1.20	\$1.80

- The Company will contribute the following amounts to the DC component of the New Provision per compensated hour worked up to 2080 hours per year, subject to any contribution limits under applicable laws:

<b>Benefit Class Code</b>	<b>Years 1-4</b>	<b>Years 5-7</b>	<b>Years 8+</b>
A	\$0.25	\$0.50	\$0.75
B	\$0.25	\$0.50	\$0.75
C	\$0.25	\$0.50	\$0.75
D	\$0.30	\$0.60	\$0.90

- Contributions will continue to be made by the Company for the DC component of the New Provision (to the extent permitted under the Income Tax Act) during any period for which service is accrued under the DB component of the New Provision.
- Contributions made by the Company and Participating Employees for periods not worked, but where service is accrued under the DB component of the New Provision, will be based on 40 hours per week to the extent permitted under the Income Tax Act.
- Employer and Employee contributions will be made into individually funded DC Participant accounts.

## **Administration**

- Employer and Employee contributions to the New Provision in any year shall not exceed the maximum allowed under applicable legislation. If limits are exceeded, Employer and Employee contributions will be reduced proportionately.
- The Company agrees to consider, with the service provider, permitting Participating Employees the option to leave funds in the New Provision on termination.
- The Company agrees that the Participating Employee will not pay administration fees (i.e. specific flat dollar amounts charged on a per member basis for recordkeeping or administrative services), except investment management fees which will be charged to each Participating Employee's DC account.

- All other aspects of the New Provision not set out above will be determined by GM Canada and the Union. GM Canada will prepare official documentation in respect of the New Provision including a restatement of the GM Canada Hourly pension plan text, which shall comply with all applicable legislation in order to qualify the restatement for registration under applicable laws.
- The obligation to establish and maintain the New Provision is subject to continued acceptance of the GM Canada Hourly Pension Plan as a registered pension plan under the Pension Benefits Act and under the Income Tax Act entitling GM Canada to deduct Company contributions.
- The New Provision and restated plan text shall form part of the collective agreement.

Yours truly,

GENERAL MOTORS OF CANADA COMPANY

Ritu Chatterjee

General Director Labour Relations, Human Resources

Accepted and Approved:

Unifor

By: Lana Payne,

National President, Unifor

**DB CAAT PLAN**

**GENERAL MOTORS OF CANADA COMPANY**

Lana Payne

National President, Unifor  
115 Gordon Baker Road  
Toronto, Ontario

Dear Ms. Payne:

During 2023 negotiations, the parties agreed to cease contributions and participation for members hired or rehired on or after September 20, 2016, and former CAMI employees who were preferentially hired, are currently working at the Woodstock PDC and who were hired on or after September 17, 2013, who are enrolled in the Defined Contribution (“DC”) portion (Appendix M) of the General Motors Canadian Hourly-Rate Employee Pension Plan (“GM Pension Plan”) as of December 31, 2024 and commence their participation under the DBplus design of the College of Applied Arts and Technology Pension Plan (“CAAT Pension Plan”) for service on and after January 1, 2025.

The parties acknowledge that the CAAT Pension Plan is a successor plan under Section 81 of the *Pension Benefits Act* (“PBA”). Employees will retain access to their DC pension accounts under the GM Pension Plan, for administration purposes, however per the GM Pension Plan, retirement, termination or other benefits under the GM Pension Plan will only be possible once employment with the company ceases (due to death, retirement or termination.)

The parties agreed that eligible employees hired or rehired on or after January 1, 2025 who have not yet become eligible for participation under Appendix M of the GM Pension Plan shall commence participation on a mandatory basis under the CAAT Pension Plan only and shall not be eligible for participation under the GM Pension Plan. Conditions for eligibility under the CAAT Pension Plan will be the same as the conditions for eligibility under Appendix M of GM Pension Plan as of December 31, 2024.

The parties further agreed that the required contributions to the CAAT Pension Plan by the Company will be 7% and the required contributions by the employee will be 4%, and that the treatment of contributions to the CAAT Pension Plan will be the same as those provided under the DC portion of the GM Pension Plan as of December 31, 2024.

It is understood and agreed by the parties that as a result of this transfer of employees to the CAAT Pension Plan, the Company will incur no additional financial pension obligations beyond the negotiated Company contributions. Should the CAAT Pension Plan be unable in the future to provide its promised pension benefit to employees, the Company shall bear no obligation related to providing such pension or to making additional Company contributions to the CAAT Pension Plan in respect to such pension benefits, including no requirement to fund any plan deficits. For further clarity, following this transfer effective January 1, 2025, the Company will have no pension obligations related to the pension funding for employees hired or rehired on or after September 20, 2016, and former CAMI employees who were preferentially hired, are currently working at the Woodstock PDC and who were hired on or after September 17, 2013, or for pensions provided by the CAAT Pension Plan, other than making the negotiated Company contributions. It is understood by the parties that the Company will retain the required administrative obligations related to transitioning eligible employees to the CAAT Pension Plan and those required for on-going membership of its employees in the CAAT Pension Plan per the terms of the CAAT Participation Agreement.

It is also understood and agreed by the parties that effective January 1, 2025, Appendix M of the GM Pension Plan will be closed for future service or future contributions for employees hired or rehired on or after September 20, 2016, and former CAMI employees who were preferentially hired, are currently working at the Woodstock PDC and who were hired on or after September 17, 2013, and the parties agree to amend the GM Pension Plan as required.

Notwithstanding the foregoing, the Company is open to discussing the feasibility of providing plan members the option of transferring their DC pension accounts to the CAAT Pension Plan in the future, if and when permitted by applicable law.

Yours truly,

GENERAL MOTORS OF CANADA COMPANY

Ritu Chatterjee

General Director Labour Relations, Human Resources

Accepted and Approved:

Unifor

By: Lana Payne,

National President, Unifor



**Supplemental  
Agreement**

**Covering**

**GROUP LIFE AND  
DISABILITY  
INSURANCE PROGRAM**

GROUP LIFE  
Exhibit B

**Exhibit B**

**to**

**AGREEMENT**

**Between**

**GENERAL MOTORS OF CANADA COMPANY**

**AND**

**UNIFOR AND**

**UNIFOR LOCAL No. 199**

**UNIFOR LOCAL No. 222**

**UNIFOR LOCAL No. 636**

**Dated: October 10, 2023  
(Effective: September 24, 2023)**



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**EXHIBIT B**  
**CANADIAN**  
**SUPPLEMENTAL**  
**AGREEMENT**

(Group Life and Disability Insurance Program)

**2023 CANADIAN SUPPLEMENTAL  
AGREEMENT GROUP LIFE AND DISABILITY  
INSURANCE PROGRAM**

On this October 10, 2023, General Motors of Canada Company referred to hereinafter as the Company, and Unifor Local No. 222; Unifor Local No. 199; and Unifor Local No. 636, and Unifor, said Local Unions and National Union Unifor being referred to jointly hereinafter as the Union, on behalf of the employees covered by the Collective Bargaining Agreement of which this Supplemental Agreement becomes a part, agree as follows:

**Section 1. Establishment of Program**

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

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

**Section 2. Financing**

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

**(c)** Company contributions shall be in accordance with this subsection (c) for Life, Extra Accident and Survivor Income Benefit Insurance continued while on layoff pursuant to the provisions of Article III, Section 2(b)(1) of the Program as follows:

**(1)** In any month during which the employee is continuously laid off for one of the reasons set forth in Article I, Section 2(a) of the Canadian Supplemental Unemployment Benefit Plan attached as Exhibit C-1 to the Agreement between the parties dated October 10, 2023, and with respect to such month receives no earnings from the Company, the Company shall contribute the full cost of continued coverages as set forth in the following Schedule:

SCHEDULE OF INSURANCE CONTINUANCE FOR EMPLOYEES LAID OFF  
IN ACCORDANCE WITH ARTICLE 1, SECTION 2(a) OF THE SUB PLAN

Insurance Continuance Based on SUBenefit Entitlement 1		Insurance Continuance Based on Years of Seniority 2	
Maximum Number of Months for Which Coverage Will Be Continued without Cost to Employee 3	Maximum Number of Full Weekly SUBenefits to Which Employee's Credit Units as of Last Day Worked Prior to Layoff Would Entitle the Employee 4	Maximum Number of Months for Which Coverage Will Be Continued Without Cost to Employee 3	Years of Seniority Last Day Worked Prior to Layoff
Column (1)	Column (2)	Column (3)	Column (4)
0	Less than 4	0	Less than 1
1	4	2	1 but less than 2
2	8	4	2 but less than 3
3	12	6	3 but less than 4
4	16	8	4 but less than 5
5	20	10	5 but less than 6
6	24	12	6 but less than 7
7	28	13*	7 but less than 8*
8	32	14*	8 but less than 9*
9	36	15*	9 but less than 10*
10	40	24	10 and over
11	44		
12	48		
13*	53		
14*	57		
15*	61		

\* Applicable to an employee at work on or after November 17, 2002.

1 Applicable to an employee at work on or after October 10, 2023.

2 For the purposes of this schedule, Years of Seniority is as defined under Definition (27)(b) of Article VIII of the Canadian Supplemental Unemployment Benefit Plan attached as Exhibit C-1 to the Agreement between the parties dated November 5, 2020.

3 The maximum number of months for which Life, Extra Accident, and Survivor Income Benefit Insurance will be continued without cost to the employee is determined in accordance with Columns (1) and (2) or (3) and (4), whichever provides the greater number of months of coverage. To qualify for more than 12 months (15 months effective November 17, 2002) of coverage without cost, under this Schedule, an employee must have 10 or more Years of Seniority as of the last day worked prior to layoff.

4 If an employee after the employee's last day worked prior to layoff is initially credited during such layoff with Credit Units under the SLB Plan, use the date on which the employee is entitled to be credited with Credit Units.

**(2)** In applying the above schedule, the "Maximum Number of Full Weekly SUBenefits to Which Employee's Credit Units as of Last Day Worked Prior to Layoff Would Entitle the Employee" shall be determined by dividing the number of the employee's Credit Units under the Canadian Supplemental Unemployment Benefit Plan by the number of Credit Units to be cancelled for one SUBenefit in accordance with the Credit Unit Cancellation Table contained in Article III, Section 4 of such Canadian Supplemental Unemployment Benefit Plan, based on the employee's Years of Seniority on the applicable date and the ASL Utilization Percentage in effect as of the last day worked prior to layoff. "The Maximum Number of Months for Which Coverage Will Be Continued Without Cost to Employee" shall commence with the first full calendar month of layoff for which contributions have not been made.

**(3)** With respect to any period of continuous layoff, changes in an employee's Credit Units, Years of Seniority or the ASL Utilization Percentage subsequent to the date layoff begins shall not change the number of months of Company contributions for which such employee is eligible except as provided for in Column (2) of the Schedule in Section 2(c)(1).

**(4)** In the event that the Canadian Supplemental Unemployment Benefit Plan, attached as Exhibit C-1 to the current Supplemental Agreement (Canadian Supplemental Unemployment Benefit Plan) of the Collective Bargaining Agreement of which this Agreement is a part, shall be terminated in accordance with its terms prior to the expiration date of the current Supplemental Agreement, Columns (1) and (2) in the Schedule in Section 2(c)(1) shall thereupon cease to have any force or effect.

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

### **Section 3. Company Options**

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

#### **Section 4. Administration**

**(a)** The general administration of the Program, with respect to the hourly-rate employees of the Company, shall be vested exclusively in the Company.

**(b)** A Committee composed of an equal number of members designated by the Union and an equal number of members designated by the Company shall be established to study and evaluate the coverages provided under Article II of the Program and to engage in activities that may have high potential for cost savings while achieving the maximum coverage and service for the employees covered for Group Life and Disability Benefits for the money spent for such protection. In the performance of its duties, this Committee shall consult and advise with representatives of carriers providing the Group Life and Disability benefits and services and keep the parties to the Agreement informed with respect to the problems which arise in the operation of such coverages.

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

#### **Section 5. GM-Unifor Impartial Medical Opinion Program Non-Applicability of Collective Bargaining Agreement Grievance Procedure**

Impartial Medical Opinion programs developed in accordance with the Statement of Intent (Impartial Medical Examination Review Procedure) which were designed to provide impartial medical opinion in disputed sickness and accident benefit cases which is final and binding upon the Company, the Union, the insurance company, and the employee, shall continue indefinitely, except that either party to this Agreement has the right to terminate a program effective 90 days after giving written notice of such decision to the other party.

In the event a program is terminated, the administrative practices and procedures in effect prior to the establishment of

the program for the plant or geographical area affected will be reinstated until a new arrangement is agreed to by the parties.

Effective January 1, 1977, examinations requested by the insurance company in accordance with Article II, Section 7(e) and Article II, Section 11(e) of the Program shall be performed, whenever possible, by physicians who have been designated as impartial medical examiners in accordance with agreements made between the Company and the Union pursuant to the Statement of Intent (Impartial Medical Examination Review Procedure). The opinion of such an examiner with respect to the existence of total disability as defined in Article II, Section 7(a) or total and permanent disability as defined in Article II, Section 11(a)(2) of the Program shall be final and binding upon the Company, the Union, the insurance company, and the employee.

An employee whose residence is more than sixty-four (64) kilometers one way from the office where a medical examiner will perform an examination will be reimbursed, upon request, at the rate of thirty-two (32) cents per kilometer for kilometers actually driven from such residence to such physician's office and back, using the most direct route available.

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

## **Section 6. Non-Applicability of Collective Bargaining Agreement Grievance Procedure**

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

## **Section 7. Moved to Article II, Section 5, Amount of Disability Benefits – 2016 Negotiations**

## **Section 8. Duration of Agreement**

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

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

**Unifor**

L. PAYNE  
L. POIRIER  
S. WARK  
D. CHIODO  
A. DICARO  
S. KAKAN  
L. CONTINI

**General Motors  
of Canada Company**

R. CHATTERJEE  
J. MCPHERSON  
N. JOHNSON  
D. COURTNEY  
R. WARLICH  
S. RUDDACH  
M. WEIGEL  
C. RADTKE  
K. BIDGOOD

**Unifor**

**Local No. 222, Unifor**

J. GALE  
C. WAUGH  
B. TROKE  
B. NICHOLLS  
S. PEARCE  
J. GRAY

**General Motors  
of Canada Company**

C. THOMSON  
J. BOODRAM  
V. BONE

**Local No. 199, Unifor**

T. LONGPRE  
T. VERDE  
S. LITTLE  
J. LENNOX  
S. KUCZMA

G. COPLAND  
J. BESCH

**Local No. 636, Unifor**

C. WARNOCK

R. VAN SLYKE

**EXHIBIT B-1**

**THE GENERAL MOTORS CANADIAN  
GROUP LIFE AND DISABILITY  
INSURANCE PROGRAM FOR  
HOURLY-RATE EMPLOYEES**

## **ARTICLE I**

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

#### **Section 1. Establishment and Effective Date of Program**

##### **(a) Establishment of Program**

The General Motors Canadian Group Life and Disability Insurance Program for Hourly-Rate Employees, hereinafter referred to as the "Program", will be established either through a self-insured plan or under a group insurance policy or policies issued by an insurance company or insurance companies or by arrangement with a carrier or carriers, as set forth in Article II.

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

The Program set forth herein shall become effective on September 24, 2023, except as otherwise provided.

#### **Section 2. Enrollment Options**

An eligible employee electing to enroll in the Program must complete an application for the coverages in which the employee elects to participate.

An employee may not elect to be insured under Article II without taking all of the coverages (other than Dependent Group Life Insurance or Optional Group Life Insurance) thereunder, provided however, that an employee electing to be insured for Dependent Group Life Insurance or Optional Group Life Insurance must be insured for Group Life Insurance as described in Article II, Section 2.

#### **Section 3. Eligibility For and Effective Date of Insurance**

##### **(a) Present Employees**

An employee hired prior to October 1, 2012, shall be eligible, and shall automatically become insured, except as provided in subsection (e) (2) of this Section:

**(1) for Group Life, Extra Accident, and Survivor Income Benefit Insurance coverages provided under Article II,**

on that date or, if later, on the first day of the month next following the month in which employment with the Company commences subsequent to the employee's most recent date of hire, and

(2) for Sickness and Accident and Extended Disability Benefit Insurance coverages provided under Article II, on that date or, if later, on the first day of the fourth month next following the month in which employment with the Company commences subsequent to the employee's most recent date of hire.

**(b) New Employees**

(1) An employee hired on or after October 1, 2012, shall be eligible for Group Life, Extra Accident and Survivor Income Benefit Insurance on the first day of the month next following the month in which employment with the Company commences subsequent to the employee's most recent date of hire, and for Sickness and Accident and Extended Disability Benefit Insurance on the first day of the fourth month next following the month in which employment with the Company commences subsequent to the employee's most recent date of hire, or if earlier and in the event the Company otherwise qualifies for a premium reduction under the Employment Insurance Act, the date necessary to retain the Company's eligibility for the Employment Insurance premium rebate.

(2) The provisions of subsection (1) above shall not apply, however, to an employee who loses seniority due to a quit from a location where the employee has insurance in force to become or remain employed at another location. In such case, all insurance under Article II shall become effective on the day next following the date of such loss of seniority, providing the employee is then on the active employment roll at such other location.

**(c) Rehired Employees**

In determining the eligibility for Group Life, Extra Accident, Survivor Income Benefit, Sickness and Accident and Extended Disability Benefit Insurance coverages for a re-hired employee who was hired and laid-off before becoming eligible for any or all of such coverages, the initial date of hire shall be deemed to be the "most recent date of hire" provided that the employee is re-hired either within a period not to exceed the period of

continuous employment with the Company immediately preceding the employee's date of layoff, or following a brief, temporary layoff of specified duration such as for model change or inventory.

**(d) Employees Returning to Work**

If an employee's insurance is discontinued and the employee subsequently returns to work, the employee's eligibility for insurance under the Plan shall be determined under subsections (b) and (c) herein except as follows:

**(1) Employees on Layoff or Leave of Absence**

If an employee's insurance was discontinued while the employee was on a layoff or leave of absence and the employee returns to active work with seniority, the employee shall be eligible for all insurance under this Plan immediately on the date of return to active work with the Company.

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

If separation from service was due to a quit or discharge but the employee is reemployed within 31 days and no individual policy has been issued to the employee in accordance with Article IV, Section 6, the employee shall be eligible immediately on the date of return to active work for all insurance under this Plan for which the employee was insured at the time of such quit or discharge.

**(3) Employees Separated From Service for Reasons Other than Quit or Discharge**

If separation from service was due to a reason other than quit or discharge, and the employee never acquired seniority or seniority was cancelled, and the employee returns to active work within a period of 24 consecutive months, the employee shall be eligible for all insurance under this Plan for which the employee was insured at the time of such separation immediately on the date of return to active work with the Company.

**(e) Effective Date of Insurance**

**(1)** An employee shall become insured on each of the dates the employee first becomes eligible as set forth in subsections (b), (c) and (d) of this Section if actively at work on that date and provided the employee has not waived insurance.

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

**(f) Additional Coverage**

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

**(1)** a benefit would be payable for such death under Article II, Section 3(b);

**(2)** the bodily injuries are caused solely by employment with the Company; and

**(3)** the bodily injuries result solely from an accident in which both the cause and result are unexpected and definite as to time and place.

**Section 4. Federal or Provincial Cash Sickness Laws**

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

**(2)** Where the benefits under such laws are on a generally lower level than the corresponding benefits under the

Program, the Company shall, to the extent it finds it practicable, provide benefits supplementary to the governmental benefits to the extent necessary to make the total benefits as nearly comparable as practicable to the benefits provided by the Program for employees or former employees not subject to such laws.

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

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

**Section 5. Net Costs, Administration of Program and Non-Applicability of Grievance Procedure**

**(a) Net Costs**

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

**(b) Administration**

**(1)** The Company shall be responsible for the administration of the Program.

**(2)** All administrative expenses incurred by the Company to execute the Program set forth in Articles II and III shall be borne by the Company.

**(c) Grievance Procedure Not Applicable**

It is understood that the grievance procedure of any Collective Bargaining Agreement between the Company and any Union representing employees covered by this Program shall not apply to this Program or any insurance contract in connection therewith.

**Section 6. Treatment of Existing Coverages on Effective Date**

- (a)** Protection of employees currently covered under Company group life and disability insurance plans shall be terminated on the effective dates of the provisions of the amended Program as to employees working on such effective dates, and the benefits provided by the Program set forth in Article II shall be in lieu of and substitute for any and all other plans and benefits thereunder providing for insurance or disability benefits or payments to employees or beneficiaries for death, loss of member, sickness and accident or extended disability benefits of any kind or nature, in which the Company participates.
- (b)** All employees currently covered under the Program who are not eligible to become insured on the effective date of the Program, as amended, or to whom any provision of the Program, as amended, is not applicable, shall be covered in accordance with the conditions, provisions, and limitations of the Program as constituted on the date each such employee was last actively at work as if such Program were being continued during the existence of the Program set forth herein.

## **ARTICLE II**

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

#### **Section 1. Amount of Group Life and Extra Accident Insurance**

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

**SCHEDULE OF BENEFITS LIFE AND EXTRA ACCIDENT INSURANCE  
FOR HOURLY (OTHER THAN SKILLED TRADES) EMPLOYEES  
BEFORE AGE 65 (if employee attained age 65 prior to January 1, 2017),  
OR PRIOR TO RETIREMENT (if retirement occurs on January 1, 2017 or after)<sup>1</sup>**

Base Hourly Rate <sup>2</sup>	Life Insurance	Extra Accident Insurance <sup>3</sup>	Total Life and Extra Accident Insurance	Monthly Total and Permanent Disability Benefit <sup>4</sup>
Under \$20.25	\$46,000	\$23,000	\$69,000	\$920
20.25 - 20.59	46,500	23,250	69,750	930
20.60 - 20.94	47,500	23,750	71,250	950
20.95 - 21.29	48,500	24,250	72,750	970
21.30 - 21.64	49,000	24,500	73,500	980
21.65 - 21.99	50,000	25,000	75,000	1,000
22.00 - 22.34	50,500	25,250	75,750	1,010
22.35 - 22.69	51,500	25,750	77,250	1,030
22.70 - 23.04	52,500	26,250	78,750	1,050
23.05 - 23.39	53,000	26,500	79,500	1,060
23.40 - 23.74	54,000	27,000	81,000	1,080
23.75 - 24.09	54,500	27,250	81,750	1,090
24.10 - 24.44	55,500	27,750	83,250	1,110
24.45 - 24.79	56,500	28,250	84,750	1,130
24.80 - 25.14	57,000	28,500	85,500	1,140
25.15 - 25.49	58,000	29,000	87,000	1,160
25.50 - 25.84	58,500	29,250	87,750	1,170
25.85 - 26.19	59,500	29,750	89,250	1,190
26.20 - 26.54	60,500	30,250	90,750	1,210
26.55 - 26.89	61,000	30,500	91,500	1,220
26.90 - 27.24	62,000	31,000	93,000	1,240
27.25 - 27.59	62,500	31,250	93,750	1,250
27.60 - 27.94	63,500	31,750	95,250	1,270
27.95 - 28.29	64,500	32,250	96,750	1,290

28.30 - 28.64	65,000	32,500	97,500	1,300
28.65 - 28.99	66,000	33,000	99,000	1,320
29.00 - 29.34	67,000	33,500	100,500	1,340
29.35 - 29.69	67,500	33,750	101,250	1,350
29.70 - 30.04	68,500	34,250	102,750	1,370
30.05 - 30.39	69,000	34,500	103,500	1,380
30.40 - 30.74	70,000	35,000	105,000	1,400
30.75 - 31.09	71,000	35,500	106,500	1,420
31.10 - 31.44	71,500	35,750	107,250	1,430
31.45 - 31.79	72,500	36,250	108,750	1,450
31.80 - 32.14	73,000	36,500	109,500	1,460
32.15 - 32.49	74,000	37,000	111,000	1,480
32.50 - 32.84	75,000	37,500	112,500	1,500
32.85 - 33.19	75,500	37,750	113,250	1,510
33.20 - 33.54	76,500	38,250	114,750	1,530
33.55 - 33.89	77,000	38,500	115,500	1,540
33.90 - 34.24	78,000	39,000	117,000	1,560
34.25 - 34.59	79,000	39,500	118,500	1,580
34.60 - 34.94	79,500	39,750	119,250	1,590
34.95 - 35.29	80,500	40,250	120,750	1,610
35.30 - 35.64	81,000	40,500	121,500	1,620
35.65 - 35.99	82,000	41,000	123,000	1,640
36.00 - 36.34	83,000	41,500	124,500	1,660
36.35 - 36.69	83,500	41,750	125,250	1,670
36.70 - 37.04	84,500	42,250	126,750	1,690
37.05 - 37.39	85,000	42,500	127,500	1,700
37.40 - 37.74	86,000	43,000	129,000	1,720
37.75 - 38.09	87,000	43,500	130,500	1,740
38.10 - 38.44	87,500	43,750	131,250	1,750
38.45 - 38.79	88,500	44,250	132,750	1,770
38.80 - 39.14	89,000	44,500	133,500	1,780
39.15 - 39.49	90,000	45,000	135,000	1,800
39.50 - 39.84	91,000	45,500	136,500	1,820

39.85 - 40.19	91,500	45,750	137,250
40.20 - 40.54	92,500	46,250	138,750
40.55 - 40.89	93,000	46,500	139,500
40.90 - 41.24	94,000	47,000	141,000
41.25 - 41.59	95,000	47,500	142,500
41.60 - 41.94	95,500	47,750	143,250
41.95 - 42.29	96,500	48,250	144,750
42.30 - 42.64	97,000	48,500	145,500
42.65 - 42.99	98,000	49,000	147,000
43.00 - 43.34	99,000	49,500	148,500
43.35 - 43.69	99,500	49,750	149,250
43.70 - 44.04	100,500	50,250	150,750
44.05 - 44.39	101,000	50,500	151,500
44.40 - 44.74	102,000	51,000	153,000
44.75 - 45.09	103,000	51,500	154,500
45.10 - 45.44	103,500	51,750	155,250
45.45 - 45.79	104,500	52,250	156,750
45.80 - 46.14	105,000	52,500	157,500
46.15 - 46.49	106,000	53,000	159,000
46.50 - 46.84	107,000	53,500	160,500
46.85 - 47.19	107,500	53,750	161,250
47.20 - 47.54	108,500	54,250	162,750
47.55 - 47.89	109,000	54,500	163,500
47.90 - 48.24	110,000	55,000	165,000
48.25 - 48.59	111,000	55,500	166,500
48.60 - 48.94	111,500	55,750	167,250
48.95 - 49.29	112,500	56,250	168,750
49.30 - 49.64	113,000	56,500	169,500
49.65 - 49.99	114,000	57,000	171,000
50.00 - 50.34	115,000	57,500	172,500
50.35 - 50.69	115,500	57,750	173,250
50.70 - 51.04	116,500	58,250	174,750
51.05 - 51.39	117,000	58,500	175,500

<u>51.40 - 51.74</u>	<u>118,000</u>	<u>59,000</u>	<u>177,000</u>	<u>2,360</u>
<u>51.75 - 52.09</u>	<u>119,000</u>	<u>59,500</u>	<u>178,500</u>	<u>2,380</u>
<u>52.10 - 52.44</u>	<u>119,500</u>	<u>59,750</u>	<u>179,250</u>	<u>2,390</u>
<u>52.45 and over</u>	<u>120,500</u>	<u>60,250</u>	<u>180,750</u>	<u>2,410</u>

1 Extra Accident Insurance equal to 50% of Continuing Life Insurance remains in force for those employees who continued to work after age 65 prior to January 1, 2017. (See Article II, Section 2.) On or after January 1, 2017, Extra Accident Insurance equal to 50% of Continuing Life Insurance remains in force prior to retirement but not beyond age 68.

2 As defined in Article IV, Section 1(b).

3 Twice the scheduled amount may be payable for an occupation related death. (See Article II, Section 3.)

4 For a maximum of 50 months for those employees eligible for such benefits. (See Article II, Section 11.)

**SCHEDULE OF BENEFITS LIFE AND EXTRA ACCIDENT INSURANCE**  
**FOR HOURLY SKILLED TRADES EMPLOYEES**  
**BEFORE AGE 65 (if employee attained age 65 prior to January 1, 2017),**  
**OR PRIOR TO RETIREMENT (if retirement occurs on January 1, 2017 or after)<sup>1</sup>**

Base Hourly Rate <sup>2</sup>	Life Insurance	Extra Accident Insurance <sup>3</sup>	Total Life and Extra Accident Insurance	Monthly Total and Permanent Disability Benefit <sup>4</sup>
Under \$40.55	\$92,500	\$46,250	\$138,750	\$1,850
40.55 - 40.89	93,000	46,500	139,500	1,860
40.90 - 41.24	94,000	47,000	141,000	1,880
41.25 - 41.59	95,000	47,500	142,500	1,900
41.60 - 41.94	95,500	47,750	143,250	1,910
41.95 - 42.29	96,500	48,250	144,750	1,930
42.30 - 42.64	97,000	48,500	145,500	1,940
42.65 - 42.99	98,000	49,000	147,000	1,960
43.00 - 43.34	99,000	49,500	148,500	1,980
43.35 - 43.69	99,500	49,750	149,250	1,990
43.70 - 44.04	100,500	50,250	150,750	2,010
44.05 - 44.39	101,000	50,500	151,500	2,020
44.40 - 44.74	102,000	51,000	153,000	2,040
44.75 - 44.09	103,000	51,500	154,500	2,060
45.10 - 45.44	130,500	51,750	155,250	2,070
45.45 - 45.79	104,500	52,250	156,750	2,090
45.80 - 46.14	105,000	52,500	157,500	2,100
46.15 - 46.49	106,000	53,000	159,000	2,120
46.50 - 46.84	107,000	53,500	160,500	2,140
46.85 - 47.19	107,500	53,750	161,250	2,150
47.20 - 47.54	108,500	54,250	162,750	2,170
47.55 - 47.89	109,000	54,500	163,500	2,180
47.90 - 48.24	110,000	55,000	165,000	2,200
48.25 - 48.59	111,000	55,500	166,500	2,220

48.60 – 48.94	111,500	55,750	167,250	2,230
48.95 – 49.29	112,500	56,250	168,750	2,250
49.30 – 49.64	113,000	56,500	169,500	2,260
49.65 – 49.99	114,000	57,000	171,000	2,280
50.00 – 50.34	115,000	57,500	172,500	2,300
50.35 – 50.69	115,500	57,750	173,250	2,310
50.70 – 51.04	116,500	58,250	174,750	2,330
51.05 – 51.39	117,000	58,500	175,500	2,340
51.40 – 51.74	118,000	59,000	177,000	2,360
51.75 – 52.09	119,000	59,500	178,500	2,380
52.10 – 52.44	119,500	59,750	179,250	2,390
52.45 – 52.79	120,500	60,250	180,750	2,410
52.80 – 53.14	121,000	60,500	181,500	2,420
53.15 – 53.49	122,000	61,000	183,000	2,440
53.50 – 53.84	123,000	61,500	184,500	2,460
53.85 – 54.19	123,500	61,750	185,250	2,470
54.20 – 54.54	124,500	62,250	186,750	2,490
54.55 – 54.89	125,000	62,500	187,500	2,500
54.90 – 55.24	126,000	63,000	189,000	2,520
55.25 – 55.59	127,000	63,500	190,500	2,540
55.60 – 55.94	127,500	63,750	191,250	2,550
55.95 – 56.29	128,500	64,250	192,750	2,570
56.30 – 56.64	129,000	64,500	193,500	2,580
56.65 – 56.99	130,000	65,000	195,000	2,600
57.00 – 57.34	131,000	65,500	196,500	2,620
57.35 – 57.69	131,500	65,750	197,250	2,630
57.70 – 58.04	132,500	66,250	198,750	2,650
58.05 – 58.39	133,000	66,500	199,500	2,660
58.40 – 58.74	134,000	67,000	201,000	2,680
58.75 – 59.09	135,000	67,500	202,500	2,700
59.10 – 59.44	135,500	67,750	203,250	2,710
59.45 – 59.79	136,500	68,250	204,750	2,730
59.80 – 60.14	137,000	68,500	205,500	2,740

<u>60.15 – 60.49</u>	<u>138,000</u>	<u>69,000</u>	<u>207,000</u>	<u>2,760</u>
<u>60.50 – 60.84</u>	<u>139,000</u>	<u>69,500</u>	<u>208,500</u>	<u>2,780</u>
<u>60.85 – 61.19</u>	<u>139,500</u>	<u>69,750</u>	<u>209,250</u>	<u>2,790</u>
<u>61.20 – 61.54</u>	<u>140,500</u>	<u>70,250</u>	<u>210,750</u>	<u>2,810</u>
<u>61.55 – 61.89</u>	<u>141,000</u>	<u>70,500</u>	<u>211,500</u>	<u>2,820</u>
<u>61.90 – 62.24</u>	<u>142,000</u>	<u>71,000</u>	<u>213,000</u>	<u>2,840</u>
<u>62.25 – 62.59</u>	<u>143,000</u>	<u>71,500</u>	<u>214,500</u>	<u>2,860</u>
<u>62.60 and over</u>	<u>143,500</u>	<u>71,750</u>	<u>215,250</u>	<u>2,870</u>

Extra Accident Insurance equal to 50% of Continuing Life Insurance remains in force for those employees who continue to work after age 65 prior to January 1, 2017. (See Article II, Section 2.) On or after January 1, 2017, Extra Accident Insurance equal to 50% of Continuing Life Insurance remains in force prior to retirement but not beyond age 68.

As defined in Article IV, Section 1(b).

Twice the scheduled amount may be payable for an occupation related death. (See Article II, Section 3.)

For a maximum of 50 months for those employees eligible for such benefits. (See Article II, Section 11.) 019ArtII|Sec2

## Section 2. Life Insurance

**(a)** Prior to Age 65 if the employee attained age 65 prior to January 1, 2017, or prior to retirement if retirement occurs on January 1, 2017 or after

The amount of Life Insurance to which an employee is entitled is shown in Section 1 of this Article.

**(b) Reduction of Life Insurance**

**(1) Continuing Life Insurance After Age 65 (if the employee attained age 65 prior to January 1, 2017)**

On the first day of the calendar month following the month in which the 65th birthday of the employee occurs, Life Insurance in force immediately prior thereto shall be reduced by 2% thereof, and shall be further reduced by an equal amount on the first day of each succeeding month as follows:

If the employee has ten (10) or more Years of Participation, such reductions shall be made until the Life Insurance is reduced to 1 1/2% of the amount in force on the employee's sixty-fifth (65<sup>th</sup>) birthday, multiplied by the number of Years of Participation, to age sixty-eight (68), but in no event to less than \$5,000, except as otherwise provided in Section 11(d)(3) of this Article. Such remaining Life Insurance, will be continued thereafter until the death of the employee, subject to the rights reserved to the Company to modify or discontinue this Plan.

**(2) Continuing Life Insurance After retirement (if retirement occurs January 1, 2017 or after)**

On the first day of the calendar month following the retirement date, Life Insurance in force immediately prior thereto shall be reduced by 2% thereof, and shall be further reduced by an equal amount on the first day of each succeeding month as follows:

If the employee is eligible based on Article III, Section 4, such reductions shall be made until the Life Insurance is reduced to 1 1/2% of the amount in force on the day prior to the retirement date, multiplied by the number of Years of Participation, but in no event to less than \$5,000, except as otherwise provided in Section 11(d)(3) of this Article. Such remaining Life Insurance, will be continued thereafter until the death of the employee,

subject to the rights reserved to the Company to modify or discontinue this Plan.

**(3)** An employee who last worked prior to October 1, 1975 and is otherwise eligible for Continuing Life Insurance after age 65, shall have a minimum amount of Continuing Life Insurance of \$5,000, except as otherwise provided in Section 11(d)(3) of this Article.

**(4)** For employees who attained age 65 prior to January 1, 2017, no employee contributions for Life Insurance are required after attainment of age 65. For employees who retire on or after January 1, 2017, no employee contributions for Life Insurance are required.

**(5)** At the time the reduction begins, each retired employee eligible for Continuing Life Insurance shall be notified of the ultimate amount of such Life Insurance and when the ultimate amount will be reached.

**(c)** Insurance for employees first participating at or after age 65 if the employee attained age 65 prior to January 1, 2017.

Life Insurance for an employee who first participates in the Plan at or after age 65 shall be subject to the reductions set forth in subsection (b) herein and such employee shall not be eligible for any insurance after separation.

### **Section 3.     Extra Accident Insurance**

**(a)**     Eligibility for Insurance

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

**(b)**     Amount of Benefit

If an employee while insured for Extra Accident Insurance sustains accidental bodily injuries which result in death within one year, or loss of hand, foot or sight of eye, within two years, of such injuries, benefits will be paid as specified in the schedule herein:

<b>Loss</b>	<b>Amount Payable</b>
Loss of one hand by severance at or above wrist joint, or one foot by severance at or above ankle joint, or loss of use of one hand or one foot, or total and irrecoverable loss of sight of one eye.	One-half the amount of Extra Accident Insurance then in force (Article II, Section 1).
Loss of two or more such members, or loss of use of two or more such members or, Loss of life.	The full amount of Extra Accident Insurance then in force (Article II, Section 1).

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

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

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

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

(1) disease or bodily or mental infirmity, or by medical or surgical treatment or diagnosis thereof, or

(2) any infection, except infection caused by an external visible wound accidentally sustained, or

(3) hernia, no matter how or when sustained, or

(4) war or any act of war, or

(5) intentional self-destruction or intentionally self-inflicted injury, while sane or insane.

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

(1) Written notice of loss must be given to the insurer within 20 days after the date of such loss. Proof of such loss must be furnished within 90 days after the date of such loss.

(2) The insurer shall have the right and opportunity to examine the employee as often as it may reasonably require during the pendency of claim under the Plan, and also the right to have an autopsy made in case of death, where it is not forbidden by law.

(3) No action shall be brought to recover on the Plan prior to the expiration of 60 days after proof of claim has been filed, nor shall such action be brought at all unless brought within three years from the expiration of the time within which proof of claim is required.

**Section 4. Payment of Life Insurance and Extra Accident Insurance**

(a) The amount of Life Insurance is payable to the beneficiary of record of the employee in the event of death from any cause while the employee is insured under the Plan for Life Insurance. In the event of accidental death, the Extra Accident Insurance, if in force, is also payable to the beneficiary of record of the employee if surviving the employee, and otherwise to the estate of the employee.

Such Extra Accident Insurance for loss of life will, in the absence of an election by the beneficiary of any other method

of settlement, be payable with, and on the same basis as, the Life Insurance of the employee. All other benefits provided under Extra Accident Insurance are payable to the employee.

**(b)** At the written request of the beneficiary, the Life Insurance and Extra Accident Insurance, if any, shall be paid either in a lump sum or in instalments. No instalment settlement election shall be valid if such settlement would result in instalment payments of less than \$10.00 each.

**(c)** If the insurance is payable in instalments and the beneficiary dies before all instalments have been paid, the unpaid instalments shall be commuted at the rate of interest used in computing the amount of instalment payments, and paid in one lump sum to the estate of the beneficiary unless otherwise provided in the election of an instalment settlement.

**(d)** The employee's insurance certificate shall set forth the administrative provisions regarding the recording of beneficiary designations, changes of beneficiary and the procedure for payment of insurance in case there is no beneficiary living at the death of the employee.

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

## **Section 5. Amount of Disability Benefits**

Notwithstanding the provisions of Article IV, Section 1(b) of the Program, for an employee hired prior to October 10, 2023 at work on or after September 24, 2023, the base hourly rate used to determine amounts of insurance in accordance with the Schedule of Disability Benefits for Sickness and Accident and Extended Disability Benefits shall be the sum of the employee's base hourly rate plus the cost-of-living allowance in effect on the date of disability minus \$0.05.

The amount of Sickness and Accident and Extended Disability Benefit Insurance shall be as set forth in the following schedules:

**SCHEDULE OF DISABILITY BENEFITS  
FOR EMPLOYEES (OTHER THAN SKILLED TRADES)  
NOT SUBJECT  
TO CASH SICKNESS LAWS  
DISABILITY INSURANCE**

	Before Retirement	Before Age 65 Monthly Extended Disability	
Base Hourly Rate	Weekly S&A Benefit*	SCHEDULE I	SCHEDULE II (1)
Under \$20.25	\$500	1,740	1,915
20.25 – 20.59	510	1,770	1,945
20.60 – 20.94	520	1,800	1,980
20.95 – 21.29	525	1,830	2,015
21.30 – 21.64	535	1,860	2,045
21.65 – 21.99	545	1,890	2,080
22.00 – 22.34	550	1,920	2,115
22.35 – 22.69	560	1,950	2,145
22.70 – 23.04	570	1,985	2,180
23.05 – 23.39	575	2,015	2,215
23.40 – 23.74	585	2,045	2,245
23.75 – 24.09	595	2,075	2,280
24.10 – 24.44	605	2,105	2,315
24.45 – 24.79	610	2,135	2,350
24.80 – 25.14	620	2,165	2,380
25.15 – 25.49	630	2,195	2,415
25.50 – 25.84	635	2,225	2,450
25.85 – 26.19	645	2,255	2,480
26.20 - 26.54	655	2,285	2,515
26.55 - 26.89	660	2,315	2,550
26.90 – 27.24	670	2,345	2,580
27.25 – 27.59	680	2,375	2,615
27.60 – 27.94	685	2,405	2,650
27.95 – 28.29	695	2,440	2,680
28.30 – 28.64	705	2,470	2,715
28.65 – 28.99	710	2,500	2,750
29.00 – 29.34	720	2,530	2,780
29.35 – 29.69	730	2,560	2,815
29.70 – 30.04	735	2,590	2,850
30.05 – 30.39	745	2,620	2,880
30.40 – 30.74	755	2,650	2,915
30.75 – 31.09	760	2,680	2,950
31.10 – 31.44	770	2,710	2,980
31.45 – 31.79	780	2,740	3,015
31.80 – 32.14	785	2,770	3,050
32.15 – 32.49	795	2,800	3,080

32.50 – 32.84	805	2,830	3,115
32.85 – 33.19	815	2,860	3,150
33.20 – 33.54	820	2,895	3,180
33.55 – 33.89	830	2,925	3,215
33.90 – 34.24	840	2,955	3,250
34.25 – 34.59	845	2,985	3,280
34.60 – 34.94	855	3,015	3,315
34.95 – 35.29	865	3,045	3,350
35.30 – 35.64	870	3,075	3,380
35.65 – 35.99	880	3,105	3,415
36.00 – 36.34	890	3,135	3,450
36.35 – 36.69	900	3,165	3,480
36.70 – 37.04	905	3,195	3,515
37.05 – 37.39	915	3,225	3,550
37.40 – 37.74	920	3,255	3,580
37.75 – 38.09	930	3,285	3,615
38.10 – 38.44	940	3,320	3,650
38.45 – 38.79	950	3,350	3,680
38.80 – 39.14	955	3,380	3,715
39.15 – 39.49	965	3,410	3,750
39.50 – 39.84	970	3,440	3,780
39.85 – 40.19	980	3,470	3,815
40.20 – 40.54	990	3,500	3,850
40.55 – 40.89	995	3,530	3,880
40.90 – 41.24	1,005	3,560	3,915
41.25 – 41.59	1,015	3,590	3,950
41.60 – 41.94	1,025	3,620	3,985
41.95 – 42.29	1,030	3,650	4,015
42.30 – 42.64	1,040	3,680	4,050
42.65 – 42.99	1,050	3,710	4,085
43.00 – 43.34	1,055	3,740	4,115
43.35 – 43.69	1,065	3,770	4,150
43.70 – 44.04	1,075	3,805	4,185
44.05 – 44.39	1,080	3,835	4,215
44.40 – 44.74	1,090	3,865	4,250
44.75 – 45.09	1,100	3,895	4,285
45.10 – 45.44	1,105	3,925	4,315
45.45 – 45.79	1,115	3,955	4,350
45.80 – 46.14	1,125	3,985	4,385
46.15 – 46.49	1,130	4,015	4,415
46.50 – 46.84	1,140	4,045	4,450
46.85 – 47.19	1,150	4,075	4,485
47.20 – 47.54	1,155	4,105	4,515
47.55 – 47.89	1,165	4,135	4,550
47.90 – 48.24	1,175	4,165	4,585
48.25 – 48.59	1,180	4,195	4,615
48.60 – 48.94	1,190	4,225	4,650
48.95 – 49.29	1,200	4,260	4,685
49.30 – 49.64	1,205	4,290	4,715
49.65 – 49.99	1,215	4,320	4,750
50.00 – 50.34	1,225	4,350	4,785

<u>50.35 – 50.69</u>	<u>1,235</u>	<u>4,380</u>	<u>4,815</u>
<u>50.70 – 51.04</u>	<u>1,240</u>	<u>4,410</u>	<u>4,850</u>
<u>51.05 – 51.39</u>	<u>1,250</u>	<u>4,440</u>	<u>4,885</u>
<u>51.40 – 51.74</u>	<u>1,260</u>	<u>4,470</u>	<u>4,915</u>
<u>51.75 – 52.09</u>	<u>1,265</u>	<u>4,500</u>	<u>4,950</u>
<u>52.10 – 52.44</u>	<u>1,275</u>	<u>4,530</u>	<u>4,985</u>
<u>52.45 and over</u>	<u>1,285</u>	<u>4,560</u>	<u>5,015</u>

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

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

**SCHEDULE OF DISABILITY BENEFITS  
FOR EMPLOYEES (SKILLED TRADES) NOT SUBJECT  
TO CASH SICKNESS LAWS  
DISABILITY INSURANCE**

<b>Base Hourly Rate</b>	<b>Before Retirement</b>	<b>Before Age 65 Monthly Extended Disability</b>	
		<b>Extended SCHEDULE I</b>	<b>Disability SCHEDULE II (1)</b>
Under \$40.55	\$990	\$3,500	\$3,850
40.55 - 40.89	995	3,530	3,880
40.90 - 41.24	1,005	3,560	3,915
41.25 - 41.59	1,015	3,590	3,950
41.60 - 41.94	1,025	3,620	3,985
41.95 - 42.29	1,030	3,650	4,015
42.30 - 42.64	1,040	3,680	4,050
42.65 - 42.99	1,050	3,710	4,085
43.00 - 43.34	1,055	3,740	4,115
43.35 - 43.69	1,065	3,770	4,150
43.70 - 44.04	1,075	3,800	4,180
44.05 - 44.39	1,080	3,830	4,215
44.40 - 44.74	1,090	3,865	4,250
44.75 - 45.09	1,100	3,895	4,285
45.10 - 45.44	1,105	3,925	4,315
45.45 - 45.79	1,115	3,955	4,350
45.80 - 46.14	1,125	3,985	4,385
46.15 - 46.49	1,130	4,015	4,415
46.50 - 46.84	1,140	4,045	4,450
46.85 - 47.19	1,150	4,075	4,485
47.20 - 47.54	1,155	4,105	4,515
47.55 - 47.89	1,165	4,135	4,550
47.90 - 48.24	1,175	4,165	4,585
48.25 - 48.59	1,180	4,195	4,615
48.60 - 48.94	1,190	4,225	4,650
48.95 - 49.29	1,200	4,260	4,685
49.30 - 49.64	1,205	4,290	4,715
49.65 - 49.99	1,215	4,320	4,750
50.00 - 50.34	1,225	4,350	4,785
50.35 - 50.69	1,235	4,380	4,815
50.70 - 51.04	1,240	4,410	4,850
51.05 - 51.39	1,250	4,440	4,885
51.40 - 51.74	1,260	4,470	4,915
51.75 - 52.09	1,265	4,500	4,950
52.10 - 52.44	1,275	4,530	4,985
52.45 - 52.79	1,285	4,560	5,015
52.80 - 53.14	1,290	4,590	5,050
53.15 - 53.49	1,300	4,620	5,085
53.50 - 53.84	1,310	4,650	5,115

<u>53.85 – 54.19</u>	<u>1,315</u>	<u>4,680</u>	<u>5,150</u>
<u>54.20 – 54.54</u>	<u>1,325</u>	<u>4,715</u>	<u>5,185</u>
<u>54.55 – 54.89</u>	<u>1,335</u>	<u>4,745</u>	<u>5,215</u>
<u>54.90 – 55.24</u>	<u>1,340</u>	<u>4,775</u>	<u>5,250</u>
<u>55.25 – 55.59</u>	<u>1,350</u>	<u>4,805</u>	<u>5,285</u>
<u>55.60 – 55.94</u>	<u>1,360</u>	<u>4,835</u>	<u>5,315</u>
<u>55.95 – 56.29</u>	<u>1,365</u>	<u>4,865</u>	<u>5,350</u>
<u>56.30 – 56.64</u>	<u>1,375</u>	<u>4,895</u>	<u>5,385</u>
<u>56.65 – 56.99</u>	<u>1,385</u>	<u>4,925</u>	<u>5,415</u>
<u>57.00 – 57.34</u>	<u>1,390</u>	<u>4,955</u>	<u>5,450</u>
<u>57.35 – 57.69</u>	<u>1,400</u>	<u>4,985</u>	<u>5,485</u>
<u>57.70 – 58.04</u>	<u>1,410</u>	<u>5,015</u>	<u>5,515</u>
<u>58.05 – 58.39</u>	<u>1,415</u>	<u>5,045</u>	<u>5,550</u>
<u>58.40 – 58.74</u>	<u>1,425</u>	<u>5,075</u>	<u>5,585</u>
<u>58.75 – 59.09</u>	<u>1,435</u>	<u>5,105</u>	<u>5,620</u>
<u>59.10 – 59.44</u>	<u>1,445</u>	<u>5,135</u>	<u>5,650</u>
<u>59.45 – 59.79</u>	<u>1,450</u>	<u>5,170</u>	<u>5,685</u>
<u>59.80 – 60.14</u>	<u>1,460</u>	<u>5,200</u>	<u>5,720</u>
<u>60.15 – 60.49</u>	<u>1,470</u>	<u>5,230</u>	<u>5,750</u>
<u>60.50 – 60.84</u>	<u>1,475</u>	<u>5,260</u>	<u>5,785</u>
<u>60.85 – 61.19</u>	<u>1,485</u>	<u>5,290</u>	<u>5,820</u>
<u>61.20 – 61.54</u>	<u>1,495</u>	<u>5,320</u>	<u>5,850</u>
<u>61.55 – 61.89</u>	<u>1,500</u>	<u>5,350</u>	<u>5,885</u>
<u>61.90 – 62.24</u>	<u>1,510</u>	<u>5,380</u>	<u>5,920</u>
<u>62.25 – 62.59</u>	<u>1,520</u>	<u>5,410</u>	<u>5,950</u>
<u>62.60 and over</u>	<u>1,525</u>	<u>5,440</u>	<u>5,985</u>

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

(1) Schedule II applies to eligible employees who on their last day worked preceding a continuous period of disability have 10 or more years of participation under the plan. Schedule I applies to all other employees eligible for Extended Disability Benefits.

## Section 6. Sickness and Accident Benefits

### (a) Eligibility for Benefits

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

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

The requirement that an employee be under treatment by a physician legally licensed to practice medicine shall be deemed to have been met if an employee under treatment for alcohol or drug abuse in a residential or out-patient substance abuse treatment facility approved by the Company Medical Director furnishes the insurance company with certification of disability, provided either by the facility's physician director, or by a physician consultant selected by the facility, based on information furnished by, and upon the recommendation of, the therapist who is supervising the employee's therapy and may also include up to five (5) days following the completion of a residential substance abuse treatment program where required for the purposes of transitioning to aftercare, where the insurance company is provided with the recommendation for this transition by a facility physician treating such employee. For such certification or recommendation to be acceptable, the physician director, facility physician or physician consultant furnishing such certification or recommendation must be a licensed doctor of medicine.

**(2)** Sickness and Accident Benefits shall not be paid for any day for which an employee receives holiday pay.

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

**(1)** Sickness and Accident Benefits shall be payable during total disability for a period equal to the greater of an employee's seniority or Years of Participation on the first day of disability, but in no case for more than 52 weeks, or 51 weeks for claims beginning on or after January 1, 2017, for any one continuous period of disability, whether from one or more causes, or for successive periods of disability due to the same or related cause or causes; except that an employee with 13 but less than 16 weeks of seniority or Years of Participation who was hired on or after April 1, 1971 shall have Sickness and Accident Benefits payable for a maximum period of 15 weeks.

However, if such employee is confined as a registered bed patient in a legally constituted hospital or is receiving payments because of employment with the Company under any Workers' Compensation Law or Act or any Occupational Disease Law or Act for the same disability at the date of expiration of the maximum period for which the employee is entitled to receive Sickness and Accident Benefits, and such benefits were payable for less than 52 weeks, or 51 weeks for claims beginning on or after January 1, 2017, benefits shall continue to be payable while the employee continues to be so confined or while the employee receives such payments, but in no case beyond the end of such 52-week period, or 51-week period for claims beginning on or after January 1, 2017. Notwithstanding the fact that all the requirements of subsections (a) and (b) herein have been met, in no case shall Sickness and Accident Benefits be payable for the waiting period specified below.

(2) If disability is due to an accident, the waiting period shall be the first seven days of disability, except that if during the first seven days of disability the employee, because of such accident, becomes confined as a registered bed patient in a legally constituted hospital or receives treatment by a Company Medical Department or by a physician legally licensed to practice medicine, there shall be no waiting period. If disability is due to sickness, the waiting period shall be the first seven days of disability except that if during the first seven days of disability the employee becomes confined as a registered bed patient in a legally constituted hospital, the waiting period shall not extend beyond the day immediately preceding the day the employee becomes so confined and if during the first seven days of disability the employee undergoes a surgical procedure for which a benefit of \$25 or more is scheduled or payable, whichever is higher, under a Medical Expense Benefit plan pursuant to Article II, Section 1(a) and (b) of the General Motors Canadian Health Care Insurance Program for Hourly-Rate Employees, the waiting period shall not extend beyond the day immediately preceding the day of surgery.

(c) Basis for Daily Benefit Payments

Any Sickness and Accident Benefits due for periods other than a whole week shall be paid on the basis of one-fifth of the weekly benefit for each day of a five-day work week, Monday through Friday, the employee is disabled. If any one of such days is not included in an employee's regular work week,

Saturday shall be substituted for that day and if two of such days are not included in the employee's regular work week, Saturday and Sunday shall be substituted for such two days.

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

**(1)** If an employee returns to work after receiving Sickness and Accident Benefits for less than 52 weeks, or 51 weeks for claims beginning on or after January 1, 2017, and is again absent within three months for the same reason or some disability related to it, there is no waiting period for the rest of the 52 weeks' period, or 51 weeks' period for claims beginning on or after January 1, 2017, if the employee is disabled that long.

**(2)** If the second absence results from a different kind of sickness or injury, the first absence does not affect any possible future benefits. If there are three months or more between two periods of disability, and the employee returned to work for at least one day in the intervening period, the second period of disability shall not be considered as being due to the same or related cause or causes as the first disability.

**(e) Pregnancy**

The employee will be eligible for Sickness and Accident Benefits payable during the period an employee is on a pregnancy leave of absence, or could be placed on a pregnancy leave of absence by the Company in accordance with any pregnancy leave provisions of the relevant Provincial Statutes.

The Sickness and Accident Benefits payable will be reduced by any Employment Insurance maternity benefits received for the same pregnancy leave of absence.

**(f) Benefits for Disability Occurring Prior to the Day One Year of Seniority is Attained**

The benefit amount for any period that an employee is otherwise eligible for benefits during any period of disability occurring prior to the day one year of seniority is attained shall be 75% of the benefit amount set forth in Section 5 of this Article; provided, however, that in the event the Company otherwise qualifies for a premium reduction under the Employment Insurance Act, such reduced amount shall not be less than the amount necessary to retain the Company's eligibility for Employment Insurance premium reduction.

**(g) Occupational Disabilities**

**(1)** Benefits payable for any period shall be reduced by any payments for time lost from work in that period to which the employee is entitled under any Workers' Compensation Law or Act or any Occupational Disease Law or Act.

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

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

**(1)** Written notice of injury or sickness must be given to the insurance company within 20 days after the date of the accident causing such injury or the commencement of disability resulting from such sickness. Proof of such injury or sickness must be furnished to the insurance company within 90 days after the termination of the period for which weekly benefits are payable under the Plan.

**(2)** The insurance company shall have the right to have such medical examinations of an employee who is eligible to receive Sickness and Accident Benefits, as it may reasonably require, made by a physician or physicians designated by it. Failure to report for such examination may result in denial of such Benefits.

**(3)** No legal action shall be brought by any employee to recover from the insurance company prior to the expiration of 60 days after proof of claim has been filed in accordance with the requirements of the Plan, nor shall such action be brought at all unless brought within three years from the expiration of the time within which proof of claim is required by the Plan.

**(i) Payment of Claim**

**(1)** Subject to due proof of claim, the weekly benefits will be paid to the employee each week during any

period of disability for which such benefits are payable and any balance remaining unpaid at the termination of such period will be paid immediately upon receipt of proof.

(2) If disability is due to or accompanied by mental incapacity, all or any part of such weekly benefits may, at the option of the insurance company, be paid to the beneficiary of record of the employee or to any other person or institution then in the judgment of the insurance company contributing toward or providing for the care or maintenance of the employee.

**(j) Waiver**

In order to receive pension benefits under the provisions of The General Motors Canadian Hourly-Rate Employees Pension Plan an employee may waive irrevocably any right the employee may have to receive Sickness and Accident Benefits with respect to any period of disability by completing a waiver form furnished by the Company for that purpose. No Sickness and Accident Benefits shall be payable for any period of disability covered by such waiver.

**Section 7. Extended Disability Benefit Insurance**

**(a) Eligibility**

Extended Disability Benefit Insurance shall be provided while an employee is insured for Sickness and Accident Insurance, but not beyond the first of the second month following the month in which the employee attains the age at which a benefit (other than a benefit in payment of a spouse's allowance) under the *Old Age Security Act* is first payable.

An employee who is insured for Sickness and Accident Benefits and who, at the date of expiration of the maximum number of weeks for which the employee is entitled to receive Sickness and Accident Benefits and during a continuous period of disability thereafter, is totally disabled shall receive monthly Extended Disability Benefits for the period described in subsection (c) herein. For an employee to be deemed totally disabled, the employee must not be engaged in regular employment or occupation for remuneration or profit and be wholly prevented from engaging in regular employment or occupation with the Company at the plant or plants where the employee has seniority for remuneration or profit as a result of

bodily injury or disease, either occupational or non-occupational in cause.

**(b) Amount of Benefit**

**(1)** The monthly Extended Disability Benefit is the applicable amount shown in the Schedule of Benefits in Section 5 of this Article, reduced by an amount equal to the monthly equivalent of the total of the following benefits for which the person receiving Extended Disability Benefits is eligible:

**(i)** All benefits under any pension plan or retirement program then in effect to which General Motors Company or any of its subsidiaries has contributed, provided, however, that such deduction will not apply with respect to disabilities commencing before January 1, 1974;

**(ii)** Lost time benefits under Workers' Compensation Laws or other laws providing benefits for occupational injury or disease, including lump-sum settlements, but excluding specific allowances for loss, or 100 percent loss of use, of a body member, or permanent disability pensions or benefits payable for prolonged and indefinite duration, under Workers' Compensation Laws, for a disability which is not related to that for which Sickness and Accident and/or Extended Disability Benefits are payable;

**(iii)** Disability or Old Age Security Benefits (amount applicable to such person only) to which the person is entitled under any existing or future Provincial or Federal legislation which become payable, except Old Age Security Benefits reduced because of the age at which received, or benefits payable on a "needs" basis;

**(iv)** Benefits under any Provincial or Federal law providing benefits for working time lost because of disability.

**(2)** In determining the amount by which Extended Disability Benefits are reduced:

**(i)** The monthly equivalent of benefits paid on a weekly basis is computed by multiplying the weekly benefit rate by 4.33.

**(ii)** Lump-sum settlements under Workers' Compensation Laws result in reductions equal to the monthly equivalent of the amount of the Workers' Compensation benefit to which the employee would have been entitled under the applicable law had there been no lump-sum payment, but not to exceed in total the amount of the settlement. The amount of such settlement shall be allocated to days of disability for which compensation has not previously been paid, in chronological order until such amount has been fully allocated, at the rate of one-seventh of the weekly Workers' Compensation benefit which would have been applicable if the claim had been allowed and if there had been no lump-sum settlement.

**(iii)** The amount of a person's benefit under subsections (b)(1)(ii), (iii), or (iv) herein shall not be increased subsequent to the first day for which Extended Disability Benefits are payable, except that the amount of such increase shall not be disregarded if it represents an adjustment in the original determination of the amount of such benefit.

**(iv)** The amount of monthly Extended Disability Benefit shall not be reduced by any increase in an employee's benefit under subsection (b)(1)(i) herein that is effective subsequent to the first day for which an employee's Extended Disability Benefit is reduced because of receipt of such benefit. However, the amount of Extended Disability Benefit shall be reduced by any such increase which represents an adjustment in the original determination of the amount of the employee's benefit under subsection (b)(1)(i).

**(3)** Extended Disability Benefit computations presume eligibility for Statutory Disability Benefits under any existing or future applicable Provincial or Federal legislation and, for a disability commencing on or after January 1, 1974, pension plan and retirement program disability retirement benefits. However, such presumption of pension plan and retirement program disability retirement benefits shall not be made with respect to any Extended Disability Benefit payments due for the 12-month period immediately following the date of expiration of the maximum number of weeks for which the employee is entitled to receive Sickness and Accident Benefits.

Amounts deducted from Extended Disability Benefits on this basis are paid upon presentation of satisfactory evidence that these benefits were applied for and denied; provided, however, that a reduction in Extended Disability Benefits is made in an amount equal to Statutory Disability Benefits (benefit of

disabled contributor only) that would have been payable except for refusal to accept vocational rehabilitation services.

(4) Benefits payable for less than a full calendar month are prorated on the basis of the ratio of calendar days of eligibility to total calendar days in the month.

(5) The insurance company may require each applicant or recipient of Extended Disability Benefits to certify or furnish verification of the amounts of income from sources listed in subsection (b)(1) herein.

(6) Any benefits described in subsection (b)(1) herein which are awarded retroactively shall be treated as having been received by the employee during the entire time period for which such benefits were payable and any overpayments of Extended Disability Benefits shall be calculated accordingly.

(7) Effective September 26, 2016 the COLA adjustment for employees hired prior to September 20, 2016 is suspended until the first pay period on or after June 1, 2023. For employees hired on or after September 20, 2016 COLA is not applicable, unless eligible. The net monthly Extended Disability Benefit, as determined in accordance with (1) through (6) of this Section 7(b), for any employee receiving such Benefit on that date, will be indexed at a rate of 90% of the annual change in the Consumer Price Index published by Statistics Canada (2002=100) as of the preceding July. The annual change shall be determined by dividing the 12 month average of the Consumer Price Index as of such preceding July by the similar average as of July in the previous year and then deducting 1.0. The maximum Consumer Price Index change, subject to this adjustment, will be limited to 5% in any year. In no event shall the indexed Extended Disability Benefit (inclusive of all prior Consumer Price Index adjustments under this section) exceed the Extended Disability Benefit applicable to an active employee, in the same classification, as set forth in the schedules of disability benefits under Article II, Section 5.

(c) Commencement and Duration of Benefits

(1) Extended Disability Benefits to an eligible applicant shall be for the period commencing the day following the last day of disability included within the period for the maximum number of weekly Sickness and Accident Benefits,

including weeks in which such Sickness and Accident Benefits were partially or wholly offset because of receipt of Workers' Compensation Benefits.

(2) The maximum period during which Extended Disability Benefits may be payable shall be:

(i) in the case of an employee who has ten or more Years of Participation as of the day on which disability commenced, the number of months commencing with the month in which the date of the expiration of the maximum number of weekly Sickness and Accident Benefits occurs and terminating with the date of the employee's death, the first of the second month in which the employee attains the age at which a benefit (other than a benefit in payment of a spouse's allowance) under the *Old Age Security Act* is first payable, or the time the employee no longer satisfies the disability requirement; and

(ii) in the case of an employee who has less than ten Years of Participation as of the day on which disability commenced, the number of months by which the employee's Years of Participation at commencement of disability exceed the maximum number of weeks for which the employee is entitled to receive Sickness and Accident Benefits. In any event, Extended Disability Benefits shall not be payable beyond the date of the employee's death, the first of the second month following the month in which the employee attains the age at which a benefit (other than a benefit in payment of a spouse's allowance) under the *Old Age Security Act* is first payable, or the time the employee no longer satisfies the disability requirement; and

(iii) if an employee's return to work with the Company does not qualify the employee for a new period of Sickness and Accident Benefits or if the employee engages in some gainful occupation or employment other than one for which the employee is reasonably qualified by education, training or experience, the employee's satisfying of the disability requirement shall not be deemed to end, but the Extended Disability Benefit shall be suspended for the period of the return to work or the period the employee engages in such occupation or employment.

(3) If monthly Extended Disability Benefits payable to an employee are discontinued because the employee no

longer satisfies the disability requirement, and within two weeks of the effective date of such discontinuance and before the employee returns to work with the Company, the employee again becomes disabled so as to satisfy the disability requirement, monthly Extended Disability Benefits will be resumed.

(4) For purposes of applying the maximum period for monthly Extended Disability Benefits, a month in which such benefits are partially or wholly offset by benefit payments from sources listed in subsection (b)(1), suspended under subsection (c)(2), or not paid between periods of disability under circumstances described under subsection (c)(3), is counted as a full month. Fractions of the first and last month are counted as fractions of a month.

(5) The cumulative total number of months during any previous periods of eligibility for Extended Disability Benefits, regardless of whether for the same or related disabling condition, reduces the maximum number of monthly benefit payments for which the individual is otherwise eligible under subsection (c)(2)(ii) when Extended Disability Benefits again commence.

(6) If disability is due to or accompanied by mental incapacity, all or any part of such monthly Extended Disability Benefits may, at the option of the insurance company, be paid to the beneficiary of record of the employee or to any other person or institution then in the judgment of the insurance company contributing toward or providing for the care or maintenance of the employee.

**(d) Rehabilitation**

There is no ineligibility for Extended Disability Benefits because of work which is determined to be primarily for training under a recognized program of vocational rehabilitation.

**(e) Proof of Disability**

The insurance company may require an applicant, as a condition of eligibility, to submit to examinations by a physician designated by it for the purpose of determining the applicant's initial or continuing disability.

**(f) Exclusions**

No benefit shall be payable for any period of disability resulting from pregnancy or childbirth or resulting complications during the period an employee is on a pregnancy leave of absence, or could be placed on a pregnancy leave of absence by the Company in accordance with any pregnancy leave provisions of the relevant Provincial Statutes.

**(g) Special Benefit**

The provisions of subsection (b) to the contrary notwithstanding, for an employee who became disabled prior to January 1, 1974 and who was eligible for Extended Disability Benefits on September 17, 1979, the monthly Extended Disability Benefit for each month of disability that such employee is not entitled to a Disability Benefit under any existing or future applicable Provincial or Federal legislation, shall be the applicable amount determined in accordance with the Schedule of Benefits in effect at the commencement of the employee's disability, increased by \$50.00 for each such month commencing on or after September 17, 1979 but prior to September 20, 1982 and by \$100.00 for each such month commencing on or after September 20, 1982, subject, in either case, to reductions in accordance with subsection (b).

**Section 8. Survivor Income Benefit Insurance**

**(a) Transition Survivor Income Benefit**

For eligible Class A, B or C survivors, a Transition Survivor Income Benefit in the amount of \$875 per month for any such benefit payable for months commencing on or after October 1, 2010 for up to a maximum of 24 months shall be provided, except that for any month in which a Class A eligible survivor has a dependent child, as defined in subsection (c) herein, and for any month in which a Class B eligible survivor of the employee is not survived by either parent, the amount of the Transition Survivor Income Benefit shall be \$950 per month for such benefit payable for months commencing on or after October 1, 2010.

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

Survivor Income Benefit Insurance shall be in force only while an employee is insured for Extra Accident Insurance under this Article and only while the employee has at least one eligible dependent. Such insurance shall also be provided for an employee retired under the total and permanent disability and occupational disability provisions of The General Motors Canadian Hourly-Rate Employees Pension Plan, but only until attainment of age 65. No other retired employee shall be insured hereunder.

**(b) Payment of Transition Survivor Income Benefit**

In the event of death of an insured employee from any cause, benefits shall be payable monthly commencing on the first day of the calendar month following the death of the employee, and on the first day of each month thereafter until 24 such payments have been made or until there are no eligible survivors in any Class of eligible survivors, if earlier, except that no benefits shall be payable for any period covered by a waiver in accordance with subsection (i) of this Section 8.

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

**(c) Classes of Eligible Survivors**

The Classes of eligible survivors (also referred to herein as eligible dependents) and the order of qualifying for benefits are as follows:

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

**Class B.** Any child of the deceased employee, who at the time a Transition Survivor Income Benefit first becomes payable to such child is both unmarried and either (i) under 21 years of age, or (ii) at least age 21 but under age 25 or (iii) totally and permanently disabled at any age over 21; provided, however, that a child under (ii) or (iii) must have been legally residing with and dependent upon the employee at the time of the employee's death. A child shall cease to be a Class B

eligible survivor upon marrying or if not totally and permanently disabled, upon reaching the 25th birthday of such child.

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

**(d) Sequence of Payments**

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

**(1) Class A Eligible Survivors**

If a Class A eligible survivor dies prior to the payment of the maximum number of 24 benefit payments, the right to any remaining payments shall pass in equal shares, except as otherwise provided in subsection (a) herein, for the balance of the maximum number of payments to any surviving children who then qualify under Class B or, if there are none, then in equal shares, except as otherwise provided in subsection (a) herein, for the balance of the maximum number of payments to any surviving parents who then qualify under Class C. In any case in which the Class A eligible survivor does not receive Survivor Income Benefits because of a waiver under subsection (i) of this Section 8, any payments of Transition Survivor Income Benefits to a Class B or Class C eligible survivor shall be determined as if the deceased Class A eligible survivor had not waived such benefits.

In no event, however, will any such benefit be paid to a Class B or Class C eligible survivor for any month for which Transition Survivor Income Benefits would have been payable to the Class A eligible survivor except for the waiver or for any month subsequent to 24 calendar months after the date of death of the insured employee.

**(2) Class B Eligible Survivors**

If, after having qualified under Class B, a child marries, dies, or attains age 25 (if not totally and permanently disabled), any remaining payments shall be divided equally, except as otherwise provided in subsection (a) herein, among any surviving children who continue to qualify under Class B. After the last child ceases to qualify, any remaining payments shall be

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

**(3) Class C Eligible Survivors**

If more than one parent qualifies under Class C and either parent dies, any remaining payments shall be payable to the surviving parent.

**(4) No Eligible Survivor**

If no eligible survivor of the employee qualifies in any Class on the first of the month following the death of the employee, no payments will be made hereunder. Once begun, payments will cease when there is no eligible survivor in any Class.

**(e) Bridge Survivor Income Benefits for Class A Eligible Survivors**

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

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

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

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

**(i)** the death or remarriage of the Class A eligible survivor (on or after December 13, 1976 remarriage shall include a legal marriage or the cohabiting and residing by the Class A survivor with a person of the opposite sex, or on or after October 25, 1999 a person of the same sex in a conjugal relationship, for a continuous period of one year during which such survivor publicly represents such person to be the survivor's spouse), or

**(ii)** attainment by the Class A eligible survivor of such age at which Old Age Security Benefits become payable under any applicable Federal legislation, as now in effect or hereafter enacted or amended, or

**(iii)** the commencement of a period covered by a waiver in accordance with subsection (i) of this Section 8.

**(g) Privilege of Obtaining an Individual Policy of Life Insurance**

The employee shall be entitled to have issued an individual policy of Life Insurance in accordance with the provisions set forth in Article IV, Section 6 provided the employee has at least one eligible dependent under any Class at the date of cessation of insurance, Life Insurance ceases, and the employee applies within 31 days after the date Survivor Income Benefit Insurance ceases. The amount of such individual policy issued shall be increased by an amount equal to (or less at the option of the employee) the total amount of monthly Survivor Income Benefit Insurance payments that would have been made if the employee had died on the date insurance ceased.

If the employee dies during such 31-day period, whether or not the employee shall have made application for such individual policy, the insurance company shall pay any Survivor Income Benefit Insurance which would otherwise be payable in accordance with this Section 8.

**(h) Non-Alienation**

No survivor income benefit payable hereunder shall be subject in any manner to assignment, pledge, attachment or

encumbrance of any kind, nor subject to the debts or liability of any eligible survivor except as required by applicable law.

**(i) Waiver**

A Class A eligible survivor may waive any right to receive Survivor Income Benefits with respect to any period by completing a waiver form furnished by the Company for that purpose regardless of the date the deceased employee last worked. If the waiver is received by the Company on or before the date the survivor's application for Survivor Income Benefits is received by the Company, such waiver shall become effective the first day of the first month for which such benefits are payable, or, if later, the first day of the month designated by the survivor; otherwise such waiver shall become effective the first day of the second month following the month in which it is received by the Company. No survivor income benefits shall be payable for any period covered by such waiver; provided, however, that any month in which a survivor income benefit is not paid because of such waiver shall be counted as if it is a month for which a benefit is paid under subsection (a) herein for the purpose of determining the maximum number of monthly Transition Survivor Income Benefits. A Class A eligible survivor may revoke such a waiver by completing the appropriate form furnished by the Company, such revocation being effective with respect to survivor income benefits payable on and after the first day of the second month following the month in which such revocation is received by the Company.

No other Sections of this Article, except as specifically mentioned in this Section 8, shall be applicable to this Survivor Income Benefit Insurance.

**Section 9. Dependent Group Life Insurance**

The Company shall continue its arrangements to make available the Dependent Group Life Insurance set forth in this Section.

In the event of any conflict between the provisions of this Section and any other provisions of this Supplemental Agreement, the provisions of this Section will supersede such other provisions to the extent they apply to this Section.

**(a) Eligibility Date**

An employee as defined in Article V, Section 1 shall become eligible for the amounts of Dependent Group Life Insurance as determined in accordance with Schedule I, II, III, or IV, and, for employees at work on or after October 15, 1990, Schedule V or Schedule VI, and, for employees at work on or after October 28, 1996, Schedule VII or Schedule VIII, and, for employees at work on or after October 25, 1999, Schedule IX or Schedule X, and, for employees at work on or after September 23, 2002, Schedule XI or Schedule XII, as set forth in subsection (d) herein, on the first day of the calendar month next following the month in which the employee acquires one year of seniority, as defined in Article V, Section 4, provided that the employee, at that time, is insured for the Life Insurance provided in accordance with Section 2(a) or 2(b) of this Article and, has at least one eligible dependent as defined in subsection (c), herein. If the employee does not then meet these conditions, the employee shall become eligible for Dependent Group Life Insurance on the first day of the calendar month next following the date these conditions are first met.

The date that the employee becomes eligible for amounts of insurance under a Schedule shall be hereinafter referred to as the employee's eligibility date for purposes of the insurance under such Schedule.

**(b) Enrollment and Effective Dates**

The employee's Dependent Group Life Insurance shall become effective as follows:

**(1)** If the employee enrolls on or before the eligibility date, insurance becomes effective on the eligibility date.

**(2)** If the employee enrolls during the 31-day period following the eligibility date, insurance becomes effective on the first day of the calendar month next following the date of enrollment.

**(3)** If the employee enrolls subsequent to the 31st day following the employee's eligibility date, or if the employee becomes insured for Dependent Group Life Insurance under a Schedule and later decides to enroll for a higher amount of insurance under another Schedule as set forth in subsection (d) herein, the employee must furnish evidence satisfactory to the insurance company of each Dependent's good health. In such

case, insurance will become effective on the first day of the calendar month next following the date the insurance company approves the evidence, with respect to those persons whose evidence has been approved and who are still eligible Dependents, as defined in subsection (c), herein.

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

If the employee becomes insured for the amounts of insurance under a Schedule and later enrolls for decreased amounts of insurance under another Schedule as set forth in subsection (d) herein, the insurance under the requested Schedule shall become effective on the first day of the calendar month next following the last month for which the employee made the required contribution for the insurance under the prior Schedule, whether or not the employee is then actively at work.

#### **(c)      Definition of Dependent**

"Dependent" means (a) the employee's spouse and (b) any unmarried child over 14 days of age (i) of the employee by birth, legal adoption, or legal guardianship, while such child legally resides with and is dependent upon the employee, (ii) of the employee's spouse while such child is in the custody of and dependent upon the employee's spouse and is residing in and a member of the employee's household, (iii) as defined in (i) and (ii) who does not reside with the employee but is the employee's legal responsibility for the provision of health care, and (iv) who resides with and is related by blood or marriage to the employee, for whom the employee provides principal support as defined by the 1987 *Income Tax Act (Canada)*, and who was reported as a dependent on the employee's most recent income tax return or who qualifies in the current year for dependency tax status.

A child as defined in (i), (ii), (iii) or (iv) is included until the end of the calendar year in which the child attains age 25, or regardless of age if totally and permanently disabled as defined hereinafter, provided that any such child after the end of the calendar year in which the child attains age 21 must be dependent upon the employee within the meaning of the 1987

*Income Tax Act (Canada)* and must legally reside with, and be a member of the household of, the employee.

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

"Spouse" means the person to whom the employee is legally married or, if there is no such person, means a person of the opposite sex who has been cohabiting and residing with the employee, or on or after October 25, 1999 a person of the same sex who has been residing with the employee in a conjugal relationship, for a continuous period of at least one year, and has been publicly represented by the employee as the employee's spouse.

No person may be considered a Dependent of more than one employee.

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

**(d) Amount of Insurance**

The amount of Dependent Group Life Insurance applicable to each Dependent is as follows:

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

\* For employees at work on or after October 15, 1990.

\*\* For employees at work on or after October 28, 1996.

\*\*\* For employees at work on or after October 25, 1999.

\*\*\*\* For employees at work on or after September 23, 2002.

An employee may elect the amounts of insurance determined in accordance with Schedule I, Schedule II, Schedule III or Schedule IV, and, for employees at work on or after October 15, 1990 Schedule V or Schedule VI, and, for employees at work on or after October 28, 1996 Schedule VII or Schedule VIII, and, for employees at work on or after October 25, 1999 Schedule IX or Schedule X, and, for employees at work on or after September 23, 2002 Schedule XI or Schedule XII, depending on the employee's eligibility as set forth in subsection (a) herein.

**(e) Contributions**

The employee shall contribute the full cost of Dependent Group Life Insurance and contributions shall be payable weekly for employees on company payroll, and monthly for employees and retirees on all other payment types. The required contribution, regardless of the number of Dependents on whose account the employee is insured, is as set forth in the following table, which is subject to change.

Employee's Age	Monthly Contribution multiplied by 12 months divided by 52 weeks.)											
	Schedule I	Schedule II	Schedule III	Schedule IV	Schedule V	Schedule VI	Schedule VII	Schedule VIII	Schedule IX	Schedule X	Schedule XI	Schedule XII
Under 30	\$ 0.23	\$ 0.46	\$ 0.63	\$ 0.78	\$ 1.15	\$ 1.38	\$ 1.61	\$ 1.84	\$ 2.07	\$ 2.30	\$ 2.58	\$ 2.82
30 - 34	0.30	0.59	0.80	1.02	1.48	1.77	2.07	2.36	2.66	2.95	3.29	3.60
35 - 39	0.37	0.72	0.98	1.25	1.81	2.17	2.53	2.89	3.25	3.61	4.01	4.37
40 - 44	0.59	1.18	1.64	2.10	2.95	3.55	4.13	4.73	5.31	5.90	6.51	7.09
45 - 49	0.99	1.97	2.84	3.71	4.92	5.90	6.89	7.88	8.86	9.85	10.87	11.86
50 - 54	1.65	3.29	4.85	6.43	8.20	9.85	11.48	13.12	14.76	16.41	18.09	19.73
55 - 59	2.47	4.92	7.39	9.85	12.30	14.76	17.23	19.68	22.15	24.61	27.09	29.55
60 - 64	3.77	7.54	11.32	15.09	18.86	22.64	26.42	29.45	33.96	37.73	41.52	45.30
65 - 69	5.74	11.48	17.23	22.97	28.71	34.44	40.19	45.93	51.67	57.41	63.17	68.91

\* For employees at work on or after October 15, 1990.

\*\* For employees at work on or after October 28, 1996.

\*\*\* For employees at work on or after October 25, 1999.

\*\*\*\* For employees at work on or after September 23, 2002.

When the employee attains a birthday which places the employee in a higher age bracket, the contribution will change on the first day of the calendar month next following the month in which such birthday occurs.

**(f) Payment of Benefits**

If a Dependent dies from any cause while the employee is insured for Dependent Group Life Insurance, the amount of such insurance in force on account of the Dependent shall be paid in a lump sum to the employee (the employee is the beneficiary for Dependent Group Life Insurance). The employee's insurance certificate shall set forth the procedure for payment of insurance in case a Dependent dies subsequent to the death of the employee.

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

**(g) Cessation of Insurance**

Dependent Group Life Insurance shall automatically cease on the earliest of the following:

**(1)** The date the employee ceases to have a Dependent as defined in subsection (c), herein.

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

**(3)** If the employee fails to make a required contribution for Dependent Group Life Insurance when due, the last day of the calendar month immediately preceding the calendar month for which contribution was due.

**(4)** The last day of the calendar month in which the employee attains age 70.

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

The Dependent Group Life Insurance on account of any Dependent shall automatically cease on the day immediately preceding the date such person ceases to be a Dependent as defined in subsection (c) herein.

**(h) Conversion Privilege**

Upon written application made by a person to the insurance company within 31 days after the date of cessation of the Dependent Group Life Insurance on account of such person because of:

(1) cessation of the employee's insurance in accordance with Article III, Section 8(a), unless such cessation was due to discontinuance of Dependent Group Life Insurance under the Plan as defined in Article V, Section 5, or

(2) such person's ceasing to be a Dependent as defined in subsection (c) herein,

such person shall be entitled to have an individual policy of Life Insurance only, without Disability or Accidental Means Death Benefits, issued by the insurance company, without evidence of insurability. Such individual policy shall be upon one of the forms then customarily issued by the insurance company, and will provide an individual policy of:

(a) term insurance for a period of one year; or (b) term insurance to age 65; or (c) life insurance under any regular plan then being issued by the insurance company and the premium for such individual policy shall be the premium applicable to the class of risk to which such person belongs and to the form and amount of the individual policy at such person's attained age at the date of issue of such individual policy. The amount of such individual policy shall be equal to (or, at the option of such person, less than) the amount of Dependent Group Life Insurance in force on account of such person on the date of cessation of such insurance.

Any individual policy of Life Insurance so issued shall become effective at the end of the 31-day period during which application for such individual policy may be made. If, however, the person who is entitled to the privilege of obtaining an individual policy of Life Insurance dies during such 31-day period, the insurance company shall pay to the employee, whether or not application for such individual policy shall have been made, the maximum amount of Life Insurance for which an individual policy could have been issued. The employee's insurance certificate shall set forth the procedure for payment of insurance in case such person dies subsequent to the death of the employee.

## **Section 10. Optional Group Life Insurance**

The Company shall continue its arrangements to make available, the Optional Group Life Insurance set forth in this Section.

In the event of any conflict between the provisions of this Section and any other provisions of this Supplemental Agreement, the provisions of this Section will supersede such other provisions to the extent they apply to this Section.

### **(a) Eligibility Date**

An employee as defined in Article V, Section 1 who is insured for the Life Insurance provided in accordance with Section 2(a) or 2(b) of this Article, shall become eligible for the amounts of Optional Group Life Insurance as determined in accordance with Schedule I, II, III, IV or V, and, for employees at work on or after October 15, 1990, Schedule VI and Schedule VII, and, for employees at work on or after October 28, 1996, Schedule VIII and Schedule IX, and, for employees at work on or after October 25, 1999, Schedule X and Schedule XI, as set forth in subsection (c) herein, on the first day of the calendar month next following the month in which the employee acquires one year of seniority, as defined in Article V, Section 4.

The date that the employee becomes eligible for Optional Group Life Insurance shall be hereinafter referred to as the employee's eligibility date.

### **(b) Enrollment and Effective Dates**

The employee's Optional Group Life Insurance shall become effective as follows:

**(1)** If the employee enrolls on or before the eligibility date, insurance becomes effective on the eligibility date.

**(2)** If the employee enrolls during the 31 day period following their eligibility date, insurance becomes effective on the first day of the calendar month next following the date of enrollment.

**(3)** If the employee enrolls subsequent to the 31st day following the employee's eligibility date, or if the employee

becomes insured for Optional Group Life Insurance and later decides to enroll for a higher amount of insurance as set forth in subsection (c) herein, the employee must furnish evidence satisfactory to the insurance company (a) of the employee's good health, or (b) that the employee has married or acquired children by birth or adoption during the 31 day period immediately prior to such enrollment. In either case, insurance will become effective on the first day of the calendar month next following the date the insurance company approves the evidence, provided that in the case of (b) herein, the change in status is still in existence.

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

If the employee becomes insured for Optional Group Life Insurance and later enrolls for a lower amount of insurance as set forth in subsection (c), herein, the employee shall become insured for such lower amount of insurance on the first day of the calendar month next following the month for which the employee last contributed for the higher amount, whether or not the employee is then actively at work.

**(c) Amount of Insurance**

An employee may elect one of the following Schedules of Optional Group Life Insurance:

Schedule I - \$10,000	Schedule IV - \$40,000
Schedule II - \$20,000	Schedule V - \$50,000
Schedule III - \$30,000	

and for employees at work on or after October 15, 1990  
Schedule VI - \$75,000      Schedule VII - \$100,000

and for employees at work on or after October 28, 1996  
Schedule VIII - \$125,000      Schedule IX - \$150,000

and for employees at work on or after October 25, 1999  
Schedule X - \$175,000      Schedule XI - \$200,000

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

If, after the employee's 65th birthday, an employee either enrolls initially for Optional Group Life Insurance or becomes insured for an increased or decreased amount of insurance, then, for the purpose of the reductions set forth in the preceding sentence, the amount of Optional Group Life Insurance shall be determined as though such initial, increased or decreased amount were in force on the employee's 65th birthday.

No Optional Group Life Insurance is provided after the end of the month in which the employee attains age 70.

**(d) Contributions**

The employee shall contribute the full cost of the Optional Group Life Insurance and contributions shall be payable weekly for employees on company payroll and monthly for employees and retirees on all other payment types. The required contribution for each \$1,000 of Optional Group Life Insurance is as set forth in the following table, which is subject to change.

<b>Employee's Age</b>	<b>Monthly Contribution<sup>1</sup></b>
Less than 30	\$0.05
30 - 34	0.05
35 - 39	0.07
40 - 44	0.13
45 - 49	0.24
50 - 54	0.41
55 - 59	0.69
60 - 64	0.89
65 - 69	1.58

1. Weekly contribution equals the monthly contribution multiplied by 12 months divided by 52 weeks.

When the employee attains a birthday which places the employee in a higher age bracket, the contribution will change on the first day of the calendar month next following the month in which such birthday occurs.

**(e) Payment of Benefits**

**(1)** The amount of Optional Group Life Insurance is payable to the beneficiary of record of the employee in the event of death from any cause while the employee is insured for Optional Group Life Insurance.

**(2)** At the written request of the beneficiary, Optional Group Life Insurance shall be paid either in a lump sum or in instalments. No instalment settlement election shall be valid if such settlement would result in instalment payments of less than \$10.00 each.

**(3)** If the insurance is payable in instalments and the beneficiary dies before all instalments have been paid, the unpaid instalments shall be commuted at the rate of interest used in computing the amount of instalment payments, and paid in one lump sum to the estate of the beneficiary unless otherwise provided in the election of an instalment settlement.

**(4)** The employee's insurance certificate shall set forth the administrative provisions regarding the recording of beneficiary designations, changes of beneficiary and the procedure for payment of insurance in case there is no beneficiary living at the death of the employee.

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

**(f) Cessation of Insurance**

Optional Group Life Insurance shall automatically cease on the earliest of the following:

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

**(2)** If the employee fails to make a required contribution for Optional Group Life Insurance when due, the

last day of the calendar month immediately preceding the calendar month for which contribution was due.

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

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

(g) Conversion Privilege

Upon written application made by a person to the insurance company within 31 days after the date of cessation of the employee's Optional Group Life Insurance because of cessation, in accordance with Article III, Section 8(a), of the employee's insurance the employee shall be entitled to have an individual policy of Life Insurance only, without Disability or Accidental Means Death Benefits, issued by the insurance company, without evidence of insurability. Such individual policy shall be upon one of the forms then customarily issued by the insurance company, and will provide an individual policy of:

(a) term insurance for a period of one year; or (b) term insurance to age 65; or (c) life insurance under any regular plan then being issued by the insurance company and the premium for such individual policy shall be the premium applicable to the class of risk to which the employee belongs and to the form and amount of the individual policy at the employee's attained age at the date of issue of such individual policy. The amount of such individual policy shall be equal to (or, at the option of the employee, less than) the amount of the employee's Optional Group Life Insurance in force on account of such person on the date of cessation of such insurance.

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

## **Section 11. Total and Permanent Disability Benefits**

Effective September 17, 2008, Total and Permanent Disability Benefits are modified as follows:

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

**(1)** If an employee becomes totally and permanently disabled, as defined in Subsection (3) herein, while insured under the Plan and prior to the end of the month in which the employee's 65th birthday occurs, and if the employee has credit for less than ten Years of Participation under the Plan on the last day of the month in which the employee becomes totally and permanently disabled and provided that satisfactory written proof of such disability is submitted, as required herein, and provided the employee so elects, the insurer shall discontinue the Life and Extra Accident Insurance on the life of said employee and will pay to the employee, in lieu of the payment of Life Insurance at the employee's death, a lump sum payment or monthly instalments, as the employee may elect. In the event that an employee elects payment on a monthly instalment basis, such instalments will be payable at the rate of \$20 per month for each \$1,000 of the employee's Life Insurance under the Plan at the date of commencement of such disability until such amount of insurance is exhausted.

**(2)** An employee eligible to retire under any Company pension or retirement program except under the General Motors Canadian Hourly-Rate Employees Pension Plan, Article I, Section 2(a)(4) is ineligible for this benefit.

**(3)** An employee shall be deemed to be totally and permanently disabled only if the employee is not engaged in regular employment or occupation for remuneration or profit and on the basis of medical evidence satisfactory to the insurance company the employee is found to be wholly and permanently prevented from engaging in regular employment or occupation with the Company at the plant or plants where the employee has seniority for remuneration or profit as a result of bodily injury or disease, either occupational or non-occupational in cause, but excluding disabilities resulting from service in the armed forces of any country unless the employee becomes totally and permanently disabled after the employee has accumulated at least 10 years of seniority following separation from service in the armed forces.

**(4)** If the employee should die during the period of total and permanent disability and while the monthly instalments are being paid, an amount equal to the then commuted value of the instalments remaining unpaid, shall be paid in a lump sum as a death benefit to the beneficiary of record of the employee.

**(b)** Payment of Benefits

**(1)** The first monthly instalment of payments under this Section shall be payable on the later of

**(i)** the first day of the month which includes the date the required proof of such disability is received by the Company,

**(ii)** the day following the date of expiration of the maximum number of weeks for which Sickness and Accident Benefits are payable to the employee under any plan to which the Company contributes, or

**(iii)** the day following the date of expiration of the maximum number of months for which Extended Disability Benefits are payable to the employee.

**(2)** If an individual policy of Life Insurance has been issued in accordance with the provisions described in Article IV, Section 6(a), payment may be made under the provisions described in this Section only if such individual policy is surrendered without claim thereunder. In such case, any premiums paid on such individual policy shall be refunded.

**(3)** If such disability is due to or accompanied by mental incapacity, the whole or any part of such instalments may, at the option of the insurance company, be paid to the beneficiary of record of the employee or to any other person or institution then in the judgment of the insurance company contributing toward or providing for the care or maintenance of the employee.

**(c)** Employee Contributions

No employee contributions under this Article are required while the employee is receiving such Total and Permanent Disability Benefits.

**(d) Cessation of Disability**

**(1)** If the employee ceases to be disabled or fails to submit any required proof, the monthly instalments shall automatically and immediately cease.

**(2)** If the employee recovers and returns to work with the Company, Life Insurance shall be reinstated for an amount determined in accordance with the Schedule of Benefits applicable to the employee on the employee's return to work and on the basis of the employee's base hourly rate at the time in accordance with Article IV, Section 2(a). If the employee again becomes total and permanently disabled, they shall be eligible for the amount of insurance in force when the later disability commenced, less any Life Insurance previously paid to them.

**(3)** If the employee recovers but does not return to work with the Company within 31 days thereafter, all insurance and benefits shall cease at the end of such 31 day period, but within such 31 day pay period the employee may convert the then commuted value of the unpaid instalments into an individual policy in accordance with Article IV, Section 6(a).

**(e) Proof of Disability**

Notwithstanding that proof of total and permanent disability may have been accepted by the insurance company as satisfactory, the employee on request from the insurance company shall furnish due proof of the continuance of such disability, and shall submit to physical examination at reasonable intervals by physicians designated by the insurance company.

## **ARTICLE III**

### **CONTINUATION OF INSURANCE, COMPANY AND EMPLOYEE CONTRIBUTIONS, AND CESSATION OF INSURANCE**

#### **Section 1. Employees in Active Service**

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

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

#### **Section 2. Employees on Layoff or Leave of Absence Other than for Disability**

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

**(a)** For the first month all insurance provided under Article II will be continued and the Company shall pay the full monthly premium charge for such insurance (other than Dependent Group Life Insurance and Optional Group Life Insurance). If enrolled, the employee shall contribute the full cost of any Dependent Group Life Insurance and Optional Group Life Insurance which the employee elects to continue.

**(b)** For the next 12 months in case of a layoff (15 months in the case of an employee at work on or after November 17, 2002) and (24 months in the case of an employee at work on or after September 15, 1982 who has 10 or more years of seniority as of the last day worked prior to layoff) and the next 11 months in case of a leave of absence other than for disability only the Life, Extra Accident, Survivor Income Benefit, Dependent Group Life, and Optional Group Life Insurance may be continued.

**(1)** For such period in case of a layoff, contributions shall be in accordance with certain schedules established by the Company related to eligibility for Supplemental

Unemployment Benefits, to seniority, or on some other basis, under which coverages (other than Dependent Group Life Insurance and Optional Group Life Insurance) continued by a laid-off employee shall be continued without cost to the employee during a specified number of full calendar months of layoff. Company contributions shall commence with the first month after the month in which the Company contributed under the provisions of subsection (a) herein.

Employees shall contribute 50¢ per month per \$1000 of Life Insurance for such coverages (other than Dependent Group Life Insurance and Optional Group Life Insurance) continued in any month of layoff in which they are not eligible for such Company contributions. If enrolled, the employee shall contribute the full cost of any Dependent Group Life Insurance and Optional Group Life Insurance which the employee elects to continue.

**(2)** For such period in case of a leave of absence other than for disability employee contributions shall be at the rate of 50¢ per month per \$1000 of Life Insurance for such coverages (other than Dependent Group Life Insurance and Optional Group Life Insurance) continued. If enrolled, the employee shall contribute the full cost of any Dependent Group Life Insurance and Optional Group Life Insurance which the employee elects to continue.

**(c)** Life, Extra Accident, Survivor Income Benefit, Dependent Group Life and Optional Group Life Insurance may be continued by an employee while on layoff for up to 12 additional months beyond the last month for which the Company contributed in accordance with subsection (b)(1) herein. Employees shall contribute 50¢ per month per \$1000 of Life Insurance for such coverages (other than Dependent and Optional Group Life Insurance) continued in any month of layoff in which they are not eligible for such Company contributions. If enrolled, the employee shall contribute the full cost of any Dependent Group Life Insurance and Optional Group Life Insurance which the employee elects to continue.

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

**(d) Employee Placed on Layoff From Disability Leave of Absence**

For an employee at work on or after September 15, 1982 who, upon reporting for work from an approved disability leave of absence, is immediately placed on layoff, the day the employee reports for work shall be deemed to be the day such employee last works prior to layoff and the insurance to be continued during such layoff will be that for which the employee was insured on the actual day the employee last worked, but only for purposes of this Section 2.

**Section 3. Disabled Employees**

**(a) For any period during which an employee**

**(1) shall be entitled to receive Sickness and Accident Benefits, or**

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

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

**(b) If, on the next regularly scheduled work day after an employee's disability leave of absence is cancelled by the plant because the employee's disability has ceased, the employee is again disabled so as to satisfy the disability requirements for Sickness and Accident Benefits and is thereby unable to return to work, all the employee's insurance under Article II shall remain in force while the employee is so disabled, on the same basis as if the employee had become disabled while Sickness and Accident Insurance was in force, but in no case will the**

duration of Sickness and Accident Benefits exceed the maximum period for which benefits would have been payable at the onset of the initial disability as set forth in Article II, Section 6 (b)(1).

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

**(c)** If at the expiration of the periods specified in subsections (a) or (b) herein, an employee is receiving payments because of employment with the Company under any Workers' Compensation Law or Act or any Occupational Disease Law or Act, the employee shall have only Life, Extra Accident, Survivor Income Benefit, Dependent Group Life and Optional Group Life Insurance continued for the period the employee continues to receive such payments.

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

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

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

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

**(1) Employees With Less Than Ten Years of Participation**

An employee may continue during a period of continuing total disability only Life, Extra Accident, Survivor Income Benefit, Dependent Group Life and Optional Group Life Insurance which was in force on the last day of the month in which disability commenced for a minimum period of one year from the date of disability, or, if longer, for a period not to exceed the employee's Years of Participation as of the first day of disability, but not after age 65. Contributions for insurance so continued shall be at the rate of 50¢ per month per \$1000 of Life Insurance for such insurance (other than Dependent Group Life Insurance and Optional Group Life Insurance) continued. If enrolled, the employee shall contribute the full cost of any Dependent Group Life Insurance and Optional Group Life Insurance which the employee elects to continue.

**(2) Employees With Ten or More Years of Participation**

An employee may continue during a period of continuing total disability up to age 65 only the Life, Extra Accident, Survivor Income Benefit, Dependent Group Life and Optional Group Life Insurance which was in force on the last day of the month in which disability commenced. Contributions for insurance so continued shall be at the rate of 50¢ per month per \$1000 of Life Insurance, for such insurance (other than Dependent Group Life Insurance and Optional Group Life Insurance) continued, except that while the employee is adjudged totally and permanently disabled no further contributions for such Insurance (other than Dependent Group Life Insurance and Optional Group Life Insurance) will be required. If enrolled, the employee shall contribute the full cost of any Dependent Group Life Insurance and Optional Group Life Insurance which the employee elects to continue.

Life Insurance on and after age 65 shall be determined as set forth in Article II, Section 2(b). Sickness and Accident Insurance will be cancelled upon retirement or upon termination of an approved disability leave of absence, if earlier. Years of Participation in such cases include the period of total and

permanent disability during which contributions were not required. On and after age 65 Dependent Group Life Insurance and Optional Group Life Insurance shall be continued as set forth in Article II, Sections 9 and 10 respectively.

#### **Section 4. Special Continuation of Insurance**

##### **(a) For Employees hired prior to September 20, 2016, within Five Years of Normal Retirement Date**

**(1)** An insured employee who ceases active work within five years of the employee's normal retirement date and was insured from the date which precedes by five years such normal retirement date to the date the employee ceases active work, or

**(2)** who has ceased active work prior to the date which precedes by five years the employee's normal retirement date but is insured on the date which precedes by five years such normal retirement date, and who in either case has five or more Years of Participation at the end of the month which precedes by five years the normal retirement date may continue only Life, Extra Accident, Survivor Income Benefit, Dependent Group Life and Optional Group Life Insurance to the normal retirement date by making the required contributions at the rate of 50¢ per month per \$1000 of Life Insurance, (other than Dependent Group Life Insurance and Optional Group Life Insurance) except that such contributions shall not be required of any such retired employee eligible for benefits under Article I, Section 2 (except 2(a)(4)) or 3 of The General Motors Canadian Hourly-Rate Employees Pension Plan. If enrolled, the employee shall contribute the full cost of any Dependent Group Life Insurance and Optional Group Life Insurance which the employee elects to continue.

##### **(b) For Employees hired prior to September 20, 2016, prior to Five Years Before Normal Retirement Date**

An insured employee who retires or is retired prior to five years before the employee's normal retirement date under the provisions of Article I, Section 2(a) (except 2(a)(4)) or (b) of The General Motors Canadian Hourly-Rate Employees Pension Plan and who was insured to the date the employee retires or was retired shall have only Life and Extra Accident Insurance continued to age 65 without any premium contribution. If enrolled, the employee shall contribute the full cost of any

Dependent Group Life Insurance and Optional Group Life Insurance which the employee elects to continue.

**(c) For Employees hired on or after September 20, 2016**

An insured Employee who retires with at least fifty-five (55) years of age and had ten (10) or more years of company seniority shall have only Life and Extra Accident Insurance continued without any premium contribution. Insurance will be reduced as provided in Article II, Section 2(b). Extra Accident Insurance shall be discontinued at age sixty-five (65). If enrolled, the Employee shall contribute the full cost of any Dependent Group Life Insurance and Optional Group Life Insurance which the Employee elects to continue.

**(d) Uninsured Employee Retiring With Benefits**

An uninsured employee retiring with benefits under any Company pension plan, retirement program (except those retiring under the General Motors Canadian Hourly-Rate Employees Pension Plan, Article I, Section 2(a)(4))or for an Employee hired on or after September 20, 2016 with at least fifty-five (55) years of age and had ten (10) or more years of company seniority, without returning to work from a layoff or leave of absence who thereby is unable to continue Life and Extra Accident Insurance in accordance with subsections (a),(b) or (c) herein, shall become insured, if the employee is then under age 65, on the first day of the month following the month in which seniority is cancelled because of such retirement for the same amount the employee could have continued at the time of retirement, subject to reduction in accordance with Article II, Section 2(b). Contributions (other than for Dependent Group Life Insurance and Optional Group Life Insurance) shall not be required of any such retired employee. If enrolled, the employee shall contribute the full cost of any Dependent Group Life Insurance and Optional Group Life Insurance which the employee elects to continue.

**(e) Conversion Privilege and Coverage After Age 65**

**(1)** If the employee does not continue Life Insurance in the manner set forth in (a), (b), (c) or (d) herein, the employee may exercise the conversion privilege described in Article IV, Section 6(a). At attainment of age 65, an employee who has continued Life and Extra Accident Insurance to that date, as set forth herein, shall have Life Insurance reduced as provided in

Article II, Section 2(b) and Extra Accident Insurance shall be discontinued.

(2) An employee separated within the ten (10) years prior to normal retirement date under the General Motors Canadian Hourly-Rate Employees Pension Plan, Article I, Section 1 who is not eligible to continue Life and Extra Accident Insurance under the provisions of subsections (a), (b) and (d) herein shall have all insurance discontinued and the employee shall be entitled to the conversion privilege as described in Article IV, Section 6(a); except that if such separation is due to total disability the employee may continue the insurance as described in Section 3 of this Article.

## **Section 5. Coverages During Union Leave of Absence**

(a) An employee who is on leave of absence under Paragraph (70) requested by the Local Union to permit the employee to work for the Local Union, for a role other than Local President or Local Financial Secretary, may continue, until the date such leave or any extension thereof ceases to be operative, all Group Insurance provided in Article II of the Program. For such insurance continued under Article II, the Union shall pay 60¢ per month per \$1,000 of Life Insurance for Life, Extra Accident and Survivor Income Benefit Insurance, \$5.00 per month for Sickness and Accident and Extended Disability Benefit Insurance. If enrolled, the employee shall contribute the full cost of Optional and Dependent Group Life Insurance that the employee elects to continue.

(b) An employee who is on leave of absence under Paragraph (70) as Local President or Local Financial Secretary, may continue, until the date such leave or any extension thereof ceases to be operative, all Group Insurance provided in Article II of the Program. For such insurance continued under Article II, the Company shall pay the full monthly premium charge for such insurance (other than Dependent Group Life Insurance and Optional Group Life Insurance) continued. If enrolled, the employee shall contribute the full cost of any Dependent Group Life Insurance and Optional Group Life Insurance which the employee elects to continue.

(c) An employee who is on leave of absence granted under Paragraph (71) of the Collective Bargaining Agreement may continue, until the date such leave or any extension thereof ceases to be operative, Life, Extra Accident, Survivor Income

Benefit, Optional and Dependent Group Life Insurance. The employee shall contribute 60¢ per month per \$1,000 of Life Insurance for Life, Extra Accident and Survivor Income Benefit Insurance, and the full cost of Optional and Dependent Group Life Insurance.

**(d)** Furthermore, such leaves of absence existing on the applicable effective date of the amended Program for any such employees will not operate to defer the effective dates of any such coverages for such employees under the Program.

## **Section 6.     Coverages Following Loss of Seniority**

The provisions of Section 8(a) of this Article to the contrary notwithstanding, if an employee loses seniority under the Collective Bargaining Agreement pursuant to:

**(a)** Paragraphs (54)(c), (54)(d), or (54)(e), all insurance provided under Article II shall cease as of the last day of the month in which seniority is lost;

**(b)** Paragraph (54)(a) or (54)(b), and if such employee is seeking to have seniority reinstated through the grievance procedure established in the Collective Bargaining Agreement, all insurance provided under Article II shall cease as of the last day of the month in which seniority is lost.

If an employee loses seniority pursuant to Paragraphs (54)(a), (54)(b), (54)(c), (54)(d) or (54)(e) of the Collective Bargaining Agreement, and if such employee is seeking to have seniority reinstated through the grievance procedure established in the Collective Bargaining Agreement, the employee's Life, Extra Accident, Survivor Income Benefit, Optional and Dependent Group Life Insurance provided in Article II of the Program, may be continued while the employee's grievance is pending beyond the periods specified in (a) or (b) herein. The employee shall contribute 50¢ per month per \$1,000 of Life Insurance for Life, Extra Accident, and Survivor Income Benefit Insurance, and the full cost of Optional and Dependent Group Life Insurance.

In the case of an employee whose grievance is withdrawn and the employee is undergoing treatment for substance abuse, such employee for the period of treatment, may continue coverage of Life, Optional and Dependent Group Life Insurance provided in Article II of the Program.

The employee shall contribute 50¢ per month per \$1,000 of Life Insurance and the full cost of Optional and Dependent Group Life Insurance.

The provisions of Section 8(a) of this Article to the contrary notwithstanding, if an employee loses seniority under the Collective Bargaining Agreement pursuant to Paragraphs (54)(a), (54)(b), (54)(c) or (54)(d), and if such employee has seniority reinstated through the grievance procedure established in the Collective Bargaining Agreement, but is unable to return to work because of disability, and is placed on a Sick Leave of Absence, for purposes of insurances provided under Article II the employee will be deemed to have returned to active work on the last regularly scheduled work day prior to the day the employee would otherwise have returned to work except for such disability.

### **Section 7. Reinstatement of Sickness and Accident Insurance During Layoff**

Sickness and Accident Insurance shall be reinstated, subject to the modifications set forth herein, for an employee insured for Life Insurance who becomes wholly and continuously disabled while on a qualifying layoff as defined in the Canadian Supplemental Unemployment Benefit Plan or who, upon responding to recall from such layoff, is found medically disabled by the plant physician, thereby preventing return to work, or is certified by the employee's physician to be unable to return to work because of disability, and who was either eligible for a Regular Benefit, or if ineligible, such ineligibility was solely because of the allocation of vacation pay as earnings, or was employed by another employer, immediately prior to becoming disabled.

The provisions of Article II, Section 6 of the Program to the contrary notwithstanding, Sickness and Accident Benefits provided hereunder shall be payable only if the employee has at least one Credit Unit under the Canadian SUB Plan with respect to each Week (as defined in the Canadian SUB Plan) for which Sickness and Accident Benefits are claimed (Credit Units shall be cancelled for each Sickness and Accident Benefit payable, in accordance with Article III, Section 4 of the Canadian SUB Plan). Such benefits shall be payable effective the later of the day following the last day for which a Regular Benefit was payable to the employee, or the first day of disability.

No Sickness and Accident Benefit provided hereunder shall be payable for any Week for which the employee would be ineligible to receive a Regular Benefit, due to the utilization of the Income Security Fund Maximum Company Liability pursuant to Article VIII, (19) of the Canadian SUB Plan.

The Sickness and Accident Benefit for any Week shall be reduced by the amount of any unemployment benefit under the Employment Insurance Act the employee receives or is eligible to receive and by any other disability benefit the employee receives for the same Week under a plan financed in whole or in part by another employer.

Except as specifically modified herein, the payment of reinstated Sickness and Accident Benefits shall be governed by the applicable provisions of the Program with respect to Sickness and Accident Insurance

#### **Section 8. Cessation of Insurance**

**(a)** If an employee quits or is discharged, all insurance shall automatically cease as of the day the employee quits or is discharged or on the date seniority is broken, if later.

**(b)** If the employee fails to make the required contributions for coverages under Article II, such coverages shall automatically cease on the date of the expiration of the last period for which such contribution was made by the employee or the Company.

**(c)** All insurance shall automatically cease upon the discontinuance of the Plan, or, if the provisions thereunder for any one of the forms of coverage in Article II are discontinued, that form of coverage shall be discontinued.

**(d)** If Sickness and Accident Insurance does not cease in accordance with subsection (a) herein, such insurance shall automatically cease on the later of the date of:

**(1)** the expiration of the maximum number of weeks for which weekly benefits are payable under this coverage on account of the employee's disability, and

**(2)** the earlier of the expiration of the employee's approved disability leave of absence, or retirement.

Sickness and Accident Insurance may be reinstated only if and when the employee returns to active work for the Company. However, in the event Sickness and Accident Benefits cease while an employee's personal physician continues to certify to total disability and the employee remains on approved disability leave of absence, Sickness and Accident Insurance shall remain in force but in no case would the duration of benefits exceed the maximum period for which benefits would have been payable at the onset of disability as set forth under Article II, Section 6(b)(1).

## ARTICLE IV

### GENERAL PROVISIONS

#### **Section 1. Amount of Insurance Depends on Base Hourly Rate**

**(a)** Amounts of Life, Extra Accident, Sickness and Accident and Extended Disability Benefit Insurance are determined by the base hourly rate on the date the employee becomes insured under the Plan.

**(b)** Base hourly rate, as used in this Article, shall not include overtime or night shift premiums or any Cost-of-Living Allowance.

**(c)** An employee retired prior to January 1, 2017 under The General Motors Canadian Hourly-Rate Employees Pension Plan, other than on disability retirement, prior to age 65 who returns to work prior to age 65 while still insured, shall have insurance determined on the employee's base hourly rate on the date the employee returns to work, but in no event shall the amount of the employee's Life and Extra Accident Insurance be less than the employee had prior to retirement.

**(d)** An employee retired prior to January 1, 2017 under The General Motors Canadian Hourly-Rate Employees Pension Plan who is reemployed by the Company after age 65 shall have the same Life Insurance as if the employee had not returned to active service. In addition, Extra Accident and Sickness and Accident Insurance shall be reinstated for this period of active service.

**(e)** An employee retired on or after January 1, 2017 under The General Motors Canadian Hourly-Rate Employees Pension Plan, who is reemployed by the Company shall have the same Life Insurance as if the employee had not returned to active service. In addition, Extra Accident and Sickness and Accident Insurance shall be reinstated for this period of active service.

#### **Section 2. Amount of Insurance Subsequent to Becoming Insured Under the Plan**

**(a)** Subsequent to the date an employee becomes insured under the Plan the amount of insurance for which the employee is insured shall be based on the employee's current base hourly

rate, except that if the employee is not actively at work on the date when the amount of insurance would change, the employee shall be insured for such changed amount when the employee returns to work. No change in amount of Life Insurance because of changes in pay rate shall become effective after the employee attains age 65.

**(b)** Changes in amount of insurance due to transfers from salaried to hourly payrolls shall become effective on the date of transfer, provided the employee is then actively at work. If the employee is not actively at work on such date, the change will be effective on the date of the employee's return to work.

**(c)** Irrespective of the foregoing, in the event of death or total disability, if an employee's base hourly rate on the January 1, April 1, July 1, or October 1 immediately preceding the employee's last day worked would entitle the employee to larger amounts of insurance than those which were in effect on the date of death or total disability, payment of benefits shall be on the basis of such larger amounts; provided, however, this subsection shall not apply to the Life and Extra Accident Insurance of an employee age 65 or over.

**(d)** An employee who returns from an occupational disability absence and because of a continuing physical limitation connected with such occupational disability is placed on a job paying a lower base hourly rate than the job held immediately prior to the employee's disability absence, will have amounts of Life, Extra Accident, Sickness and Accident, and Extended Disability Benefit Insurance determined in accordance with the higher base hourly rate of the employee's former job, as determined by the Schedules of Benefits in Article II, Sections 1 and 5, for as long as the employee receives payments under any applicable Workers' Compensation Law in reimbursement for the loss in pay occasioned by such physical limitation.

### **Section 3. Deleted – 2012 Negotiations**

### **Section 4. Recovery of Benefit Overpayments**

**(a)** If it is determined that any benefit(s) paid to an employee under Article II should not have been paid or should have been paid in a lesser amount, written notice thereof shall be given to such employee and the employee shall repay the amount of the overpayment to the insurance company.

**(b)** If the employee fails to repay such amount of overpayment promptly, the insurance company shall arrange to recover the amount of the overpayment by making an appropriate deduction or deductions from any future benefit payment or payments payable to the employee under Article II, or may request the Company to make appropriate deduction or deductions from future compensation payable by the Company to the employee.

### **Section 5. Recovery of Disability Benefit Advances**

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

### **Section 6. Conversion Privilege**

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

**(1)** the date Life Insurance ceases in accordance with Article III, Section 8(a), or

**(2)** the date of the cessation of the payment of instalments pursuant to Article II, Section 11(d)(3), provided the employee does not return to active work and provided the employee's Life Insurance is not reinstated under Article II, the employee shall be entitled to have issued by the insurance company, without evidence of insurability, an individual policy of Life Insurance only, without Disability or Extra Accident Insurance. Such individual policy shall be upon one of the forms then customarily issued by the insurance company, and will provide an individual policy of: (a) term insurance for a period of one year; or (b) term insurance to age 65; or (c) life insurance under any regular plan then being issued by the insurance company, and the premium for such individual policy shall be the premium applicable to the class of risk to which the employee belongs and to the form and amount of the individual

policy at the employee's attained age at the date of issue of such individual policy. The amount of such individual policy shall be equal to (or at the option of the employee less than) the amount of the employee's Life Insurance or death benefit under the Plan on whichever of the dates specified in items (1) and (2) herein is applicable.

For an employee who is insured for Survivor Income Benefit Insurance on the date of cancellation of Life Insurance, the amount of such individual policy may at the option of the employee be increased by an amount not to exceed the total amount of monthly Survivor Income Benefit payments that would have been made if the employee had died on the date insurance ceased.

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

## **Section 7. Subrogation**

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

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

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

## **ARTICLE V**

### **DEFINITIONS**

#### **Section 1. Employee**

**(a)** Any person regularly employed by the Company in Canada on an hourly-rate basis, including:

**(1)** hourly-rate persons employed on a full-time basis;

**(2)** students from educational institutions who are enrolled in cooperative training courses on hourly rate;

**(b)** The term "employee" shall not include employees represented by a labour organization which has not signed an agreement making the Program applicable to such employees.

#### **Section 2. Years of Participation**

**(a)** For service subsequent to September 1, 1950 and prior to October 1, 1975, Years of Participation shall be the total duration of all periods after September 1, 1950, during which the employee is insured for Life Insurance whether or not the employee's service is continuous for such periods, plus any time spent by the employee on military leave, plus any period during which the employee received Total and Permanent Disability Benefits under the Program. After September 1, 1950 and prior to October 1, 1975, any employee who is not insured for Life Insurance under Article II for the whole of a period in excess of 24 consecutive months shall lose Years of Participation for any period prior to a subsequent resumption of coverage, except that there shall be no loss of Years of Participation while the employee's seniority remains unbroken.

**(b)** Notwithstanding the definition of Years of Participation in subsection (a) above, prior to October 1, 1975, in the case of any employee under age 65 whose years of credited service accrued prior to the end of the month in which the employee attains age 65 under The General Motors Canadian Hourly-Rate Employees Pension Plan exceeds the employee's Years of Participation under the Program, such credited service shall be

used for the purposes of such subsection (a) in lieu of Years of Participation.

**(c)** For an employee at work on and after October 1, 1975, and hired prior to September 20, 2016, Years of Participation shall be the sum of

**(1)** the greater of the employee's Years of Participation or credited service accrued under The General Motors Canadian Hourly-Rate Employees Pension Plan as of September 30, 1975, plus

**(2)** the employee's credited service accrued under such Plan on and after October 1, 1975, plus, for an employee at work on or after September 17, 1979 who continues to work beyond age 68,

**(3)** the greater of the total duration of all periods during which the employee is insured for Life Insurance subsequent to the month the employee attains age 68, and prior to the date seniority is broken, or credited service accrued under The General Motors Canadian Hourly-Rate Employees Pension Plan after age 67, if any.

**(d)** For an employee hired on or after September 20, 2016, Years of Participation shall be the total duration of all periods the employee is insured for Life Insurance, as per the rules defined under Article III.

### **Section 3. Company**

The term "Company" shall mean a particular directly or indirectly owned Canadian Subsidiary Company of General Motors Company which has determined to participate in the Program.

### **Section 4. Seniority**

Seniority as used in this Program is whichever of the following periods is applicable to the employee:

**(a)** If the employee is represented under a Collective Bargaining Agreement, seniority for the purposes of this Program shall be the same as seniority as defined in such Agreement.

**(b)** In the case of each non-represented employee, seniority for the purposes of this Program shall be the employee's unbroken service as defined by rules established by the Company.

### **Section 5. Plan**

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

### **Section 6. Carrier**

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

### **Section 7. Surviving Spouse**

The term "Surviving Spouse" shall mean:

**(a)** the person to whom the Employee is legally married prior to the Employee's death, if not living separate and apart, or

**(b)** on or after December 13, 1976 a person of the opposite sex who had been cohabiting and residing with the Employee at the time of the Employee's death, or on or after October 25, 1999 a person of the same sex who had been residing with the Employee in a conjugal relationship, for an immediately preceding continuous period of at least one year, and who had been publicly represented by the Employee as the Employee's spouse, or

**(c)** the person in (a) above that is living separate and apart if there is no person eligible under (b) above.

**MISCELLANEOUS  
GROUP LIFE AND DISABILITY  
INSURANCE PROGRAM  
DOCUMENTS**

**INSURANCE ITEMS AGREED TO**

1. There shall be appointed at each plant covered by the terms of the Master Agreement between the parties dated October 10, 2023, a local union insurance representative and a local management insurance representative. Each such representative shall have an alternate. One additional local union insurance representative may be provided at locations having 10,000 or more employees at work on the effective date of the Master Agreement covering such employees. Any union insurance representative and alternate shall be appointed by the local union.
2. In the event the local union insurance representative is absent, the alternate may perform the duties of such representative but the total time spent by the local union insurance representative and the alternate when combined may not exceed eight hours of available time in a day.
3. The individual appointed by the local union as the local union insurance representative or alternate shall be an employee of the Company, having at least one year of seniority, and working at the plant where, and at the time when, the individual is to serve as such representative.
4. Management or the local union at any time may remove any local insurance representative or alternate appointed by it and may appoint a representative or alternate to fill any vacancy.
5. The names of the local union insurance representative and alternate member shall be given in writing by the National Union Unifor Representative to the Director of Personnel or designated representative. No such representative or such alternate shall function as such until such written notice has been given.
6. The names of the local management representative and alternate local management representative shall be given in writing by the Director of Personnel or designated representative to the National Union Unifor Representative.

**7.** The local union insurance representative shall, after reporting to the Supervisor, be granted permission to leave work during regular working hours without loss of pay:

**a.** to attend meetings with the local management representative and,

**b.** to confer with an employee, retiree, or beneficiary, who requests the representative's presence in order to give the local union insurance representative necessary information with respect to a problem regarding a denied claim, lack of coverage, a suspended claim, insufficient payment of a claim, a delayed claim, or an anticipated claim, with the understanding that the time will be devoted to the prompt handling of insurance matters that may be properly appealed under the procedure.

**8.** Meetings of the local union representative and the local management representative with respect to matters covered by the Procedure for Review of Denied Claims shall be arranged by mutual agreement.

**9.** Consistent with the purpose of the procedure a rule of reason should be applied in determining whether an employee should be excused from the job in order to confer with the local union insurance representative. 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 a discussion between the employee and the local union insurance representative is entirely practical without the necessity for 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 the employee's insurance problem as set forth in 7.b., herein, with the local union insurance representative. A suitable place in which to discuss such problems also should be permitted a retiree or beneficiary. This shall not interfere with any local practice which is mutually satisfactory.

**10.** At the request of an employee, retiree, or survivor, the local union insurance representative shall, after reporting to the

Supervisor, be granted permission to leave work during regular working hours without loss of pay to be present at a plant meeting, if any, when the employee or survivor is filing a claim under the General Motors Canadian Group Life and Disability Insurance Program for Hourly-Rate Employees for Extended Disability Benefits, Total And Permanent Disability Insurance Benefits or Survivor Income Benefits with the plant management insurance representative.

**11.** Notwithstanding the provisions of Exhibit A, Section 3(c) of The General Motors Canadian Hourly-Rate Employees Pension Plan, Insurance Items Agreed To of The General Motors Canadian Group Life and Disability Insurance Program For Hourly-Rate Employees, Insurance Items Agreed To of The General Motors Canadian Health Care Insurance Program For Hourly-Rate Employees, Articles IV and V of the Canadian Supplemental Unemployment Benefit Plan, and the Items Agreed To by GM-Unifor SUB 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 1,500 but less than 3,000 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 1,500 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 eight (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.

**12.** 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, and Health Care Insurance agreements.

**(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 SUB 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.

## **PROCEDURE FOR REVIEW OF DENIED CLAIMS**

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

### **Group Life and Disability Claims denied by the Sun Life**

**Step 1.** Following receipt of the formal notification letter from Sun Life by which the employee (or beneficiary, following the death of the employee) is advised of the reasons for the denial of claim for benefits, the employee (or beneficiary) may request the representative, which the local union has designated to discuss insurance matters, to review the reasons for the denial with the local management representative.

**Step 2.** The local management representative will review the employee's (or beneficiary's) claim with the local union representative. If needed, more details with respect to the reasons for the denial will be obtained from Sun Life by the local management representative and, if appropriate, the local management representative will advise what, if anything, the employee (or beneficiary) can do to support the claim for payment of benefits. At this meeting, there will be furnished to the local union representative copies of all of the material pertinent to the claim which Sun Life has made available for examination.

**Step 3.** If, after discussion with the local management representative, the local union representative contests the position of Sun Life, the local union representative may refer the claim, using a request for review form provided by the Company, to a representative designated by Sun Life for the purpose of review and possible resolution. Both the local union and management representatives will have an opportunity to set forth their respective positions on the request for review form to be forwarded with the claim.

Upon receipt of the claim, the Sun Life representative will promptly review the claim and conduct any investigation deemed necessary to obtain information relevant to the claim.

Such investigation may include, but is not limited to, discussion with the local union or management representative, discussion

or letters from physicians, or other persons having information pertinent to the claim. Upon completion of the review, the Sun Life representative will verbally advise the local union and management representatives of the decision on the claim. Such verbal decision will be supported by a prompt written decision from the Sun Life representative.

**Step 4.** If, after discussion with the local management representative, or after review by the Sun Life representative, the local union representative continues to contest the position of Sun Life the local union representative may refer the claim on an appeal form provided for that purpose to the National Union Unifor for review with the Company. A copy of such appeal form shall be presented to the local management representative.

**Step 5.** The National Union Unifor will notify the Company of its intent to review a claim on a Step 5 appeal form provided for such purpose. The Company will request a review by Sun Life and will attempt to resolve the claim with the National Union Unifor by providing a written answer with respect to Sun Life's determination on such form.

**Step 6.** If the Company and the National Union Unifor are unable to resolve their differences, the Company upon written request of the National Union Unifor, will request a review by a mutually agreed upon independent third party. Such request to the independent third party will be in writing and will incorporate the Union's position.

**Step 7.** The third party will report to the National Union Unifor and to the Company its action as the result of such review. The results of this report will be final and binding on the Company, the Union, the employee and the insurance carrier.

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

Information regarding any undue delay in the issuance of a Sickness and Accident Benefit payment, in the release of a determination by Sun Life with respect to a suspended claim, lack of coverage, insufficient payment of a claim, or an anticipated claim, may be requested by the local union representative in the same manner as set forth in Steps 1 and 2 of the procedure outlined herein. In such instances, the local

management representative shall expedite either the benefit payment or the Sun Life determination, or shall provide the requested information with respect to lack of coverage, insufficient payment of a claim, or an anticipated claim. Any such issue which cannot be resolved locally may be appealed as set forth in Step 5 of the procedure outlined herein.

## STATEMENT OF INTENT

As discussed during these negotiations General Motors of Canada Company will implement the following procedures:

1. The plant claims administrator may authorize payment of Sickness and Accident benefits on a claim previously denied by the Insurance Company if the claimant submits medical evidence which, in the judgment of the Claims Administrator, would be satisfactory to support payment of the claim.
2. Sickness and Accident benefits payable after the 7th day of disability involving an alleged accident shall not be delayed pending a determination by the Insurance Company as to whether benefits are payable for all or part of the first 7 days of disability.
3. The Company will encourage medical examiners to discuss their findings concerning a claimant's disability with the attending physician if there is a question as to the employee's ability to return to work.
4. For purposes of insurance provided under Article II, of Exhibit B-1 to the Supplemental Agreement (General Motors Canadian Group Life and Disability Insurance Program) between the Parties dated October 10, 2023, and the Company contributions for such insurance, an employee who is on an approved vacation in accordance with the provisions of the Collective Bargaining Agreement between the Company and the Union dated October 10, 2023, will be considered to be in active service with earnings from the Company while on such vacation.
5. The Company will advise Sun Life that an employee, who is confined in a legally constituted hospital for a period of at least eighteen hours but not as a registered bed patient, or who is confined in a residential substance abuse treatment facility approved by the Company Medical Director, will be deemed a registered bed patient in such hospital for purposes of Article II, Section 6(b)(2) of Exhibit B-1 to the Supplemental Agreement (General Motors Canadian Group Life and Disability Insurance Program) between the Parties dated October 10, 2023.
6. Subject to the completion of a Reimbursement Agreement form provided by the Company, General Motors Disability Advances shall be paid with respect to all claims for

Sickness and Accident benefits involving an alleged work-related injury if medical evidence of total and continuous disability, satisfactory to the Insurance Company, is submitted. Such payments shall cease if the Insurance Company subsequently finds that the claimant is not eligible for Sickness and Accident benefits.

## **Adjusted Seniority Letter**

Lana Payne  
National President, Unifor  
115 Gordon Baker Road  
Toronto, Ontario

Dear Ms. Payne:

During these negotiations, the parties agreed that, provisions of the Master Agreement between the parties dated October 10, 2023 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 the current Master Agreement, but more than 24 months following the employee's last day worked, and who reacquires seniority and receives an adjusted seniority date upon completion of the probationary period, will have eligibility for coverages and the amount and type of coverages provided under the Group Life and Disability Insurance Program determined on the basis of such adjusted seniority date, but the effective date of such coverages shall be no earlier than the date on which the employee is actively at work after completing the probationary period.

For the purpose of determining the effective date of coverages for an employee who had acquired seniority during the term of either the 1979 or subsequent Master Agreement, the eligibility provisions of either the 1979, 1982, 1984, 1987, 1990, 1993, 1996, 1999, 2002, 2005, 2008, 2009, 2012, 2016 or the 2020 Insurance Program, respectively, rather than the 2023 Group Life and Disability Insurance Program, will apply.

For the purpose of determining eligibility for Group Life, Extra Accident, Survivor Income Benefit, Sickness and Accident and Extended Disability Benefit Insurance, an employee's adjusted seniority date shall be deemed to be the employee's most recent date of hire.

Except as specifically modified herein, the applicable provisions of the Group Life and Disability Insurance Program shall govern.

Yours truly,

Ritu Chatterjee

General Director Labour Relations, Human Resources

Accepted and Approved:

Unifor

By: Lana Payne,

National President, Unifor

## **Total and Permanent Disability Letter**

Lana Payne  
National President, Unifor  
115 Gordon Baker Road  
Toronto, Ontario

Dear Ms. Payne:

This will confirm the parties understanding that notwithstanding the provisions of Article II, Section 7, and Article II, Section 11 of the Plan, any employee who becomes disabled under The General Motors Hourly Group Life and Disability Insurance Program prior to September 17, 2008 and who remains so disabled as of September 17, 2008, will continue to be eligible to receive total and permanent disability benefits in accordance with The General Motors Hourly Group Life and Disability Insurance Program in effect at the commencement of the employee's disability. Such eligibility is conditional on the employee being approved for a Total and Permanent Disability or Occupational Disability Retirement under the provisions of Article I, Section 3, of the General Motors Canadian Hourly-Rate Employees Pension Plan.

Yours truly,

Ritu Chatterjee  
General Director Labour Relations, Human Resources

Accepted and Approved:

Unifor

By: Lana Payne,  
National President, Unifor

## **Extended Disability Special Payment**

Lana Payne  
National President, Unifor  
115 Gordon Baker Road  
Toronto, Ontario

Dear Ms. Payne:

During these current negotiations the Union has expressed concern over the income of certain disabled employees.

The Company has agreed to review the current total monthly income of certain disabled employees who are receiving Extended Disability Benefits. The review will include a determination of the total gross monthly income which will include any General Motors Pension Benefit, Extended Disability Benefit, CPP/QPP Benefits and any Workers' Compensation Benefits received.

The Company agrees to pay to the employee the difference between the total of these benefits and \$1800 per month. This amount, the Extended Disability Special Payment, will be effective beginning January 1, 2003 and will be made from the Extended Disability Benefit Plan. This Payment will continue as long as the employee is entitled to Extended Disability Benefits.

It is further understood that an employee eligible for this Payment will be required to provide either a copy of a current CPP/QPP cheque statement or a signed Authorization to Communicate Information form by July 1, 2003.

Failure to provide this documentation will cause the Payment to be discontinued and any overpayment will be recovered.

Commencing the first pay period on or after May 31, 2026, for the term of the agreement, the total of the Extended Disability Special Payment and the net monthly Extended Disability Benefit will be indexed in the same manner as outlined in Article II, Section 7(b)(7) for employees who were eligible for COLA prior to the first day of their disability.

Yours truly,

Ritu Chatterjee  
General Director Labour Relations, Human Resources

Accepted and Approved:

Unifor

By: Lana Payne,  
National President, Unifor

## **Union Reports**

Lana Payne  
National President, Unifor  
115 Gordon Baker Road  
Toronto, Ontario

Dear Ms. Payne:

During negotiations the parties discussed the information furnished by the insurance company to the Union with respect to coverages provided under Article II of the Program in the 1993 agreement.

It was felt by the parties that the information provided was not required in its current format or frequency.

Therefore, the parties agreed that the insurance carrier shall provide information and data as may be mutually agreed upon by the parties upon a request from the National Union Unifor.

Yours truly,

Ritu Chatterjee  
General Director Labour Relations, Human Resources

Accepted and Approved:

Unifor

By: Lana Payne,  
National President, Unifor

## **Insurance Schedules**

Lana Payne  
National President, Unifor  
115 Gordon Baker Road  
Toronto, Ontario

Dear Ms. Payne:

During negotiations the parties agreed to establish a separate schedule for Skilled Trades employees under Sections 1 and 5 of Article II.

The parties discussed that there may be hourly employees, other than Skilled Trades, who attain the maximum amounts of their schedules, who would in prior agreements have been eligible for the higher amounts now only available in the Skilled Trades employees schedules.

It was agreed by the parties that hourly employees, other than Skilled Trades, will be eligible to have their benefits under Sections 1 and 5 of Article II, determined by the Skilled Trades schedule, if their Base Hourly Rate reaches an applicable rate.

Yours truly,

Ritu Chatterjee  
General Director Labour Relations, Human Resources

Accepted and Approved:

Unifor

By: Lana Payne,  
National President, Unifor

## **Women's Abuse Shelter**

Lana Payne  
National President, Unifor  
115 Gordon Baker Road  
Toronto, Ontario

Dear Ms. Payne:

During these negotiations, the parties agreed that Sickness and Accident Benefits would be paid from the first day a female employee seeks sanctuary at a Women's Abuse Shelter and otherwise qualifies for Sickness and Accident Benefits.

Yours truly,

Ritu Chatterjee  
General Director Labour Relations, Human Resources

Accepted and Approved:

Unifor

By: Lana Payne,  
National President, Unifor

**Premium Reduction  
Optional and Dependent Group Life Insurance**

Lana Payne  
National President, Unifor  
115 Gordon Baker Road  
Toronto, Ontario

Dear Ms. Payne:

During the 2008 negotiations, the parties agreed to a 10% premium reduction for each of the Optional and Dependent Group Life Insurance. This premium reduction is reflected in the contribution schedule provided in Article II, Section 9(e) and 10(d) herein.

It was agreed that the premium reduction would commence for January 2009 coverages.

Yours truly,

Ritu Chatterjee  
General Director Labour Relations, Human Resources

Accepted and Approved:

Unifor

By: Lana Payne,  
National President, Unifor

## Extended Disability Benefit Plan Letter

Lana Payne  
National President, Unifor  
115 Gordon Baker Road  
Toronto, Ontario

Dear Ms. Payne:

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

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

Yours truly,

Ritu Chatterjee  
General Director Labour Relations, Human Resources

Accepted and Approved:

Unifor  
By: Lana Payne,  
National President, Unifor



# **Supplemental Agreement**

**Covering**

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

**SUB  
Exhibit C**

**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: October 10, 2023  
(Effective date: September 24, 2023)**



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**EXHIBIT C**

**2023**

**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

October 10, 2023

(Effective: September 24, 2023)

## **EXHIBIT C**

**2023**

### **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 2020 Canadian Supplemental Unemployment Benefit Plan, the 2020 Canadian Separation Payment Plan, and the 2020 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 November 5, 2020 shall be amended effective as of September 24, 2023 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 2020 Canadian Supplemental Unemployment Benefit Plan, the 2020 Canadian Separation Payment Plan, and the 2020 Canadian Automatic Short Week Benefit Plan which were attached as Exhibits C-1, C-2, and C-3 to the 2020 Supplemental Agreement (Exhibit C) between the parties dated November 5, 2020 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 24, 2023. Benefits or Separation Payments paid or payable (or denied) under such 2020 Plans for Weeks commencing on or after September 24, 2023 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 24, 2023, or in Separation Payments paid prior to September 24, 2023.

## **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 20, 2026. 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, 115 Gordon Baker Road, Toronto, 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 2020 Canadian Supplemental Unemployment Benefit Plan, the 2020 Canadian Separation Payment Plan and the 2020 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 24, 2023 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**

L. PAYNE  
L. POIRIER  
S. WARK  
D. CHIODO  
A. DICARO  
S. KAKAN  
L. CONTINI

**General Motors  
of Canada Company**

R. CHATTERJEE  
J. MCPHERSON  
N. JOHNSON  
D. COURTNEY  
R. WARLICH  
S. RUDDACH  
M. WEIGEL  
C. RADTKE  
K. BIDGOOD

**Unifor**

**General Motors  
of Canada Company**

**Local No. 222, Unifor**

J. GALE  
C. WAUGH  
B. TORKE  
B. NICHOLLS  
S. PEARCE  
J. GRAY

C. THOMSON  
J. BOODRAM  
V. BONE

**Local No. 199, Unifor**

T. LONGPRE  
T. VERDE  
S. LITTLE  
J. LENNOX  
S. KUCZMA

G. COPLAND  
J. BESCH

**Local No. 636, Unifor**

C. WARNOCK

R. VAN SLYKE

**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 October 10, 2023, 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 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 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 Employment and Social Development Canada, it would be contrary to the intent of the Plan and Employment 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;

(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;

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(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 Workplace Safety and Insurance Board loss of earnings 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 of a qualifying layoff beginning on or after September 24, 2023, shall be an amount which when added to the Employee's Employment Insurance Benefit and Other Compensation, will equal 70% of Weekly Straight-Time Pay.

**(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 Employment 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 Workplace Safety and Insurance 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 Workplace Safety and Insurance Board loss of earnings benefit while working full time and a higher Workplace Safety and Insurance Board loss of earnings benefit while on layoff from the Company, only the amount by which the Workplace Safety and Insurance Board loss of earnings 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. Deleted – 2023 Negotiations**

### **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 \$150 per week for an Employee at the full rate of their

classification and \$125 per week for an Employee in-progression 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 \$150 per week for an Employee at the full rate of their classification and \$125 per week for an Employee in-progression from any one (1) Regular Benefit except in cases of fraud or willful 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 \$150 per week for an Employee at the full rate of their classification and \$125 per week for an Employee in-progression from any one (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. Credit Units**

**(a)** Credit Units shall be credited to an Employee at the beginning of each period of layoff.

**(b)** 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:

<b>For Employees Hired Prior to June 8, 2009</b>		
<b>Years of Seniority</b>		<b>Maximum number of Credit Units</b>
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

<b>For Employees Hired on or After October 1, 2012</b>		
<b>Years of Seniority</b>		<b>Maximum number of Credit Units</b>
<u>1* but less than 3</u>		<u>36 or EI regional max**</u>
<u>3 but less than 7</u>		<u>52</u>
<u>7 but less than 8</u>		<u>56</u>
<u>8 but less than 9</u>		<u>60</u>
<u>9 but less than 10</u>		<u>64</u>
10 but less than 20		78
More than 20		104

\* Only applicable to qualifying layoffs commencing after September 24, 2023.

\*\* EI Regional max as determined by Employment and Social Development Canada

Any Employee who has at any time, in the aggregate, the applicable maximum of Credit Units under this Plan (in more than 1 (one) 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 shall be credited with any Credit Units until the day such Employee:

**(1)** has at least one (1) Years of Seniority, (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); and

**(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 Workplace Safety and Insurance Board loss of earnings benefit 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 one (1) Year of Seniority.

**(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 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 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)(i) of this Section 3 and subsequently reacquires Seniority in the same Bargaining Unit pursuant to such time for time provisions; the Credit Units credited shall again be credited to the Employee as of the date Seniority is reinstated;

**(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 one (1) or more Years of Seniority 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 one (1) or more Years of Seniority 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 (1) year from the Employee's date of hire at the Plant 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 September 24, 2023)**

##### **If the ASL Utilization**

**Percentage  
applicable to the  
Week for which a  
Benefit is paid:**

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

	<b>1 to 5 Years</b>	<b>5 Years and Over</b>
	<b>The Credit Units to be cancelled shall be*</b>	
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

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

(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 one (1) Year of Seniority 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.      Deleted – 2023 Negotiations**

## **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 six (6) members, three (3) of whom shall be appointed by the Company (hereinafter referred to as the Company members) and three (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 three (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 (two) Union members and two (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 three (3) votes and the Union members shall have a total of three (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 one (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 two (2) members designated by the Company members of the Board and two (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 one (1) additional Employee, who qualifies under (ii) above, as an alternate Local Committee member to serve during temporary specified periods when one (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 one (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 one (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**

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**

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), 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
2023	80¢	86¢	92¢
2024	80¢	86¢	92¢
2025	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 one (1) or more specified Bargaining Units at any time during the (thirteen) (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 at the beginning of a qualifying layoff period and are cancelled at specified rates for the payment of certain Regular Benefits;

**(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;

**(15) “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;

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

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

**(18) “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 2023 Master Agreement; and

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

**(19) “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;

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

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

**(22) “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;

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

**(24) “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;

**(25) “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 two (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 six (6) Weeks immediately following the start of a new model run in the Employee's department but not to exceed one (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 forty (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;

**(26) “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;

**(27) "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;

**(28) "Short Work Week"** means a Work Week during which an Employee has less than forty (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 forty (40) or more Compensated or Available Hours;

**(29) "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;

**(30) "Trustee"** means the trustee or trustees of the Fund established under the Plan;

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

**(32) “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 70% of the Employee's Weekly Straight-Time Pay;

**(33) “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 Sunday at the regular starting time of the shift to which the Employee is assigned, or was last assigned immediately prior to being laid off.

**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 one (1) or more Years of Seniority (three (3) or more Years of Seniority if hired on or after June 8, 2009 and prior to October 1, 2012; six (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 28, 2020, 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 one (1) Year of  
Seniority (three (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 one (1) Year of Seniority  
(three (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 28, 2020, 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 \$150 per week for an Employee at the full rate of their classification and \$125 per week for an Employee in-progression 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 willful 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 willful 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 \$150 per week for an Employee at the full rate of their classification and \$125 per week for an Employee in-

progression from any 1 pay cheque except in cases of fraud or willful 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 willful 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 one (1) or more Years of Seniority (three (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.

Ms. Lana Payne  
National President, Unifor  
115 Gordon Baker Road,  
Toronto, Ontario

Dear Ms. Payne

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 truly,

Ritu Chatterjee

General Director Labour Relations, Human Resources

Accepted and Approved:

Unifor

By: Lana Payne,  
National President, Unifor

Ms. Lana Payne  
National President, Unifor  
115 Gordon Baker Road,  
Toronto, Ontario

Dear Ms. Payne:

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 Workplace Safety and Insurance Act 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 Workplace and Safety and Insurance Act 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 truly,

Ritu Chatterjee  
General Director Labour Relations, Human Resources

Accepted and Approved:

Unifor

By: Lana Payne,  
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.

Ms. Lana Payne  
National President, Unifor  
115 Gordon Baker Road  
Toronto, Ontario

Dear Ms. Payne:

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 truly,

Ritu Chatterjee  
General Director Labour Relations, Human Resources

Accepted and Approved:

Unifor

By: Lana Payne,  
National President, Unifor

Ms. Lana Payne  
National President, Unifor  
115 Gordon Baker Road  
Toronto, Ontario

Dear Ms. Payne:

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 truly,

Ritu Chatterjee  
General Director Labour Relations, Human Resources

Accepted and Approved:

Unifor

By: Lana Payne,  
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**

N. JOHNSON  
C. MARVEN  
N. LEGACE

**Union Members**

L. CONTINI  
D. CHIODO  
J. GALE

(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. 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:

<b>Employment In Plant</b>	<b>SUB Representation</b>
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 Employment 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 Employment 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. Deleted – 2023 Negotiations**

**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. Deleted – 2023 Negotiations**

### **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 28, 2020, 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 \$60,000 (\$70,000 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. This leave 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.
- (e)** An Employee who is in receipt of Employment Insurance (EI) Benefits shall be paid Family Medical Leave Allowance equivalent to an amount that when added to EI benefits will equal sixty-five (65%) of Weekly Straight Time Pay provided an employee has been in Active Service in the Bargaining Unit within one (1) year of the commencement of their Family Medical Leave. The duration of this allowance will not exceed twenty-six (26) weeks. Family Medical Leave Allowance will cease if the Employee ceases to qualify for EI benefits.

### **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.
- (d) An Employee who is in receipt of EI Benefits shall be paid Critically Ill Child Care Allowance equivalent to an amount that when added to EI benefits will equal sixty-five (65%) of Weekly Straight Time Pay provided an employee has been in Active Service in the Bargaining Unit within one (1) year of the commencement of their Critically Ill Child Care Leave. The duration of this allowance will not exceed thirty-seven (37) weeks. Payment of this allowance will cease if the Employee ceases to qualify for EI benefits.

**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.

Msr. Lana Payne,  
National President, Unifor  
115 Gordon Baker Road  
Toronto, Ontario

Dear Ms. Payne:

During the current negotiations, effective September 24, 2023, 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.

Yours truly,

Ritu Chatterjee  
General Director Labour Relations, Human Resources

Accepted and Approved:

Unifor

By: Lana Payne,  
National President, Unifor

## **Discontinuance of Repayment of Employment Insurance Benefits**

Ms. Lana Payne,  
National President, Unifor  
115 Gordon Baker Road  
Toronto, Ontario

Dear Ms. Payne:

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.

Yours truly,

Ritu Chatterjee  
General Director Labour Relations, Human Resources

Accepted and Approved:

Unifor

By: Lana Payne,  
National President, Unifor

## **SUB Advances – Electronic Record of Employment**

Ms. Lana Payne  
President National Union CAW  
115 Gordon Baker Road  
Toronto, Ontario

Dear Ms. Payne:

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,

Ritu Chatterjee  
General Director Labour Relations, Human Resources

Accepted and Approved:

Unifor

By: Lana Payne,  
National President, Unifor



# **Supplemental Agreement**

**Covering**

**INCOME MAINTENANCE  
BENEFIT PLAN  
AND  
VOLUNTARY TERMINATION  
OF EMPLOYMENT PLAN**

**Exhibit D**

**to**

**AGREEMENT**

**Between**

**GENERAL MOTORS OF CANADA COMPANY**

**AND**

**UNIFOR AND**

**UNIFOR LOCAL No. 199**

**UNIFOR LOCAL No. 222**

**UNIFOR LOCAL No. 636**

**Dated: October 10, 2023  
(Effective date: September 24, 2023)**

**IMP  
Exhibit D**



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**2023**

**SUPPLEMENTAL AGREEMENT**

**EXHIBIT D**

**SUPPLEMENTAL**

**AGREEMENT**

Covering

Income Maintenance Benefit Plan

(Exhibit D-1)

and

Voluntary Termination of Employment Plan

(Exhibit D-2)

## **INCOME MAINTENANCE BENEFIT PLAN**

### **EXHIBIT D**

#### **2023 SUPPLEMENTAL AGREEMENT**

On this October 10, 2023, General Motors of Canada Company, hereinafter referred to as the Company, and Unifor Local No. 222; Unifor Local No. 199; and Unifor Local No. 636, and Unifor said Local Unions and National Union Unifor hereinafter referred to jointly as Union, on behalf of the employees covered by the Collective Bargaining Agreement of which this Supplemental Agreement becomes a part, agree as follows:

#### **Section 1. Establishment of the Plans**

**(a)** This Agreement covering the Income Maintenance Benefit Plan (Exhibit D-1), and the Voluntary Termination of Employment Plan (Exhibit D-2), 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 Income Maintenance Benefit Plan and the Voluntary Termination of Employment Plan, which are attached as Exhibits D-1 and D-2 to this Supplemental Agreement (Exhibit D) between the parties dated October 10, 2023, will be established as set forth in Exhibits D-1 and D-2 attached hereto, effective as of September 24, 2023 except as otherwise specified in this Agreement and the Plans and maintained by the Company 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 D-1 and D-2.

The definitions of Section 19 of Exhibit D-1 are applicable to this Agreement as if fully set forth herein.

#### **Section 2. Termination of the Plans Prior to Expiration Date**

In the event the Income Maintenance Benefit Plan shall not become effective by reason of Section 5 of this Agreement or if the rulings described in Section 5 shall be revoked or modified in such manner so as to no longer be satisfactory to the Company, notice of such event shall be provided to the Union

within five (5) working days, and all obligations of the Company under this Agreement and the Income Maintenance Benefit Plan and the Voluntary Termination of Employment Plan shall cease and the Plans shall thereupon terminate and be of no further effect.

Thereafter the parties shall negotiate for a period of sixty (60) days, or a mutually satisfactory longer period, from the date of notice to the Union of receipt of such unfavourable rulings, with respect to adopting a program adhering as closely as possible to the language and intent of the provisions outlined in Exhibit D-1 for which favourable rulings may be obtained.

### **Section 3. Obligations During Term of this Agreement**

During the term of this Agreement, neither the Company nor the Union shall request any change in, deletion from, or addition to the Income Maintenance Benefit Plan or the Voluntary Termination of Employment 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 object 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 for the duration of the Agreement, thereafter 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 under this Section shall not have the effect of automatically terminating the Income Maintenance Benefit Plan or the Voluntary Termination of Employment Plan which shall

continue only for eligible Employees laid off during the term of the current Collective Bargaining Agreement.

Any notice under this Section shall be in writing and shall be sufficient to the Union if it is sent by mail addressed to the National President, Unifor, 115 Gordon Baker Road, Toronto, Ontario, or to such other address as the Union shall furnish to the Company in writing; and to the Company if it is sent to the President of General Motors of Canada Company, 500 Wentworth St. West, Oshawa, Ontario, or to such other address as the Company shall furnish to the Union, in writing.

## **Section 5. Governmental Rulings**

**(a)** This Agreement and the Income Maintenance Benefit Plan and the Voluntary Termination of Employment Plan incorporated in Exhibits D-1 and D-2 hereof shall not be effective prior to receipt by the Company of rulings, satisfactory to the Company, from Canadian governmental authorities:

**(1)** permitting Supplementation as defined in the Income Maintenance Benefit Plan, and

**(2)** from the Minister of National Revenue holding that the Income Maintenance 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 *Income Tax Act (Canada)*, Chapter 63, SC 1970-71-72, as amended, now in effect or as hereafter may be amended during the term of the current Supplemental 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 or the Income Maintenance Benefit Plan or the Voluntary Termination of Employment 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 Section 18 of the Income Maintenance Benefit Plan. Any such revisions shall adhere as closely as possible to the language and intent of the provisions outlined in such Plans.

**(d)** In the event that rulings acceptable to the Company are not obtained, or having been obtained shall be revoked or modified so as to be no longer satisfactory to the Company, and it is determined by the Company that the Income Maintenance Benefit Plan cannot become effective without such rulings, the Company, within five (5) working days after receipt of notice of disapproval, will give written notice thereof to the Union and this Agreement, the Income Maintenance Benefit Plan and the Voluntary Termination of Employment Plan shall thereupon have no force or effect, in which event Section 2 of this Agreement shall apply.

## **Section 6. General Provisions**

**(a) Board of Administration**

**(1) Establishment**

There shall be established a Board of Administration (hereinafter referred to as the Board) consisting of six (6) members, three (3) of whom shall be appointed by the Company (hereinafter referred to as the Company members), and three (3) of whom shall be appointed by the Union (hereinafter referred to as the Union members). 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. Both the Company and the Union shall notify each other in writing of the members respectively appointed by them before any such appointments shall be effective.

The Company and the Union members of the Board shall appoint an impartial third person to act as an Impartial Chairperson who shall serve until such time as the Impartial Chairperson may be requested to resign by three (3) members of the Board. In the event that the Company and Union members of the Board are unable to agree upon an Impartial Chairperson, the Arbitrator under the Collective Bargaining Agreement shall make the selection; 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 on matters within the Board's authority to determine where the other members of the Board shall have been unable to dispose of the matter by majority vote, except that the Impartial Chairperson shall have no vote concerning

determinations made in connection with Section 14 of the Income Maintenance Benefit Plan.

**(2) Powers and Authority of the Board**

**(i)** It shall be the function of the Board to exercise ultimate responsibility for determining whether an Employee is eligible for IMP Benefits under the terms of the Income Maintenance Benefit Plan or a Payment under the terms of the Voluntary Termination of Employment Plan, and, if so, the amount of the IMP Benefit or Voluntary Termination of Employment Payment. The Board shall be presumed conclusively to have approved any initial determination by the Company unless the determination is appealed as prescribed in this Section 6.

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

**(aa)** hear and determine appeals by Employees pursuant to this Section 6;

**(bb)** obtain such information as the Board shall deem necessary in order to determine such appeals;

**(cc)** 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;

**(dd)** direct the Company to pay IMP Benefits or Voluntary Termination of Employment Payments pursuant to determinations made by the Board;

**(ee)** prepare and distribute, on behalf of the Board, information explaining the Plans;

**(ff)** make any determination with respect to reducing the amount of IMP Benefits or Voluntary Termination of Employment Payments in connection with the status of the Income Security Fund Maximum Company Liability as provided for under Section 14(c)(2) of the Income Maintenance Benefit Plan. The Impartial Chairperson of the Board shall have no authority to participate in any such discussions or to vote to reduce any IMP Benefits or Voluntary Termination of Employment Payments; and

**(gg)** perform such other duties as are expressly conferred upon it by this Agreement.

**(iii)** 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 Income Maintenance Benefit Plan or the Voluntary Termination of Employment Plan, the procedure for applying for IMP Benefits or Voluntary Termination of Employment Payments as provided herein, or any other provisions of the Plans; and shall have no jurisdiction other than to determine, on the basis of the facts presented and in accordance with the provisions of the Plans:

**(aa)** whether the appeal to the Board was made within the time and in the manner specified in this Section 6,

**(bb)** whether the Employee is an eligible Employee with respect to the Plans, and, if so,

**(cc)** the amount of any IMP Benefit or Voluntary Termination of Employment Payment payable.

**(iv)** The Board shall have no jurisdiction to act upon any appeal not made within the time limit and in the manner specified in this Section 6.

**(v)** The Board shall have no jurisdiction 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 such Agreement shall be accepted by the Board.

**(vi)** Nothing in this Section or in the Plans 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.

**(vii)** The Board shall make recommendations to the Company with respect to the Company's establishment of rules, regulations and procedures for carrying out the Company's duties under the Plans as provided for under Section 11(a) of the Income Maintenance Benefit Plan, and the Company shall give consideration to such Board recommendations.

**(viii)** The Board may provide for a Local Committee at a Facility of the Company. The Local Committee shall be composed of two (2) members designated by the Company members of the Board and two (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 the 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.

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

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

The Company members of the Board may also name one (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.

### **(3) Quorum; Voting**

To constitute a quorum for the transaction of business, there shall be required to be present at any meeting of the Board at least two (2) Union members and two (2) Company members. At all meetings of the Board the Company members shall have a total of three (3) votes and the Union members shall have a total of three (3) votes; the vote of any absent member being divided equally between the members present appointed by the same party. Except on matters with respect to which the Income Maintenance Benefit Plan or the Voluntary Termination of Employment Plan specifies otherwise, decisions of the Board shall be by a majority of the votes cast, with the Impartial

Chairperson empowered to cast the deciding vote in cases where there shall have been a tie vote.

**(4) Compensation and Expenses**

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. The Company members and the Union members of the Board or any Local Committee shall serve without compensation. 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.

**(5) Liability of Members of the Board**

The Board and any member thereof shall be entitled to rely upon the correctness of any information furnished by the Union or the Company. Neither the Board nor any of its members, nor the Union, nor any officer of or any other representative of the Union, nor the Company, nor any officer of or any other representative of the Company, shall be liable because of any act or failure to act on the part of the Board, or any of its members, to any person whatsoever, except that nothing herein shall be deemed to relieve any such individual from liability for the individual's own fraud or bad faith.

**(6) Anything herein which might be construed to the contrary notwithstanding, however, it is understood that the members of the Board of Administration and the members and alternate of the Local Committees provided for under this Section 6(a) of this Agreement shall be the same persons as those appointed to similar positions under Article V, Sections 2(a) and 2(b)(7) of the CSUB Plan.**

**(b) Appeal Procedures for Benefits**

**(1) Applicability of Appeal Procedure**

The appeal procedure set forth in this Section may be employed only for the purposes specified in this Section.

**(2) Procedure for Appeals**

**(i) An Employee may appeal from the Company's written determination with respect to the payment or denial of**

an IMP Benefit or Voluntary Termination of Employment Payment by filing a written appeal with the Board on a form provided for that purpose.

**(ii)** Such appeal shall be filed in writing within thirty (30) days following the date of mailing of the determination appealed. With respect to an appeal that is mailed, the date of filing shall be the postmarked date of the appeal. No appeal filed after such thirty (30) day period will be valid.

**(iii)** Such appeals shall specify the respects in which the Plan(s) 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.

**(iv)** The handling and disposition of each appeal to the Board shall be in accordance with regulations and procedures established by the Board. Such regulations and procedures shall provide that in situations where a number of Employees either have applied for and were denied an IMP Benefit or Voluntary Termination of Employment Payment or were paid such Benefit or Payment and believe that they were entitled to such payment in a greater amount, under substantially identical conditions, an appeal may be filed with respect to one of such Employees and the decision of the Board thereof shall apply to all such Employees.

**(v)** The Employee or the Union members of the Board may withdraw an appeal to the Board at any time before it is decided by the Board.

**(vi)** There shall be no appeal from the Board's decision. It shall be final and binding upon the Union, its members, the Employee, and the Company. The Union shall discourage any attempt of its members to appeal, and shall not encourage or cooperate with any of its members in any appeal, to any court or administrative agency from a decision of the Board, nor shall 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 Employee shall be advised, in writing, by the Board of the disposition of any appeal.

**(c) Notice Copies to Union**

Copies of the Company notices issued to employees concerning ineligibility for an IMP Benefit or Voluntary Termination of Employment Payment will be furnished to the Union.

**(d) Income Security Fund Maximum Company Liability**

The Company's total financial liability for the Income Maintenance Benefit Plan (Exhibit D-1) and the Voluntary Termination of Employment Plan (Exhibit D-2), shall be limited by the amount of the Income Security Fund Maximum Company Liability pursuant to Section 19, (19) of Exhibit D-1.

**Section 7. Miscellaneous**

Notwithstanding the provisions of the Income Maintenance Benefit Plan, the provisions of Section 11, Powers and Authority of Company, Section 13, Application and Determination of Eligibility, Section 15, Nonalienation of Benefits and Section 16, Miscellaneous, shall to the extent practicable, be equally applicable under the Voluntary Termination of Employment Plan.

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

**Unifor**

L. PAYNE  
L. POIRIER  
S. WARK  
D. CHIODO  
A. DICARO  
S. KAKAN  
L. CONTINI

**General Motors of  
Canada Company**

R. CHATTERJEE  
J. MCPHERSON  
N. JOHNSON  
D. COURTNEY  
R. WARLICH  
S. RUDDACH  
M. WEIGEL  
C. RADTKE  
K. BIDGOOD

**Unifor**

**General Motors of  
Canada Company**

**Local No. 222, Unifor**

J. GALE  
C. WAUGH B. TROKE  
B. NICHOLLS  
S. PEARCE  
J. GRAY

C. THOMSON  
J. BOODRAM  
V. BONE

**Local No. 199, Unifor**

T. LONGPRE  
T. VERDE  
S. LITTLEJ. LENNOX  
S. KUCZMA

G. COPLAND  
J. BESCH

**Local No. 636, Unifor**

C. WARNOCK

R. VAN SLYKE

**EXHIBIT D-1**

**INCOME MAINTENANCE BENEFIT PLAN**

## EXHIBIT D-1

### INCOME MAINTENANCE BENEFIT PLAN

#### Section 1. General

The Income Maintenance Benefit Plan is designed to promote employment stability and avoid layoffs. The Plan provides a weekly income payment and insurance coverage, subject to the terms, conditions and limitations contained herein (including the definitions contained in Section 19 hereof), for eligible Employees who become laid off from the Company on or after the Effective Date and during the term of the current Collective Bargaining Agreement.

#### Section 2. Eligibility for an IMP Benefit

An Employee at Work on or after the Effective Date and laid off during the term of the current Collective Bargaining Agreement shall be eligible for an IMP Benefit for any Week beginning on or after September 24, 2023, if with respect to such Week the Employee meets all of the following conditions:

- (a)** Was, for the entire Week, on a qualifying layoff as described in Section 3 and such Week occurs within the IMP Benefit Period as defined in Section 7(a) immediately following the last Week for which the CSUB Plan benefit was paid that exhausted the Employee's entitlement for CSUB Plan benefits for the qualifying period of layoff.
- (b)** Had at least five (5) Years of Seniority, six (6) years for employees hired on or after October 1, 2012, under the terms of the Collective Bargaining Agreement, on the last day the Employee Worked prior to the effective date of such layoff and provided such Years of Seniority had not been broken on or prior to the last day of the Week.
- (c)** Has no credit units under the CSUB Plan or any other "SUB" Plan of the Company and after the qualifying layoff for IMP Benefits has had no credit units cancelled under Article III, Section 3(a)(4) of the CSUB Plan for willfully misrepresenting any material fact in connection with an application for benefits under the CSUB Plan.
- (d)** Has not received on or after the Effective Date a separation payment under the Canadian Separation Payment Plan (or any other "Separation Payment" Plan of the Company),

unless the Employee returns to Work and thereafter Works five (5) years, six (6) years for employees hired on or after October 1, 2012, and thereby becomes eligible for any future IMP Benefits that may be available.

(e) Is either

(1) working with a subsequent employer;

(2) meets the requirement of able and available for work, utilized by the Employment and Social Development Canada, for purposes of the receipt of an Employment Insurance Benefit and meets the eligibility requirements other than minimum number of qualifying weeks for such Employment Insurance Benefit for such Week even though the Employee may have exhausted such Benefits;

(3) is participating in a jointly approved vocational training program; or

(4) (i) becomes wholly and continuously disabled after such otherwise qualifying layoff began, and

(ii) remains wholly and continuously disabled for a period of more than one (1) Week (the period of eligibility shall not include the first Week of such disability), and

(iii) is under a doctor's care;

provided, however, that such eligibility while disabled shall cease when the Employee becomes eligible for a disability retirement benefit under the Retirement Plan. If the Employee has exhausted Employment Insurance Benefits, any reporting requirements associated with Employment Insurance Benefit eligibility will not apply under this paragraph.

(f) Except when eligible while disabled under subsection (e)(4) of this Section, maintains an active registration for such Week with Employment and Social Development Canada for purposes of locating employment opportunities.

(g) Reports on a timely basis, as required, to the Company:

(1) income from other sources,

(2) statutory Benefits,

(3) evidence of active registration with Employment and Social Development Canada,

(4) changes in employment status.

(h) Provides the Company or governmental agencies, as required, with any waivers, releases and reasonable evidence that may be required by such agencies or the Company for purposes of verifying the Employee's eligibility for and amount of IMP Benefits.

(i) Has made an application for IMP Benefits in accordance with procedures established by the Company.

### **Section 3. Conditions with Respect to Layoff**

(a) A layoff for purposes of this Plan includes any Seniority layoff except an inverse Seniority layoff resulting from a reduction in force, including a layoff resulting from the discontinuance of a Facility or an operation, and any 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 Facility to which the Employee would have been entitled if the Employee had had sufficient Seniority.

(b) An Employee's layoff for any Week shall be deemed qualifying for purposes of this Plan only if:

(1) such layoff was for the entire Week;

(2) such layoff was from the Bargaining Unit;

(3) 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 Facility or Facilities, or any dispute of any kind involving Employees, whether at a Company Facility or Facilities 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,

(v) any act of God, or

(vi) the sale of a Company Facility to another employer and the Employee did not receive an offer of employment from the new employer;

(4) the Employee is not eligible to retire under any Company pension or retirement program except under the General Motors Canadian Hourly-Rate Employees Pension Plan, Article I, Section 2(a)(4);

(5) at a time when the Employee was on an otherwise qualifying layoff for purposes of this Plan or after having been advised that the Employee would be placed on such a layoff in the future, the Employee did not refuse or fail to appear for an employment interview or related pre-employment physical examination (unless for Good Cause) or refuse any offer of employment (including employment with the Company outside the Bargaining Unit) which the Employee was then capable of performing at another Company Facility, or at the Company Facility where the Employee last Worked, the acceptance of which could have avoided, delayed or reduced the period of the layoff that otherwise would have qualified the Employee for IMP Benefits, except that until two (2) years immediately following the Employee's last day Worked, or if less, the last day of eligibility for a regular CSUBenefit, the Employee may refuse an offer which the Employee has a right to refuse under the Local Seniority Agreement(s) of the Bargaining Unit(s) in which such Employee has Seniority, and still remains eligible for a regular benefit under the CSUB Plan.

If the employment or employment interview which was refused is at a different Company Facility which is more than eighty (80) kilometers from the Employee's address of record for purposes of the Plan and from the Company Facility where the Employee last worked or is currently working for the Company, the Employee shall not be ineligible hereunder unless with respect to an employment offer the Company shall have offered to pay a Relocation Allowance, or with respect to an employment interview, the Company offers to pay reasonable expenses actually incurred to attend the interview; provided, however, that an otherwise eligible Employee may refuse either

a Company offer of employment in a Province other than the Province in which the Company Facility where the Employee last worked or is currently working for the Company is located, or a temporary part-time position with the Company and with respect to either such refusal will remain eligible for IMP Benefits; and

(6) the Employee retains Years of Seniority under the Collective Bargaining Agreement.

#### **Section 4. Description of IMP Benefits**

An Employee eligible for IMP Benefits, in accordance with Section 2 of this Plan, is entitled to an IMP Income Benefit and to IMP Insurance Coverage as provided in this Section, and reduced as provided in this Section and in Section 5, until the Employee's eligibility for such IMP Benefits is terminated, or until the Income Security Fund Maximum Company Liability, as defined in Section 19, (19), has been exhausted.

##### **(a) IMP Income Benefit**

(1) At the time of layoff an income level will be calculated for each Employee who thereafter may be eligible for an IMP Income Benefit. For eligible Employees, the income level will equal 60% of Weekly Before-Tax Base Earnings, as of the Employee's last day Worked prior to the qualifying layoff.

(2) The gross amount of the IMP Income Benefit payable to an eligible Employee will equal the income level reduced by offsets provided under Section 5 of the Plan.

##### **(b) IMP Insurance Coverage**

An Employee who is eligible to receive IMP Income Benefits will receive IMP Insurance Coverage, as determined in accordance with this paragraph, until the end of the month following the month in which Seniority is broken in accordance with the provisions of Exhibit D-2, Section 5, and for any other employee, until termination of IMP Income Benefits. The IMP Insurance Coverage consists of Health Care and Life, Extra Accident, and Survivor Income Benefit Insurance.

## **Section 5. IMP Income Benefit Offsets**

**(a)** The IMP Income Benefit described in Section 4(a) is reduced by gross income or payments that an Employee receives or is eligible to receive from the following sources:

- (1)** Statutory Benefits,
- (2)** Income from Other Sources in excess of the greater of
  - (i) the amount disregarded as earnings by Employment Insurance or
  - (ii) 20% of such Income received or receivable (except disability, termination and supplemental unemployment benefit pay will be offset at 100%); provided, however, that with respect to a Week for which an Employee has received an Employment Insurance “waiting period” credit, the reduction for Income from Other Sources shall be such amount in excess of the greater of
    - (a) an amount equal to 25% of the Employee's Employment Insurance benefit rate or
    - (b) 20% of such Income received or receivable by the Employee for such Week,
- (3)** The amount of any pay in lieu of notice of termination of employment, mass termination or plant closing or similar payment required under applicable Federal or Provincial law.

**(b)** In addition, an Employee's outstanding debts to the Company or trustees of any Company benefit plan or program, and an Employee's unrepaid overpayments under the CSUB Plan shall be offset against IMP Income Benefits. The amount of IMP Income Benefits that are offset by CSUB Plan overpayments or outstanding debts to the Company or trustees of any Company benefit plan or program, shall be paid to the Company or trustee of the CSUB Plan fund or trustee of the other Company benefit plan or program, as applicable.

## **Section 6. Relationship Between Governmental Required Separation or Severance Pay and Plan Benefits**

The IMP Benefits described in Section 4 shall be applied to reduce the amount of any separation, severance payment or

similar payment required by applicable Federal or Provincial law by reason of any plant closing.

## **Section 7. Duration of IMP Benefits**

**(a)** The period for which IMP Benefits are payable to an eligible Employee under this Plan (hereinafter referred to as the IMP Benefit Period) shall be a period of consecutive Weeks equal in number to the number of IMP units credited to the Employee under the provisions of Section 7(b) below, beginning the week immediately following the last Week for which the Employee received a CSUB Plan benefit under the CSUB Plan and with respect to which the Employee's credit unit balance under the CSUB Plan was exhausted.

**(b)** Upon the Employee's exhaustion of CSUB Plan credit units, the Employee will be credited with IMP Units under this Plan in accordance with the following table:

<b>EMPLOYEE'S YEARS OF SENIORITY ON LAST DAY WORKED PRIOR TO QUALIFYING LAYOFF FOR IMP BENEFITS</b>	<b>NUMBER OF IMP UNITS CREDITED</b>
5 but less than 6*	26
6 but less than 7	32
7 but less than 8	38
8 but less than 9	45
9 or more	52

*\* Hired prior to October 1, 2012*

**(c)** IMP Units will be cancelled for each and all IMP Income Benefits paid to the Employee under this Plan in the same manner as, and at a rate equal to the credit unit cancellation rate that would have applied to the Employee in accordance with the Employee's Years of Seniority for, credit units under the CSUB Plan for the payment of a CSUB Plan benefit paid for the first Week for which the Employee is eligible for an IMP Benefit under this Plan.

**(d)** Any IMP Units remaining to the Employee's credit at the end of the Employee's IMP Benefit Period and after the expiration of the IMP Benefit application time limit for the final Week of the Employee's IMP Benefit Period, will be permanently forfeited.

## **Section 8. Termination of IMP Benefits**

An Employee's eligibility for IMP Benefits will permanently terminate (even though the Employee may not have applied for or yet become eligible to receive IMP Benefits for any period) upon the earliest of:

- (a)** Death,
- (b)** Retirement,
- (c)** Acceptance of a Voluntary Termination of Employment Payment as provided under the Voluntary Termination of Employment Plan,
- (d)** Acceptance of a separation payment under the Canadian Separation Payment Plan (or any other "Separation Payment" Plan of the Company),
- (e)** Refusal of or failure to appear for an employment interview or related pre-employment physical examination, (unless for Good Cause), or refusal to accept any offer of employment which the Employee is capable of performing (including employment with the Company outside the Bargaining Unit) at any Company Facility (except that refusal of an offer which the Employee has a right to refuse under the Local Seniority Agreement(s) of the Bargaining Unit(s) in which the Employee had Seniority within two years from the last day at Work, or if less, the last day of eligibility for a regular CSUB Plan benefit, will not terminate eligibility hereunder); provided that if the employment or interview is at a different Company Facility which is more than 80 kilometers from the Employee's address of record for purposes of the Plan and the Company Facility where the Employee last worked for the Company, the Company offers to pay a Relocation Allowance, or with respect to an employment interview, the Company offers to pay reasonable expenses actually incurred to attend the interview. Refusal of either a Company offer of employment in a Province other than the Province where the Company Facility at which the Employee last worked or is currently working for the Company is located, or a temporary part-time position with the Company, shall not terminate an otherwise eligible Employee's eligibility under the Plan,
- (f)** Failure of an Employee to Report on a Timely Basis, the following information to the extent the information would offset IMP Benefits:

- (1) Income from Other Sources;
- (2) Statutory Benefits;
- (3) Changes in employment status,

(g) Refusal of an Employee, otherwise eligible for IMP Benefits, to apply for a Statutory Benefit that would or could offset IMP Benefits following a request by the Company to apply for such benefit,

(h) Loss of Years of Seniority for any reason,

(i) Failure of an Employee to file an application for Company employment in accordance with the Employment Application Procedure and any pertinent letter(s) attached to the Collective Bargaining Agreement in accordance with the application procedure established pursuant to the provisions of the letter(s); provided, however, that failure to apply with respect to employment in a Province other than the one in which the Company Facility at which the Employee last worked is located, will not cause termination of the Employee's IMP Benefit entitlement under the Plan.

## **Section 9. IMP Benefit Overpayments**

(a) If the Company or the Board determines that any benefit paid under the Plan should not have been paid or should have been paid in a lesser amount, written notice thereof shall be mailed to the Employee receiving such benefit and the Employee shall return the amount of the overpayment to the Company; provided however, that no such repayment shall be required if the cumulative overpayment is \$3.00 or less, or if notice has not been given within one hundred twenty (120) days from the date the overpayment was established and the overpayment was caused solely by Company error.

(b) If the Employee shall fail, within thirty (30) calendar days following receipt or attempted delivery of notice of such overpayment, to return the overpayment to the Company, the Employee's future IMP Benefits will be reduced by such IMP Benefit overpayment; provided, however, that the Company shall include in such overpayment notice a statement that eligibility for IMP Benefits will be so reduced. The Company shall have the right to make or arrange to have made deductions

for such overpayments from any present or future amounts which are or become payable by the Company to such Employee.

## **Section 10. Withholding Tax**

The Company shall deduct from the amount of any payment under the Plan any amount required to be withheld by the Company by reason of any law or regulation, for payment of taxes or otherwise, to any federal, provincial or municipal government. In determining the amount of any applicable tax entailing personal exemptions, the Company shall be entitled to rely on the official form filed by the Employee with the Company for purposes of income tax withholding.

## **Section 11. Powers and Authority of the Company**

### **(a) Company Powers**

The Company shall have such powers and authority as are necessary and appropriate in order to carry out its duties under the Plan, including, without limitation, the power to:

- (1)** obtain such information as it shall deem necessary to carry out its duties under the Plan;
- (2)** investigate the correctness and validity of information furnished with respect to an application for an IMP Benefit;
- (3)** make initial determinations with respect to IMP Benefits;
- (4)** establish reasonable rules, regulations and procedures concerning:
  - (i)** the manner in which and the times and places at which an application shall be filed for IMP Benefits,
  - (ii)** the form, content and substantiation of the application for IMP Benefits, and
  - (iii)** the allocation of Statutory Benefits and Income from Other Sources that are not directly attributable to specific Weeks for purposes of determining IMP Benefits;

(5) determine the amount of Company funds that have been expended under the Plan to ensure that the Income Security Fund Maximum Company Liability, as defined in Section 19, (19), will not be exhausted;

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

(7) establish and maintain necessary records;

(8) furnish the Union an annual report for each calendar year as to Company expenditures counted against the Income Security Fund Maximum Company Liability; and

(9) prepare and distribute information explaining the Plan.

**(b) Company Authority**

Nothing contained in the Plan shall be deemed to qualify, limit or alter in any manner the Company's sole and complete authority and discretion to establish, regulate, determine or modify at any time levels of employment, hours of work, the extent of hiring and layoff, production schedules, manufacturing methods, the products and parts thereof to be manufactured, where and when work shall be done, marketing of its products, or any other matter related to the conduct of its business or the manner in which its business is to be managed or carried on, in the same manner and to the same extent as if the Plan were not in existence; nor shall it be deemed to confer upon the Union any voice in such matters.

**(c) Applicable Law**

The Plan and all rights and duties thereunder shall be governed, construed and administered in accordance with the laws of the Province of Ontario, except that the eligibility of an Employee for, and the amount and duration of Employment Insurance Benefits shall be determined in accordance with the Employment Insurance Act of Canada.

## **Section 12. Non-Applicability of Collective Bargaining Agreement Grievance Procedure**

No matter respecting the Plan shall be subject to the grievance procedure established in the Collective Bargaining Agreement between the Company and the Union.

## **Section 13. Application and Determination of Eligibility**

### **(a) IMP Benefits**

#### **(1) Application Procedure**

##### **(i) Filing Applications**

An application for an IMP Benefit may be filed, either in person or by mail, in accordance with procedures established by the Company. No application for an IMP Benefit shall be accepted unless it is submitted to the Company within 60 calendar days after the end of the Week with respect to which it is made.

##### **(ii) Application Information**

Application for IMP Benefits shall be in writing and shall include any information deemed relevant by the Company with respect to the determination of the Employee's eligibility for and amount of IMP Benefits and the determination of offsets to such benefits as provided under Section 5 of the Plan.

#### **(2) Determination of Eligibility**

When an application is filed for an IMP Benefit and the Company is furnished with the evidence and information as required, the Company shall have initial responsibility for determining eligibility.

### **(b) Relocation Allowance**

A Relocation Allowance shall be provided under the Plan to help defray the moving costs incurred by eligible Employees and their families relocating as a result of accepting a job offer from the Company. A Relocation Allowance will be payable after the Employee reports and begins work at the Company Facility to which relocated, provided the following conditions of eligibility are satisfied:

(1) the Company offered a Relocation Allowance and the Company Facility to which the Employee relocates is more than 80 kilometers from the Employee's address of record for purposes of the Plan and from the Company Facility where the Employee last worked or is currently working for the Company; and

(2) as a result of the relocation, the Employee changes permanent residence; and

(3) the Employee applies for a Relocation Allowance within 1 year of the date the Employee was scheduled to begin work at the Facility to which the Employee has relocated; and

(4) the Employee has applied for and received (or is eligible to receive) any statutory relocation, moving or similar payment or allowance under any applicable law, rule or regulation; and

(5) the Employee is not eligible to receive a relocation allowance or similar payment for the same relocation under the Collective Bargaining Agreement or under any other plan or program of the Company;

provided, however, that only one Relocation Allowance will be payable in situations where more than one member of a family living in the same residence, is also an Employee being relocated to the same Company Facility.

**(c) Notice of Denial**

If the Company determines that an Employee is not entitled to IMP Benefits or to a Relocation Allowance, it shall notify the Employee promptly, in writing, of such determination, including the reasons therefore, and of the Employee's right to appeal.

**Section 14. Financial Provisions and Liability**

**(a) All IMP Benefits shall be payable by the Company.**

(1) Any payments made by the Company are subject to, and limited by the Income Security Fund Maximum Company Liability as defined in Section 19, (19).

**(2)** If the Company at any time shall be required to withhold any amount from IMP Income Benefits by reason of any federal or provincial law or regulation, the Company shall have the right to charge such amount against the Income Security Fund Maximum Company Liability as defined in Section 19, (19).

**(b) IMP Benefit Cheques Not Presented**

If a payment is made under the Plan and the amount of the payment is not claimed within a period of two (2) years from the date such payment was made, the amount shall revert to the Company and such amount will be credited to the Income Security Fund Maximum Company Liability.

**(c) Liability**

**(1)** The Plan applies only to eligible Employees laid off on or after the Effective Date and during the term of the current Collective Bargaining Agreement. The Company's total financial liability for the cost of the Income Maintenance Benefit Plan including payments of IMP Income Benefits (including amounts paid to the trustee of the CSUB Plan and amounts owed to the Company or trustees of other Company plans or programs which were offset against the IMP Income Benefit under Section 5), IMP Insurance Coverages, any taxes or contributions imposed on the Company by reason of paying IMP Benefits, any Relocation Allowance or interview expenses provided in conjunction with the Plan, and any taxes which reduce IMP Benefits and are paid to the appropriate tax authority by the Company, shall be limited to the Income Security Fund Maximum Company Liability pursuant to Section 19, (19).

**(2)** If it appears the Income Security Fund Maximum Company Liability will be exhausted before all Employees cease eligibility for IMP Benefits, the issue may be discussed by the Company and Union and a determination made whether to reduce the amount of IMP Benefits to provide for an equitable means for distribution of the Company's remaining obligations.

**Section 15. Nonalienation of Benefits**

Except as otherwise provided under Section 5 and Section 9 of this Plan, no IMP Benefit shall be subject in any way to alienation, sale, transfer, assignment, pledge, attachment, garnishment, execution, or encumbrance of any kind, and any

attempt to accomplish the same shall be void. In the event that the Company shall find that such an attempt has been made with respect to any such IMP Benefit due or to become due to any Employee, the Company in its sole discretion may terminate the interest of such Employee in such IMP Benefit and apply the amount of such IMP Benefit to or for the benefit of any Employee, the Employee's spouse, parents, children or other relatives or dependents as the Company may determine, and any such application shall be a complete discharge of all liability with respect to such IMP Benefit.

## **Section 16. Miscellaneous**

**(a)** IMP Benefits shall be payable hereunder only to the Employee who is eligible therefor, except that if the Company shall find that such an Employee is deceased and has not received all IMP Benefits payable prior to termination by death or is unable to manage the Employee's affairs for any reason, any such IMP Benefit payable shall be paid to the Employee's duly appointed legal representative, if there be one, and if not, to the spouse, parents, children or other relatives or dependents of such Employee as the Company in its discretion may determine. Any IMP Benefit so paid shall be a complete discharge of any liability with respect to such IMP Benefits. In the case of death, no IMP Benefit shall be payable with respect to any period following the Employee's death.

**(b)** An Employee's IMP Benefits will not be terminated nor will the Employee be deemed ineligible for IMP Benefits for refusal of, or failure to appear for, an employment interview, or refusal to accept employment where such employment, at the time of such refusal or failure, would have been in a bargaining unit at a location at which a strike, lockout or other labour dispute is or was in progress and the Employee would not have been disqualified for Employment Insurance Benefits by such action.

## **Section 17. Amendment and Termination of the Plan**

So long as Exhibit D, the current Supplemental Agreement covering the Income Maintenance Benefit Plan, shall remain in effect and subject to Section 14(c), the Plan shall not be amended, modified, suspended, or terminated, except as may be proper or permissible under the terms of the Plan or such Agreement.

Upon the termination of such Exhibit D, the current Supplemental Agreement, the Company shall have the right to continue the Plan in effect and to modify, amend, suspend, or terminate the Plan, except as may be otherwise provided in any subsequent agreement between the Company and the Union, and except that the Plan shall continue for eligible Employees laid off during the current Collective Bargaining Agreement and eligible for IMP Benefits hereunder, subject to Section 14(c).

### **Section 18. Effect of Revocation of Governmental Rulings**

**(a)** If any ruling which may be obtained by the Company holding that payments under the Plan constitute currently deductible expenses under the *Income Tax Act (Canada)*, Chapter 63, S.C. 1970-71-72, as amended, as now in effect or as hereafter may be amended, or under any other applicable federal or provincial income tax law, shall be revoked or modified in such manner so as to be no longer satisfactory to the Company, all obligations of the Company under the Plan shall cease and the Plan shall thereupon terminate and be of no further effect (without in any way effecting the validity or operation of the Collective Bargaining Agreement).

**(b) Supplementation of Employment Insurance Benefits**

If Supplementation is no longer permitted by rulings from Canadian governmental authorities, or by amendments of the *Employment Insurance Act*, the parties shall endeavour to negotiate an agreement establishing a plan for benefits not inconsistent with the purposes of the Plan.

### **Section 19. Definitions**

As used herein:

**(1) “Act of God”** under the Plan shall have the same meaning as defined in Article VIII (25) (e) of the CSUB Plan;

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

**(3) “Base Hourly Rate”** means the straight-time hourly rate, including cost-of-living allowance, but excluding all other premiums and bonuses of any kind, of an Employee on such Employee’s last day at Work in the Bargaining Unit prior to layoff, except that if such Employee was paid at a higher

straight-time hourly rate in 1 or more Bargaining Units at any time during the 13 consecutive Weeks ending with the Week which includes such Employee's last day worked, Base Hourly Rate shall be such higher rate;

**(4) “Collective Bargaining Agreement”** means the currently effective collective bargaining agreement between the Company and the Union which incorporates this Plan by reference. 2023 Collective Bargaining Agreement means the collective bargaining agreement dated October 10, 2023 between the Company and the Union;

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

**(6) “CSUB Plan”** means the Canadian Supplemental Unemployment Benefit Plan, Exhibit C-1; the Canadian Separation Payment Plan, Exhibit C-2 or the Canadian Automatic Short Week Benefit Plan, Exhibit C-3, as applicable, to the Collective Bargaining Agreement;

**(7) “Effective Date”** means September 24, 2023;

**(8) “Employee”** means a full-time, hourly-rate employee in a Bargaining Unit covered by the Plan, including such a person laid-off from Company employment in such a Bargaining Unit and who is eligible for an IMP Benefit except that an “Employee at Work” means a full-time, hourly-rate employee in such a Bargaining Unit who receives pay for regular hours scheduled by the Company and Worked within such a Bargaining Unit on or after the Effective Date;

**(9) “Employment Application Procedure”** means any procedures by which an Employee may file an application for employment with the Company under Paragraphs 67(a), 67(b) and Document No. 14 of the Collective Bargaining Agreement as well as any other hiring agreements negotiated between the Company and the Union as contained in any local Agreement. Such applications are to be filed within twelve (12) months after the last day worked prior to layoff;

**(10) “Employment Insurance Benefit”** means an unemployment benefit payable by Employment and Social Development Canada, including any federal or provincial training allowances;

**(11) “Facility”** shall be deemed to include any manufacturing or assembly plant, works, parts depot, or other Company activity or location in or out of which an Employee Works;

**(12) “Good Cause”** for refusing to interview or failing to appear for an interview or related physical examination or failing to file a timely application under the Employment Application Procedure, is deemed to exist if there is a justifiable reason, determined in accordance with a standard of conduct expected of an individual acting as a reasonable person in light of all the circumstances. Justifiable reasons include, but are not limited to, the following:

- (i)** Acts of God that prevent an individual from getting to an interview or related physical examination;
- (ii)** Personal physical incapacity;
- (iii)** Death occurring in the Employee's immediate family which could have otherwise been covered as bereavement time under the Collective Bargaining Agreement if the Employee were at Work in the Bargaining Unit; and
- (iv)** Jury duty;

**(13) “Health Care”** means health care coverages as specified in Article II of the Health Care Insurance Program. Coverage shall not include Dental Benefits;

**(14) “Employment and Social Development Canada”** means the federal agency responsible for the administration of:

- (i)** benefits provided under any federal or provincial laws to persons on account of their unemployment;
- (ii)** programs to identify employment opportunities; or
- (iii)** training or education programs that may assist an individual in qualifying for better paying employment opportunities;

**(15) “Income from Other Sources”** means any income by reason of or related to any employment (for example, wages, tips, commission, bonuses, vacation pay, disability pay, supplemental unemployment compensation and termination pay) of the Employee;

**(16) “IMP Benefit”** means an IMP Income Benefit and IMP Insurance Coverage, provided to an eligible Employee under the provisions of this Income Maintenance Benefit Plan;

**(17) “IMP Income Benefit”** means the income benefit payable for a Week to an eligible Employee under Section 4(a) of the Plan which is subject to offset in accordance with Section 5;

**(18) “IMP Insurance Coverage”** means Health Care coverages and Life, Extra Accident, and Survivor Income Benefit Insurance coverage provided to eligible Employees under the Plan as defined in subsection 4(b) of the Plan;

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

**(c)** All benefits, payments and costs covered under the 2005 Supplemental Agreements, Exhibit C-1, Article VIII (19)(b) and Exhibit D-1, Section 19 (19)(b) that exceeded the Income Security Fund Maximum Company Liability will be offset from 19(a) herein.

**(20) “Life, Extra Accident, and Survivor Income Benefit Insurance”** means Life Insurance coverage as specified in Article II of the Group Life and Disability Insurance Program. Coverage shall not include Sickness and Accident or Extended Disability Insurance coverage;

**(21) “Plan”** means the Income Maintenance Benefit Plan as set forth in this Exhibit D-1;

**(22) “Relocation Allowance”** means an amount equal to the amount provided under the provisions of Paragraphs (67)(c)(2) of the Collective Bargaining Agreement, less any statutory relocation, moving allowance or similar payment paid or payable under any applicable law, rule or regulation;

**(23) “Reports on a Timely Basis” or “Report on a Timely Basis”** means that the Employee must fully furnish the information required to establish eligibility for and the amount of any IMP Benefits within 60 calendar days after the end of the Week with respect to which IMP Benefits are sought and with respect to any additional information requested by the Company within 60 calendar days of such Company request, unless the Employee can demonstrate that the information was furnished at the earliest time when it could be obtained with diligence or that the failure was clearly inadvertent. Failure to report earnings from any subsequent employment or any Employment Insurance Benefits will not be considered inadvertent. Upon discovery that the Employee failed to furnish certain information required, clearly through inadvertence, the Employee shall promptly furnish the information;

**(24) “Retirement”** means retirement regardless of age or type, under the Pension Plan established by agreement between the Company and the Union or any other pension plan or retirement program maintained by the Company;

**(25) “Seniority”** means seniority status under terms of the Collective Bargaining Agreement as of the date of a layoff qualifying for IMP Benefits hereunder;

**(26) “Separation Payment Plan”** means the Canadian Separation Payment Plan, Exhibit C-2 to the Collective Bargaining Agreement;

**(27) “Statutory Benefits”** means payments which the Employee receives or which without a means test would be available (upon application if necessary) as a result of federal, provincial, or municipal laws, regulations or statutes, including, without limitation, such payments received or receivable as an Employment Insurance Benefit, or benefits under the Canada or Quebec Pension Plan, governmental pensions, and Weekly lost-time benefits under applicable workers' compensation legislation; provided, however, that Statutory Benefits shall not include amounts which would be available to the Employee, but which the Employee has not received, and which require a means test in order to be eligible. The foregoing are intended to be examples only and do not limit the types of present or future Statutory Benefits which shall be offset under the Plan;

**(28) “Supplementation”** means recognition of the right of a person to receive both an Employment Insurance Benefit and an IMP Income Benefit under the Plan for the same Week of layoff at approximately the same time and without reduction of the Employment Insurance Benefit because of the payment of the IMP Income Benefit under the Plan;

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

**(30) “Voluntary Termination of Employment Payment”** means a payment of a benefit under the Voluntary Termination of Employment Plan;

**(31) “Voluntary Termination of Employment Plan”** means the Voluntary Termination of Employment Plan, Exhibit D-2 to the Collective Bargaining Agreement;

**(32) “Week”** when used in connection with eligibility for and computation of IMP Benefits with respect to an Employee, means a period of layoff equivalent to a Work Week. “Work Week” means 7 consecutive days beginning on Monday at the regular starting time of the shift to which the Employee is assigned, or was last assigned immediately prior to being laid off, or other appropriate 7 day period;

**(33) “Weekly Before-Tax Base Earnings”** means an amount equal to an Employee's Base Hourly Rate as of the last day Worked prior to layoff, including cost-of-living allowance but excluding all other premiums and bonuses of any kind, multiplied by 40;

**(34) “Work” or “at Work” or “Worked”** means receiving pay for regular hours scheduled by the Company and worked within the Bargaining Unit;

**(35) “Years (or Year) of Seniority”** means for all purposes of this 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 as defined under the CSUB Plan, 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 the 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, 3(c) of the CSUB Plan, the Years of Seniority forfeited because of such quit will be reinstated in the new Bargaining Unit, for all purposes under this 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.

## **EXHIBIT D-2**

### **VOLUNTARY TERMINATION OF EMPLOYMENT PLAN**

An Employee otherwise eligible for IMP Benefits under the Income Maintenance Benefit Plan may elect to receive a Voluntary Termination of Employment Payment in lieu of future IMP Benefits.

#### **Section 1. Eligibility**

An Employee at Work on or after the Effective Date of the current Collective Bargaining Agreement shall be eligible for a Voluntary Termination of Employment Payment if:

- (a)** the Employee is otherwise eligible for IMP Benefits under Section 2 of the Income Maintenance Benefit Plan;
- (b)** 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 other Company plan or program then in effect except under the General Motors Canadian Hourly-Rate Employees Pension Plan, Article I, Section 2(a)(4);
- (c)** the Employee has not refused any employment interview or offer of work by the Company pursuant to any of the conditions set forth in Section 3(b)(5) of the Income Maintenance Benefit Plan on or after the last day the Employee Worked for the Company, and prior to the date on which the Employee makes application;
- (d)** the Employee has made application for a Voluntary Termination of Employment Payment prior to the last day of the Week with respect to which the Employee's final Week of Income Maintenance Benefit entitlement applies and as of such application date has unbroken Years of Seniority under the Plan;
- (e)** the Employee has forfeited all credit units, if any, pursuant to Article III, Section 3(a)(3) of the CSUB Plan.

#### **Section 2. Determination of Amount and Payment**

- (a)** Subject to the Income Security Fund Maximum Company Liability defined in Section 19, (19) of Exhibit D-1, a

Voluntary Termination of Employment Payment shall be payable by the Company and only in a lump sum.

**(b)** The Voluntary Termination of Employment Payment payable to an eligible Employee who shall meet the conditions set forth in Section 1 of this Plan shall be an amount determined in accordance with the Employee's Years of Seniority on the last day worked prior to the Employee's qualifying layoff for IMP Benefits.

For eligible Employees, the gross Payment amount will be in accordance with the following table:

Years of Seniority*	Multi-Plant Site Plant Closure and Permanent Layoff**	Amount	Stand-Alone Plant Closure
5 but less than 6***	\$27,500	\$42,500	
6 but less than 7	\$29,500	\$44,500	
7 but less than 8	\$31,500	\$46,500	
8 but less than 9	\$33,500	\$48,500	
9 but less than 10	\$35,500	\$50,500	
10 but less than 11	\$37,500	\$52,500	
11 but less than 12	\$39,500	\$54,500	
12 but less than 13	\$41,500	\$56,500	
13 but less than 14	\$43,500	\$58,500	
14 but less than 15	\$45,500	\$60,500	
15 but less than 16	\$47,500	\$62,500	
16 but less than 17	\$49,500	\$64,500	
17 but less than 18	\$51,500	\$66,500	
18 but less than 19	\$53,500	\$68,500	
19 but less than 20	\$55,500	\$70,500	
20 but less than 21	\$57,500	\$72,500	
21 but less than 22	\$59,500	\$74,500	
22 but less than 23	\$61,500	\$76,500	
23 but less than 24	\$63,500	\$78,500	
24 but less than 25	\$65,500	\$80,500	
25 and over	\$67,500	\$82,500	

\* prorated for fractional Years of Seniority calculated to the nearest 1/10<sup>th</sup> year.

\*\* for the purpose of VTEP, a layoff is deemed to be permanent if the Employee is on layoff from the Company for a continuous period of 24 months.

\*\*\* employees hired prior to October 1, 2012

The gross Payment amount will be reduced by the gross amount of IMP Benefits (including an amount equal to the Company cost for the Employee's IMP Insurance Coverage) paid to the

Employee under the Income Maintenance Benefit Plan as of the date the Payment application is received by the Company.

**(c)** The Company shall deduct from the amount of any Voluntary Termination of Employment Payment as computed under this Plan any amount required to be withheld by the Company by reason of any law or regulation, for payment of taxes or otherwise to any federal, provincial, or municipal government.

### **Section 3. Voluntary Termination of Employment Payment Offsets**

Any Voluntary Termination of Employment Payment to an eligible Employee will be reduced by the Employee's outstanding debts to the Company or to trustees of any Company benefit plan or program, including any unpaid overpayments to the Employee under the CSUB Plan plus the amount of any pay in lieu of notice of termination of employment, mass termination or plant closing or similar payment required under applicable federal or provincial law.

### **Section 4. Relationship Between Governmental Required Separation or Severance Pay and Plan Benefits**

The Payments described in Section 2 shall be applied to reduce the amount of any separation, severance payment or similar payment required by applicable federal or provincial law by reason of any plant closing.

### **Section 5. Effect of Receiving Voluntary Termination of Employment Payment**

An Employee who accepts a Voluntary Termination of Employment Payment (i) shall cease to be an Employee and shall have Seniority broken at any and all of the Company's plants and locations as of the date the Employee's application for a Voluntary Termination of Employment Payment is received by the Company and (ii) shall have cancelled any eligibility the Employee would otherwise have had for a Separation Payment under the Canadian Separation Payment Plan.

An Employee who receives a Voluntary Termination of Employment Payment, and who is subsequently reemployed by the Company will not be eligible for any future Voluntary Termination of Employment Payment until the Employee has

Worked five (5) years and thereby becomes eligible for any future IMP Benefits that may be available under the Income Maintenance Benefit Plan. No Seniority used to determine the amount of a previous Voluntary Termination of Employment Payment shall be used in determining a subsequent Voluntary Termination of Employment Payment.

## **Section 6. Overpayments**

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

## **Section 7. Financial Provisions and Liability**

**(a) All Voluntary Termination of Employment Payments shall be payable by the Company.**

**(1)** Any payments made by the Company are subject to, and limited by, in the aggregate, the Income Security Fund Maximum Company Liability as defined in Section 19, (19) of Exhibit D-1.

**(2)** If the Company at any time shall be required to withhold any amount from Voluntary Termination of Employment Payments by reason of any applicable federal or provincial law or regulation, or otherwise the Company shall have the right to charge such amount against the amount of the Income Security Fund Maximum Company Liability as defined in Section 19, (19) of Exhibit D-1.

**(b) Voluntary Termination of Employment Payment Cheques Not Presented**

If a payment is made under the Plan and the amount of the payment is not claimed within a period of two (2) years from the date such payment was made, the amount shall revert to the Company.

**(c) Liability**

**(1)** The Plan applies only to eligible Employees laid off on or after the Effective Date and during the term of the

current Collective Bargaining Agreement. The Company's total financial liability for the cost of the Voluntary Termination of Employment Plan including Payments under the Plans (including amounts paid to the trustee of the CSUB Plan and amounts owed to the Company or trustees of other Company plans or programs which were offset against the Voluntary Termination of Employment Payment under Section 3), any taxes or contributions imposed on the Company by reason of paying such Payments, and any taxes or other withholdings which reduce such Payments and are paid to the appropriate tax authority by the Company, shall be limited to the Income Security Fund Maximum Company Liability as set forth under Section 19, (19) of Exhibit D-1.

**(2)** If it appears the Income Security Fund Maximum Company Liability, as set forth under Section 19, (19) of Exhibit D-1, will be exhausted before all Employees cease eligibility for Voluntary Termination of Employment Payments, the issue may be discussed by the Company and Union and a determination made whether to reduce the amount of such Payments to provide for an equitable means for distribution of the Company's remaining obligations.

## **Section 8. General**

**(a)** The provisions of these Sections 1 through 10 constitute the entire Voluntary Termination of Employment Plan and express each and every obligation of the Company with respect to financing of the Plan and providing for Voluntary Termination of Employment Payments.

The 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 Voluntary Termination of Employment Payment paid under the Plan shall be considered a part of any Employee's wages for any purpose. No person who receives a Voluntary Termination of Employment 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 9. 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 10. Definitions**

Any term used herein which has a counterpart that is defined in the Income Maintenance Benefit Plan shall, unless specifically defined herein, have the same meaning, for purposes of this Plan, as such term has under the Income Maintenance Benefit Plan.

As used herein:

- (1) “Canadian Separation Payment Plan”** means the Canadian Separation Payment Plan, Exhibit C-2 to the Collective Bargaining Agreement;
- (2) “Income Maintenance Benefit Plan”** means the Income Maintenance Benefit Plan, Exhibit D-1 to the Collective Bargaining Agreement;
- (3) “Multi-Plant Site Plant”** under the Plan shall have the same meaning as it has under the terms of the Collective Bargaining Agreement;
- (4) “Plan”** means the Voluntary Termination of Employment Plan as set forth in this Exhibit D-2;
- (5) “Stand-Alone Plant”** under the Plan shall have the same meaning as it has under the terms of the Collective Bargaining Agreement.

## **Miscellaneous Agreement Concerning Payments Upon Plant Closure**

During these negotiations the parties agreed that upon a stand alone plant closure as defined in Document 12 of the current Collective Bargaining Agreement, Pre Retirement Income Maintenance Program (PRIMP) benefits will be payable to eligible employees based on the following terms and conditions:

- (i) Eligible employees are those employees at the affected plant:
  - (a) who are age 50 but less than age 55 with ten (10) or more years of credited service at the date of the plant closure; or
  - (b) who have ten (10) or more years of credited service and can attain age 50 with seniority unbroken under the current Master Agreement.
- (ii) Eligible employees must be at least age 50 to receive PRIMP benefits.
- (iii) Eligible employees will receive monthly PRIMP benefits equal to:
  - (a) the sum of the basic and supplementary benefit rates in effect under the provisions of the applicable Pension Plan at the date of commencement of PRIMP benefits, multiplied by
  - (b) the employee's credited service.

Eligible employees who have thirty (30) or more years of credited service, shall receive a special allowance amount which when added to the Basic Benefit will equal the amount of the total monthly benefit in effect under the provisions of the Pension Plan at the date of the commencement of the PRIMP benefits.

- (iv) Unless otherwise elected by both the employee and the surviving spouse (as defined in the applicable pension plan), PRIMP payments will be reduced by 5% of the amount calculated in (iii) above, excluding any supplementary benefit and special allowance amount, in order to provide PRIMP benefits to the surviving spouse,

in an amount equal to 66 2/3% of the portion of the employee's PRIMP benefit which is based upon the basic benefit amount, after the application of the 5% reduction.

In the event the employee's spouse predeceases the employee, the employee's unreduced PRIMP benefit will be payable, upon notification of the death of the spouse.

PRIMP benefits will be payable until the first date at which the employee is eligible (or would have been eligible in the event of the death of the employee), for a mutually satisfactory retirement under the Pension Plan, as described in (v) below.

- (v) Employees or surviving spouses in receipt of PRIMP benefits will be eligible for mutually satisfactory retirement benefits from the applicable pension plan at age 55 (or at the date the employee would have attained age 55, in the case of a surviving spouse), at which time the calculation of the pension payable will be based on the employee's credited service and benefit rates at the date of commencement of the employee's PRIMP benefits.
- (vi) Employees and surviving spouses will be eligible for continued health care and group insurance coverage while in receipt of PRIMP benefits.
- (vii) The amount of any PRIMP benefits paid to eligible employees shall be applied against, and limited by, the Income Security Fund Maximum Company Liability pursuant to Section 19, (19) of the Income Maintenance Benefit Plan, Exhibit D-1 attached to the current Collective Bargaining Agreement.
- (viii) Employees age 50 but not yet age 55 who are eligible for PRIMP benefits at the date of plant closure will also be eligible for the lump sum retirement allowance and associated vehicle voucher pursuant to the Miscellaneous Agreement Concerning Retirement Allowance Option--Job Security, Exhibit C.

Lana Payne  
National President, Unifor  
115 Gordon Baker Road  
Toronto, Ontario

Dear Ms. Payne:

During these negotiations the Union raised a concern about the time lapse that occurs between when an Employee's application for VTEP is received by the Company and the date of actual benefit payment. Section 5 of the Voluntary Termination of Employment Plan provides that an Employee's seniority is broken as of the date the VTEP application is received by the Company, thereby creating a period of time during which the Employee may be without income.

To address the problem, the parties have agreed that, the provision of Exhibit D-2, Section 5 to the contrary notwithstanding, an employee who is in receipt of Regular Benefits under the SUB Plan and/or IMP Benefits and who makes an application for VTEP Payment at anytime up to six (6) weeks prior to the last week for which the Employee is eligible to receive such Regular Benefits or IMP Benefit, shall have their seniority broken as of the end of the 6th week following the date the application for VTEP is received by the Company.

During such six (6) week period, Regular Benefits or IMP Benefits, as applicable, will continue to be payable so long as the employee remains eligible for such benefits. In addition, notwithstanding the provisions of Exhibit D-2, Section 2(b) the gross amount of any IMP Benefits paid during such six (6) week period between receipt of the VTEP application by the Company and payment of the VTEP Payment will be deducted from the VTEP Payment.

Yours truly,

GENERAL MOTORS OF CANADA COMPANY

Ritu Chatterjee  
General Director Labour Relations, Human Resources

Accepted and Approved:  
Unifor

By: Lana Payne  
National President, Unifor

## RECOVERY/OFFSET OF OVERPAYMENTS

Lana Payne  
National President, Unifor  
115 Gordon Baker Road  
Toronto, Ontario

Dear Ms. Payne:

During these negotiations the Union raised a concern regarding the method of recovery of IMP Income Benefit overpayments and the offset of CSUB overpayments from IMP Income Benefits.

To address these concerns, the Company agreed that:

- (a) Unrepaid CSUB overpayments, as referenced in Section 5 (b) of the Income Maintenance Plan, will be offset at a rate of \$150 against each IMP Income Benefit, or, in the case of an Employee who has not completed their eighth (8<sup>th</sup>) year of service, \$125, provided full repayment of the CSUB overpayment can be anticipated to be made during the employee's IMP Benefit Period; otherwise, the offset rate will be increased such that the full CSUB overpayment can be offset during the IMP Benefit Period.
- (b) IMP Benefit Overpayments, as referenced in Section 9 of the Income Maintenance Plan, will be recovered by making a deduction from future IMP Income Benefits (not to exceed \$150 from any one IMP Income Benefit), provided full recovery of the IMP overpayment can be anticipated to be made during the employee's remaining IMP Benefit Period; otherwise, the rate of deduction will be increased such that the full IMP overpayment can be recovered during the remaining IMP Benefit Period.

Yours truly,

Ritu Chatterjee  
General Director Labour Relations, Human Resources

Accepted and Approved:

Unifor  
By: Lana Payne, National President, Unifor



# **SUPPLEMENTAL AGREEMENT**

**Covering**

**UNIFOR-GM CANADIAN  
LEGAL SERVICES  
PLAN**

**Exhibit F**

**to**

**MASTER AGREEMENT  
DATED OCTOBER 10, 2023**

**Between**

**GENERAL MOTORS OF CANADA COMPANY**

**AND**

**UNIFOR AND**

**UNIFOR LOCAL No. 199  
UNIFOR LOCAL No. 222  
UNIFOR LOCAL No. 636**

**Dated: October 10, 2023  
(Effective date: September 24, 2023)**

**LEGAL  
Exhibit F**



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Memorandum of Agreement entered into this October 10, 2023 between General Motors of Canada Company, hereinafter collectively referred to as "the Company", and Unifor and its Locals No. 222, 199, and 636 hereinafter collectively referred to as "the Union" on behalf of the employees covered by the current Master Agreement of which this Supplemental Agreement is a part thereof as Exhibit F.

It is mutually agreed between the Company and the Union as follows:

## **Section 1**

**1.01 Establishment and Continuance of Plan.** The Unifor-GM Canadian Legal Services, Plan hereinafter referred to as the "Plan" was established as the UAW-GM Canadian Legal Services Plan for UAW Represented Hourly Employees of the Company as a Supplemental Agreement which was Exhibit F to the Master Agreement dated October 28, 1984 between the Company and the Union then known as the International Union, United Automobile, Aerospace and Agricultural Implement Workers of America and its Locals No. 222, 199, and 636 for the purpose of providing certain specified personal legal service benefits to Participants. In a 1987 Agreement, the Plan was continued for Unifor Represented Hourly Employees. The Plan covers legal services arising only under the laws of Canada and the United States of America, or any province, territory, state or any political subdivision thereof.

**1.02** The Company, Unifor, hereinafter specifically referred to as the "National Union Unifor" and Locals No. 222, 199, and 636 hereby agree to continue the Plan in its amended form as set forth herein for the duration of the current Master Agreement of which this Supplemental Agreement with respect to the Plan forms a part thereof as Exhibit F.

**1.03** The Plan covers Employees, Retirees and Covered Dependents.

**1.04 Inclusion of other Employees and Retirees.** Any other Employees or Retirees of the Company (or of any domestic subsidiary of the Company), and where such retiree is an individual who was formerly such an employee represented by National Union Unifor or any of its local unions, being any local union of the National Union Unifor, by written agreement between the Company or the domestic subsidiary and the National Union Unifor or any such local union may be deemed

and treated as Employees or Retirees covered by this Plan, but nothing herein shall constitute such other Employees or Retirees and the Employees or Retirees therefore covered by the Plan a single unit appropriate for the purpose of collective bargaining, or be evidence that they constitute such a unit.

## **Section 2. Definitions**

**2.01 Benefits:** means the specified, personal legal services and related items, which are necessary and appropriate to the particular legal matter covered by the Plan.

**2.02 Committee:** means the Administrative Committee, as provided for in Section 3 of this Plan.

**2.03 Cooperating Lawyer:** means a Lawyer, other than a full or part time employee of the Plan, who has contracted with the Plan to provide one or more Benefits to Participants.

**2.04 Covered Dependent:** means individual(s) related to an Employee or Retiree in any of the following ways:

**(a) Spouse:** means the individual currently married to an Employee or Retiree under the laws of the relevant jurisdiction. A spouse by common-law marriage is a Covered Dependent only where such a relationship with the Employee or Retiree has existed for a period of not less than one (1) year. A person of the same sex who has been residing with the Employee and Retiree in a conjugal relationship is a Covered Dependent only where such a relationship with the Employee or Retiree has existed for a period of not less than a year and the covered dependent has been publicly represented by the employee as the employee's spouse. Spouse includes the unmarried, Surviving Spouse of a deceased Employee or Retiree. Each Employee or Retiree may have only one (1) Spouse for the purposes of this Plan and if there is more than one (1) Spouse, the Employee or Retiree shall designate which spouse is eligible for the Plan.

**(b) Surviving Spouse:** means an Employee's or a Retiree's Spouse who survives such person, and who is eligible for surviving spouse benefits under The General Motors Canadian Hourly-Rate Employees Pension Plan (Exhibits A and A-1 of the current Master Agreement), survivor income benefits under the Group Life and Disability Program (Exhibits B and B-1 of the current Master Agreement) or health care coverage under the Health Care Insurance Program (Exhibits G and G-1 of the

current Master Agreement). An individual shall cease being a Surviving Spouse on remarriage.

**(c) Eligible children:** provided they meet the requirements of this subsection:

**(i) Personal Status** - the child must be the child by birth, legal adoption, or legal guardianship; of the Employee or Retiree, or of the Spouse of an Employee or Retiree;

**(ii) Marital Status** - the child must be unmarried;

**(iii) Residency** - the child must reside with the Employee, Retiree, Spouse or Surviving Spouse as a member of such Employee's, Retiree's, Spouse's or Surviving Spouse's household, or such Employee, Retiree, Spouse or Surviving Spouse must be legally responsible for the child (e.g., child of divorced parents, legal ward, child confined to training institution, child in school);

**(iv) Dependency** - the child must be dependent, within the meaning of the *Income Tax Act* of Canada, upon the Employee, Retiree, Spouse or Surviving Spouse.

Eligibility under Section 2.04(c) ceases at the end of the calendar year in which the child becomes age 25, unless prior to such date the child has been determined to be totally and permanently disabled. For the purposes of this subsection "totally and permanently disabled" shall mean having any medically determinable physical or mental condition which prevents the child from engaging in substantial gainful activity and which can be expected to result in death, or to be of long-continued or indefinite duration, provided that each disabled child who has reached the end of the calendar year in which such child attained 25 years of age must legally reside with or be a member of the household of the Employee, Retiree, Spouse or Surviving Spouse and must be dependent upon the Employee, Retiree, Spouse or Surviving Spouse.

For the purposes of this Section, children of the Employee or Retiree shall include the after-born child by birth of a deceased Employee or deceased Retiree.

**2.05 "Legal Services Plan Funding Excess":** means the dollar amount by which the cumulative contributions required by

section 6.02 of this Plan exceed the cumulative operating expenses of the Plan.

**2.06 "Special Canadian Contingency Fund Balance":** means the dollar amount as determined under Section 3 of the Memorandum of Understanding Covering Special Canadian Contingency Fund between General Motors of Canada Company and National Union Unifor and its Locals 222, 199, and 636.

**2.07 Director:** means the individual appointed by the Committee, who is responsible for administering the Plan, set out in 3.01(e) of this Plan.

**2.08 Employee:** means any individual hired prior to October 1, 2012, or if hired or rehired on or after October 1, 2012 and upon completion of the first (1<sup>st</sup>) year of service, who is actively employed by the Company in Canada on an hourly-rate basis, or who retains seniority rights under the terms of the Master Agreement in Canada, and who is also a member of the bargaining unit as defined in the current Master Agreement, represented by the Union.

**2.09 Fund:** means the fund of assets established and maintained to provide Benefits under the Plan, as set out in Section 6 hereof.

**2.10 Lawyer:** means an individual licensed to practice law in the relevant province and for the purposes of this Plan includes a notary in Quebec and a notary in British Columbia.

**2.11 Legal Worker:** means any individual, other than a Lawyer or clerical employee, who is employed by the Plan, either on a full or part-time basis, to assist a Lawyer or Cooperating Lawyer in providing Benefits.

**2.12 Master Agreement:** means any Collective Agreement between the Company and the Union which incorporates this Plan by reference.

**2.13 Participant:** means an eligible Employee, Retiree and/or Covered Dependent as defined in this Section 2.

**2.14 Retiree:** means any individual who was formerly an Employee hired prior to October 1, 2012, who is eligible for benefits, other than a deferred pension, under the General Motors Canadian Hourly-Rate Employees Pension Plan, as

amended from time to time. Retiree also includes any individual who was formerly an Employee hired on or after October 1, 2012 who was at least fifty-five (55) years of age and had ten (10) or more years of company seniority on their last day worked.

**2.15 Staff Lawyer:** means a Lawyer employed by the Plan on a full or part-time basis, other than a Cooperating Lawyer.

### **Section 3. Administration**

**3.01 Allocation of Power and Duties.** The Plan shall be administered by the following, who shall have the powers and duties specified herein and none other:

- (a) Union:** name and monitor its members of the Committee, as provided in 3.02 below.
- (b) Company:** name and monitor its members of the Committee, as provided in 3.02 below.
- (c) Independent Member:** act as Chairperson of the Committee, and carry out such other responsibilities as may be delegated by the Committee members.
- (d) Committee:** The Committee shall have such powers and duties, not otherwise assigned by this Section, as are necessary for proper administration of the Plan, including, but not limited to, the following:
  - (i)** Select, appoint, remove, direct, and monitor the Director.
  - (ii)** Receive the Director's recommendations for staff assistants, and if appropriate to select, appoint, remove, direct and monitor such staff assistants.
  - (iii)** Provide a mechanism, as set out in 3.03 below, for review and adjudication of the appeal of individuals dissatisfied with the actions of the Director, or any representative of the Plan.
  - (iv)** In its sole discretion, establish limitations of any Benefit including related fees, but may not expand benefits or add additional benefits beyond those specified in Section 5 below.

- (v) Prescribe uniform rules and regulations, consistent with the provisions of this Plan, for determining an individual's eligibility for Benefits, and for determining whether a claimed Benefit is covered or not.
- (vi) Prescribe uniform procedures to apply for Benefits under the Plan, and for furnishing evidence necessary to establish entitlement to such Benefits.
- (vii) In its discretion, prescribe uniform procedures for evaluating Benefit usage under the Plan, and collecting data thereon.
- (viii) Either directly or by delegation, request disbursement from the Fund in accordance with provisions of the Plan, and receive such disbursements. Establish and maintain such depository and other accounts as may be required.
- (ix) Receive a report, not less frequently than quarterly, together with an annual report, from the Director on the operation and status of the Plan.
- (x) Receive a report, not less frequently than annually, from the trustee or bank on the status of the Fund.
- (xi) Prescribe procedures for providing Benefits under the Plan.
- (xii) Delegate any of the above powers and duties in such manner as the Committee considers necessary and proper.
- (xiii) In its sole discretion to permit Staff Lawyers to represent Participants on a fee for service basis in mixed benefit matters which exceed the prepaid limit and on referral benefits in accordance with the fees set forth in the Plan Fee Schedule as determined by the Committee from time to time, provided such benefit is not excluded by 5.05 Exclusions.

(e) **Director:** In addition to those delegated by the Committee, the Director shall have the following powers and duties.

- (i) Act as the chief executive officer of the Plan.

- (ii) When duly authorized, take such action in the name of the Plan or the Committee as is necessary to administer the Plan.
- (iii) Keep the books and records of the Plan and, not less frequently than annually, cause those books to be audited by an independent Chartered Accountant.
- (iv) Prepare, file and provide to relevant Participants, all required documents and forms in the manner and with the frequency required by law and regulations thereunder.
- (v) Receive applications for Benefits under the Plan.
- (vi) Make initial determination of eligibility for and amount of Benefits.
- (vii) Prepare, and recommend to the Committee an annual budget for the Plan.
- (viii) Prepare, and present to the Committee quarterly and annual reports on the operation and status of the Plan.
- (ix) Select and hire, under procedures approved by the Committee, a financial officer(s), all necessary Staff Lawyers, Legal Workers, clerical personnel, and such other personnel as are necessary for the operation of the Plan.
- (x) Negotiate and enter into contracts with Cooperating Lawyers, under such terms and conditions as the Committee may set.
- (xi) Implement procedures, as appropriate, for evaluating Benefit usage under the Plan. Advise and inform the Committee on patterns of Benefit usage. Recommend changes which may be helpful in delivering Benefits and otherwise accomplishing the purposes of the Plan.

**3.02 Structure and Operation of the Committee.** The Committee shall have the following structure and functions:

**(a) Appointment.** The Committee shall consist of three (3) members appointed by the Company (hereinafter referred to as Company Members); three (3) members appointed by National

Union Unifor (hereinafter referred to as Union Members); and, as Chairperson of the Committee, an Independent Member mutually satisfactory to the Company and the National Union Unifor. Either the Company or National Union Unifor may appoint alternate member(s). The National Union Unifor may remove any Committee Member, or alternate, appointed by it. The Company may remove any Committee Member, or alternate, appointed by it. Any removal or appointment shall be effective upon receipt of written notification by the remaining members of the Committee.

**(b) Compensation.** Union and Company members of the Committee will serve without compensation from the Plan. The compensation of the Chairperson will be paid by the Plan, and will be set by majority vote of the Committee.

The Plan will procure the appropriate fiduciary duty, errors and omissions and related insurance coverage for Committee members, administrative personnel and Staff Lawyers. The Plan will bear the cost of such insurance coverage.

**(c) Quorums and Decision.** To constitute a quorum at any Committee meeting, at least two (2) Union members and two (2) Company members shall be present. At all Committee meetings, the Company members shall have three (3) votes and the Union members shall have three (3) votes. The vote of any absent or abstaining member shall be equally divided between the other members present appointed by the same party. Decisions of the Committee shall be by majority of votes cast and the result shall be final and binding. In the event of a tie vote, the Chairperson shall cast the deciding vote.

**(d) Frequency of Meetings.** The Committee shall meet not less frequently than quarterly. Formal minutes of Committee meetings shall be prepared and kept.

**(e) Requests for Funds.** The Committee shall not request disbursements from the assets of the Fund unless the disbursement is pursuant to the provisions of the Plan.

**(f) Limitation on Authority.** The Committee shall have no power to add to, subtract from, or modify any of the terms of this Plan, or to waive or fail to apply any requirement of eligibility for a Benefit under the Plan, except as provided by the Plan. In particular, the Committee shall have no authority to modify or delete any of the exclusions set out in 5.05.

**3.03 Appeal Procedure.** Any Participant who, for any reason, is dissatisfied with any action or inaction of a Staff Lawyer, Cooperating Lawyer or Legal Worker in connection with the Plan has a right to complain in writing to the Director, who shall within thirty (30) days prepare a written decision and furnish the Participant with a copy of such written decision. A Participant who is dissatisfied with the Director's decision may, within thirty (30) days after the date of the decision, appeal to the Committee. Appeals shall be in writing and shall specify the reasons claimed to justify a reversal or modification of the Director's decision. The Committee may, by majority vote, adopt procedures governing the handling and types of appeals which it will review. The Committee shall review the merits of any appeal. If the Committee allows an appeal, the Director shall give the Participant written notice of the Committee's decision, which shall be final and binding on all parties. If the Committee disallows an appeal, the decision of the Director shall be final and binding on all parties, and the Director shall so notify the Participant in writing.

**3.04 Responsibility of Committee Members.** Each Committee member may rely upon any such direction, information or action of another Committee member as being proper under this Plan and is not required to inquire into the propriety of any such direction, information or action.

**3.05 No Enlargement of Rights.** The Company's and the Union's rights under existing collective bargaining agreements shall not be affected by reason of any of the provisions of this Plan.

#### **Section 4. Eligibility**

**4.01 Eligible Persons.** The following individuals shall be eligible to receive the Benefits set out in Section 5, provided the individual makes timely and adequate application therefore;

**(a)** Employees with at least one (1) year of seniority, (with Benefits starting on the first (1<sup>st</sup>) day of the thirteenth (13<sup>th</sup>) month following date of company seniority) provided however that eligibility ceases for any such Employee who has been continuously laid off for a period exceeding eighteen (18) months after the month in which such Employee's layoff began except eligibility will continue for a maximum of twenty-four (24) months for any Employee laid off pursuant to the Job

Security Program, as described in Document 12 of the Master Agreement, if such Employee is eligible to retire at the expiration of the layoff.

- (b) Covered Dependents, including the Spouse and Surviving Spouse, of Employees eligible under 4.01(a), provided however eligibility shall continue for thirty (30) days after the death of the Employee or of the Surviving Spouse.
- (c) Retirees and their Covered Dependents, including Spouse and Surviving Spouse.
- (d) For estate matters only, personal representatives of the estates of those persons who at the date of their death were eligible to receive benefits under any of sub-sections (a), (b) or (c) above.

**4.02 Loss of Seniority.** Any otherwise eligible Employee who has lost seniority under the terms of the Master Agreement, of which this Plan is a part, shall not be eligible to receive Benefits under this Plan. If such an Employee is reinstated and reacquires seniority, the Employee's eligibility, if any, shall resume on the effective date that such Employee reacquires seniority. However, eligibility of such Employee shall not terminate while a grievance is being pursued by the Union under the said Master Agreement.

## **Section 5. Benefits**

**5.01** Subject to the limitations and exclusions of this and other Sections of the Plan, the Plan will provide for the Benefits set out in this section to all Participants who meet the eligibility requirements of Section 4 above.

**5.02 Benefit Definition.** For the purposes of this section, the following definitions apply:

- (a) Prepaid Benefit: means the Benefit for which the Plan will pay all lawyer fees in accordance with the Plan Fee Schedule (attached hereto as Attachments 1, 2 and 3 and forming part of the Plan) as determined by the Committee from time to time.
- (b) Mixed Benefit: means a Benefit for which the Plan will pay part of the lawyer fees in accordance with the Plan Fee Schedule as determined by the Committee from time to time.

The remainder of the lawyer's fees will be charged to the Participant in accordance with the Plan Fee Schedule.

**(c) Referral Benefit:** means a Benefit for which the Plan will refer the Participant to a cooperating lawyer, if available, who will only charge the Participant lawyer fees in accordance with the Plan Fee Schedule as determined by the Committee from time to time.

**5.03 Provision of Benefits.** The following Benefits shall be provided, subject to the limitations and exclusions set out in this and other sections of the Plan, as determined by the Committee from time to time:

I.	Wills and Estates	Benefit
1.	Wills	Prepaid
2.	Powers of Attorney	Prepaid
3.	Inter Vivos Trusts	Referral
4.	Estate Administration	
	(a) Lawyer's Work	Mixed
	(b) Estate Trustee's Work	Referral
5.	Litigation or Election	
	Under Family Law Reform Act	Mixed
6.	Other (e.g. appeals)	Referral
II.	Real Estate	
1.	Purchase, including incidental mortgages (Personal Use Only; 2 Year Rule)	Prepaid
2.	Sale, including incidental discharges (Personal Use Only; 2 Year Rule)	Prepaid
3.	Drafting of Agreement of Purchase and Sale	Prepaid
4.	Transfer, assignment, quit claim, discharge	Prepaid
5.	New Mortgage - not incidental to purchase	Prepaid
6.	Foreclosure or Power of Sale	Mixed
7.	Litigation	Mixed
8.	Other (e.g. appeals)	Referral

III. Tenants' Rights

1. Non Litigation	Prepaid
2. Litigation	Mixed
3. Other (e.g. appeals)	Referral

IV. Family

A. Uncontested Matters

1. Guardianship or Committee of Minor or Mental Incompetent	Prepaid
2. Private Adoption	Prepaid
3. Change of Name	Prepaid
4. Domestic Contract	Prepaid
5. Divorce or Annulment	Prepaid

B. Uncontested Matters Not Listed Above and Contested Matters

Mixed

C. Other (e.g. appeals)

Referral

V. Civil Litigation

1. Personal Injury	Referral
2. Property Damage	Mixed
3. Wrongful Dismissal, Professional Malpractice	Mixed
4. Other (e.g., appeals)	Referral

VI. Criminal and Motor Vehicle

1. Motor Vehicle

(a) Non-moving	Referral
(b) Moving	Mixed
2. Criminal	Mixed
3. Pardon	Mixed
4. Estreat of Bail	Mixed
5. Suspension of Driver's License For Medical Reasons	Mixed
6. Other (e.g. appeals)	Referral

## VII. Consumer/Debtor

1. Defence of Collection Actions on Personal/Family Debts	Mixed
2. Personal Bankruptcy	Mixed
3. Consumer Transactions	Mixed
4. Insurance Claims or loss of coverage	Mixed
5. Other (e.g. appeals)	Referral

## VIII. Administrative Law

1. Veterans Benefit	Mixed
2. Social Assistance Claim	Mixed
3. Citizenship, Immigration Deportation	Mixed
4. Claims to Taxes by Government	Mixed
5. Canada/Quebec Pension Plan	Mixed
6. Revenue Ministry	Mixed
7. Property Tax Assessment Dispute	Mixed
8. Other (e.g. tax planning, appeals)	Referral

**5.04 Discretionary Limitations.** Notwithstanding any other section of the Plan, any Benefit shall be subject to such limitations as the Committee, in its sole discretion, may impose. The Plan shall not provide nor shall it be liable for Benefits in excess of such limitations.

**5.05 Exclusions.** Notwithstanding section 5.03 above, the Plan shall not provide Benefits, or in any other manner pay for the following:

- a)** Any proceeding involving the Company and/or General Motors LLC, their subsidiaries, their dealers, their directors or any of their officers or agents;
- (b)** Any proceeding involving the Union, any of its subordinate or affiliated bodies, or the officers, or agents of

such, or against any labour union or association representing Employees of the Company;

(c) Any proceeding arising under the applicable labour relations acts, labour codes, labour standards acts, as may be amended;

(d) Fines and penalties, whether civil or criminal;

(e) Any judgment for civil damages, including judicially awarded costs;

(f) Any action pending on or before the effective date of the Plan;

(g) Legal services which are for a Participant's business, it is understood between the parties that real estate matters involving personal use properties containing three (3) units or less are not for a Participant's business;

(h) Any proceeding involving another eligible Participant as an adverse party, unless the Participants are separately represented by Lawyers who are not in a conflict of interest position;

(i) Costs attendant to the purchase or sale of real estate, such as registration fees, land transfer taxes, surveys, real estate agent fees and fees for title searches;

(j) Matters involving Federal, Provincial, Municipal or Local election to any public office;

(k) Workers' Compensation or Unemployment Insurance matters involving the Company;

(l) Any bankruptcy proceeding that would result in discharge of a debt owed to the Company, to General Motors LLC, their subsidiaries, dealers, or any of their directors, officers or agents, the Union, or any benefit plan or trust established or maintained by the Company;

(m) Any dispute involving the Plan;

(n) Proceedings involving any benefit plan or arising out of any benefit plan established or maintained by the Company, including proceedings against any trust or insurance carrier

through which such benefits are provided to the Company, its Employees or Retirees; and

(o) All disbursements such as court filing fees, process serving, transcripts, expert witnesses.

**5.06 Co-ordination of Benefits.** The Plan shall not be liable to provide Benefits in any matter to the extent that the Participant has a right to substantially identical benefits under the terms of an insurance contract, or any other legally-enforceable arrangement. Where multiple coverage results under this Plan by reason of the relation of two (2) or more Participants, the Plan shall co-ordinate pre-paid benefits. If any insurance contract or any other legally enforceable arrangement exists, the services under this Plan shall be secondary to such other coverage.

**5.07 Nonassignment of Benefits.** Assignment, pledge or encumbrance, of any kind, of Benefits under this Plan shall not be permitted or recognized under any circumstances. Nor shall Benefits be subject to attachment or other legal process for debts of Participants, or Covered Dependents. In the event of any such assignment or attachment of any kind, the Benefit shall automatically terminate and thereafter may be applied by the Committee, in its discretion, for the benefit of the Participant or Covered Dependent.

## **Section 6. Financing**

**6.01** A Fund shall be established by the Company and held by a corporate trustee(s) or bank(s) and used to pay Benefits for Participants and pay administrative expenses of the Plan. The Company shall select such corporate trustee(s) or bank(s) and enter into any appropriate agreement for such purposes. The Fund will consist of the monies transferred to it from the Company. The trustee or bank shall retain all assets of the Fund, including investment income, if any, for the exclusive benefit of Participants, and it shall be used to pay Benefits for Participants or to pay administrative expenses of the Plan. The assets of the Fund shall not revert to or inure to the benefit of either the Company or the Union.

**6.02** The Company will make available for funding the Plan and transfer on a monthly basis to the Plan, monies in an amount sufficient for the administration and provision of the required benefits of the Plan as determined by the Legal Services Plan and as provided for under this Supplemental Agreement.

## **Section 7. General Provisions**

**7.01** This Plan creates no vested rights of any kind. No Participant, nor any person claiming through such Participant, shall have any right, title or interest in or to the Fund, or other property of the Plan, or part thereof.

**7.02** No matter respecting the delivery or non-delivery of the Benefits provided under the provisions of this Plan shall be subject to the Grievance Procedure established in the current Master Agreement of which this Plan is a part.

**7.03** The Company and Union, by mutual agreement, may modify, amend, or terminate this Agreement, in whole or in part.

**7.04** Provided that the assets of the Fund are adequate, no termination of the Plan shall deprive a Participant of legal representation in a matter pending in a court or administrative agency on the date of termination. Rather, the Committee shall, if possible, make appropriate arrangements for representation of the Participant to the conclusion of the matter, or for one (1) year following the date of termination, whichever is lesser. The Plan shall have no liability for representation of the Participant beyond that period. If the assets of the Fund are not adequate to provide such post-termination representation, the Committee shall prorate the Benefits based on the available assets, after deducting necessary administrative expenses.

**7.05** Upon termination of this Plan, the Benefits payable shall be only such as can be provided by the assets of the Fund when distributed pursuant to this Section.

**7.06** The Company and Union shall make any amendments which are required by the Revenue Ministries and other governmental authorities to qualify the Plan under applicable legislation and maintain same.

Furthermore, implementation of the Plan shall be subject to subsequent receipt by the Company of rulings satisfactory to the Company from proper governmental authorities:

**(a)** that implementation of such Plan will not have any adverse effect upon any other favourable rulings previously received by the Company, and

**(b)** that the Company contribution under this Plan is acceptable to the Revenue Ministries as a legitimate business expense deductible from Company income under the provisions of applicable income tax acts.

The Company shall apply promptly for such rulings.

**7.07** This Plan shall continue and remain in effect during the term of the 2023 GM-Unifor Master Agreement of which this Plan is a part.

In witness whereof, the Company, the National Union Unifor and the Local Unions have caused this Plan to be executed by their duly authorized representatives as of the day and year first above written.

**Unifor**

L. PAYNE  
L. POIRIER  
S. WARK  
D. CHIODO  
A. DICARO  
S. KAKAN  
L. CONTINI

**General Motors of  
Canada Company**

R. CHATTERJEE  
J. MCPHERSON  
N. JOHNSON  
D. COURTNEY  
R. WARLICH  
S. RUDDACH  
M. WEIGEL  
C. RADTKE  
K. BIDGOOD

**Unifor**

**General Motors of  
Canada Company**

**Local No. 222, Unifor**

J. GALE  
C. WAUGH  
B. TROKE  
B. NICHOLLS  
S. PEARCE  
J. GRAY

C. THOMSON  
J. BOODRAM  
V. BONE

**Local No. 199, Unifor**

T. LONGPRE  
T. VERDE  
S. LITTLE  
J. LENNOX  
S. KUCZMA

G. COPLAND  
J. BESCH

**Local No. 636, Unifor**

C. WARNOCK

R. VAN SLYKE

**UNIFORM LEGAL SERVICE PLAN**  
**FEES SCHEDULE**

<b>Legal Problems</b>		<b>* Plan Pays</b>	<b>** Participant Pays</b>
<b>I. WILLS AND ESTATES</b>			
1.	a) Single Will (Primary will only)	<b>\$125. (B)</b>	NIL
	b) Will for Spouse (Primary will only)	<b>\$60. (B)</b>	NIL
2.	a) Single Property (Financial) Power of Attorney	<b>\$70. (B)</b>	NIL
	b) Property (Financial) Power of Attorney for Spouse	<b>\$35. (B)</b>	NIL
	c) Single Personal Care (Medical) Power of Attorney	<b>\$45. (B)</b>	NIL
	d) Personal Care (Medical) Power of Attorney for Spouse	<b>\$25. (B)</b>	NIL
	<i><b>NOTE: The Plan does not pay extra for (i.e. the block fee includes) additional powers of attorney naming alternate or substitute attorneys.</b></i>		
	<i><b>The Plan does not pay extra for (i.e. the block fee includes) "living wills", medical directives or other personal care instructions or wishes made in in connection with a personal care power of attorney.</b></i>		
3.	Estate Administration		
	a) Lawyer's Work		
	(i) Deceased was Plan member on date of death <u>and</u>	<b>\$125. per hour up to \$250.</b>	\$125. per hour
	(ii) Estate Trustee is a Plan member <u>and</u> a beneficiary	<b>\$125. per hour up to \$250.</b>	\$125. per hour
	(iii) other than (a) (i) or (a) (ii), above	<b>\$125. per hour up to \$250.</b>	\$250. per hour
	b) Estate Trustee's Work (and guardian's work)		
	(i) same as (a) (i), above	<b>NIL</b>	\$125. per hour

(ii) same as (a) (ii), above	<i>NIL</i>	\$125. per hour
(iii) same as (a) (iii), above	<i>NIL</i>	\$250. per hour
Litigation Acting for Estate		
a) claim is \$10,000 or less		
(i) same as 3(a)(i), above	<i>\$125. per hour up to \$500.</i>	\$125. per hour
(ii) same as 3(a)(ii), above	<i>\$125. per hour up to \$500.</i>	\$125. per hour
(iii) same as 3(a)(iii), above	<i>\$125. per hour up to \$500.</i>	\$125. per hour
b) claim is over \$10,000		
(i) same as 3(a)(i), above	<i>\$125. per hour up to \$1,250.</i>	\$125. per hour
(ii) same as 3(a)(ii), above	<i>\$125. per hour up to \$1,250.</i>	\$125. per hour
(iii) same as 3(a)(iii), above	<i>\$125. per hour up to \$1,250.</i>	\$125. per hour
Litigation Acting for Plan Member Contesting the Estate		
a) claim is \$10,000 or less	<i>\$125. per hour up to \$500.</i>	\$125. per hour
b) claim is over \$10,000	<i>\$125. per hour up to \$1,250.</i>	\$125. per hour
OTHER: (e.g. complicated estate planning, inter vivos trust, secondary and additional wills, appeals)	<i>NIL</i>	\$125. per hour
<b>REAL ESTATE</b>		
Purchase, including incidental mortgages		
a) personal use property (2 year Rule)	<b>\$675. (B)</b>	\$675. (B)
b) other	<i>NIL</i>	<i>NIL</i>
c) aborted transactions		
Sale, including incidental discharges		
a) personal use property (2 year Rule)	<b>\$450. (B)</b>	\$450. (B)

REAL ESTATE

**REAL ESTATE**

Purchase, including incidental mortgages

- personal use property (2 year Rule)
- other
- aborted transactions

Sale, including incidental discharges

- personal use property (2 year Rule)

### §675. (B)

<b>\$675. (B)</b>	<b>NIL</b>	<b>\$675. (B)</b>
<i>NIL</i>		
<b>\$125. per hour up to \$675.</b>		

b)	estate property where 3 (a)(i) or (ii) in Wills & Estates applies	<i>NIL</i>		
c)	estate property where 3 (a) (iii) in Wills & Estates applies	<i>NIL</i>		
d)	other	<i>NIL</i>		
e)	aborted transactions	<i>\$125. per hour up to \$450.</i>		
3.	Drafting, negotiating and/or making major amendments to Agreement of Purchase and Sale (does not include review or minor amendments)	<i>\$125. per hour up to \$250.</i>		
a)	personal use property (2 year Rule)	<i>\$125. (B)</i>		
b)	other	<i>NIL</i>		
4.	Transfer, assignment, quit claim, discharge (not incidental to purchase or sale or new mortgage); mortgage extension, renewal or amendment; Declaration of Survivorship, Transmission Application	<i>\$125. (B)</i>		
a)	personal use property	<i>NIL</i>		
b)	estate property where 3 (a)(i) or (ii) in Wills & Estates applies	<i>NIL</i>		
c)	estate property where 3 (a) (iii) in Wills & Estates applies	<i>NIL</i>		
d)	other	<i>NIL</i>		
5.	New mortgage - not incidental to purchase (includes incidental discharges)	<i>\$400. (B)</i>		
a)	personal use property	<i>NIL</i>		
b)	other	<i>NIL</i>		
6.	Foreclosure or Power of Sale	<i>\$125. per hour up to \$2,500.</i>		
7.	Litigation			

8.	<b>III. TENANT'S RIGHTS</b>			
	1.	Non Litigation (personal use property)	\$125. per hour up to \$500.	\$125. per hour
	2.	Litigation (personal use property)	\$125. per hour up to \$2,500.	\$125. per hour
	a)	Monetary claim only and \$10,000. or less	\$125. per hour up to \$500.	\$125. per hour
	b)	Claim is over \$10,000. or non-monetary (e.g. eviction)	\$125. per hour up to \$2,500.	\$125. per hour
	3.	OTHER: (e.g. appeals)	<i>NIL</i>	\$125. per hour
	<b>IV. FAMILY</b>			
	1.	<i>Uncontested Matters (no issues in dispute)</i>		
	a)	Guardianship or Committee of Minor or Mental Incompetent	\$500. (B)	NIL
	b)	Private Adoption	\$450. (B)	NIL
	c)	Change of Name	\$250. (B)	NIL
	d)	Domestic Contract	\$500. (B)	NIL
	e)	Divorce or Annulment		
	i)	i) Lawyer for Applicant	\$500. (B)	NIL
	ii)	ii) Lawyer for Respondent	\$125. per hour up to \$500.	\$125. per hour
	2.	<i>Uncontested Matters not listed above</i>	\$125. per hour up to \$500.	\$125. per hour
	3.	<i>Contested Matters</i>	\$125 per hour up to \$1,500	\$125. per hour
	4.	OTHER: (e.g. appeals)	<i>NIL</i>	\$125. per hour

	<b>CIVIL LITIGATION</b>	
1.	Personal injury (only or in addition to property damage)	\$125. per hour up to \$250.
2.	Property Damage Only (i.e. no personal injury)	\$125. per hour up to \$250.
3	Wrongful dismissal, professional malpractice, libel, slander	\$125. per hour up to \$250.
4.	OTHER: (e.g. appeals)	<i>Nil</i>
	<b>CRIMINAL AND MOTOR VEHICLE</b>	
1.	Motor Vehicle	
	a) non-moving	<i>Nil</i>
	b) moving	\$125. per hour up to \$500
2.	Criminal offences, pardons, estreat of bail	\$125. per hour up to \$500.
	Suspension of driver's licence for medical reasons (initial hearing only)	\$125. per hour up to \$2,500.
3.		
4.	OTHER: (e.g. appeals)	<i>Nil</i>
		\$125. per hour
	<b>CONSUMER/DEBTOR</b>	
1.	Defence of collection actions on personal/family debts (does not include items listed in Schedule VII or judgements for personal injury or family law support)	
	a) claim is \$10,000. or less	\$125. per hour
	b) claim is over \$10,000.	\$125. per hour
2.	Personal Bankruptcy (does not include services ordinarily performed by Trustee or Official Receiver)	
	a) claim is \$10,000. or less	\$125. per hour up to \$500.
		\$125. per hour

b) claim is over \$10,000.	<i>\$125. per hour up to \$2,500.</i>	\$125. per hour
Consumer transactions (e.g. contracts, warranties)		
a) claim is \$10,000. or less	<i>\$125. per hour up to \$500.</i>	\$125. per hour
b) claim is over \$10,000.	<i>\$125. per hour up to \$2,500.</i>	\$125. per hour
Insurance claims or loss of coverage		
a) claim is \$10,000. or less	<i>\$125. per hour up to \$500.</i>	\$125. per hour
b) claim is over \$10,000.	<i>\$125. per hour up to \$2,500.</i>	\$125. per hour
OTHER: (e.g. appeals)	<i>Nil</i>	\$125. per hour
<b>IV. ADMINISTRATIVE LAW</b>		
Veterans Benefit, Social Assistance Claim (includes Employment Insurance, Workplace Safety and Insurance Board Claim, and Criminal Injuries Compensation) (initial hearing only)		
a) claim is \$10,000. or less	<i>\$125. per hour up to \$500.</i>	\$125. per hour
b) claim is over \$10,000.	<i>\$125. per hour up to \$2,500.</i>	\$125. per hour
Citizenship, Immigration, Deportation (initial hearing only)		
a) claim is \$10,000. or less	<i>\$125. per hour up to \$500.</i>	\$125. per hour
b) claim is over \$10,000.	<i>\$125. per hour up to \$2,500.</i>	\$125. per hour
Canada/Quebec Pension Plan (initial hearing only)		
a) claim is \$10,000. or less	<i>\$125. per hour up to \$500.</i>	\$125. per hour
b) claim is over \$10,000.	<i>\$125. per hour up to \$2,500.</i>	\$125. per hour
Claims to taxes by government (does not include tax planning or		

VIII. ADMINISTRATIVE LAW

- 1.1. Veterans Benefit, Social Assistance Claim (includes Employment Insurance, Workplace Safety and Insurance Board Claim, and Criminal Injuries Compensation) (initial hearing only)
  - a) claim is \$10,000. or less
  - b) claim is over \$10,000.
- 1.2. Citizenship, Immigration, Deportation (initial hearing only)
  - a) claim is \$10,000. or less
  - b) claim is over \$10,000
- 1.3. Canada/Quebec Pension Plan (initial hearing only)
  - a) claim is \$10,000. or less
  - b) claim is over \$10,000.
- 1.4. Claims to taxes by government (does not include tax planning or preparing tax returns); audits, administrative proceedings (initial hearing only), property tax assessment disputes (initial hearing only)

			\$125. per hour
a)	claim is \$10,000, or less		\$125. per hour up to \$500.
b)	claim is over \$10,000.		\$125. per hour up to \$2,500.
	OTHER: (e.g. tax planning, appeals)		<i>NIL</i>

**Plan Benefit** nil or block fee (B) or \$125. per hour up to maximum fee as indicated; Plan benefit does not include HST or any other taxes.

**Participant Pays nil or block fee (B) or \$125. Per hour as indicated (plus taxes, disbursements and title search fees).**

**NOTE:** Conflicts with Spouse or Dependent: In these situations, coverage for the Spouse or Dependent is limited up to one hour reimbursement only.

**NOTE: This Benefit Schedule does not apply unless you are using a Staff Lawyer or a Co-operating Lawyer or a Co-operating Notary. If you are using Non-co-operating Lawyer or a Non-co-operating Notary, please contact the Plan for a Reimbursement Schedule.**



# **Supplemental Agreement**

**Covering**

**HEALTH CARE  
INSURANCE PROGRAM**

**Exhibit G**

**to**

**AGREEMENT**

**Between**

**GENERAL MOTORS OF CANADA COMPANY**

**AND**

**UNIFOR AND**

**UNIFOR LOCAL No. 199**

**UNIFOR LOCAL No. 222**

**UNIFOR LOCAL No. 636**

**Dated: October 10, 2023  
Effective: September 24, 2023**

**HEALTH  
Exhibit G**



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**CANADIAN  
SUPPLEMENTAL  
AGREEMENT**

**EXHIBIT G**

**HEALTH CARE INSURANCE PROGRAM**

**2023 CANADIAN SUPPLEMENTAL AGREEMENT  
HEALTH CARE INSURANCE PROGRAM**

On this October 10, 2023, General Motors of Canada Company referred to hereinafter as the Company, and Unifor Local No. 222; Unifor Local No. 199; and Unifor Local No. 636, and Unifor, said Local Unions and National Union Unifor being referred to jointly hereinafter as the Union, on behalf of the employees covered by the Collective Bargaining Agreement of which this Supplemental Agreement becomes a part, agree as follows:

## **Section 1. Establishment of Program**

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

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

## **Section 2. Financing**

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

**(b)** The Company by payment of its contributions shall be relieved of any further liability with respect to the benefits provided under the Program.

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

Health Care Continuance Based on SUBenefit Entitlement <sup>1</sup>		Health Care Continuance Based on Years of Seniority <sup>2</sup>	
Maximum Number of Months for Which Coverage Will Be Continued <sup>3</sup>	Maximum Number of Full Weekly SUBenefits to Which Employee's Credit Units as of Last Day Worked Entitle the Employee <sup>4</sup>	Maximum Number of Months for Which Coverage Will Be Continued <sup>3</sup>	Years of Seniority Based on Years of Seniority <sup>2</sup>
Column (1)	Column (2)	Column (3)	Column (4)
0	Less than 4	0	Less than 1
1	4	2	1 but less than 2
2	8	4	2 but less than 3
3	12	6	3 but less than 4
4	16	8	4 but less than 5
5	20	10	5 but less than 6
6	24	12	6 but less than 7
7	28	13*	7 but less than 8*
8	32	14*	8 but less than 9*
9	36	15*	9 but less than 10*
10	40	24	10 and over
11	44		
12	48		
13*	53		
14*	57		
15*	61		
		64*	

\* Applicable to an employee at work on or after November 17, 2002.

<sup>1</sup> Applicable to an employee at work on or after October 10, 2023.

<sup>2</sup> For the purposes of this schedule, Years of Seniority as defined under Definition (27)(b) of Article VIII of the Canadian Supplemental Unemployment Benefit Plan attached as Exhibit C-1 to the Agreement between the parties dated October 10, 2023.

<sup>3</sup> The maximum number of months for which Health Care Insurance will be continued is determined in accordance with Columns (1) and (2) or (3) and (4), whichever provides the greater number of months of coverage. To qualify for more than 12 months (15 months effective November 17, 2002) of coverage, under this Schedule, an employee must have 10 or more Years of Seniority as of the last day worked prior to layoff.

<sup>4</sup> If an employee after the employee's last day worked prior to layoff is initially credited during such layoff with Credit Units under the SUJB Plan, use the date on which the employee is entitled to be credited with Credit Units.

**(2)** In applying the above schedule, the "Maximum Number of Full Weekly SUBenefits to Which Employee's Credit Units as of Last Day Worked Prior to Layoff Would Entitle the Employee" shall be determined by dividing the number of the employee's Credit Units under the Canadian Supplemental Unemployment Benefit Plan by the number of Credit Units to be cancelled for one SUBenefit in accordance with the Credit Unit Cancellation Table contained in Article III, Section 4 of such Canadian Supplemental Unemployment Benefit Plan, based on the employee's Years of Seniority on the applicable date and the ASL Utilization Percentage in effect as of the last day worked prior to layoff. The "Maximum Number of Months for Which Coverage Will Be Continued" shall commence with the first full calendar month of layoff for which contributions have not been made.

**(3)** With respect to any period of continuous layoff, changes in an employee's Credit Units, Years of Seniority or the ASL Utilization Percentage subsequent to the date layoff begins shall not change the number of months of Company contributions for which such employee is eligible except as provided for in Column (2) of the Schedule in Section 2(c)(1).

**(4)** In the event that the Canadian Supplemental Unemployment Benefit Plan, attached as Exhibit C-1 to the current Supplemental Agreement (Canadian Supplemental Unemployment Benefit Plan) of the Collective Bargaining Agreement of which this Agreement is a part, shall be terminated in accordance with its terms prior to the expiration date of the current Supplemental Agreement, Columns (1) and (2) in the Schedule in Section 2(c)(1) shall thereupon cease to have any force or effect.

**(5)** Notwithstanding the provisions of Article III, Section 2(c) of the Program with respect to the requirement of unbroken seniority for continuation of coverages while on layoff, such provisions shall not prevent the continuation of coverages during a period of layoff for which the Company and the employee, in accordance with Article II, Section 1(d), would otherwise make the required weekly contributions for coverages under this subsection (c).

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

### **Section 3. Company Options**

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

**(b)** Any provisions which may be established pursuant to Article II, Section 1(f) of the Program shall be implemented by mutual agreement between the Company and the Union.

### **Section 4. Administration**

**(a)** The general administration of the Program, with respect to the hourly-rate employees of the Company, shall be vested exclusively in the Company.

**(b)** The Carrier annually shall furnish the Company and the Union such information and data as may be mutually agreed upon by the parties with respect to Health Care Benefits and Services provided under Article II of the Program.

**(c)** A Committee composed of an equal number of members designated by the Union and an equal number of members designated by the Company shall be established to study and evaluate the Health Care Benefits provided under Article II of the Program and to engage in activities that may have high potential for cost savings while achieving the maximum coverage and service for the employees covered for Health Care Benefits for the money spent for such protection.

In the performance of its duties, this Committee may consult and advise with the Carrier representatives whom provide the Health Care Benefits and Services, as well as representatives of other Companies within the industry and/or community and may submit recommendations to the Company and Unifor and, when agreed to jointly, may commit the parties to implement pilot programs and plan changes. The Committee will keep the parties to the Agreement informed with respect to any problems which may arise.

## **Section 5. Non-Applicability of Collective Bargaining Agreement Grievance Procedure**

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

## **Section 6. Subrogation**

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

## **Section 7. Duration of Agreement**

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

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

**Unifor**

L. PAYNE  
L. POIRIER  
S. WARK  
D. CHIODO  
A. DICARO  
S. KAKAN  
L. CONTINI

**General Motors  
of Canada Company**

R. CHATTERJEE  
J. MCPHERSON  
N. JOHNSON  
D. COURTNEY  
R. WARLICH  
S. RUDDACH  
M. WEIGEL  
C. RADTKE  
K. BIDGOOD

**Unifor**

**Local No. 222, Unifor**

J. GALE  
C. WAUGH  
B. TROKE  
B. NICHOLLS  
S. PEARCE  
J. GRAY

**General Motors  
of Canada Company**

C. THOMSON  
J. BOODRAM  
V. BONE

**Local No. 199, Unifor**

T. LONGPRE  
T. VERDE  
S. LITTLE  
J. LENNOX  
S. KUCZMA

G. COPLAND  
J. BESCH

**Local No. 636, Unifor**

C. WARNOCK

R. VAN SLYKE

**EXHIBIT G-1**

**THE GENERAL MOTORS**

**CANADIAN**

**HEALTH CARE INSURANCE PROGRAM FOR**

**HOURLY-RATE EMPLOYEES**

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

**Section 1. Establishment and Effective Date of Program**

**(a) Establishment of Program**

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

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

The Program set forth herein shall become effective on September 24, 2023, except as otherwise provided.

**Section 2. Enrollment Options**

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

**Section 3. Eligibility For and Effective Date of Insurance**

**(a) Present Employees**

An employee hired prior to October 1, 2012, shall automatically become insured:

**(1) for Health Care (other than Dental, Hearing Aid and Vision) Benefits under Article II, on that date or, if later, on the first day of the fourth month next following the month in**

which employment with the Company commences subsequent to the employee's most recent date of hire, subject to the enrollment requirements of the carrier(s) under which such coverages are made available; and

(2) for Dental, Hearing Aid and Vision Benefits under Article II, on the first day of the month next following the month in which the employee is actively at work after acquiring one year of seniority.

(3) The provisions of subsection (1) and (2) herein, shall not apply, however, to an employee who loses seniority due to a quit from a location where the employee has Health Care Coverages in force to become or remain employed at another location. In such case, Health Care (other than Dental) Coverages under Article II for which the employee was insured at the time seniority was lost shall become effective on the day next following the date of such loss of seniority, and Dental Coverage shall become effective on the first day of the month next following the date of such loss of seniority, provided the employee was insured for such coverage at the time seniority was lost and the employee is then on the active employment roll at such other location on the date of such loss of seniority.

**(b) New Employees**

An employee hired on or after October 1, 2012, shall automatically become insured:

(1) for Health Care (other than Dental, Hearing Aid and Vision) Benefits under Article II, on the first day of the fourth month next following the month in which employment with the Company commences subsequent to the employee's most recent date of hire, subject to the enrollment requirements of the carrier(s) under which such coverages are made available; and

(2) Effective September 24, 2023, for a temporary part-time employee who subsequently becomes a regular full-time Employee (Article IV, Section 1(a)(1)) directly and without a break in service, who is enrolled in the applicable coverages (Appendix T, Section 6(f)), will have these coverages continued until the first day of the fourth month next following the month in which regular full-time employment with the Company commences, upon which time Health Care (other than Dental, Hearing and Vision) benefits under Article II will commence.

**(3)** for Dental, Hearing Aid and Vision Benefits under Article II, on the first day of the month next following the month in which the employee is actively at work after acquiring one year of seniority.

**(4)** The provisions of subsection (1) and **(3)** herein, shall not apply, however, to an employee who loses seniority due to a quit from a location where the employee has Health Care Coverages in force to become or remain employed at another location. In such case, Health Care (other than Dental) Coverages under Article II for which the employee was insured at the time seniority was lost shall become effective on the day next following the date of such loss of seniority, and Dental Coverage shall become effective on the first day of the month next following the date of such loss of seniority, provided the employee was insured for such coverage at the time seniority was lost and the employee is then on the active employment roll at such other location on the date of such loss of seniority.

**(c) Rehired Employees**

In determining the eligibility for Health Care (other than Dental, Hearing Aid and Vision) Coverages under Article II for a re-hired employee who was hired and laid off before becoming insured for such coverages, the initial date of hire shall be deemed to be the "most recent date of hire" provided that the employee is re-hired either within a period not to exceed the period of continuous employment with the Company immediately preceding the employee's date of layoff, or following a brief, temporary layoff of specified duration such as for model change or inventory.

**(d) Employees Returning to Active Work**

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

**(1) Employees on Layoff or Leave of Absence**

If an employee's coverages were discontinued while the employee was on layoff or leave of absence and the employee returns to active work with seniority, the employee shall be

eligible for those coverages for which the employee was insured at the time of layoff or leave, as follows:

(i) for Health Care (other than Dental) Coverages under Article II immediately on the date of the employee's return to active work with the Company, and

(ii) for Dental Coverage under Article II on the first day of the month next following the month in which the employee returns to work.

(2) Employees Separated From Service Due to a Quit or Discharge

If separation from service was due to a quit or a discharge but the employee is reemployed within 31 days, the employee shall be eligible for Health Care (other than Dental) Coverages under Article II for which the employee was insured at the time of such quit or discharge immediately on the date of return to active work and, if separation was due to quit, the employee shall be eligible for Dental Coverage on the first day of the month next following the month in which the employee returns to work, provided the employee was insured for such coverage when the employee last worked.

(3) Employees Separated From Service for Reason Other Than Quit or Discharge

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

(4) Employee Placed on Approved Disability Leave of Absence From Layoff or Discharge

Health Care Coverages (including Dental) which have been discontinued as a result of layoff or loss of seniority due to a

discharge, shall be reinstated the first of the month next following the month in which an employee would have returned to active work in response to a recall from layoff or would have returned to active work from such discharge and who is subsequently found to be medically disabled as determined by the plant physician and is unable to return to work because of such disability and is placed on an approved disability leave of absence.

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

#### **Section 4. Federal or Provincial Health Care Benefit Laws**

**(a) (1)** The provisions of this Program pertaining to Health Care Benefits shall not be applicable to employees who are or may become eligible for Health Care Benefits under any Federal or Provincial law. Compliance by the Company with such laws shall be deemed full compliance with the provisions of the Program with respect to any such employees eligible for benefits under such laws. If such benefits exceed the benefits provided under the Program, the Company may require from any such employees such contributions as it may deem appropriate for such excess benefits.

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

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

The provisions of subsection (a) above to the contrary notwithstanding, the Company may, wherever the substitution of a private plan is authorized by any such law, modify the provisions of Article II of the Program to the extent and in the respects necessary to secure the approval of the appropriate governing body to substitute the plan provided by the Program in lieu of any plan provided by such law, and upon such

modification and approval as a qualified plan, the Company may make the plan provided by the Program available to employees, former employees, or surviving spouses subject to such law with such employee, former employee, or surviving spouse contributions as may be appropriate with respect to any benefits under such modified plan which exceed the benefits provided under the Program.

**(c)** Health Care Benefits for employees under Article II may be reduced by the amount of such benefits provided under any Federal or Provincial law as now in effect or hereafter enacted or amended.

#### **Section 5. Net Costs, Administration of Program and Non-Applicability of Grievance Procedure**

##### **(a) Net Costs**

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

##### **(b) Administration**

**(1)** The Company shall be responsible for the administration of the Program.

**(2)** All administrative expenses incurred by the Company to execute the Program set forth in Articles II and III shall be borne by the Company.

##### **(c) Grievance Procedure Not Applicable**

It is understood that the grievance procedure of any Collective Bargaining Agreement between the Company and any Union representing employees covered by this Program shall not apply to this Program or any insurance contract in connection therewith.

## **Section 6. Treatment of Existing Coverages on Effective Date**

- (a)** Protection of employees currently covered under Company Health Care Plans, subject however to the provisions of applicable Provincial Hospital and Medical Plans, shall be terminated on the effective dates of the provisions of the amended Program as to employees working on such effective dates, and the benefits provided by the Program set forth in Article II shall be in lieu of and substitute for any and all other plans and benefits thereunder providing for health care benefits of any kind or nature, in which the Company participates.
- (b)** All employees currently covered under the Program who are not eligible to become insured on the effective date of the Program, as amended, or to whom any provision of the Program, as amended, is not applicable, shall be covered in accordance with the conditions, provisions, and limitations of the Program as constituted on the date each such employee was last actively at work as if such Program were being continued during the existence of the Program set forth herein, subject however to the provisions of applicable Provincial Hospital and Medical Plans.

## **ARTICLE II** **HEALTH CARE BENEFITS**

### **Section 1. Establishment of Health Care Coverages**

#### **(a) Coverages for Employees in Ontario**

For employees in Ontario, Hospital and Medical Benefits shall be those provided under The Ontario Health Insurance Plan.

#### **(b) Coverages for Employees Outside Ontario**

For employees in other Provinces, Hospital Benefits shall be those provided by the applicable Provincial Hospital Plans. Where the benefits under such plans are on a generally lower level than the corresponding benefits available to employees in Ontario as set forth under subsection (a) herein, the Company shall, to the extent it finds it practicable, provide benefits supplementary to the governmental benefits to make the total benefits as nearly equal as practicable to the benefits available to employees in Ontario as set forth under subsection (a) herein. For employees outside Ontario, Medical Benefits shall be those provided by the applicable Provincial Medical Plans.

#### **(c) Enrollment Classifications**

At the employee's option, provided such option is available under the rules and regulations of the applicable plans, including Provincial Hospital and Medical Plans, such coverage may include protection for (i) self only, (ii) self and spouse, or (iii) self and family.

Family coverage shall include only spouse and eligible children (as defined in Article IV, Section 7 and Section 10).

#### **(d) Health Care Contributions**

Effective October 1, 2014, these contributions changed to a weekly contribution. The required weekly Health Care Contribution is as follows:

Weekly Health Care Contribution		
	Up to Age 65	On and After Age 65
Employee	\$6.92*	\$3.46*

\* Plus applicable taxes

Effective January 1, 2024, the Health Care Contribution is eliminated.

**(e) Optional Sponsored Dependent Coverages**

Where local plans provide under the employee's contract optional coverages for Health Care (other than Dental) Benefits for dependents other than those specified in subsection (c) herein, the Company may make such options available to the employee. Such dependents will include persons related to the employee by blood or marriage or members of the employee's household and must be dependent upon the employee for more than half of their support as defined by the Income Tax Act (Canada) and must either qualify in the current year for dependency tax status or have been reported as a dependent on the employee's most recent income tax return.

**(f) Optional Group Medical Practice Plan Coverages**

For employees in certain areas served by Group Medical Practice Plans (or Individual Practice Associations), the Company has made arrangements to provide an option for such employees to enroll for Health Care Coverage through the Carrier providing such coverage, or for alternative coverages available through certain optional Group Medical Practice plans. Such arrangement will be continued, subject to the continued availability and the enrollment requirements of such optional plans. This same option, with the right of the Company to substitute a plan similar in type to the above plan, can be extended by the Company to employees in the same area or other areas where similar plans are or may become available.

**(g) Coordination of Benefits**

The Company may establish provisions for eliminating the problem of duplicate benefits which may occur with respect to coverages provided under this Article.

In those situations where both spouses are employed by the Company, they will be eligible to coordinate benefits only for claim expenses incurred while each spouse would otherwise be eligible for Company paid Health Care Coverage under their own contract as an employee.

To be eligible for Coordination of Benefits, the employee who elects the coverage must enroll the employee's spouse for coordinated coverage as an employee on a form provided by the Company.

## **Section 2. Dental Benefits**

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

The Company shall continue its arrangements to make available the Dental Benefits set forth in this Section.

### **(b) Enrollment Classifications**

Dental Coverage for an eligible employee shall include coverage for eligible dependents as defined in Section 1(c) of this Article.

### **(c) Description of Benefits**

Dental Benefits will be payable, subject to the conditions herein, if an employee or eligible dependent, while Dental Coverage is in effect with respect to such individual, incurs Covered Dental Expenses.

### **(d) Covered Dental Expenses**

Covered Dental Expenses are the usual charges of a dentist which an employee is required to pay for services and supplies which are necessary for treatment of a dental condition, but only to the extent that such services and supplies are customarily employed for treatment of that condition, and only if rendered in accordance with accepted standards of dental practice. Such expenses shall be only those incurred in connection with the following dental services which are performed, except as otherwise provided in subsection (h)(3) herein, by a licensed dentist and which are received while insurance is in force.

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

shown in such Schedule of Fees as "I.C." (Individual Consideration) payment will be made on the basis of the usual, reasonable and customary charges for such procedures.

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

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

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

**(i)** Routine oral examinations and prophylaxis (scaling and cleaning of teeth), but not more than once in any period of nine (9) consecutive months.

**(ii)** Topical application of fluoride, for persons under 20 years of age, unless a specific dental condition makes such treatment necessary.

**(iii)** Space maintainers that replace prematurely lost teeth for children under 19 years of age.

**(iv) Emergency palliative treatment.**

**(2)** The following Covered Dental Expenses shall be paid at (a) 100 percent of the dentist's or denture therapist's usual charge, or (b) 100 percent of the amount specified therefor in the Provincial Dental Association Schedule of Fees, or when applicable, in the Ontario Fee Schedule for Licensed Denture Therapists, whichever of (a) or (b) is less.

**(i)** Dental x-rays, including full mouth x-rays (but not more than once in any period of thirty-six (36) consecutive months), supplementary bitewing x-rays (but not more than once in any period of twelve consecutive months) and such other dental x-rays as are required in connection with the diagnosis of a specific condition requiring treatment.

**(ii)** Extractions.

**(iii)** Oral surgery.

**(iv)** Amalgam, silicate, acrylic, synthetic porcelain, and composite filling restorations to restore diseased or accidentally injured teeth.

**(v)** Porcelain veneers to treat the following conditions: amelogenesis imperfecta, Hutchison's Incisors; and hypo maturation.

**(vi)** General anesthetics and intravenous sedation when medically necessary and administered in connection with oral or dental surgery.

**(vii)** Treatment of periodontal and other diseases of the gums and tissues of the mouth; including provisional splinting, Temporomandibular Joint Appliance as an adjunctive periodontal service.

**(viii)** Endodontic treatment, including root canal therapy.

**(ix)** Injection of antibiotic drugs by the attending dentist.

**(x)** Repair or recementing of crowns, inlays, onlays, bridgework, or dentures; or relining or rebasing of

dentures more than six (6) months after the installation of an initial or replacement denture, but not more than one relining or rebasing in any period of thirty-six (36) consecutive months.

**(xi)** Inlays, onlays, gold fillings, or crown restorations to restore diseased or accidentally injured teeth, but only when the tooth, as a result of extensive caries or fracture, cannot be restored with an amalgam, silicate, acrylic, synthetic porcelain, or composite filling restoration.

**(xii)** Pit and fissure sealants for permanent molars for children up to and including age fourteen.

**(3)** The following Covered Dental Expenses shall be paid at (a) 50 percent of the dentist's or denture therapist's usual charge, or (b) 50 percent of the amount specified therefore in the Provincial Dental Association Schedule of Fees, or when applicable, in the Ontario Fee Schedule for Licensed Denture Therapists, whichever of (a) or (b) is less.

**(i)** Initial installation of fixed bridgework (including inlays and crowns as abutments).

**(ii)** Initial installation of partial or full removable dentures (including precision attachments and any adjustments during the six (6) month period following installation).

**(iii)** Replacement of an existing partial or full removable denture or fixed bridgework by a new denture or by new bridgework, or the addition of teeth to an existing partial removable denture or to bridgework, but only if satisfactory evidence is presented that:

**(aa)** the replacement or addition of teeth is required to replace one or more teeth extracted after the existing denture or bridgework was installed; or,

**(bb)** the existing denture or bridgework cannot be made serviceable and, if it was installed under this Dental Benefits Plan, at least five (5) years have elapsed prior to its replacement; or,

**(cc)** the existing denture is an immediate temporary denture which cannot be made permanent and replacement by a permanent denture takes place within

twelve (12) months from the date of initial installation of the immediate temporary denture.

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

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

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

**(e) Maximum Benefit**

Effective October 1, 2023, the maximum benefit payable for all Covered Dental Expenses incurred during any twelve (12) month period commencing October 1 of each year, and ending the following September 30 (except for services described in subsection (d)(3)(iv) herein), shall be \$3,200 for each individual.

Effective October 1, 2020, for Covered Dental Expenses in connection with orthodontics including related oral examinations, described in subsection (d)(3)(iv) herein, the maximum benefit payable shall be \$3,800 during the lifetime of each individual.

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

**(f) Pre-determination of Benefits**

If a course of treatment can reasonably be expected to involve Covered Dental Expenses of \$200 or more, a description of the

procedures to be performed and an estimate of the dentist's charges must be filed with the Carrier prior to the commencement of the course of treatment.

The Carrier will notify the employee and the dentist of the benefits certified as payable based upon such course of treatment. In determining the amount of benefits payable, consideration will be given to alternate procedures, services, or courses of treatment that may be performed for the dental condition concerned in order to accomplish the desired result. The amount included as certified dental expenses will be the appropriate amount as provided in subsections (d) and (e) herein, determined in accordance with the limitations set forth in subsection (g) herein.

If a description of the procedures to be performed and an estimate of the dentist's charges are not submitted in advance, the Carrier reserves the right to make a determination of benefits payable taking into account alternate procedures, services, or courses of treatment, based on accepted standards of dental practice. To the extent verification of Covered Dental Expenses cannot reasonably be made by the Carrier, the benefits for the course of treatment may be for a lesser amount than would otherwise have been payable.

This pre-determination requirement will not apply to courses of treatment under \$200 or to emergency treatment, routine oral examinations, x-rays, prophylaxis, and fluoride treatments.

**(g) Limitations**

**(1) Restorative**

**(i) Gold, Baked Porcelain Restorations, Crowns and Jackets**

If a tooth can be restored with a material such as amalgam, payment of the applicable percentage of the charge for that procedure will be made toward the charge for another type of restoration selected by the patient and the dentist. The balance of the treatment charge remains the responsibility of the patient.

**(ii) Reconstruction**

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

**(2) Prosthodontics**

**(i) Partial Dentures**

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

**(ii) Complete Dentures**

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

**(iii) Replacement of Existing Dentures**

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

**(3) Orthodontics**

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

are resumed, benefits for the services, to the extent remaining, shall be resumed.

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

**(4) Periodontics**

**(i)** The following periodontal services will be covered Dental Expenses only if performed by a Periodontist:

Intracoronal	a)	Gingival Curettage		
	b)	Provisional Splinting		-
Extracoronal	c)	Occlusal Equilibration		-
	d)	Scaling and Root Planing.		

**(ii)** A Temporomandibular Joint (TMJ) appliance will be a covered adjunctive periodontal service only when performed by a certified dental specialist (i.e. periodontist, orthodontist, prosthodontist and oral surgeon).

**(h) Exclusions**

Covered Dental Expenses do not include and no benefits are payable for:

**(1)** charges for services, treatment, appliances and supplies which are specified in the Provincial Dental Association Schedule of Fees but which are not set forth above;

**(2)** charges for services for which benefits are otherwise provided under Health Care Coverages;

**(3)** charges for treatment by other than a dentist, except that (i) scaling or cleaning of teeth and topical application of fluoride may be performed by a licensed dental hygienist, and (ii) effective January 1, 1977, a Denture Therapist licensed under the Ontario *Denturism Act, 1991* (or applicable superseding legislation), or a comparable provider licensed in a province other than Ontario, may provide such services, appliances and supplies as are authorized by the denture therapist's license;

(4) charges for veneers or similar properties of crowns and pontics placed on, or replacing teeth, other than the ten upper and lower anterior teeth;

(5) charges for services or supplies that are cosmetic in nature, including charges for personalization or characterization of dentures;

(6) charges for prosthetic devices (including bridges), crowns, inlays, and onlays, and the fitting thereof which were ordered while the individual was not insured for Dental Benefits or which were ordered while the individual was insured for Dental Benefits but are finally installed or delivered to such individual more than sixty (60) days after termination of coverage;

(7) charges for the replacement of a lost, missing, or stolen prosthetic device;

(8) charges for failure to keep a scheduled visit with the dentist;

(9) charges for replacement or repair of an orthodontic appliance;

(10) charges for services or supplies which are compensable under a Workplace Safety and Insurance Act, 1997 or employer's liability Law;

(11) charges for services rendered through a medical department, clinic, or similar facility provided or maintained by the patient's employer;

(12) charges for services or supplies for which no charge is made that the patient is legally obligated to pay or for which no charge would be made in the absence of coverage for Dental Benefits;

(13) charges for services or supplies which are not necessary, according to accepted standards of dental practice, or which are not recommended or approved by the attending dentist;

(14) charges for services or supplies which do not meet accepted standards of dental practice, including charges for services or supplies which are experimental in nature;

**(15)** charges for services or supplies received as a result of dental disease, defect or injury due to an act of war, declared or undeclared;

**(16)** charges for services or supplies from any governmental agency which are obtained by the individual without cost by compliance with laws or regulations enacted by any federal, provincial, municipal, or other governmental body;

**(17)** charges for any duplicate prosthetic device or any other duplicate appliance;

**(18)** charges for any services to the extent for which benefits are payable under any health care program supported in whole or in part by funds of the federal government or any province or political subdivision thereof;

**(19)** charges for the completion of any insurance forms;

**(20)** charges for prescription drugs;

**(21)** charges for sealants and for oral hygiene and dietary instruction;

**(22)** charges for a plaque control program.

**(i) Proof of Loss**

The Carrier reserves the right at its discretion to accept, or to require verification of, any alleged fact or assertion pertaining to any claim for Dental Benefits. As part of the basis for determining benefits payable, the Carrier may require x-rays and other appropriate diagnostic and evaluative materials.

**(j) Prepaid Group Practice Option**

The Company will make arrangements for eligible employees and dependents, where applicable, to be afforded the option to enroll for Dental Benefits under approved and qualified prepaid group practice plans, instead of the Dental Benefits hereunder; provided, however, that the Company's contributions toward coverage under such group practice plans shall not be greater than the amount the Company would have contributed for Dental Coverage hereunder.

**(k) Definitions**

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

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

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

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

The term "**denture therapist**" means a denture therapist licensed under the Ontario Denturism Act, 1991 (or a comparable provider licensed in a province other than Ontario), practicing within the scope of the denture therapist's license.

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

Effective January 1, 2017, the term "**Ontario Fee Schedule for Licensed Denture Therapists**" means the Ontario Fee Schedule for Licensed Denture Therapists in effect one (1) year prior to the date the covered dental expenses are incurred.

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

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

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

Effective January 1, 2017, the term "**Provincial Dental Association Schedule of Fees**" means the Provincial Dental Association Schedule of Fees in effect one (1) year prior to the date the covered dental expenses are incurred.

The term "**reasonable and customary charge**" means the actual fee charged by a dentist or a denture therapist for a service rendered or supply furnished but only to the extent that the fee is reasonable taking into consideration the following:

(1) the usual fee which the individual dentist or denture therapist most frequently charges the majority of the dentist's or denture therapist's patients for a service rendered or a supply furnished;

(2) the prevailing range of fees (as defined in the Administrative Manual) charged in the same area by dentists or denture therapists of similar training and experience for the service rendered or supply furnished;

(3) unusual circumstances or complications requiring additional time, skill, and experience in connection with the particular dental service or procedure.

## **(I) Cost and Quality Controls**

The Carrier will undertake the following review procedures and mechanisms and report annually to the Committee described in Exhibit G, Section 4(c).

### **(1) Utilization Review**

Analysis of various reports displaying such data as procedure profiles, utilization profiles and payment summaries of Covered

Dental Expenses to evaluate the patterns of utilization, cost trends and quality of care.

**(2) Price Reviews**

Where possible, price reviews or other audit techniques shall be conducted to examine records, invoices and laboratory facilities and materials and to verify that charges for covered persons are the same as for other patients. These examinations may include patient interviews and clinical evaluations of services and supplies received.

**(3) Evaluation of Services and Supplies Received**

On a random or selective basis, covered persons who have received services under Covered Dental Expenses will be selected for subsequent evaluation and examination by consulting providers to ensure that the services and supplies reported were actually provided and were performed in accordance with accepted professional standards.

**(4) Survey of Services and Supplies Received**

On a random or selective basis covered persons who have received services under Covered Dental Expenses may be sent a questionnaire to:

- (i)** determine the level of satisfaction with respect to these services;
- (ii)** determine whether services for which Covered Dental Expenses were paid were actually received;
- (iii)** determine whether providers recommend unnecessary optional services or supplies; and
- (iv)** identify other problem areas.

**(5) Claims Processing**

The Carrier may conduct audits of claims being processed such as an analysis of patient histories and screening for duplicate payments in addition to the normal eligibility, benefit and charge verifications.

## **(6) Provider Review**

When the Carrier or a covered person does not agree with the appropriateness of a service provided or a charge made under the Plan by a dentist practicing in Ontario, the matter may be presented to the licensing college under the Ontario *Dentistry Act, 1991* for resolution. Similar matters involving other providers or dentist practicing outside Ontario may be referred by the Carrier to the appropriate licensing agency or, where operative, to peer review. The Carrier will seek to establish peer review where it does not exist.

## **Section 3. Vision Benefits**

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

The Company shall continue its arrangements to make available, the Vision Benefits set forth in this Section as follows:

### **(b) Enrollment Classifications**

Vision Benefits for an eligible employee shall include coverage for eligible dependents as they are defined in Section 1(c) of this Article.

### **(c) Description of Benefits**

Vision Benefits will be payable, subject to the conditions herein.

### **(d) Definitions**

As used herein:

**(1) "contact lenses"** means ophthalmic corrective lenses, as prescribed;

**(2) "covered person"** means the eligible employee and their eligible dependents.

**(3) "frames"** means eyeglass frames into which two lenses are fitted;

**(4) "lenses"** means ophthalmic corrective lenses to be fitted into frames;

(5) "optician" means any person licensed in the province in which the service is rendered to supply eyeglasses prescribed by a physician or optometrist to improve visual acuity, to grind or mould the lenses or have them ground or moulded according to prescription, to fit them into frames and to adjust the frames to fit the face;

(6) "optometrist" means any person licensed to practice optometry in the province in which the service is rendered;

(7) "physician" means any licensed doctor of medicine legally qualified to practice medicine and who within the scope of the physician's license performs vision testing examinations and prescribes lenses to improve visual acuity;

(e) Schedule of Eligible Services

Effective September 24, 2023, reimbursement for prescription eyeglasses (frames and/or lenses) or contact lenses once every 24 months up to a maximum of:

<u>Single Vision Lenses</u>	<u>\$300</u>
<u>Bi-focal Lenses</u>	<u>\$355</u>
<u>Multi-focal Lenses</u>	<u>\$425</u>
<u>Contact Lenses</u>	<u>\$310</u>

Repairs (not replacements) at the usual and customary rates as determined by the carrier.

Effective January 1, 2021, reimbursement for laser eye surgery up to a maximum of \$450. A covered person reimbursed for such laser eye surgery will not be eligible for any other reimbursement under this Section 3 for a period of 48 months.

Effective September 24, 2023, reimbursement to a maximum of \$120 per eye examination (eye examination, digital retinal imaging, visual field diagnostic test or optical coherence tomography) up to a combined maximum of \$200, once in a 24-month period, provided by an optometrist or physician (as defined in subsection (d) herein), when this benefit is not provided under the covered person's Provincial Health Care Plan.

Commencement of the benefit period is based on the initial date vision benefits are received.

**(f) Limitations**

Frequency:

**(1)** If a covered person has received lenses or frames or contact lenses for which benefits were payable under the Schedule of Eligible Services, subsequent benefits will be payable only if received more than 24 months after the date that benefits were initially paid in the prior period.

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

**(2)** If a covered person has diabetes or other medical conditions requiring frequent lens changes (as substantiated by an ophthalmologist or optometrist), they will be eligible for new lenses whenever they have a prescription change.

**(3)** Contact lenses will be covered every 12 months, when the covered person's visual acuity cannot otherwise be corrected to at least 20/70 in the better eye, or when medically necessary due to keratoconus, irregular astigmatism, irregular corneal curvature or physical deformity resulting in an inability to wear normal frames.

**(4)** Repairs to frames will not be subject to a frequency limitation.

**(g) Exclusions**

Covered Vision Expense does not include and no benefits are payable for:

**(1)** Vision examinations, for covered persons under age 20 and over age 64, or at any age with medical conditions or diseases affecting the eyes whereby the Provincial Health Care Plan provides the covered benefit.

**(2)** Medical or surgical treatment;

**(3)** Drugs or medications;

(4) Procedures determined by the Carrier to be special or unusual, such as, but not limited to, orthoptics, vision training, subnormal vision aids and aniseikonic lenses;

(5) Lenses or frames furnished for any condition, disease, ailment or injury arising out of and in the course of employment;

(6) Lenses or frames ordered:

(i) before the covered person became eligible for coverage; or

(ii) after termination of coverage; or

(iii) while insured but delivered more than 60 days after coverage terminated;

(7) Charges for lenses or frames for which no charge is made that the covered person is legally obligated to pay or for which no charge would be made in the absence of Vision Benefits coverage;

(8) Charges for lenses or frames which are not necessary, according to accepted standards of ophthalmic practice, or which are not ordered or prescribed by the attending physician or optometrist;

(9) Charges for lenses or frames which do not meet accepted standards of ophthalmic practice, including charges for any such lenses or frames which are experimental in nature;

(10) Charges for lenses or frames received as a result of eye disease, defect or injury due to an act of war, declared or undeclared;

(11) Charges for lenses or frames from any governmental agency which are obtained by the covered person without cost by compliance with laws or regulations enacted by any federal, provincial, municipal or other governmental body;

(12) Replacement of lenses or frames which are lost or broken unless at the time of such replacement the covered person is otherwise eligible under the frequency and prescription change limitations set forth in subsection (f) herein;

**(13)** Charges for the completion of any insurance forms;

**(14)** Vision benefits which are not dispensed by an Optometrist, an Optician or an Ophthalmologist;

**(15)** Follow up visits associated with the dispensing and fitting of contact lenses; and

**(16)** Charges for eye glass cases.

#### **Section 4. Hearing Aid Benefits**

**(a)** Company Arrangements

The Company shall continue its arrangements to make available, the Hearing Aid Benefits set forth in this Section as follows:

**(b)** Enrollment Classifications

Hearing Aid Benefits coverage for an eligible employee shall include coverage for eligible dependents as they are defined in Section 1(c) of this Article.

**(c)** Description of Benefits

Hearing Aid Benefits will be payable, subject to the conditions herein, if any covered person, while Hearing Aid Coverage is in effect with respect to such covered person, incurs Covered Hearing Aid Expense.

**(d)** Definitions

As used herein:

**(1)** "**physician**" means an otologist or otolaryngologist who is board certified or eligible for certification in the otologist's or otolaryngologist's specialty in compliance with standards established by their respective professional sanctioning body, who is a licensed doctor of medicine legally qualified to practice medicine and who, within the scope of the doctor's license, performs a medical examination of the ear and determines whether the covered person has a loss of hearing acuity and whether the loss can be compensated for by a hearing aid;

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

The foregoing services shall be performed by a physician or if not a physician, by a person who (i) possesses a master's or doctorate degree in audiology or speech pathology from an accredited university, or (ii) possesses a Certificate of Clinical Competence in Audiology from the American Speech and Hearing Association and (iii) is qualified in the province in which the service is provided to conduct such examinations and tests.

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

(3) **"dealer"** means any participating person or organization that sells hearing aids prescribed by an audiologist to improve hearing acuity in compliance with the laws or regulations governing such sales, if any, of the province in which the hearing aids are sold;

(4) **"participating"** means having a written agreement with the Carrier pursuant to which services or supplies are provided under this Plan;

(5) **"hearing aid"** means an electronic device worn on the person for the purpose of amplifying sound and assisting the physiologic process of hearing, and includes an ear mould, if necessary;

(6) **"ear mould"** means a device of soft rubber, plastic or a nonallergenic material which may be vented or nonvented that individually is fitted to the external auditory canal and pinna of the patient;

(7) "**audiometric examination**" means a procedure for measuring hearing acuity that includes tests relating to air conduction, bone conduction, speech reception threshold and speech discrimination, including tinnitus masker evaluation;

(8) "**hearing aid evaluation or re-evaluation test**" means a series of subjective and objective tests by which an audiologist determines which make and model of hearing aid will best compensate for the covered person's loss of hearing acuity and which make and model will therefore be prescribed, and shall include one visit by the covered person subsequent to obtaining the hearing aid for a re-evaluation of its performance and a determination of its conformity to the prescription;

(9) "**covered person**" means the eligible employee and their eligible dependents;

(10) "**dispensing fee**" means a fee predetermined by the Carrier to be paid to a dealer for dispensing hearing aids, including the cost of providing ear moulds, under this Plan;

(11) "**covered hearing aid expense**" means the charges incurred for hearing aids of the following functional design: in-the-ear, behind-the-ear (including air conduction and bone conduction types), on-the-body, in-the-canal, completely-in-the-canal, digital, programmable, and binaural (a system consisting of two (2) complete hearing aids) but only if (i) the hearing aid is prescribed based upon the most recent audiometric examination and most recent hearing aid evaluation test and (ii) the hearing aid provided by the dealer is the make and model prescribed by the audiologist and is certified as such by the audiologist.

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

professionally accepted standards, to compensate adequately for the loss of hearing acuity;

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

**(e) Benefits**

The covered person may obtain;

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

(i) the acquisition cost of the hearing aid;  
and

(ii) the dispensing fee, and

(2) repairs of hearing aids from the dealer.

(3) Effective September 24, 2023 audiometric examinations and hearing aid evaluations or re-evaluation tests.

If the covered person requests unusual services from the dealer, the covered person shall pay the full additional charge therefor.

**(f) Limitations**

Frequency: If a covered person has received a hearing aid for which benefits were payable under the Plan, benefits will be payable for each subsequent hearing aid only if received more than 36 months after receipt of the most recent previous hearing aid, for which benefits were payable under the Plan.  
Audiometric examinations, hearing aid evaluation or re-evaluation tests are limited to \$96 per test once per benefit year.

**(g) Exclusions**

Covered hearing aid expense does not include and no benefits are payable for:

(1) Medical examinations;

(2) Medical or surgical treatment;

(3) Drugs or other medication;

(4) Hearing aids, audiotmetric examinations, or hearing aid evaluation or re-evaluation tests provided under any applicable *Workplace Safety and Insurance Act, 1997*;

(5) Hearing aids ordered or audiotmetric examinations, or hearing aid evaluation or re-evaluation tests conducted:

(i) before the covered person became eligible for coverage; or

(ii) after termination of coverage;

(6) Hearing aids ordered while covered but delivered more than 60 days after termination of coverage;

(7) Charges for hearing aids, audiometric examinations, or hearing aid evaluation or re-evaluation tests for which no charge is made to the covered person or for which no charge would be made in the absence of Hearing Aid Benefits coverage;

(8) Charges for hearing aids, audiometric examinations, or hearing aid evaluation or re-evaluation tests which are not necessary, according to professionally accepted standards of practice, or which are not recommended or approved by the physician;

(9) Charges for hearing aids, audiometric examinations, or hearing aid evaluation or re-evaluation tests that do not meet professionally accepted standards, including charges for any services or supplies that are experimental in nature;

(10) Charges for hearing aids, audiometric examinations, or hearing aid evaluation or re-evaluation tests received as a result of ear disease, defect or injury due to an act of war, declared or undeclared;

(11) Charges for hearing aids, audiometric examinations, or hearing aid evaluation or re-evaluation tests provided by any governmental agency that are obtained by the covered person without cost by compliance with laws or

regulations enacted by any federal, provincial, municipal or other governmental body;

(12) Charges for hearing aids, audiometric examinations, or hearing aid evaluation or re-evaluation tests to the extent benefits therefor are payable under any health care program supported in whole or in part by funds of the federal government or any province or political subdivision thereof;

(13) Replacement of hearing aids that are lost or broken unless at the time of such replacement the covered person is otherwise eligible under the frequency limitations set forth herein;

(14) Charges for the completion of any insurance forms;

(15) Replacement parts for hearing aids;

(16) Persons enrolled in alternative plans; and

(17) Eyeglass-type hearing aids, to the extent the charge for such hearing aid exceeds the covered hearing aid expense for one hearing aid under subsection (d) (11) herein.

**(h) Administrative Manual**

Hearing Aid Benefits Plan policies, procedures and interpretations to be used in administering the Plan shall be developed by the Carrier after review and approval by the Company and the Union.

**(i) Data**

The Carrier annually shall furnish the Company and the Union such information and data as mutually may be agreed upon by the parties with respect to hearing aid expense coverage.

**(j) Cost and Quality Controls**

The Carrier shall undertake appropriate review procedures to assure a high degree of cost and quality control. Where appropriate, such actions may include utilization review, price review and evaluation of services received.

## **Section 5. Prosthetic Appliance and Durable Medical Equipment Benefits**

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

The Company shall continue its arrangements to make available, the Prosthetic Appliance and Durable Medical Equipment Benefits set forth in this Section as follows:

### **(b) Enrollment Classifications**

Prosthetic Appliance and Durable Medical Equipment Benefits coverage for an eligible employee shall include coverage for dependents as they are defined in Section 1(c) of this Article.

### **(c) Description of Benefits**

Prosthetic Appliance and Durable Medical Equipment Benefits will be payable, subject to the conditions herein, if any covered person, while prosthetic appliance and durable medical equipment expense coverage is in effect with respect to such covered person, incurs covered prosthetic appliance and durable medical equipment expense.

### **(d) Definitions**

As used herein:

**(1) "covered person"** means the eligible employee and their eligible dependents;

**(2) "covered prosthetic appliance and durable medical equipment expense"** means charges incurred for prosthetic appliances in accordance with subsection (e)(1) herein, or for durable medical equipment in accordance with subsection (e)(2) herein;

**(3) "durable medical equipment"** means an item of equipment as described in (e)(2) herein;

**(4) "physician"** means a legally qualified and licensed medical practitioner. Solely in connection with the prescribing of prosthetic lenses under subsection (e)(1)(ii)(aa) herein, an optometrist who is legally licensed to practice optometry at the time and place services are performed shall be

deemed to be a physician to the extent that the optometrist renders services the optometrist is legally qualified to perform;

(5) **"prosthetic appliance"** means an external prosthetic device or an orthotic appliance as described in (e)(1) herein;

(6) **"provider"** means a facility or dealer which supplies prosthetic appliances or durable medical equipment;

(7) **"usual, reasonable and customary"** means the actual amount charged by a provider for a prosthetic appliance or for durable medical equipment, but only to the extent that the amount is reasonable and takes into consideration:

(i) the usual amount that the provider most frequently charges the majority of the provider's patients or customers for the prosthetic appliance or durable medical equipment provided;

(ii) the prevailing range of charges made in the same area by similar providers for the prosthetic appliance or durable medical equipment furnished; and

(iii) with respect to prosthetic appliances only, unusual circumstances or complications requiring additional time, skill and experience in connection with a particular prosthetic appliance.

**(e) Benefits**

**(1) Prosthetic Appliances**

(i) When obtained from a provider by a covered person on the advice in writing of the attending physician, benefits will be payable on a usual, reasonable and customary charge basis for external prostheses and orthotic appliances which replace all or part of a body organ (including contiguous tissue) or replace all or part of the functions of a permanently inoperative or a malfunctioning body organ. Benefits shall also be payable for the replacement, repairs, fittings and adjustments of such devices. To be covered under this benefit, however, the advice in writing of the attending physician must include a description of the equipment as well as the reason for use or the diagnosis.

**(ii)** Limited to the external prostheses and orthotic appliances for which benefits shall be payable are:

**(aa)** Artificial arms, legs, eyes, ears, noses, larynxes, prosthetic lenses (for people lacking an organic lens or following cataract surgery); aniseikonic lenses; above or below knee or elbow prostheses; external cardiac pacemakers; terminal devices, such as a hand or hook whether or not an artificial limb is required.

**(bb)** Rigid or semi-rigid supporting devices (such as braces for the legs, arms, neck or back), splints, trusses; and appliances essential to the effective use of an artificial limb or corrective brace.

**(cc)** Ostomy sets and accessories, catheterization equipment, urinary sets, external breast prostheses (including surgical brassieres) and orthopedic shoes (when used as an integral part of an orthotic appliance).

**(dd)** Wig or hairpiece, including duplicates, when hair loss is due to chemotherapy or radiation treatment, alopecia (excluding the following natural non-medical conditions causing hair loss; luminaris, male pattern baldness, prematura, senilis and totalis), hypothyroidism, traumatic scald and scalp fungal infection.

**(ee)** Wig, limited to a lifetime benefit of two wigs in a two year period, for covered persons diagnosed by a physician with transgenderism, to a maximum of \$400 per wig.

**(ff)** Effective October 1, 2002, when medically required as a result of severe osteoarthritis, Synvisc (or an equivalent viscosupplementation product) will be an eligible benefit only when treatment is prescribed and administered by an orthopedic surgeon and only when documentation is provided as to why surgery is not a viable alternative. The benefit will be limited to a treatment cycle maximum of \$300, and a total treatment maximum of \$1200, per 36-month period. This benefit is not eligible when prescribed in conjunction with/or within one year of the provision of a custom-made knee brace under this Plan.

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

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

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

**(2) Durable Medical Equipment**

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

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

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

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

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

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

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

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

**(ii)** The rental price of the durable medical equipment shall not exceed the purchase price. The decision to purchase or rent shall be based on the physician's estimate of the duration of need as established by the original prescription.

**(iii)** When the durable medical equipment is rented and the rental extends beyond the original prescription, the physician must re-certify (via another prescription) that the equipment is reasonable and medically necessary for the treatment of the illness or injury. In the event the re-certification is not submitted, benefits will cease as of the

original duration of need date or (30) days after the date of death, if earlier.

**(iv)** When the durable medical equipment is purchased, benefits shall be payable for repairs except that routine periodic maintenance is excluded.

**(v)** Limited to the durable medical equipment for which benefits shall be payable are:

**(aa)** Hospital beds (with or without mattresses), rails, cradles and trapezes;

**(bb)** Crutches, canes, patient lifts, walkers, wheelchairs, and effective September 24, 2023 portable wheelchair ramps up to a lifetime maximum of \$1,500 and, stair lifts up to a lifetime maximum of \$3,780 (when an approved authorization or claim for a walker or wheelchair is on file);

**(cc)** Bedpans, commodes, urinals - if patient is bed confined. Portable toilets, in lieu of commodes, will be eligible for a patient who has otherwise qualified for a commode;

**(dd)** Oxygen sets and respirators (If the prescription is for oxygen, the physician must indicate how it is to be administered and what apparatus is to be used), and effective September 24, 2023 including travel CPAP machine and supplies up to a maximum of \$2,000 every five (5) calendar years (when not covered by a provincial plan);

**(ee)** Decubitus (ulcer) care equipment, dialysis equipment, dry heat and ice application devices;

**(ff)** I.V. stands, intermittent pressure units, neuromuscular stimulants, sitz baths, traction equipment, vapourizers and standard whirlpool baths;

**(gg)** Raised toilet seats for all medical conditions;

**(hh)** Soft casts to a maximum of \$30 per cast;

**(ii)** Reusable underpads for wheelchairs to a maximum of 6 per year;

**(jj)** One pair of custom made corrective footwear per year (excluding off-the-shelf orthopedic foot wear) to a maximum of \$750 per year;

**(kk)** Disposable diapers and cloth diapers for all incontinent persons;

**(ll)** Geriatric chairs on a one time basis to a maximum of \$2,000;

**(mm)** Bathtub rails up to a lifetime maximum of \$100; and effective September 24, 2023 bath benches up to a lifetime maximum of \$155;

**(nn)** Diabetic equipment and supplies, such as

(i) Allowance of up to \$1000 for pressure injection devices for insulin or insulin infusion pump once every 5 years when such pressure injection device or insulin pump is used in lieu of needles and syringes;

Insulin infusion pump is an eligible benefit, once every five (5) years, to a maximum of \$5,500, when prescribed by a physician and as a result of Type 1 diabetes. Physician's prescription should include required number of injections per day, diagnosis, blood sugar levels, and hemoglobin count. Effective September 24, 2023, insulin infusion pump supplies are an eligible benefit to a maximum of \$400 per month. Individuals approved for the \$5,500 benefit will not be eligible for the aforementioned \$1,000 allowance;

(ii) Effective September 24, 2023, Glucose Monitoring Systems (GMS) such as continuous and flash type monitors to an annual maximum of \$4,000. Disposable GMS supplies (used with the monitor), such as, but not limited to sensors and transmitters, are included and subject to this annual maximum.

**(oo)** Effective September 24, 2023, maximum allowance of \$400 toward the purchase of custom-made foot orthotics in any thirty-six (36) month period.

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

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

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

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

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

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

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

**(gg)** Arch supports, including off-the-shelf foot orthotics.

**(f)** Limitations on Coverages

Covered prosthetic appliance and durable medical equipment expense does not include and no benefits are payable for:

**(1)** Prosthetic appliances or durable medical equipment furnished for any condition, disease, ailment or injury arising out of and in the course of employment;

**(2)** Charges for prosthetic appliances or durable medical equipment for which no charge is made that the covered person is legally obligated to pay or for which no charge would

be made in the absence of Prosthetic Appliance and Durable Medical Equipment Benefits coverage;

(3) Charges for prosthetic appliances or durable medical equipment (or items or special features related thereto) which are not necessary, according to accepted standards of medical practice, or which are not ordered or prescribed by the attending physician;

(4) Charges for prosthetic appliances or durable medical equipment which do not meet professionally accepted standards, including charges for any such appliances or equipment which are experimental in nature;

(5) Charges for prosthetic appliances or durable medical equipment received as a result of disease, defect or injury due to an act of war, declared or undeclared;

(6) Charges for prosthetic appliances or durable medical equipment from any governmental agency which are obtained by the covered person without cost by compliance with laws or regulations enacted by any federal, provincial, municipal or other governmental body;

(7) Charges for any prosthetic appliances or durable medical equipment to the extent for which benefits are payable under any health care program supported in whole or in part by funds of the federal government or any province or political subdivision thereof;

(8) Charges for the completion of any insurance forms.

## **Section 6. Long Term Care Expense and Chronic Care Benefits**

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

The Company shall continue its arrangements to make available, the supplementary coverage for Long Term Care Expense and Chronic Care Benefits as set forth in this Section as follows:

### **(b) Description of Long Term Care Expense Benefits**

**(1)** Benefits will be provided for the patient co-payment expense for each day a covered person resides in a Long Term Care Home, as an approved resident as determined under the Fixing Long Term Care Act, 2021, as amended or replaced.

**(2)** The benefit payment under such coverage for the patient co-payment expense in an approved Long Term Care Home, shall be the difference between the daily allowance paid to the Long Term Care Home by the Province of Ontario in a standard ward and the daily charge up to the semi-private rate if such accommodation is occupied, as approved by the Province of Ontario and in effect during the term of the Collective Agreement.

**(i)** For covered persons who become residents of a Long Term Care Home on or after January 1, 2006 through December 31, 2008, the maximum payable under this Long Term Care Expense Benefit is limited to \$1,724.32 per month.

**(ii)** For covered persons who become residents of a Long Term Care Home on or after January 1, 2009 through December 31, 2010, the maximum payable under this Long Term Care Expense Benefit is limited to \$1,543.95 per month.

**(iii)** For covered persons who become residents of a Long Term Care Home on or after January 1, 2011 through December 31, 2013, the maximum payable under this Long Term Care Expense Benefit is limited to \$1,200.00 per month.

**(iv)** For covered persons who become residents of a Long Term Care Home on or after January 1, 2014, the maximum payable under this Long Term Care Expense Benefit is limited to \$800.00 per month.

**(3)** Benefits shall be provided upon submission of proof satisfactory to the insurer that a covered person has been approved as provided under the Fixing Long Term Care Act, 2021 and a payment of an allowance for such care was made on behalf of such person by the Province of Ontario for each such day for which benefits under the program are claimed.

**(e)** Description of Chronic Care Benefits

(1) Chronic Care Benefits will be payable, for the patient's expense in a public chronic hospital or chronic wing facility of a public general hospital. The benefit amount payable shall be the chronic care co-payment charge plus the difference in cost between standard ward charge and the cost of semi-private accommodation provided that all applicable provincial or federal government assistance is applied for. Effective January 1, 2006, the cost of such semi-private accommodation to be limited to a maximum of \$200 per day.

(2) For covered persons who first apply for such Chronic Care Benefits on or after January 1, 2006 but prior to January 1, 2009, Chronic Care Benefits are payable as follows:

(i) In a public chronic hospital or chronic wing facility of a public general hospital, a maximum reimbursement of up to \$30 per day for the difference between the charges for a standard ward and the cost of semi-private accommodation when the patient has occupied semi-private accommodation.

(ii) In a public chronic hospital or chronic wing facility of a public general hospital, a maximum reimbursement equal to the provincially approved co-pay amount not to exceed \$60 per day will be paid toward the chronic care co-pay charge following the expiration of the co-pay benefit period paid by the Provincial Government Health Care Plan.

(3) For covered persons who first apply for such Chronic Care Benefits on or after January 1, 2009, Chronic Care Benefits are modified to be payable as follows:

(i) In a public chronic hospital or chronic wing facility of a public general hospital, a maximum reimbursement of up to \$30 per day for 180 days per benefit year for the difference between the charges for a standard ward and the cost of semi-private accommodation when the patient has occupied semi-private accommodation.

(ii) In a public chronic hospital or chronic wing facility of a public general hospital, a maximum reimbursement equal to the provincially approved co-pay amount not to exceed \$60 per day will be paid toward the chronic care co-pay charge for a 180 day period following the expiration of the co-pay benefit period paid by the Provincial Government Health Care Plan.

**(iii)** Following the expiration of the 180 day period provided in (3)(i) and (3)(ii) herein, the maximum reimbursement for patients in a public chronic hospital or chronic wing facility of a public general hospital will be provided up to the maximum payable under the Long Term Care Expense Benefit.

**(4)** In a public hospital in a bed designated as an Alternate Level of Care bed by the attending physician, a maximum reimbursement of up to \$47.53 per day will be paid toward the chronic care co-pay charge for up to 120 days following the expiration of the co-pay benefit period paid by the Provincial Government Health Plan.

## **Section 7. Semi-Private Hospital Accommodation Benefits**

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

The Company shall continue its arrangements to make available, the supplementary coverage for Semi-Private Hospital Accommodation Benefits as set forth in this Section as follows:

### **(b) Enrollment Classifications**

Semi-Private Hospital Accommodation Benefit coverage for an eligible employee shall include coverage for eligible dependents as defined in Section 1(c) of this Article.

### **(c) Description of Benefits**

Semi-Private Hospital Accommodation Benefit will be payable, subject to the conditions herein, if any covered person, while Semi-Private Hospital Accommodation Coverage is in effect with respect to such covered person, incurs Covered Semi-Private Hospital Accommodation Expense.

### **(d) Definitions**

As used herein:

**(1) "covered person"** means the eligible employee and their eligible dependents.

**(2) "covered semi-private hospital accommodation expense"** means the charges incurred for semi-private hospital accommodation in accordance with subsection (e) herein.

**(e) Benefits**

The covered person may obtain Semi-Private Hospital Accommodation Benefits that the hospital shall have agreed to furnish covered persons in accordance with the following reimbursement arrangement:

**(1)** Reimbursement for the difference in cost between standard ward charges and the cost of semi-private accommodation in a public general hospital when the standard ward charges are paid by any Provincial Government Health Plan of the Province in which the patient is a resident and when the patient is occupying, or has occupied an active treatment bed. Such reimbursement will cease to be available for covered persons who are admitted to such hospital on or after July 1, 2009.

**(2)** Reimbursement for the difference in cost between standard ward charges and the cost of semi-private accommodation in a convalescent or rehabilitation hospital or a convalescent or rehabilitation wing in a public general hospital when the standard ward charges are paid by any Provincial Government Health Plan of the Province in which the patient is a resident and when the patient is occupying or has occupied a convalescent or rehabilitation bed. Effective January 1, 2006 such reimbursement to be limited to a maximum of \$200 per day.

**(3)** In a public hospital in a bed designated as an Alternate Level of Care bed by the attending physician, a maximum reimbursement of up to \$30.00 per day for up to 120 days per Benefit Year (beginning with the first paid claim) for the difference between the charge for a standard ward and the cost of semi-private accommodation when the patient occupies semi-private accommodations.

**(f) Limitations**

**(1)** No benefit shall apply to semi-private accommodation in a long term care facility, T.B. Sanitorium or mental hospital.

**(2)** Payment of benefits is contingent upon the Provincial Health Insurance Plan in the Province in which the patient resides accepting or agreeing to pay the ward of standard rate.

**(3)** Reimbursement shall not be made in respect to any eligible expense unless a claim is filed as required by the Carrier.

**(g) Exclusions**

Covered semi-private hospital accommodation benefit does not include and no benefit is payable for:

**(1)** semi-private hospital accommodation where the covered person is not occupying an active treatment bed, a rehabilitation or convalescent bed, or a chronic care bed.

**(2)** charges for completion of any insurance forms.

**(3)** charges for semi-private hospital accommodation where such benefits are provided for the covered person without cost by compliance with laws or regulations enacted by any federal, provincial, municipal or other governmental body.

**(h) Intent of Section 7**

Inclusion of this Section 7 to the General Motors Canadian Health Care Insurance Program for Hourly-Rate Employees resulting from the 1990 negotiations should not be interpreted to remove or limit any previously existing coverage.

**Section 8. Prescription Drug Benefits**

**(a) Company Arrangements**

The Company shall continue its arrangements to make available, the Prescription Drug Benefits as set forth in this Section as follows:

**(b) Enrollment Classifications**

Prescription Drug Coverage for an eligible employee shall include coverage for eligible dependents as defined in Section 1(c) of this Article.

**(c) Description of Benefits**

Prescription Drug Benefits will be payable, subject to the conditions herein, if an employee or eligible dependent, while Prescription Drug Coverage is in effect with respect to such Covered Person, incurs Covered Prescription Drug Expense.

**(d) Definitions**

As used herein:

**(1) "covered person"** means the eligible employee and their eligible dependents.

**(2) "covered prescription drug expense"** means the charges incurred for such prescribed Drugs as described below that are either Non-Specialty Drugs obtained from a Participating or Member Pharmacy, or Specialty Drugs obtained from a pharmacy in the Preferred Pharmacy Network, payable in accordance with subsection (e)(1) herein, or for Non-Specialty Drugs obtained from a non-participating pharmacy payable in accordance with subsection (e)(2) herein.

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

**(i)** That, effective October 1, 2012, are listed in the Green Shield Canada Conditional Drug Formulary; or

**(ii)** That are a new Drug product marketed after October 28, 1996 and are recommended for inclusion by Green Shield Canada's Pharmaceutical and Medical Consultants. When Green Shield Canada does not recommend a new drug for inclusion on the formulary or if Green Shield Canada requires additional assistance, they will engage the services of an independent external scientific review agency to assist in this review.

The criteria for inclusion into the formulary shall be that the new Drug product offers therapeutic advantage to existing products in the formulary, is lifesaving or cost effective.

Provided that for the purposes of this Agreement, Drug shall be deemed in its meaning not to include any substance or preparation containing any substance in sub-paragraphs (i) and (ii) mentioned earlier in whole or in part if the same shall be offered for sale by a Member Pharmacy or a Pharmaceutical Chemist, or sold by a Member Pharmacy or Pharmaceutical Chemist as, or as part of, a food, drink or cosmetic or for any purpose other than the prevention or treatment of any ailment, disease or physical disorder.

(3) **"dispensing fee"** means the amount charged by a pharmacy for the professional services of the pharmacist for the dispensing or fulfillment of a Prescription order or refill.

(4) **"non-specialty drug"** means and includes any substance that is not: biologic, subsequent-entry biologic, biosimilar; or a medication that does not require special handling, administration or monitoring as defined by the Carrier.

(5) **"out-of-pocket maximum"** means the sum of the Prescription Drug co-payments for the employee and their eligible dependents in a calendar year.

(6) **"participating or member pharmacy"** means corporations, partnerships, sole proprietorships, public clinics, or public hospitals shall from time to time become member pharmacists bound by a Carrier/Member Pharmacy Agreement. A Participating or Member Pharmacy is one who provides dispensing services in accordance with the agreement with the Carrier.

(7) **"pharmacy agreement"** means the provider of service agreement with the Carrier respecting the payment for the dispensing of Prescriptions by which Member Pharmacies agree to be bound.

(8) **"pharmaceutical chemist"** means a legally qualified pharmaceutical chemist.

(9) **"practitioner"** means a practitioner legally qualified to practice the professions of medicine or dentistry.

(10) **"preferred pharmacy network"** means a group of Participating Pharmacies from which to obtain Specialty Drugs.

**(11) "prescription"** means an order or direction either oral or in writing, given by a Practitioner ordering or directing that a stated amount of any Drug, or Drugs as specified in such order be dispensed by a Member Pharmacy or a Pharmaceutical Chemist for a person named in such order or direction. Prescription also includes prescription services.

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

**(e) Benefits**

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

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

**(2)** From a non-participating pharmacy, the plan shall pay the usual, reasonable and customary charge paid to a Participating or Member Pharmacy for Non-Specialty Drugs dispensed by a Pharmaceutical Chemist, a hospital, medical clinic, physician or dentist, less payment of 10% of the total allowed amount paid by the plan for each such separate Prescription order and refill. The 10% co-payment will be applied until the Out-of-Pocket Maximum, as provided in (e)(3) herein, are reached. Thereafter, the plan will cover 100% of the total allowed amount paid by the plan for Covered Prescription Drug Expense for the remainder of the year.

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

**(3)** Effective January 1, 2009, the 10% co-payment outlined in (e)(1), and (2) herein will be limited to an annual Out-of-Pocket Maximum as follows:

<b>Calendar Year</b>	<b>Out-of-Pocket Maximum</b>
2012 and after	\$310

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

**(i)** When a Drug Prescription order or refill for a Covered Person has a generic equivalent (regardless of interchangeability), the maximum benefit under the Plan for such Drug will be limited to the cost of the lowest available priced generic Drug, less the co-payment stated in (e)(1), and (2) herein;

**(ii)** When the Covered Person chooses the more costly Drug, in lieu of the lowest priced generic Drug, such person will be responsible for the difference in cost;

**(iii)** Sub-sections (e)(4)(i) and (ii) herein are subject to the letter "Adverse Drug Reaction".

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

**(f) Choice of Pharmacy**

The subscriber must choose a Member Pharmacy or Pharmaceutical Chemist for a Non-Specialty Drug Prescription, or a Participating Pharmacy from the Preferred Pharmacy Network for a Specialty Drug Prescription. The pharmacy must be recorded in the records of the Carrier as a member in good standing at the time of dispensing any Prescription then authorized by the Carrier. The Carrier has the right to terminate the membership of any Member Pharmacy, Pharmaceutical Chemist or Preferred Pharmacy Network pharmacy in accordance with the terms of the Pharmacy Agreement.

**(g) Exclusions**

Covered Prescription Drug Benefits expense does not include and no benefits are payable for:

- (1) Vitamin products, except those which must be injected;
- (2) Blood and blood plasma;
- (3) Contraceptive foams or gels; or appliances whether or not such Prescription is given for medical reasons;
- (4) Medication, cosmetics, laxatives and medicines which may be lawfully sold or offered for sale in places other than in a retail pharmacy, and which are not normally considered by Practitioners as medicines for which a Prescription is necessary or required;
- (5) Prescription for Drugs or products not listed in the latest issue of the Green Shield Canada pharmaceutical directory that lists the Drug products described in Section 8(d)(2) of this Article II;
- (6) Prescriptions for which the patient may be compensated under the Workplace Safety and Insurance Act, 1997 or obtains reimbursement from a municipal, state, provincial or federal government, agency or foundation;
- (7) Charges for completion of any insurance forms.
- (8) Effective January 1, 2013, any Drug or medicine that can be purchased without a Prescription with the exception of insulins, antifungals and epinephrine kits for the treatment of anaphylaxis.

**(h) Limitations**

- (1) Syringes, disposable syringes and needles, diabetic testing agents and insulin are paid at a reasonable, usual and customary suggested retail price.
- (2) Injectables or medicine injected by a physician are paid for at the cost of the injectable medicine only.
- (3) Syringes, disposable syringes and needles will not be a covered benefit under Prescription Drug Expense Benefits for a period of five (5) years from the date that an

insulin pressure injection device or insulin pump is approved by the Carrier as a covered durable medical equipment expense under the Prosthetic Appliance and Durable Medical Equipment Benefits as set forth in this Article II.

**(4)** Maintenance medication refills will be based on the Maintenance Medication Fill Limit policy administered by the Carrier. This policy limits the number of refills to five (5) per year for maintenance drugs as defined by the Carrier. Refills will be dispensed at a minimum of ninety (90) day supply after the initial fill.

**(i) Intent of Section 8**

Inclusion of this Section 8 to the General Motors Canadian Health Care Insurance Program for Hourly-Rate Employees resulting from the 1990 negotiations should not be interpreted to remove or limit any previously existing coverage.

**Section 9. Out-Of-Province Coverage**

The Company shall continue its arrangement to provide Coverage to pay physicians, or to reimburse subscribers, for Covered Hospital and Medical Expenses incurred under certain circumstances outside the patient's province of residence.

Benefits are provided under such Coverage upon submission of proof satisfactory to the insurer that a covered person received Covered Services out of the province of the covered person's residence because of (i) accidental injury or emergency medical services or (ii) referral for medical care by the covered person's attending physician.

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

"covered services" are:

**(a)** those medical services for which a fee is scheduled under the fee schedule of the applicable provincial medical plan and those hospital services for which a benefit is provided under the ward coverage of the applicable provincial hospital plan;

**(b)** emergency air ambulance services, when it is medically necessary for a covered patient to travel by an air ambulance from a location in North America to the patient's province of residence, the subscriber will be reimbursed for the amount charged to the patient which exceeds the coverage of any applicable government plans and, when necessary, for the air fare of an accompanying medical attendant as well as the air fare of an accompanying spouse provided that:

**(1)** there is a medical need for the patient to be confined to a stretcher or for a medical attendant to accompany the patient during the journey,

**(2)** the patient is admitted directly to a hospital in the patient's province of residence,

**(3)** medical reports or certificates from both the dispatching and receiving physicians are submitted, and

**(4)** proof of payment including air ticket vouchers or air charter invoices are submitted.

## **Section 10. In-Home Nursing Care**

**(a)** The Company shall continue its arrangement to provide benefit coverage for In-Home Nursing Care when there is a clear medical necessity for the nursing services of a Graduate Registered Nurse (RN) or a Registered Practical Nurse (RPN) to attend to a covered person in the person's home.

**(1)** Reimbursement under such coverage will be the amount charged to the patient for such service up to a maximum of six (6) hours per day up to an annual maximum of \$7,500 provided that:

**(i)** the nursing services are prescribed by a physician and the physician and/or appropriate party responsible for accessing applicable government programs and/or funding indicates:

**(aa)** the level of nursing skill required,

**(bb)** the amount of time in each day required for nursing services,

**(cc)** the approximate length of time that nursing services are required,

**(ii)** the registered nurse or registered practical nurse is not a relative of the patient,

**(iii)** the registered nurse or registered practical nurse is currently registered with the appropriate Provincial nursing association when the services are performed,

**(iv)** the patient is not otherwise confined in another institution (i.e. hospital, long term care facility, etc.),

**(v)** the rate charged for nursing care does not exceed the usual, reasonable and customary charge for the applicable geographic area, and

**(vi)** all applicable provincial or federal government assistance (based on age, disability, income, etc.) is applied for.

**(2)** In determining the necessity for the nursing services and to ensure all available co-ordination with government programs the carrier will undertake an independent nursing services assessment.

**(3)** Failure to comply with any of the foregoing may result in non-payment of the claim.

**(b)** A Personal Support Worker (PSW), commonly known as homemaker or health care aid, is an eligible benefit when prescribed by a physician and only when used in conjunction with applicable federal or provincial programs.

**(1)** The Personal Support Worker must have a certificate from an accredited program and be employed by a provincially recognized, bonded health care provider.

**(2)** Reimbursement will be the amount charged to the covered person for such service up to \$25 per hour to a maximum of five (5) hours per week.

**(c)** Benefits reimbursed under sub-section (a) and (b) of this Section will be limited to an annual maximum of \$12,000.

**(d)** Should any covered person reach the annual maximum provided in (c) of this Section, their coverage will be continued at up to two (2) hours a day for the nursing services of a Graduate Registered Nurse (RN).

## **Section 11. Land Ambulance Services**

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

## **Section 12. Paramedical Coverage**

**(a)** Company Arrangements

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

**(b)** Enrollment Classifications

Paramedical Benefits coverage for an eligible employee shall include coverage for dependents as they are defined in Section 1(c) of this Article.

**(c)** Description of Benefits

Paramedical Benefits will be payable, subject to conditions herein.

**(d)** Definitions

As used herein:

**(1)** **“covered person”** means the eligible employee and their eligible dependents;

**(2)** **“Doctor of Naturopathy (N.D.)”** means one who is accredited through the Provincial Naturopathic

Association and is a graduate of a recognized school of naturopathy;

(3) **“Occupational Therapist”** means one who is accredited, registered and a member in good standing with the appropriate provincial licensing board for occupational therapists;

(4) **“physician”** means any licensed doctor of medicine legally qualified to practice medicine;

(5) **“Physiotherapist”** means one who is accredited, registered, and a member in good standing with the appropriate provincial licensing board for physiotherapists;

(6) **“Practitioner of Chiropody”** means a provincially licensed chiropodist holding a diploma in Chiropody (D.Ch.) or equivalent;

(7) **“Practitioner of Chiropractic”** means a provincially licensed Doctor of Chiropractic (D.C.);

(8) **“Practitioner of Podiatry”** means provincially licensed Doctor of Podiatric Medicine (D.P.M.); and

(9) **“Registered Massage Therapist”** means one who is accredited and registered with the appropriate provincial licensing board for massage therapists and a graduate of a recognized school of massage therapy.

**(e) Eligible Benefits and Limitations**

(1) The services (excluding x-rays) of a Practitioner of Chiropractic are an eligible benefit. Chiropractic treatments will be reimbursed at a maximum rate of \$25 per visit (except as indicated below) to an annual maximum of \$465.

In provinces where chiropractic treatments are covered by a provincial benefit plan, reimbursement shall be at a maximum rate of \$15.00 per visit until the applicable provincial benefit plan is exhausted and at a maximum rate of \$25.00 per visit thereafter, to an annual maximum of \$465.

(2) Treatments provided by a Practitioner of Chiropody, when prescribed by a physician, and a Practitioner of Podiatry are eligible. Podiatry treatments are eligible when

they occur subsequent to the exhaustion of the applicable provincial benefit period maximum. These benefits will be reimbursed at a maximum rate of \$11.45 per visit for either Podiatry or Chiropody, to an annual combined maximum of \$325 per benefit year per covered person.

(3) The services of a Doctor of Naturopathy (N.D.) are an eligible benefit and will be reimbursed at a maximum of \$25 per visit, to an annual maximum of \$325 per benefit year per covered person.

(4) Effective September 24, 2023, the services of a Registered Massage Therapist are an eligible benefit and will be reimbursed at a maximum rate of \$75 per visit, to an annual maximum of \$300 per benefit year per covered person

(5) Effective September 24, 2023, the services of a Registered Physiotherapist are an eligible benefit and will be reimbursed at a maximum rate of \$100 per visit to an annual maximum of \$400 per benefit year per covered person.

(6) The services of an Occupational Therapist are an eligible benefit when prescribed by a physician to dependent children suffering from physical, mental or cognitive disorders, and not provided otherwise through provincial health care, up to an annual maximum of \$500 per benefit year.

(f) Exclusions

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

(1) for remedies, supplies, vitamins, herbal medications or preparations;

(2) where the service is necessary as the result of a motor vehicle accident, unless there is no such coverage under a motor vehicle insurance policy or such coverage has been exhausted; and

(3) if the covered person is a resident of a long term care facility, unless such services otherwise provided by the long term care facility have been exhausted.

**ARTICLE III**  
**CONTINUATION OF INSURANCE, COMPANY**  
**AND EMPLOYEE CONTRIBUTIONS,**  
**AND CESSATION OF INSURANCE**

**Section 1. Employees in Active Service**

The Company and the employee, in accordance with Article II, Section 1(d), shall make weekly contributions for Health Care Coverages as set forth in Article II for an employee enrolled as follows:

**(a)** With respect to any week in which the employee has earnings from the Company, the Company and the employee shall make contributions for the current week's coverages.

**(b)** With the exception of employees returning to work from a military leave of absence, employees returning to work under circumstances which make them immediately eligible for reinstatement of health care coverages (other than dental) may obtain such coverages by making a pro-rata payment of the applicable contribution for the period commencing on the date of return to work and ending on the last day of the month in which such employee returned to work.

**(c) Optional Group Medical Practice Plan Coverages**

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

**(d) Optional Sponsored Dependent Coverages**

The employee shall pay the full additional cost of Health Care coverages under Article II, Section 1(d) and the Company shall not contribute toward the cost of Health Care Coverages for any sponsored dependents.

## **Section 2. Continuance of Coverages During Layoff**

**(a)** The Company and the employee, in accordance with Article II, Section 1(d), shall make the required weekly contribution so that all coverages provided under Article II will be provided until the end of the month following the month in which the employee was last in active service.

**(b)** Effective September 24, 2023, Dental Coverage under Article II will be continued during periods of layoff in accordance with Article III, Section 2(c).

**(c)** Health Care Coverages provided under Article II shall be continued on a group basis during periods of layoff for up to twenty four (24) consecutive months following the last month of coverage for which the Company contributed in accordance with subsection (a) herein, provided the employee's seniority is not broken. The employee shall continue to make their weekly contribution, in accordance with Article II Section 1 (d), while eligible for these Heath Care Coverages.

**(d)** The Company has established certain schedules related to eligibility for Supplemental Unemployment Benefits, to Years of Seniority, or on some other basis, under which the Company and the employee will make the required monthly contributions during a specified number of full calendar months of layoff for the Health Care Coverages continued in accordance with subsection (c) herein.

**(e)** Health Care Coverages continued while on layoff pursuant to subsection (c) herein, shall be continued for up to twelve (12) additional months beyond the last month for which the Company contributed in accordance with subsection (d) herein, provided the employee's seniority is not broken and contributions for coverages continued for additional months are made in accordance with subsection (f) herein.

**(f)** Employees shall contribute the full premium or subscription charge for coverages continued in accordance with subsections (c) and (e) herein, in any month of layoff in which they are not eligible for Company contributions.

**(g)** Employee Placed on Layoff From Disability Leave of Absence

For an employee at work on or after September 15, 1982 who, upon reporting for work from an approved disability leave of absence, is immediately placed on layoff, the day the employee reports for work shall be deemed to be the day the employee was in active service prior to layoff for purposes of this Section 2. The insurance to be continued during such layoff will be that for which the employee was insured on the actual day the employee last worked.

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

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

**Section 3. Employees on Disability Leave**

**(a) Health Care Coverages** provided in Article II shall be continued on a group basis for the duration of an approved disability leave of absence provided the employee is totally and continuously disabled, except that if an employee's disability leave is cancelled because the period of such leave equaled the length of the employee's seniority, such coverages shall continue to remain in force in any month in which the employee continues to receive Sickness and Accident Benefits or Extended Disability Benefits in accordance with the General Motors Canadian Group Life and Disability Insurance Program for Hourly-Rate Employees subsequent to such cancellation, and except that an employee who becomes disabled and would be eligible for total and permanent disability benefits under any Company pension plan or retirement program then in effect but for the fact that the employee does not have the years of credited service required to be eligible for such benefits, may continue such coverages on a group basis for a period equal to the employee's seniority on the employee's last day worked, upon submission of such periodic proof of the continuance of such disability as the Company may reasonably require, subject to the approval of the Carrier(s). Contributions for such coverages so continued shall be in accordance with subsections (b) and (c) herein.

**(b)** The Company and the employee, in accordance with Article II, Section 1(d), shall make the required contributions for Health Care Coverages continued in accordance with subsection (a) herein, for the duration of an approved disability leave of absence or for any month in which the employee continues to receive Sickness and Accident Benefits or Extended Disability Benefits provided the employee is totally and continuously disabled, in accordance with the General Motors Canadian Group Life and Disability Insurance Program for Hourly-Rate Employees.

**(c)** Employees shall contribute the full premium or subscription charge for such continued coverages in any month in which they are not eligible for Company contributions.

**(d) Optional Group Medical Practice Plan Coverages**

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

**Section 4. Employees on Other Leaves of Absence**

**(a)** Health Care Coverages provided in accordance with Article II shall continue to be made available on a group basis for an employee on an approved leave of absence, other than for disability, for up to twelve (12) consecutive months following the last month of coverage for which the Company contributed for the employee while in active service, provided the employee's seniority is not broken and contributions for such coverages continued are made in accordance with subsection (c) herein.

**(b)** Dental Coverage provided in accordance with Article II shall not be continued on a group basis for an employee on an approved leave of absence, other than for disability, beyond the end of the month following the month in which the employee was last in active service.

**(c)** Employees continuing their coverages in accordance with subsection (a) herein, while on approved leaves of absence

other than for disability shall contribute the full premium or subscription charge in each full month such coverages are continued.

### **Section 5. Coverages During Union Leave of Absence**

**(a)** An employee who is on leave of absence under Paragraph (70) requested by the employee's Local Union to permit the employee to work for the Local Union, for a role other than Local President or Local Financial Secretary, may continue, until the date such leave or any extension thereof ceases to be operative, all the Health Care Coverages provided in Article II of the Program. For such coverages continued under Article II of the Program, the Union shall contribute the full monthly premium or subscription charge. The employee, in accordance with Article II, Section 1(d), shall make the required contribution for Health Care coverages.

**(b)** An employee who is on leave of absence under Paragraph (70) as Local President or Local Financial Secretary, may continue, until the date such leave or any extension thereof ceases to be operative, all the Health Care Coverages provided in Article II of the Program. For such coverages continued under Article II of the Program, the Company and the employee, in accordance with Article II, Section 1(d), shall make the required contributions for Health Care.

**(c)** Furthermore, such leaves of absence existing on the applicable effective date of the amended Program for any such employees will not operate to defer the effective dates of any such coverages for such employees under the Program.

### **Section 6. Coverages Following Loss of Seniority**

The provisions of Sections 7 and 9 of this Article to the contrary notwithstanding, if an employee loses seniority under the Collective Bargaining Agreement pursuant to:

**(a)** Paragraphs (54)(c), (54)(d), or (54)(e), all Health Care Coverages provided under Article II shall cease as of the last day of the month in which seniority is lost;

**(b)** Paragraphs (54)(a), (54)(b), (54)(c), (54)(d), or (54)(e), and if such employee is seeking to have seniority reinstated through the grievance procedure established in the Collective Bargaining Agreement, Health Care Coverages provided under

Article II shall cease as of the last day of the month next following the month in which seniority is lost.

If an employee loses seniority pursuant to Paragraphs (54)(a), (54)(b), (54)(c), (54)(d) or (54)(e) of the Collective Bargaining Agreement, and if such employee is seeking to have seniority reinstated through the grievance procedure established in the Collective Bargaining Agreement, such employee's Health Care Coverages provided in Article II of the Program, may be continued while the employee's grievance is pending beyond the periods specified in (a) or (b) herein provided the employee makes the required weekly contribution in accordance with Article II Section 1(d). In the case of an employee whose grievance is withdrawn and the employee is undergoing substance abuse treatment, such employee may continue as a member of the group while undergoing such treatment but without contribution from the Company. The employee shall contribute the full monthly premium or subscription charge for Health Care Coverages.

### **Section 7. Continuance of Coverages Upon Termination of Employment Other Than by Retirement or Death**

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

### **Section 8. Continuance of Health Care Coverages for Surviving Spouse of an Employee, if eligible, or a Certain Former Employee**

**(a)** Health Care Coverages will be provided for all surviving spouses who continue to be eligible for monthly survivor income benefits provided in Article II, Section 8(b) and 8(e) of the General Motors Canadian Group Life and Disability Insurance Program for Hourly-Rate Employees. The Company and the surviving spouse, in accordance with Article II, Section 1(d), shall make the required contribution for Health Care Coverages (including Dental) for the duration of continuing eligibility for monthly survivor income benefits.

**(b)** The Company shall make suitable arrangements for a surviving spouse (as defined in Article IV, Section 9):

(1) of an employee (but not of a former employee eligible for a deferred pension or an employee who retires under Article I, Section 2(a)(4)) if such spouse is receiving or is eligible to receive a survivor benefit under Article I of The General Motors Canadian Hourly-Rate Employees Pension Plan,

(c) The Company shall make suitable arrangements for a surviving spouse of an employee whose loss of life results from accidental bodily injuries caused solely by employment with the Company, and results solely from an accident in which the cause and result are unexpected and definite as to time and place, to participate in Health Care Coverages referred to in Article II; provided, however, such Coverages shall not include Dental, Hearing Aid or Vision coverages unless applicable to the employee at date of death, and shall terminate upon the remarriage (remarriage shall include a legal marriage or the cohabiting and residing by the surviving spouse with a person of the opposite sex, or on or after October 28, 1996 a person of the same sex who has been residing with the surviving spouse in a conjugal relationship, for a continuous period of at least one year during which such survivor publicly represents such person to be their spouse) or death of the surviving spouse.

(d) The Company and the surviving spouse, in accordance with Article II, Section 1(d), shall make the required contributions for Health Care Coverages continued in accordance with subsection (c) herein, only on behalf of a surviving spouse as defined in subsections (b) and (c) herein, and the eligible dependents of any such spouse.

The effective dates of coverages shall be in accordance with the rules and regulations of the local plans.

(e) Coverages provided under Article II, Section 1(d) for a sponsored dependent enrolled at the time of an employee's death may be continued at the option of the employee's surviving spouse while such spouse is enrolled for coverages as provided in this Section 8.

(f) When contributions by surviving spouses are required, they shall pay contributions directly to the Carriers on or before the due date.

The surviving spouse shall pay the full additional cost of coverages under this subsection (e) herein and the Company

shall not contribute toward the cost of Health Care Coverages for any sponsored dependents.

**(g)** The Company may, from time to time, request that such surviving spouses attest to the eligibility status of their dependents toward whose coverages the Company contributes. If the surviving spouse fails to comply with such request, the Company may reduce the surviving spouse's coverage to that of "self only", unless it can be demonstrated that the survivor had an eligible dependent.

### **Section 9. Cessation of Insurance**

Health Care Coverages shall automatically cease:

**(a)** for an employee who quits or is discharged as of the last day of the month in which the employee quits or is discharged or, if later, the date seniority is broken.

**(b)** for an employee who fails to make a required contribution for Health Care when due, the last day of the calendar month for which the last contribution was applicable.

## **ARTICLE IV DEFINITIONS**

### **Section 1. Employee**

**(a)** Any person regularly employed by the Company in Canada on an hourly-rate basis, including:

(1) hourly-rate persons employed on a full-time basis;

(2) students from educational institutions who are enrolled in cooperative training courses on hourly rate;

(3) part time hourly-rate employees who, on a regular and continuing basis, perform jobs having definitely established working hours, but the complete performance of which requires fewer hours of work than the regular work week, provided the services of such employees are normally available for at least half of the employing unit's regular work week.

**(b)** The term "employee" shall not include employees represented by a labour organization which has not signed an agreement making the Program applicable to such employees.

### **Section 2. Company**

The term "Company" shall mean a particular directly or indirectly owned Canadian Subsidiary Company of General Motors Company which has determined to participate in the Program.

### **Section 3. Provincial Hospital Plan**

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

### **Section 4. Provincial Medical Plan**

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

## **Section 5. Seniority**

Seniority as used in this Program is whichever of the following periods is applicable to the employee:

**(a)** If the employee is represented under a Collective Bargaining Agreement, seniority for the purposes of this Program shall be the same as seniority as defined in such Agreement.

**(b)** In the case of each non-represented employee, seniority for the purposes of this Program shall be unbroken service as defined by rules established by the Company.

## **Section 6. Plan**

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

## **Section 7. Eligible Children**

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

**(a)** of the employee by birth, legal adoption, or legal guardianship, while such child legally resides with, is in the custody of, and is dependent upon the employee,

**(b)** of the employee's spouse while such child is in the custody of and dependent upon the employee's spouse and is residing in and a member of the employee's household,

**(c)** as defined in (a) and (b) who does not reside with the employee but is the employee's legal responsibility for the provision of health care,

**(d)** who resides with and is related by blood or marriage to the employee, for whom the employee provides principal support as defined by the 1987 *Income Tax Act (Canada)*, and who was reported as a dependent on the employee's most recent income tax return or who qualifies in the current year for dependency tax status.

Eligible children as defined in (a), (b), (c) or (d) includes children regardless of age if totally and permanently disabled,

provided that any such child after the end of the year in which the child attains age 21 must be dependent upon the employee within the meaning of the 1987 *Income Tax Act (Canada)* and must legally reside with, and be a member of the household of, the employee. "Totally and Permanently Disabled" means having any medically determinable physical or mental condition which prevents the child from engaging in substantial gainful activity and which can be expected to result in death, or to be of long-continued or indefinite duration.

Upon application, eligible children who shall become orphaned on or after November 1, 1990 and who otherwise continue to be eligible as defined in (a), (b), (c) and (d) shall be provided for covered expenses under The General Motors Canadian Health Care Insurance Program for Hourly-Rate Employees to the extent that benefit coverage for such expenses is not available under any other program provided by a legal guardian, such other persons or entity on whom the orphan is dependent, or any provincial plan.

### **Section 8. Carrier**

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

### **Section 9. Surviving Spouse**

The term "Surviving Spouse" shall mean the person to whom the Employee is legally married prior to the Employee's death, or on or after December 13, 1976 if there is no such surviving spouse, means a person of the opposite sex who had been cohabiting and residing with the Employee, or on or after October 28, 1996 a person of the same sex who had been residing with the Employee in a conjugal relationship, at the time of the Employee's death, for an immediately preceding continuous period of at least one year, and who had been publicly represented by the Employee as the Employee's spouse.

### **Section 10. Spouse**

For the purposes of Article II, Section 1(c) the term "Spouse" shall mean the person to whom the Employee is legally married, or, if the Employee so elects, means a person of the opposite sex who has been residing with and cohabiting with the Employee, or on or after October 28, 1996 a person of the same sex who

has been residing with the Employee in a conjugal relationship, for a continuous period of at least one year, and has been publicly represented by the Employee as the Employee's spouse.

## **MISCELLANEOUS HEALTH CARE**

### **INSURANCE PROGRAM**

#### **DOCUMENTS**

#### **INSURANCE ITEMS AGREED TO**

1. There shall be appointed at each plant covered by the terms of the Master Agreement between the parties dated October 10, 2023, a local union insurance representative and a local management insurance representative. Each such representative shall have an alternate. One additional local union insurance representative may be provided at locations having 10,000 or more employees at work on the effective date of the Master Agreement covering such employees. Any union insurance representative and alternate shall be appointed by the local union.
2. In the event the local union insurance representative is absent, the alternate may perform the duties of such representative but the total time spent by the local union insurance representative and the alternate when combined may not exceed eight hours of available time in a day.
3. The individual appointed by the local union as the local union insurance representative or alternate shall be an employee of the Company, having at least one year of seniority, and working at the plant where, and at the time when, the individual is to serve as such representative.
4. Management or the local union at any time may remove any local insurance representative or alternate appointed by it and may appoint a representative or alternate to fill any vacancy.
5. The names of the local union insurance representative and alternate member shall be given in writing by the National Union Unifor Representative to the Director of Personnel or designated representative. No such representative or such alternate shall function as such until such written notice has been given.
6. The names of the local management representative and alternate local management representative shall be given in

writing by the Director of Personnel or designated representative to the National Union Unifor Representative.

7. The local union insurance representative shall, after reporting to the Supervisor, be granted permission to leave work during regular working hours without loss of pay:

(a) to attend meetings with the local management representative and,

(b) to confer with an employee, retiree, or beneficiary, who requests the representative's presence in order to give the local union insurance representative necessary information with respect to a problem regarding a denied claim, lack of coverage, a suspended claim, insufficient payment of a claim, a delayed claim, or an anticipated claim, with the understanding that the time will be devoted to the prompt handling of insurance matters that may be properly appealed under the procedure.

8. Meetings of the local union representative and the local management representative with respect to matters covered by the Procedure for Review of Denied Claims shall be arranged by mutual agreement.

9. Consistent with the purpose of the procedure a rule of reason should be applied in determining whether an employee should be excused from the job in order to confer with the local union insurance representative. 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 a discussion between the employee and the local union insurance representative is entirely practical without the necessity for 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 the employee's insurance problem as set forth in 7(b), herein, with the local union insurance representative. A suitable place in which to discuss such problems also should be permitted a retiree or beneficiary. This shall not interfere with any local practice which is mutually satisfactory.

**10.** At the request of an employee, retiree, or survivor, the local union insurance representative shall, after reporting to the Supervisor, be granted permission to leave work during regular working hours without loss of pay to be present at a plant meeting, if any, when the employee or survivor is filing a claim under the General Motors Group Life and Disability Insurance Program for Hourly-Rate Employees for Extended Disability Benefits, Total And Permanent Disability Insurance Benefits or Survivor Income Benefits with the plant management insurance representative.

**11.** Notwithstanding the provisions of Exhibit A, Section 3(c) of The General Motors Canadian Hourly-Rate Employees Pension Plan, Insurance Items Agreed To of The General Motors Canadian Group Life and Disability Insurance Program For Hourly-Rate Employees, Insurance Items Agreed To of the General Motors Canadian Health Care Insurance Program For Hourly-Rate Employees, Articles IV and V of the Canadian Supplemental Unemployment Benefit Plan, and the Items Agreed To By 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:

**(a) (i)** In plants having a total of at least 1,500 but less than 3,000 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.

**(ii)** In plants having a total of 600 or more but less than 1,500 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.

**(b)** 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, Group Life and Disability Insurance Program, Health Care Insurance Program, and the Supplemental Unemployment Benefit Plan.

**(c)** 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 eight (8) hours of available time in a day.

**(d)** 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.

**(e)** 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 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.

**12.** 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 agreements.

**(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 SUB 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.

## **PROCEDURE FOR REVIEW OF DENIED CLAIMS**

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

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

**Step 1.** Following receipt of notification from the carrier with regard to denial of a claim in full or in part, an employee may request the local union representative to review the disputed claim with the designated local management representative. If requested to do so, the designated local management representative will endeavour to obtain additional information from the carrier regarding the disputed claim. The carrier will advise the management representative what, if anything, can be done to support the employee's claim for payment of benefits.

**Step 2.** If the local union representative contests the position of the carrier as reported by the local management representative, the representative may refer the case on an appeal form provided for that purpose to the National Union Unifor Representative for review with the Director of Personnel or designated representative. At such time the representative shall notify the local management representative in writing of the intention to do so.

**Step 3.** The National Union Unifor Representative may review the disputed claim with the Company or the carrier. At the request of the National Union Unifor Representative, the Company will request the carrier to review such claim.

**Step 4.** The carrier will be requested to report in writing to the Director of Personnel or designated representative and the National Union Unifor Representative its action as a result of such review. If payment of the claim is denied in full or in part, the carrier will be requested to include in its report the pertinent reasons for the denial. Disputes related to questions of coverages shall be reviewed and appealed in the same manner as outlined in the preceding four steps, as applicable.

**MISCELLANEOUS  
AGREEMENT COVERING  
HOSPITAL, MEDICAL, AND  
PRESCRIPTION DRUG EXPENSE DATA**

The Company shall supply the following to the Union each year:

1. Number of employees with Hospital, Medical, and Prescription Drug Expense Coverages provided at Company expense by enrollment classification and local or insured plan area, during a representative month in the preceding calendar year;
2. Premium or subscription rates for the ensuing year by enrollment classifications and type of coverage, by local or insured plan area;
3. Premium or subscription rates for the ensuing year for sponsored dependents, by local or insured plan area.

## **UNDERSTANDINGS WITH RESPECT TO DENTAL BENEFITS**

### **Administrative Manual**

Policies, procedures and interpretations to be used in administering Dental Benefits shall be incorporated in an Administrative Manual prepared by the Carrier. Among other things the Manual shall:

- A.** Explain the benefits and the rules and regulations governing their payment.
- B.** Include administrative practices and interpretations which affect benefits.
- C.** Define professionally recognized standards of practice to be applied to benefits and procedures.
- D.** List the eligibility provisions and limitations and exclusions of the coverage, and procedures for status changes and termination of coverage.
- E.** Provide the basis upon which charges will be paid, including provisions for the benefit payment mechanism and protection of individuals against excess charges.
- F.** Provide for cost and quality controls by means of predetermination of procedures and charges, utilization and peer review, clinical post-treatment evaluation, and case reviews involving individual consideration of fees or treatment.

## **Carrier Agreement**

**Ms. Lana Payne**  
National President, Unifor  
115 Gordon Baker Road  
Toronto, Ontario

Dear Ms. Payne:

During the 2023 negotiations the parties discussed administration of the health care program. The Union expressed concerns regarding the administration and services currently being provided by Green Shield Canada. The concerns will be discussed during a regularly scheduled Quarterly Pension Review meetings with the Benefit Representative in attendance.

The parties further agreed to discuss the possibility of moving to another health care benefit provider.

The parties agree that a new Carrier must maintain at least the same level of benefits and administration of services for bargaining unit employees.

The Company currently intends to continue its arrangements with Green Shield Canada to be the carrier for all covered Benefits for the term of the 2023 Collective Agreement.

Yours truly,

Ritu Chatterjee  
General Director Labour Relations, Human Resources

Accepted and Approved:

Unifor

By: Lana Payne, National President,

## Prescription Drug Coverage

Ms. Lana Payne  
National President, Unifor  
115 Gordon Baker Road  
Toronto, Ontario

Dear Ms. Payne:

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

Prescription Drug benefits for Canadian residents who are age 65 or older are available without cost to the individual under the various Provincial Drug Benefit Programs. It is understood that Canadian residents age 65 or older who are eligible for Prescription Drug Coverage under the General Motors Canadian Health Care Insurance Program for Hourly-Rate Employees shall be required, commencing March 1, 1977, to present their prescriptions for dispensing under the various Provincial Drug Benefit Programs. Benefits shall continue to be provided for Covered Prescription Drug Expenses under such Insurance Program to the extent that benefit coverage for such expenses is not available under the various Provincial Drug Benefit Programs.

Yours truly,

Ritu Chatterjee  
General Director Labour Relations, Human Resources

Accepted and Approved:

Unifor

By: Lana Payne, National President, Unifor

## **Quebec Health Care Coverage**

**Ms. Lana Payne**

National President, Unifor  
**115 Gordon Baker Road**  
**Toronto, Ontario**

Dear Ms. Payne:

This will confirm our understanding reached during these negotiations with respect to Health Care Coverages for employees residing in the Province of Quebec.

The Company shall continue its arrangements to provide all Health Care Coverages set forth in this General Motors Canadian Health Care Insurance Program for Hourly-Rate Employees for eligible employees residing in the Province of Quebec.

The Company also shall continue its arrangements to provide Supplemental Coverage for eligible employees residing in the Province of Quebec to reimburse patients for Covered Expenses incurred in the following areas:

1. Insured ambulance services
2. Long Term Care
3. Physiotherapy services
4. Chiropractic services
5. Chiropodist services
6. Outpatient services involving X-rays, laboratory tests, electrocardiograms, bone setting, blood transfusions and anesthesia
7. Outpatient surgical facility charges
8. Semi-private and ward accommodations in chronic care units of general hospitals or in chronic care hospitals
9. Osteopathic services rendered in an office, institution, or home

10. One Vision examination per year, to the extent not provided under any government programs.

Benefits would be provided under such Supplemental Coverages upon submission of proof satisfactory to the Carrier that a covered person received Covered Services thereunder.

The benefit payment for Covered Expenses incurred would equal the lesser of (a) the actual charge for such Covered Services, or (b) the reasonable and customary charge for such Covered Services, but in no case would exceed the amount provided for such services under the Ontario Health Insurance Act and applicable regulations (as now in effect or as hereafter amended) taking into account any deductible or patient copayment amounts provided thereunder; less any reimbursement for which the patient otherwise may be eligible under existing coverages.

"Covered Services" in each of the ten areas previously set forth herein would be as provided in accordance with the Ontario Health Insurance Act and applicable regulations (as now in effect or as hereafter amended).

Yours truly,

Ritu Chatterjee

General Director Labour Relations, Human Resources

Accepted and Approved:

Unifor

By: Lana Payne, National President, Unifor

## **Adjusted Seniority Letter**

**Ms. Lana Payne**  
National President, Unifor  
115 Gordon Baker Road  
Toronto, Ontario

Dear Ms. Payne:

During these negotiations, the parties agreed that, provisions of the Master Agreement between the parties dated October 10, 2023 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 the current Master Agreement, but more than 24 months following the employee's last day worked, and who reacquires seniority and receives an adjusted seniority date upon completion of the probationary period, will have eligibility for coverages provided under the General Motors Canadian Health Care Insurance Program for Hourly-Rate Employees determined on the basis of such adjusted seniority date, but the effective date of such coverages shall be no earlier than the date on which the employee is actively at work after completing the probationary period.

For the purpose of determining the effective date of coverages for an employee who had acquired seniority during the term of either the 1979 or subsequent Master Agreement, the eligibility provisions of either the 1979, 1982, 1984, 1987, 1990, 1993, 1996, 1999, 2002, 2005, 2008, 2009, 2012, 2016 or the 2020 Insurance Program, respectively, rather than the 2023 Insurance Program, will apply.

For the purpose of determining eligibility for Hospital and Medical coverages, an employee's adjusted seniority date shall be deemed to be the employee's most recent date of hire.

Except as specifically modified herein, the applicable provisions of the General Motors Canadian Health Care Insurance Program for Hourly-Rate Employees shall govern.

Yours truly,

Ritu Chatterjee

General Director Labour Relations, Human Resources

Accepted and Approved:

Unifor

By: Lana Payne, National President, Unifor

## **Quebec Denture Therapists**

Lana Payne  
National President, Unifor  
115 Gordon Baker Road  
Toronto, Ontario

Dear Ms. Payne:

During these negotiations the Union requested consideration for payment of benefits, under a schedule of fees, for services performed by Denture Therapists in the Province of Quebec. The Company pointed out that Denture Therapists are not licensed to practice in the Province of Quebec, and that no such fee schedule exists in Quebec.

It was agreed by the parties that if Denture Therapists should become licensed to practice in the Province of Quebec, and provided further that if, in Quebec, an approved Fee Schedule for Licensed Denture Therapists is issued, payment of benefits under Article II, Section 2 of the General Motors Canadian Health Care Insurance Program for Hourly-Rate Employees would become available in Quebec, based on such fee schedule, but in no case to exceed the amount payable for any such covered procedure under the corresponding Ontario Fee Schedule for Licensed Denture Therapists in effect one year prior to the date the expense was incurred.

Yours truly,

Ritu Chatterjee  
General Director Labour Relations, Human Resources

Accepted and Approved:

Unifor

By: Lana Payne, National President, Unifor

## **GM-Unifor Committee on Health Care Benefits**

Lana Payne  
National President, Unifor  
115 Gordon Baker Road  
Toronto, Ontario

Dear Ms. Payne:

During these Negotiations the parties renewed their commitment for the Company-Union Committee defined under Exhibit G, Section 4(c) of the Health Care Insurance Program to investigate, consider and upon mutual agreement, engage in activities that may have high potential for cost savings, while achieving the maximum coverage and service for the employees covered for Health Care Benefits, including the implementation of pilot programs designed to improve the function of the various Health Care Programs.

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

- Review the performance of various carriers as it pertains to cost efficiency and delivery of benefits.
- Review with the carrier changes to the Dental Association fee guides.
- Study and evaluate Mail Order Pharmacy arrangements and if mutually acceptable implement a pilot program that will give the employees and their eligible dependents an option to purchase their drugs through a Mail Order Pharmacy without the requirement of a co-pay.
- Consider implementing alternative systems for the delivery of benefits such as Dental Capitation Plans and Preferred Provider Networks.
- Review the drug products removed by the Ontario Drug Benefit Plan from their formulary that they have determined to be no longer therapeutically necessary or because there is a cheaper substitute available, in order to determine whether such drug products should also be removed from the Drug Plan.

- Study the proposed Ontario long term care program which includes alternatives to extended care in nursing homes and homes for the aged.
- Develop joint employee communications focused on educating employees to be informed consumers of their Health Care benefits.

The parties agree that the Committee described in Exhibit G, Section 4(c) will begin discussions on these issues as soon as practicable after negotiations.

Yours truly,

Ritu Chatterjee

General Director Labour Relations, Human Resources

Accepted and Approved:

Unifor

By: Lana Payne, National President, Unifor

## **Employment Insurance Premium Reduction**

Lana Payne  
National President, Unifor  
115 Gordon Baker Road  
Toronto, Ontario

Dear Ms. Payne:

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

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

Currently, the premium reduction is shared with employees in the form of a cash rebate.

It was agreed that effective with the first pay period ending in January 1988, the Company will cease sharing the premium reduction with employees in the form of a cash rebate and will instead apply the employee's share of the Employment Insurance premium reduction to improvements in current benefits or to provide new benefits.

Yours truly,

Ritu Chatterjee  
General Director Labour Relations, Human Resources

Accepted and Approved:

Unifor

By: Lava Payne, National President,

## **Out of Province Assistance**

Lana Payne  
National President, Unifor  
115 Gordon Baker Road  
Toronto, Ontario

Dear Ms. Payne:

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

Arrangements have been made with Green Shield Canada Travel Assistance Service, an international medical service organization, to arrange the facilitating of claims payment and funds transfers described above. It was also agreed that an out-of-province plan brochure that details all the services available to travelers through Green Shield Canada Travel Assistance Service, will be developed and distributed to all employees and surviving spouses.

In particular, such brochure advises that:

- You must contact Green Shield Canada Travel Assistance immediately following any occurrence requiring emergency out-of-province medical care and prior to receiving treatment, except where advance notice cannot reasonably be provided due to medical or other exceptional circumstances. Failure to contact

Green Shield Travel Assistance prior to receiving treatment may result in your claim being denied or reduced.

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

Exclusions set out include:

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

A multilingual Green Shield Canada Travel Assistance Service specialist can provide direction to the best available medical facility or physician which can provide the appropriate care. In

serious medical cases, the Green Shield Canada Travel Assistance Service physician will provide Case Management (i.e., following the patient's medical progress to ensure that they are receiving the best available medical treatment and keeping in constant communication with the patient's family, family physician and the treating physician). Upon notification of the necessity for treatment of an accidental or medical emergency, Green Shield Canada Travel Assistance reserves the right to consult with the attending physician and the patient's family or admitting physician to determine if it would be appropriate for Green Shield Canada Travel Assistance to arrange for air or land ambulance repatriation for the patient (and the patient's accompanying spouse) to a hospital in the patient's province of residence for such continuing treatment. Such repatriation is mandatory, where the attending physician and family or admitting physician determine that the patient is medically fit to travel and appropriate arrangements have been made to admit the patient into the Provincial Health Care system. Should the patient opt not to repatriate, no further benefits will be paid under the plan for the resolved emergency. Reimbursement will be provided (to a maximum of \$1,000) for the cost of returning the patient's personal use motor vehicle to their place of residence or nearest appropriate vehicle rental agency when the patient is repatriated to their province of residence.

Yours truly,

Ritu Chatterjee

General Director Labour Relations, Human Resources

Accepted and Approved:

Unifor

By: Lana Payne, National President,

## **Health Care Spending Account**

Lana Payne  
National President, Unifor  
115 Gordon Baker Road  
Toronto, Ontario

Dear Ms. Payne:

During these negotiations the parties discussed the potential advantages of establishing a Spending Account for Health Care coverages.

The parties recognize that a Spending Account could enhance the existing Health Care Programs by providing all employees with the flexibility to tailor coverages to better meet their own individual circumstances.

As the parties wished to further investigate the potential advantages of such an account, it was agreed that during the term of the current Agreement, a Health Care Spending Account would be reviewed. If, as a result of the review, the parties mutually agree to establish a spending account, it would be the intent to reach an agreement with regards to all the terms and conditions regarding the account.

Yours truly,

Ritu Chatterjee  
General Director Labour Relations, Human Resources

Accepted and Approved:

Unifor

By: Lana Payne, National President,

## **Administration**

Ms. Lana Payne  
National President, Unifor  
205 Placer Court  
North York, Ontario

Dear Ms. Payne:

During these negotiations the Union expressed concern regarding changes to the administration of the Health Care Program.

The parties reaffirmed that the administration of the Program was vested exclusively in the Company, as provided in Exhibit G, Section 4(a). However, the Company did understand the Union's desire to be made aware of changes from which problems may arise.

Therefore, it was agreed that the Company would communicate any changes in administration in writing to the National Union Unifor as soon as practicable.

Yours truly,

Ritu Chatterjee  
General Director Labour Relations, Human Resources

Accepted and Approved:

Unifor

By: Lana PayneJerry Dias, National President, Unifor

## **Prescription Drug Plan**

Lana Payne  
National President, Unifor  
115 Gordon Baker Road  
Toronto, Ontario

Dear Ms. Payne:

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

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

- Green Shield Canada will review drugs introduced since October 1, 1993 for inclusion into the formulary. If Green Shield Canada does not recommend a new drug for inclusion on the formulary or Green Shield Canada requires additional assistance they will engage the services of an independent external scientific review agency to assist.
- Subscribers who inadvertently pay out-of-pocket for a drug not included on the formulary will be reimbursed on an exception basis for the initial prescription pending a prescription change by the patient's physician to a covered drug.
- Patients who have a specific diagnosed medical condition (not including a personal preference) that requires the use of a specific drug for therapeutic or life saving conditions and such drug is not included as a covered benefit will be reimbursed on an exception basis.

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

Yours truly,

Ritu Chatterjee  
General Director Labour Relations, Human Resources

Accepted and Approved:

Unifor

By: Lana Payne, National President, Unifor

## Psychologist Treatment

Ms. Lana Payne  
National President, Unifor  
115 Gordon Baker Road  
Toronto, Ontario

Dear Ms. Payne:

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

It was agreed that in cases where an Employee, Spouse or Eligible Children require counselling services for personal, family or marital problems, a benefit will be provided toward this service.

Effective September 24, 2023, counselling provided by a regulated health professional who is a member in good standing with the applicable regulatory College and who is licensed to practice in the province/territory as a registered clinical psychologist, a Master of Social Work, a Master of Psychology, or a psychotherapist will be reimbursed at a rate of \$100 per visit per participant to an annual maximum of \$1,000 per calendar year per participant.

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

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

Yours truly,

Ritu Chatterjee  
General Director Labour Relations, Human Resources

Accepted and Approved:

Unifor

By: Lana Payne, National President, Unifor

## **Speech Therapy**

Ms. Lana Payne  
National President, Unifor  
115 Gordon Baker Road  
Toronto, Ontario

Dear Ms. Payne:

This will confirm our understanding reached during these negotiations with respect to coverage for speech therapy.

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

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

Yours truly,

Ritu Chatterjee  
General Director Labour Relations, Human Resources

Accepted and Approved:

Unifor

By: Lana Payne, National President,

## **Carrier Meetings**

Ms. Lana Payne  
National President, Unifor  
115 Gordon Baker Road  
Toronto, Ontario

Dear Ms. Payne:

During these negotiations the parties discussed ways in which the delivery of certain health services and disability benefits could be improved for the betterment of employees, in particular in the area of maintaining employees' dignity, while remaining consistent with the parties' objectives to better manage costs. Of particular concern to the Union were the overall administrative policies utilized by the benefit plan carrier, Green Shield Canada and the necessity for discussion between the parties prior to implementation of such administrative policies.

In addition, the parties discussed the merits of continuing the meetings with the GM Canada Benefits Centre to address any issues that may arise.

The parties recognize the value of on-going discussions and agree to meet quarterly and review with these Carriers, if necessary, any concerns with the intent to reach a mutually satisfactory resolution.

Yours truly,

Ritu Chatterjee  
General Director Labour Relations, Human Resources

Accepted and Approved:

Unifor

By: Lana Payne, National President, Unifor

## **Nutritional Supplements**

Ms. Lana Payne  
National President, Unifor  
115 Gordon Baker Road  
Toronto, Ontario

Dear Ms. Payne:

This will confirm our understanding reached during these negotiations with respect to nutritional supplements.

It was agreed that in cases where it is medically necessary due to illness or concomitant medical conditions for individuals to have nutritional supplements, the Company will allow coverage of these products when prescribed by a physician as the sole source of nutrition either orally or by tube feeding. The following conditions must be met prior to approval:

- (a) The individual must have an oropharyngeal or gastrointestinal disorder resulting in oesophageal dysfunction or dysphagia (i.e. neuromuscular disorder) and/or
- (b) The individual must have a maldigestion or malabsorption or significant stomach failure where food is not tolerated (i.e. pancreatic insufficiency); or
- (c) The individual must have a primary diagnosis of cancer and be actively receiving chemotherapy, radiation therapy or palliative care. The benefit will be limited to the lesser of 220 servings or \$500 per year and available only when the individual would qualify for In-Home Nursing Care.

All applicable Provincial and Federal government assistance is applied for prior to consideration for coverage and an assessment and re-evaluation of the patient's condition must be done on a semi-annual basis.

Exclusions under this program include but are not limited to: prescribed weight loss in the treatment of obesity, food allergies, body building, meal replacement, convenience, or as a replacement for breast feeding.

Individuals that are able to tolerate some solid foods and require only supplementation in addition to food will not be eligible for this benefit.

Any failure to comply with any of the foregoing may result in non-payment of the claim.

Yours truly,

Ritu Chatterjee

General Director Labour Relations, Human Resources

Accepted and Approved:

Unifor

By: Lana Payne, National President, Unifor

## **Dental Plan**

Ms. Lana Payne  
National President, Unifor  
115 Gordon Baker Road  
Toronto, Ontario

Dear Ms. Payne:

This letter outlines our understanding reached with regards to the Dental Plan.

The parties are jointly concerned about the future direction the Ontario Dental Association (ODA) and Canadian Dental Association (CDA) may take with regards to their pricing methodology. As these changes are yet undefined, their impact on the Dental Plan cannot be assessed.

It has therefore been agreed that upon the completed assessment of changes introduced by the ODA and/or CDA, the parties shall determine if the Dental Plan should be modified. Consideration of such modifications would include but not be limited to establishing a participating provider network and designing an auto industry dental fee guide.

The parties would intend to introduce any mutually agreed upon modifications within the term of the current agreement.

Yours truly,

Ritu Chatterjee  
General Director Labour Relations, Human Resources

Accepted and Approved:

Unifor

By: Lana Payne, National President, Unifor

## **Adverse Drug Reaction**

Ms. Lana Payne  
National President, Unifor  
115 Gordon Baker Road  
Toronto, Ontario

Dear Ms. Payne:

During these negotiations, the parties discussed the revisions to the drug plan and the concerns of the Union that a brand name drug may be prescribed in lieu of a generic equivalent. In the case where a physician indicates a brand name drug is medically required, the Carrier must be provided with a copy of the "Canadian Adverse Drug Reaction Monitoring Program" form completed by the physician that has been submitted to Health Canada to determine eligibility for payment of the cost of the prescribed drug. If it is determined that the brand name drug is medically required, the plan will pay the cost of the brand name drug.

Yours truly,

Ritu Chatterjee  
General Director Labour Relations, Human Resources

Accepted and Approved:

Unifor

By: Lana Payne, National President, Unifor

## **Government Drug Initiatives**

Lana Payne  
National President, Unifor  
115 Gordon Baker Road  
Toronto, Ontario

Dear Ms. Payne:

During these negotiations, the concept of a maximum allowable cost (MAC) drug plan pricing structure was proposed by the Company and discussed in detail by the parties. The MAC pricing was discussed specifically in relationship to the potential for the province of Ontario to implement changes to the Ontario Drug Benefit (ODB) plan. The Ontario Ministry of Health and Long Term Care established a Drug System Secretariat in June 2005 to provide the Minister, by the end of 2005, strategies for managing drug costs and other matters.

In addition to Ontario initiatives, it was noted that the September 2004 First Ministers Health Accord commits the federal and provincial governments to develop a National Pharmaceuticals Strategy (NPS) by June, 2006. This strategy may precipitate many changes in government drug plan administration policies with respect to catastrophic coverage, drug costs, and the interrelationships of public and private sector drug benefit plan arrangements in each province.

The Company and the Union realize that the results of federal and provincial initiatives will bring changes which may have effects, both positive and negative, on the cost of funding prescription drug benefits. It is highly likely that changes will occur during the term of this agreement but the details of the changes and the magnitude of change in cost cannot be predicted.

In view of this uncertainty, the Company and the Union agree to work with the carrier to develop an understanding of the nature and impact of the changes as they become known to:

1. Meet and discuss concerns arising from the changes referred to above, with the intent to resolve such concerns in a mutually satisfactory manner.
2. Assist plan members to retain access to medically necessary drug treatments.

Yours truly,

Ritu Chatterjee

General Director Labour Relations, Human Resources

Accepted and Approved:

Unifor

By: Lana Payne, National President, Unifor

## Prostate Specific Antigen Test

Ms. Lana Payne  
National President, Unifor  
115 Gordon Baker Road  
Toronto, Ontario

Dear Ms. Payne:

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

It was agreed that during the life of the current Agreement, effective September 24, 2023, a contribution will be provided towards the cost of one (1) PSA test annually, to a maximum of \$60, for covered persons with a prostate, or born with a prostate, age fifty (50) and older.

Yours truly,

Ritu Chatterjee  
General Director Labour Relations, Human Resources

Accepted and Approved:

Unifor

By: Lana Payne, National President, Unifor

## **Private Health Care**

Ms. Lana Payne  
National President, Unifor  
115 Gordon Baker Road  
Toronto, Ontario

Dear Ms. Payne:

During these negotiations, the parties discussed the potential opportunity for private health care in Canada. There were concerns raised by both parties regarding the potential impact on the financial position of the plan and the plan members should private health care become more accessible to plan members in Canada.

Should problems arise as a result of the expansion of private health care in Canada, the parties agree to address these issues as they arise with the intent of resolving these concerns in a mutually satisfactory manner.

Yours truly,

Ritu Chatterjee  
General Director Labour Relations, Human Resources

Accepted and Approved:

Unifor

By: Lana Payne, National President, Unifor

## **Access to Government Programs**

Ms. Lana Payne  
National President, Unifor  
115 Gordon Baker Road  
Toronto, Ontario

Dear Ms. Payne:

During these negotiations, the parties discussed concerns raised by the Company regarding accessibility of prescription drug coverage for plan members through the Ontario Drug Benefit (ODB) Plan Section 8. Individuals age 65 and over or those receiving home care services may be eligible for ODB benefits which are not being utilized in all cases, resulting in the Company providing a benefit that may be payable first through the ODB. The parties agree to work with the carrier and develop mutually agreed upon strategies designed to gain access for plan members to the ODB where appropriate and explore opportunities including:

- Requiring application for coverage for drugs listed under Section 8 of the ODB.
- Finding a means of identifying those in receipt of home care benefits through the Community Care Access Centres (CCAC).
- Referring all plan members receiving home care benefits to the CCAC for prescription drug coverage.

Yours truly,

Ritu Chatterjee  
General Director Labour Relations, Human Resources

Accepted and Approved:

Unifor

By: Lana Payne, National President, Unifor

## **U.S. Health Care**

Ms. Lana Payne  
National President, Unifor  
115 Gordon Baker Road  
Toronto, Ontario

Dear Ms. Payne:

This letter will confirm our discussions during these negotiations with respect to Health Care for employees residing in the United States.

The Company's practice of providing comparable to OHIP hospital/medical coverage for employees residing in the United States was discontinued for those moving to the United States on or after October 1, 2009 or those hired on or after October 1, 2009 whose residence is in the United States.

The Company shall continue its arrangements to provide the current comparable to OHIP hospital/medical coverage for eligible employees residing in the United States prior to October 1, 2009.

It is understood that this change has no impact on the other Health Care coverages set forth in the General Motors Canadian Health Care Insurance Program for Hourly-Rate Employees.

Yours truly,

Ritu Chatterjee  
Director, Labour Relations

Accepted and Approved:

Unifor

By: Lana Payne, National President, Unifor

## **Drug Pricing**

Ms. Lana Payne  
National President, Unifor  
115 Gordon Baker Road  
Toronto, Ontario

Dear Ms. Payne:

During the course of these negotiations there was considerable discussion concerning the pricing of prescription drugs.

The parties noted that the long-standing practice of the listed provincial government drug price, being the price available to the private sector, is no longer applicable. This change in the prescription drug market has resulted in drug manufacturers, both brand and generic, having multiple prices for their products. Considering this changed environment, the parties discussed exploring the possibility of preferred drug pricing arrangements.

The parties agreed that should drug cost savings be negotiated with drug manufacturers, the parties will meet to discuss the implementation of a provision recognizing only the lowest net cost alternative drug as an eligible prescription drug expense within the term of the current contract.

It is also noted and agreed upon by the parties, that such arrangements with the drug manufacturers will not result in a negative financial impact on the plan member.

Yours truly,

Ritu Chatterjee  
Director, Labour Relations

Accepted and Approved:

Unifor

By: Lana Payne, National President, Unifor

## **Monthly Health Care Contributions for Temporary Part-Time (TPT) Employees**

Ms. Lana Payne

National President, Unifor

115 Gordon Baker

Toronto, Ontario

Dear Ms. Payne,

During the March 2009 discussions between the Company and the Union, it was agreed that the required monthly Health Care contribution, referenced under Article II, Section 1(d) of The General Motors Canadian Health Care Insurance Program for Hourly-Rate Employees, will be \$15.00 per month for Temporary Part-Time Employees enrolled for Health Care coverage. Effective January 1, 2024, the Health Care contribution for Temporary Part-Time Employees enrolled for Health Care coverage will be eliminated.

Yours truly,

Ritu Chatterjee

General Director Labour Relations, Human Resources

Accepted and Approved:

Unifor

By: Lana Payne, National President, Unifor

## **New Hire Retiree Health Care Benefits**

Ms. Lana Payne  
National President, Unifor  
115 Gordon Baker Road  
Toronto, Ontario

Dear Ms. Payne,

During the 2023 negotiations, the parties discussed Retiree Health Care Benefits for all New Hire Employees hired on or after October 1, 2012.

During the 2012 negotiations, the parties agreed to the following:

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

During the 2020 negotiations, further to the above, the parties agreed that:

- Contributions for each employee will now begin upon completion of the eighth (8<sup>th</sup>) year of service.
- The contributions will be as follows:
  - 1<sup>st</sup> year contributions - \$0.50 per hour
  - 2<sup>nd</sup> year contributions - \$0.50 per hour
  - 3<sup>rd</sup> year contributions - \$0.75 per hour
  - All subsequent years - \$1.00 per hour
- These retiree health care contributions will be phased in retroactively for any employee that has completed eight (8) years of service as of September 28, 2020.

Effective SEPTEMBER 24, 2023, contributions for each employee will now begin upon completion of the fourth (4<sup>th</sup>) year of service

Yours truly,

Ritu Chatterjee

General Director Labour Relations, Human Resources

Accepted and Approved:

Unifor

By: Lana Payne, National President, Unifor

## **EMPLOYEE LIFE AND HEALTH TRUST**

Lana Payne  
National President, Unifor  
115 Gordon Baker Road  
Toronto, Ontario

Dear Ms. Payne:

During 2023 negotiations, the Union and the Company discussed the negotiated retiree healthcare contributions for employees hired on or after October 1, 2012, provided for in Exhibit G to the Collective Agreement (the “Contributions”) and the mechanisms to administer the Contributions.

The parties agree that the Company will direct the Contributions to an Employee Life and Health Trust (“ELHT”) to be established by the Union, subject to the following conditions being met to the satisfaction of the Company:

- the Trust meets all requirements of the *Income Tax Act* (Canada) (the “*ITA*”) and qualifies as an Employee Life and Health Trust under section 144.1 of the *ITA*, as may be amended from time to time;
- the Company’s obligation is limited to making the Contributions to the Trust and in no circumstances will the Company be liable for any contributions, funding or benefit obligations in excess of the Contributions;
- the Trust agreement contains a provision confirming that the Company is not liable for payment of any contributions, funding or benefit obligations in excess of the Contributions;
- the *ITA* permits the Union and the Trust to have sole responsibility for all benefits under the Trust and the administration of the Trust without any recourse to the Company so that the Company has and will have no obligations with respect to the Trust other than the Contributions, including but not limited to, administrative legal or fiduciary obligations, and the foregoing shall be confirmed in the Trust agreement;
- the Trust is structured to allow the Company to deduct Contributions pursuant to Section 144.1 (6) of the *ITA*;

- the Trust is responsible for ensuring that the benefits are taxed appropriately, under the *ITA*, and the Company has and will have no obligation related to tax withholding or reporting in respect of any benefits provided by the Trust;
- the Contributions paid by the Company to the Trust are used only to provide retiree health and dental benefits for General Motors of Canada Company's employees hired on or after October 1, 2012, who retire at a minimum age of fifty-five (55) years and with ten (10) or more years of company seniority, and any other use of funds from the Trust would be only where permitted under the *ITA* for an ELHT;
- the Trust is solely and exclusively responsible for providing all retiree health and dental benefits for eligible employees hired on or after October 1, 2012;
- the Union provides agreement on its own behalf and on behalf of its members, that the Company is not and will not be in any way liable for any deficit in the Trust; nor will the Company be required to make any additional payments to the Trust other than the Contributions; nor will the Company be required to pay for or provide any retiree health or dental benefits to those retirees covered by the Trust including for greater certainty Company employees hired on or after October 1, 2012;
- there will be no recourse against the Company by the administrator of the Trust, the Union, or its membership or those covered by the Trust, including for greater certainty Company employees hired on or after October 1, 2012;
- any surplus in the Trust is to be retained within the Trust;
- the Union is responsible for:
  - the establishment, independent administration, and auditing of the Trust;
  - ensuring the Trust maintains proper legal standing and complies with all applicable legal requirements;
  - the Union obtains and maintains any and all necessary regulatory approvals or rulings from

- the Canada Revenue Agency or other authorities, including as to the deductibility of the Contributions to the Trust, and the tax-free nature of the benefits; and

    - o providing evidence of the foregoing to the Company for its review;
- the Union shall provide:

  - o a copy of the Trust agreement to the Company for review prior to execution so that the Company may satisfy itself that the Trust agreement complies with this letter;
  - o an executed copy of the Trust agreement to the Company before Contributions are directed to the Trust; and
  - o promptly to the Company copies of any executed amendments to the Trust agreement when made in the future;
- the Trust provides to the Company annual audited financial statements once the Board of Trustees have retained the services of an auditor (for the interim period, the Trust will be responsible to provide unaudited financial statements to the Company);
- the Company is not and will not be required to incur any expenses associated with the Trust, including but not limited to tax, actuarial, legal, or consulting;
- the Union will indemnify the Company in writing with respect to the Trust providing retiree health and dental benefits by the Trust. The Company and the Union will set up a dispute resolution process that remediates data administrative, accounts reconciliation issues and/or with respect to timely remittance of Contributions; and
- all of the foregoing will be confirmed in the Trust agreement.

It is understood that any commitment made in the future by the Company to make Contributions into the Trust will remain conditional on demonstration, to the Company's satisfaction, at minimum, of the items outlined above, including but not limited to:

- o the Trust qualifying as an ELHT under the ITA;

- the benefits under the Trust for Company employees are those negotiated in this agreement (retiree health and dental benefits);
- the Trust is structured to allow the Company to deduct Contributions pursuant to Section 144.1 (6) of the ITA;
- the ITA permits the Trust to have sole responsibility for all benefits under the Trust and for the administration of the Trust without any recourse to the Company so that the Company shall have no obligations with respect to the Trust other than the Contributions, including but not limited to, administrative, legal or fiduciary expenses or obligations, and that the foregoing is confirmed in the Trust agreement;
- the parties agreeing that a Trust is feasible and respects the terms and conditions mentioned herein;
- the parties entering into appropriate agreements with respect to the Trust addressing the points herein; and
- the acceptability of the Trust established by the Union to the Company following any required due diligence by the Company.

The parties further agreed that should the legislation with respect to Employee Life and Health Trusts be amended either prior to or subsequent to the meeting following ratification of the collective agreement, the parties will meet again as soon as feasible after such legislative amendment is final to explore any changes that may be needed to the Trust structure to ensure the intentions of this letter are met.

Yours truly,

GENERAL MOTORS OF CANADA COMPANY

Ritu Chatterjee

General Director Labour Relations, Human Resources

Accepted and Approved:

Unifor

By: Lana Payne,  
National President, Unifor

## Statement on Child Care

Ms. Lana Payne

Unifor

115 Gordon Baker Road

Toronto, Ontario

Dear Ms. Payne,

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

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

- to provide a subsidy of sixteen (\$16.00) dollars per full day for dependent children age 0 through 6 attending a child care facility that is licensed under the *Child Care and Early Years Act, 2014* (or applicable superseding legislation). Eligibility for this subsidy will end for dependent children after August 31 of the year in which age 6 is attained.
- to provide a subsidy of nine (\$9.00) dollars per half day for dependent children age 0 through 6 attending such facilities as set forth above. Eligibility for this subsidy will end for dependent children after August 31 of the year in which age 6 is attained.
- to provide a subsidy to a maximum of nine (\$9.00) dollars per day for dependent children ages 3 up to and including age 10 who do not qualify for the half day or full day subsidy for the use of: licensed before school, after school, or both before and after school care.
- to apply the benefit subsidy equally to all licensed childcare centres and services, including in-home care.
- capped at an annual maximum of three thousand (\$3,000.00) dollars per year, per eligible child.
- if an eligible employee passes away while covered by this child care benefit, this benefit will be provided to the surviving spouse and eligible children. Coverage will continue for the same length of time as surviving spouse coverage as per the rules defined in Article III, Section 8.

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

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

Yours truly,

Ritu Chatterjee Matthew Hough  
General Director Labour Relations, Human Resources

Accepted and Approved:

Unifor

By: Lana Payne, National President, Unifor

## **Over the Counter Drugs**

Ms. Lana Payne  
National President, Unifor  
115 Gordon Baker Road  
Toronto, Ontario

Dear Ms. Payne:

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

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

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

Yours truly,

Ritu Chatterjee  
General Director Labour Relations, Human Resources

Accepted and Approved:

Unifor

By: Lana Payne, National President, Unifor

## Carrier Administrative Policies

Ms. Lana Payne  
National President, Unifor  
115 Gordon Baker Road  
Toronto, Ontario

Dear Ms. Payne:

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

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

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

Yours truly,

Ritu Chatterjee  
General Director Labour Relations, Human Resources

Accepted and Approved:

Unifor

By: Lana Payne, National President, Unifor

## Medical Cannabis

Ms. Lana Payne

National President, Unifor  
115 Gordon Baker Road  
Toronto, Ontario

Dear Ms. Payne:

This will confirm our understanding reached during these negotiations with respect to coverage for medical cannabis.

It was agreed that in cases where it is medically necessary due to illness or a concomitant medical condition, medical cannabis is a covered benefit when prescribed by a physician. The following conditions must be met prior to approval:

- The individual must be 25 years of age or over unless otherwise stated;
- The individual must have chronic neuropathic pain or spasticity due to multiple sclerosis or nausea due to cancer chemotherapy; Dravet syndrome or Lennox-Gastaut syndrome (age 2+ and limited to CBD products only); palliative cancer pain in adults (age 18+); and
- It is deemed to be a last resort treatment for the above.

Conditions that are approved or will be approved by the Green Shield Canada Pharmaceutical and Therapeutic Committee during the life of the agreement will be added as a covered benefit.

The Company will request that chronic social or generalized anxiety, insomnia, chronic pain, and epilepsy will be reviewed by the Green Shield Canada Pharmaceutical and Therapeutic Committee for potential inclusion as conditions eligible as a covered benefit.

This benefit will be limited to an annual maximum of \$500.00 per benefit year per plan participant.

Yours truly,

Ritu Chatterjee

General Director Labour Relations, Human Resources

Accepted and Approved:

Unifor

By: Lana Payne, National President, Unifor



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5	6	7	8	9	10	11	3	4	5	6	7	8	9	7	8	9	10	11	12	13
12	13	14	15	16	17	18	10	11	12	13	14	15	16	14	15	16	17	18	19	20
19	20	21	22	23	24	25	17	18	19	20	21	22	23	21	22	23	24	25	26	27
26	27	28	29	30	31		24	25	26	27	28	29	30	28	29	30	31	26	27	28
31																				

2028																				
JAN.		JAN.		FÉV.		MAR.		MARS		APR.		AVR.								
S	M	T	W	T	F	S	S	M	T	W	T	F	S							
D	L	M	M	J	V	S	D	L	M	M	J	V	S							
1		1	2	3	4	5	1	2	3	4	5	6	1							
2	3	4	5	6	7	8	6	7	8	9	10	11	2	3	4	5	6	7	8	
9	10	11	12	13	14	15	13	14	15	16	17	18	12	13	14	15	16	17	18	
16	17	18	19	20	21	22	20	21	22	23	24	25	19	20	21	22	23	24	25	
23	24	25	26	27	28	29	27	28	29				26	27	28	29	30	31		
30	31																			
MAY	MAI	JUNE		JUIN		JULY		JUILL.		AUG.		AOÛT								
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S
D	L	M	M	J	V	S	D	L	M	M	J	V	S	D	L	M	M	J	V	S
1	2	3	4	5	6	7		1	2	3	4	5	6		1	2	3	4	5	6
7	8	9	10	11	12	13	4	5	6	7	8	9	10	2	3	4	5	6	7	8
14	15	16	17	18	19	20	11	12	13	14	15	16	17	9	10	11	12	13	14	15
21	22	23	24	25	26	27	18	19	20	21	22	23	24	16	17	18	19	20	21	22
28	29	30	31				25	26	27	28	29	30		23	24	25	26	27	28	29
30	31													30	31					
SEPT.	SEPT.	OCT.		OCT.		NOV.		NOV.		DEC.		DÉC.								
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S
D	L	M	M	J	V	S	D	L	M	M	J	V	S	D	L	M	M	J	V	S
1	2		1	2	3	4	1	2	3	4	5	6	7		1	2	3	4	5	6
3	4	5	6	7	8	9	8	9	10	11	12	13	14	5	6	7	8	9	10	11
10	11	12	13	14	15	16	15	16	17	18	19	20	21	12	13	14	15	16	17	18
17	18	19	20	21	22	23	22	23	24	25	26	27	28	19	20	21	22	23	24	25
24	25	26	27	28	29	30	29	30	31					26	27	28	29	30		
31														31						

## 2025

JAN.		JAN.		FEB.		FÉV.		MAR.		MARS		APR.		AVR.						
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S
D	L	M	M	J	V	S	D	L	M	M	J	V	S	D	L	M	M	J	V	S
		1	2	3	4				1						1	2	3	4	5	
5	6	7	8	9	10	11	2	3	4	5	6	7	8	2	3	4	5	6	7	8
12	13	14	15	16	17	18	9	10	11	12	13	14	15	9	10	11	12	13	14	15
19	20	21	22	23	24	25	16	17	18	19	20	21	22	16	17	18	19	20	21	22
26	27	28	29	30	31		23	24	25	26	27	28	29	23	24	25	26	27	28	29
<b>MAY</b>		<b>MAI</b>		<b>JUNE</b>		<b>JUIN</b>		<b>JULY</b>		<b>JUILL.</b>		<b>AUG.</b>		<b>AOÛT</b>						
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S
D	L	M	M	J	V	S	D	L	M	M	J	V	S	D	L	M	M	J	V	S
		1	2	3			1	2	3	4	5	6	7		1	2	3	4	5	6
4	5	6	7	8	9	10	8	9	10	11	12	13	14	6	7	8	9	10	11	12
11	12	13	14	15	16	17	15	16	17	18	19	20	21	13	14	15	16	17	18	19
18	19	20	21	22	23	24	22	23	24	25	26	27	28	20	21	22	23	24	25	26
25	26	27	28	29	30	31	29	30						27	28	29	30	31		
<b>SEPT.</b>		<b>SEPT.</b>		<b>OCT.</b>		<b>OCT.</b>		<b>NOV.</b>		<b>NOV.</b>		<b>DEC.</b>		<b>DÉC.</b>						
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S
D	L	M	M	J	V	S	D	L	M	M	J	V	S	D	L	M	M	J	V	S
		1	2	3	4	5		1	2	3	4	5	6		1	2	3	4	5	6
7	8	9	10	11	12	13	5	6	7	8	9	10	11	2	3	4	5	6	7	8
14	15	16	17	18	19	20	12	13	14	15	16	17	18	9	10	11	12	13	14	15
21	22	23	24	25	26	27	19	20	21	22	23	24	25	16	17	18	19	20	21	22
28	29	30					26	27	28	29	30	31		23	24	25	26	27	28	29

## 2026

JAN.		JAN.		FEB.		FÉV.		MAR.		MARS		APR.		AVR.						
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S
D	L	M	M	J	V	S	D	L	M	M	J	V	S	D	L	M	M	J	V	S
		1	2	3			1	2	3	4	5	6	7		1	2	3	4	5	
4	5	6	7	8	9	10	8	9	10	11	12	13	14	8	9	10	11	12	13	14
11	12	13	14	15	16	17	15	16	17	18	19	20	21	15	16	17	18	19	20	21
18	19	20	21	22	23	24	22	23	24	25	26	27	28	22	23	24	25	26	27	28
25	26	27	28	29	30	31								29	30	31				
<b>MAY</b>		<b>MAI</b>		<b>JUNE</b>		<b>JUIN</b>		<b>JULY</b>		<b>JUILL.</b>		<b>AUG.</b>		<b>AOÛT</b>						
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S
D	L	M	M	J	V	S	D	L	M	M	J	V	S	D	L	M	M	J	V	S
		1	2				1	2	3	4	5	6	7		1	2	3	4	5	
3	4	5	6	7	8	9	7	8	9	10	11	12	13	5	6	7	8	9	10	11
10	11	12	13	14	15	16	14	15	16	17	18	19	20	12	13	14	15	16	17	18
17	18	19	20	21	22	23	21	22	23	24	25	26	27	19	20	21	22	23	24	25
24	25	26	27	28	29	30	28	29	30					26	27	28	29	30		
31																				
<b>SEPT.</b>		<b>SEPT.</b>		<b>OCT.</b>		<b>OCT.</b>		<b>NOV.</b>		<b>NOV.</b>		<b>DEC.</b>		<b>DÉC.</b>						
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S
D	L	M	M	J	V	S	D	L	M	M	J	V	S	D	L	M	M	J	V	S
		1	2	3	4	5		1	2	3	4	5	6		1	2	3	4	5	
6	7	8	9	10	11	12	4	5	6	7	8	9	10	8	9	10	11	12	13	14
13	14	15	16	17	18	19	11	12	13	14	15	16	17	15	16	17	18	19	20	21
20	21	22	23	24	25	26	18	19	20	21	22	23	24	22	23	24	25	26	27	28
27	28	29	30				25	26	27	28	29	30	31	29	30					





### 2023

JAN.		JAN.		FEB.		FÉV.		MAR.		MARS		APR.		AVR.						
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S
D	L	M	M	J	V	S	D	L	M	M	J	V	S	D	L	M	M	J	V	S
1	2	3	4	5	6	7		1	2	3	4				1					
8	9	10	11	12	13	14	5	6	7	8	9	10	11	5	6	7	8	9	10	11
15	16	17	18	19	20	21	12	13	14	15	16	17	18	12	13	14	15	16	17	18
22	23	24	25	26	27	28	19	20	21	22	23	24	25	19	20	21	22	23	24	25
29	30	31					26	27	28					26	27	28	29	30		31
<b>MAY</b>		<b>MAI</b>		<b>JUNE</b>		<b>JUIN</b>		<b>JULY</b>		<b>JUILL.</b>		<b>AUG.</b>		<b>AOÛT</b>						
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S
D	L	M	M	J	V	S	D	L	M	M	J	V	S	D	L	M	M	J	V	S
1	2	3	4	5	6	7		1	2	3					1	2	3	4	5	
7	8	9	10	11	12	13	4	5	6	7	8	9	10	2	3	4	5	6	7	8
14	15	16	17	18	19	20	11	12	13	14	15	16	17	9	10	11	12	13	14	15
21	22	23	24	25	26	27	18	19	20	21	22	23	24	16	17	18	19	20	21	22
28	29	30	31				25	26	27	28	29	30		23	24	25	26	27	28	29
<b>SEPT.</b>		<b>SEPT.</b>		<b>OCT.</b>		<b>OCT.</b>		<b>NOV.</b>		<b>NOV.</b>		<b>DEC.</b>		<b>DÉC.</b>						
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S
D	L	M	M	J	V	S	D	L	M	M	J	V	S	D	L	M	M	J	V	S
							1	2	3	4	5	6	7		1	2	3	4	5	6
3	4	5	6	7	8	9	8	9	10	11	12	13	14	5	6	7	8	9	10	11
10	11	12	13	14	15	16	15	16	17	18	19	20	21	12	13	14	15	16	17	18
17	18	19	20	21	22	23	22	23	24	25	26	27	28	19	20	21	22	23	24	25
24	25	26	27	28	29	30	29	30	31					26	27	28	29	30	31	

### 2024

JAN.		JAN.		FEB.		FÉV.		MAR.		MARS		APR.		AVR.						
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S
D	L	M	M	J	V	S	D	L	M	M	J	V	S	D	L	M	M	J	V	S
1	2	3	4	5	6	7		1	2	3					1	2	3	4	5	6
7	8	9	10	11	12	13	4	5	6	7	8	9	10	3	4	5	6	7	8	9
14	15	16	17	18	19	20	11	12	13	14	15	16	17	10	11	12	13	14	15	16
21	22	23	24	25	26	27	18	19	20	21	22	23	24	17	18	19	20	21	22	23
28	29	30	31				25	26	27	28	29			24	25	26	27	28	29	30
														31						
<b>MAY</b>		<b>MAI</b>		<b>JUNE</b>		<b>JUIN</b>		<b>JULY</b>		<b>JUILL.</b>		<b>AUG.</b>		<b>AOÛT</b>						
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S
D	L	M	M	J	V	S	D	L	M	M	J	V	S	D	L	M	M	J	V	S
1	2	3	4					1		1	2	3	4	5	6		1	2	3	
5	6	7	8	9	10	11	2	3	4	5	6	7	8	7	8	9	10	11	12	13
12	13	14	15	16	17	18	9	10	11	12	13	14	15	14	15	16	17	18	19	20
19	20	21	22	23	24	25	16	17	18	19	20	21	22	21	22	23	24	25	26	27
26	27	28	29	30	31		23	24	25	26	27	28	29	28	29	30	31		25	26
							30													
<b>SEPT.</b>		<b>SEPT.</b>		<b>OCT.</b>		<b>OCT.</b>		<b>NOV.</b>		<b>NOV.</b>		<b>DEC.</b>		<b>DÉC.</b>						
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S
D	L	M	M	J	V	S	D	L	M	M	J	V	S	D	L	M	M	J	V	S
1	2	3	4	5	6	7		1	2	3	4	5			1	2	3	4	5	6
8	9	10	11	12	13	14	6	7	8	9	10	11	12	3	4	5	6	7	8	9
15	16	17	18	19	20	21	13	14	15	16	17	18	19	10	11	12	13	14	15	16
22	23	24	25	26	27	28	20	21	22	23	24	25	26	17	18	19	20	21	22	23
29	30						27	28	29	30	31			24	25	26	27	28	29	30