

**Agreement, Supplemental  
Agreements, and Appendix R**

**to the Agreement between**



**Ford Motor Company  
Of Canada, Limited**

And



**UNIFOR**  
theUnion | lesyndicat

**National Union, Unifor**

**September 28, 2020**

- Agreement Concerning the Supplemental Unemployment Benefit Plan, the Separation Payment Plan, and the Automatic Short Week Benefit Plan
- Supplemental Agreement Concerning Income Maintenance Benefit Plan, and Voluntary Termination of Employment Plan
- Supplemental Agreement Concerning Unifor-Ford Legal Services Plan
- Group Life Disability Insurance Hospital-Surgical-Medical-Drug-Dental-Vision Expense Coverages (H-S-M-D-D-V Program)

AGREEMENT CONCERNING THE SUPPLEMENTAL  
UNEMPLOYMENT BENEFIT PLAN,  
THE SEPARATION PAYMENT PLAN, AND  
THE AUTOMATIC SHORT WEEK BENEFIT PLAN

BETWEEN:

FORD MOTOR COMPANY OF CANADA, LIMITED

AND

UNIFOR  
AND ITS LOCALS NO. 200, 240, 584, 707, 1087 AND  
1324

MADE AT TORONTO, ONTARIO AS OF THE **28TH** DAY  
OF **SEPTEMBER, 2020**

**PART A - AGREEMENT**

Page

1.01	Continuation and Amendment of the Plan	9
1.02	Termination of The Supplemental Unemployment Benefit Plan Prior to Expiration Date	10
1.03	Obligations During Term of This Agreement	10
1.04	Term of Agreement; Notice to Modify or Terminate	11
1.05	Governmental Rulings	12
1.06	Miscellaneous	12

**PART B - SUPPLEMENTAL UNEMPLOYMENT BENEFIT PLAN**

**ARTICLE 1 ELIGIBILITY**

1.01	Eligibility for Regular Benefit	14
1.02	Conditions with Respect to Layoff	16
1.03	Appeal of Denial of Employment Insurance Benefit	18

**ARTICLE 2 AMOUNT OF REGULAR BENEFITS**

2.01	Regular Benefits	19
2.02	Employment Insurance Benefit and Other Compensation	20
2.03	Insufficient Credit Units for a Regular Benefit	24
2.04	Regular Benefit Overpayment	24
2.05	Withholding Tax	25
2.06	Deduction of Union Dues	25

**ARTICLE 3 CREDIT UNITS AND DURATION OF REGULAR  
BENEFITS**

3.01	General	26
3.02	Accrual of Credit Units	26
3.03	Forfeiture of Credit Units	29
3.04	Credit Unit Cancellation on Payment of Regular Benefits	31
3.05	Armed Services	32
3.06	Crediting of Guaranteed Annual Income Credit Units	32
3.07	Guarantee Date	36
3.08	Guaranteed Annual Income Credit Unit	36

**ARTICLE 4 APPLICATION, DETERMINATION OF ELIGIBILITY AND APPEAL PROCEDURE**

4.01	Application	37
4.02	Determination of Eligibility	38
4.03	Appeals	39

**ARTICLE 5 ADMINISTRATION OF THE PLAN**

5.01	Powers and Authority of the Company	42
5.02	Board of Administration of the Plan	43
5.03	Determination of Dependents	47
5.04	To Whom Regular Benefits are Payable in Certain Conditions	47
5.05	Nonalienation of Regular Benefits	48
5.06	Applicable Law	48

**ARTICLE 6 FINANCIAL PROVISIONS AND REPORTS**

6.01	Establishment of Fund	49
6.02	Company Contributions	49
6.03	Liability	50
6.04	No Vested Interest	50
6.05	Company Reports	50
6.06	Costs of Administering the Plan	53
6.07	Regular Benefit Cheques Not Presented	53

**ARTICLE 7 MISCELLANEOUS**

7.01	Purpose of Plan/Status of Employees Receiving Regular Benefits	54
7.02	Effect of Revocation of Income Tax Ruling	54
7.03	Supplementation of Employment Insurance Benefits	55
7.04	Amendment and Termination of the Plan	55

**ARTICLE 8 DEFINITIONS**

**PART C - SEPARATION PAYMENT PLAN**

Section 1	Eligibility	65
Section 2	Payment	68
Section 3	Effect of Separation Payment on Seniority	70
Section 4	Company Determination of Eligibility	70
Section 5	Overpayments	70
Section 6	Repayment	71
Section 7	Notice of Application Time Limits	71
Section 8	Board of Administration	71
Section 9	Reports by the Company	71
Section 10	Armed Services	72
Section 11	General	72
Section 12	Amendment and Termination of Plan	72
Section 13	Definitions	73

**PART D - AUTOMATIC SHORT WEEK BENEFIT PLAN**

Section 1	Eligibility	75
Section 2	Automatic Short Work Week Benefit Amount	76
Section 3	Method of Payment	77
Section 4	Company Determination of Eligibility	77
Section 5	Overpayment	77
Section 6	Reports by the Company	78
Section 7	General	79
Section 8	Amendment and Termination of the Plan	79
Section 9	Definitions	79

**LETTERS**

Reports to Financial Secretary	1979	83
Procedure to Report Ineligibility to UIC	1979	84
Act of God Disqualification for SUB	1979	85
Separation Payment Plan - Plant Closure	1982	87
WCB Permanent Partial Disability Interpretation	1984	88
Calculation/Crediting of Guaranteed Annual Income Credit Units on Return from Layoff	1984	89
Calculation of Average Full Benefit Rate for 2nd Week of UIC Waiting Period	1987	90
"Top-Up" Intent of SUB Benefits	1993	91
Premature Termination of UIC Benefit Periods	1993	92
Administration	1996	93
Modification to the Supplemental Unemployment Benefits Plan	2002	94
Elimination of Reimbursement to Employees For EI Clawback	2009	96
Non-Accrual of SUB Credits to Employees Recalled and Laid Off During Summer	2009	97

AGREEMENT CONCERNING  
THE SUPPLEMENTAL UNEMPLOYMENT BENEFIT PLAN,  
THE SEPARATION PAYMENT PLAN, AND  
THE AUTOMATIC SHORT WEEK BENEFIT PLAN

This Agreement made at Toronto, Ontario, as of the **September 28, 2020**

BETWEEN:

FORD MOTOR COMPANY OF CANADA, LIMITED hereinafter called the "company"

- and -

UNIFOR AND ITS LOCALS NO. 200, 240, 584, 707, 1087 and 1324, hereinafter collectively called the "union"

WITNESSETH:

The parties hereto agree as follows:

## PART A

### 1.01 Continuation and Amendment of the Plan

- (a) This Agreement covering The Supplemental Unemployment Benefit Plan attached as part B, The Separation Payment Plan attached as part C, and The Automatic Short Week Benefit Plan attached as part D, hereinafter referred to as The Supplemental Unemployment Benefit Plan, The Separation Payment Plan, and The Automatic Short Week Benefit Plan, shall become effective as of the first Pay Period commencing on or after **September 28, 2020**.
- (b) The Supplemental Unemployment Benefit Plan, The Separation Payment Plan and The Automatic Short Week Benefit Plan (in this section (b) sometimes referred to as "the Plans") which were attached as parts B, C & D of the Agreement concerning The Supplemental Unemployment Benefit Plan, The Separation Payment Plan and The Automatic Short Week Benefit Plan between the parties dated **November 7, 2016** shall be amended as set forth in parts B, C & D attached hereto, effective with the date of the Collective Agreement except as otherwise specified in this Agreement and the Plans. Provision for payment of Regular Benefits, Separation Payments and Automatic Short Week Benefits under the Plans, which were attached as parts B, C, & D to the **2016** Agreement concerning The Supplemental Unemployment Benefit Plan, The Separation Payment Plan and The Automatic Short Week Benefit Plan between the parties dated **November 7, 2016** shall continue in full force and effect in accordance with the respective conditions, provisions, and limitations of the Plans, as constituted for weeks prior to **September 28, 2020**. Regular Benefits, Separation Payments and Automatic Short Week Benefits paid or payable (or denied) under the Plans for weeks commencing on or after **September 28, 2020** shall reflect amendments to the Plans which are provided for in section 1 of this Agreement and incorporated in parts B, C, and D hereof. In the event revisions in the Plans are made in accordance with section 1.05(c) of this Agreement which require adjustments of payments of Regular Benefits, Separation Payments or Automatic Short Week Benefits made previously under the Plans incorporated in parts B, C,

and D hereof, such adjustments will be made within a reasonable time. No such adjustments (or payment) will be made in Regular Benefits, Separation Payments or Automatic Short Week Benefits for weeks commencing prior to **September 28, 2020**.

- (c) The Company shall maintain the Plans for the duration of this Agreement, except as otherwise provided in, and subject to the terms of, the Plans.

### 1.02 Termination of The Supplemental Unemployment Benefit Plan Prior to Expiration Date

In the event that The 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 obligations to contribute to The Supplemental Unemployment Benefit Plan shall cease entirely, the parties thereupon shall negotiate for a period of sixty (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 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 \$0.26 per hour to all hourly-rated Employees or \$45.07 per month to all salaried Employees then in the Bargaining Units for which the union is the exclusive bargaining agent.

### 1.03 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 Supplemental Unemployment Benefit Plan, The Separation Payment Plan, The 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 1.02 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.

#### 1.04 Term of Agreement; Notice to Modify or Terminate

This Agreement and The Supplemental Unemployment Benefit Plan, The Separation Payment Plan and The Automatic Short Week Benefit Plan shall continue in effect until **September 18, 2023**. They shall be renewed automatically for successive one (1) year periods thereafter unless either party shall give written notice to the other at least two (2) months prior to **September 18, 2023** (or any subsequent anniversary date) of its desire to amend or modify this Agreement and the Plans as of one of the dates specified in this section (it being understood, however, that the foregoing provisions for automatic one (1) year renewal periods shall not be construed as an endorsement by either party of the proposition that one (1) year is a suitable term for such an agreement). If such notice is given, this Agreement and the Plans shall be open to modification or amendment on **September 18, 2023** or the subsequent anniversary date, as the case may be. If either party shall desire to terminate this Agreement, it may do so on **September 18, 2023** or any subsequent anniversary date by giving written notice to the other party at least two (2) months prior to the date involved. 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 Supplemental Unemployment Benefit Plan, The Separation Payment Plan or the Automatic Short Week Benefit Plan. Any notice under this Agreement shall be in writing and shall be sufficient, if to the union, if sent by mail addressed to the National President, Unifor 205 Placer Court, Toronto, Ontario, or to such other address as the union shall furnish to the Company in writing, and if to the Company, to the Vice President of Human Resources, Ford Motor Company of Canada, Limited, Central Office, The Canadian Road, P.O. Box 2000, Oakville, Ontario, or to such other address as the company shall furnish to the union in writing.

#### 1.05 Governmental Rulings

- (a) The amendments to The Supplemental Unemployment Benefit Plan, Separation Payment Plan and Automatic Short Week Benefit Plan which are provided for in section 1.01 of this Agreement and incorporated in parts B, C and D hereof and which shall be implemented for weeks on or after **September 28, 2020** shall be subject to subsequent receipt by the Company of rulings from Canadian governmental authorities or legislation amendments permitting continuance of Supplementation as defined in The Supplemental Unemployment Benefit Plan and prior to receipt by the company from the Minister of National Revenue of a ruling, satisfactory to the company, holding that The Supplemental Unemployment Benefit Plan as amended is acceptable to the Minister of National Revenue as a Supplementary Unemployment Benefit Plan under the provisions of the Canadian Income Tax Act.
- (b) The company shall apply within thirty (30) days of **September 28, 2020** for the rulings described in section 1.05(a).
- (c) Notwithstanding any other provision of this Agreement, The Supplemental Unemployment Benefit Plan, The Separation Payment Plan, or The Automatic Short Week Benefit Plan, the company, with the consent of the National President, 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 section 1.05(a) of this Agreement or in section 7.02 of The Supplemental Unemployment Benefit Plan. Any such revisions shall adhere as closely as possible to the language and intent of the provisions outlined in such Plans.

#### 1.06 Miscellaneous

Notwithstanding the provisions of The Supplemental Unemployment Benefit Plan, the provisions of article 4, Application and Determination of Eligibility for Regular Benefits and Appeal Procedures, and article 5, Administration of the Plan, shall, to the extent practicable, be equally applicable under The Separation Payment Plan and The Automatic Short Week Benefit Plan.

This Agreement shall become operative on **September 28, 2020**.

IN WITNESS WHEREOF, this Agreement is executed on behalf of each party by its duly authorized representatives as of the date first appearing above.

FORD MOTOR COMPANY OF CANADA, LIMITED

By: **R.J. Kantautas** R.M. Derhodge  
D.J. Nangini D.B. Badalamenti  
R.S. Jarvis **W.S. Edgar**  
K.A. Belleghem-Grima G.M. Briscoe  
A. Mirza R. J. Smith  
**K.E. Alguire** **B. Smrke**  
T. P. Stewart **C.K. Labord**  
**J.M. Marcu** **H. Graham-Lampe**  
E.C. Kozma

**UNIFOR**

By: J. Dias	FOR LOCAL 200	FOR LOCAL 584
<b>L. Payne</b>	J. D'Agnolo	G. Rumboldt
S. Wark	<b>K. Bell</b>	
<b>D. Chiodo</b>	<b>C. Lawton</b>	FOR LOCAL 240
	T. Little	M.A. Radvanyi
	<b>B. Krisanovic</b>	
FOR LOCAL 707	FOR LOCAL 1087	FOR LOCAL 1324
<b>M. Sciberras</b>	R. Andersen	<b>C. Parise</b>
R. Scott		
<b>D. Caerels</b>		
M. Brennan		

**PART B**  
**SUPPLEMENTAL UNEMPLOYMENT**  
**BENEFIT PLAN**

**ARTICLE 1**  
**ELIGIBILITY FOR BENEFITS**

**1.01 Eligibility for a Regular Benefit**

An Employee shall be eligible for a Regular Benefit for any Week beginning on or after **September 28, 2020** if with respect to such Week he/she:

- (a) was on a qualifying layoff, as described in section 1.02, for all or part of the Week;
- (b) had as at his/her last day of work three (3) years seniority;
- (c) received an Employment Insurance Benefit not currently under protest by the company, or;
- (d) did not receive an Employment Insurance Benefit for the following reasons:
  - (i) he/she did not have prior to layoff a sufficient period of employment or sufficient earnings covered by Employment Insurance;
  - (ii) exhaustion of his/her Employment Insurance Benefit rights;
  - (iii) he/she was serving an Employment Insurance "waiting period" pending an adjustment of the workforce in accordance with the terms of the Collective Agreement, provided, however, that this section 1.01(d) shall not apply to model change, Plant rearrangement, or inventory layoffs;
  - (iv) the Week was an Employment Insurance "waiting period" immediately following a Week for which he/she received an Employment Insurance Benefit or

occurring within less than fifty-two (52) weeks since his/her last Employment Insurance "waiting period" for which he/she received no benefit solely because the Week was a week of an Employment Insurance "waiting period"; (subject to the provisions of section 1.01(d)(i));

- (v) it is determined, with the concurrence of the Human Resource and Social Development Canada, that under the circumstances it would be contrary to the intent of the Plan and Human Resource and Social Development Canada policy to deny him/her a Regular Benefit;
- (vi) he/she was denied an Employment Insurance Benefit solely because of the Employment Insurance allocation to such week of earnings from a "waiting period";
- (vii) because of the circumstances set forth under section 1.01(d)(iii), which existed during only part of a week of unemployment under the Employment Insurance Act;
- (e) has met any registration and reporting requirements of an employment office;
- (f) has to his/her credit a Credit Unit or fraction thereof;
- (g) did not receive an unemployment benefit under any contract or program of another employer or under any other "SUB" plan of the company (and was not eligible for such benefit under a contract or program of another employer with whom he/she has greater Seniority than with the company or under any other "SUB" plan of the company in which he/she had Credit Units which were credited earlier than his/her oldest Credit Units under the Plan);
- (h) was not eligible for an Automatic Short Week Benefit;
- (i) qualified for a Regular Benefit of at least \$2.00; and
- (j) has made a Regular Benefit application in accordance with procedures established by the company hereunder and, if he/she was ineligible for an Employment Insurance Benefit only for the reason set forth in section 1.01(d)(ii), 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 he/she has been notified by the Government employment service or by the company.

- (k) did not receive an Employment Insurance Benefit for the reason indicated in section 1.01(d)(iv), 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 fifty-two (52) weeks from the beginning of the last "waiting period" week for which no Regular Benefit was payable by reason of such week having been an established Employment Insurance "waiting period" week. In the latter case, Regular Benefits shall be payable to an otherwise eligible Employee for such "waiting period" but no Regular Benefit shall then be payable for the next first full Week of Layoff during a subsequent layoff period in the same calendar year for which the Employee receives a "waiting period" credit. A Regular Benefit will be payable to an otherwise eligible Employee for any other Employment Insurance "waiting period" week(s) established during the calendar year.

## **1.02 Conditions with Respect to Layoff**

- (a) A layoff for purposes of the Plan includes any reduction in force such as a temporary layoff or model change layoff, a layoff resulting from the discontinuance of a Plant 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 Plant to which he/she would have been entitled if he/she had had sufficient Seniority or, a layoff occurring or continuing because the Employee, although not totally disabled, was physically unable to perform any work in his/her Bargaining Unit or Plant.
- (b) An Employee's layoff for all or part of any Week shall be deemed qualifying for Plan purposes only if:



- (i) such Layoff was from the Bargaining Unit;
- (ii) such layoff was not for disciplinary reasons, and was not a consequence of
  - (1) any strike, slowdown, work stoppage, picketing (whether or not by Employees), or concerted action, at a company Plant or Plants, or any dispute of any kind involving Employees, whether at a company Plant or Plants or elsewhere,
  - (2) any fault attributable to the Employee,
  - (3) any war or hostile act of a foreign power (but not government regulation or controls connected therewith),
  - (4) sabotage (including but not limited to arson) or insurrection, or
  - (5) any act of God; provided, however, that this section 1.02(b)(ii)(5) shall not apply to any Automatic Short Week Benefit or to the first two (2) consecutive full weeks of layoff for which a Regular Benefit is payable in any period of layoff resulting from such cause;
- (iii) with respect to such Week the Employee did not refuse to accept work offered by the company which he/she had no option to refuse under the provisions of the Collective Agreement, provided, however, that refusal by skilled Tool & Die, Maintenance and Construction or Powerhouse Employees or Apprentices of work other than work in their respective trades shall not result in ineligibility for a Regular Benefit.
- (iv) with respect to such Week the Employee was not eligible for, and was not claiming:
  - (1) any statutory or company accident or sickness or any other disability benefit (except a benefit which he/she received or could have received while working full time, or a partial Workers'

Compensation benefit which he/she received while not totally disabled and while ineligible for a sickness and accident benefit under the Insurance Program), or

- (2) any company pension or retirement benefit.

- (c) If an Employee is eligible for a Levelling Week Benefit or is ineligible for a Regular Benefit by reason of section 1.02(b)(ii) or section 1.02(b)(iv) with respect to some but not all of his/her regular work days in a Week, and is otherwise eligible for a Regular Benefit, he/she shall be entitled to a reduced Regular Benefit payment as provided in section 2.01(b).

### **1.03 Appeal from Denial of Employment Insurance Benefit**

- (a) With respect to any Week for which an Employee has applied for a Regular Benefit and for which he/she:
  - 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 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.

The payment of such 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 him/her if he/she had not exhausted Credit Units subsequent to the Week to which the Employment Insurance Benefit in dispute is applicable.

**ARTICLE 2**  
**AMOUNT OF REGULAR BENEFITS**

**2.01 Regular Benefits**

- (a) The Regular Benefit payable to an eligible Employee for any Week shall be an amount which, when added to his/her Employment Insurance Benefit and Other Compensation, will equal 65% of his/her Weekly Straight Time Pay, except that for employees hired on or after January 1, 2010:
- (i) an Employee with three (3) but less than ten (10) years of Seniority shall be eligible to the amount equal to 65% for a maximum of twenty-six (26) weeks. For up to the next twenty-six (26) weeks the amount, when added to his/her Employment Insurance Benefit and Other Compensation, will equal 50% of his/her Weekly Straight Time Pay,
  - (ii) an Employee with ten (10) but less than twenty (20) years of Seniority shall be eligible to the amount equal to 65% for a maximum of thirty-nine (39) weeks. For up to the next thirty-nine (39) weeks the amount, when added to his/her Employment Insurance Benefit and Other Compensation, will equal 50% of his/her Weekly Straight Time Pay,
  - (iii) an Employee with twenty (20) or more years of Seniority shall be eligible to the amount equal to 65% for a maximum of fifty-two (52) weeks. For up to the next fifty-two (52) weeks the amount, when added to his/her Employment Insurance Benefit and Other Compensation, will equal 50% of his/her Weekly Straight Time Pay.
- (b) An otherwise eligible Employee entitled to a Regular Benefit reduced because of ineligibility with respect to part of the Week as provided in section 1.02(c) (reason for layoff or eligibility for a disability, pension or retirement benefit), will receive 1/5 of a Regular Benefit computed under section 2.01(a) for each work day of the Week for which he/she is otherwise eligible, provided, however, that there shall be excluded from such computation any pay which could have been earned for hours made available by the company but

not worked on days for which he/she is not eligible for a Regular Benefit under section 1.02(c).

- (c) The Regular Benefit payable to an eligible Employee will not be reduced or increased as the result of payments in respect to guaranteed annual remuneration, deferred remuneration, or benefits paid under Part C - Separation Payment Plan.

**2.02 Employment Insurance Benefit and Other Compensation**

- (a) An Employee's "Employment Insurance Benefit and Other Compensation" for a Week means:
- (i) the amount of Employment Insurance Benefit received or receivable by the Employee for such Week; plus
  - (ii) all pay received or receivable by the Employee from the company (excluding vacation pay except as provided in section 2.02(a)(iv)) and, the amount of any pay which could have been earned, 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, that if the hours made available but not worked are hours which the Employee had an option to refuse under the Collective Agreement or, which he/she could refuse without disqualification under section 1.02(b)(iii), such hours shall not be considered as hours made available by the company; and provided, further, that if wages or remuneration or any military pay are received or receivable by the Employee from employers other than the company and are applicable to the same period as hours made available by the company but not worked, only the greater of (a) such wages or remuneration in excess of the greater of the amount disregarded as earnings by the Human Resources Development Canada or 20% of such wages or remuneration from other employers, or military pay in excess of the amount disregarded as earnings by the Canada Employment Insurance Commission or (b) any amount of pay which could have been earned, computed, as if payable, for hours made available by the company but not worked, shall be included; and

provided further, that any pay received or receivable by the Employee for a shift which extends through midnight shall be allocated

- (1) to the day on which the shift started if he/she was on layoff with respect to the corresponding shift on the following day,
- (2) to the day on which the shift ended if he/she was on layoff with respect to the corresponding shift on the preceding day, or
- (3) according to the pay for the hours worked each day, if he/she was on layoff with respect to the corresponding shifts on both the preceding and the following days;

and in 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 his/her Employment Insurance Benefit which may have resulted solely from the Canada Employment Insurance Commission's allocation of his/her earnings for such a shift otherwise than as prescribed in this proviso; plus

- (iii) all wages, salary or remuneration, as defined under the Employment Insurance Act, in excess of the greater of the amount disregarded as earnings by the Canada Employment Insurance Commission 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 section 2.02(a)(ii)); 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

- (iv) vacation pay received or receivable under the applicable provisions of the Collective Agreement, of which an amount equal to forty (40) hours of such vacation pay, or such lesser amount as may be received or receivable, shall be considered compensation applicable to the first week of company designated vacation, and all additional vacation pay shall be allocated to such subsequent vacation weeks on a pro rata basis of forty (40) hours pay, or lesser amount as may have been received, per vacation week; plus
- (v) the amount of all military pay in excess of the amount disregarded as earnings by the Canada Employment Insurance Commission received or receivable for such Week, excluding such military pay which was considered in the calculation under section 2.02(a)(ii).
- (vi) the amount of any partial benefit which an Employee received under a Workers' Compensation law 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 the Employment Insurance Act including training allowances (excluding any allowance for transportation, subsistence including accommodation allowances, equipment or other cost of training). If an Employee receives a Workers' Compensation benefit while working full time and a higher Workers' Compensation benefit while on layoff from the company, only the amount by which the Workers' Compensation benefit is increased shall be included.

**(b)** For purposes of determining the basis for the amount which disqualifies him/her for Employment Insurance Benefit or "waiting period" credit, such basis for the amount shall be equal to whichever of the following amounts is applicable:

- (i) if he/she has an established and current applicable Weekly Benefit Rate under Employment Insurance, such benefit rate, or

(ii) 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 or straight-time Ford salary.

(c) If the Employment Insurance Benefit 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 his/her receipt of wages or remuneration for such Employment Insurance Week):

(i) because he/she has been disqualified or otherwise determined ineligible for a portion of his/her Employment Insurance Benefit for reasons other than those set forth in section 1.01(d), or

(ii) because the Employment Insurance Week for which the Regular Benefit is paid includes a portion of the Employment Insurance waiting period, or

(iii) because of an underpayment or overpayment of a previous Employment Insurance Benefit,

the amount of the Employment Insurance Benefit to which he/she otherwise would have been entitled for such Employment Insurance Week shall be used in the calculation of "Employment Insurance Benefit and Other Compensation" for such Employment Insurance Week.

### **2.03 Insufficient Credit Units for a Regular Benefit**

If an Employee has to his/her credit less than the full number of Credit Units required to be cancelled for the payment of a Regular Benefit for which he/she is otherwise eligible, he/she shall be paid the full amount of such Regular Benefit and all remaining Credit Units to his/her credit shall be cancelled.

### **2.04 Regular Benefit Overpayments**

(a) If the company or the Board shall determine that any Regular Benefit(s) paid under the Plan should not have been paid or should have been paid in a lesser amount (as the result of a subsequent disqualification of Employment Insurance Benefits or otherwise), written notice thereof shall be mailed to the Employee receiving such Regular Benefit(s) and he/she shall return the amount of overpayment to the Trustee; 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 and twenty (120) days from the date the overpayment was established or created, except that no such 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 Trustee shall arrange to reimburse the Fund for the amount of overpayment by making a deduction from any future Regular Benefits (not to exceed \$30.00 from any one 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 monies payable by the company (including, without limitation, Automatic Short Week Benefits and Separation Payments) to such Employee (not to exceed \$75.00 from any one 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.

### **2.05 Withholding Tax**

The Trustee or the company shall deduct from the amount of any Regular Benefit as computed under the Plan 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.

## 2.06 Deduction of Union Dues

The Trustee during any period while there is in effect an agreement between the company and the union concerning the maintaining of the Plan, shall deduct monthly union dues from Regular Benefits paid under the Plan and pay such sums directly to the union on his/her behalf. The company or the Trustee of the Supplemental Unemployment Benefit Plan Fund will use its best endeavours to comply with the provisions of this Section, but is relieved by the union of both responsibility and liability for making or failing to make deductions hereunder.

## ARTICLE 3 CREDIT UNITS AND DURATION OF REGULAR BENEFITS

### 3.01 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.

### 3.02 Accrual of Credit Units

- (a) Credit Units shall be credited to an Employee after one (1) year seniority at the rate of  $\frac{1}{4}$  of a Credit Unit for the following eighteen (18) months, and subsequently at the rate of  $\frac{1}{2}$  of a Credit Unit for each Workweek for which the Employee:
- (i) receives any pay from the company,
  - (ii) does not receive pay from the company but for which he/she receives a Levelling Week Benefit,
  - (iii) was on a military leave of absence in accordance with the provisions of the Collective Agreement, and
  - (iv) was absent from work because of occupational injury or disease incurred in the course of such Employee's employment with the company and on account of such

absence received Workers' Compensation while on company approved leave of absence.

(b) for the purposes of accruing Credit Units under this section:

- (i) vacation pay, paid pursuant to the provisions of the Collective Agreement, shall be considered as pay for Workweeks on the basis that the first forty (40) hours pay, or such lesser amount as may have been received, shall be allocated to the first vacation week to which the Employee is entitled under the Collective Agreement, and all additional vacation pay shall be allocated to such subsequent vacation weeks on a pro rata basis of forty (40) hours pay, or lesser amount as may have been received, per vacation week, and
- (ii) back pay shall be considered as pay for any Workweek or Workweeks to which it may be allocable, and

(c) No Employee may have to his/her credit in the aggregate at any one time more than a maximum of fifty-two (52) credit units under this Plan and any other "SUB" plan of the company, except that,

- (i) for employees hired prior to January 1, 2010: an Employee who has ten (10) or more years of Seniority may have to his/her credit in the aggregate at any one time no more than one hundred and four (104) credit units and an Employee with seven (7) but less than ten (10) years of Seniority, who is at work on or after November 17, 2002 may have in the aggregate at any one time no more than the maximum credit units as follows:

<i>Years of Seniority</i>	<i>Maximum Credit Units</i>
7 but less than 8	56
8 but less than 9	60
9 but less than 10	64

- (ii) for employees hired on or after January 1, 2010, but before September 24, 2012:

an Employee who has twenty (20) or more years of Seniority may have to his/her credit in the aggregate at any one time no more than one hundred and four (104) credit units and an Employee with ten (10) but less than twenty (20) years of Seniority may have in the aggregate at any one time no more than seventy-eight (78) credit units.

(iii) For Employees hired on or after September 24, 2012:

- (1) An Employee with **three (3)** but less than ten (10) years seniority will be eligible for half of the SUB credit entitlement as provided for in article 3.02 (c);
- (2) An Employee with ten (10) or more years of seniority will be eligible for the number of SUB credits, as provided for in article 3.02 (c)(ii).

However, any Employee who has at any time to his/her credit in the aggregate the maximum number of credit units, as provided above (in more than 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 he/she is currently employed, may direct that such additional credit units shall be credited to him/her 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, shall be cancelled as long as the aggregate of his/her credit units at any time does not exceed the applicable number provided for in this section 3.02(c).

- (d) No Employee shall be credited with any Credit Unit prior to the first day as of which he/she (i) has at least one (1) year of Seniority and (ii) either is on the Active Employment Rolls in the Bargaining Unit (or was on such rolls within thirty (30) days prior to such first day) or is absent from work, on [or was absent from work within thirty (30) days prior to] such first day solely because of occupational injury or disease incurred in the course of such Employee's employment with the company and on account of such absence is receiving Workers' Compensation while on company-approved leave of absence. As of such day he/she shall be credited with

Credit Units based upon his/her Workweeks occurring while he/she is an Employee.

- (e) An Employee who has Credit Units as of the last day of a Week shall be deemed to have had them for all of such 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 Retirement Plan established by agreement between the company and the union shall be deemed to have Credit Units for all of the Week.
- (f) At such time as the amount of any Regular Benefit overpayment is repaid to the Fund, except as otherwise provided in the Plan, the number of Credit Units, if any, theretofore cancelled with respect to such overpayment of Regular Benefits shall be restored to the Employee, except to the extent of the number of Guaranteed Annual Income Credit Units which have been credited to such Employee between the date of such overpayment and the date of such repayment and which would not have been credited had the Credit Units been restored at the time such Guaranteed Annual Income Credit Units were credited to him/her, and except to the extent that such restoration would raise the number of his/her Credit Units at the time thereof above the applicable number under section 3.02(c), and except as otherwise provided with respect to Credit Unit forfeiture under section 3.03.
- (g) An Employee who is on the Active Employment Rolls in the Bargaining Unit on the date he/she shall attain ten (10) years of Seniority shall be credited with sufficient additional Credit Units on such date to increase the total Credit Units credited to him/her to one hundred and four (104).

### 3.03 Forfeiture of Credit Units

- (a) An Employee shall forfeit permanently all Credit Units with which he/she shall have been credited and, with respect to subsections (1) and (3) only of this section 3.03(a) shall be ineligible to be credited with Guaranteed Annual Income Credit Units on the next succeeding Guarantee Date or other date of eligibility, if he/she:

- (1) incurs a Break in Seniority; provided, however, that if an Employee has incurred a Break in Seniority by reason of his/her retirement under the total and permanent disability provisions of the Retirement Pension Plan established by agreement between the company and the union and shall subsequently have his/her Seniority reinstated, his/her Credit Units previously forfeited shall again be credited to him/her as of the date his/her Seniority is reinstated, and as of such date he/she shall again become eligible to have Guaranteed Annual Income Credit Units credited to him/her;
- (2) is on layoff from the Bargaining Unit for a continuous period of twenty-four (24) months [thirty-six (36) months in the case of an Employee who has ten (10) or more years of Seniority as of his/her last day worked prior to layoff] except that, if at the expiration of the applicable period he/she is receiving Regular Benefits, his/her Credit Units shall not be forfeited until he/she ceases to receive Regular Benefits;
- (3) willfully misrepresents any material fact in connection with an application by him/her for Regular Benefits under the Plan;
- (4) elects to forfeit all Credit Units in order to apply for a payment under the Voluntary Termination of Employment Plan.

(b) Notwithstanding the provisions of section 3(a) above, a former Employee who had his/her Seniority broken in a Bargaining Unit because he/she quit when he/she 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 Agreement (or, prior to acquiring Seniority, is released under conditions that would have permitted him/her to retain Seniority under the time for time provisions of the Collective Agreement) at such other Bargaining Unit, shall not have his/her 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 his/her 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 he/she 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 3.02(d) (or under any other "SUB" plan of the company), or
- (ii) the last day of a period equal to his/her Years of Seniority on his/her last day worked at such other Bargaining Unit, following such last day worked, or
- (iii) twenty-four (24) months from the date of his/her last day worked at such other Bargaining Unit.

**3.04 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 on or after November 7, 2016)

	<i>And as of the last day of the Week for which</i>	
<i>If the ASL Utilization</i>	<i>such Benefit is paid, the Employee's</i>	
<i>Percentage applicable</i>	<i>Years of Seniority are:</i>	
<i>to the Week for which a</i>	<i>3 to 5</i>	<i>5 Years</i>
<i>Benefit is paid is:</i>	<i>Years</i>	<i>&amp; Over</i>

The Credit Units to be Cancelled shall be:

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

- (b) Provided, however, that no Credit Units shall be cancelled when an Employee receives a Levelling Week Benefit.
- (c) If an Employee receives a reinstated Accident and Sickness Benefit paid under the Insurance Program with respect to any Week, there shall be cancelled the number of Credit Units which would have been cancelled if he/she had received a Regular Benefit for such Week. If an Employee receives such reinstated Accident and Sickness 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 reinstated Accident and Sickness Benefit. If an Employee receives a reinstated Accident and Sickness Benefit for a portion of a Week and also receives a Regular Benefit under section 1.02(c) for such Week, no Credit Units will be cancelled for the reinstated Accident and Sickness Benefit.

### 3.05 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 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 such an Employee at the time of his/her entry into such service, plus
- (b) any Credit Units for which he/she is entitled to be credited with respect to the period of his/her military leave of absence, or
- (c) any Credit Units earned prior to or with respect to the period of his/her military leave of absence that would have been credited to him/her on or after the date he/she attained 1 year of Seniority if he/she had been on the Active Employment Rolls on or after such date, notwithstanding the provisions of section 3.02(d), shall be credited to him/her upon his/her reinstatement as an Employee in accordance with the terms of his/her company approved leave of absence, within ninety (90) days from the date of his/her discharge from the Armed Services.

### 3.06 Crediting of Guaranteed Annual Income Credit Units

- (a) An Employee who is on the Active Employment Rolls in the Bargaining Unit and if hired prior to September 24, 2012 has at least three (3) years of Seniority, if hired on or after September 24, 2012 has at least five (5) years of Seniority, on a Guarantee Date (as defined in section 3.07 of this article) shall be credited as of the day following such Guarantee Date with the number of Guaranteed Annual Income Credit Units (as defined in section 3.08 of this article), if any, determined by (i) and (ii) below:
  - (i) For Employees hired prior to January 1, 2010: subtracting from fifty-two (52) [one hundred and four (104) in the case of an Employee who has ten (10) or more years of Seniority] or in the case of an Employee who is at work on or after November 17, 2002: fifty-six (56) if the Employee has seven (7) but less than eight (8) Years of Seniority; sixty (60) if the Employee has eight (8) but less than nine (9) Years of Seniority; and sixty-four (64) if the Employee has nine (9) but less than ten (10) Years of Seniority the number of credit units to his/her credit on the Guarantee Date;

For Employees hired on or after January 1, 2010, but before September 24, 2012: subtracting from fifty-two (52) [one hundred and four (104) in the case of an Employee who has twenty (20) or more years of Seniority; seventy-eight (78) in the case of an Employee who has ten (10) but less than twenty (20) years of Seniority] the number of credit units to his/her credit on the Guarantee Date;

For Employees hired on or after September 24, 2012: subtracting from twenty-six (26) [one hundred and four (104) in the case of an Employee who has twenty (20) or more years of Seniority; seventy-eight (78) in the case of an Employee who has ten (10) but less than twenty (20) years of Seniority] the number of credit units to his/her credit on the Guarantee Date;



- (ii) For Employees hired prior to September 24, 2012 multiplying the resulting number by the applicable percentage set forth in the following table:

<i>Years of Seniority on the Guarantee Date</i>	<i>Applicable Percentage</i>
<i>3 but less than 4</i>	<i>50.0%</i>
<i>4 but less than 7</i>	<i>75.0%</i>
<i>7 and over</i>	<i>100.0%</i>

For Employees hired on or after September 24, 2012 multiplying the resulting number by the applicable percentage set forth in the following table:

<i>Years of Seniority on the Guarantee Date</i>	<i>Applicable Percentage</i>
<i>5 but less than 7</i>	<i>75.0%</i>
<i>7 and over</i>	<i>100.0%</i>

- (b) If Guaranteed Annual Income Credit Units were not credited to an Employee on a Guarantee Date solely because he/she did not then have at least three (3) years of Seniority [five (5) years of Seniority in the case of an Employee hired on or after September 24, 2012] or was not then on the Active Employment Rolls in the Bargaining Unit, but on any day within the fifty-two (52) Pay Periods following such Guarantee Date such Employee has at least three (3) years of Seniority [five (5) years of Seniority in the case of an Employee hired on or after September 24, 2012] and is then on the Active Employment Rolls in the Bargaining Unit, he/she shall be entitled to be credited with Guaranteed Annual Income Credit Units as of the day following the end of the first Pay Period in which he/she meets such requirements. An Employee with three (3) or more years of Seniority [five (5) years of Seniority in the case of an Employee hired on or after September 24, 2012] on the preceding Guarantee Date shall have Guaranteed Annual Income Credit Units calculated, under this subsection 3.06(b), based upon the Employee's years of Seniority as of such preceding Guarantee Date. The number of Guaranteed Annual Income Credit Units, if any, to be credited to such Employee shall be the number determined by (i) to (iii) below:

- (i) For Employees hired prior to January 1, 2010: subtracting from fifty-two (52) [one hundred and four (104) in the case of an Employee who has ten (10) or more years of Seniority] or in the case of an Employee who is at work on or after November 17, 2002: fifty-six (56) if the Employee has seven (7) but less than eight (8) Years of Seniority; sixty (60) if the Employee has eight (8) but less than nine (9) Years of Seniority; and sixty-four (64) if the Employee has nine (9) but less than ten (10) Years of Seniority the number of Pay Periods between the preceding Guarantee Date and the last day of such Pay Period;

For Employees hired on or after January 1, 2010, but prior to September 24, 2012:

subtracting from fifty-two (52) [one hundred and four (104) in the case of an Employee who has twenty (20) or more years of Seniority; seventy-eight (78) for an Employee who has ten (10) but less than twenty (20) years of Seniority] the number of Pay Periods between the preceding Guarantee Date and the last day of such Pay Period;

For Employees hired on or after September 24, 2012: subtracting from twenty-six (26) [one hundred and four (104) in the case of an Employee who has twenty (20) or more years of Seniority; seventy-eight (78) in the case of an Employee who has ten (10) but less than twenty (20) years of Seniority] the number of Pay Periods between the preceding Guarantee Date and the last day of such Pay Period;

- (ii) subtracting from the resulting number the number of Credit Units to the Employee's credit on such last day; and
- (iii) For Employees hired prior to September 24, 2012: multiplying that resulting number by the percentage in subsection (a)(ii) of this section, applicable to the Employee's Seniority on the preceding Guarantee Date (or the date subsequent thereto on which he/she acquired three (3) years of Seniority).

For Employees hired on or after September 24, 2012: multiplying that resulting number by the percentage in subsection (a)(ii) of this section, applicable to the Employee's Seniority on the preceding Guarantee Date (or the date subsequent thereto on which he/she acquired five (5) years of Seniority).

- (c) With respect to paragraphs (a) and (b) of this section 3.06, an Employee who reports for work at the expiration of a medical leave of absence and for whom there is no work available in line with his/her Seniority and who then is placed on layoff status shall be deemed to be on the Active Employment Rolls.

### **3.07 Guarantee Date**

The term Guarantee Date shall mean the third Sunday in November 1981 and the third Sunday in each November thereafter.

### **3.08 Guaranteed Annual Income Credit Unit**

A Guaranteed Annual Income Credit Unit shall be deemed in all respects for all purposes the same as a Credit Unit credited pursuant to article 3, except that Guaranteed Annual Income Credit Units shall be credited only pursuant to the provisions of this article.

## **ARTICLE 4 APPLICATION, DETERMINATION OF ELIGIBILITY AND APPEAL PROCEDURES FOR REGULAR BENEFITS**

### **4.01 Applications**

#### **(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 sixty (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 in a greater amount than that previously paid, he/she may apply within sixty (60) calendar days after the date on which such basis for eligibility is established.

#### **(b) Application Information**

Applications filed for a Regular Benefit under the Plan shall include:

- (i) in writing any information deemed relevant by the company with respect to other benefits received, earnings and the source and amount 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
- (ii) 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
  - (1) his/her receipt of or entitlement to an Employment Insurance Benefit or
  - (2) his/her ineligibility for an Employment Insurance Benefit only for one or more of the reasons specified in section 1.01(d).

Employment Insurance Benefits shall be presumed to have been received by the Employee on the date of the cheque as set forth on the cheque or on the satisfactory evidence referred to in the preceding paragraph.

#### **4.02 Determination of Eligibility**

**(a) Application Processing by company**

When an application is filed for a Regular Benefit under the Plan, and the company is furnished with the evidence and information required, the company shall determine 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, or the Board or the Local S.U.B.P. Committee on an appeal determines, that a Regular Benefit is payable from the Fund, the company shall deliver prompt written notice thereof to the Trustee to pay such 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 him/her promptly, in writing, of such determination including the reasons therefor.

**(d) Union Copies of Determinations**

The company shall furnish promptly to a union member of the Local S.U.B.P. Committee a copy of all company determinations of Regular Benefit ineligibility or overpayment.

#### **4.03 Appeals**

**(a) Applicability of Appeals Procedure**

- (i) The appeals procedure set forth in this section may be employed only for the purposes specified in this section.
- (ii) No question involving the interpretation or application of the Plan shall be subject to the grievance procedure provided for in the Collective Agreement.

**(b) Procedure for Appeals**

**(i) First Stage Appeals**

- (1) 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 S.U.B.P. Committee on a form provided for that purpose. If there is no Local S.U.B.P. 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 1.01(d)(v) shall be made directly to the Board.
- (2) Such written appeal shall be filed with the designated company representative within thirty (30) days following the date of mailing of the determination appealed. With respect to appeals that are mailed, the date of filing shall be the postmarked date of the appeal. No appeal shall be valid after such thirty (30) day period.
- (3) The Local S.U.B.P. Committee shall advise the Employee, in writing, of its resolution of, or failure to resolve his/her appeal. If the appeal is not resolved within ten (10) days after the date thereof (or such extended period as may be agreed upon by the Local S.U.B.P. Committee), the Employee or any two (2) members of the Local S.U.B.P. Committee, at the request of the

Employee, may refer the matter to the Board for disposition.

(ii) Appeals to the Board of Administration

- (1) An appeal to the Board shall be considered filed with the Board when filed with the designated company representative with respect to the Plant at which the first stage appeal was considered by the Local S.U.B.P. Committee.
- (2) Appeals shall be in writing, shall specify the respects in 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.
- (3) Appeals by the Local S.U.B.P. Committee to the Board with respect to Benefits or Separation Payments shall be made within twenty (20) days following the date the appeal is first considered at a meeting of the Local S.U.B.P. Committee, plus such extension of time as the Local S.U.B.P. Committee shall have agreed upon. Appeals by the Employee to the Board with respect to Benefits or Separation Payments shall be made within thirty (30) days following the date notice of the Local Committee's decision is given or mailed to the Employee. With respect to appeals that are mailed, the date of filing shall be the postmarked date of the appeal.
- (4) 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 have filed applications for Regular Benefits under substantially identical conditions, an appeal may be made from the Local S.U.B.P. Committee to the Board with respect to one of such Employees, and the decision of the Board thereon shall apply to all such Employees.

- (5) The Employee, the Local S.U.B.P. 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.
- (6) There shall be no appeal from the Board's decision. It shall be final and binding upon the union, its members, the Employee or former Employee, the Trustee, 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 Labour Board 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.
- (7) The Local S.U.B.P. Committee shall be advised, in writing, by the Board of the disposition of any appeal previously considered by the Local S.U.B.P. Committee and referred to the Board. A copy of such disposition shall be forwarded to the Employee.

(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 an Employee, the Regular Benefit shall be paid to him/her; provided, however, that if such Regular Benefit requires Credit Unit cancellation the Regular Benefit shall be paid only if he/she did not exhaust Credit Units after the Week of the Regular Benefit in dispute during the same period of layoff.

(d) Meaning of Term "Employee" with Respect to Appeal Provisions

With respect to the appeal provisions set forth under this section 4.03 only, the term "Employee" shall include any person who received or was denied the Regular Benefit in dispute.

**ARTICLE 5**  
**ADMINISTRATION OF THE PLAN**

**5.01 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:

- (i) to obtain such information as it shall deem necessary in order to carry out its duties under the Plan;
- (ii) to investigate the correctness and validity of information furnished with respect to an application for a Regular Benefit;
- (iii) to make initial determinations with respect to Regular Benefits;
- (iv) to establish reasonable rules, regulations and procedures concerning
  - (1) the manner in which and the times and places at which applications shall be filed for Regular Benefits, and
  - (2) the form, content and substantiation's of applications for Regular Benefits.

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

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

- (vi) to establish appropriate procedures for giving notices required to be given under the Plan;
- (vii) to establish and maintain necessary records; and
- (viii) to 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 either upon the union or the Board any voice in such matters.

**5.02 Board of Administration of the Plan**

**(a) Composition and Procedure**

- (i) 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, his/her 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.

- (ii) 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. In the event that the members of the Board are unable to agree upon such Chairperson, the Umpire under the Collective Agreement shall make the appointment; provided, however, that the company and union members may, by agreement, request such Umpire 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 where the other members of the Board shall have been unable to dispose of a matter by majority vote, except that the Impartial Chairperson shall have no vote concerning determinations made in connection with section 1.01(d)(v). The Chairperson shall not be bound to attend routine meetings of the Board. He/she need only attend special meetings at which the Board will reconsider those matters not disposed of by majority vote (hereinafter called "disputed matters").
- (iii) At least two (2) 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.
- (iv) Neither the Board nor any Local S.U.B.P. Committee established pursuant to section 5.02(b) 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 the Local S.U.B.P. Committees 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, 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**

- (i) 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 prescribed in section 4.03(b).
- (ii) The Board shall have jurisdiction:
  - (1) to hear and determine appeals by Employees pursuant to article 4;
  - (2) to obtain such information as the Board shall deem necessary in order to determine such appeals;
  - (3) to 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;
  - (4) to direct the company to authorize the Trustee to make payments of Regular Benefits pursuant to determinations made by the Local S.U.B.P. Committee or by the Board; and
  - (5) to have prepared and distributed on behalf of the Board information explaining the Plan;
  - (6) to rule upon disputes as to whether any Short Work Week resulted from an act of God as defined in section 6.05(c)(i); and
  - (7) to perform such other duties as are expressly conferred upon it by the Plan.

- (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 Plan, the procedure for applying for Regular Benefits as provided therein, or any other provisions 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;
  - (1) whether the first stage appeal and the appeal to the Board were made within the time and in the manner specified in section 4.03(b),
  - (2) whether the Employee is an eligible Employee with respect to the Regular Benefit claimed and, if so,
  - (3) the amount of any Regular Benefit payable
  - (4) whether a protest of an Employee's Employment Insurance Benefit by the company is frivolous.
- (iv) The Board shall have no jurisdiction to act upon any appeal not made within the time and in the manner specified in section 4.03(b).
- (v) The Board shall have no power to determine questions arising under the Collective 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 Agreement, and all determinations made pursuant to such Agreement shall be accepted by the Board.
- (vi) 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.
- (vii) The Board shall provide for a Local S.U.B.P. Committee for each Bargaining Unit to handle appeals from determinations as provided in section 4.03(b)(i) except determinations made in connection with section 1.01(d)(v). The Local S.U.B.P. Committee

shall be composed of two (2) members or their alternates designated by company members of the Board and two (2) members or their alternates designated by union members of the Board. Either the company or union members of the Board may remove a Local S.U.B.P. Committee member appointed by them and fill any vacancy among the Local S.U.B.P. Committee members appointed by them. 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.

### **5.03 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 he/she is entitled to a greater number of withholding exemptions than he/she shall have claimed on such form.

### **5.04 To Whom Regular Benefits Are Payable in Certain Conditions**

Regular Benefits shall be payable hereunder only to the Employee who is eligible therefor, except that if the Board shall find that such an Employee is deceased or is unable to manage his/her affairs for any reason, any such Regular Benefit payable to him/her shall be paid to his/her 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 Board in its discretion may determine. Any Regular Benefit so paid shall be a complete discharge of any liability with respect to such 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.

### **5.05 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 an authorization for Check-off of union dues 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 such Regular Benefit due or to become due to any Employee, the Board in its sole discretion may terminate the interest of such Employee in such Regular Benefit and apply the amount of such Regular Benefit to or for the benefit of such Employee, his/her 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 such Regular Benefit.

### **5.06 Applicable Law**

The Plan and all rights and duties thereunder shall be governed, construed and administered in accordance with the laws of the Province of Ontario, except that the eligibility of a person for, and the amount and duration of, Employment Insurance Benefits shall be determined in accordance with the Employment Insurance Act of Canada.

## **ARTICLE 6 FINANCIAL PROVISIONS AND REPORTS**

### **6.01 Establishment of Funds**

The company shall establish and maintain a Trust Fund, in accordance with the 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.

### **6.02 Company Contributions**

#### **(a) General**

Effective September 19, 2005, all Company contribution provisions and requirements under the 2002 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 8 (16).

#### **(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 of the Fund.



### 6.03 Liability

- (a) The provisions of these articles 1 through 8 constitutes the entire Plan. The provisions of this article 6 express, and shall be deemed to express, completely 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 willful misconduct or fraud.

### 6.04 No Vested Interest

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

### 6.05 Company Reports

#### (a) Company Contributions

Not later than the third Tuesday following the first Monday of each month the company shall furnish a statement to the union showing the amount of contributions the Company made to the Fund in accordance with section 6.02 (b) of this Article during the preceding month.

#### (b) ASL Utilization Percentage

Not later than the third Tuesday following the first Monday of each month, the company shall furnish a statement to the union showing details of the ASL Utilization Percentage calculations for the preceding month.

#### (c) Automatic Short Week Benefits

Not later than the third Tuesday following the first Monday of each month the company shall furnish a statement to the union showing the number and amount of Automatic Short Week Benefits, if any, paid by the Company during each week of the preceding month.

#### (d) Separation Payments

Not later than the third Tuesday following the first Monday of each month the company shall furnish a statement to the union showing the number and amount of Separation Payments, if any, paid by the Company during each week of the preceding month.

#### (e) Benefits Paid From Fund

Not later than the third Tuesday following the first Monday of each month, the company shall furnish a statement to the union showing the number and amount of payments, if any, made during each Week of the preceding month, as:

- (1) Levelling Week Benefits
- (2) Regular Benefits paid to Employees who were eligible for an Employment Insurance Benefit shown separately as Regular Benefits paid with and without reduction for Other Compensation.
- (3) Regular Benefits paid without reduction for Other Compensation to Employees who were not eligible for an Employment Insurance Benefit for one or more of the reasons set forth in section 1.01(d) and not included in any of the foregoing.
- (4) Regular Benefits paid with reduction for Other Compensation to Employees who were not eligible for an Employment Insurance Benefit for one or more of the reasons set forth in section 1.01(d) and not included in any of the foregoing.

- (5) Regular Benefits paid to Employees who were eligible with respect to some but not all of the regular work days in a Week as provided in section 1.02(c), and not included in any of the foregoing, shown separately as Regular Benefits paid with and without reduction for Other Compensation.
- (f) On or before April 30 of each year, the company shall furnish to the union a statement, certified by a qualified independent firm of chartered accountants selected by the company, verifying the accuracy of the information furnished by the company during the preceding year pursuant to sections 6.05(a), (b), (c), (d) and (e).
- (g) 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.
- (h) On or before April 30 of each year, the company shall furnish to the union a statement showing the number of Employees receiving Regular Benefits during the preceding year, distributed according to the number of such Benefits received.
- (i) On or before April 30 of each year the company shall furnish to the union a statement showing the amount of any contributions made to each Fund in accordance with section 6.05(c)(i) for Automatic Short Week Benefit payments.
- (j) On or before January 31 of each year, the company shall furnish to the union a statement showing the number of Employees to whom Guaranteed Annual Income Credit Units were credited on the preceding Guarantee Date and the number of such Guaranteed Annual Income Credit Units both distributed according to the Seniority brackets set forth in the tables in section 3.06(a) and according to the number of Credit Units which were credited (numbers above 13 being grouped in intervals of 5).
- (k) After December 31 of each year the company shall furnish to each Employee credited with Credit Units as of each such date a statement showing the number of such Credit Units.

## **6.06 Costs of Administering the Plan**

### **(a) Expenses 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 8 (16).

### **(b) Expenses of the Board of Administration**

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 and of Local S.U.B.P. Committee shall serve without compensation from the Fund. 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.

### **(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 8 (16).

## **6.07 Regular Benefit Cheques Not Presented**

If the Trustee has segregated any portion of a Fund in connection with any determination that a Regular Benefit is payable under the Plan and the amount of such Regular Benefit is not claimed within a period of two (2) years from the date of such determination, such amount shall revert to such Fund.

**ARTICLE 7**  
**MISCELLANEOUS**

**7.01 Purpose of Plan and Status of Employees Receiving Regular Benefits**

**(a) Purpose of Plan**

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

**(b) Status of Employees Receiving Regular Benefits**

Neither the company's contributions nor any Regular Benefit paid under the Plan shall be considered a part of an 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, and he/she shall not thereby accrue any greater right to participate in, accrue credits or receive benefits under any other employee benefit plan to which the company contributes than he/she would if he/she were not receiving such Regular Benefit.

**7.02 Effect of Revocation of Income Tax Rulings**

In the event that any rulings which have been or may be obtained by the company holding that any contributions to the Fund shall constitute currently deductible expense under federal income tax or similar legislation (if any) as now in effect or as it may be hereafter amended 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 Agreement), except for the purposes of disposing of the assets of the Fund as set forth in section 7.04(b).

**7.03 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 1.01(d) of the Plan. Such Employee, if otherwise eligible, may apply for and receive a Regular Benefit under the Plan.

**7.04 Amendment and Termination of the Plan**

**(a)** So long as the 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 Agreement. Upon the termination of the 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.

**(b)** Upon any termination of the Plan, the Plan shall terminate in all respects except that the assets then remaining in the Funds shall be used to pay expenses of administration and to pay Regular Benefits to eligible Employees for a period of one (1) year following termination, if not sooner exhausted. The Plan provisions with respect to the effect of a low CUCB on the payment of Regular Benefits shall not be applicable. At the expiration of such one (1) year period, the parties shall endeavour to negotiate a program for the orderly disposition of any remaining assets of the Fund for Employee benefits not inconsistent with the purpose of the Plan.

**ARTICLE 8  
DEFINITIONS**

As used herein:

**(1) "Active Employment Rolls"**

An Employee whose Seniority rights have not ceased is considered to be on the active employment roll of the company under the following circumstances:

- (i) while he/she is actually working for the company,
- (ii) while he/she is on an authorized vacation,
- (iii) while he/she is on an authorized leave of absence (other than a medical leave of absence) which is issued for a period of ninety (90) days or less,
- (iv) during the first ninety (90) days when he/she is on a medical leave of absence,
- (v) while he/she is on a disciplinary suspension,
- (vi) while he/she is on a temporary layoff as defined in the Collective Agreement;

Provided, however, that solely with respect to the provisions of section 3.02(d) (Accrual of Credit Units) and section 3.06(a) (Crediting of Guaranteed Annual Income Credit Units), an Employee also shall be deemed to be on the Active Employment Rolls while he/she is on strike;

**(2) "Agreement"** means the currently effective agreement between the company and the union which incorporates this Plan, the Separation Payment Plan, and the Automatic Short Week Benefit Plan by reference;

**(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 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:

Annual SUB Level to be Established	Applicable number of cents per straight-time hour	Applicable number of cents per straight-time hour	Applicable number of cents per straight-time hour
<b>September 28, 2020</b>	\$0.80	\$0.86	\$0.92
<b>September 20, 2021</b>	\$0.80	\$0.86	\$0.92
<b>September 19, 2022</b>	\$0.80	\$0.86	\$0.92

- (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 \$50,000,000.00 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 the benefit payable to an eligible Employee for a Short Workweek in accordance with the Automatic Short Week Benefit Plan;

**(6) "Bargaining Unit"** means a unit of Employees covered at the particular time by the Collective Agreement;

**(7) (i) "Base Hourly Rate"** (exclusive of cost-of-living allowance) for an Hourly Employee means:

- (a) the straight-time hourly rate of an Employee on his/her last day of work in the Bargaining Unit; except that if the Employee was paid at a higher straight-time hourly rate by the company while in the Bargaining Unit and within ninety (90) calendar days immediately preceding his/her last day worked, Base Hourly Rate shall be such higher rate;

(ii) Base Rate Salary (exclusive of cost-of-living allowance) means:

(a) the straight-time monthly salary rate of an Employee on his/her last day of work in the Bargaining Unit; except that if the Employee was paid at a higher straight-time monthly salary rate by the company while in the Bargaining Unit and within ninety (90) calendar days immediately preceding his/her last day worked, Base Salary Rate shall be such higher rate;

(b) the Base Salary Rate as determined in section (7)(ii)(a) above shall be adjusted to reflect the amount of any monthly salary increase which became effective (pursuant to the Collective Agreement) after the day or period (or during the period) used to establish his/her Base Salary Rate. In such event the amount of any monthly salary 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, whichever is applicable, for which his/her Base Salary Rate was determined under section (7)(ii)(a) above. The adjusted Base Salary Rate 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;

(iii) the Base Hourly Rate and Salary Rate as determined in section (7)(i) and (ii) above shall be adjusted to reflect the amount of any wage increase which became effective (pursuant to the Collective Agreement) after the day or period (or during the period) used to establish his/her Base Hourly Rate. In such event the amount of any wage 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, whichever is applicable, for which his/her Base Hourly Rate or Base Salary Rate was determined under section (7)(a) above. The adjusted Base Hourly Rate or Base Salary Rate 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 a consecutive fifty-two (52) week period commencing with the first Monday of October each year.

(9) "Board" means the Board of Administration under the Plan;

(10) "Break in Seniority" means break in or loss of Seniority pursuant to the Collective Agreement;

(11) "Collective Agreement" means the Collective Agreement between the company and the union which is in effect at the particular time;

(12) "Company" means Ford Motor Company of Canada, Limited;

(13) "Credit Unit" means a Credit Unit, or fraction thereof, credited to an Employee under the Plan generally for Workweeks for which he/she receives pay, and cancelled at specified rates for the payment of certain Regular Benefits; and includes a Guaranteed Annual Income Credit Unit credited pursuant to sections 3.06, 3.07 and 3.08;

(14) "Dependent" means a person recognized as a Dependent under the Canadian Income Tax Act for purposes of establishing the Employee's withholding tax exemptions;

(15) "Employee" means an Employee in a Bargaining Unit;

(a) "Hourly Employee" means an Employee who at the particular time is paid on an hourly basis.

(b) "Salaried Employee" means an Employee who at the particular time is paid on a salary basis.

- (16)** "Income Security Fund Maximum Company Liability"
- (a) Shall be established at **\$137,385,000.00**.
- (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 Supplemental Unemployment Benefit Plan
  - (ii) The Separation Benefit Plan
  - (iii) The Automatic Short Week Benefit Plan
  - (iv) The Income Maintenance Benefit Plan
  - (v) The Voluntary Termination of Employment Plan
  - (vi) The Restructuring Allowance
  - (vii) The Retirement Allowance
  - (viii) The Pre-Retirement Income Maintenance Program
  - (ix) — NOT IN USE —
  - (x) Program Administration Costs including, but not limited to, those set out in section 6.
  - (xi) Moving Allowance
- (17)** "Fund" means the Hourly Fund or the Salary Fund established under the Plan to receive and invest company contributions and to pay Regular Benefits;
- (a) "Hourly Fund" means the Fund which receives company contributions and from which Regular Benefits may be payable to Hourly Employees.
- (b) "Salary Fund" means the Fund which receives company contributions and from which Regular Benefits may be payable to Salaried Employees.
- (18)** "Insurance Program" means the Insurance Programs referred to in any Collective Agreement;
- (19)** "Local S.U.B.P. Committee" means the Committee established by the Board with respect to each Bargaining Unit to handle Employee appeals from company determinations;
- (20)** "Plan" means the amended Supplemental Unemployment Benefit Plan as set forth in this part B;

- (21)** "Plant" shall be deemed to include any manufacturing or assembly plant, parts distribution centre, or other company activity at which there are Employees;
- (22)** "Regular Benefit" means a benefit payable under section 2.01 to an eligible Employee for a Week of layoff in which he/she performed no work for the company, and received no jury duty pay or bereavement pay from the company, or for which he/she received holiday pay from the company if he/she was not eligible for an Automatic Short Week Benefit for such Week;
- (23)** "Levelling Week Benefit" means the Regular Benefit payable to an eligible Employee for all or part of a Week because, with respect to the Week, he/she was serving an Employment Insurance "waiting period" and during such Week or part thereof he/she was temporarily laid off out of line of Seniority pending an adjustment of the workforce in accordance with the terms of the Collective Agreement;
- (24)** "Seniority" means Seniority status under a Collective Agreement;
- (25)** "Separation Payment" means a lump sum amount payable to an eligible Employee by reason of qualified layoff and certain separations from the company in accordance with the Separation Payment Plan;
- (26)** "Short Workweek" means a Workweek during which an Employee has less than forty (40) Compensated or Available Hours as defined under the Automatic Short Week Benefit Plan and
- (a) during which he/she performs some work for the company or
  - (b) for which he/she receives some jury duty pay or bereavement pay from the company or
  - (c) for which he/she receives only holiday pay from the company and, for the immediately preceding Week, he/she either received an Automatic Short Week Benefit or had forty (40) or more Compensated or Available Hours;

- (27) "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;
- (28) "Trustee" means the Trustee or Trustees of the Fund established under the Plan;
- (29) "Employment Insurance Benefits" means "benefits" as defined by the Canadian Employment Insurance Act;
- (30) "Effective Date" means the effective date of the Collective Agreement except as otherwise specified in the Plan;
- (31) "Employment Insurance and Other Compensation" means an Employment Insurance Benefit and other compensation as defined in section 2.02;
- (32) "Union" means Unifor and its Locals 200, 240, 584, 707, 1324, 1087 and 1520;
- (33) "Scheduled Short Workweek" means a Short Workweek as described in section 6.05(h)(i);
- (34) "Unscheduled Short Workweek" means a Short Workweek as described in section 6.05(h)(ii);
- (35) "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 Workweek, or
  - (b) a Workweek for which the total pay received or receivable by an Employee from the company (including vacation pay considered applicable to such Workweek) and any amount of pay which could have been earned, 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 Collective Agreement,

as outlined in section 1.02(b)(iii), is less than 65% of his/her Weekly Straight Time Pay.

- (c) a Short Workweek.

"Week of Layoff" shall include any such Week; provided, however, that if there is a difference between the starting time of a Workweek and of a Week under Employment Insurance, the Workweek shall be paired with the Week under Employment Insurance which corresponds most closely thereto in time; and provided, further, that if an Employee is ineligible for an Employment Insurance Benefit because of any of the reasons set forth in section 1.01(c) (excluding the reasons under (iii)) for the entire continuous period of layoff, the Week under the Employment Insurance System shall be deemed to be the same as the Workweek. If an Employee becomes ineligible for an Employment Insurance Benefit because of any of the aforementioned reasons during a continuous period of layoff the Week under Employment Insurance shall continue to mean, for the duration of the layoff period during which he/she so remains ineligible for an Employment Insurance Benefit, the seven (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 does not constitute a new or separate layoff.

- (36) "Weekly Straight-Time Pay" or "Weekly Straight-Time Ford Salary" means an amount equal to an Employee's Base Hourly Rate or Base Salary Rate (plus any applicable cost-of-living allowance in effect at the time of computation of the Regular Benefit, but excluding all other premiums and bonuses of any kind) multiplied by 40; or in the case of the Base Salary Rate by 3/13.
- (37) "Weekly After-Tax Pay" means the amount of an Hourly Employee's Weekly Straight-Time Pay or a Salaried Employee's Weekly Straight-Time Ford Salary reduced by the sum of all federal, provincial and municipal taxes and contributions which would be required to be collected, deducted or withheld by the company from a regular weekly

wage of such amount if paid to him/her for the last Pay Period he/she worked in the Bargaining Unit; and

- (38) "Workweek" or "Pay Period" means a period commencing with the No. 1 shift Monday and ending one hundred and sixty-eight (168) hours thereafter.

## **PART C SEPARATION PAYMENT PLAN**

### **Section 1 Eligibility**

An Employee shall be eligible for a Separation Payment on or after **September 28, 2020** if:

- (a) (i) he/she has been on a layoff from the Bargaining Unit for a continuous period of at least twelve (12) months (or any shorter period determined by the company) and such layoff was not the result of any of the circumstances or conditions set forth in section 1.02(b)(ii) of the Supplemental Unemployment Benefit Plan; provided, however, that an Employee shall be deemed to have been on layoff from the company for a continuous period if, while on layoff, he/she accepts an offer of work by the company and subsequently is laid off again within not more than ten (10) work days from the date he/she was reinstated;
- (ii) he/she was actively at work on or after December 1, 1958 but became totally and permanently or occupationally disabled after such date, has been found to be so disabled by the local Employee Relations activity (the Plant physician in conjunction with the hourly employment supervisor) at the company Plant or Plants where the applicant has Seniority (provided, however, that any difference of opinion between the Plant physician and the Employee's personal physician concerning whether the Employee is totally and permanently or occupationally disabled shall be resolved in accordance with the Referral Procedure set forth in the attached letters exchanged between the union and the company and would be eligible for disability retirement benefits under section 4.03 of the Retirement Pension Plan established by agreement between the company and the union except that he/she does not have the requisite years of creditable service to be eligible for such benefit.



- (1) An Employee shall be deemed to be permanently and totally 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 life-time, as established, in part, by a written certificate of a medical doctor licensed to practice in a province of Canada or in the place where the Employee resides.
- (2) An Employee shall be deemed to be occupationally disabled only if it is found on the basis in part of written medical evidence from a medical doctor licensed to practice in a province of Canada or in the place where the Employee resides:
  - (A) that he/she is totally disabled by bodily injury or disease so as to be prevented thereby from engaging in any regular occupation or employment with the company at the Plant or Plants where he/she has Seniority and
  - (B) that such disability will be permanent and continuous during the remainder of his/her life; provided, however, that no Employee shall be deemed to be totally and permanently disabled if his/her incapacity resulted from service in the armed forces of any country except that on or after October 25, 1967 nothing herein shall prevent an Employee from being deemed so disabled under the Plan if he/she has accumulated at least ten (10) years of Seniority after separation from service in the armed forces and before such incapacity occurs; or

- (iii) he/she has had a combination of such layoff period and disability period which combined period is continuous through the date on which application for a Separation Payment is received by the company; and in addition to (i) and (ii) above, meets the requirements of section 1(b); or
  - (iv) is terminated at or after age 60, provided he/she is ineligible for a retirement benefit in accordance with section 1(c);
- (b) he/she had one or more years of Seniority on the last day on which he/she was on the Active Employment rolls, and such Seniority has not been broken on or prior to the earliest date on which he/she can make application (the requirement that Seniority be unbroken on the date application is made shall not be applicable to terminations as referred to in sub-section (a)(iv) above);
  - (c) he/she is not eligible to receive a pension or a retirement benefit other than a deferred pension or a deferred retirement benefit under any company Plan or program then in effect;
  - (d) he/she has not refused an offer of work pursuant to any of the conditions set forth in section 1.02(b)(iii) of The Supplemental Unemployment Benefit Plan on or after the last day he/she worked in the Bargaining Unit and prior to the earliest date on which he/she can make application, provided that refusal after termination under subsection (a)(iv) above shall not result in ineligibility for a Separation Payment;
  - (e) he/she has made application for a Separation Payment within twenty-four (24) months [thirty-six (36) months in the case of an Employee who has ten (10) or more years of Seniority and is eligible for a Separation Payment determined in accordance with section 2(b)(i), below] from the commencement of his/her layoff or disability period, or date of termination in accordance with section 1(a)(iv) above; except that an Employee who meets the requirements of section 1(a)(ii) of this section may make such application on or before the 30th day following the last month for which he/she was eligible to receive an Extended

Disability Benefit under the Insurance Program; provided, however, that in the case of layoff no application may be made prior to the completion of twelve (12) continuous months of layoff from the company (or any shorter period determined by the company); and

**Section 2 Payment**

- (a) A Separation Payment shall be payable by the company and only in a lump sum.
- (b) Determination of Amount
  - (i) Except as provided in paragraphs (ii) and (iii) of this subsection (b), the Separation Payment of an Employee shall be an amount determined by multiplying
    - (1) the Employee's Base Hourly Rate or Base Salary Rate (to be determined by dividing 12 times the Employee's Base Salary Rate by 2,080 hours) by
    - (2) the applicable Number of Hours' Pay as shown in the following table:

**SEPARATION PAYMENT TABLE**

<i>Years of Seniority on Last Day on the Active Employment Rolls</i>				<i>Number of Hours' Pay</i>	
1	but	less	than	2	50
2	"	"	"	3	70
3	"	"	"	4	100
4	"	"	"	5	135
5	"	"	"	6	170
6	"	"	"	7	210
7	"	"	"	8	255
8	"	"	"	9	300
9	"	"	"	10	350
10	"	"	"	11	400
11	"	"	"	12	455

<i>Years of Seniority on Last Day on the Active Employment Rolls</i>				<i>Number of Hours' Pay</i>	
12	"	"	"	13	510
13	"	"	"	14	570
14	"	"	"	15	630
15	"	"	"	16	700
16	"	"	"	17	770
17	"	"	"	18	840
18	"	"	"	19	920
19	"	"	"	20	1000
20	"	"	"	21	1085
21	"	"	"	22	1170
22	"	"	"	23	1260
23	"	"	"	24	1355
24	"	"	"	25	1455
25	"	"	"	26	1560
26	"	"	"	27	1665
27	"	"	"	28	1770
28	"	"	"	29	1875
29	"	"	"	30	1980
30	and	over			2080

- (ii) The amount of a Separation Payment as initially computed under paragraph (i) of this subsection (b) shall be reduced by:
  - (1) the amount of any payment, financed in whole or in part by the company, received or receivable on or after the last day the Employee worked in the Bargaining Unit, with respect to any layoff or separation from the company (other than a Regular Benefit, Levelling Week Benefit, an Automatic Short Week Benefit, or an Employment Insurance Benefit);
  - (2) the amount of any Moving Allowance deductible under the applicable section of the Collective Agreement; and

- (3) 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.
- (iii) If an applicant has been paid a prior Separation Payment under paragraph (i) of this subsection (b) and thereafter was re-employed by the company within three years from the last day he/she worked in the Bargaining Unit, years of Seniority for purposes of determining the amount of his/her current Separation Payment shall mean the sum of the years of Seniority used to determine the amount of his/her prior Separation Payment and the number of years of Seniority acquired by him/her after he/she was rehired. The Number of Hours' Pay used to calculate his/her prior Separation Payment shall be subtracted from the Number of Hours' Pay based on his/her years of Seniority determined as provided above.

### **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 his/her Seniority shall be deemed to have been broken as of the date his/her application for such Separation Payment was received by the company.

### **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 he/she shall return the amount of the overpayment to the company. The company shall add the amount of any such overpayment returned by the former Employee to the amount of contributions required under section 6.05 of the Supplemental Unemployment Benefit Plan.

### **Section 6 Repayment**

If a former Employee is re-employed by the company after he/she has received a Separation Payment, no repayment (except as provided in section 5) by him/her of such Separation Payment shall be required or allowed and no Seniority cancelled in connection with such Separation Payment shall be reinstated except for the specific purpose provided in section 2(b)(iii).

### **Section 7 Notice of Application Time Limits**

The company shall provide written notice of the time limit for filing a Separation Payment application to all persons who may be eligible for such Payment. Such notice shall be mailed to the person's last known address according to the company's records not later than thirty (30) days prior to both the earliest and the latest dates as of which he/she may apply pursuant to the provisions of section 1(e).

### **Section 8 Board of Administration**

The Board shall be empowered and authorized and shall have jurisdiction to direct the company to make Separation Payments pursuant to determinations made by the Board.

### **Section 9 Reports by the Company**

- (a) The company shall furnish the Board and the union quarterly a listing by Bargaining Unit showing the names of the persons who, during the preceding calendar quarter, accepted a Separation Payment, together with both the individual gross and net amounts of such Separation Payments.
- (b) The company shall furnish to a union member of the Local S.U.B.P. Committee a copy of each application for a Separation Payment and a copy of all company determinations of Separation Payment ineligibility or overpayment.

## **Section 10 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 Separation Payment.

## **Section 11 General**

- (a) The provisions of these sections 1 through 13 constitute the entire 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 willful 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 Agreement.

## **Section 12 Amendment and Termination of the Plan**

So long as the 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 of the Agreement. Upon the termination of the 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.

## **Section 13 Definitions**

Any term used herein which has a counterpart that is defined in the Supplemental Unemployment Benefit Plan shall, unless specifically defined herein, have the same meaning, for the purpose of this Plan, as such term has under The Supplemental Unemployment Benefit Plan. As used herein:

### **(1) "Active Employment Rolls"**

An Employee whose Seniority rights have not ceased is considered to be on the active employment roll of the company under the following circumstances:

- (i) while he/she is actually working for the company,
- (ii) while he/she is on an authorized vacation,
- (iii) while he/she is on an authorized leave of absence (other than a medical leave of absence) which is issued for a period of ninety (90) days or less,
- (iv) during the first ninety (90) days when he/she is on a medical leave of absence,
- (v) while he/she is on a disciplinary suspension,
- (vi) for hourly, while he/she is on a temporary layoff as defined in the Collective Agreement;
- (vii) for salary, while he/she is on a layoff which is not expected to exceed twenty-four (24) calendar days; provided, however, that solely with respect to the provisions of section 1(b) of this Plan (eligibility for a Separation Payment) an Employee also shall be deemed to be on the Active Employment Rolls while he/she is on strike;

- (2) "Base Hourly Rate For an Hourly Employee: means:
- (a) the straight-time hourly rate of an Employee on his/her last day of work in the Bargaining Unit; except that if the Employee was paid at a higher straight-time hourly rate by the company while in the Bargaining Unit and within ninety (90) calendar days immediately preceding his/her last day worked, 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 with respect to the last day worked for the company;
- (3) "Base Salary Rate": means:
- (a) the straight-time monthly salary rate of an Employee on his/her last day of work in the Bargaining Unit; except that if the Employee was paid at a higher straight-time rate by the company while in the Bargaining Unit and within ninety (90) calendar days immediately preceding his/her last day worked, Base Salary Rate shall be such higher rate,
  - (b) the Base Salary Rate determined under (a) above, shall be adjusted to include the amount of any applicable cost-of-living allowance in effect with respect to the last day worked for the company;
- (4) "Plan" means the Separation Payment Plan as set out in this part C.

**PART D**  
**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 he/she had less than forty (40) Compensated or Available Hours and
    - (i) he/she performed some work for the company, or
    - (ii) for such Week he/she received some jury duty pay or bereavement pay from the company, or
    - (iii) for such Week, he/she received only holiday pay from the company and, for the immediately preceding Week, he/she either received an Automatic Short Week Benefit or had forty (40) or more Compensated or Available Hours.
  - (2) he/she had at least three (3) years of Seniority as of the last day of the Week (or during some part of such Week he/she had at least three (3) years of Seniority and broke Seniority by reason of death or of retirement under the provisions of the Retirement Plan established by agreement between the company and the union); and
  - (3) he/she was on a qualifying layoff, as described in section 1.02 of The Supplemental Unemployment Benefit Plan for some part of such Week, or he/she was ineligible as defined under the Collective Agreement for pay from the company for all or part of a period of jury duty, bereavement or short term active duty of thirty (30) days or less because he/she 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 he/she would otherwise have been on a qualifying layoff under this Plan.

- (b) No application for an Automatic Short Week Benefit shall be required of an Employee. However, if an Employee believes himself/herself entitled to (i) an Automatic Short Week Benefit for a Week which he/she does not receive on the date when such Automatic Short Week Benefits for such Week are paid or (ii) an Automatic Short Week Benefit in an amount greater than he/she received, he/she may file written application therefor within sixty (60) calendar days after such date in accordance with procedures established by the company.
- (c) An Automatic Short Week Benefit payable for a Week shall be in lieu of any other Benefit under the Supplemental Unemployment Benefit Plan for that Week.

### **Section 2 Automatic Short Week Benefit Amount**

- (a) The Automatic Short Week Benefit payable to an 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 forty (40) exceeds his/her Compensated or Available Hours, computed to the nearest tenth of an hour, multiplied by 80% of his/her Base Hourly Rate or Base Salary Rate divided by 173.3.
- (b) An Employee, who breaks Seniority during a Week by reason of death or of retirement under the provisions of the Retirement Plan established by agreement between the company and the union and is eligible for an Automatic Short Week Benefit with respect to certain hours of layoff during the Week prior to the date his/her Seniority is broken, will receive an amount computed as provided in subsection 2(a) of this section based on the number by which the hours for which the Employee would regularly have been compensated exceeds his/her Compensated or Available Hours with respect to that part of the Week prior to the date his/her Seniority is broken.
- (c) 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 an Automatic Short Week Benefit is made, it shall notify him/her 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 mailed to the Employee receiving such Automatic Short Week Benefit(s) and he/she 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 and twenty (120) days from the date the overpayment was established or created, except that no such 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 \$30.00 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 (including, without limitation, Regular Benefits and Separation Payments) to such Employees (not to exceed \$75.00 from any one paycheque 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 Trustee.

- (c) If the company determines that an Employee has received an Automatic Short Week Benefit for any Week for which he/she has received an Employment Insurance Benefit, the amount of such Automatic Short Week Benefit, or a portion of such Benefit equivalent to the Employment Insurance Benefit, whichever is less, shall be treated as an overpayment in accordance with this section.
- (d) The company may adjust for any overpayments or underpayments in the amount of an Automatic Short Week Benefit at the same time as related adjustments are made with respect to any wages for the same Workweek. Such Automatic Short Week Benefit adjustments shall be shown on the pay statement or other equivalent record given to the Employee. Such pay statement or equivalent record shall constitute a determination which may be appealed in accordance with the procedure outlined in section 4.03 of The Supplemental Unemployment Benefit Plan.

**Section 6 Reports by the Company**

- (a) Not later than the third Tuesday following the first Monday of each month, the company shall furnish to the union a statement showing the number and amount of Automatic Short Week Benefits, if any, paid by the company during each Week of the preceding month; and with respect to any Week for which the amount of Scheduled Automatic Short Week Benefits are not deductible from company contributions because of the Fund position, the number and amount of Scheduled and Unscheduled Benefits paid, respectively.
- (b) The company shall furnish promptly to a union member of the Local S.U.B.P. 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 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 Agreement.

**Section 8 Amendment and Termination of the Plan**

So long as the 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 Agreement. Upon the termination of the 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 Agreement between the company and the union.

**Section 9 Definitions**

Any term used herein which has a counterpart that is defined in The Supplemental Unemployment Benefit Plan shall, unless specifically defined herein, have the same meaning, for the purposes of this Plan, as such term has under The Supplemental Unemployment Benefit Plan. As used herein:

- (1) "Base Hourly Rate" means:
  - (a) the highest straight-time hourly rate paid the Employee while in the Bargaining Unit during the Pay Period in which the Short Workweek occurs;

- (b) the Base Hourly Rate as determined under (a) above, shall be adjusted to include:
  - (i) the amount of any applicable cost-of-living allowance in effect 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 Agreement) after the day or period used to establish his/her Base Hourly Rate. In such event the amount of any wage 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, whichever is applicable, for which his/her 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) "Base Salary Rate" means:**

- (a) the highest straight-time monthly salary rate paid the Employee while in the Bargaining Unit during the Pay Period in which the Short Workweek occurs;
- (b) the Base Salary Rate as determined under (a) above, shall be adjusted to include:
  - (i) the amount of any applicable cost-of-living allowance in effect with respect to the Week for which the Automatic Short Week Benefit is paid; and
  - (ii) the amount of any salary increase which became effective (pursuant to the Collective Agreement) after the day or period used to establish his/her Base Salary Rate. In such event the amount of any wage 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, whichever is applicable, for which his/her Base Salary Rate was determined under (a) above. The Base Salary 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;

**(3) "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 section (e) below), and excluding any hours of overtime that are either worked or made available to the Employee during the Week.
- (b) all hours scheduled or made available to the Employee by the company but not worked by the Employee, after reasonable notice has been given to the Employee (including any period on leave of absence); provided, however, if the hours made available but not worked were straight-time hours, which the Employee had an option to refuse under provisions of the Collective Agreement or which he/she could refuse without disqualification under section 1.02(b)(iii) of the Supplemental Unemployment Benefit Plan, such hours are not to be considered as hours made available by the company;
- (c) all hours not worked by the Employee because of any of the reasons disqualifying an Employee from receiving a Regular Benefit under section 1.02(b)(ii) and 1.02(b)(iv) of the Supplemental Unemployment Benefit Plan;



November 4, 1979

- (d) all hours not worked by the Employee which are in accordance with a written agreement between the local management and the local union or which are attributed to absenteeism of other Employees;
- (e) all hours represented by vacation pay, paid pursuant to the Vacation With Pay Plan of the appropriate Collective Agreement, on the basis that forty (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, and all additional vacation pay shall be allocated to such subsequent vacation weeks on a pro rata basis of forty (40) hours pay, or lesser amount as may have been received, per vacation week.
- (f) in the case of Salaried Employees, all hours represented by payments for casual absence or while on sick leave.

- (4) "Plan" means the Automatic Short Week Benefit Plan as set forth in this Part D.
- (5) "Week" when used in connection with eligibility for and computation of Automatic Short Week Benefits with respect to an Employee means a Short Workweek.

Mr. R. White  
International Vice President and  
Director for Canada  
International Union, United Automobile,  
Aerospace and Agricultural Implement  
Workers of America (UAW)  
205 Placer Court  
Willowdale, Ontario M2H 3H9

Dear Mr. White:

This is to confirm our understanding that the company will furnish information weekly to the Financial Secretary of each local Union as soon as practicable concerning the names of Employees who receive Regular Benefits under the Ford-UAW SUB Plan and the amount of such Benefits.

Yours very truly,  
S. J. Surma  
Vice President  
Industrial Relations

Accepted and Approved:  
INTERNATIONAL UNION, UNITED  
AUTOMOBILE, AEROSPACE AND  
AGRICULTURAL IMPLEMENT  
WORKERS OF AMERICA (UAW)

By R. White

November 4, 1979

Mr. R. White  
International Vice President and  
Director for Canada  
International Union, United Automobile,  
Aerospace and Agricultural Implement  
Workers of America (UAW)  
205 Placer Court  
Willowdale, Ontario M2H 3H9

Dear Mr. White:

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

Prior to the payment of a Regular Benefit for such Week, such Employee must:

- (a) Submit written evidence satisfactory to the company of her ineligibility for an Unemployment Insurance Benefit under the maternity provisions of the Unemployment Insurance Act, and
- (b) With respect to such Week, file a written application in person and establish to the satisfaction of the company that she is able and available for and seeking full-time work to the same extent as though she was receiving an Unemployment Insurance Benefit.

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

Yours very truly,  
S. J. Surma  
Vice President  
Industrial Relations

Accepted and Approved:  
INTERNATIONAL UNION, UNITED  
AUTOMOBILE, AEROSPACE AND  
AGRICULTURAL IMPLEMENT  
WORKERS OF AMERICA (UAW)

By: R. White

November 4, 1979

Mr. R. White  
International Vice President and  
Director for Canada  
International Union, United Automobile,  
Aerospace and Agricultural Implement  
Workers of America (UAW)  
205 Placer Court  
Willowdale, Ontario M2H 3H9

Dear Mr. White:

During the present negotiations you requested an explanation as to how company determinations are made that Employees are or are not on a qualifying layoff, within the meaning of section 1.02 of the Supplemental Unemployment Benefit Plan, in the event of severe weather constituting an Act of God.

In making these decisions the company considers the following factors:

- Weather conditions in relation to normally expected weather for the area and the experience of local governmental agencies and the population in dealing with such weather.
- Existence of legally enforceable government directive affecting a substantial number of Employees, that any motorist will receive a substantial fine for any driving in the affected area.
- Disaster area declarations.
- Weather-related experience of other area employers (especially any other automotive manufacturers in the area).
- Road closings in the vicinity of the facility which prevent reasonable access to the facility.
- Effect of severe weather on the facility, e.g., collapsed walls, power outages, inability to move stock, etc.
- School closings.
- Airport closings.
- Government office closings.
- Postponement or cancellation of public or private events.
- Shutdown or serious weather-related impairment of rail and truck transportation.
- Attendance and tardiness patterns in the Plant and other company facilities in the area.

October 10, 1982

No single factor in and of itself may be determinative. These factors are considered as a whole based on a reasonable assessment. The critical determination is the impact of the severe weather, based on the pertinent factors listed above, on Employees and facilities.

It was also agreed by the parties during these negotiations that in the case of an Employee who reports for work on a day for which a company determination is made that a qualifying layoff, by reasons of severe weather, exists with respect to Employees in such Plant who did not report for work, all hours worked by such reporting Employee will be disregarded in calculating Compensated or Available hours for the Week and such Employee shall be deemed to be on qualified layoff for the shift.

Yours very truly,  
S. J. Surma  
Vice President  
Industrial Relations

Mr. R. White  
International Vice President and  
Director for Canada  
International Union, United Automobile,  
Aerospace and Agricultural Implement  
Workers of America (UAW)  
205 Placer Court  
Willowdale, Ontario M2H 3H9

Dear Mr. White:

The conditions of eligibility for a Separation Payment based on layoff, as set forth in section 1 of the 1982 Separation Payment Plan, include the requirement that an Employee have 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 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 layoffs appear to be permanent and the Employees involved appear to have no further opportunity for employment with the Company.

Yours very truly,  
S. J. Surma  
Vice President  
Industrial Relations

November 18, 1984

Mr. R. White  
International Vice President and  
Director for Canada  
International Union, United Automobile,  
Aerospace and Agricultural Implement  
Workers of America (UAW)  
205 Placer Court  
Willowdale, Ontario M2H 3H9

Dear Mr. White:

During the current negotiations the Union expressed some concern regarding a possible interpretation of the provisions of section 1.02(b)(iv) of the SUB Plan which could result in denying a Benefit to an otherwise eligible Employee who is claiming a benefit under a Workers' Compensation law while not totally disabled. This is to advise you that the provisions of section 1.02(b)(iv) of the Plan will not be interpreted to disqualify an Employee on layoff from Benefits solely because he is eligible for or claiming a permanent partial or scheduled loss benefit under a Workers' Compensation law or other law providing benefits for occupational injury or disease so long as the injury or disease does not prevent the Employee from working.

Yours very truly,  
A. W. Hanlon  
Vice President  
Industrial Relations

November 18, 1984

Mr. R. White  
International Vice President and  
Director for Canada  
International Union, United Automobile,  
Aerospace and Agricultural Implement  
Workers of America (UAW)  
205 Placer Court  
Willowdale, Ontario M2H 3H9

Dear Mr. White:

During the present negotiations the parties discussed the subject of the calculation and crediting of Guaranteed Annual Income Credit Units to Employees returning to work from a layoff period that included the Guarantee Date. This is to advise you that in the calculation of any Guaranteed Annual Income Credit Units under section 3.06 of the SUB Plan, to which an Employee is entitled by reason of his return to work from layoff or while on temporary layoff on the Guarantee Date, the calculation will include the number of Credit Units that are or would be cancelled for SUB applications for Weeks of layoff during the prior layoff period, that are received and paid or determined to be payable by the Company as of the fourth Sunday following the Employee's scheduled return to work date.

Yours very truly,  
A. W. Hanlon  
Vice President  
Industrial Relations

October 5, 1987

Mr. R. White  
National President  
National Automobile, Aerospace  
and Agricultural Implement  
Workers Union of Canada (CAW-Canada)  
205 Placer Court  
Willowdale, Ontario M2H 3H9

Dear Mr. White:

For purposes of calculating the Average Full Benefit Rate in the SUB Plan, the number and amount of Full Regular Benefits paid from the Fund for the second Week of the Waiting Period under Unemployment Insurance shall not be used in the calculation of the Average Full Benefit Rate. The number and amount of such Benefits shall be reported separately from other Full Benefits on the monthly SUB report.

Yours very truly,  
FORD MOTOR COMPANY  
OF CANADA, Limited  
D. J. McKenzie  
Vice President  
Industrial Relations

Concur: R. White

October 13, 1993

Mr. B. Hargrove  
National President  
National Automobile, Aerospace and  
Agricultural Implement Workers  
Union of Canada (CAW-Canada)  
205 Placer Court  
Willowdale, Ontario M2H 3H9

Dear Mr. Hargrove:

The parties acknowledge that the intent under the SUB Plan is to provide SUB benefits and initially "top-up" Unemployment Insurance Compensation. 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 Unemployment Insurance Benefits) the Unemployment Insurance maximum benefit at the time of SUB application will be deducted from Regular Benefits.

Yours very truly,  
FORD MOTOR COMPANY  
OF CANADA, Limited  
D. J. McKenzie  
Vice President  
Employee Relations

October 13, 1993

Mr. B. Hargrove  
National President  
National Automobile, Aerospace and  
Agricultural Implement Workers  
Union of Canada (CAW-Canada)  
205 Placer Court  
Willowdale, Ontario M2H 3H9

Dear Mr. Hargrove:

During the 1993 negotiations the parties discussed circumstances whereby Unemployment Insurance Benefit periods were being terminated prematurely and new claims immediately being established in order to qualify Employees for a maximum SUB Benefit for which they would otherwise not be entitled.

The parties agreed that such actions were contrary to the intent of the Supplemental Unemployment Benefit Plan and that no benefits will be payable in such circumstances in the future.

Yours very truly,  
FORD MOTOR COMPANY  
OF CANADA, Limited  
D. J. McKenzie  
Vice President  
Employee Relations

November 11, 1996

Mr. B. Hargrove  
National President  
National Automobile, Aerospace, Transportation  
and General Workers Union of Canada (CAW-Canada)  
205 Placer Court  
Willowdale, Ontario M2H 3H9

Dear Mr. Hargrove:

During the course of the 1996 negotiations the parties discussed the Union's proposal to pay maternity, parental and adoption leaves from a Supplemental Unemployment Benefit (SUB) Fund as a top-up to Benefits under the Employment Insurance Act. Given that there was insufficient time for the parties to address all the issues associated with this matter, the parties agreed to pattern the arrangements that will be negotiated at Chrysler Canada following their negotiations.

It is the company's intent to establish a new maternity leave allowance which will provide seniority employees with up to 16 weeks of benefits at 75% of Weekly Straight Time Pay less any benefits obtained under the Employment Insurance Act. In addition, it is the company's intent to establish new parental and adoption leave allowances which will provide seniority employees with 10 weeks of benefits, or for duration of the leave, if shorter, at 65% of Weekly Straight Time Pay less Unemployment Insurance benefits.

It is the intent of the Company to implement this new procedure no later than April 1, 1997.

The parties agree that the adoption leave allowance will be at 75% of Weekly Straight Time Pay less Unemployment Insurance Benefits for up to 16 weeks if Employment Insurance adoption leave benefits are modified to equate with maternity leave benefits.

Yours very truly,  
FORD MOTOR COMPANY  
OF CANADA, Limited  
D. J. McKenzie  
Vice President,  
Employee Relations

October 7, 2002

Mr. B. Hargrove  
National President  
National Automobile, Aerospace,  
Transportation and General Workers  
Union of Canada (CAW-Canada)  
205 Placer Court  
Willowdale, Ontario  
M2H 3H9

Dear Mr. Hargrove:

During the 2002 negotiation, the parties agreed to modify the SUB Plan as follows:

- Current seniority employees on layoff from the Company as the result of a qualifying event under the Job and Income Security Program who exhaust Supplemental Unemployment Insurance Benefits (SUB) and/or Income Maintenance Plan (IMP) benefits during the term of the 2002 Collective Agreement and who are not otherwise employed, will be credited with seventy-eight (78) SUB credit units. SUB payable will be based on the employee's last day worked.
- Current seniority employees on layoff from the Company as the result of a qualifying event under the Job and Income Security Program who exhaust Supplemental Unemployment Benefits (SUB) and/or Income Maintenance Plan Benefits (IMP) during the term of the 2002 Collective Agreement and who are otherwise employed will be credited with seventy-eight (78) SUB credit units and therefore will be eligible to receive a top up of their outside employment earnings to 65% of weekly straight-time pay based on their last day worked. Such top up will be provided to the employee at the end of each three (3) month period following submission of proof of earnings, to the Company.
- Employees, credited with the seventy-eight (78) SUB credit units will be eligible for the Legal Services Plan and Company paid health care and group insurance benefits, normally available during the initial twelve (12) months of layoff.

- The maximum duration of the entitlements provided above will not exceed the term of the 2002 collective agreement.

Yours very truly,  
FORD MOTOR COMPANY  
OF CANADA, Limited  
T. P. Hartmann  
Vice President,  
Human Resources

November 2, 2009

Mr. K. Lewenza  
National President  
National Automobile, Aerospace,  
Transportation and General Workers  
Union of Canada (CAW-Canada)  
205 Placer Court  
Toronto, Ontario  
M2H 3H9

Dear Mr. Lewenza:

During 2009 negotiations, the parties agreed, effective with the 2009 income tax year, to eliminate reimbursements made to employees who are required to rebate Employment Insurance Benefits otherwise known as "EI Clawback." The company agreed that, for the 2009 taxation year only, this would not apply to any employee whose layoff is the result of an application of inverse seniority as provided for in Article 15 of the 2008 Ford – CAW collective agreement.

Yours very truly,  
FORD MOTOR COMPANY OF  
CANADA, Limited  
Stacey Allerton Firth  
Vice President,  
Human Resources

November 2, 2009

Mr. K. Lewenza  
National President  
National Automobile, Aerospace,  
Transportation and General Workers  
Union of Canada (CAW-Canada)  
205 Placer Court  
Toronto, Ontario  
M2H 3H9

Dear Mr. Lewenza:

During 2009 negotiations, the company advised the union of the increased cost of Supplemental Unemployment Benefits (SUB) paid out to employees that are recalled from layoff to cover vacation leaves during the summer months. Accordingly, the parties agreed that full-time employees recalled from layoff on or after May 1 and subsequently laid off prior to September 1 will not accrue SUB credits based on those hours worked.

Yours very truly,  
FORD MOTOR COMPANY OF  
CANADA, Limited  
Stacey Allerton Firth  
Vice President,  
Human Resources



**EXHIBIT F**

**SUPPLEMENTAL AGREEMENT CONCERNING INCOME  
MAINTENANCE BENEFIT PLAN AND  
VOLUNTARY TERMINATION OF EMPLOYMENT PLAN**

BETWEEN

FORD MOTOR COMPANY OF CANADA, LIMITED

AND

UNIFOR  
AND ITS LOCALS 200, 240, 584, 707, 1087, 1324, AND 1520

**September 28, 2020**

**INCOME MAINTENANCE BENEFIT PLAN**

**EXHIBIT F  
2020 SUPPLEMENTAL AGREEMENT**

On this **28th** day of **September, 2020** Ford Motor Company of Canada Limited, hereinafter referred to as the Company, and Unifor and its Locals 200, 240, 584, 707, 1087, 1324, and 1520 hereinafter referred to as the Union, on behalf of the Employees covered by the **2020** Collective Agreements of which this Supplemental Agreement becomes a part, agree as follows:

**Section 1. Establishment of the Plans**

- (a) This Agreement concerning the Income Maintenance Benefit Plan (Exhibit F-1), and the Voluntary Termination of Employment Plan (Exhibit F-2), shall become effective with respect to Employees in each of the Bargaining Units to which this Supplemental Agreement shall apply on the date of commencement of the first pay period coincident with or immediately following the respective Effective Dates of the **2020** Collective Agreements of which this Supplemental Agreement is a part.
- (b) The Income Maintenance Benefit Plan and the Voluntary Termination of Employment Plan, which are attached as Exhibits F-1 and F-2 to this Supplemental Agreement between the parties dated **September 28, 2020** will be established as set forth in Exhibits F-1 and F-2 attached hereto, effective as of the date this Agreement becomes effective for each Bargaining Unit in accordance with section 1(a) above, except as otherwise may be specified in this Agreement and the Plans\*\* and maintained by the Company for the duration of the Collective Agreements of which this Agreement is a part, subject to the terms and conditions of such Plans attached to this Agreement as Exhibits F-1 and F-2.

\*\* The definitions of section 19 of Exhibit F-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 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 F-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 until **September 18, 2023**. 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 Agreements 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 **2020** Collective Agreements.

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, 205 Placer Court, 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 Vice President, Human Resources, Ford Motor Company of Canada, Limited, Oakville, 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 F-1 and F-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 **supplementary unemployment benefit plan**" under the provisions of section 145 of the Canadian Income Tax Act, R.S.C. 1985, c.1 (5th supplement), as amended, now in effect or as hereafter may be amended during the term of this **2020** 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 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 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 he/she may be requested to resign by three 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 umpire under the Collective Agreement applicable to the majority of Employees covered by the Plan shall make the selection; provided, however, that the Company and Union members may by agreement request such umpire 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:
  - (a) hear and determine appeals by Employees pursuant to this section 6;
  - (b) obtain such information as the board shall deem necessary in order to determine such appeals;
  - (c) 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;
  - (d) direct the Company to pay IMP Benefits or Voluntary Termination of Employment Payments pursuant to determinations made by the board;
  - (e) prepare and distribute, on behalf of the board, information explaining the Plans; and
  - (f) 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:
  - (a) whether the appeal to the board was made within the time and in the manner specified in this section 6,

- (b) whether the Employee is an eligible Employee with respect to the Plans, and, if so,
- (c) 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 a Collective Agreement, even though relevant to the issues before the board. All such questions shall be determined through the regular procedures provided therefor by a Collective 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, he/she 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 him/her 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 votes and the Union members shall have a total of three 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 his/her 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 alternates 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 5.02(a) and 5.02(b)(vii) of the Supplemental Unemployment Benefit Plan applicable to hourly Employees; provided however, that the Union members of the board of administration shall be appointed from the group of Employees holding the position of Union member on the Board of Administration for a Supplemental Unemployment Benefit Plan applicable to Employees in a Bargaining Unit covered by this Agreement; and provided further that at any Facility which has two Bargaining Units, the

Union members and alternate of the local committee provided herein shall be appointed from the group of Employees holding the positions of Union member or alternate on either of the Supplemental Unemployment Benefit Plan local committees at such Facility.

**(b) Appeal Procedures for Benefits**

(1) Applicability of Appeal Procedure

(i) 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.

**Section 7. Miscellaneous**

- (a) 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 this **September 28, 2020**.

FORD MOTOR COMPANY OF CANADA, LIMITED

By:	<b>R.J. Kantautas</b> D. J. Nangini R. S. Jarvis K. A. Belleghem-Grima A. Mirza <b>K.E. Alguire</b> T. P. Stewart <b>J.M. Marcu</b> E. C. Kozma	R. Derhodge <b>W. Edgar</b> D. Badalamenti G.M. Briscoe R. J. Smith <b>B. Smrke</b> <b>C.K. Labord</b> <b>H. Graham-Lampe</b>
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**UNIFOR**

By:	J. Dias <b>L. Payne</b> S. Wark <b>D. Chiodo</b>	FOR LOCAL 200 J. D'Agnolo <b>K. Bell</b> <b>C. Lawton</b> T. Little <b>B. Krisanovic</b>	FOR LOCAL 584 G. Rumboldt  FOR LOCAL 240 M. A. Radvanyi
	FOR LOCAL 707 <b>M. Sciberras</b> R. Scott <b>D. Caerels</b> M. Brennan	FOR LOCAL 1087 R. Andersen	FOR LOCAL 1324 <b>C. Parise</b>

**EXHIBIT F-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 **2020** Collective Agreements.

**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 Collective Agreements shall be eligible for an IMP Benefit for any Week beginning on or after the Effective Date 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 fifty-two (52) Weeks immediately following the last Week for which the Supplemental Unemployment Benefit was paid that exhausted the Employee's entitlement for Supplemental Unemployment Benefits for the qualifying period of layoff.
- (b) Had at least five (5) Years of Seniority under the terms of the Collective Agreement on the last day the Employee Worked prior to the Effective Date of such layoff and such Years of Seniority had not been broken on or prior to the last day of the Week.
- (c) Has no credit units under the Supplemental Unemployment Benefit Plan applicable to Employees in his/her Bargaining Unit or any other "SUB" Plan of the Company and after the qualifying layoff for IMP Benefits has had no credit units cancelled under Article 3.03(a)(3) of such Supplemental Unemployment Benefit Plan for willfully misrepresenting any material fact in connection with an application for benefits under the Supplemental Unemployment Benefit Plan.

- (d) Has not received on or after the Effective Date and subsequent to the Effective Date of such layoff a separation payment under the Separation Payment Plan applicable to Employees in his/her Bargaining Unit (or any other "Separation Payment" Plan of the Company), unless the Employee returns to Work and thereafter Works five (5) years 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 Canada Employment Centre, 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 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 any applicable Company pension or Retirement program. If the Employee has exhausted his/her 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 the Canada Employment Centre 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 the Canada Employment Centre,
  - (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 an 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 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 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 and at the time such layoff became effective did not meet the minimum age and creditable service requirements for, or was not offered, special early Retirement under the Retirement Pension Plan applicable to Employees in his/her Bargaining Unit;
- (5) at a time when the Employee was on an otherwise qualifying layoff for purposes of this Plan or after having been advised that he/she 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 he/she 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 Supplemental Unemployment Benefit, the Employee may refuse an offer which he/she has a right to refuse under the Collective Agreement covering Employees in his/her Bargaining Unit and still remain eligible for a Regular Benefit

under the applicable Supplemental Unemployment Benefit 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 his/her Seniority under the Collective Agreement covering Employees in his/her Bargaining Unit.

#### **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 benefits is terminated, or until the Maximum Company Liability Amount, as defined in section 14(c), has been reached.

##### **(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**

If not otherwise provided at Company cost pursuant to the Insurance Program incorporated in the Collective Agreement covering Employees in his/her Bargaining Unit, an Employee who is eligible to receive IMP Benefits will receive IMP Insurance Coverage, as determined in accordance with this paragraph, through the month following the month in which IMP Benefits terminate and the Employee forfeits his/her Seniority in accordance with section 5 of the Voluntary Termination of Employment Plan. The IMP Insurance Coverage consists of Health Care and Life and Accidental Death and Dismemberment 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 the amount disregarded as earnings by Employment Insurance or 20% of such Income received or receivable (except disability, termination and supplemental unemployment benefit pay will be offset at 100%); provided, however, that with respect to a Week for which 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 an amount equal to 25% of the Employee's Unemployment Insurance Benefit rate or 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 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 a Supplemental Unemployment Benefit Plan shall be offset against IMP Income Benefits. The amount of IMP Income Benefits that are offset by Supplemental Unemployment Benefit overpayments or outstanding debts to the Company or trustees of any Company plan or program, shall be paid to the Company or trustee of the Supplemental Unemployment Benefit Plan Fund or other Company plan or program, as applicable.

**Section 6. Relationship Between Governmental Required Separation or Severance Pay and Plan Benefits**

The IMP Benefits described in section 4 shall be applied to reduce the amount of any separation, severance payment or similar payment required by federal or provincial law by reason of any plant closing.

**Section 7. Duration of IMP Benefits**

- (a)** The period for which IMP Benefits are payable to an eligible 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 Supplemental Unemployment Benefit under the Supplemental Unemployment Benefit Plan applicable to Employees in his/her Bargaining Unit and with respect to which the Employee exhausted his/her Credit Unit balance under the Supplemental Unemployment Benefit Plan (or any other Supplemental Unemployment Benefit Plan of the Company) or following such Week the Employee elected to cancel his/her Credit Unit balance under the provisions of section 2(c) of this Plan.

(b) Upon the Employee's exhaustion of Supplemental Unemployment Benefit Plan credit units, he/she will be credited with IMP Units under this Plan in accordance with the following table:

(i) For Employees hired prior to September 24, 2012:

<i>Employees Years of Seniority* on Last Day Worked Prior to Qualifying Layoff for IMP Benefits</i>	<i>Number of IMP Units Credited</i>
5 - 6	26
6 - 7	32
7 - 8	38
8 - 9	45
9 and over	52

\* Fractional Years of Seniority shall be disregarded.

(ii) For Employees hired on or after September 24, 2012:

<i>Employees Years of Seniority* on Last Day Worked Prior to Qualifying Layoff for IMP Benefits</i>	<i>Number of IMP Units Credited</i>
5 - 6	13
6 - 7	16
7 - 8	19
8 - 9	23
9 - 10	26
10 and over	52

\* Fractional Years of Seniority shall be disregarded.

(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 his/her Years of Seniority for, credit units under the applicable Supplemental Unemployment Benefit Plan for the payment of a Supplemental Unemployment 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 his/her 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 Separation Payment Plan applicable to Employees in his/her Bargaining Unit (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 Collective Agreement covering Employees in his/her Bargaining Unit, if such refusal occurs within two (2) years from the last day at Work, or if less, the last day of eligibility for a regular Supplemental Unemployment Benefit Plan benefit, will not terminate eligibility hereunder); provided that if the employment or interview 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 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 result in an offset to 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 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) 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 he/she 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 and

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;
  - (iii) the allocation of Statutory Benefits and Income from Other Sources that are not directly attributable to specific Weeks for purposes of determining IMP Benefits;
- (5) determine the amount of Company funds that have been expended under the Plan to ensure that the Maximum Company Liability Amount, as defined under section 14(c), will not be exceeded;
- (6) establish appropriate procedures for giving notices required to be given under the Plan;
- (7) establish and maintain necessary records;
- (8) furnish the Union an annual report for each calendar year as to Company expenditures counted against the Maximum Company Liability Amount; and
- (9) prepare and distribute information explaining the Plan.

**(b) Company Authority**

Nothing contained in the Plan shall be deemed to qualify, limit or alter in any manner the Company's sole and complete authority and discretion to establish, regulate, determine or modify at any time levels of employment, hours of Work, the extent of hiring and layoff, production schedules, manufacturing methods, the products and parts thereof to be manufactured, where and when Work shall be done, marketing of its products, or any other matter related to the conduct of its business or the manner in which its business is to be managed or carried on, in the same manner and to the same extent as if the Plan were not in

existence; nor shall it be deemed to confer upon the Union any voice in such matters.

**(c) Applicable Law**

The Plan and all rights and duties thereunder shall be governed, construed and administered in accordance with the laws of the Province of Ontario, except that the eligibility of 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 Agreement Grievance Procedure**

No matter respecting the Plan shall be subject to the grievance procedure established in a Collective 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 sixty (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 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; and
- (2) as a result of the relocation, the Employee changes his/her permanent residence; and
- (3) the Employee applies for a Relocation Allowance within six (6) months 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 a Collective 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 therefor, 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, in the aggregate, the Income Security Fund Maximum Company Liability as defined under subsection (c) of this section.
- (2) If the Company at any time shall be required to withhold any amount from IMP Income Benefits by reason of any federal or provincial law or regulation, the Company shall have the right to charge such amount against the amount of the Income Security Fund Maximum Company Liability as defined under subsection (c) of this section.

(b) IMP Benefit Cheques Not Presented

If a cheque is issued as payment under the Plan and the amount of the payment is not claimed within a period of two (2) years from the date such cheque was issued, the amount shall revert to the Company and such amount will be credited to the Plan's Income Security Fund Maximum Company Liability.

(c) Liability

The Plan applies only to eligible Employees laid off on or after the Effective Date and during the term of the **2020** Collective Agreements. 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 a Supplemental Unemployment Benefit 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.

### **Section 15. Non-alienation of Benefits**

Except as otherwise provided under section 5 and section 9 of this Plan, no IMP Benefit shall be subject in any way to alienation, sale, transfer, assignment, pledge, attachment, garnishment, execution, or encumbrance of any kind, and any attempt to accomplish the same shall be void.

In the event that the Company shall find that such an attempt has been made with respect to any such IMP Benefit due or to become due to any 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 such Employee, his/her 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 his/her affairs for any reason, any such IMP Benefit payable to him/her shall be paid to his/her 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 Unemployment Insurance Benefits by such action.

### **Section 17. Amendment and Termination of the Plan**

So long as Exhibit F, **2020 Supplemental Agreement concerning Income Maintenance Benefit Plan and Voluntary Termination of Employment 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 F, **2020 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 term of the **2020 Collective Agreements** 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 Canadian Income Tax Act, R.S.C. 1985, c.1 (5th supplement), 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 **2020 Collective Agreements**).

(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 it has for a qualifying layoff under the Supplemental Unemployment Benefit Plan applicable to a Bargaining Unit.
- (2) "Bargaining Unit" means a unit of Employees covered by a Collective 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 his/her last day at Work in the Bargaining Unit prior to layoff, except that if he/she was paid at a higher straight-time hourly rate in one (1) or more Bargaining Units at any time during the thirteen (13) consecutive Weeks ending with the Week which includes his/her last day Worked, Base Hourly Rate shall be such higher rate.
- (4) "Base Salary Rate" means the straight-time monthly salary rate, including cost-of-living allowance, but excluding all other premiums and bonuses of any kind, of an Employee on his/her last day at Work in the Bargaining Unit prior to layoff, except that if he/she was paid at a higher straight-time monthly salary rate in one (1) or more Bargaining Units at any time during the thirteen (13) consecutive Weeks ending with the Week which includes his/her last day Worked, Base Salary Rate shall be such higher rate.
- (5) "Canada Employment Centre" 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.

- (6) **2020** "Collective Agreements" means the current Collective Agreements between the Company and the Union which incorporate this Plan by reference, and **2020** Collective Agreement" means one of such Collective Agreements.
- (7) "Company" means Ford Motor Company of Canada, Limited.
- (8) "SUB Plan" means the Supplemental Unemployment Benefit Plan; the Separation Payment Plan, or the Automatic Short Week Benefit Plan applicable to a Bargaining Unit.
- (9) "Effective Date" means the date on which the Income Maintenance Benefit Plan and the Voluntary Termination of Employment Plan shall be effective with respect to Employees in each of the Bargaining Units to which these Plans shall apply, as defined in section 1(a) of the Supplemental Agreement Concerning Income Maintenance Benefit Plan and Voluntary Termination of Employment Plan dated **September 28, 2020**.
- (10) "Employee" means a Full-Time 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 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.
- (11) "Employment Application Procedure" means any procedures by which an Employee may file an application for employment with the Company under applicable sections of a **2020** Collective Agreement including any related Letters concerning preferential placement opportunities dated **September 28, 2020**. Such



applications are to be filed within twelve (12) months after the last day Worked prior to layoff.

- (12) "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.
- (13) "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 a Collective Agreement if the Employee were at Work in the Bargaining Unit; and
  - (iv) Jury duty.
- (14) "Health Care" means Health Care coverages as specified in the Insurance Program applicable to Employees in a Bargaining Unit. Coverage shall not include Dental Benefits.
- (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 and Accidental Death and Dismemberment Insurance coverage provided to eligible Employees under the Plan as defined in section 4(b) of the Plan.
- (19) "Income Security Maximum Company Liability" means the definition in the SUB Plan, Article 8 (16).
- (20) "Life and Accidental Death and Dismemberment Insurance" means Life Insurance coverage as specified in the Insurance Program applicable to Employees in a Bargaining Unit. Coverage shall not include Accident and Sickness or Extended Disability coverage.
- (21) "Plan" means the Income Maintenance Benefit Plan as set forth in this Exhibit F-1.
- (22) "Relocation Allowance" means an amount equal to the amount provided under applicable provisions of the **2020** Collective Agreements, 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 sixty (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 sixty (60) 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 Retirement Pension Plans 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 a Collective Agreement as of the date of a layoff qualifying for IMP Benefits hereunder.
- (26) "Separation Payment Plan" means the Separation Payment Plan applicable to Employees in a Bargaining Unit.
- (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 income received or receivable as an Employment Insurance Benefit, or benefits under the Canada or Quebec Pension Plan, governmental pensions, and Weekly lost-time benefits under Workers' Compensation; provided, however, that Statutory Benefits shall not include amounts which would be available to the Employee, but which he/she 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) "Employment Insurance Benefit" means an unemployment benefit payment by a Canada Employment Centre, including any federal or provincial training allowances.
- (30) "Union" means Unifor and its Locals 200, 240, 584, 707, 1087, 1324, and 1520.
- (31) "Voluntary Termination of Employment Payment" means a payment of a benefit under the Voluntary Termination of Employment Plan.

(32) "Voluntary Termination of Employment Plan" means the Voluntary Termination of Employment Plan.

- (33) "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 seven (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 seven (7) day period.
- (34) "Weekly Before-Tax Base Earnings" means (a) for hourly-rate Employees, 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; and (b) for salaried Employees, an amount equal to an Employee's Base Monthly Salary 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 3/13.
- (35) "Work" or "at Work" or "Worked" means receiving pay for regular hours scheduled by the Company and Worked within the Bargaining Unit.
- (36) "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 he/she has Seniority (or if, while on the active employment roll as defined under the Supplemental Unemployment Benefit Plan, he/she acquires Seniority) in a Bargaining Unit at the time his/her Seniority is broken in another Bargaining Unit under the time for time provisions of the Collective Agreement or because he/she refuses recall at such other Bargaining Unit, or if his/her Seniority is broken in a Bargaining Unit because he/she quits to respond to recall to another Bargaining Unit, such lost Seniority shall be included in "Years of Seniority".

## EXHIBIT F-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 shall be eligible for a Voluntary Termination of Employment Payment if he/she shall meet the conditions set forth in either (a), (b) or (c) below:

- (a) the Employee has at least five (5) Years of Seniority under the terms of the Collective Agreement and is terminated from the active employment rolls of the Company, as defined in the Supplemental Unemployment Benefit Plan applicable to Employees in his/her Bargaining Unit, with eligibility for a Voluntary Termination of Employment Payment pursuant to step (6) of the provisions for plant closing, multi-plant site or step (6) of the provisions for permanent job loss in the parties understandings dated **September 28, 2020** concerning benefit entitlements in restructuring actions, under terms and conditions set forth in such understandings; or
- (b) the Employee is on a qualifying layoff for purposes of the Supplemental Unemployment Benefit Plan applicable to Employees in his/her Bargaining Unit, and
  - (1) had at least five (5) Years of Seniority under the terms of the Collective Agreement on the last day the Employee Worked prior to the Effective Date of such layoff and such Years of Seniority have not been broken prior to the date of his/her application for a Voluntary Termination of Employment Payment,
  - (2) has not received on or after the Effective Date and subsequent to the Effective Date of such layoff a separation payment under the Separation Payment Plan applicable to Employees in his/her Bargaining Unit (or any other "Separation Payment" Plan of the Company), unless the Employee returns to Work and thereafter Works five (5) years and thereby becomes

eligible for any future Voluntary Termination of Employment Payments that may be available,

- (3) is at the time he/she shall apply for a Voluntary Termination of Employment Payment 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 and at the time such layoff became effective did not meet the minimum age and creditable service requirements for, or was not offered, special early Retirement under the Retirement Pension Plan applicable to Employees in his/her Bargaining Unit,
  - (4) has not been on layoff from the Bargaining Unit for a continuous period of twenty-four (24) months [thirty-six (36) months in the case of an Employee who has ten (10) or more Years of Seniority as of his/her last day Worked prior to layoff], and
  - (5) has to his/her credit a credit unit or fraction thereof under the Supplemental Unemployment Benefit Plan applicable to Employees in his/her Bargaining Unit and elects to (i) cancel all his/her remaining credit units under such Supplemental Unemployment Benefit Plan and any other "SUB" Plan of the Company and (ii) waive any prospective eligibility he/she may otherwise have for IMP Benefits under the Income Maintenance Benefit Plan in order to elect a Voluntary Termination of Employment Payment; or
- (c) the Employee is otherwise eligible for IMP Benefits under section 2 of the Income Maintenance Benefit Plan, and
    - (1) is at the time he/she shall apply for a Voluntary Termination of Employment Payment ineligible 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 and at the time his/her layoff became effective did not meet the minimum age and creditable service requirements for, or was not offered, special early Retirement under the Retirement

Pension Plan applicable to Employees in his/her Bargaining Unit,

**TABLE A**

- (2) 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 he/she Worked for the Company, and prior to the date on which the Employee makes application, and
- (3) 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.

<i>Years of Seniority*</i>	<i>Amount</i>
5 to 6	\$42,500
6 to 7	44,500
7 to 8	46,500
8 to 9	48,500
9 to 10	50,500
10 to 11	52,500
11 to 12	54,500
12 to 13	56,500
13 to 14	58,500
14 to 15	60,500
15 to 16	62,500
16 to 17	64,500
17 to 18	66,500
18 to 19	68,500
19 to 20	70,500
20 to 21	72,500
21 to 22	74,500
22 to 23	76,500
23 to 24	78,500
24 to 25	80,500
25 and over	82,500

**Section 2. Determination of Amount and Payment**

- (a) Subject to the Income Security Fund Maximum Company Liability defined in section 7 a Voluntary Termination of Employment Payment shall be payable by the Company and only in a lump sum.
- (b) The Voluntary Termination of Employment Payment payable to an Employee who shall meet the conditions of eligibility set forth in section 1(a), 1(b) or 1(c) 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 or in the case of a Voluntary Termination of Employment Payment payable to an Employee eligible therefor under section 1(a), in accordance with his/her Years of Seniority on the date he/she shall apply for such payment. For eligible Employees with five (5) or more Years of Seniority, the gross payment amount will be in accordance with Table A below for eligible Employees on layoff as the result of the closing of a stand-alone plant and in accordance with Table B below for all other eligible Employees.

**TABLE B**

<i>Years of Seniority*</i>	<i>Amount</i>
5 to 6	\$27,500
6 to 7	29,500
7 to 8	31,500
8 to 9	33,500
9 to 10	35,500
10 to 11	37,500
11 to 12	39,500
12 to 13	41,500
13 to 14	43,500
14 to 15	45,500
15 to 16	47,500
16 to 17	49,500
17 to 18	51,500
18 to 19	53,500
19 to 20	55,500
20 to 21	57,500
21 to 22	59,500
22 to 23	61,500
23 to 24	63,500
24 to 25	65,500
25 and over	67,500

\* Fractional Years of Seniority to the nearest 1/10th year, will be considered when calculating the gross VTEP amount.

The gross payment amount will be reduced by the gross amount of any 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 a Supplemental Unemployment Benefit Plan and by the amount of any pay in lieu of notice of termination of employment, mass termination or plant closing or similar payment required under federal or provincial law.

**Section 4. Relationship Between Governmental Required Separation or Severance Pay and Plan Benefits**

The Payments described in section 2 shall be applied to reduce the amount of any separation, severance payment or similar payment required by federal or provincial law by reason of any plant closing.

**Section 5. Effect of Receiving Voluntary Termination of Employment Payment**

An Employee who accepts a Voluntary Termination of Employment Payment (i) shall cease to be an Employee and shall have Seniority cease 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 may otherwise have had for Regular Benefits and a Separation Payment under the Supplemental Unemployment Benefit Plan and the Separation Payment Plan applicable to Employees in his/her Bargaining Unit (or any other "SUB" and "Separation Payment" Plan of the Company) and for IMP Benefits under the Income Maintenance Benefit 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 thereafter becomes eligible for any future Voluntary Termination of Employment Payment that may be available under the Voluntary Termination of Employment 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 under subsection (c) of this section.

(2) If the Company at any time shall be required to withhold any amount from Voluntary Termination of Employment Payments by reason of any federal or provincial law or regulation, the Company shall have the right to charge such amount against the amount of the Income Security Fund Maximum Company Liability as defined under subsection (c) of this section.

(b) Voluntary Termination of Employment Payment Cheques Not Presented

If a cheque is issued as payment under the Plan and the amount of the payment is not claimed within a period of two (2) years from the date such cheque was issued, the amount shall revert to the Company.

(c) Liability

The Plan applies only to eligible Employees laid off on or after the Effective Date and during the term of the **2020** Collective Agreements. 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 a Supplemental

Unemployment Benefit 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 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.

## 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 willful 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 matter respecting the Plan shall be subject to the grievance procedure established in a Collective Agreement between the Company and the Union.

**Section 9. Amendment and Termination of the Plan**

So long as the **2020** Collective Agreements 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 **2020** Collective Agreements. Upon the termination of the **2020** Collective Agreements, 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 Agreements 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) "Separation Payment Plan" means the Separation Payment Plan applicable to Employees in a Bargaining Unit.
- (2) "Income Maintenance Benefit Plan" means the Income Maintenance Benefit Plan as set forth in Exhibit F-1.
- (3) "Income Security Fund Maximum Company Liability" means the definition contained in the SUB Plan, Article 8 (16).
- (4) "Plan" means the Voluntary Termination of Employment Plan as set forth in this Exhibit F-2.

October 18, 1993

Mr. B. Hargrove  
National President  
National Automobile, Aerospace and  
Agricultural Implement Workers  
Union of Canada (CAW-Canada)  
205 Placer Court  
Willowdale, Ontario M2H 3H9

Dear Mr. Hargrove:

During the 1993 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 F-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 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 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 F-2, section 2(b) the gross amount of any IMP Benefits paid during such six 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 very truly,  
FORD MOTOR COMPANY  
OF CANADA, Limited  
D. J. McKenzie  
Vice President,  
Employee Relations

Concur: B. Hargrove

**EXHIBIT H**  
**SUPPLEMENTAL AGREEMENT CONCERNING**  
**UNIFOR-FORD LEGAL SERVICES PLAN**  
**BETWEEN:**

FORD MOTOR COMPANY OF CANADA, Limited,  
hereinafter called the "company"  
and

UNIFOR

hereinafter called the "union"

Made at Toronto, Ontario as of the

**28<sup>th</sup> day of September, 2020**

The company and the union, on behalf of the employees covered by the Collective Agreement, dated **September 28, 2020**, of which this Unifor-Ford Legal Services Plan (hereinafter referred to as the "Plan") becomes a part, agree as follows:

**Section 1 Establishment and Continuance of Plan**

**1.01** The Plan was established as the UAW-Ford Legal Services Plan for UAW Represented Hourly Employees of the company as exhibit H of the Collective Agreement, dated November 18, 1984, between the company and the union, then known as the International union, United Automobile, Aerospace and Agricultural Workers of America, for the purpose of providing certain specified, personal legal service benefits to Participants. In a 1987 Agreement the Plan was continued as the CAW-Ford Legal Services Plan for CAW Represented Hourly Employees. In 2013, the Plan was continued as the Unifor-Ford Legal Services Plan for Unifor Represented Hourly Employees of the company. The Plan covers only legal services arising under the laws of Canada and the United States of America, or any province, state, territory or any political subdivision thereof.

**1.02** The Plan is amended as set forth herein and shall be maintained for the duration of the Collective Agreement to which this Plan is a part.

**1.03** The Unifor-Ford Legal Services Plan covers Employees hired or rehired prior to September 24, 2012 and Retirees, including their covered dependents. **Effective September 28, 2020, the Unifor-Ford Legal Services Plan also covers Employees hired or rehired on or after September 24, 2012, including their covered dependents, upon such Employee reaching the prevailing base wage rate, with coverage for such Employees and their covered dependents ending at retirement.**

**1.04** Inclusion of other Employees and Retirees. Any other employees or retirees of the company (or of any domestic subsidiary of the company) provided that such employee is hired prior to September 24, 2012 and such retiree is an individual who was formerly such an employee represented by Unifor or any of its local unions, being any local union of Unifor by written agreement between the company or the domestic subsidiary and 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, pursuant to this Agreement.

**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: will be interpreted to mean the person to whom the employee is legally married, or if there is no such person, the person who has been cohabiting and residing with the employee in a conjugal relationship for an immediately preceding continuous period of at least one (1) year, and has been publicly represented by the employee as the employee's spouse.
- (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 Ford of Canada-Unifor Pension Plan or transition, bridge or health care coverages under the Insurance Program provided under Appendix R of the Collective Agreement of which this Plan is a part.
- (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, 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 cumulative contributions required by section 6.02 of this Plan exceeds the cumulative operating expenses of the Legal Services Plan.
- 2.06** "Special Contingency Fund Balance" means the dollar amount as determined under section 2 of the Memorandum of Understanding - Covering Special Contingency Fund between Ford Motor Company of Canada, Limited and Unifor and its Locals 200, 584, 707 and 1087.
- 2.07** "Collective Agreement" means any Collective Agreement between the company and the union which incorporates this Plan by reference.
- 2.08** Director: means the individual appointed by the Committee, who is responsible for administering the Plan, set out in section 3.01(e) of this Plan.
- 2.09** Employee: means any individual hired prior to September 24, 2012 who is actively employed by the company in Canada on an hourly-rate basis, or who retains seniority rights under the terms of the Ford-CAW Collective Agreement in Canada, of which this Plan is a part, and who was hired prior to September 24, 2012 and is also a member of the bargaining unit as defined in the Collective Agreement, represented by the union.

- 2.10** Fund: means the fund: means the fund of assets established and maintained to provide Benefits under the Plan, as set out in section 6 hereof.
- 2.11** Lawyer: means an individual licensed to practice law in the relevant province and for the purpose of this Plan includes a notary in Quebec, and a notary in British Columbia.
- 2.12** 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.
- 2.13** Participant: means an Employee, Retiree and/or Covered Dependent as defined in this section 2.
- 2.14** Retiree: means any individual who was formerly an Employee, who is eligible for benefits, other than a deferred pension, under the Ford of Canada-CAW Pension Plan, as amended from time to time, and for greater certainty excludes employees hired on or after September 24, 2012 upon retirement.
- 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 Chair 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 mixed benefits matters which exceed the prepaid limit and on referral benefits on a fee for service basis 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 section 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 the union (hereinafter referred to as union Members); and, as Chair of the Committee, an Independent Member mutually satisfactory to the company and the union. Either the company or union may appoint alternate member(s). The union 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 Chair will be paid by the Plan, and will be set by majority vote of the Committee.

The Plan will procure the appropriate fiduciary duty, errors and omissions and related insurance coverage for Committee members, administrative personnel and Staff Lawyers. The Plan will bear the cost of such insurance coverage.

- (c) Quorums and Decision. To constitute a quorum at any Committee meeting, at least two (2) union members and two (2) company members shall be present. At all Committee meetings, the company members shall have 3 votes and the union members shall have 3 votes. The vote of any absent or abstaining member shall be equally divided between the other members present appointed by the same party. Decisions of the Committee shall be by majority of votes cast and the result shall be final and binding. In the event of a tie vote, the Chair 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 this Agreement. In particular, the Committee shall have no authority to modify or delete any of the exclusions set out in section 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 his/her 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 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 therefor;

- (a) Employees with at least one year of 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.
- (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.

**Prior to September 28, 2020, Eligible Persons** does not include any employee hired on or after September 24, 2012, or any individual who was formerly such an employee or their Covered Dependents.

**Effective September 28, 2020, Eligible Persons includes any employee hired on or after September 24, 2012 who has reached the prevailing base wage rate, and their Covered Dependents, with eligibility for these employees and their Covered Dependents ending at retirement.**

**4.02** Loss of Seniority. Any otherwise eligible Employee who has lost seniority under the terms of the Ford-CAW Collective 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 Collective Agreement.

**Section 5 Benefits**

**5.01** Subject to the limitations and exclusions of this and other sections of this Agreement, 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** For the purposes of this section the following definitions apply:

- (a) **Prepaid Benefit:** means that the Plan will pay for all lawyer fees in accordance with the Plan Fee Schedule (attached hereto as Attachment I and forming part of this Agreement), as determined by the Committee from time to time.
- (b) **Mixed Benefit:** means that the Plan will pay for 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 that 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** The following benefits shall be provided, subject to the limitations and exclusions set out in this and other sections of this Agreement, as determined by the Committee from time to time:

<b>I</b>	<b>Wills and Estates</b>	<b>Benefit</b>
1.	(a) <b>Single Will</b>	<b>Prepaid</b>
	(b) <b>Will for Spouse</b>	<b>Prepaid</b>
2.	(a) <b>Single Property (Financial)</b> Powers of Attorney	Prepaid
	(b) <b>Property (Financial) Power of Attorney for Spouse</b>	<b>Prepaid</b>
	(c) <b>Single Personal Care (Medical) Power of Attorney</b>	<b>Prepaid</b>
	(d) <b>Personal Care (Medical) Power of Attorney for Spouse</b>	<b>Prepaid</b>
3.	Estate Administration	
	(a) Lawyer's Work	Mixed
	(b) Estate Trustee's Work (and guardian's work)	Referral
4.	Litigation	
	(a) <b>claim is \$10,000. or less</b>	<b>Mixed</b>
	(b) <b>claim is over \$10,000.</b>	<b>Mixed</b>
5.	Other (e.g. appeals)	Referral

## II Real Estate

1. Purchase, including incidental mortgages
  - (a) Personal Use Only (2 Year Rule) Prepaid
  - (b) **Other Referral**
  - (c) **Aborted transactions Prepaid**
2. Sale, including incidental discharges
  - (a) Personal Use Only (2 Year Rule) Prepaid
  - (b) **Estate property where 3(a)(iii), Referral**  
above applies
  - (c) **Other Referral**
  - (d) **Aborted transactions Prepaid**
3. **Drafting, negotiating and/or making major amendments to Agreement of Purchase and Sale (does not include review or minor amendments)**
  - (a) Personal Use Only (2 Year Rule) Prepaid
  - (b) **Other Referral**
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**
  - (a) **Personal Use Only Prepaid**
  - (b) **Other Referral**
5. New Mortgage - not incidental to purchase (includes incidental discharges)
  - (a) **Personal Use Only Prepaid**
  - (b) **Other Referral**
6. Foreclosure or Power of Sale Mixed
7. Litigation
  - (a) **claim is \$10,000. or less Mixed**
  - (b) **claim is over \$10,000. Mixed**

## III Tenants' Rights

1. Non Litigation (personal use property) Prepaid
2. Litigation (personal use property) Mixed
  - (a) **Monetary claim only and \$10,000. or less Mixed**
  - (b) **Claim is over \$10,000. or Non-monetary (e.g. eviction) Mixed**
3. Other (e.g. appeals) Referral

## IV Family

1. Uncontested Matters (**no issues to dispute**)
  - a) Guardianship or Committee Minor or Mental Incompetent Prepaid
  - b) Private Adoption Prepaid
  - c) Change of Name Prepaid
  - d) Domestic Contract Prepaid
  - e) Divorce or Annulment Prepaid
    - i) **Lawyer for Applicant Prepaid**
    - ii) **Lawyer for Respondent Prepaid**
2. Uncontested Matters Not Listed Above And Contested Matters Mixed
3. **Contested Matters Mixed**
4. Other (e.g. appeals) Referral

## V Civil Litigation

1. Personal Injury (**only or in addition to property damage**) Mixed
2. Property Damage (**i.e. no personal injury**) Mixed
3. Wrongful dismissal, professional malpractice, **libel, slander** Mixed
4. Other (e.g. appeals) Referral

## VI Criminal and Motor Vehicle

1. Motor Vehicle
  - (a) Non-moving **Mixed**
  - (b) Moving Mixed
2. Criminal **offences, pardons estreat of bail** Mixed
3. **Suspension of driver's licence for medical reasons (initial hearing only) Mixed**
4. Other (e.g. appeals) Referral

## VII Consumer/Debtor

1. Defence of Collection Actions on Personal/Family Debts (**does not include items listed in Schedule VIII or judgments for personal injury or family law support**)
  - (a) claim is \$10,000. or less Mixed
  - (b) claim is over \$10,000. Mixed
2. Personal Bankruptcy (**does not include services ordinarily performed by Trustee or Official Receiver**)
  - (a) claim is \$10,000. or less Mixed
  - (b) claim is over \$10,000. Mixed
3. Consumer Transactions (**e.g., contracts, warranties**)
  - (a) claim is \$10,000. or less Mixed
  - (b) claim is over \$10,000. Mixed
4. Insurance Claims or loss of coverage
  - (a) claim is \$10,000. or less Mixed
  - (b) claim is over \$10,000. Mixed
5. Other (e.g., appeals) Referral

## VIII Administrative Law

1. Veterans Benefit, **Social Assistance Claim (includes Employment Insurance, Workplace Safety and Insurance Board Claim, and Criminal Injuries Compensation) (initial hearing only)**
2. Citizenship, Immigration, Deportation (**initial hearing only**)
  - (a) claim is \$10,000. or less Mixed
  - (b) claim is over \$10,000. Mixed
3. Canada/Quebec Pension Plan (**initial hearing only**)
  - (a) claim is \$10,000.00 or less Mixed
  - (b) claim is over \$10,000. Mixed
4. **Claims to taxes by government (does not include tax planning or preparing tax returns); audits, administrative proceedings (initial hearing only), property tax assessment (initial hearing only)**
  - (a) claim is \$10,000. or less Mixed
  - (b) claim is over \$10,000. Mixed
5. Other (e.g., tax planning, appeals) Referral

**5.04** Discretionary Limitations. Notwithstanding any other section of this Agreement, any Benefit set out in this Agreement 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 Ford Motor Company, their subsidiaries, their dealers, or any of their directors, 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 being understood that real estate matters involving personal use properties containing three 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 Ford Motor Company, 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; and
- (n) Proceedings against any benefit plan or arising out of any benefit plan established or maintained by the company, including proceedings against any trust or insurance carrier through which such benefits are provided to the company, its Employees or Retirees.
- (o) All disbursements such as court filing fees, process serving, transcripts, expert witnesses, etc.

**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 Benefits. If any insurance contract or any other legally enforceable arrangement exists, the services under this Plan shall be secondary to such other coverage.

**5.07** Non-assignment of Benefits. Assignment, pledge or encumbrance, of any kind, of Benefits under this Plan shall not be permitted or recognized under any circumstances. Nor shall Benefits be subject to attachment or other legal process for debts of Participants, or Covered Dependents. In the event of any such assignment or

attachment of any kind, the Benefit shall automatically terminate and thereafter may be applied by the Committee, in its discretion, for the benefit of the Participant or Covered Dependent.

## **Section 6 Financing**

**6.01** A Fund shall be established by the company and held by a corporate trustee(s) or bank(s) and used to pay Benefits for Participants and pay administrative expenses of the Plan. The company shall select such corporate trustee(s) or bank(s) and enter into any appropriate agreement for such purposes. The Fund will consist of the monies transferred to it from the company. The trustee or bank shall retain all assets of the Fund, including investment income, if any, for the exclusive benefit of Participants, and it shall be used to pay Benefits for Participants or to pay administrative expenses of the Plan. The assets of the Fund shall not revert to or inure to the benefit of either the company or the union.

**6.02** The company will make available for funding the Plan **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 by this Plan, under the provisions of this Plan shall be subject to the Grievance Procedure established in the Collective 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 this 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 commence and remain in effect during the term of the Ford-Unifor Collective Agreement of which this Plan is a part.

In witness whereof, the company and the union have caused this Plan to be executed by their duly authorized representatives as of the day and year first above written.

FORD MOTOR COMPANY OF CANADA, LIMITED

By:	<b>R.J. Kantautas</b> D.J. Nangini R.S. Jarvis K.A. Belleghem-Grima A. Mirza <b>K.E. Alguire</b> T.P. Stewart <b>J.M. Marcu</b> E.C. Kozma	G.M. Briscoe R.J. Smith <b>B. Smrke</b> R.M. Derhodge D.B. Badalamenti <b>W.S. Edgar</b> <b>C.K. Labord</b> <b>H. Graham-Lampe</b>
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UNIFOR

By:	J. Dias <b>L. Payne</b> S. Wark <b>D. Chiodo</b>	FOR LOCAL 200 J. D'Agnolo <b>K. Bell</b> <b>C. Lawton</b> T. Little <b>B. Krisanovic</b>	FOR LOCAL 584 G. Rumboldt FOR LOCAL 240 M.A. Radvanyi
	FOR LOCAL 707 <b>M. Sciberras</b> R. Scott <b>D. Caerels</b> M. Brennan	FOR LOCAL 1324 <b>C. Parise</b>	FOR LOCAL 1087 R. Andersen

UNIFOR LEGAL SERVICES PLAN  
FEE SCHEDULE – JANUARY 1, 2018

Legal Problems	*Plan Pays	**Participant Pays
<b>I. WILLS AND ESTATES</b>		
1. a) Single Will	\$125.(B)	NIL
b) Will for Spouse	\$60.(B)	NIL
2. a) Single Property (Financial) Power of Attorney	\$70.(B)	NIL
b) Property (Financial) Power of Attorney for Spouse	\$35.(B)	NIL
c) Single Personal Care (Medical) Power of Attorney	\$45.(B)	NIL
d) Personal Care (Medical) Power of Attorney For Spouse	\$25.(B)	NIL
NOTE : The Plan does not pay extra for (i.e. the block fee includes) additional powers of attorney naming alternate or substitute attorneys. 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>3. Estate administration</b>		
a) Lawyer's Work		
(i) Deceased was Plan member on date of death <u>and</u> Deceased's Surviving Spouse or Dependent Child is a beneficiary	\$125. per hour up to \$250.	\$125. per hour
(ii) Estate Trustee is a Plan member <u>and</u> a beneficiary	\$125. per hour up to \$250.	\$125. per hour
(iii) other than (a) (i) or (a) (ii), above	\$125. per hour up to \$250.	\$250. per hour

Legal Problems	*Plan Pays	**Participant Pays
<b>b) Estate Trustee's Work (and guardian's work)</b>		
(i) same as (a) (i), above	NIL	\$125. per hour
(ii) same as (a) (ii), above	NIL	\$125. per hour
(iii) same as (a) (iii), above	NIL	\$250. per hour
<b>4. Litigation</b>		
a) claim is \$10,000. or less		
(i) same as (a) (i), above	\$125. per hour up to \$500.	\$125. per hour
(ii) same as (a) (ii), above	\$125. per hour up to \$500.	\$125. per hour
(iii) same as (a) (iii), above	\$125. per hour up to \$500.	\$250. per hour
b) claim is over \$10,000.		
(i) same as (a) (i), above	\$125. per hour up to \$1,250.	\$125. per hour
(ii) same as (a) (ii), above	\$125. per hour up to \$1,250.	\$125. per hour
(iii) same as (a) (iii), above	\$125. per hour up to \$1,250.	\$250. per hour
<b>5. Other ( e.g. complicated estate planning, advice only, inter vivos trust, appeals)</b>	NIL	\$125. per

Legal Problems	*Plan Pays	**Participant Pays
<b>II. REAL ESTATE</b>		
<b>1. Purchase, including incidental mortgages</b>		
a) personal use property (2 year Rule)	\$675.(B)	NIL
b) other	Nil	\$675.(B)
c) aborted transactions	\$125_ per hour up to \$675.	NIL
<b>2. Sale, including incidental discharges</b>		
a) personal use property (2 year Rule)	\$450.(B)	NIL
b) estate property where 3 (a) (iii), above applies	Nil	\$650.(B)
c) other	Nil	\$450.(B)
d) aborted transactions	\$125_ per hour up to \$450.	NIL
<b>3. Drafting, negotiating and/or making major amendments to Agreement of Purchase and Sale (does not include review or minor amendments)</b>		
a) personal use property (2 year Rule)	\$125. per hour up to \$250.	\$125. per hour
b) other	Nil	\$125. per hour
<b>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</b>		
a) personal use property	\$125.(B)	NIL
b) other	NIL	\$125.(B)
<b>5. New mortgage - not incidental to purchase (includes incidental discharges)</b>		
a) personal use property	\$400.(B)	NIL
b) other	NIL	\$400.(B)
<b>6. Foreclosure or Power of Sale</b>		
	\$125. per hour up to \$2,500.	\$125. per hour

Legal Problems	*Plan Pays	**Participant Pays
<b>7. Litigation</b>		
a) claim is \$10,000. or less	\$125. per hour up to \$500.	\$125. per hour
b) claim is over \$10,000.	\$125. per hour up to \$2,500.	\$125. per hour
<b>8. Other (e.g. assets)</b>		
	NIL	\$125. per hour
<b>III. TENANTS' RIGHTS</b>		
<b>1. Non Litigation (personal use property)</b>		
	\$125. per hour up to \$250.	NIL
<b>2. Litigation (personal use property)</b>		
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
<b>3. Other: (e.g. appeals)</b>		
	NIL	\$125. per hour
<b>IV. FAMILY</b>		
<b>1. Uncontested Matters (no issues in dispute)</b>		
a) Guardianship or Committee 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	\$470.(B)	NIL
(i) Lawyer for Applicant	\$500.(B)	NIL
(ii) Lawyer for Respondent	\$125. per hour up to \$500.	\$125. per hour
<b>2. Uncontested Matters not listed above</b>		
	\$125. per hour up to \$500.	\$125. per hour

Legal Problems	*Plan Pays	**Participant Pays
3. Contested Matters	\$125. per hour up to \$1,500.	\$125. per hour
4. Other: (e.g. appeals)	NIL	\$125. per hour
<b>V. CIVIL LITIGATION</b>		
1. Personal injury (only or in addition to property damage)	\$125. per hour up to \$250.	\$125. per hour
2. Property Damage Only (i.e. no personal injury)	\$125. per hour up to \$250.	\$125. per hour
3. Wrongful dismissal, professional malpractice, libel, slander	\$125. per hour up to \$250.	\$125. per hour
4. Other: (e.g. appeals)	NIL	\$125. per hour
<b>VI. CRIMINAL AND MOTOR VEHICLE</b>		
1. Motor Vehicle		
a) non-moving	\$125. per hour up to \$250.	\$125. per hour
a) moving	\$125. per hour up to \$500.	\$125. per hour
2. Criminal offences, pardons, estreat of bail	\$125. per hour up to \$500.	\$125. per hour
3. Suspension of driver's licence for medical reasons (initial hearing only)	\$125. per hour up to \$2,500.	\$125. per hour
4. Other: (e.g. appeals)	NIL	\$125. per hour

Legal Problems	*Plan Pays	**Participant Pays
<b>VII. CONSUMER/DEBTOR</b>		
1. Defence of collection actions on personal/family debts (does not include items listed in Schedule VIII or judgments for personal injury or family law support)		
a) claim is \$10,000. or less	\$125. per hour up to \$500.	\$125. per hour
b) claim is over \$10,000.	\$125. per hour up to \$2,500.	\$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.	\$125. per hour up to \$2,500.	\$125. per hour
3. Consumer Transactions (e.g., contracts, warranties)		
a) claim is \$10,000. or less	\$125. per hour up to \$500.	\$125. per hour
b) claim is over \$10,000.	\$125. per hour up to \$2,500.	\$125. per hour
4. Insurance Claims or loss of coverage		
a) claim is \$10,000. or less	\$125. per hour up to \$500.	\$125. per hour
b) claim is over \$10,000.	\$125. per hour up to \$2,500.	\$125. per hour
5. Other: (e.g. appeals)	NIL	\$125. per hour

Legal Problems	*Plan Pays	**Participant Pays
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**VIII. ADMINISTRATIVE LAW**

<b>1. Veterans Benefit, Social Assistance Claim (includes Employment Insurance, Workplace Safety and Insurance Board Claim, and Criminal Injuries Compensation) (initial hearing only)</b>		
a) claim is \$10,000. or less	\$125. per hour up to \$500.	\$125. per hour
b) claim is over \$10,000.	\$125. per hour up to \$2,500.	\$125. per hour
<b>2. Citizenship, Immigration, Deportation (initial hearing only)</b>		
a) claim is \$10,000. or less	\$125. per hour up to \$500.	\$125. per hour
b) claim is over \$10,000.	\$125. per hour up to \$2,500.	\$125. per hour
<b>3. Canada/Quebec Pension Plan (initial hearing only)</b>		
a) claim is \$10,000. or less	\$125. per hour up to \$500.	\$125. per hour
b) claim is over \$10,000.	\$125. per hour up to \$2,500.	\$125. per hour
<b>4. Claims to taxes by government (does not include tax planning or preparing tax returns); audits, administrative proceedings (initial hearing only), property tax assessment (initial hearing only)</b>		
a) claim is \$10,000. or less	\$125. per hour up to \$500.	\$125. per hour
b) claim is over \$10,000.	\$125. per hour up to \$2,500.	\$125. per hour
<b>5. Other: (eg tax planning, appeals)</b>		
	NIL	\$125. per hour

\* Plan Benefit nil or block (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 Notary.**

If you are using a Non-co-operating Lawyer or Non-co-operating Notary, please contact the Plan for a Reimbursement Schedule.

September 28, 2020

Mr. J. Dias  
National President  
Unifor  
205 Placer Court  
Toronto, Ontario  
M2H 3H9

Dear Mr. Dias:

During 2020 negotiations, the company and the union agreed to provide Legal Services Plan benefits to employees hired on or after September 24, 2012, including their covered dependents, once the employee attained the prevailing wage rate, upon completion of eight (8) years of seniority where actively employed or retaining seniority rights.

For greater clarity, the parties agreed that this prevailing wage rate requirement is applicable to production employees hired on or after September 24, 2012, and their covered dependents. Similarly, the parties also agreed that skilled trade employees and salaried bargaining unit employees who were hired on or after September 24, 2012, and their covered dependents, will be eligible for Legal Services Plan benefits upon the employee's completion of 8 (eight) years of seniority where actively employed or retaining seniority rights.

The parties further confirmed that eligibility for Legal Services Plan benefits for such production employees, skilled trade employees and salaried bargaining unit employees, including their covered dependents, will continue until such employee's retirement. The parties also confirmed that, subject to the preceding, all limitations and exclusions of the Legal Services Plan apply to such production, skilled trades and salaried bargaining unit employees, including but not limited to with respect to Eligibility.

Yours very truly,  
FORD MOTOR COMPANY  
OF CANADA, Limited  
R.J. Kantautas  
Vice President,  
Human Resources

**GROUP LIFE AND DISABILITY INSURANCE  
HOSPITAL-SURGICAL-MEDICAL-DRUG-  
DENTAL-VISION  
EXPENSE COVERAGES (H-S-M-D-D-V PROGRAM)**

**APPENDIX "R"**

**to**

**AGREEMENT**

**between**

**FORD MOTOR COMPANY OF CANADA, LIMITED**

**and**

**NATIONAL UNION**

**UNIFOR**

**September 28, 2020**

**2020 MASTER AGREEMENT  
TABLE OF CONTENTS OF APPENDIX R  
INSURANCE AND HEALTH CARE**

**GROUP LIFE AND DISABILITY INSURANCE**

1.	Coverages	181
2.	Company Contributions	181
3.	Schedule of Benefits	182
4.	Commencement of Coverage	186
5.	When Scheduled Amounts of Insurance Change	187
6.	Benefit Payments	189
7.	Life Insurance	191
8.	Total and Permanent Disability Benefits	192
9.	Survivor Income Benefits	194
10.	Accidental Death and Dismemberment Insurance	199
11.	Accident and Sickness Insurance	201
12.	Reinstatement of Accident and Sickness Insurance During Layoff	206
13.	Extended Disability Benefits	208
14.	When an Employee Stops Working for Any Reason Before Age 65	213
15.	Conversion of Life Insurance	221
16.	Termination of Insurance	223
17.	(Not in Use)	223
18.	Group Insurance Contract	224
19.	Informal Procedure for Review of Claims	224
20.	Company-Union Committee	225
21.	Dependent Group Life Insurance	226
22.	Optional Group Life Insurance	226

**EXHIBIT I - DEPENDENT GROUP LIFE INSURANCE**

I.	Eligibility Date	226
II.	Enrollment and Effective Dates	227
III.	Definition of Dependent	228
IV.	Amount of Insurance	229
V.	Contributions	230
VI.	Payment of Benefits	230
VII.	Cessation of Insurance	231
VIII.	Continuation of Coverage for Surviving Spouse	231
IX.	Conversion Privilege	232

**EXHIBIT II - OPTIONAL GROUP LIFE INSURANCE**

I.	Eligibility Date	233
II.	Enrollment and Effective Dates	233
III.	Amount of Insurance	234
IV.	Contributions	234
V.	Payment of Benefits	235
VI.	Cessation of Insurance	235
VII.	Conversion Privilege	236

**LETTERS – GROUP LIFE**

Continuation of Arrangements - A&S Benefits	1979	237
Company Doctors Not Used to Terminate Claims	1979	239
Administration of A&S - 1973 Negotiations (10 Questions)	1979	240
Benefits Levels - Disabled Prior to January 1, 1974	1982	243
Mileage Allowance for Medical Exam	2012	244
Integrated Disability Benefits	1984	245
A&S/WCB Qualification	1990	246
PBA - Transition and Bridge Benefits	1990	247
Surviving Spouse Recognition	1993	248
Sterilization or Sterilization Reversal	1996	249
A&S Benefits - Women's Shelter	1999	250
EDB - Special Payment	2002	251
Accident & Sickness Benefit Integration with CPP Disability Benefits	2012	252
Review of Administrative Practices for Accident & Sickness Claims /WSIB Claims Processing	2012	253
Accident & Sickness Medical Documentation Review	2012	254
Accident & Sickness Graduated Return-to-Work	2012	255
EDB Benefits Subject to Potential Insurance Act Changes	2016	256
Optional & Dependent Life Insurance - Open Enrollment Period	2016	257
<b>Administration of Accident &amp; Sickness and Extended Disability Benefit plans</b>	<b>2020</b>	<b>255</b>



**H-S-M-D-D-V PROGRAM**

1.	Coverages	259
2.	Contributions	264
3.	Commencement of Coverage/Eligibility	269
4.	Continuation of Coverages	270
5.	Termination of Coverages	272
6.	Availability of Coverage	273
7.	Enrollment	273
8.	Federal or Provincial Medical, Hospital, Surgical, Prescription Drugs, Vision, Hearing Aid Expense Benefits Laws	273
9.	Company-Union Committee	274

**EXHIBIT I - DENTAL EXPENSE BENEFITS PROGRAM**

I.	Enrollment Classifications	275
II.	Description of Benefits	275
III.	Covered Dental Expenses	275
IV.	Maximum Benefit	280
V.	Predetermination of Benefits	281
VI.	Limitations	282
VII.	Exclusions	284
VIII.	Proof of Loss	286
IX.	Administrative Manual	286
X.	Prepaid Group Practice Option	287
XI.	Definitions	287
XII.	Cost and Quality Controls	288
XIII.	Data	290

**EXHIBIT II - UTILIZATION REVIEW AND COST CONTAINMENT**

I.	Annual Cost Containment Reports	290
II.	Other Activities	290
III.	Review	291

**EXHIBIT III - HEARING AID EXPENSE BENEFITS PROGRAM**

I.	Enrollment Classifications	291
II.	Description of Benefits	291
III.	Definitions	291
IV.	Benefits	294
V.	Limitations	294
VI.	Exclusions	294
VII.	Administrative Manual	296
VIII.	Data	296
IX.	Cost and Quality Controls	296

**EXHIBIT IV - VISION EXPENSE BENEFITS PROGRAM**

I.	Enrollment Classifications	296
II.	Description of Benefits	297
III.	Definitions	297
IV.	Schedule of Eligible Services	298
V.	Limitations	298
VI.	Exclusions	299

**EXHIBIT V - PROSTHETIC APPLIANCE AND DURABLE  
MEDICAL EQUIPMENT EXPENSE BENEFITS  
PROGRAM**

I.	Enrollment Classifications	301
II.	Description of Benefits	301
III.	Definitions	301
IV.	Benefits	302
V.	Limitations	308

**EXHIBIT VI - SEMI-PRIVATE HOSPITAL ACCOMMODATION  
BENEFIT**

I.	Enrollment Classifications	309
II.	Description of Benefits	309
III.	Definitions	309
IV.	Benefits	310
V.	Limitations	311
VI.	Exclusions	312
VII.	Intent of Exhibit VI	312

**EXHIBIT VII - PRESCRIPTION DRUG BENEFITS**

I.	Enrollment Classifications	312
II.	Description of Benefits	312
III.	Definitions	313
IV.	Benefits	315
V.	Choice of Pharmacy	317
VI.	Exclusions	317
VII.	Limitations	318

**EXHIBIT VIII - LONG TERM CARE FACILITY EXPENSE BENEFITS**

319

**EXHIBIT IX – PARAMEDICAL COVERAGE**

I.	Company Arrangements	320
II.	Enrollment Classifications	320
III.	Description of Benefits	320
IV.	Definitions	321
V.	Eligible Benefits and Limitations	321
VI.	Exclusions	322

**EXHIBIT X – EXTENDED HEALTH CARE SERVICES**

I.	Company Arrangements	323
II.	Enrollment Classifications	323
III.	Description of Benefits	323
IV.	Eligible Benefits and Limitations	323

**LETTERS**

Definition of Eligible Dependents	1979	330
Coverage for Employees on Union Leave	1979	331
Data to be Furnished Annually	1979	333
Options Available Not Exercised Except by Mutual Agreement	1979	334
Coverage for Dependent Other Than Those Presently Provided For	1982	335
Retroactive Coverage for Surviving Spouses and Eligible Dependents	1982	336
Substance Abuse Treatment Facilities In Event of Introduction of Government Dental Plan	1982	337
Dental Plan	1987	338
Dental Expense Year-to-Date Benefit Payments Breakdown from Benefit Carrier	1990	339
Benefit Representatives Annual Meeting	1990	340
Company-Union Cost Savings Committee	1993	341
Prescription Drug - Age 65 or Older	1996	343
Controlled Prescription Drug Plan	1996	344
Agreement re Carriers for Health Care	2002	346
Plasticized Green Shield Benefit Identification Card	2005	347
Development of a National Pharmaceuticals Strategy	2005	348
Adverse Drug Reaction	2005	349
Retiree Health Care Trust for Employees Hired on or After September 24, 2012	2012	350
New Carrier Admin Changes to be Review Jointly - Unifor & Grp Mgr, Pensions & Benefits	2016	351
New Implementation of Preferred Pharmacy Network	2016	352

**GROUP LIFE AND DISABILITY INSURANCE  
HOSPITAL-SURGICAL-MEDICAL-DRUG-  
DENTAL-VISION  
EXPENSE COVERAGES (H-S-M-D-D-V PROGRAM)**

**GROUP LIFE AND DISABILITY INSURANCE**

**1. Coverages**

The following coverages, each as hereinafter described, shall be provided under the company's group insurance contract with Great-West Assurance Company (or another reputable insurer or insurers of the company's choice):

- (a) life insurance, and
- (b) total and permanent disability benefits, and
- (c) survivor income benefits, and
- (d) accidental death and dismemberment insurance, and
- (e) accident and sickness insurance, and
- (f) extended disability insurance.

**2. Company Contributions**

The company shall pay the full premium for the applicable coverage of an employee under the group insurance contract:

- (a) for any month he/she receives pay from the company for any time during such month, and
- (b) for life insurance provided after the month in which the employee becomes age 65 if he/she is insured at age 65.

The company shall also pay the full premium for the applicable coverages for periods during which coverages are continued under section 14 without cost to the employee and shall pay the portions of the premium not covered by employee contributions for periods during which coverages are continued under section 14 by employee contributions.

**3. Schedule of Benefits**

(a) For employees under age 65:

- (i) Life, Accidental Death and Dismemberment and Disability Coverages for Employees Last at Work prior to **September 28, 2020**, shall be determined in accordance with the Schedule of Benefits in section 3(a)(ii) of the Group Life and Disability Insurance part of Appendix R in effect on **September 27, 2020**,
- (ii) Life, Accidental Death and Dismemberment and Disability coverages for employees last at work on or after **September 28, 2020** shall be determined in accordance with the schedules below:

**SCHEDULE OF BENEFITS - HOURLY EMPLOYEES**

Base Hourly Rate <sup>1</sup>	Life Insurance	Accidental Death & Dismemberment Benefit <sup>2</sup>	Weekly Accident & Sickness Benefits <sup>3</sup>	Monthly Disability Schedule I <sup>4</sup>	Extended Benefits Schedule II <sup>4</sup>
Up to but less than 20.25	46,000	23,000	500	1,740	1,915
20.25 but less than 20.60	46,500	23,250	510	1,770	1,945
20.60 but less than 20.95	47,500	23,750	520	1,800	1,980
20.95 but less than 21.30	48,500	24,250	525	1,830	2,015
21.30 but less than 21.65	49,000	24,500	535	1,860	2,045
21.65 but less than 22.00	50,000	25,000	545	1,890	2,080
22.00 but less than 22.35	50,500	25,250	550	1,920	2,115
22.35 but less than 22.70	51,500	25,750	560	1,950	2,145
22.70 but less than 23.05	52,500	26,250	570	1,985	2,180
23.05 but less than 23.40	53,000	26,500	575	2,015	2,215
23.40 but less than 23.75	54,000	27,000	585	2,045	2,245
23.75 but less than 24.10	54,500	27,250	595	2,075	2,280
24.10 but less than 24.45	55,500	27,750	605	2,105	2,315
24.45 but less than 24.80	56,500	28,250	610	2,135	2,350
24.80 but less than 25.15	57,000	28,500	620	2,165	2,380
25.15 but less than 25.50	58,000	29,000	630	2,195	2,415
25.50 but less than 25.85	58,500	29,250	635	2,225	2,450
25.85 but less than 26.20	59,500	29,750	645	2,255	2,480
26.20 but less than 26.55	60,500	30,250	655	2,285	2,515
26.55 but less than 26.90	61,000	30,500	660	2,315	2,550
26.90 but less than 27.25	62,000	31,000	670	2,345	2,580
27.25 but less than 27.60	62,500	31,250	680	2,375	2,615
27.60 but less than 27.95	63,500	31,750	685	2,405	2,650
27.95 but less than 28.30	64,500	32,250	695	2,440	2,680
28.30 but less than 28.65	65,000	32,500	705	2,470	2,715
28.65 but less than 29.00	66,000	33,000	710	2,500	2,750
29.00 but less than 29.35	67,000	33,500	720	2,530	2,780
29.35 but less than 29.70	67,500	33,750	730	2,560	2,815
29.70 but less than 30.05	68,500	34,250	735	2,590	2,850
30.05 but less than 30.40	69,000	34,500	745	2,620	2,880

Base Hourly Rate <sup>1</sup>	Life Insurance	Accidental Death & Dismemberment Benefit <sup>2</sup>	Weekly Accident & Sickness Benefits <sup>3</sup>	Monthly Disability Schedule I <sup>4</sup>	Extended Benefits Schedule II <sup>4</sup>
30.40 but less than 30.75	70,000	35,000	755	2,650	2,915
30.75 but less than 31.10	71,000	35,500	760	2,680	2,950
31.10 but less than 31.45	71,500	35,750	770	2,710	2,980
31.45 but less than 31.80	72,500	36,250	780	2,740	3,015
31.80 but less than 32.15	73,000	36,500	785	2,770	3,050
32.15 but less than 32.50	74,000	37,000	795	2,800	3,080
32.50 but less than 32.85	75,000	37,500	805	2,830	3,115
32.85 but less than 33.20	75,500	37,750	815	2,860	3,150
33.20 but less than 33.55	76,500	38,250	820	2,895	3,180
33.55 but less than 33.90	77,000	38,500	830	2,925	3,215
33.90 but less than 34.25	78,000	39,000	840	2,955	3,250
34.25 but less than 34.60	79,000	39,500	845	2,985	3,280
34.60 but less than 34.95	79,500	39,750	855	3,015	3,315
34.95 but less than 35.30	80,500	40,250	865	3,045	3,350
35.30 but less than 35.65	81,000	40,500	870	3,075	3,380
35.65 but less than 36.00	82,000	41,000	880	3,105	3,415
36.00 but less than 36.35	83,000	41,500	890	3,135	3,450
36.35 but less than 36.70	83,500	41,750	900	3,165	3,480
36.70 but less than 37.05	84,500	42,250	905	3,195	3,515
37.05 but less than 37.40	85,000	42,500	915	3,225	3,550
37.40 but less than 37.75	86,000	43,000	920	3,255	3,580
37.75 but less than 38.10	87,000	43,500	930	3,285	3,615
38.10 but less than 38.45	87,500	43,750	940	3,320	3,650
38.45 but less than 38.80	88,500	44,250	950	3,350	3,680
38.80 but less than 39.15	89,000	44,500	955	3,380	3,715
39.15 but less than 39.50	90,000	45,000	965	3,410	3,750
<b>39.50 but less than 39.85</b>	<b>91,000</b>	<b>45,500</b>	<b>970</b>	<b>3,440</b>	<b>3,780</b>
<b>39.85 but less than 40.20</b>	<b>91,500</b>	<b>45,750</b>	<b>980</b>	<b>3,470</b>	<b>3,815</b>
<b>40.20 but less than 40.55</b>	<b>92,500</b>	<b>46,250</b>	<b>990</b>	<b>3,500</b>	<b>3,850</b>
<b>40.55 but less than 40.90</b>	<b>93,000</b>	<b>46,500</b>	<b>995</b>	<b>3,530</b>	<b>3,880</b>
<b>40.90 but less than 41.25</b>	<b>94,000</b>	<b>47,000</b>	<b>1,005</b>	<b>3,560</b>	<b>3,915</b>
<b>41.25 but less than 41.60</b>	<b>95,000</b>	<b>47,500</b>	<b>1,015</b>	<b>3,590</b>	<b>3,950</b>
<b>41.60 but less than 41.95</b>	<b>95,500</b>	<b>47,750</b>	<b>1,025</b>	<b>3,620</b>	<b>3,985</b>
<b>41.95 but less than 42.30</b>	<b>96,500</b>	<b>48,250</b>	<b>1,030</b>	<b>3,650</b>	<b>4,015</b>
<b>42.30 but less than 42.65</b>	<b>97,000</b>	<b>48,500</b>	<b>1,040</b>	<b>3,680</b>	<b>4,050</b>
<b>42.65 but less than 43.00</b>	<b>98,000</b>	<b>49,000</b>	<b>1,050</b>	<b>3,710</b>	<b>4,085</b>
<b>43.00 but less than 43.35</b>	<b>99,000</b>	<b>49,500</b>	<b>1,055</b>	<b>3,740</b>	<b>4,115</b>
<b>43.35 and over</b>	<b>99,500</b>	<b>49,750</b>	<b>1,065</b>	<b>3,770</b>	<b>4,115</b>

## SCHEDULE OF BENEFITS - SKILLED TRADES HOURLY EMPLOYEES

Base Hourly Rate <sup>1</sup>	Life Insurance	Accidental Death & Dismemberment Benefit <sup>2</sup>	Weekly Accident & Sickness Benefits <sup>3</sup>	Monthly Disability Schedule I <sup>4</sup>	Extended Benefits Schedule II <sup>4</sup>
Up to but less than 40.55	92,500	46,250	990	3,500	3,850
40.55 but less than 40.90	93,000	46,500	995	3,530	3,880
40.90 but less than 41.25	94,000	47,000	1,005	3,560	3,915
41.25 but less than 41.60	95,000	47,500	1,015	3,590	3,950
41.60 but less than 41.95	95,500	47,750	1,025	3,620	3,985
41.95 but less than 42.30	96,500	48,250	1,030	3,650	4,015
42.30 but less than 42.65	97,000	48,500	1,040	3,680	4,050
42.65 but less than 43.00	98,000	49,000	1,050	3,710	4,085
43.00 but less than 43.35	99,000	49,500	1,055	3,740	4,115
43.35 but less than 43.70	99,500	49,750	1,065	3,770	4,150
43.70 but less than 44.05	100,500	50,250	1,075	3,800	4,180
44.05 but less than 44.40	101,000	50,500	1,080	3,830	4,215
<b>44.40 but less than 44.75</b>	<b>102,000</b>	<b>51,000</b>	<b>1,090</b>	<b>3,865</b>	<b>4,250</b>
<b>44.75 but less than 45.10</b>	<b>103,000</b>	<b>51,500</b>	<b>1,100</b>	<b>3,895</b>	<b>4,285</b>
<b>45.10 but less than 45.45</b>	<b>103,500</b>	<b>51,750</b>	<b>1,105</b>	<b>3,925</b>	<b>4,315</b>
<b>45.45 but less than 45.80</b>	<b>104,500</b>	<b>52,250</b>	<b>1,115</b>	<b>3,955</b>	<b>4,350</b>
<b>45.80 but less than 46.15</b>	<b>105,000</b>	<b>52,500</b>	<b>1,125</b>	<b>3,985</b>	<b>4,385</b>
<b>46.15 but less than 46.50</b>	<b>106,000</b>	<b>53,000</b>	<b>1,130</b>	<b>4,015</b>	<b>4,415</b>
<b>46.50 but less than 46.85</b>	<b>107,000</b>	<b>53,500</b>	<b>1,140</b>	<b>4,045</b>	<b>4,450</b>
<b>46.85 but less than 47.20</b>	<b>107,500</b>	<b>53,750</b>	<b>1,150</b>	<b>4,075</b>	<b>4,550</b>
<b>47.20 but less than 47.55</b>	<b>108,500</b>	<b>54,250</b>	<b>1,155</b>	<b>4,105</b>	<b>4,585</b>
<b>47.55 but less than 47.90</b>	<b>109,000</b>	<b>54,500</b>	<b>1,165</b>	<b>4,135</b>	<b>4,550</b>
<b>47.90 but less than 48.25</b>	<b>110,000</b>	<b>55,000</b>	<b>1,175</b>	<b>4,165</b>	<b>4,585</b>
<b>48.25 but less than 48.05</b>	<b>111,000</b>	<b>55,500</b>	<b>1,180</b>	<b>4,195</b>	<b>4,615</b>
<b>48.60 but less than 48.95</b>	<b>111,500</b>	<b>55,750</b>	<b>1,190</b>	<b>4,225</b>	<b>4,650</b>
<b>48.95 but less than 49.30</b>	<b>112,500</b>	<b>56,250</b>	<b>1,200</b>	<b>4,260</b>	<b>4,685</b>
<b>49.30 and over</b>	<b>113,000</b>	<b>56,500</b>	<b>1,205</b>	<b>4,290</b>	<b>4,715</b>

<sup>1</sup> "Base Hourly Rate" to be used in determining life, accidental death and dismemberment, extended disability benefits, and, weekly accident and sickness benefits shall, for disabilities commencing or for deaths occurring after the employee has so worked, be:

- (i) The employee's Base Hourly Rate as defined in section 6(a) for employees who last work before September 21, 2009.
- (ii) The employee's Base Hourly Rate as defined in section 6(a), plus the sum of (A) the cost-of-living allowance in effect on September 21, 2009, minus (B) \$0.05, for employees who last work on or after September 21, 2009 but before September 20, 2010.

- (iii) The employee's Base Hourly Rate as defined in section 6(a), plus the sum of (A) the cost-of-living allowance in effect on September 20, 2010, minus (B) \$0.05, for employees who last work on or after September 20, 2010.
- 2 Twice the scheduled amount may be payable for an occupational-related death (as defined in Section 10 below).
- 3 Subject to reduction for other benefits described in Section 11 or 13 below. Accident and Sickness Benefits subject to adjustment for short-service employees as described in Section 11(d) below.
- 4 Schedule II applies to eligible employees who on their last day worked preceding a continuous period of disability either have ten or more years of creditable service under the Retirement Pension Plan or ten or more years of participation under Group Life and Disability Insurance. Schedule I applies to all other employees eligible for Extended Disability Benefits.

(b) **Life Insurance Reductions:**

i) **For employees age 65 and older:**

(1) Life Insurance - 10 or more Years

If an employee is insured at age 65 and has ten (10) or more years of creditable service under the Retirement Pension Plan at the end of the month in which he/she attains age 65, his/her Life Insurance shall be continued until his/her death. However, the amount of insurance shall be gradually reduced (at the rate of 2% of the amount in force at age 65) each month after he/she becomes age 65 until an ultimate amount of Life Insurance called "Continuing Group Life Insurance" (CGL) is reached.

The Continuing Group Life Insurance (CGL) amount will be determined by multiplying by 1-1/2% his/her years of creditable service under the Retirement Pension Plan at the end of the month in which he/she attains age 65. This amount will

then be multiplied by the amount of Life Insurance in force at age 65.

The reduction of Life Insurance commences at age 65. The minimum amount of CGL is the greater of 15% of Life Insurance in force at age 65 [with ten (10) years of creditable service] or, for deaths occurring on or after September 27, 1999, \$5,000.00. If the amount of Life Insurance in force at age 65 is less than \$5,000.00, the CGL is the amount of Life Insurance in force at age 65 or \$500.00, whichever is greater.

(2) Life Insurance - Less than 10 Years

If an employee remains employed after age 65 but has less than ten (10) years of creditable service under the Retirement Pension Plan, his/her Life Insurance will be continued subject to the reductions described in (1) above. However, if his/her seniority breaks or if he/she is on layoff in excess of twenty-five (25) consecutive months, Life Insurance is discontinued; provided, however, that such an employee attains ten (10) years of creditable service after his/her 65th birthday will have his/her Life Insurance in force at the end of the month in which he/she attains age 65 reduced and continued as provided in (1) above.

(3) Those Becoming Insured After Age 65

If an employee becomes insured after age 65, the amount of his/her Life Insurance (until discontinued under the provision of (2) above) will be determined in accordance with the Schedule of Benefits in section 3 above, subject to the reductions described in (1) above, as though he/she had been insured since age 65.

(4) Years of Participation

For purposes of (1) and (2) above, years of participation (prior to age 65) in Group Life and Disability Insurance, if any, after an employee last

ceases active work before age 65, are added to creditable service under the Retirement Pension Plan in determining eligibility for and amounts of Continuing Group Life Insurance.

ii) Effective January 1, 2017:

If an employee is insured at retirement and has ten (10) or more years of creditable service under the Retirement Pension Plan at his/her retirement, his/her Life Insurance shall be continued until his/her death. However, the amount of insurance shall be gradually reduced (at the rate of 2% of the amount in force at retirement) each month after his/her retirement until an ultimate amount of Life Insurance called "Continuing Group Life Insurance" (CGL) is reached.

The Continuing Group Life Insurance (CGL) amount will be determined by multiplying by 1-½% his/her years of creditable service under the Retirement Pension Plan at retirement. This amount will then be multiplied by the amount of Life Insurance in force at retirement.

The reduction of Life Insurance commences at retirement. The minimum amount of CGL is the greater 15% of Life Insurance in force at retirement or, \$5,000.00. If the amount of Life Insurance in force at retirement is less than \$5,000.00, the CGL is the amount of Life Insurance in force retirement or \$500.00, whichever is greater.

#### 4. Commencement of Coverage

Coverage becomes effective as set forth below, provided the employee (excluding the conditions described in (a)(1) herein) makes written application by the end of the month in which his/her employment starts:

- (a) Employees hired or rehired: The first of the month following date employed, except
- (1) that if an employee hired or rehired dies as a result of bodily injuries prior to becoming insured for Life Insurance, Accidental Death and Dismemberment

Insurance and Survivor Income Benefits, such insurance coverages shall be provided for such death but only if:

- (i) a benefit would be payable for such death under section 10 if such employee were insured at the time of such injuries,
- (ii) the bodily injuries are caused solely by employment with the company, and
- (iii) the bodily injuries result solely from an accident in which both the cause and result are unexpected and definite as to time and place; and
- (2) that Accident and Sickness and Extended Disability Benefit Insurance coverages do not commence until the first of the fourth month following date employed.
- (b) Employees reinstated: Date of reinstatement, if insured at last termination;

Provided, however, that if accident or sickness keeps him/her from work on the day he/she would otherwise become insured, the insurance does not take effect until the day he/she returns to work.

For an employee who does not make written application before the date that particular coverages otherwise become effective, such coverages become effective on the day he/she makes written application provided he/she is then at work, otherwise on the day he/she returns to work.

Provided, however, that in the event the company otherwise qualifies for a premium reduction under the Employment Insurance Act, coverage will be provided on the date necessary to retain the company's eligibility for Employment Insurance premium reduction.

**5. When Scheduled Amounts of Insurance Change**

Changes in the employee's scheduled amounts of benefits as a result of changes in his/her Regular Hourly Wage Rate, will be made as follows:

If in A New Insurance Bracket On	The Change Takes Effect On
January 1	February 1
April 1	May 1
July 1	August 1
October 1	November 1

Provided, however, that if accident or sickness keeps him/her from work on the day the change would otherwise be effective, the change does not take effect until the day he/she returns to work.

**6. Benefit Payments**

(a) General

Life and Accidental Death and Dismemberment claims are paid promptly upon submission of satisfactory proof of death, accident or loss. Survivor Income Benefits are paid upon continuing proof of eligibility as a Survivor. Accident and Sickness Benefits are paid to the eligible employee weekly subject to receipt of due proof. Extended Disability Benefits are paid to the eligible employee monthly following the date of expiration of the maximum number of weeks for which he/she is entitled to receive Accident and Sickness Benefits, subject to receipt of due proof.

Except for Survivor Income Benefits, benefit payments shall be based upon the employee's regular hourly rate (exclusive of shift differentials, overtime, cost-of-living allowance or other extras) on the last day he/she worked preceding death or disability, or if higher, on the scheduled amounts applicable to him/her as described in section 5.

If an employee is assigned a lower rated job because of an occupational disability with a resulting loss in pay, his/her benefit payments shall be based on his/her regular hourly rate at the time of injury, during periods while he/she is at work and

for which he/she receives weekly Workers' Compensation for such loss in pay.

(b) Incompetents

If the person to whom a payment is otherwise payable is incompetent or otherwise incapable of giving a valid release, the Insurer may withhold payment until a guardian of such person is appointed or, at its option in the case of payments due on a weekly or monthly basis, pay any relative of such person by blood or marriage or any other individual or institution appearing to it to have assumed custody of such person. The liability of the Insurer shall be fully discharged to the extent of such payment.

(c) Settlement Options

The amount of any valid life insurance or accidental death and dismemberment insurance claim for death shall be paid in one sum or in a fixed number of monthly or yearly installments for each \$1,000.00, in accordance with the settlement options made available by the Insurer.

In the event that provision for payment of such a claim by installments has not been made by the employee prior to his/her death, then such provision may be designated by the beneficiary last named by the employee.

(d) Recovery of Benefit Overpayments

If it is determined that any benefits paid to an employee should not have been paid or should have been paid in a lesser amount, written notice thereof shall be given to such employee and he/she shall repay the amount of the overpayment to the Insurer.

If the employee fails to repay such amount of overpayment promptly, the Insurer may 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 or the company at the Insurer's request may make an appropriate deduction or deductions from future compensation payable by the company to the employee.

(e) Subrogation

In the event of any payment to the employee under the Life and Disability Insurance Plan for loss of income for which the employee may have a cause of action against a third party, the Trustee of the Ford Group Health Trust (the Trustees) the Administrator or the company will have their interest subrogated in this regard. This will entitle the Trustee, the Administrator or the company to be reimbursed for any amount, that the employee recovers for loss of income from the Trustees, the Administrator or the company 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.

(f) Spouse

Wherever "wife", "husband" or "spouse" is used it shall mean the person to whom the employee is legally married to, or it shall mean the person who has been cohabiting and residing with the employee in a conjugal relationship for an immediately preceding continuous period of at least one year and has been publicly represented by the employee as the employee's spouse. Where more than one "spouse" exists the employee shall designate the eligible spouse and provide proof of relation.

**7. Life Insurance**

(a) Benefit

If an employee dies from any cause while insured, the amount for which he/she is insured shall be paid to the person he/she has named as beneficiary. Subject to the provisions of any applicable laws, in the event the last named beneficiary dies before the employee, or if no beneficiary shall have been

named, the life insurance will be paid to the employee's spouse, if living; if not living, equally to the employee's surviving children; if none survive, to either the employee's mother or father, or to both equally if both survive; if there are no such survivors, to the executors or administrators of the employee's estate. For the purpose of this section 7(a) only, the term "spouse" shall include the person to whom the employee had been legally married for less than one year or with whom the employee had been cohabiting and residing with in a conjugal relationship for an immediately preceding continuous period of at least one year, and had been publicly represented by the employee as the employee's spouse.

(b) Beneficiary Designation

Subject to the provisions of any applicable laws, an employee has the right to name the beneficiary of his/her choice, and to change his/her beneficiary at any time. The beneficiary is that designation he/she has last made as indicated on the records of the Insurer.

When the Insurer receives notice of a beneficiary change, the change then relates back to and takes effect as of the date the employee signed such notice, according to the date shown thereon, whether or not he/she is living when the Insurer received such notice, but without prejudice to the Insurer on account of any payment it may have made before receipt of such written notice.

(c) Assignment

Life Insurance is not assignable.

**8. Total and Permanent Disability Benefits**

(a) Benefit

An employee eligible for Total and Permanent Disability Benefits can elect to have his/her Life Insurance paid to him/her in fifty (50) monthly installments at the rate of \$20.00 for each \$1,000.00 of Life Insurance for which he/she is insured on the date of commencement of such disability. If an employee returns to work after receiving any such installments, his/her Life Insurance amount will be reinstated in an amount determined in



accordance with the provisions of section 3. If he/she subsequently collects disability installments, they are to stop when their total plus the total of installments paid for any previous disability equals the amount of his/her Life Insurance in force at the time of the subsequent disability.

(b) Eligibility

To be eligible for Total and Permanent Disability Benefits, an employee must:

- Be totally and permanently disabled,
- Be no longer eligible to receive Accident and Sickness Benefits or Extended Disability Benefits; provided, however, an employee shall not qualify earlier than the completion of the maximum period of eligibility for such Benefits by reason of a waiver as provided under sections 11 (j) or 13 (g) below,
- Have completed at least a twenty-six (26) week period of such disability,
- Have either ten (10) years of creditable service under the Retirement Pension Plan or ten (10) years of participation under Group Life and Disability Insurance at the end of the month in which such disability begins,
- Notify the Insurer on its prescribed forms within one (1) year from the date premiums on his/her Insurance have been paid, and
- Submit to the Insurer satisfactory written proof of such disability, as required herein.

The Insurer shall reserve the right to require the employee to submit to physical examination by physicians designated by it. An employee shall be deemed to be totally and permanently disabled only if he/she is not engaged in regular employment or occupation for remuneration or profit and on the basis of medical evidence satisfactory to the Insurer 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 he/she has seniority for remuneration or

profit as a result of bodily injury or disease, either occupational or non-occupational in cause.

(c) Benefits Upon Death

If the employee should die before all the monthly installments have been paid, the balance will be paid to his/her beneficiary in a lump sum. If all the installments have been paid, or if the unpaid balance is less than \$500.00, his/her beneficiary will receive \$500.00.

Payment of Total and Permanent Disability benefits will in no way affect any benefit the employee may be entitled to under the Retirement Pension Plan.

(d) Limitation

An employee does not qualify for Total and Permanent Disability benefits for disability which results from service in the armed forces, unless he/she has been in employment with the company at least ten (10) years after separation from such service.

**9. Survivor Income Benefits**

(a) Transition Survivor Income Benefit

If an employee dies while insured for Survivor Income Benefits, leaving one or more Survivors, as defined below, the Insurer shall begin payment of not more than twenty-four (24) monthly Survivor Income Benefits ("Transition Survivor Income Benefits"), provided at least one of such Survivors is living on the first day of the month following the employee's death and then qualifies as his/her Survivor and provided that no waiver of benefits is in force.

The amount of the monthly Transition Survivor Income Benefit payable to the eligible Class A, Class B or Class C survivors of employees shall be \$875.00 per month, except that for any month in which an eligible Class A survivor has a dependent child as defined in subsection (a)(2) herein and for any month in which an eligible Class B survivor has no parent surviving, the amount of the transition survivor income benefit shall be \$950.00 per month.

For months in which two (2) or more eligible Class B or Class C survivors share a Benefit, each survivor's share is computed as a fraction of the Benefit that would be paid to him/her as a sole survivor, according to his/her own eligibility for statutory benefits.

The first such Benefit is payable on the first day of the month following the employee's death. Thereafter, a monthly Survivor Income Benefit is payable on the first day in each of the next twenty-three (23) months, but if on the first day of any month after the employee's death no person then living qualifies as his/her survivor, no such benefit is payable for that month or any subsequent month.

Survivors are classified and defined as follows:

- (1) A "Class A Survivor" means the employee's surviving spouse.
- (2) A "Class B Survivor" means the employee's child who at the employee's death and at the time a 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 clause (ii) or (iii) must have been legally residing with and dependent upon the employee at the time of his/her death. A child ceases to be a Class B Survivor upon marrying, or if not totally and permanently disabled, upon reaching his or her 25th birthday. To qualify as the employee's child, the child must be one of the following:
  - (i) the employee's own child born prior to the first of the month following the employee's death,
  - (ii) the employee's legally adopted child or a child with respect to whom he/she had initiated legal adoption proceedings which were terminated by his/her death,
  - (iii) the employee's step-child who resided with him/her at the time of his/her death.

- (3) A "Class C Survivor" means the employee's parent for whom he/she had, during the calendar year immediately preceding his/her death, provided at least 50 per cent of such parent's support, if such parent was
  - (i) the employee's father or mother by blood relationship, or
  - (ii) the employee's adopting parent.
- (4) The Survivors entitled to each Monthly Survivor Income Benefit that becomes payable under this Subsection 9 (a) shall be determined as follows:
  - (i) the employee's Class A Survivor who is living on the first day of a month shall be entitled to the Benefit payable for such month;
  - (ii) if the employee's Class A Survivor is not living on the first day of a month, persons who qualify on that day as his/her Class B Survivors, excluding any then deceased, shall be entitled to the Benefit payable for that month; two (2) or more such persons to share the Benefit equally,
  - (iii) if the employee's Class A Survivor is not living on the first day of a month and no living person qualifies on that day as the employee's Class B Survivor, persons who qualify on that day as the employee's Class C Survivors, excluding any then deceased, shall be entitled to the Benefit payable for that month; two (2) such persons to share the Benefit equally.
  - (iv) In any case in which the Class A eligible survivor does not receive Survivor Income Benefits, because of a waiver under section 9(d), 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, would 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 twenty-four (24) calendar months after the date of death of the insured employee.

(b) Bridge Survivor Income Benefit

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 (a)(1) above, who is 45 years of age or more on the date of the employee's death, or whose age (to the nearest 1/12) when combined with the employee's years of creditable service under the Retirement Plan, both of which to be determined as of the date of the employee's death, totals 55 or more, and who has received twenty-four (24) monthly payments of the Transition Survivor Income Benefit provided in subsection (a) above, an additional survivor income benefit (hereinafter referred to as a Bridge Survivor Income Benefit). The amount of the Bridge Survivor Income Benefit payable to a Class A Survivor shall be \$875.00 per month, except that for any month in which the survivor has a dependent child as defined in subsection (a)(2) above, the amount of the Bridge Survivor Income Benefit shall be \$950.00 per month.

Such benefit shall be paid as follows:

- (i) 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.
- (ii) The Bridge Survivor Income Benefit will cease to be paid immediately upon the occurrence of:
  - (a) the death of the Class A eligible survivor;
  - (b) the remarriage of the Class A eligible survivor or upon such eligible survivor's acquiring a spouse within the meaning of section 6(f);

(c) attainment by Class A eligible survivor, age 65, or such lower age, at which Old Age Security Benefits become payable under any Federal legislation, as now in effect or hereafter enacted or amended; or

(d) the commencement of a period covered by a waiver in accordance with (d) below.

(c) Assignment and Attachment

An employee may not assign his/her Survivor Income Benefits and his/her Survivors may not assign any Monthly Survivor Income Benefit that becomes payable.

To the extent permitted by applicable law, Monthly Survivor Income Benefits shall not be subject to attachment or other encumbrance or subject to the debts or liability of any survivor.

(d) Waiver

An eligible Class A Survivor of an employee may execute a waiver with respect to any right to receive Survivor Income Benefits for any period by completing a waiver form furnished by the company for that purpose, regardless of the date the deceased employee last worked, such waiver being effective the first of the second month following the month in which such waiver is received by the company. No Survivor Income Benefits shall be payable for any period covered by such waiver; provided, however, 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 (a) above for the purpose of determining the maximum number of monthly Transition Survivor Income Benefits. An eligible Class A 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 of the second month following the month in which such revocation is received by the company.

(e) Proof of Death and Entitlement

Survivor Income Benefits become payable only if due proof of the employee's death is submitted to the Insurer. Payment of each Monthly Survivor Income Benefit is subject to the condition that the person claiming the Benefit submit to the Insurer due proof of entitlement to such Benefit.

**10. Accidental Death and Dismemberment Insurance**

(a) Benefit

If an employee has an accidental bodily injury and dies or incurs any of the other losses described below as a result of, and dies within one year of or incurs any of the other losses within two (2) years of such accident, the employee or his/her designated beneficiary receives the following benefits, provided the employee is insured for this coverage at the time of such injury and at the time of such loss:

<i>Loss</i>	<i>Accidental Death and Dismemberment Benefit</i>
Accidental Death or accidental loss of more than one of the following: hand, foot, or sight of an eye. Accidental loss of use of more than one of the following: hand or foot.	Equal to one-half Life Insurance in force.
Accidental loss of one of the following: hand, foot, or sight of an eye. Accidental loss of use of one of the following: hand or foot.	Equal to one-quarter Life Insurance in force.

Loss of a hand or a foot means loss by severance at or above the wrist or ankle joint; and loss of sight of an eye means total and irrecoverable loss of sight.

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, including paralysis. No benefits will be paid for

loss of use if benefits for loss by dismemberment 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 total amount payable as an accidental death and dismemberment benefit shall be the amount of Life Insurance then in force.

(b) Examination

In the case of Dismemberment or Loss of Use claims, the Insurer has the right as often as it may reasonably require to examine the employee at its expense while the claim is pending. It also has the right to make an autopsy, where not forbidden by law, in connection with Accidental Death claims.

(c) Limitations

No payment shall be made for any loss caused wholly or partly, directly or indirectly, by:

- Disease, or bodily or mental infirmity, or medical or surgical treatment thereof,
- Any infection, except infection caused by an external visible wound accidentally sustained,
- Self-destruction or intentionally self-inflicted injury while sane or insane,
- War, or any act of war, whether declared or undeclared,
- The employee's act of aggression, participation in a felonious enterprise or illegal use of drugs.

The total amount payable on account of more than one of the losses listed in (a) above sustained in any one accident shall not exceed the amount equal to one-half the Life Insurance in force, except that in the event of loss of life resulting from accidental injuries caused solely by employment with the

company as set forth in (a) above, the total amount payable as an accidental death and dismemberment benefit on account of such accident shall not exceed the amount of Life Insurance in force for the employee on the date of the accident.

(d) Assignment

Accidental Death and Dismemberment Insurance is not assignable.

**11. Accident and Sickness Insurance**

(a) Eligibility Requirements

To be eligible for benefits, an employee must:

- become wholly and continuously disabled by accidental bodily injury or sickness, while insured for Accident and Sickness Insurance,
- be unable to perform all duties of the employee's occupation,
- be under a doctor's care, and
- furnish the Insurer with satisfactory proof of disability.

Treatment and disability certification from a licensed Nurse Practitioner will be accepted to satisfy the under the doctor's care requirement shown in (a) above for Sickness and Accident claims, pursuant to the following provisions:

1. The licensed Nurse Practitioner must be practicing within the scope and qualifications of his/her license; and
2. If the disability absence exceeds the lesser of the recommended disability duration guidelines employed by the Insurance Company or four (4) weeks, ongoing certification must be provided by a licensed physician; and

3. A licensed Nurse Practitioner cannot provide disability certification to substantiate any Extended Disability Benefits claims.

The requirement that an employee be under a doctor's care shall be deemed to have been met if an employee under treatment for alcohol or drug abuse in a residential or outpatient substance abuse treatment facility approved for benefits under the H-S-M-D Program 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 purpose of transitioning to aftercare, where the insurance company is provided with a 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 providing it must be a licensed doctor of medicine.

(b) Commencement of Benefits

If an employee is eligible for Benefits as the result of an accident, benefits start on the first day of disability. If an employee is eligible for Benefits as the result of a sickness, Benefits start on the eighth day of disability, but if the sickness confines the employee in a hospital before the eighth day of disability, benefits start on the employee's first day in the hospital, and if he/she undergoes an out-patient surgical procedure for which a payment of at least \$25.00 is either scheduled or payable under H-S-M-D-D Program, benefits start the day of surgery. An employee is confined in a hospital only if confinement is for at least eighteen (18) consecutive hours or if the hospital makes a room and board charge. For this subsection (b), a day of disability includes such a day that an employee works less than four hours.

(c) Duration of Benefits

An employee is eligible for benefits for as many weeks as any one accident or illness keeps him/her disabled with a limit of

fifty-two (52) weeks prior to January 1, 2017, fifty-one (51) weeks on or after January 1, 2017, for one continuous period of disability. (For pregnancy, see (k) below.) Benefits stop when the employee is able to return to work.

In addition to the time limits above, Accident and Sickness Benefits are further limited for one continuous period of disability due to accident or illness to the lesser of fifty-two (52) weeks, prior to January 1, 2017, fifty-one (51) weeks on or after January 1, 2017, or a period equal to the time at commencement of disability since an employee's most recent hire or rehire, except that if, at the date of expiration of the period Accident and Sickness Benefits are payable, such an employee for the same disability is confined in a hospital or is receiving lost time benefits because of employment with the company under Workers' Compensation laws or other laws providing benefits for occupational injury or diseases but excluding specific allowances for loss or 100 percent loss of use of a body member, benefits continue to be payable while the employee continues to be so confined or to receive such lost time benefits, but in no event after fifty-two (52) weeks, prior to January 1, 2017, fifty-one (51) weeks beginning on or after January 1, 2017 of such benefits (for disability resulting from pregnancy, see (k) below) have become payable for that continuous period of disability.

One continuous period of disability includes successive periods of disability due to the same or related causes, unless before the later period of disability begins, the employee has returned to work with the company:

- (i) three (3) or more consecutive working days, if the earlier period of disability ended before Weekly Benefits become payable, or
- (ii) seven (7) or more consecutive working days if Weekly Benefits were payable for any part of the previous period of disability.

An employee shall have returned to work only if such employee works four or more hours on each working day.

If an employee becomes disabled again by a new illness or accident, the employee can make a new claim for benefits.

The employee can also make a new claim for benefits if an old accident or illness disables the employee again, provided the employee has been back to work as described herein above.

(d) Short-Service Employees

For an employee hired or rehired, the benefit amount for any period that he/she is otherwise eligible for benefits during any period of disability occurring prior to the day one (1) year of seniority is attained shall be 75 percent of the benefit amount set forth in the Schedule of Benefits [section 3(a)].

Provided, however, that in the event the company otherwise qualifies for a premium reduction under the Employment Insurance Act, the above reduced amounts shall not be less than the amount necessary to retain the company's eligibility for Employment Insurance premium reduction.

(e) Proof of Claim and Examination

- (i) Written notice of accident or sickness and satisfactory proof of disability must be submitted to the insuring company within sixty (60) days of the accident or commencement of disability from sickness, except that such sixty (60) day period will not apply in the case of an employee who initially applies for Workers' Compensation benefits which are subsequently denied, provided the employee submits written notice of accident or sickness and proof satisfactory to the insurance company within sixty (60) days of such denial.
- (ii) The Insurer has the right to have the employee examined at its expense by a physician designated by it, while the Accident and Sickness claim is pending or being paid. Failure to report for such examination may result in denial of Accident and Sickness Benefits.

(f) Employment Compensation

An employee is not entitled to Accident and Sickness benefits while he/she is eligible for employment benefits under any employment compensation law.

(g) Workers' Compensation

An employee's Accident and Sickness Benefits are reduced by the amount of any lost time Workers' Compensation benefits to which he/she is entitled. However, there will be no reduction in Accident and Sickness Benefits for Workers' Compensation payments for loss of member or 100% loss of use of member, or permanent partial disability payments for a work-related disability unrelated to the disability for which Accident and Sickness Benefits are payable.

No Accident and Sickness Benefit is payable for an occupational disability if the employee has rejected or otherwise waived his/her rights to coverage under the Workers' Compensation Law applicable to him/her.

(h) Accident and Sickness Benefits for Less than a Week

Accident and Sickness Benefits for less than a full week are determined on the basis of one-fifth of the Weekly Benefit for each regular work day of disability.

(i) Pay from Company

Accident and Sickness Benefits are not paid for any day for which the employee is entitled to holiday pay, or receives pay from the company for at least eight hours of work. For an employee who shall have received pay for any day for less than eight hours of work, any Accident and Sickness Benefits for which he/she may otherwise be eligible for that day shall not exceed the difference between eight hours and the number of hours paid multiplied by his/her base hourly rate.

(j) Waiver

An employee who has one or more years of seniority may waive irrevocably any right he/she may have to receive Accident and Sickness Benefits with respect to any period of disability by completing a waiver form furnished by the Insurer

for that purpose. No Accident and Sickness Benefits shall be payable for any period of disability covered by such waiver.

(k) Pregnancy

Accident and Sickness Benefit shall be payable while an employee is on an authorized pregnancy leave of absence or could be placed on a pregnancy leave of absence by the company in accordance with any pregnancy leave provision of the relevant provincial statutes.

**12. Reinstatement of Accident and Sickness Insurance During Layoff**

(a) Eligibility Requirements

Accident and Sickness Insurance shall be reinstated, subject to the modifications set forth herein, for an employee who:

- becomes wholly and continuously disabled while on a qualifying layoff as defined in the Ford-CAW Supplemental Unemployment Benefit Plan (S.U.B. Plan) and while insured for Life Insurance,
- has been eligible for a Regular Benefit under the S.U.B. Plan, or ineligible solely because of allocation of vacation pay as earnings, or has been employed by another employer, immediately prior to his/her becoming disabled.

Notwithstanding the provisions of section 11, Accident and Sickness Benefits provided under this section 12 are payable only if, with respect to each week for which a benefit is claimed, the employee:

- is unable to perform all duties of his/her occupation,
- is under a doctor's care,
- has to his/her credit at least a Credit Unit under the Ford-CAW Supplemental Unemployment Benefit Plan.

(b) Payment of Benefits

Benefits start on the first day following the last day for which a Regular Benefit was payable to the employee if he/she was receiving Regular Benefits immediately prior to his/her becoming disabled; otherwise on the first day of qualifying disability. No benefit shall be payable beyond the time that the employee no longer satisfies the disability requirement except that, if he/she remains on qualifying layoff under the S.U.B. Plan, benefits shall be payable for remaining days in the same Week as defined in the S.U.B. Plan for which he/she does not receive a Regular Benefit.

(c) Suspension or Reduction of Benefits

No benefit shall be payable for any week in which:

- the employee receives Accident and Sickness or Extended Disability benefit under sections 11 or 13 of this program, or
- the Credit Unit Cancellation Base is below the applicable dollar amount at which a Supplemental Unemployment Benefit is payable in accordance with the employee's seniority as provided in the Supplemental Unemployment Benefit Plan.

The benefit for any week shall be reduced by the amount of any disability benefit he/she receives for the same week under a plan financed in whole or in part by another employer, and also by the amount of any employment insurance benefit he/she receives or is eligible to receive for the same week.

(d) Other

Except as specifically modified herein, Benefits under this section 12 shall be governed by the applicable provisions of section 11.

**13. Extended Disability Benefits**

(a) Eligibility for Benefits

An employee who is insured for Accident and Sickness Benefits and who, at the date of expiration of the maximum number of weeks for which he/she is entitled to receive Accident and Sickness Benefits and during a continuous period of disability thereafter, is totally disabled receives monthly Extended Disability Benefits for the period described in (c) below. For an employee to be deemed totally disabled, he/she must either (1) be unable to engage in any gainful occupation or employment for which he/she is reasonably qualified by education, training or experience, or (2) not be engaged in regular occupation or employment for remuneration or profit and be prevented by bodily injury or disease from engaging in any regular occupation or employment with the company at the plant or plants where he/she has seniority.

(b) Amount of Benefit

- (1) The monthly Extended Disability Benefit is the applicable amount shown in the Schedule of Benefits in section 3, 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:
  - A. 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 partial disability payments for a work-related disability unrelated to the disability for which Extended Disability Benefits are payable.
  - B. Disability or old-age benefits to which the person is entitled (amount applicable to such person only) under any existing or future Provincial or Federal Legislation which becomes payable, except old-age benefits reduced because of the age at which received, or benefits payable on a "needs" basis.



- C. Benefits under any Provincial or Federal law providing benefits for working time lost because of disability.
  - D. All benefits under any retirement plan for the company's employees; provided, however, that this subsection (b) (1) D. shall be applicable only in respect of disabilities occurring on or after January 1, 1974.
- (2) In determining the amount by which Extended Disability Benefits are reduced:
- A. The monthly equivalent of benefits paid on a weekly basis are computed by multiplying the weekly benefit rate by 4.33, and
  - B. 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 applicable law had there been no lump-sum payment, but not to exceed in total the amount of the settlement.
  - C. The amount of the benefit under subsections (b)(1) A, B, C, or D above 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.
- (3) Extended Disability Benefit computations presume eligibility for statutory disability benefits under any existing or future Federal or Provincial legislation and with respect to disabilities occurring on or after January 1, 1974, disability retirement benefits under the Retirement Pension Plan. However, such presumption of Retirement Pension Plan disability retirement benefits is not made with respect to any Extended Disability Benefit payments due for the twelve (12) month period

immediately following the date of expiration of the maximum number of weeks for which the employee is entitled to receive Accident and Sickness 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 pro-rated 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 his/her income from sources listed in (b)(1) above.
  - (6) Commencing October 1, 2009 and each subsequent October 1 for the term of the agreement, the net monthly Extended Disability Benefit, as determined in accordance with (1) through (5) of this Section 13(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 twelve (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 an employee in receipt of Extended Disability Benefit (inclusive of all prior C.P.I. adjustments under this section) at any adjustment date exceed the Extended Disability Benefit applicable to an active employee, in the same classification, as provided in the Schedule of Benefits for hourly employees in Schedule of Benefits section 3(a).
- (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 Accident and Sickness Benefits, including weeks in which such Accident and Sickness Benefits were not payable under section 11 (k) or 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 at work on or after November 18, 1984, who has ten or more years of seniority 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 Accident and Sickness Benefits occurs and terminating with the end of the month in which the employee attains age 65; and (ii) in the case of an employee who has less than ten (10) years of seniority as of the day on which disability commenced, the number of months by which the employee's full months of seniority at commencement of disability exceeds the maximum number of weeks for which he/she is entitled to receive Accident and Sickness 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 age 65 or the time that he/she no longer satisfies the disability requirement. If an employee's return to work with the company is not effective to qualify him/her for a new period of Accident and Sickness Benefits (i.e., an ineffective return to work) or if he/she engages in some gainful occupation or employment other than one for which he/she is reasonably qualified by education, training or experience, his/her satisfying of the disability requirement shall not be deemed to end, but his/her Extended Disability Benefit shall be suspended for the period of the ineffective return to work or the period he/she engages in such occupation or employment.
- (3) If monthly Extended Disability Benefits payable to an employee who was at work on or after October 1, 1974, and commenced receipt of Extended Disability Benefits on or after October 1, 1975, are discontinued because the employee no longer satisfies the disability

requirement, and within two (2) weeks of the effective date of such discontinuance and before the employee returns to work with the company, he/she again becomes disabled so as to satisfy the disability requirement, monthly Extended Disability Benefits are 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 (b)(1), above, suspended under (c)(2), above, or not paid between periods of disability under the circumstances described in (c)(3), above, are 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.

(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 insurer may require an applicant, as a condition of eligibility, to submit to examinations by a physician designated by it for the purpose of determining his/her initial or continuing disability.

(f) Exclusions

No benefit shall be payable while an employee is on an authorized pregnancy leave of absence or could be placed on a pregnancy leave of absence by the company in accordance with any pregnancy leave provision of the relevant provincial statutes.

(g) Waiver

An employee may waive irrevocably any right he/she may have to receive Extended Disability Benefits with respect to any period of disability by completing a waiver form furnished by the Insurer for that purpose. No Extended Disability Benefits shall be payable for any period of disability covered by such waiver.

**14. When an Employee Stops Working for Any Reason Before Age 65**

(a) Quit or Discharge

Coverage for an employee whose employment is terminated, except as provided under other subsections of this section 14, shall terminate as follows:

- (1) For an employee whose employment is terminated by quitting or being discharged, coverage terminates as of the date he/she quits or is discharged, except that for a discharged former employee who has a grievance pending to protest his/her loss of seniority, coverage terminates as of the end of the month in which employment terminates.

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 Group Life Insurance by paying the premiums listed under schedule II in section 14(l), and Optional and Dependent Group Life Insurance.

- (2) For an employee whose employment is terminated for failing to report or overstaying leave, coverage terminates as of the end of the month in which seniority is broken;

- (3) For an employee whose employment is terminated for reasons not otherwise provided for in this section 14, coverage shall terminate as of the end of the month in which employment is terminated;

- (4) If an employee is suspended or on strike, all the Insurance referred to in section 1 will be continued at the sole expense of the company for one (1) month following the month in which the suspension or strike commenced.

Life Insurance and Survivor Income Benefits coverages remain in effect for thirty-one (31) days following the employee's last day worked, except that under the circumstances set out in (a)(4) above Life Insurance and Survivor Income Benefits remain in effect for thirty-one (31) days following the end of the period for which the company has continued such coverages.

(b) Layoff

If an employee is laid off, all of his/her Insurance coverages will be continued for one month after the month in which he/she was laid off.

In addition, Life Insurance, Accidental Death and Dismemberment Insurance and Survivor Income Benefit coverage shall be provided for a laid off employee without cost to him/her during a layoff meeting the conditions of section 1.02 of the Supplemental Unemployment Benefit Plan on the basis of the greater of: (i) one (1) full calendar month of layoff (for which he/she receives no pay), not to exceed twenty-four (24) months for each full four (4) weeks of Regular Benefits to which the employee's Credit Units would entitle him/her, pursuant to the Supplemental Unemployment Benefit Plan on the basis of his/her seniority and the Credit Unit Cancellation Base as of the last day worked prior to layoff or, if an employee is initially credited during such layoff with credit units under the SUB Plan his/her entitlement shall be established as of the date such credit units are credited; or (ii) the number of months

of coverage, up to a maximum of twenty-four (24) months for which he/she would be eligible on the basis of his/her years of seniority as of the last day worked prior to layoff, in accordance with the following table:

<i>Year(s) of Seniority on Last Day Worked Prior to Layoff</i>	<i>Maximum Number of Months for Which Coverage will be Provided Without Cost to Employees</i>
Less than 1	0
1 but less than 2	2
2 but less than 3	4
3 but less than 4	6
4 but less than 5	8
5 but less than 6	10
6 but less than 7	12
7 but less than 8*	13*
8 but less than 9*	14*
9 but less than 10*	15*
10 and over	24

\* Applicable to an employee at work on or after November 17, 2002

Such months of coverage under the above formula shall be for months following the last month for which coverages were provided under the first paragraph of this subsection (b). If he/she remains on layoff beyond the period for which coverages are provided hereunder, he/she may continue Life Insurance, Accidental Death and Dismemberment Insurance and Survivor Income Benefit coverage for up to an additional twelve (12) months of layoff by paying the applicable contributions referred to in (l) below.

(c) Leave of Absence (Other Than Sickness or Accident)

If an employee goes on approved leave of absence, except an employee serving in the capacity of national union representative, all of his/her Insurance coverages will be continued for the first full month of the leave. Throughout the rest of an approved non-medical leave of absence, such an employee can continue all of his/her Insurance coverages in

force by paying the applicable contributions referred to in (l) below.

If an employee goes on an approved leave of absence in accordance with article 27.02 of the Collective Agreement while serving in the capacity of national union representative, he/she may continue Life and Accidental Death and Dismemberment Insurance and Survivor Income Benefits coverage by paying the applicable contributions referred to in (l) below.

(d) Pregnancy

During the period of an absence due to pregnancy the company will continue all of an employee's insurance coverages in force through the duration of the approved leave.

(e) Leave of Absence due to Sickness or Accident

In the case of an employee on leave of absence due to sickness or accident commencing on or after the effective date of the Group Life and Disability Insurance program, the company will continue all of his/her Insurance coverages then in force for a period equal to his/her seniority when such absence commenced; provided, however, that if an employee's leave of absence is cancelled because the period of such leave equalled the length of his/her seniority the company shall continue to make contributions for the employee's insurance for any month in which the employee continues to receive Extended Disability Benefits provided under section 13 of the Insurance Program subsequent to such cancellation. (Accident and Sickness Insurance or Extended Disability Insurance terminates when maximum duration of benefits is reached.) In the event Accident and Sickness Benefits cease, pursuant to the Insurer's medical examination, while an employee's doctor continues to certify to total disability and if the employee remains on leave of absence due to sickness or accident, Accident and Sickness 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 in section 11(c), Duration of Benefits.

If an employee remains continuously and totally disabled beyond the period for which the company pays the entire cost,

he/she may continue his/her Life and Accidental Death and Dismemberment Insurance in force by paying the applicable contributions referred to in (l) below.

If an employee is placed on an approved leave of absence due to sickness or accident as a result of a recall from layoff, the company will provide Life and Accidental Death and Dismemberment Insurance and Survivor Income Benefits coverage for any month while he/she remains totally and continuously disabled and on a leave of absence due to sickness or accident on the same basis as if he/she ceased active work because of disability.

If an employee qualifies for, and elects to receive monthly Total and Permanent Disability Benefits, Accidental Death and Dismemberment Insurance is not continued after such Benefits begin.

(f) Early and Special Early Retirement

If an employee retires early under the Retirement Pension Plan, the company will continue his/her Life and Accidental Death and Dismemberment Insurance in force to age 65.

(g) Disability Retirement

If an employee retires under the Disability Retirement provisions of the Retirement Pension Plan, the company will continue his/her Life Insurance and Survivor Income Benefits coverage until age 65. The company will also continue his/her Accidental Death and Dismemberment Insurance until age 65 unless he/she elects to receive the Monthly Total and Permanent Disability Benefit.

(h) Uninsured Retirees

An uninsured employee retiring before age 65, under the Retirement Pension Plan without returning to work from layoff or leave of absence shall become insured, if he/she is then under age 65, on the first day of the month following the month in which seniority is broken because of such retirement for the same coverages he/she otherwise could have continued at the time of his/her retirement in the amount he/she had in force

while last working. Such coverages shall then be continued as provided in (f) or (g) above.

(i) Termination (Excluding Retirement) Within Five Years of Normal Retirement

If the employment of an employee terminates for any reason (except retirement) within five years of his/her normal retirement date (or earlier, if he/she is still insured within five years of his/her normal retirement date) and he/she has at least five years of creditable service under the Retirement Pension Plan as of the date which precedes by five (5) years his/her normal retirement date, he/she may continue Life Insurance, Survivor Income Benefits coverage and Accidental Death and Dismemberment Insurance until his/her normal retirement date by paying the applicable contributions referred to in (l) below based on the amount of Life Insurance he/she had in force while working unless terminated for total and permanent disability in which event the company will pay the cost.

(j) While a Grievance is Pending

While an employee has a grievance pending to protest his/her loss of seniority from discharge, failure to report or overstaying leave under sections 15.07 (b), (c) or (d), 15.26 (b), (c) or (d), 15.45 (b), (c) or (d), or 15.77 (b), (c) or (d), or has been suspended, he/she may continue his/her Life Insurance, Survivor Income Benefits coverage, and Accidental Death and Dismemberment Insurance after the last month for which the company has contributed by paying the applicable contributions referred to in (l) below. If he/she is reinstated or his/her period of suspension is reduced, the company will reimburse him/her for premium payments that the company would have paid had he/she remained at work.

(k) Limitations

(1) Age

Contributions, if any, which an employee may make for continuing any of the Insurance coverages under any of the situations described in this section 14, may not be continued beyond the month in which he/she becomes age 65. At the end of such month, all Insurance other than Life Insurance terminates and his/her Life Insurance becomes subject to the provisions of section 3(b).

(2) Work Elsewhere

No insurance will be continued while an employee is working elsewhere except if he/she qualifies under subsection (f), (g), (h), (i) or (j) of this section, or if he/she is on leave of absence for political office or union business, or for any month for which the company continues coverage without contribution by the employee.

(l) Payment of Premiums

In all of the circumstances described in this section [except (a)] the company pays all or part of the premium. An employee must contribute his/her portion of the premium in order to keep his/her insurance in force when required to do so. Monthly contribution required and the amount payable are as follows:

	<i>Company Pays</i>	<i>Employee Then Contributes In Accordance with the Appropriate Contribution Schedule Below</i>
(1) Quit or Discharge	—	—
(2) Layoff	First month and the further period provided in (b) above	II
(3) Leave of Absence, except Medical & union Leave	First Month	I

	<i>Company Pays</i>	<i>Employee Then Contributes In Accordance with the Appropriate Contribution Schedule Below</i>
(4) Union Leave of Absence (Local union)	First Month	III
(5) Union Leave of Absence (National Representatives)	Through month in which leave is issued	IV
(6) Pregnancy	Duration of the approved leave	II
(7) Medical Leave of Absence	Length of absence due to disability not to exceed a period equal to seniority, or if greater, any further period of absence for which Extended Disability benefits are paid	II
(8) Early & Special Early Retirement	Entire Period	—
(9) Disability Retirement	Entire Period	—
(10) Termination Within 5 Years of Normal Retirement Date	—	II
(11) While a Grievance is Pending	—	II

*Schedule I*  
A & S and Extended Disability coverage plus Life, A.D.& D. Survivor Income Benefits and T. & P.D. at 40 cents per month per \$10.00 weekly A & S benefit plus 50 cents per month per \$1000 of Life Insurance.

*Schedule II*  
Life, A.D. & D. Survivor Income Benefit and T. & P.D. at 50 cents per month per \$1000 of Life Insurance.

*Schedule III*

A & S and Extended Disability coverage plus Life, A.D. & D. Survivor Income Benefits and T. & P.D. at \$5.00 per month plus 60 cents per month per \$1000 of Life Insurance.

Monthly Contribution Rates:

The monthly contribution an employee is required to pay depends upon the Insurance bracket he/she was in when he/she ceased work and the kinds of insurance which can be continued.

**15. Conversion of Life Insurance**

- (a) If all of an Employee's Life Insurance Terminates After he/she Ceases Active Work but Before Age 65

If an employee ceases active work and is eligible for continued insurance beyond the end of the month in which he/she ceased active work, as provided under section 14, his/her Group Life Insurance, including Survivor Income Benefits coverage, will stay in force

- thirty-one (31) days following the end of the period for which the company pays the full cost, or
- if he/she is eligible to continue his/her insurance for an additional period beyond such month, thirty-one (31) days following the end of the month for which premium contributions are paid and accepted, except that Survivor Income Benefits remain in force only as provided in section 14(g), after he/she retires under the Retirement Pension Plan.

If an employee ceases active work and is not eligible for continued insurance beyond the end of the month in which he/she ceases active work, as provided under section 14, his/her Life Insurance, including Survivor Income Benefits coverage, will stay in force thirty-one (31) days following his/her last day worked.

*Schedule IV*

Life, A.D. & D. Survivor Income Benefit and T. & P.D. at 60 cents per month per \$1000 of Life Insurance.

During the applicable thirty-one (31) day period, an employee may convert, without medical examination, to any individual policy of Life Insurance then customarily issued by the Insurer. The Insurer will provide an individual policy of (i) term insurance for a period of one (1) year; (ii) term insurance to age 65; or (iii) life insurance under any regular plan then being issued by the insurance company. This is done by making application and paying the required premium to the Insurer. The premium for the individual policy will be that required by the class of risk to which the employee belongs, the form and amount of the individual policy, and his/her age. The maximum amount of the individual policy will be equal to the amount of his/her Group Life Insurance, including Survivor Income Benefits in force on the day immediately preceding the thirty-one (31) day period during which he/she can convert to an individual policy. However, the individual policy may be in any lesser amount (minimum \$500.00) that he/she selects.

In determining the maximum amount of individual Life Insurance to which an employee may convert, the total of all Monthly Survivor Income Benefits that would have become payable to his/her Survivors under section 9 had he/she died on the day before the thirty-one (31) day period for converting will be included assuming that persons who would then have qualified as his/her survivors did not become ineligible for such Benefits because of marriage or death.

- (b) If Employment Terminates at or After Age 65

An employee may convert to an individual policy of Life Insurance, without medical examination, as described in subsection (a) above, if his/her employment terminates at or after age 65, except that

1. he/she must apply and pay the first premium for the individual policy within thirty-one (31) days following his/her termination date, and
2. the maximum amount of the individual policy to which he/she may convert is reduced by the amount of Continuing Group Life Insurance for which he/she becomes eligible, and

3. when the individual policy becomes effective, his/her Group Life Insurance remaining in force will be reduced by the amount of such individual policy.

During the thirty-one (31) day period of converting in accordance with this subsection (b), his/her Group Life Insurance, including Survivor Income Benefits, stays in force, except that Survivor Income Benefits do not stay in force after he/she retires under the Retirement Pension Plan.

#### 16. Termination of Insurance

An employee's Insurance under this plan will terminate on the earliest of the following dates:

- (a) The date the group insurance contract terminates;
- (b) The date of expiration of the period for which the employee's last premium contribution (if any is required) is made;
- (c) The end of the month in which the employee is transferred to an ineligible class of employees;
- (d) With respect to each insurance coverage, the date the provision of the group insurance contract relating to such insurance coverage terminates;
- (e) With respect to Accidental Death or Dismemberment Insurance, the date Total and Permanent Disability payments become payable;
- (f) The end of the month in which he/she ceases active work unless he/she continues his/her insurance coverages as provided in section 14;
- (g) The end of the day on which he/she quits or is discharged unless he/she has a grievance pending to protest the loss of his/her seniority.

#### 17. -- NOT IN USE --

#### 18. Group Insurance Contract

A representative of the company and the union will sign and approve a copy of any group insurance contract and any riders or amendments thereto.

#### 19. Informal Procedure for Review of Claims

The informal procedure for review of denied claims applies to all claims, whether initially denied or denied after some payment has been made.

1. Group Insurance representative to send formal notification letter to any employee whose accident and sickness payments are denied or terminated.
2. The letter advising employee of denial of claim will also inform him/her if he/she has any questions regarding the denial they may be referred to the Plant group insurance office.
3. Upon request, the group insurance office will advise what, if anything, the employee can do to support his/her claim.
4. At this time the Union Representative will be given the opportunity to speak directly to the employee's claim adjudicator on an exception basis, when no payment has been issued for an extended period of time. The employee may also request a union representative to discuss the claim with management.
5. Upon request, a representative of management will review the employee's case with the union representative. At this meeting, there will be furnished to the union representative all the material pertinent to the claim including any detailed explanations of the reason for the denial of the claim.
6. If after discussion with the management representative, the union representative contests the disposition of the case, he/she can refer the case to the President of the appropriate local or his/her designated representative for discussion with the Manager, Health Insurance Claims Department of **Canada Life Assurance Company**. At such time he/she should advise local management of his/her intention. The President of the local will also notify the National Secretary-Treasurer **Unifor**, and the Manager, **Pension and Benefits** of the company who will review



the case and advise the Manager, Health Insurance Claims Department, **Canada Life** of their views which are to be considered by the insurance company in its review of the claim.

7. If the case is not resolved following discussion with the Manager, Health Insurance Claims Department, **Canada Life Assurance Company**, the company and the President of the appropriate local or his/her designated representative will review the case and if they are unable to resolve the case, the company at the request of the union will request a review by a mutually agreed to third party and will incorporate in such request the union's position.
8. The third party will report to the union and 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.

## **20. Company-Union Committee**

A Committee composed of two (2) members designated by the union and two members designated by the company shall be established to study and evaluate the Group Life and Disability Insurance Program and to make recommendations to the parties to the Collective Agreement regarding implementing pilot programs and making modifications to the program for the purpose of improving the functioning of the program and to reduce costs while continuing to provide the level of the benefits under and consistent with the intent of the program. In the performance of its duties, this Committee shall consult and advise with representatives of organizations providing the Group Life and Disability Insurance benefits and services and keep the parties to the Collective Agreement informed with respect to the problems which arise in the operation of the program.

## **21. Dependent Group Life Insurance**

The company will make available the Dependent Group Life Insurance as set forth in the attached exhibit I.

In the event of any conflict between the provisions of exhibit I and any other provisions of this Insurance Program, the provisions of exhibit I will supersede such other provisions to the extent they apply to the exhibit I.

## **22. Optional Group Life Insurance**

The company will make available the Optional Group Life Insurance as set forth in the attached exhibit II.

In the event of any conflict between the provisions of exhibit II and any other provisions of this Insurance Program, the provisions of exhibit II will supersede such other provisions to the extent they apply to exhibit II.

# **EXHIBIT I DEPENDENT GROUP LIFE INSURANCE**

## **I. Eligibility Date**

An employee shall become eligible for Dependent Group Life Insurance on the first day of the fourth calendar month following the month in which employment commences; provided that, the employee, at that time, is insured for Life Insurance provided in accordance with section 3 of the Group Life and Disability Insurance provisions and has at least one eligible dependent as defined in section III, herein. If the employee does not then meet these conditions, he/she 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..

## II. Enrollment and Effective Dates

The employee's Dependent Group Life Insurance shall become effective as follows:

- A. If the employee enrolls on or before his/her eligibility date, insurance becomes effective on the eligibility date.
- B. If the employee enrolls during the thirty-one (31) day period following his/her eligibility date, insurance becomes effective on the first day of the calendar month next following the date of enrollment.
- C. **If the employee enrolls within the 31 day period following his/her eligibility date, no evidence of insurability is required.** If the employee enrolls subsequent to the 31st day following his/her 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 section IV 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 section III, 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 he/she is then still eligible as set forth in section I, 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 section IV 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 he/she made the required contribution for the insurance under the prior Schedule, whether or not he/she is then actively at work.

## III. 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 Canadian Income Tax Act, 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 25 must be dependent upon the employee within the meaning of the Canadian Income Tax Act 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 the person who has been cohabiting and residing with the employee in a conjugal relationship for an immediately preceding 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 exhibit shall apply only to the Dependent Group Life Insurance set forth herein and shall be entirely independent of any such definition used for benefits as set forth in the H-S-M-D-D-V Program.

#### IV. Amount of Insurance

The amount of Dependent Group Life Insurance applicable to each Dependent is as follows:

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

An employee may elect the amounts of insurance determined in accordance with either Schedule I, Schedule II, Schedule III, Schedule IV, Schedule V, Schedule VI, Schedule VII, Schedule VIII, Schedule IX, Schedule X, Schedule XI or XII, depending on his/her eligibility as set forth in section I herein.

#### V. Contributions

The employee shall contribute the full cost of Dependent Group Life Insurance and contributions shall be payable monthly in advance. The required monthly contribution, regardless of the number of Dependents on whose account the employee is insured, is as set forth in the following tables, which are subject to change.

Schedule	Under								
	30	30-34	35-39	40-44	45-49	50-54	55-59	60-64	65-69
I	\$0.33	\$0.43	\$0.52	\$0.73	\$1.05	\$1.59	\$2.53	\$3.66	\$6.11
II	\$0.65	\$0.85	\$1.05	\$1.47	\$2.10	\$3.19	\$5.07	\$7.33	\$12.22
III	\$0.98	\$1.28	\$1.57	\$2.20	\$3.15	\$4.78	\$7.60	\$10.99	\$18.32
IV	\$1.31	\$1.70	\$2.10	\$2.93	\$4.20	\$6.38	\$10.14	\$14.65	\$24.43
V	\$1.63	\$2.13	\$2.62	\$3.66	\$5.25	\$7.97	\$12.67	\$18.32	\$30.54
VI	\$1.96	\$2.55	\$3.15	\$4.40	\$6.30	\$9.56	\$15.21	\$21.98	\$36.65
VII	\$2.29	\$2.98	\$3.67	\$5.13	\$7.35	\$11.16	\$17.74	\$25.64	\$42.76
VIII	\$2.61	\$3.41	\$4.20	\$5.86	\$8.40	\$12.75	\$20.28	\$29.30	\$48.87
IX	\$2.94	\$3.83	\$4.72	\$6.59	\$9.44	\$14.35	\$22.81	\$32.97	\$54.97
X	\$3.27	\$4.26	\$5.25	\$7.33	\$10.49	\$15.94	\$25.34	\$36.63	\$61.08
XI	\$3.59	\$4.68	\$5.77	\$8.06	\$11.54	\$17.53	\$27.88	\$40.29	\$67.19

Schedule	Under								
	30	30-34	35-39	40-44	45-49	50-54	55-59	60-64	65-69
XII	\$3.92	\$5.11	\$6.30	\$8.79	\$12.59	\$19.13	\$30.41	\$43.96	\$73.30

When the employee attains a birthday which places him/her in a higher age bracket, the monthly contribution will change on the first day of the calendar month next following the month in which such birthday occurs.

#### VI. 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. The insurance is term insurance without cash, loan or paid-up values.

#### VII. Cessation of Insurance

Dependent Group Life Insurance shall automatically cease on the earliest of the following:

- A. The date the employee ceases to have a Dependent as defined in section III, herein.
- B. The date the employee ceases to be insured for Life Insurance provided in accordance with section 3 of the Group Life and Disability Insurance provisions.
- C. 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 such contribution was due.
- D. The last day of the calendar month in which the employee attains age 70.
- E. The date of discontinuance of Dependent Group Life Insurance under the Insurance Program.

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 section III, herein.

### **VIII. Continuation of Coverage for Surviving Spouse**

In the event of the death of an employee or retiree who is enrolled in the optional life insurance plan and has elected dependent coverage, surviving spouses will be allowed to continue existing coverage for themselves and eligible dependent children of the employee.

In order to continue coverage for surviving spouse benefits, notification must be made within thirty-one (31) days of the date of the employee's death.

Premium will be based on the age of the surviving spouse and can be continued to age 70.

Coverage is limited to the surviving spouse and then eligible dependent children of the employee only.

The maximum amount of coverage cannot exceed the amount of coverage in force at the time of the employee's death, however coverage may be decreased upon notification.

### **IX. Conversion Privilege**

Upon written application made by a person to the insurance company within thirty-one (31) days after the date of cessation of the Dependent Group Life Insurance on account of such person because of:

- A. cessation of the employee's Life Insurance provided in accordance with section 3 of the Group Life and Disability Insurance provisions, unless such cessation was due to discontinuance of Dependent Group Life Insurance under the Insurance Program, or
- B. such person's ceasing to be a Dependent as defined in section III, herein, such person shall be entitled to have an individual policy of Life Insurance only, without Disability or Accident 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, except term insurance, 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 thirty-one (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 thirty-one (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.

## **EXHIBIT II OPTIONAL GROUP LIFE INSURANCE**

### **I. Eligibility Date**

An employee who is insured for the Life Insurance provided in accordance with section 3 of the Group Life and Disability Insurance shall become eligible for Optional Group Life Insurance as follows:

- A. For the amounts of insurance determined in accordance with Schedule I, II, III, IV, V, VI, VII, VIII, IX, X, XI or XII as set forth in section III herein, on the first of the fourth month following date employed.

The date that the employee becomes eligible for Optional Group Life Insurance shall be hereinafter referred to as the employee's eligibility date.

## II. Enrollment and Effective Dates

The employee's Optional Group Life Insurance shall become effective as follows:

- A. If the employee enrolls on or before his/her eligibility date, insurance becomes effective on the eligibility date.
- B. If the employee enrolls during the thirty-one (31) day period following his/her eligibility date, insurance becomes effective on the first day of the calendar month next following the date of enrollment.
- C. **If the employee enrolls within the 31 day following his/her eligibility date, no evidence of insurability is required.** If the employee enrolls subsequent to the 31st day following his/her 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 section III herein, the employee must furnish evidence satisfactory to the insurance company (a) of his/her good health, or (b) that he/she has married or acquired children by birth or adoption during the thirty-one (31) day period immediately prior to such enrollment. In either case, insurance shall become effective on the first day of the calendar month next following the date the insurance company approves such evidence, provided that in the case of (b) above, 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, he/she 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, the insurance becomes effective on the date the employee returns to active work, provided he/she is then still eligible as set forth in section I herein.

If the employee becomes insured for Optional Group Life Insurance and later enrolls for a lower amount of insurance as set forth in section III 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 he/she last contributed for the higher amount, whether or not he/she is then actively at work.

## III. Amount of Insurance

An employee may elect one of the following schedules of Optional Group Life Insurance: Schedule I - \$10,000.00, Schedule II - \$20,000.00, Schedule III - \$30,000.00, Schedule IV - \$40,000.00, Schedule V - \$50,000.00, Schedule VI - \$75,000.00, Schedule VII - \$100,000.00, Schedule VIII - \$125,000.00, Schedule IX - \$150,000.00, Schedule X - \$175,000.00, Schedule XI - \$200,000.00, or Schedule XII - \$225,000.00.

## IV. Contributions

The employee shall contribute the full cost of the Optional Group Life Insurance and contributions shall be payable monthly in advance. The required monthly contribution is as set forth in the following tables, which are subject to change.

Schedule	Employee's Age								
	Under 30	30-34	35-39	40-44	45-49	50-54	55-59	60-64	65-69
I	\$0.62	\$0.72	\$1.04	\$1.65	\$2.69	\$4.65	\$6.93	\$11.60	\$21.54
II	1.24	1.43	2.07	3.32	5.39	9.31	13.86	23.19	43.08
III	1.86	2.16	3.11	4.97	8.08	13.96	20.79	34.79	64.61
IV	2.49	2.88	4.14	6.62	10.76	18.62	27.73	46.38	86.14
V	3.11	3.59	5.18	8.28	13.46	23.27	34.66	57.98	107.68
VI	4.66	5.40	7.76	12.43	20.19	34.91	51.99	86.98	161.52
VII	6.21	7.19	10.36	16.57	26.92	46.54	69.31	115.96	215.36
VIII	7.76	8.99	12.94	20.71	33.66	58.18	86.65	144.96	269.21
IX	9.32	10.79	15.53	24.85	40.38	69.81	103.97	173.94	323.05
X	10.87	12.59	18.12	29.00	47.12	81.45	121.30	202.94	376.89
XI	12.43	14.39	20.71	33.13	53.84	93.08	138.64	231.93	430.72
XII	13.98	16.18	23.30	37.27	60.58	104.71	155.96	260.92	484.56

When the employee attains a birthday which places him/her in a higher age bracket, the monthly contribution will change on the first day of the calendar month next following the month in which such birthday occurs.

## V. Payment of Benefits

- A. 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.

- B. Optional Group Life Insurance shall be paid as a lump sum payment.
- C. 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.
- D. This insurance is term insurance without cash, loan or paid-up values.

**VI. Cessation of Insurance**

Optional Group Life Insurance shall automatically cease on the earliest of the following:

- A. The date the employee ceases to be insured for Life Insurance provided in accordance with section 3 of the Group Life and Disability provisions.
- B. 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 such contribution was due.
- C. The last day of the calendar month in which the employee attains age 70.
- D. The date of discontinuance of Optional Group Life Insurance under the Insurance Program.

**VII. Conversion Privilege**

Upon written application made to the insurance company within thirty-one (31) days after the date of cessation of the employee's Optional Group Life Insurance because of cessation, in accordance with section 14 (a)(1), of the employee's Life Insurance provided in accordance with the Group Life and Disability Insurance provisions, 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, except term

insurance, 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 on the date of cessation of such insurance.

Any individual policy of Life Insurance so issued shall become effective at the end of the thirty-one (31) day period during which application for such individual policy may be made. If, however, the employee dies during such thirty-one (31) day period, the insurance company shall pay to his/her 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.

## LETTERS - GROUP LIFE

November 4, 1979

Mr. R. White  
UAW Director for Canada and  
International Vice President  
International Union, United Automobile,  
Aerospace and Agricultural Implement  
Workers of America  
205 Placer Court  
Willowdale, Ontario  
M2H 3H9

Dear Mr. White:

During 1979 negotiations, the union requested confirmation of the continuation of the arrangements described in the supplemental agreement reproduced below:

"On this 12th day of September, 1972, Ford Motor Company of Canada, Limited and International Union, United Automobile, Aerospace and Agricultural Implement Workers of America, on behalf of the employees covered by the Collective Agreement entered into on January 31, 1971 between the parties hereto, agreed as follows:

- (a) This Agreement is supplemental to, and is hereby part of, such Collective Agreement as if set out in full therein.
- (b) Without prejudice to any other rights the company and the union have under the Collective Agreement dated January 31, 1971 with respect to the payment of accident and sickness benefits, the provisions of section 11(c) of Appendix R, of the Collective Agreement dated January 31, 1971 to the contrary notwithstanding, an insured employee hired or rehired on or after April 1, 1971 with 13 weeks but less than 16 weeks of seniority since his most recent hire or rehire who is absent from work because of total disability commencing on or after July 1, 1972 shall be entitled to receive accident and sickness benefits under the insurance provisions of the Collective Agreement between the parties for a maximum period of 15 weeks, provided he is otherwise eligible.

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

This letter is sent to you in confirmation of the continuance of this arrangement.

Yours very truly,  
S.J. Surma  
Vice President,  
Industrial Relations

November 4, 1979

Mr. R. White  
UAW Director for Canada and  
International Vice President  
International Union, United Automobile,  
Aerospace and Agricultural Implement  
Workers of America  
205 Placer Court  
Willowdale, Ontario  
M2H 3H9

Dear Mr. White:

In past negotiations, the union stated that it wanted to avoid the possibility of a problem concerning the group sickness and accident insurance area with respect to the use of company medical officers to terminate a sickness and accident claim.

The company stated that it did not and will not use company doctors to terminate a sickness and accident claim.

Yours very truly,  
S.J. Surma  
Vice President,  
Industrial Relations

November 4, 1979

Mr. R. White  
UAW Director for Canada and  
International Vice President  
International Union, United Automobile,  
Aerospace and Agricultural Implement  
Workers of America  
205 Placer Court  
Willowdale, Ontario  
M2H 3H9

Dear Mr. White:

The union members of the Insurance Subcommittee raised several questions concerning the administration of Accident and Sickness claims during 1973 negotiations. The replies to these questions are recorded below:

1. In the event that an employee who is receiving A & S benefits is notified to present himself for a medical examination required by the Insurer, such notification will include the date that the payment of benefits will cease if he fails to present himself for his medical examination. Under ordinary circumstances, benefits will not be discontinued before the date of the scheduled medical examination provided he is otherwise eligible for such benefit payments.
2. If the above indicated medical examination results in a determination that the employee is no longer disabled, the employee will be notified by the Insurer that A & S benefits are being terminated (the reason for termination will be included). Termination of disability benefits will be effective as of the earlier of the following: (1) notification as a result of the employee's telephone call, or (2) the date of the letter or other notification to the employee.
3. When an employee's physician is not available and the employee is requested to obtain a Supplementary Report of Attending Physician by the Insurer, a statement from a substituting doctor to the effect the employee's doctor is unavailable will be sufficient to maintain the employee on claim in the event that the substituting doctor is not sufficiently aware of the details of the employee's disability to make a medical determination.



In the event that the employee's regular attending physician, when he becomes available, fails to concur in the employee's continuing disability, the Insurer shall be entitled to fully recover any overpayment of benefits.

4. The insurer will not accept disability claims based on telephoned medical advice, but will examine each such case on its merits where unusual circumstances are involved.
5. If the employee believes that his Workers' Compensation benefit claim may be delayed, he may file an A & S claim but must agree to reimburse the Insurer for any Workers' Compensation benefits received for periods of time for which Accident & Sickness benefits have previously been paid by signing an assignment in such form as directed by the Insurer. The amount of Workers' Compensation benefit subject to reimbursement on a weekly basis shall not exceed the weekly Accident & Sickness benefit rate.
6. Where an employee's attending physician has certified that he is able to return to work but in the opinion of the appropriate company personnel there is no work to which he can be assigned which he can perform at the plant because of a disability, he will no longer be required to be under his own attending physician's care to continue to be eligible for Accident and Sickness benefits while the plant considers him unable to perform such work. The appropriate company personnel will so advise the Insurer, with a notice to the employee. Accident and Sickness benefits shall be continued, subject to the employee's continued eligibility under the Accident and Sickness benefit provisions and the regular follow-up procedures that apply to such claims.
7. The company stated that it will ask the Insurer to delete from the next printing of the Insurer's Claim for Group Weekly Indemnity Benefits the following words at the bottom of the Attending Physician's Statement: "If there is a charge for completing this form, it is the responsibility of the patient". Removal of this statement shall not relieve the patient of his responsibility for paying any charge for the completion of this form.

8. The company agreed that it would notify the union of any major changes by the Insurer in administrative practices affecting Accident and Sickness benefits or changes in forms and provide a reasonable length of time for the union to discuss.
9. The company confirmed that Accident and Sickness claims will be processed promptly by each location receiving such claims.
10. The Insurer has agreed that, as soon as practicable, it will institute a revised procedure whereby, if a Supplementary Report of Attending Physician is required, this form will be mailed to the employee one week prior to the mailing of the final payment of Accident and Sickness benefits.

Yours very truly,  
S.J. Surma  
Vice President,  
Industrial Relations

October 10, 1982

Mr. R. White  
UAW Director for Canada and  
International Vice President  
International Union, United Automobile,  
Aerospace and Agricultural Implement  
Workers of America  
205 Placer Court  
Willowdale, Ontario  
M2H 3H9

Dear Mr. White:

During the 1982 negotiations, the company and the union discussed the benefit levels for employees who became disabled prior to January 1, 1974 and who are eligible for Extended Disability Benefits on October 10, 1982.

The company agreed that, notwithstanding the provisions of section 13 (b), an employee who is not entitled to a Disability Benefit under any existing or future Provincial or Federal legislation for a month of disability on or after October 10, 1982 shall receive the applicable amount for such month determined in accordance with the Schedule of Benefits in effect at the commencement of the employee's disability increased by \$100 and subject to reductions in accordance with subsection (b).

Yours very truly,  
S.J. Surma  
Vice President,  
Industrial Relations

September 24, 2012

Mr. K. Lewenza  
National President  
National Automobile, Aerospace,  
Transportation and General Workers  
Union of Canada (CAW-Canada)  
205 Placer Court  
Toronto, Ontario  
M2H 3H9

Dear Mr. Lewenza:

During the 2012 negotiations, the company agreed that, with respect to medical examinations requested by the insurance company in accordance with section 8(b) and section 13(e) of Group Life and Disability Insurance Appendix "R" to the Collective Agreement, an employee whose residence is located more than sixty-four (64) kilometres from the office where a medical examiner will perform the examination will be reimbursed, upon request, at the rate of forty cents (\$0.40) per kilometre for kilometres actually driven from his residence to such physician's office and back by the most direct route.

Yours very truly,  
Stacey Allerton  
Vice President,  
Human Resources

November 18, 1984

Mr. R. White  
UAW Director for Canada and  
International Vice President  
International Union, United Automobile,  
Aerospace and Agricultural Implement  
Workers of America  
205 Placer Court  
Willowdale, Ontario  
M2H 3H9

Dear Mr. White:

During these negotiations the company and the union discussed a proposal to provide an Integrated Disability Benefit which would incorporate disability benefits now provided under the Pension Plan, the SUB Plan and the Ford Canada Insurance Program. However, there was not sufficient time during these negotiations for the parties to work out the involved details necessary to provide such a benefit.

Therefore, the parties have agreed to study the proposal and, if mutually agreeable, to jointly work out the provisions and procedures necessary to implement an Integrated Disability Benefit under the Ford Canada Insurance Program at the earliest practical date. The Benefit would be provided without disruption of any existing levels of benefits available to employees and retirees.

Yours very truly,  
A.W. Hanlon  
Vice President,  
Industrial Relations

Concur: R. White

September 24, 1990

Mr. R. White  
National President  
National Automobile, Aerospace and  
Agricultural Implement Workers  
Union of Canada (CAW-Canada)  
205 Placer Court  
Willowdale, Ontario  
M2H 3H9

Dear Mr. White:

If an employee is disqualified for Workers' Compensation, the employee will be paid Accident and Sickness Benefits if the employee otherwise qualifies for such Benefits.

Yours very truly,  
FORD MOTOR COMPANY  
OF CANADA, Limited  
D. J. McKenzie  
Vice President,  
Employee Relations

Concur: R. White

September 24, 1990

Mr. R. White  
National President  
National Automobile, Aerospace and  
Agricultural Implement Workers  
Union of Canada (CAW-Canada)  
205 Placer Court  
Willowdale, Ontario  
M2H 3H9

Dear Mr. White:

The surviving spouses of employees who elect to take a lump sum pension payment in accordance with the Ontario Pension Benefits Act of 1987, are eligible for a residual monthly pension benefit and would otherwise meet the eligibility requirements for Transition and/or Bridge Benefits under the Group Life and Disability Insurance Program, will be given the option to choose which benefit to receive. Such surviving spouses who choose to receive benefits under the insurance plan will become eligible again to receive the pension benefit following the exhaustion of eligibility for insurance benefits.

Yours very truly,  
FORD MOTOR COMPANY  
OF CANADA, Limited  
D. J. McKenzie  
Vice President,  
Employee Relations

Concur: R. White

October 18, 1993

Mr. B. Hargrove  
National President  
National Automobile,  
Aerospace and Agricultural Implement  
Workers Union of Canada (CAW-Canada)  
205 Placer Court  
Willowdale, Ontario  
M2G 3H9

Dear Mr. Hargrove:

During the current negotiations, the union requested clarification of the company's position with respect to the treatment of a surviving spouse in the situation where an employee has been cohabiting with a person of the opposite sex, legally marries such person and the employee subsequently dies prior to meeting the requirement of being legally married for at least one year prior to the death of such employee.

Notwithstanding the provision of article 6(f) of the Group Life and Disability Plan, any continuous period of time the employee and the person of the opposite sex had been cohabiting and residing together, and such person was being publicly represented by the employee as his or her spouse during the period immediately preceding the employee's legal marriage to such person, will be included in the period of time which may be used to satisfy the requirement to be legally married for at least one year prior to the death of the employee.

Yours very truly,  
D. J. McKenzie  
Vice President,  
Employee Relations

Concur: B. Hargrove

November 11, 1996

Mr. B. Hargrove  
National President  
National Automobile, Aerospace,  
Transportation and General Workers  
Union of Canada (CAW-Canada)  
205 Placer Court  
Willowdale, Ontario  
M2H 3H9

Dear Mr. Hargrove:

This will confirm our understanding reached during the current negotiations with respect to certain disability benefits.

Sickness and Accident Benefits will be provided for those employees who claim total disability due to a sterilization or sterilization reversal procedure on the same basis as for other illness claims.

Sickness and Accident benefits will also be provided to women who are totally disabled and/or hospitalized due to infertility treatment.

Yours very truly,  
FORD MOTOR COMPANY  
OF CANADA, Limited  
D. J. McKenzie  
Vice President,  
Employee Relations

Concur: B. Hargrove

September 27, 1999

Mr. B. Hargrove  
National President  
National Automobile, Aerospace,  
Transportation and General Workers  
Union of Canada (CAW-Canada)  
205 Placer Court  
Willowdale, Ontario  
M2H 3H9

Dear Mr. Hargrove:

During the 1999 negotiations, the union and the company agreed that Accident and Sickness Benefits would be paid from the first day a female employee seeks sanctuary at a Women's Shelter and otherwise qualifies for Accident and Sickness Benefits.

Yours very truly,  
FORD MOTOR COMPANY  
OF CANADA, Limited  
D. J. McKenzie  
Vice President,  
Human Resources

October 7, 2002

Mr. B. Hargrove  
National President  
National Automobile, Aerospace,  
Transportation and General  
Workers Union of Canada (CAW - Canada)  
205 Placer Court  
Willowdale, Ontario M2H 3H9

Dear Mr. Hargrove:

During these current negotiations the union has expressed concern over the income of certain disabled employees.

To this end 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 monthly income which will include any Company 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 \$1,800.00 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 the employee 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 October 1, 2003 and each subsequent October 1, 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 Section 13 (b)(6).

Yours very truly,  
FORD MOTOR COMPANY OF  
OFCANADA, Limited  
T. P. Hartmann  
Vice President,  
Human Resources

Concur: B. Hargrove

September 24, 2012

Mr. K. Lewenza  
National President  
National Automobile, Aerospace,  
Transportation and General Workers  
Union of Canada (CAW-Canada)  
205 Placer Court  
Toronto, Ontario  
M2H 3H9

Dear Mr. Lewenza:

During 2012 negotiations, the parties agreed to document the process for employees in receipt of Accident and Sickness benefits who may have entitlement to Canada Pension Plan (CPP) disability benefits and the impact the application may have on future extended disability benefits should their disability extend past one year. The process is as follows:

A letter from the insurance provider will be sent to the employee in the fourth (4th) month following the month in which the employee became disabled, to inform them of their requirement to apply for CPP. The letter will advise the employee that after 52 weeks of disability, their Extended Disability Benefit (EDB) will be automatically reduced by any amounts of CPP they may qualify for. The employee is required to send a copy of their Notice of Entitlement or Declination letter from CPP to the insurance provider.

If there is no response, a second letter from the insurance provider will be sent after eight (8) months of disability reminding the employee of their requirement to apply for CPP disability and the impact on their EDB benefit.

Yours very truly,  
FORD MOTOR COMPANY  
OF CANADA, Limited  
Stacey Allerton  
Vice President,  
Human Resources

September 24, 2012

Mr. K. Lewenza  
National President  
National Automobile, Aerospace,  
Transportation and General Workers  
Union of Canada (CAW-Canada)  
205 Placer Court  
Toronto, Ontario  
M2H 3H9

Dear Mr. Lewenza:

During 2012 negotiations, the union raised a concern regarding the timing of the administration of Accident and Sickness claims when a WSIB claim has been submitted. The company confirmed that an Accident and Sickness claim with a pending WSIB claim will be processed promptly by the carrier upon submission of a properly completed Accident and Sickness application with a completed WSIB waiver. This letter confirms that Human Resources at each location is aware and supportive of this process.

Yours very truly,  
FORD MOTOR COMPANY  
OF CANADA, Limited  
Stacey Allerton  
Vice President,  
Human Resources

September 24, 2012

Mr. K. Lewenza  
National President  
National Automobile, Aerospace,  
Transportation and General Workers  
Union of Canada (CAW-Canada)  
205 Placer Court  
Toronto, Ontario  
M2H 3H9

Dear Mr. Lewenza:

During 2012 negotiations, the union raised a concern regarding the cost of medical documentation required to support Accident and Sickness claims. The company agrees to work with the union and the insurance provider to review the administrative practices with the goal to streamline.

Yours very truly,  
FORD MOTOR COMPANY  
OF CANADA, Limited  
Stacey Allerton  
Vice President,  
Human Resources

September 24, 2012

Mr. K. Lewenza  
National President  
National Automobile, Aerospace,  
Transportation and General Workers  
Union of Canada (CAW-Canada)  
205 Placer Court  
Toronto, Ontario  
M2H 3H9

Dear Mr. Lewenza:

During 2012 negotiations, the parties had meaningful discussions around graduated return-to-work for employees who have been on S&A benefits for more than four (4) months and where it is recommended by the treating physician. The parties agreed to continue discussions around potential opportunities for graduated return-to-work.

Yours very truly,  
FORD MOTOR COMPANY  
OF CANADA, Limited  
Stacey Allerton  
Vice President,  
Human Resources

November 7, 2016

Mr. J. Dias  
National President  
Unifor  
205 Placer Court  
Toronto, Ontario  
M2H 3H9

Dear Mr. Dias:

During the 2016 negotiations, the parties discussed that changes may be required to the Extended Disability Benefit (EDB) plan as a result of amendments to the Insurance Act that stipulate that long term disability benefits as defined in the Insurance Act, must be provided under a contract of insurance undertaken by a licensed insurer.

If the Insurance Act and/or Regulations thereunder requires that the EDB plan be payable under an insurance contract by a licensed insurer, the company will work with a licensed insurer to understand the changes required for the EDB plan to become insured. Except to the extent changes to the EDB plan are required to comply with the Insurance Act and/or Regulations thereunder, the company and the union must mutually agree to changes to be implemented to ensure the entire EDB plan becomes fully insured (and compliant with the Act and/or Regulations). Where changes are required to comply with the Insurance Act and/or Regulations thereunder, the parties intention is to maintain the EDB plan as close as practical to the EDB plan negotiated by the parties.

Yours very truly,  
FORD MOTOR COMPANY  
OF CANADA, Limited  
Steve Majer  
Vice President,  
Human Resources



September 28, 2020

Mr. J. Dias  
National President  
Unifor  
205 Placer Court  
Toronto, Ontario  
M2H 3H9

Dear Mr. Dias:

During the **2020** negotiations, the parties agreed that the Optional Life and Dependent Group Life Insurance Program rates currently in force will continue during the term of this agreement. The parties also agreed that **three (3)** open enrollment periods will be offered to employees during the term of this agreement as follows:

- 1) One open enrollment period effective May 1st to May 31st in each of the years **2021, 2022 and 2023** as follows:
  - a) Any currently enrolled employee actively at work may increase the amount of insurance up to one (1) schedule without evidence of insurability.
  - b) Any employee actively at work who had not previously enrolled may enroll without evidence of insurability but will be limited to the election of Schedule 1 under either the Optional and/or Dependent Group Life Insurance Programs.

For the open enrollment listed above, the coverage will become effective by July 1st of each year provided the employee is actively at work on such date.

Yours very truly,  
FORD MOTOR COMPANY  
OF CANADA, Limited  
**R.J. Kantautas**  
Vice President,  
Human Resources

September 28, 2020

Mr. J. Dias  
National President  
Unifor  
205 Placer Court  
Toronto, Ontario  
M2H 3H9

Dear Mr. Dias:

During **2020** negotiations, the company and the union discussed administration of the **Accident and Sickness and Extended Disability Benefit plans**. The parties agreed that the company and the Union Benefit Council will meet within **6 months of ratification of the 2020 collective agreement to discuss the following:**

1. **Instituting a procedure whereby, if a Supplementary Report of Attending Physician is required, the form is mailed to the employee one week prior to the mailing of the final payment of Accident and Sickness benefits.**
2. **Notifying the union of major changes by the Insurer in administrative practices affecting Accident and Sickness benefits or to the respective forms and providing a reasonable time for the parties to discuss such changes.**
3. **The current Accident and Sickness application and Supplementary forms, with the goal of reducing cost to claimants and streamlining the process.**
4. **The process of coding medical leaves in the payroll system to support a more accurate calculation of Pension Credited Service.**
5. **The prompt processing of Accident and Sickness claims by each location receiving such claims.**

The company further agrees to arrange a meeting with the union and the Insurance provider within 9 months of ratification to review and discuss resolution of the above-noted concerns raised by the union.

Yours very truly,  
**FORD MOTOR COMPANY  
OF CANADA, Limited**  
**R.J. Kantautas**  
**Vice President,**  
**Human Resources**

**HOSPITAL-SURGICAL-MEDICAL-DRUG-  
DENTAL-VISION  
EXPENSE COVERAGES  
(H-S-M-D-D-V PROGRAM)**

**1. Coverages**

- (a) The company at its sole expense will grant the following Plans to all eligible employees and to their eligible dependents as defined in the said Plans:
- (1) Hospital and Medical Benefits shall be those provided under The Ontario Health Insurance Plan (O.H.I.P.);
  - (2) Supplementary coverage for Semi-Private Hospital Accommodation Benefits as set forth in exhibit VI hereof;
  - (3) Prescription Drug Benefits as set forth in exhibit VII hereof;
  - (4) Hearing Aid Expense Benefits Program as set forth in exhibit III hereof;
  - (5) Dental Expense Benefits Program as set forth in exhibit I hereof;
  - (6) Supplementary coverage for Long-Term Care Facility Expense Benefits as set forth in exhibit VIII hereof;
  - (7) Prosthetic Appliance and Durable Medical Equipment Expense Benefits Program as set forth in exhibit V hereof;
  - (8) Vision Expense Benefits Program as set forth in exhibit IV hereof;
  - (9) Paramedical Coverage program as set forth in exhibit IX hereof;
  - (10) Extended Health Care Services as set forth in exhibit X hereof.

(b) Enrollment Classifications

Subject to the provisions of the applicable plans, at the employee's option, coverage under this section 1 may include protection for (i) self only, (ii) self and spouse, or (iii) self and family (including only spouse and eligible children).

For purposes of this H-S-M-D-D-V section eligible dependents shall include:

- (i) spouse to whom the employee is legally married, or the person who has been cohabiting and residing with the employee in a conjugal relationship for an immediately preceding continuous period of at least one year, and has been publicly represented by the employee as the employee's spouse. Where more than one 'spouse' exists, the employee shall designate the participant and provide proof of relationship.
- (ii) Eligible children shall include any unmarried child (A) of the employee by birth, legal adoption, or legal guardianship, while such child legally resides with and is dependent upon the employee; (B) of the employee's spouse and who is residing in and a member of the employee's household; (C) as defined in (A) and (B) above but who does not reside with the employee but is the employee's legal responsibility, and for whom the employee provides principal support as defined by the Canadian Income Tax Act, 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.

For the purposes of section 2, the term "eligible children" shall also include orphans of employees provided they were covered as a dependent at the time of the employee's death and for as long as they otherwise continue to meet the above criteria or until they become the dependent of someone else.

A child as defined in (A), (B) or (C) above, is included until the end of the calendar year in which he/she attains age 25, provided he/she is unmarried and in full time attendance at school, and the employee recertifies eligibility annually. A child as defined in (A), (B) or (C) above is covered regardless of age if totally and permanently disabled as defined

hereinafter, provided that such child after the end of the calendar year in which the child attains age 19 must be dependent upon the employee, and qualify as a dependent under the Canadian Income Tax Act and must legally reside with and be a member of the household of the employee (all of which the employee must recertify bi-annually). "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, which will be certified at the time when coverage would otherwise be terminated.

No person may be considered a dependent of more than one (1) employee except as provided in (d), Co-ordination of Benefits for eligible children where both parents work for Ford.

(c) Third Parties

It is understood that the provisions herein and in the attached exhibits are agreements between the company and the union and, although they set forth intended arrangements involving third parties, they shall not be relied upon by any such third party as establishing any right against the company or the union.

(d) Coordination of Benefits

- A. The H-S-M-D-D-V Program (including Vision Expense Benefits) set forth in Appendix R of the Collective Agreement provides benefits in full, or a reduced amount which, when added to the benefits payable and the cash value of services provided by any "Other Plans", will equal 100% of "Allowable Expenses" incurred by the person for whom claim is being made. This provision does not apply during any month in which the individual has paid 50% or more of the cost of the Other Plan. "Allowable Expenses" include any necessary and reasonable charges for items of expense which are covered in whole or in part under the H-S-M-D-D-V Program set forth in Appendix R of the Collective Agreement or the Other Plan to which this provision applies. "Other Plans" include any plan of medical or dental coverage provided by group insurance or other arrangement of coverage for individuals in a group

whether or not the Plan is insured; provided that such other plan will not be considered a "plan" for the purposes of the Coordination of Benefits Provisions during any month for which the individual has paid 50% or more of the cost of that plan.

To administer this provision, and to determine whether the carrier will reduce benefits, it is necessary to determine the order in which the various plans will pay benefits. This will be determined as follows:

- (1) A plan with no coordination of benefits provision will pay its benefits before a plan which contains such a provision;
- (2) A plan which covers an individual other than as a dependent will pay its benefits before a plan which covers the individual as a dependent;
- (3) A plan which covers an individual as a dependent of the covered person with the earliest day and month of birth in the calendar year will pay its benefits first;
- (4) Where the above do not establish the order of payment, the benefits shall be pro-rated between or amongst the plans in proportion to the amounts that would have been paid under each plan had there been coverage by just that plan.

The carrier may release or obtain any information and make or recover any payments it considers necessary to administer this provision.

The coordinated H-S-M-D-D-V Program described above will also apply for spouses who are employed by the company outside of a bargaining unit.

- B. In cases where both spouses are employed by the company and only for claims incurred while both spouses would otherwise be eligible for company-paid H-S-M-D-D-V Program benefits coverage under their own contract as an employee in accordance with the provisions of section 3 or sections 2 and 5, the coordinated H-S-M-D-D-V Program, (including Vision Expense Benefits) described under section A above will be provided under the contract of the employee who elects coverage for self and spouse or self and family.

To administer this provision the employee who elects coverage for self and spouse or self and family must enroll his/her spouse for coordinated coverage as an employee on a form provided by the company and the company will advise the carrier concerning the continuing eligibility status of such spouse either as an employee actively on the payroll in accordance with section 3 or as an employee who has ceased to be actively on the payroll in accordance with sections 2 and 5.

- C. In cases where both parents of a child, as defined in 1(b)(ii) above, and who are each otherwise eligible for company-paid H-S-M-D-D-V Program benefits coverage under their own contract as an employee in accordance with the provisions of section 3 or sections 2 and 5, the coordinated H-S-M-D-D-V Program, (including Vision Expense Benefits) described under section A above will be provided, where both parents have enrolled the same child as a dependent for purposes of the H-S-M-D-D-V Program on a form provided by the company. Under this provision, no more than two employees may enroll the same child as their dependent.

- (e) Subrogation

In the event of any payment for services under the H-S-M-D-D-V Program set forth in Appendix R of the Collective 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 H-S-M-D-D-V Program set forth in Appendix R of the Collective Agreement must be paid over to the carrier.

**2. Contributions**

(a) While Employed

The company will make monthly contributions for the following month's coverage on behalf of each subscribing employee while he/she is at work (as defined below) toward the cost of the hospital-surgical-medical-drug-dental-vision-hearing aid coverages described in section 1 above equal to the full subscription rate or premium charge for the classification or coverage to which the employee shall have subscribed according to his/her enrollment classification.

For purposes of this section, an employee shall be considered "at work" in any month if he/she receives pay from the company for any time during such month, except that, for employees hired or rehired, the company's obligation to make monthly contributions for hospital-surgical-medical-drug coverages will commence with the contribution due for the month as set out in section 3, and for employees terminating, the company's obligation shall be as set out in section 5.

(b) Leave of Absence due to Sickness or Accident

In the case of employees on leave of absence due to sickness or accident or while an employee is receiving Extended Disability benefits after exhaustion of reinstated Accident & Sickness benefits under section 12 of the Group Life and Disability Insurance part of the Program, the hospital-surgical-medical-drug-dental-vision-hearing aid coverages referred to in section 1 above will be continued at the sole expense of the company for the benefit of such employees and eligible dependents for a period equal to the seniority of the employee concerned at the time the leave of absence commences, beginning with the month following the month in

which the leave of absence begins, provided that the term of the absence continues for so long.

(c) During Layoff

In the case of employees on layoff meeting the conditions of section 1.02 of the Supplemental Unemployment Benefit Plan, the company will make monthly contributions toward the cost of hospital-surgical-medical-drug-dental-vision-hearing aid coverage under section 1 on behalf of each subscriber and his/her eligible dependents, until the end of the month following the month the layoff begins. Thereafter, hospital-surgical-medical-drug-vision-hearing aid coverages (but not dental expense coverage) under section 1 above shall be provided for a laid-off employee and his/her eligible dependents, without cost to the employee during a layoff meeting the conditions of section 1.02 of the Supplemental Unemployment Benefit Plan on the basis of the greater of (i) one full calendar month of layoff (for which he/she receives no pay), not to exceed twenty-four months, for each full four weeks of Regular Benefits to which the employee's Credit Units would entitle him/her, pursuant to article 3 of the Supplemental Unemployment Benefit Plan on the basis of his/her seniority and the Credit Unit Cancellation Base as of the last day worked prior to layoff or, if an employee is initially credited during such layoff with credit units under the SUB plan his/her entitlement shall be established as of the date such credit units are credited, or (ii) the number of months of coverage, up to a maximum of twenty-four (24), for which he/she would be eligible on the basis of his/her years of seniority as of the last day worked prior to layoff, in accordance with the following table:

<i>Year(s) Seniority as of Last Day Day Worked Prior to Layoff</i>	<i>Maximum Number of Months for Which Coverage Will Be Provided</i>
Less than 1	0
1 but less than 2	2
2 but less than 3	4
3 but less than 4	6
4 but less than 5	8

<i>Year(s) Seniority as of Last Day Day Worked Prior to Layoff</i>	<i>Maximum Number of Months for Which Coverage Will Be Provided</i>
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5 but less than 6	10
6 but less than 7	12
7 but less than 8 *	13 *
8 but less than 9 *	14 *
9 but less than 10 *	15 *
10 and over	24

\* Applicable to an employee at work on or after November 17, 2002

Such months of coverage under the above formulas shall be for months following the last month of the employee's coverage for which contributions were made while he/she was at work.

(d) For Retired Employees

- (i) The company will make monthly contributions for the following month's coverage on behalf of such retired employees (not including a former employee entitled to or receiving a deferred vested pension).

The continued coverage to which such retired employees are entitled will be only the hospital-surgical-medical-drug-dental-vision-hearing aid coverages as described above.

The company may, from time to time, request that such retired employees attest to the eligibility status of their dependents towards whose coverage the company contributes. If any such retired employee fails to comply with such request, the company may reduce such retired employee's coverage to that of "self only", unless it can be demonstrated that he/she has an eligible dependent.

- (ii) Employees who were hired on or after September 24, 2012 and who have retired from the company and their dependents will not be eligible for or receive any health care benefits (including but not limited to hospital,

surgical, medical, drug, dental, vision, hearing aid, paramedical, extended health care services and provincial medical) from the Company upon retirement and are not eligible for coverage under the plans.

(e) For Surviving Spouse

- (1) The company will make monthly contributions for the following month's hospital-surgical-medical-drug-dental-vision care-hearing aid coverage on behalf of (i) the surviving spouse (determined in accordance with article 1.01(r) of the Retirement Pension Plan) of a retired employee as defined in (d) of this section or (ii) a surviving spouse eligible to receive benefits under the Retirement Pension Plan (including for this purpose a surviving spouse who would receive such benefits except for receipt of survivor income benefits under the Group Life and Disability Insurance part of this Program), a surviving spouse of a deceased employee who at the time of his/her death was eligible to retire on an early or normal pension under the Retirement Pension Plan, or (iii) for employee deaths occurring on or after October 5, 1987, a surviving spouse eligible for monthly survivor income benefits provided under the Group Life and Disability Insurance part of this Program for the duration of such eligibility for survivor income benefits and the eligible dependents of any such spouse, for the hospital-surgical-medical-drug-dental-vision-hearing aid coverages provided under section 1 above.

The company may, from time to time, request that such surviving spouses attest to the eligibility status of their dependents towards whose coverage the company contributes. If the surviving spouse fails to comply with such request, the company may reduce the surviving spouse's coverage to that of "self only", unless it can be demonstrated that the survivor had an eligible dependent.

- (2) Effective for coverage beginning the month following October 5, 1987 all current surviving spouses who continue to be eligible for monthly survivor income benefits provided in section 9 (a) and 9 (b) of the Group

Life and Disability Insurance part of this program will be eligible for company-paid hospital-surgical-medical-drug-dental-vision-hearing aid expense coverage for the duration of such continuing eligibility for monthly survivor income benefits.

- (3) The company will make monthly contributions for hospital-surgical-medical-drug-dental-vision-hearing aid expense coverages provided under section 1 above for a surviving spouse of an employee who was actively at work on or after September 16, 1979 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; provided, however, such coverage shall not include dental, vision or hearing aid expense coverages if the employee had less than one (1) year of seniority at date of death, and shall terminate upon the remarriage or death of the surviving spouse.

- (f) For an employee on leave of absence other than for disability, hospital-surgical-medical-drug-dental-vision-hearing aid coverages will be continued until the end of the month following the month in which the employee was last in active service.

- (g) If an employee is cleared to return to work by the company's Medical or Labour Relations Department following a discharge or a layoff but is unable to return to active work due to a subsequent disability the employee will be eligible for reinstatement of company-paid hospital-surgical-medical-drug-dental-vision-hearing aid expense coverage on the first day of the month following the month in which the employee is cleared to return to work. Such reinstated coverage will then be continued from the date of the approved disability leave of absence in accordance with the provisions of section 2(b) above.

**(h) Quarterly Deductible**

A quarterly deductible will apply to all employees, retired employees and surviving spouses enrolled for HSMDDV coverage. The quarterly deductible will reset January 1st, April 1st, July 1st, and October 1st of each year. The required quarterly deductible is as follows:

	Up to Age 65	On or After Age 65
Employee	\$97.20	\$48.60
Retired Employee	\$48.60	\$24.30
Surviving Spouse	\$24.30	\$24.30

**Effective January 1, 2021, the required quarterly deductible is as follows:**

	Up to Age 65	On or After Age 65
<b>Employee</b>	<b>\$97.20</b>	<b>\$48.60</b>
<b>Retired Employee</b>	<b>\$24.30</b>	<b>\$12.15</b>
<b>Surviving Spouse</b>	<b>\$12.15</b>	<b>\$12.15</b>

**3. Commencement of Coverage/Eligibility**

- (1) An employee hired or rehired shall become eligible:
  - (a) for hospital-surgical-medical-drug coverages on the first day of the fourth calendar month following the month in which employment commences, subject to the provisions of the applicable Plans;
  - (b) for dental and hearing aid coverages and for vision coverage under section 1 (a) (8) on the first day of the calendar month next following the month in which the employee is actively at work after he/she acquires one year of seniority.
- (2) Employees who were hired prior to September 24, 2012 and who have retired from the company will have continued coverage for the hospital-surgical-medical-drug-dental-vision-hearing aid coverages as described above (not including former employees entitled to or receiving a deferred pension) subject to the provisions of the applicable Plans.

Employees who were hired on or after September 24, 2012 and who have retired from the company and their dependents will not be eligible for or receive any health care benefits (including but not limited to hospital, surgical, medical, drug, dental, vision, hearing aid, paramedical, extended health care services and provincial medical) from the company upon retirement and are not eligible for coverage under the plans.

#### **4. Continuation of Coverages**

(a) Extended Coverage During Layoff

An employee may continue his/her hospital-surgical-medical-drug-vision-hearing aid coverages (but not dental expense coverage) during layoff without a break in seniority through the twelfth consecutive month following the last month of his/her coverage for which contributions were made by the company under section 2(a) and 2(c) above.

(b) Extended Coverage During Leaves

An employee on approved leave of absence, other than for disability, may continue hospital-surgical-medical-drug-dental-vision-hearing aid coverages 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 continue to be made in accordance with subsection (e) herein.

An employee on an approved local union leave of absence may continue such hospital-surgical-medical-drug-dental-vision-hearing aid coverage during the period of renewed union leaves of absence.

(c) While Grievance Pending

When an employee has a grievance pending to protest loss of seniority from discharge, failure to report or overstaying leave under sections 15.07 (b), (c) or (d), 15.26 (b), (c) or (d), 15.45 (b), (c) or (d), or 15.59 (b), (c) or (d), or has been suspended, the employee may continue hospital-surgical-medical-drug-dental-vision-hearing aid coverages while the grievance is pending by paying the full subscription rate or premium charge

for such continuation following the last month for which the company has contributed.

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.

(d) Employee Suspended or On Strike

If an employee is suspended or on strike, hospital-surgical-medical-drug-vision-hearing aid coverages (but not dental expense coverage) provided under section 1 will be continued at the sole expense of the company for one (1) month following the month in which the suspension or strike commenced.

(e) Payment for Continuation

An employee continuing coverage under subsections (a), (b) or (c) of this section beyond the period for which contributions were made by the company must pay the full subscription rate or premium charge for such continuation; provided, however, that if an employee who has continued coverage under subsection (c) is reinstated following such loss of seniority, the company will reimburse him/her for all the contributions in respect to coverage hereunder which the company would have made if the employee had remained at work.

#### **5. Termination of Coverages**

(a) Hospital-Surgical-Medical-Drug-Dental-Vision-Hearing Aid Coverages

Hospital-surgical-medical-drug-dental-vision-hearing aid coverages for an employee who quits, shall terminate as of the end of the day employment is terminated.

Hospital-surgical-medical-drug-vision-hearing aid coverages for an employee whose employment is terminated by being discharged, failing to report or overstaying leave, shall terminate as of the last day of the month in which employment is terminated unless such a former employee incurring a break



in seniority by being discharged, failing to report or overstaying leave has a grievance pending to protest his/her loss of seniority under sections 15.07(b), (c) or (d), 15.26(b), (c) or (d), 15.45(b), (c) or (d), or 15.59 (b), (c) or (d) of the Collective Agreement, except that, 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 by paying the full subscription rate or premium charge for such continuation. Except as provided above, hospital-surgical-medical-drug-vision-hearing aid coverages shall terminate as of the last day of the month following the month in which an employee was last at work unless continued under section 2 or 4.

(b) Dental

Except for dental expense coverage continued under section 2(b), 2(c), 2(d), 2(e), 4(b) and 4(c), dental expense coverage shall terminate as of the last day of the month in which an employee was last at work, except that (i) for an employee whose employment is terminated by quitting, dental expense coverage shall terminate as of the end of the day in which loss of seniority occurs and (ii) for an employee on a layoff meeting the conditions of section 1.02 of the Supplemental Unemployment Benefit Plan or for an employee incurring a break in seniority by being discharged, failing to report or overstaying leave who has a grievance pending to protest his/her loss of seniority under sections 15.07(b), (c) or (d), 15.26(b), (c) or (d), 15.45(b), (c) or (d) or 15.59 (b), (c) or (d) of the Collective Agreement, dental expense coverage shall terminate as of the last day of the month following the month in which the employee was last at work. Notwithstanding the above, an employee may continue dental expense coverage while on approved local union leave under section 4(b).

**6. Availability of Coverage**

Any provision as to the coverage to be provided or as to eligibility for coverage or for continuation of coverage hereunder is limited by the availability of such coverage from the plans.

**7. Enrollment**

An eligible employee or retired employee electing to enroll for applicable coverages must complete an application for the coverages in which he/she elects to participate. A surviving spouse electing to enroll for applicable coverages must complete an application for coverages if the applicable plan so requires.

**8. Federal or Provincial Medical, Hospital, Surgical, Prescription Drugs, Vision, Hearing Aid Expense Benefits Laws**

- (a) (1) The provisions of this H-S-M-D-D-V Program shall not be applicable to employees, former employees (including retired employees), or surviving spouses who are or may become eligible for Medical, Hospital, Surgical, Prescription Drug, Dental, Hearing Aid, Vision Expense Benefits under any Federal or Provincial law. Compliance by the company with such laws shall be deemed full compliance with the provisions of this H-S-M-D-D-V Program with respect to any such employees, former employees, or surviving spouses eligible for benefits under such laws. If such benefits exceed the benefits provided under the H-S-M-D-D-V Program, the company may require from any such employees, former employees, or surviving spouses such contributions as it may deem appropriate for such excess benefits.
- (2) Where the benefits under such laws are on a generally lower level than the corresponding benefits under the H-S-M-D-D-V 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 H-S-M-D-D-V Program for employees, former employees, or surviving spouses not subject to such laws.

- (b) 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 this agreement to the extent and in the respects necessary to secure the approval of the appropriate governing body to substitute the Plan provided by the agreement 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 H-S-M-D-D-V 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 agreement.
- (c) Medical, Hospital, Surgical, Prescription Drug, Dental, Vision, Hearing Aid Expense Benefits provided employees, former employees (including retired employees), or surviving spouses, under this H-S-M-D-D-V Program 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.

#### **9. Company-Union Committee**

A committee composed of two (2) members designated by the union and two members designated by the company shall be established to study and evaluate this H-S-M-D-D-V Program and to make recommendations for the purpose of achieving the maximum coverage and service for those covered by the various hospital-surgical-medical-drug-dental-vision-hearing aid plans for the money spent for such protection. In the performance of its duties, this committee may consult with and seek advice from representatives of the carriers that currently provide services with respect to the H-S-M-D-D-V Program. The committee may also consult with representatives of other companies within the health care industry and may submit recommendations to the company and the CAW and, when agreed to jointly, may commit the parties to implement pilot programs and plan changes. The committee will keep the parties to the Collective Agreement informed with respect to any problems which may arise.

## **EXHIBIT I DENTAL EXPENSE BENEFITS PROGRAM**

### **I. Enrollment Classifications**

Dental Expense Benefits coverage for an eligible employee, retired employee or surviving spouse shall include coverage for eligible dependents as defined for hospital-surgical-medical-drug coverage provided under the H-S-M-D-D-V Program.

### **II. Description of Benefits**

Dental Expense Benefits will be payable, subject to the conditions herein, if an employee, retired employee, surviving spouse or eligible dependent, while dental expense coverage is in effect with respect to such individual, incurs Covered Dental Expenses.

Effective January 1, 2017, Covered Dental Expenses will be reimbursed based on the Provincial Dental Association fee guide in effect one (1) year prior to the date Covered Dental Expenses are incurred.

### **III. Covered Dental Expenses**

Covered Dental Expenses are the usual charges of a dentist which an employee, retired employee or surviving spouse is required to pay for services and supplies which are necessary for treatment of a dental condition, but only to the extent that such services and supplies are customarily employed for treatment of that condition, and only if rendered in accordance with accepted standards of dental practice. Such expenses shall be only those incurred in connection with the following dental services which are performed, except as otherwise provided in section VII (B), by a licensed dentist and which are received while insurance is in force.

Payments for Covered Dental Expenses performed by a licensed dentist (or a licensed dental hygienist under conditions specified in section VII (B) (1)) 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 section IV, but only for the services set forth below, and not for any other services listed in such Schedule of Fees. Where fees for certain procedures as 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 one (1) year prior to the date Covered Dental Expenses, as described in the first sentence of this paragraph, are incurred, payments under this section III shall be made on the basis of the usual, reasonable and customary charges for the service rendered or supply furnished one (1) year prior to the date the Covered Dental Expenses are incurred.

Payments for Covered Dental Expenses performed by a licensed denture therapist in accordance with section VII (B) (2) 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 section VII(B), but only for the services set forth below, 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 one (1) year prior to the date such Covered Dental Expenses are incurred, payments under this section III shall be made on the basis of the usual, reasonable and customary charges for the service rendered or supply furnished one (1) year prior to the date Covered Dental Expenses are incurred.

(A) The following Covered Dental Expenses shall be paid at 100% of the dentist's usual charge but not more than the amount specified therefor in the Provincial Dental Association Schedule of Fees:

- (1) Routine oral examinations and prophylaxis (scaling and cleaning of teeth), but not more than once in any period of nine (9) consecutive months.
- (2) Topical application of fluoride, only for persons under 20 years of age, unless a specific dental condition makes such treatment necessary.
- (3) Space maintainers that replace prematurely lost teeth for children under 19 years of age.
- (4) Emergency palliative treatment.

(B) The following Covered Dental Expenses shall be paid at:

- (i) 100% of the dentist's or denture therapist's usual charge, or
- (ii) 100% 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 (i) or (ii) is less:

- (1) 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 nine consecutive months) and such other dental x-rays as are required in connection with the diagnosis of a specific condition requiring treatment.
- (2) Extractions, including those described in section III(C)(4).
- (3) Oral surgery, including surgery described in section III(C)(4).
- (4) Amalgam, silicate, acrylic, synthetic porcelain, and composite filling restorations to restore diseased or accidentally injured teeth.
- (5) General anesthetics and intravenous sedation when medically necessary and administered in connection with oral or dental surgery.
- (6)(a) Treatment of periodontal and other diseases of the gums and tissues of the mouth, including provisional splinting Intra Coronal (ODA Code 43111) and Extra Coronal (ODA Codes 43211, 43231, 43241, 43261 and 43271), Periodontal appliance (ODA Codes 43611 and 43612) and a Temporomandibular Joint appliance (ODA Codes 43711 and 43712) as an adjunctive periodontal service.
- (6)(b) Periodontal appliance (codes 43611 and 43612) will be covered when provided for the treatment

of bruxism (grinding of teeth) and performed by a licensed dentist. Coverage for benefits will be limited to one appliance in any twenty-four (24) month period.

- (7) Endodontic treatment, including root canal therapy.
- (8) Injection of antibiotic drugs by the attending dentist.
- (9) 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.
- (10) 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.
- (11) Porcelain veneers for all covered persons for treatment of the following conditions: amelogenesis imperfecta; Hutchinson's incisors, and hypo maturation.
- (12) Pit and fissure sealants for permanent molars for children up to and including age fourteen.

(C) The following Covered Dental Expenses shall be paid at

- (i) 50% of the dentist's or denture therapist's usual charge, or
- (ii) 50% 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 (i) or (ii) is less:

- (1) Initial installation of fixed bridgework (including inlay and crowns as abutments).
- (2) Initial installation of partial or full removable dentures [including precision attachments and any adjustments during the six (6) month period following installation].
- (3) 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:
  - (a) The replacement or addition of teeth is required to replace one or more teeth extracted after the existing denture or bridgework was installed; or,
  - (b) The existing denture or bridgework cannot be made serviceable and, if it was installed under this Denture Expense Benefits Program, at least five (5) years have elapsed prior to its replacement; or,
  - (c) 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.

- (4) 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 covered 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.

- (5) Effective January 1, 2013, implantology expenses up to the cost of dental bridgework as described in (1) above. Effective January 1, 2017, standard implantology expenses including the structure, installation and crown (initial and replacement).

#### IV. Maximum Benefit

The maximum benefit payable for all covered dental expenses incurred during any twelve (12) month period commencing October 1, and ending the following September 30, (except for services described in section III (C)(4) above) shall be \$2,800.00 effective October 1, 2005 for each individual. **The maximum benefit payable for all covered dental expenses incurred during any twelve (12) month period commencing October 1, and ending the following September 30, (except for services described in section III (C)(4) above) shall be \$3,000.00 effective October 1, 2020 for each individual.**

For Covered Dental Expenses in connection with orthodontics including related oral examinations described in section III (C)(4) above, the maximum benefit payable shall be \$3,600.00 during the lifetime of each individual. **Effective October 1, 2020, for Covered Dental Expenses in connection with orthodontics including related oral examinations described in section III (C)(4) above, the maximum benefit payable shall be \$3,800.00 during the lifetime of each individual.**

For services, appliances and supplies provided by a denture therapist under section III (B) and (C), or a Licensed Dental Hygienist under section III (A), the benefit payable 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.

#### V. Predetermination of Benefits

If a course of treatment can reasonably be expected to involve Covered Dental Expenses of \$200.00 or more, a description of the procedures to be performed and an estimate of the dentist's charges must be filed with the prepayment agency prior to the commencement of the course of treatment.

The Prepayment agency 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 sections III and IV, determined in accordance with the limitations set forth in section VI.

If a description of the procedures to be performed and an estimate of the dentist's charges are not submitted in advance, the prepayment agency 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 prepayment agency, the benefits for the course of treatment may be for a lesser amount than would otherwise have been payable.

This predetermination requirement will not apply to courses of treatment under \$200.00 or to emergency treatment, routine oral examinations, x-rays, prophylaxis and fluoride treatments.

#### VI. Limitations

(A) Restorative:

- (1) 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.

(2) 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.

(B) Prosthodontics:

(1) 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.

(2) 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.

(3) 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 the Dental Expense Benefits Program, except as provided in section III (C) (3) above.

(C) Orthodontics

(1) 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.

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

(D) Periodontics:

(1) The following periodontal services will be Covered Dental Expenses only if performed by a Periodontist:

(a) Gingival Curettage (ODA Code 42111)

(b) Provisional Splinting Intra Coronal (ODA Code 43111)

(c) Provisional Splinting Extra Coronal (ODA Codes 43211, 43231, 43241, 43261, 43271)

(d) Occlusal Equilibration (ODA Codes 43311, 43312, 43313, 43314 and 43319)

(e) Scaling (ODA Codes 11111 to 11117, 11119) and Root Planing (ODA Codes 43421 to 43426, 43429)

(2) A Temporomandibular Joint (TMJ) appliance (ODA Codes 43711 and 43712) will be a covered adjunctive periodontal service only when performed by a certified dental specialist (i.e. periodontist, orthodontist, prosthodontist and oral surgeon).

**VII. Exclusions**

Covered Dental Expenses do not include and no benefits are payable for:

(A) Charges for services, treatment, appliances and supplies which are specified in the current Provincial Dental

Association Schedule of Fees but which are not set forth above.

- (B) Charges for treatment by other than a dentist, except that (1) scaling or cleaning of teeth and topical application of fluoride may be performed by a licensed dental hygienist if the treatment is rendered under the supervision and guidance of the dentist and (2) a denture therapist licensed under the Ontario Denture Therapists Act, 1974 (or a comparable provider licensed in a province other than Ontario), may provide such services, appliances and supplies as are authorized by his/her license.
- (C) Charges for veneers or similar properties of crowns and pontics placed on or replacing teeth, other than the ten upper and lower anterior teeth.
- (D) Charges for services or supplies that are cosmetic in nature, including charges for personalization or characterization of dentures.
- (E) Charges for prosthetic devices (including bridges and implants), crowns, inlays and onlays and the fitting thereof which were ordered while the individual was not insured for Dental Expense Benefits or which were ordered while the individual was insured for Dental Expense Benefits but are finally installed or delivered to such individual more than sixty (60) days after termination of coverage.
- (F) Charges for the replacement of a lost, missing, or stolen prosthetic device.
- (G) Charges for failure to keep a scheduled visit with the dentist.
- (H) Charges for replacement or repair of an orthodontic appliance.
- (I) Charges for services or supplies which are compensable under a Workers' Compensation or Employer's Liability Law.
- (J) Charges for services rendered through a medical department, clinic, or similar facility provided or maintained by the patient's employer.

- (K) 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 dental expense coverage.
- (L) 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.
- (M) 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.
- (N) Charges for services or supplies received as a result of dental disease, defect or injury due to an act of war, declared or undeclared.
- (O) 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.
- (P) Charges for any duplicate prosthetic device or any other duplicate appliance.
- (Q) 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.
- (R) Charges for the completion of any insurance forms.
- (S) Charges for prescription drugs.
- (T) Charges for oral hygiene and dietary instruction.
- (U) Charges for a plaque control program.

#### **VIII. Proof of Loss**

The prepayment agency reserves the right at its discretion to accept, or to require verification of, any alleged fact or assertion pertaining to any claim for Dental Expense Benefits. As part of the basis for determining benefits payable, the prepayment agency may require x-rays and other appropriate diagnostic and evaluative materials.

## **IX. Administrative Manual**

Policies, procedures and interpretations to be used in administering Dental Expense Benefits shall be incorporated in an Administrative Manual. 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.

## **X. Prepaid Group Practice Option**

The company will make arrangements for employees to be afforded the option to subscribe for dental expense coverage under approved and qualified prepaid group practice plans, instead of dental expense coverage hereunder. An employee who has retired from an area in which the coverage described in the section X is made available to employees shall be given the option to subscribe to the prepaid group practice plans in that area instead of dental expense coverage 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 expense coverage hereunder.

## **XI. Definitions**

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 Denture Therapists Acts, 1974, (or a comparable provider licensed in a province other than Ontario), practicing within the scope of the denture therapist's license.

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 patients for a service rendered or a supply furnished; and,
- (2) The prevailing range of fees charged in the same area by dentists or denture therapists of similar training and experience for the service rendered or supply furnished; and,
- (3) Unusual circumstances or complications requiring additional time, skill, and experience in connection with the particular dental service or procedure.

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

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

The term "Ontario fee schedule for Licensed Denture Therapists" means the fee schedule specified in section II. The term "Provincial



Dental Association Schedule of Fees" means the fee schedule specified in section II.

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

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

## **XII. Cost and Quality Controls**

The carrier will undertake the following review procedures and mechanisms and report annually to the Joint Health Care Committee.

### **A. Utilization Review**

Analysis of various reports displaying such data as procedure profiles, utilization profiles and covered dental expense benefits payments summaries to evaluate the patterns of utilization, cost trends and quality of care.

### **B. 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.

### **C. Evaluation of Services and Supplies Received**

On a random or selective basis, covered persons who have received services under dental expense benefits 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.

### **D. Survey of Services and Supplies Received**

On a random or selective basis covered persons who have received services under dental expense benefits may be sent a questionnaire to:

1. determine the level of satisfaction with respect to these services;
2. determine whether services for which dental expense benefits were paid were actually received;
3. determine whether providers recommend unnecessary optional services or supplies; and
4. identify other problem areas.

### **E. 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.

### **F. Provider Review**

When the carrier or a covered person does not agree with the appropriateness of a service provided or a charge made under dental expense benefits by a dentist practicing in Ontario, the matter may be presented to the Royal College of Dental Surgeons of Ontario (the licensing and regulating body of dentistry) for resolution. Similar matters involving other providers 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.

## **XIII. Data**

The prepayment agency shall furnish the company and the union such information and data as may be mutually agreed upon by the parties with respect to dental expense coverage.

## EXHIBIT II

### UTILIZATION REVIEW AND COST CONTAINMENT

#### I. Annual Cost Containment Reports

Each H-S-M-D-D-V carrier shall be required to report annually on its cost containment efforts for the preceding year, including but not limited to (a) a description of its cost containment activities, (b) the results/savings, (c) problems, and (d) plans for the next year.

The report shall cover the preceding calendar year and shall be submitted to the company-union committee by May 15 each year. The company-union committee may specify the content or format for such reports.

#### II. Other Activities

The company-union committee shall investigate, consider and, upon mutual agreement, engage in other activities that may have high potential for cost savings. This may involve instituting by mutual agreement other H-S-M-D-D-V Programs or establishing Pilot Programs.

#### III. Review

The results of any activities in I and II, above, would be reviewed prior to the expiration of the Collective Agreement so that the parties to the agreement may be prepared to consider the continuation or modification of the review programs and other activities of the company-union committee.

## EXHIBIT III

### HEARING AID EXPENSE BENEFITS PROGRAM

#### I. Enrollment Classifications

Hearing Aid Expense Benefits coverage for an eligible employee, retired employee or surviving spouse shall include coverage for eligible dependents as they are defined for hospital-surgical-medical-drug expense coverage under the H-S-M-D-D-V Program.

#### II. Description of Benefits

Hearing Aid Expense Benefits will be payable, subject to the conditions herein, if any covered person, as defined in section III(I), while hearing aid expense coverage is in effect with respect to such covered person, incurs covered hearing aid expense.

#### III. Definitions

As used herein:

- (A) "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 the 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;
- (B) "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 (1) possesses a master's or doctorate degree in audiology or speech pathology from an accredited university, or (2) possesses a Certificate of Clinical Competence in Audiology from the American Speech-Language-Hearing Association and (3) 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 Program carrier, if the carrier determines that (1) such clinic has facilities which are equivalent to the hospital-affiliated clinics described above and (2) audiometric examinations and hearing aid evaluation tests conducted by such clinic are performed only by a physician or by a person described in the third sentence of this section III (B);

- (C) "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;
- (D) "participating" means having a written agreement with the Program carrier pursuant to which services or supplies are provided under this Program;
- (E) "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;
- (F) "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;
- (G) "audiometric examination" means a procedure for measuring hearing acuity that includes tests relating to air conduction, bone conduction, speech reception threshold and speech discrimination;
- (H) "hearing aid evaluation test" means a series of subjective and objective tests by which an audiologist determines which make and model of hearing aid will best compensate for the covered person's loss of hearing acuity and which make and model will therefore be prescribed, and shall include one visit by the covered person subsequent to obtaining the hearing aid for an evaluation of its performance and a determination of its conformity to the prescription;
- (I) "covered person" means the eligible employee, retired employee, eligible surviving spouse and their eligible dependents;

- (J) "dispensing fee" means a fee predetermined by the Program carrier to be paid to a dealer for dispensing hearing aids, including the cost of providing ear moulds, under this Program;
  - (K) "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 (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 section III(K) to be payable as Hearing Aid Expense Benefits under this Program, 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 addition, 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;
- (L) "acquisition cost" means the actual cost to the dealer of the hearing aid.

#### **IV. Benefits**

The covered person may obtain

- A. hearing aids that the dealer shall have agreed to furnish covered persons in accordance with the following reimbursement arrangements:
  1. the acquisition cost of the hearing aid; and
  2. the dispensing fee, and

B. repairs of hearing aids from the dealer.

If the covered person requests unusual services from the dealer, the covered person shall pay the full additional charge therefor.

#### **V. Limitations**

Frequency: If a covered person has received a hearing aid for which benefits were payable under the Program, benefits will be payable for each subsequent hearing aid only if received more than thirty-six (36) months after receipt of the most recent previous hearing aid, for which benefits were payable under the Program.

#### **VI. Exclusions**

Covered hearing aid expense does not include and no benefits are payable for:

- (A) Medical examinations, audiometric examinations or hearing aid evaluation tests;
- (B) Medical or surgical treatment;
- (C) Drugs or other medication;
- (D) Hearing aids provided under any applicable Workers' Compensation law;
- (E) Hearing aids ordered:
  - (1) before the covered person became eligible for coverage; or
  - (2) after termination of coverage;
- (F) Hearing aids ordered while covered but delivered more than sixty (60) days after termination of coverage;
- (G) Charges for hearing aids for which no charge is made to the covered person or for which no charge would be made in the absence of Hearing Aid Expense Benefits coverage;
- (H) Charges for hearing aids which are not necessary, according to professionally accepted standards of practice, or which are not recommended or approved by the physician;

- (I) Charges for hearing aids that do not meet professionally accepted standards, including charges for any services or supplies that are experimental in nature;
- (J) Charges for hearing aids received as a result of ear disease, defect or injury due to an act of war, declared or undeclared;
- (K) Charges for hearing aids provided by any governmental agency that are obtained by the covered person without cost by compliance with laws or regulations enacted by any federal, provincial, municipal or other governmental body;
- (L) Charges for hearing aids to the extent benefits therefor are payable under any health care program supported in whole or in part by funds of the federal government or any province or political subdivision thereof;
- (M) 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;
- (N) Charges for the completion of any insurance forms;
- (O) Replacement parts for and repairs of hearing aids;
- (P) Persons enrolled in alternative plans; and
- (Q) Eyeglass-type hearing aids, to the extent the charge for such hearing aid exceeds the covered hearing aid expense for one (1) hearing aid under section III (K).

#### **VII. Administrative Manual**

Hearing Aid Expense Benefits Program policies, procedures and interpretations to be used in administering the Program shall be developed by the Program carrier after review and approval by the company and the union.

#### **VIII. Data**

The Program 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.

## IX. Cost and Quality Controls

The Program 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.

## EXHIBIT IV VISION EXPENSE BENEFITS PROGRAM

### I. Enrollment Classifications

Vision Expense Benefits coverage for an eligible employee, retired employee or surviving spouse shall include coverage for eligible dependents as they are defined for hospital-surgical-medical-drug expense coverage under the H-S-M-D-D-V Program.

### II. Description of Benefits

Vision Expense Benefits will be payable, subject to the conditions herein, if any covered person, while vision expense coverage is in effect with respect to such covered person, incurs Covered Vision Expense.

### III. Definitions

As used herein:

- (A) "physician" means any licensed doctor of medicine legally qualified to practice medicine and who within the scope of his/her license performs vision testing examinations and prescribes lenses to improve visual acuity;
- (B) "optometrist" means any person licensed to practice optometry in the province in which the service is rendered;
- (C) "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;

- (D) "lenses" means ophthalmic corrective lenses as prescribed to be fitted into frames;
- (E) "contact lenses" means ophthalmic corrective lenses as prescribed;
- (F) "frames" means standard eyeglass frames into which two lenses are fitted;
- (G) "covered person" means the eligible employee, retired employee, eligible surviving spouse and their eligible dependents;

### IV. Schedule of Eligible Services

Effective October 1, 2008, reimbursement for prescription eye glasses (frames and/or lenses) or contact lenses every twenty-four (24) months up to a maximum of:

Single Vision Lenses	\$220.00
Bi-focal Lenses	\$275.00
Multi-focal Lenses	\$345.00
Contact Lenses	\$230.00

Effective October 1, 2008, reimbursement to a maximum of \$85.00 for a routine eye examination, once in a twenty-four (24) month period, provided by either an optometrist or physician (as defined in III) for patients aged 20 through 64 when the benefit is not covered by the person's provincial health care plan.

**Effective January 1, 2021, reimbursement for prescription eye glasses (frames and/or lenses) or contact lenses every twenty-four (24) months up to a maximum of:**

<b>Single Vision Lenses</b>	<b>\$270.00</b>
<b>Bi-focal Lenses</b>	<b>\$325.00</b>
<b>Multi-focal Lenses</b>	<b>\$395.00</b>
<b>Contact Lenses</b>	<b>\$280.00</b>

**Effective January 1, 2021, reimbursement to a maximum of \$110.00 for a routine eye examination, once in a twenty-four (24) month period, provided by either an optometrist or physician (as defined in III) for patients aged 20 through 64**

**when the benefit is not covered by the person's provincial health care plan.**

Repairs (not replacements) at the usual and customary rates as determined by the carrier will be allowed in addition to the above scheduled amounts. Reimbursement for laser eye surgery up to a maximum lifetime benefit of \$345.00. Effective January 1, 2017, reimbursement for laser eye surgery is up to a maximum lifetime benefit of \$400.00. **Effective January 1, 2021, reimbursement for laser eye surgery is up to a maximum lifetime benefit of \$450.00.** A covered person reimbursed for such laser eye surgery will not be eligible for any other reimbursement under this Exhibit IV for a period of forty-eight (48) months. Commencement of the benefit period is based on the initial date vision benefits are received.

**V. Limitations**

Frequency:

- (A) If a covered person has received lenses and frames or contact lenses for which benefits were payable under the Schedule of Eligible Services, or the prior program, subsequent benefits will be payable only if received more than twenty-four (24) months after the date of the most recent approved claim. If the reimbursement maximums have not been reached, subsequent claims will be allowed within the twenty-four (24) month period, up to the applicable reimbursement maximums. Lenses and frames received under the Company's prescription safety glasses program shall not be considered lenses and frames received under this program.
- (B) A covered person with diabetes or other medical conditions requiring frequent lens changes (as substantiated by an ophthalmologist or optometrist) will be eligible for new lenses whenever they have a prescription change.
- (C) Contact lenses will be covered every twelve (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.

- (D) Repairs to frames will not be subject to a frequency limitation.

**VI. Exclusions**

Covered Vision Expense does not include and no benefits are payable for:

- (A) Vision examinations, for covered persons under age 20 and over 64, or at any age for patients with medical conditions or diseases affecting the eyes whereby the provincial health plan provides the insured benefit.
- (B) Medical or surgical treatment;
- (C) Drugs or medications;
- (D) Procedures determined by the Program carrier to be special or unusual, such as, but not limited to, orthoptics, vision training, subnormal vision aids and aniseikonic lenses;
- (E) Lenses or frames furnished for any condition, disease, ailment or injury arising out of and in the course of employment;
- (F) Lenses or frames ordered:
  - (1) before the covered person became eligible for coverage; or
  - (2) after termination of coverage;
- (G) Lenses or frames ordered while insured but delivered more than sixty (60) days after coverage terminated;

- (H) 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 Expense Benefits coverage;
- (I) 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;
- (J) 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;
- (K) Charges for lenses or frames received as a result of eye disease, defect or injury due to an act of war, declared or undeclared;
- (L) 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;
- (M) 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 limitations set forth in section V;
- (N) Charges for the completion of any insurance forms;
- (O) Vision benefits which are not dispensed by an Optometrist, an Optician or an Ophthalmologist;
- (P) Follow up visits associated with the dispensing and fitting of contact lenses; and
- (Q) Charges for eye glass cases.

**EXHIBIT V  
PROSTHETIC APPLIANCE AND DURABLE  
MEDICAL EQUIPMENT EXPENSE  
BENEFITS PROGRAM**

**I. Enrollment Classifications**

Prosthetic Appliance and Durable Medical Equipment Expense Benefits coverage for an eligible employee, retired employee or surviving spouse shall include coverage for dependents as they are defined for hospital-surgical-medical-drug expense coverage under the H-S-M-D-D-V Program.

**II. Description of Benefits**

Prosthetic Appliance and Durable Medical Equipment Expense Benefits will be payable, subject to the conditions herein, if any covered person, as defined in section III (B), 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.

**III. Definitions**

As used herein:

- (A) "physician" means a legally qualified and licensed medical practitioner. Solely in connection with the prescribing of prosthetic lenses under section IV (A) (2) (a), an optometrist who is legally licensed to practice optometry at the time and place services are performed shall be deemed to be a physician to the extent that he or she renders services he or she is legally qualified to perform;
- (B) "covered person" means the eligible employee, retired employee, eligible surviving spouse and their eligible dependents;
- (C) "covered prosthetic appliance and durable medical equipment expense" means charges incurred for prosthetic appliances in accordance with section IV (A) or for durable medical equipment in accordance with section IV (B);

- (D) "prosthetic appliance" means an external prosthetic device or an orthotic appliance as described in IV (A);
- (E) "durable medical equipment" means an item of equipment as described in IV(B);
- (F) "provider" means a facility or dealer which supplies prosthetic appliances or durable medical equipment;
- (G) "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:
  - (1) 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;
  - (2) the prevailing range of charges made in the same area by similar providers for the prosthetic appliance or durable medical equipment furnished; and
  - (3) with respect to prosthetic appliances only, unusual circumstances or complications requiring additional time, skill and experience in connection with a particular prosthetic appliance.

#### IV. Benefits

##### (A) Prosthetic Appliances

- (1) 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.

- (2) Included in the external prostheses and orthotic appliances for which benefits shall be payable are:
  - (a) 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.
  - (b) 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.
  - (c) Ostomy sets and accessories (including disposable gloves), catheterization equipment, urinary sets, external breast prostheses (including surgical brassieres) and orthopedic shoes (when used as an integral part of an orthotic appliance).
  - (d) 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.
  - (e) Cochlear implants.
  - (f) 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 \$300.00, and a total



treatment maximum of \$1,200.00, per thirty-six (36) month period. This benefit is not eligible when prescribed in conjunction with/or within one (1) year of the provision of a custom-made knee brace under this Plan.

**(g) Effective January 1, 2021, Glucose Monitoring System (GMS) such as continuous and flash type monitors to an annual maximum of \$1,600.00. Disposable GMS supplies (used with the monitor), such as, but not limited to sensors and transmitters, are included and subject to this annual maximum.**

- (3) Exclusions from this benefit IV (A) include, but are not limited to:
- (a) Dental appliances, hearing aids and, except as provided above, eyeglasses;
  - (b) Non-rigid appliances and supplies such as elastic stockings, garter belts, supports, and corsets.

(B) Durable Medical Equipment

- (1) 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:
- (a) The equipment must be:
    - (i) prescribed by a licensed physician;
    - (ii) reasonable and necessary for the treatment of an illness or injury, or to improve the functioning of a malformed body member;
    - (iii) able to withstand repeated use;
    - (iv) primarily and customarily used to serve a medical purpose;

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

(vi) appropriate for use in the home.

- (b) 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.
- (c) 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 thirty (30) days after the date of death, if earlier.
- (d) When the durable medical equipment is purchased, benefits shall be payable for repairs except that routine periodic maintenance is excluded.
- (e) Included in the durable medical equipment for which benefits shall be payable are:
  - (i) Hospital beds (with or without mattresses), rails, cradles and trapezes;
  - (ii) Crutches, canes, patient lifts, walkers and wheelchairs (or electric scooters in lieu of a wheelchair);
  - (iii) Bedpans, commodes, urinals - if patient is bed confined and portable toilets for a patient who has otherwise qualified for a commode;
  - (iv) 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);

- (v) Decubitus (ulcer) care equipment, dialysis equipment, dry heat and ice application devices;
- (vi) I.V. stands, intermittent pressure units, neuromuscular stimulants, sitz baths, traction equipment, vapourizers and standard whirlpool baths (including installation costs up to a maximum of \$500.00);
- (vii) Electromagnetic coil bone growth stimulator;
- (viii) Home glucose monitors (glucometers and dextrometers);
- (ix) Disposable diapers and cloth diapers for all incontinent persons;
- (x) Effective October 1, 2002, allowance of up to \$1,000.00 for pressure injection devices for insulin or insulin infusion pump once every five (5) years when such pressure injection device or insulin pump is used in lieu of needles and syringes.

Effective October 1, 2002, insulin infusion pump is an eligible benefit, once every five (5) years, to a maximum of \$5,500.00, when prescribed by a physician and as a result of Type 1 diabetes. Physician's prescription should include required number of injections per day, diagnosis, blood sugar levels, and hemoglobin count. Insulin infusion pump supplies are an eligible benefit to a maximum of \$250.00 per month. These benefits are limited to eligible dependent children age 18 and under. Individuals approved for the \$5,500.00 benefit will not be eligible for the aforementioned \$1,000.00 benefit.

- (xi) Raised toilet seats for all medical conditions;

- (xii) Soft casts to a maximum of \$30.00 per cast;
- (xiii) Reusable underpads for wheelchairs to a maximum of six (6) per year;
- (xiv) One (1) pair of custom made corrective footwear per year (excluding off-the-shelf orthopedic foot wear) to a maximum of \$750.00 per year;
- (xv) Geriatric chairs on a one time only basis to a maximum of \$2,000.00;
- (xvi) Bath tub rails up to a lifetime maximum of \$100.00.
- (xvii) A maximum allowance of \$400.00 toward the purchase of up to two (2) pairs of custom-made foot orthotics in any thirty-six (36) month period. The orthotics must be purchased from a provider who is a member in good standing of the Green Shield Canada Automotive Preferred Provider Service Agreement (PPO) for custom-made foot orthotics.

- (f) Exclusions from this benefit IV (B) include, but are not limited to:

- (i) 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;
- (ii) 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.);

- (iii) Physicians' equipment (e.g., infusion pumps, sphygmomanometer, stethoscope, etc.);
- (iv) Disposable supplies (e.g., disposable sheaths and bags, elastic stockings, etc.);
- (v) Exercise and hygienic equipment (exercycle, Moore wheel, bidet toilet seats, bathtub seats, etc.);
- (vi) Self-help devices that are not primarily medical in nature (e.g., elevators, sauna baths, etc.); and
- (vii) Arch supports including off the shelf foot orthotics.

## **V. Limitations**

Covered prosthetic appliance and durable medical equipment expense does not include and no benefits are payable for:

- (A) Prosthetic appliances or durable medical equipment furnished for any condition, disease, ailment or injury arising out of and in the course of employment;
- (B) 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 Expense Benefits coverage;
- (C) 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;
- (D) 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;
- (E) 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;

- (F) 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;
- (G) 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;
- (H) Charges for the completion of any insurance forms.

## **EXHIBIT VI SEMI-PRIVATE HOSPITAL ACCOMMODATION BENEFIT**

### **I. Enrollment Classifications**

Semi-Private Hospital Accommodation Benefit coverage for an eligible employee, retired employee or surviving spouse shall include coverage for eligible dependents.

### **II. 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.

### III. Definitions

As used herein:

- A. "covered person" means the eligible employee, retired employee, eligible surviving spouse and their eligible dependents.
- B. "covered semi-private hospital accommodation expense" means the charges incurred for semi-private hospital accommodation in accordance with section IV.

### IV. 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:

- A. — NOT IN USE —
- B. Reimbursement for the difference in cost, to a maximum of \$200.00 per day, 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.
- C. In a public chronic hospital or chronic wing facility of a public general hospital, a maximum reimbursement of up to \$30.00 per day for one hundred and twenty (120) days per benefit year (beginning with the first paid claim) 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.
- D. 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 \$60.00 per day will be paid toward the chronic care co-pay charge for a one hundred and twenty (120) day period following the

expiration of the co-pay benefit period paid by the Provincial Government Health Plan.

- E. 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 one hundred and twenty (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. 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 one hundred and twenty (120) days following the expiration of the co-pay benefit period paid by the Provincial Government Health Plan.
- G. Following the expiration of the one hundred and twenty (120) day period provided for in C, D, E and/or F above, the maximum reimbursement for patients in a public chronic hospital or chronic wing facility of a public general hospital, or in a bed designated as an Alternate Level of Care bed by the attending physician, will be provided up to the reimbursement level that would otherwise be payable under the Long Term Care Facility Expense Benefit.

### V. Limitations

- A. Where the subscriber or dependent has occupied a chronic bed in a semi-private room, either in, or outside, of the Province of residence, a maximum of up to \$30.00 difference per day, shall be allowed for a maximum of one hundred and twenty (120) days in any twelve (12) month period.
- B. To be eligible for reimbursement for occupancy of a chronic bed, accommodation must be in a public chronic hospital or a chronic wing facility of a public general hospital.
- C. No benefit shall apply to semi-private accommodation in a nursing home, T.B. sanitarium or mental hospital.

- D. Payment of benefits is contingent upon the Provincial Health Insurance Plan in the province in which the patient resides accepting or agreeing to pay the ward or standard rate.
- E. Reimbursement shall not be made in respect to any eligible expense unless a claim is filed as required by the carrier.

#### **VI. Exclusions**

Covered semi-private hospital accommodation benefit does not include and no benefit is payable for:

- A. 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.
- B. charges for completion of any insurance forms.
- C. charges for semi-private hospital accommodation where such benefits are provided to the covered person without cost by compliance with laws or regulations enacted by any federal, provincial, municipal or other governmental body.

#### **VII. Intent of Exhibit VI**

Inclusion of this exhibit VI to the Insurance Program resulting from the 1984 negotiations should not be interpreted to remove or limit any previously existing coverage.

### **EXHIBIT VII PRESCRIPTION DRUG BENEFITS**

#### **I. Enrollment Classifications**

Prescription Drug Coverage for an eligible employee, retired employee or surviving spouse shall include coverage for eligible dependents (including only spouse and eligible children).

#### **II. Description of Benefits**

Prescription Drug Benefits will be payable, subject to the conditions herein, if an employee, retired employee, surviving spouse or eligible dependent, while Prescription Drug Coverage is in effect

with respect to such individual, incurs Covered Prescription Drug Expense.

#### **III. Definitions**

As used herein:

- A. "covered person" means the eligible employee, retired employee, eligible surviving spouse and their eligible dependents.
- B. "covered prescription drug expense" means the charges incurred for such prescribed drugs as described below that are either:
  - (i) non-specialty drugs obtained from a participating or member pharmacy or specialty drugs obtained from a pharmacy in the Preferred Pharmacy Network, in each case payable in accordance with section IV.A., or
  - (ii) non-specialty drugs obtained from a non-participating pharmacy payable in accordance with section IV.B.
- C. "drug" means and includes the specialty and non-specialty drugs:
  - (i) listed in the Green Shield Canada Drug Formulary 13 as of November 11, 1996;
  - (ii) that is a new drug product marketed after November 11, 1996 and is recommended for inclusion by Green Shield Canada's Pharmaceutical and Medical Consultants. When Green Shield Canada does not recommend a new drug for inclusion on the formulary or if Green Shield Canada requires additional assistance they will engage the services of an independent external scientific review agency to assist in this review.

The criteria for inclusion into the formulary shall be that the new drug product offers therapeutic advantage to existing products in the formulary, is lifesaving or cost effective.

Provided that for the purposes of this Agreement, drug shall be deemed in its meaning not to include any substance or preparation 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.

- D. "participating or member pharmacy" means corporations, partnerships, sole proprietorships, public clinics, or public hospitals as 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.
- E. "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.
- F. "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.
- G. "pharmaceutical chemist" means a legally qualified pharmaceutical chemist.
- H. "practitioner" means a practitioner legally qualified to practice the professions of medicine or dentistry.
- I. "dispensing fee" means the amount charged by a pharmacy for the professional services of the pharmacy for the dispensing or fulfillment of a prescription order or refill.
- J. "Out-of-Pocket" maximum means:
  - a) In the case of employees, the sum of the prescription drug co-payments for the employee or his or her eligible

surviving spouse, and their eligible dependents in a calendar year.

- b) In the case of retired employees, the sum of the prescription drug co-payments for the retired employee or his or her eligible surviving spouse, and their eligible dependents in a calendar year.
- K. "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.
- L. "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.
- M. "preferred pharmacy network" means a group of participating pharmacies from which to obtain specialty drugs.

**IV. Benefits**

- A. 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-pay will be applied until the below out-of-pocket maximums are reached. Thereafter, the plan will pay 100% of the total allowed amount paid by the plan for covered prescription drugs expenses for the remainder of the year.

<i>Calendar Year</i>	<i>Out Out-of-Pocket, Per-Subscriber Maximums</i>
2012 and after	\$310.00

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.

- B. From a non-participating pharmacy, the plan shall pay the usual, reasonable and customary charge paid to a participating or member pharmacy for any 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-pay will be applied until the below out-of-pocket maximums are reached. Thereafter, the plan will pay 100% of the total allowed amount paid by the plan for covered prescription drug expenses for the remainder of the year.

<i>Calendar Year</i>	<i>Out Out-of-Pocket, Per-Subscriber Maximums</i>
2012 and after	\$310.00

- C. Whenever a generic equivalent for the prescribed drug is available, reimbursement under the Plan will be provided as follows:
- (1) when a drug prescribed 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 lower cost of the brand name prescription drug or the lowest priced generic equivalent drug less the co-pay stated in IV A and IV B above;
  - (2) 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;
  - (3) sections C(1) and C(2) above are subject to the provisions of the "Adverse Drug Reaction" letter dated September 19, 2005 on page 332 of the 2008 collective agreement.

**V. 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 or pharmaceutical chemist must be recorded in the records of the Carrier as a member in good standing at the time of dispensing of any prescription then authorized by the Carrier. The Carrier has the right to terminate the membership of any member pharmacy, pharmaceutical chemist or

Preferred Pharmacy Network pharmacy in accordance with the terms of the pharmacy agreement.

**VI. Exclusions**

Covered Prescription Drug Benefits expense does not include and no benefits are payable for:

- A. Vitamin products, except those which must be injected;
- B. Proprietary medicines defined in Division 10 of the Food and Drug Act of Canada;
- C. Blood and blood plasma;
- D. Contraceptive foams or gels; or appliances whether or not such prescription is given for medical reasons;
- E. 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.
- F. Prescription for drugs or products not listed in the latest issue of the Green Shield pharmaceutical directory that lists the drug products described in section III C of exhibit VII.
- G. 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.
- H. Charges for completion of any insurance forms.
- I. Effective January 1, 2013, any drug or medicine that can be purchased without a prescription with the exception of insulins, nitrates, vaccines, antifungals and epinephrine kits for the treatment of anaphylaxis (e.g. EpiPen).

## VII. Limitations

- A. Syringes, disposable syringes and needles, diabetic testing agents and insulin are paid at a reasonable, usual and customary suggested retail price.
- B. Injectables or medicine injected by a physician are paid for at the cost of the injectable medicine only.
- C. 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 is approved by the carrier as a covered durable medical equipment expense under the Prosthetic Appliance and Durable Medical Equipment Expense Benefits set forth in exhibit V.
- D. 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.

## EXHIBIT VIII

### LONG TERM CARE FACILITY EXPENSE BENEFITS

The company shall continue its arrangements to make available the supplementary coverage for Long Term Care Facility expense benefits provided under section 1 (a) (6) of the H-S-M-D-D-V program of appendix 'R' to the Collective Agreement.

Benefits will be provided for the patient co payment expense for each day an insured person resides in a Long Term Care Facility, as an approved resident as determined under the Long Term Care Act 1994, as amended or replaced. The benefit payment under such coverage for the patient co-payment expense of an approved Long Term Care Facility shall be as follows:

- For residents who enter a Long Term Care Facility prior to January 1, 2006, the benefit payment will be the difference between the daily allowance paid to the Long Term Care Facility by the Province of Ontario for a standard ward room and the

Long Term Care Facility's daily charge up to the semi-private rate, if such accommodation is occupied.

- For residents who enter a Long Term Care Facility between January 1, 2006 and December 31, 2008, the benefit payment will be the difference between the daily allowance paid to the Long Term Care Facility by the Province of Ontario for a standard ward room and the Long Term Care Facility's daily charge to a maximum of \$1,724.32 per month regardless of the type of accommodation occupied.
- For residents who enter a Long Term Care Facility between January 1, 2009 and December 31, 2010, the benefit payment will be the difference between the daily allowance paid to the Long Term Care Facility by the Province of Ontario for a standard ward room and the Long Term Care Facility's daily charge to a maximum of \$1,543.95 per month regardless of the type of accommodation occupied.
- For residents who enter a Long Term Care Facility between January 1, 2011 and December 31, 2013, the benefit payment will be the difference between the daily allowance paid to the Long Term Care Facility by the Province of Ontario for a standard ward room and the Long Term Care Facility's daily charge to a maximum of \$1,200.00 per month regardless of the type of accommodation occupied.
- For residents who enter a Long Term Care Facility on or after January 1, 2014, the benefit payment will be the difference between the daily allowance paid to the Long Term Care Facility by the Province of Ontario for a standard ward room and the Long Term Care Facility's daily charge to a maximum of \$800.00 per month regardless of the type of accommodation occupied.

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



## EXHIBIT IX PARAMEDICAL COVERAGE

### I. Company Arrangements

The Company shall arrange, effective October 1, 2002, to make available a Paramedical Benefit as set forth in this Exhibit as follows:

### II. Enrollment Classifications

Paramedical Benefits coverage for an eligible employee, retired employee or surviving spouse shall include coverage for dependents as they are defined in Section 1(b) of the H-S-M-D-D-V Program.

### III. Description of Benefits

Paramedical Benefits will be payable, subject to conditions herein. Annual maximums will be based on a calendar year from January 1st to December 31st.

### IV. Definitions

As used herein:

- (A) "physician" means any licensed doctor of medicine legally qualified to practice medicine;
- (B) "Practitioner of Chiropractic" means a provincially licensed Doctor of Chiropractic (D.C.);
- (C) "Practitioner of Podiatry" means provincially licensed Doctor of Podiatric Medicine (D.P.M.);
- (D) "Practitioner of Chiropody" means a provincially licensed chiropodist holding a diploma in Chiropody (D.Ch.) or equivalent;
- (E) "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;
- (F) "Registered Massage Therapist" means one who is accredited and registered with the appropriate provincial licensing board

for massage therapists and a graduate of a recognized school of massage therapy; and

- (G) "covered person" means the eligible employee, retired employee, eligible surviving spouse and their eligible dependents.
- (H) "Physiotherapist" means one who is accredited, registered and a member in good standing with the appropriate provincial licensing board for physiotherapists.
- (I) **"Occupational Therapist" means one who is accredited, registered and a member in good standing with the appropriate provincial licensing board for occupational therapists.**

### V. Eligible Benefits and Limitations

- (A) The services (excluding x-rays) of a Practitioner of Chiropractic are an eligible benefit. Chiropractic treatments will be reimbursed at a maximum rate of \$25.00 per visit, to an annual maximum of \$465.00.

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 \$465.00.

- (B) 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. The annual combined maximum is \$325.00 per benefit year per covered person.
- (C) The services of a Doctor of Naturopathy (N.D.) are an eligible benefit and will be reimbursed at a maximum of \$25.00 per visit. The annual maximum is \$325.00 per benefit year per covered person.

- (D) The services of a Registered Massage Therapist are an eligible benefit, when prescribed by a physician and will be reimbursed at a maximum of \$45.00 per visit, to an annual maximum of \$200.00 per benefit year per covered person.
- (E) Effective January 1, 2017, the services of a Registered Physiotherapist are an eligible benefit when prescribed by a physician and will be reimbursed at a maximum of \$50.00 per visit, to an annual maximum of \$200.00 per benefit year per covered person. Benefits will be coordinated with those provided by provincial health plans where applicable, and will not be provided where available under a provincial plan.
- (F) **Effective January 1, 2021, the services of an Occupational Therapist are an eligible benefit when prescribed by a physician for dependent children suffering from physical, mental or cognitive disorders, and when not covered through the applicable provincial healthcare plan, up to an annual maximum benefit of \$500.00 per year.**

**VI. Exclusions**

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

- (A) for remedies, supplies, vitamins, herbal medications or preparations;
- (B) where the service is necessary as a 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
- (C) if the covered person is a resident of a long term care facility, unless such services otherwise provided by the long term care facility has been exhausted.

**EXHIBIT X  
EXTENDED HEALTH CARE SERVICES**

**I. Company Arrangements**

The Company shall make available Extended Health Care Services as set forth in this Exhibit as follows:

**II. Enrollment Classifications**

Extended Health Care Services coverage for an eligible employee, retired employee or surviving spouse shall include coverage for dependents as they are defined in Section 1(b) of the H-S-M-D-D-V Program.

**III. Description of Benefits**

Extended Health Care Services will be payable subject to conditions herein. Any failure to comply with any of the conditions herein may result in non-payment of a claim.

**IV. Eligible Benefits and Limitations**

- (A) Out-of-Province Coverage – Supplementary coverage is provided to pay physicians, or to reimburse patients, for covered medical-surgical and hospital expenses incurred under certain circumstances outside the patient's province of residence. "Covered services" are those medical-surgical services for which a fee is scheduled under the fee schedule for the provincial medical-surgical plan and those hospital services for which a benefit is provided under the ward coverage of the provincial hospital.

Benefits are provided under such coverage upon submission of proof satisfactory to the Insurer that a member received covered services out of the province of his/her residence because of:

- (i) accidental injury or emergency medical-surgical services, or
- (ii) referral for medical-surgical care by the member's attending physician.

The benefit payment for covered medical-surgical expenses incurred equals the fee charged for such services less the fee scheduled under the provincial medical-surgical 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 provincial and supplementary hospital plans.

- (B) Special Assistance for Out-of-Province Claims – World Access Canada, an international medical service organization, is retained by the carrier to provide special assistance regarding facilitating claims payment and funds transfers to a provider (i.e. physician, hospital or clinic) for hospital, surgical, medical services covered under the patient's out-of-province hospital, surgical, medical expense benefits plan and provincial health insurance plan. Such assistance will provide that the payment for such covered medical services to the provider will be guaranteed by the carrier when the provider or covered patient calls a pre-arranged toll-free number. In cases where a provider will not agree to bill the patient's out-of-province hospital, surgical, medical expense benefit 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 submissions by the patient.

Insured persons are encouraged to contact World Access Canada whenever possible prior to incurring hospital, surgical, medical expenses so that patients can confirm that the services they are requesting will be covered medical expenses under the out-of-province plan. A multilingual World Access Canada assistance specialist can provide direction to the best available medical facility or physician that can provide the appropriate care. In serious medical cases, the World Access Canada physician will provide case management (i.e. the physician will follow the patient's medical progress to ensure

that he/she is receiving the best available medical treatment and keep in constant communication with the patient's family, family physician and the treating physician). Patients who are hospitalized for treatment of an accidental injury or a medical emergency are advised to contact World Access Canada if their in-hospital treatment will continue beyond 5 days so that the World Access Canada physician can consult with the treating physician and the patient's family physician and can 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 physician 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.

Reimbursement will be provided (to a maximum of \$1,000.00) 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.

- (C) Ambulance Services – Land Ambulance: When it is medically essential 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, and the patient's Provincial Government Health Insurance Plan makes a payment towards the cost, if available, a benefit will be provided for the patient co-payment charge, if any, up to the usual, reasonable and customary rate, as determined by the carrier, for the area where the service was received.

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, a benefit will be provided for the amount charged to the patient and, when necessary, for the air fare of an accompanying medical attendant as well as the air fare of an accompanying spouse, provided that:

- (1) there is a demonstrated 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) the patient's Provincial Government Health Insurance Plan makes a payment towards the cost, if available;
  - (4) medical reports or certificates from both the dispatching and receiving physicians are submitted; and
  - (5) proof of payment including air ticket vouchers or air charter invoices are submitted.
- (D) Nursing Services – When there is a clear medical necessity for the nursing services of a registered nurse (RN) or a registered practical nurse (RPN), a benefit will be provided for the amount charged to the patient for such services for up to six (6) hours per day, provided that:
- (1) 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:
    - a. the level of nursing skill required;
    - b. the amount of time in each day required for nursing services; and
    - c. the approximate length of time that nursing services are required.
  - (2) The RN or RPN is not a relative.
  - (3) The RN or RPN is currently registered with the appropriate nursing association when the services are performed.
  - (4) The patient is not in an institution (i.e. hospital, long term care facility, etc.).

- (5) The rate charged for nursing care does not exceed the usual and customary charges for the applicable geographic area.
- (6) All applicable provincial or federal government assistance (based on age, disability, income, etc.) is applied for.

In determining the necessity for the nursing services and to ensure all available co-ordination with government programs the carrier will undertake an independent nursing services assessment.

- (E) Personal Support Worker – A Personal Support Worker (PSW) commonly known as a homemaker or health care aid, is an eligible benefit when prescribed by a physician and only when used in conjunction with the Nursing Services benefit referenced in (D) above, provided that:
- (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 \$25.00 per hour to a maximum of five (5) hours per week.

Benefits reimbursed under sections (D) and (E) above will be limited to a total annual maximum of \$12,000.00. Should any covered person reach the annual maximum of \$12,000.00 provided above for nursing services and personal support worker, their coverage will be continued at up to two (2) hours a day for the nursing services of a Graduate Registered Nurse (RN).

- (F) Nutritional Supplements – In cases where it is medically necessary due to illness or a concomitant medical condition, nutritional supplements are a covered benefit when these products are 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:

- (1) The individual must have an oropharyngeal or gastrointestinal disorder resulting in oesophageal dysfunction or dysphagia (i.e. neuromuscular disorder); or
- (2) The individual must have a maldigestion or malabsorption or significant stomach failure where food is not tolerated (i.e. pancreatic insufficiency); or
- (3) 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 \$500.00 per year and available only when the individual would qualify for the Nursing Services benefit. All applicable Provincial and Federal government assistance must be 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 to 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.

- (G) Speech Therapy – 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. The annual maximum for such therapy is limited to \$1,100.00 per participant, and shall include reimbursement of a one-time only initial assessment fee, to a maximum of \$125.00.

The benefit does not include the cost of subsequent hearing aid tests, other assessment tools, any supplies, handbooks, tapes, forms, reports or follow-up correspondence.

- (H) Psychologist Services – In cases where an employee or eligible dependent requires counselling services for personal, family or marital problems, a benefit will be provided toward this service.

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 psychologist, psychotherapist or a Master of Social Work will be reimbursed at a rate of \$50.00 per visit. The annual maximum is \$625.00 per benefit year per participant. Effective January 1, 2017, the annual maximum is \$650.00 per benefit year per participant. **Effective January 1, 2021, this benefit will be reimbursed at a rate of \$75.00 per visit per participant to an annual maximum of \$700.00 per benefit year per participant.**

For eligible dependent children, a psychological assessment performed by a registered clinical psychologist may be reimbursed to a maximum of three (3) per lifetime, to a maximum of \$500.00 per assessment. 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.

The benefit is provided only for counselling, and psychological assessment, and is not intended to cover the costs of any forms, reports other than **the** psychological assessment, or follow up correspondence.

- (I) Prostate-Specific Antigen (PSA) testing – reimbursement will be provided towards the cost PSA testing to a maximum of \$15.00 per test, for covered male persons age fifty (50) and older.
- (J) **Medical Marijuana - In cases where it is medically necessary due to illness or a concomitant medical condition, medical marijuana is a covered benefit when prescribed by a physician. The following conditions must be met prior to approval:**

- (1) **The individual must be 25 years of age or over;**

- (2) The individual must have chronic neuropathic pain or spasticity due to multiple sclerosis or nausea due to cancer chemotherapy; and
- (3) It is deemed to be a last resort treatment for the above.

**This benefit will be limited to an annual maximum of \$500.00 per benefit year per plan participant.**

## LETTERS - H-S-M-D-D-V

November 4, 1979

Mr. Robert White  
UAW Director for Canada and  
International Vice President  
International Union, United Automobile,  
Aerospace and Agricultural Implement  
Workers of America  
205 Placer Court  
Willowdale, Ontario  
M2H 3H9

Dear Sir:

With reference to section 1 of the H-S-M-D-D-V Program, the term "eligible dependents as defined in the said Plans" shall include for purposes of the H-S-M-D-D-V Program, "children under 25 years of age, or at any age if totally and permanently disabled, who are unmarried, legally residing with and dependent on the employee and must either qualify in the current year as a dependent under the Canadian Income Tax Act for establishing the employee's withholding tax exemptions or have been reported as a dependent on the employee's most recent income tax return".

This undertaking reflects the provisions of the Minutes of Settlement dated January 22, 1965 which were implemented by the company effective November 1, 1966.

Yours very truly,  
S.J. Surma  
Vice President,  
Industrial Relations

November 4, 1979

Mr. Robert White  
UAW Director for Canada and  
International Vice President  
International Union, United Automobile,  
Aerospace and Agricultural Implement  
Workers of America  
205 Placer Court  
Willowdale, Ontario  
M2H 3H9

Dear Sir:

As we discussed during negotiations, it is agreed that the following procedure will govern continued insurance coverage for employees on union leave:

#### Local Union Leave

The company will continue the practice of maintaining all group insurance and Hospital-Surgical-Medical-Drug-Vision-Hearing Aid coverages for an employee and his eligible dependents while he is on approved leave of absence for the purpose of fulfilling his responsibilities as President or as Financial Secretary-Treasurer of his local union. The company will pay the appropriate premiums. Such an employee, while on an approved local union leave, may continue Dental Expense coverage for the duration of the approved local union leave.

The amount of insurance, established at the commencement of his leave, will be upgraded according to the insurance amounts which would be applicable to his regular hourly wage rate were he working in the plant. The upgrading takes place following contract negotiations, and incorporates any new benefits which may be applicable, and thereafter as of the dates set out in section 5 of the program to redetermine the correct amounts of insurance applicable to each employee on such leave.

#### Employees on Leave to Work for the International Union

The present practice will be continued whereby an employee on approved leave of absence to work for the International Union will be allowed to maintain his Life, Accidental Death and Dismemberment Insurance and Survivor Income Benefits Insurance and Hospital-Surgical-Medical-Drug-Vision-Hearing Aid coverages (but not dental expense coverage) by paying the contributions outlined in the Program.

The amount of insurance, established at the commencement of his leave, will be upgraded according to the insurance amounts which would be applicable to his regular hourly wage rate were he working in the plant. The upgrading takes place following contract negotiations, and incorporates any new benefits which may be applicable, and thereafter as of the dates set out in section 5 of the program to redetermine the correct amounts of insurance applicable to each employee on such leave.

Yours very truly,  
S.J. Surma  
Vice President,  
Industrial Relations

November 4, 1979

Mr. Robert White  
UAW Director for Canada and  
International Vice President  
International Union, United Automobile,  
Aerospace and Agricultural Implement  
Workers of America  
205 Placer Court  
Willowdale, Ontario  
M2H 3H9

Dear Sir:

As discussed during negotiations the company agrees to furnish annually the following data for hospital-surgical-medical-drug coverages:

1. data as to the number of employees, retired employees and surviving spouses with hospital-medical-surgical-drug expense coverages provided at company expense by enrollment classification and local plan area, during a representative month in the preceding calendar year;
2. presumptive premium or subscription rate for the ensuing year by enrollment classification, by local plan area;
3. presumptive premium or subscription rates for the ensuing year for sponsored dependents, if applicable, by local plan area.

Yours very truly,  
S.J. Surma  
Vice President,  
Industrial Relations

November 4, 1979

Mr. Robert White  
UAW Director for Canada and  
International Vice President  
International Union, United Automobile,  
Aerospace and Agricultural Implement  
Workers of America  
205 Placer Court  
Willowdale, Ontario  
M2H 3H9

Dear Mr. White:

This is to confirm the understanding given during 1976 negotiations as to the implementation of section 1 (d) and section 8 of the H-S-M-D-D-V Program set out in Appendix 'R'.

The company undertakes that the options available to provide for coordination of benefits with respect to Hospital Surgical Medical Drug Dental Vision Hearing Aid Expense Benefits or to provide a plan of Hospital Surgical Medical Drug Dental Vision Hearing Aid Expense Benefits supplementary to such government benefits or substitute a plan of Hospital Surgical Medical Drug Dental Vision Hearing Aid Expense Benefits for such government benefits will not be exercised except by mutual agreement between the company and the union.

Yours very truly,  
S.J. Surma  
Vice President,  
Industrial Relations

Concur: Robert White,  
UAW Director for Canada and  
International Vice President



October 10, 1982

Mr. R. White  
UAW Director for Canada and  
International Vice President  
International Union, United Automobile,  
Aerospace and Agricultural Implement  
Workers of America  
205 Placer Court  
Willowdale, Ontario  
M2H 3H9

Dear Sir:

Where permitted by Green Shield Prepaid Services Inc., The Excelsior Life Insurance company, or their affiliates, and Ontario Health Insurance Plans, under the policies or contracts under which the employee is covered, the company may permit an employee to elect hospital, medical, prescription drug, vision, hearing aid coverages (but not dental expense coverage) for a dependent other than those presently provided for, who is related to the employee by blood or marriage or a member of his household, dependent upon the employee for more than half of his support as defined in the Canadian Income Tax Act and must either qualify in the current year as a dependent under the Canadian Income Tax Act for establishing the employee's withholding tax exemptions or have been reported as a dependent on the employee's most recent Income Tax return.

Coverages provided under this letter for a 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 section 2(e) and section 4(d).

The employee or surviving spouse as applicable shall pay the entire cost of coverage for such dependents.

Yours very truly,  
S.J. Surma  
Vice President,  
Industrial Relations

October 10, 1982

Mr. R. White  
UAW Director for Canada and  
International Vice President  
International Union, United Automobile,  
Aerospace and Agricultural Implement  
Workers of America  
205 Placer Court  
Willowdale, Ontario  
M2H 3H9

Dear Sir:

During prior negotiations, the union members of the Insurance Subcommittee requested that we provide you with a letter relative to retroactive hospital-surgical-medical-drug-dental-vision-hearing aid coverages for surviving spouses and their eligible dependents.

Subject to the regulations of the applicable plan the company will attempt to arrange with Ontario Health Insurance Plan, Green Shield Prepaid Services Inc., and The Excelsior Life Insurance company, or their affiliates, to provide retroactive coverage in accordance with the following:

1. Coverage for the eligible surviving spouses and their eligible dependents referred to in section 2(e) of the Insurance Program, not enrolled for coverage following the date the employee or retired employee dies, will be effective retroactive to the date coverage would have been effective if enrollment had occurred at the proper time; however, the retroactivity may not exceed twelve months from the date the enrollment actually occurred, and in no event may such retroactive coverage be effective prior to the date the survivor became eligible for coverage under the agreement.
2. The company will pay the group premium or subscription charges due for all retroactive coverage referred to above.

Yours very truly,  
S.J. Surma  
Vice President,  
Industrial Relations

October 10, 1982

Mr. R. White  
UAW Director for Canada and  
International Vice President  
International Union, United Automobile,  
Aerospace and Agricultural Implement  
Workers of America  
205 Placer Court  
Willowdale, Ontario  
M2H 3H9

Dear Mr. White:

This will confirm our understanding reached during these negotiations with respect to employees or retired employees receiving services through approved residential substance abuse treatment facilities.

The company shall make arrangements to provide coverage for the payment of any daily charge levied on an employee or a retired employee who is under treatment for alcohol abuse in a residential substance abuse treatment facility which has been approved by the company Medical Director. Benefits will be provided under such coverage only for employees who are actively involved in the Ford-UAW substance abuse program and are admitted to a treatment facility on the recommendation of the company Medical Director.

The payment of such benefits will be contingent upon the employee's or retired employee's successful completion of required treatment.

Yours very truly,  
S.J. Surma  
Vice President,  
Industrial Relations

Concur: R. White

October 5, 1987

Mr. R. White  
National President  
National Automobile, Aerospace  
and Agricultural Implement  
Workers Union of Canada (CAW-Canada)  
205 Placer Court  
Willowdale, Ontario  
M2H 3H9

Dear Mr. White:

In the event of the introduction of new or expanded provincial or federal programs providing dental benefits generally similar to those provided under Appendix 'R' to the Collective Agreement, the following principles will apply with respect to section 8 of the H-S-M-D-D-V Program in Appendix 'R':

1. The company will maintain the current negotiated level of dental benefits as nearly equal as practicable through supplementation, if necessary.
2. Commencing with the date any such dental benefits become available and continuing through September, 1990, the company will pay to the appropriate agency providing benefits any required direct premiums for eligible employees or dependents for such dental benefits up to the level of the benefits provided under Appendix 'R'.

Yours very truly,  
FORD MOTOR COMPANY  
OF CANADA, Limited  
D. J. McKenzie  
Vice President,  
Industrial Relations

Concur: R. White

September 24, 1990

Mr. R. White  
National President  
National Automobile, Aerospace and  
Agricultural Implement Workers  
Union of Canada (CAW-Canada)  
205 Placer Court  
Willowdale, Ontario  
M2H 3H9

Dear Mr. White:

During the recent negotiations, the union expressed concern that employees and their eligible dependents did not have current information on their dental benefit utilization during a Plan year.

The company agreed to ask the dental expense benefit carrier to show Plan year-to-date benefit payments on the explanation of benefits accompanying each benefit payment.

Yours very truly,  
FORD MOTOR COMPANY  
OF CANADA, Limited  
D. J. McKenzie  
Vice President,  
Employee Relations

Concur: R. White

September 24, 1990

Mr. R. White  
National President  
National Automobile, Aerospace and  
Agricultural Implement Workers  
Union of Canada (CAW-Canada)  
205 Placer Court  
Willowdale, Ontario  
M2H 3H9

Dear Mr. White:

During the recent negotiations considerable discussion took place concerning advantages to the parties of having a annual meeting with the union benefit representatives and the company benefit representatives in attendance.

The purpose of the meeting would be mainly for educational purposes and would cover such topics as, but not be limited to, new legislation, new or updated procedures as they affect the negotiated benefits, and other matters that would improve the knowledge and proficiency of the benefits representatives.

The national union will be given the opportunity to review the agenda, and make necessary recommendations, as well as attend and participate in the proceedings.

In this connection, the company has agreed to provide pay for lost time (eight hours base pay rate plus COLA) to union benefit representatives who attend the annual meeting. The employee who has been designated as the regular replacement for the union benefit representative may be activated for the day the benefit representative attends the annual benefit meeting.

Yours very truly,  
FORD MOTOR COMPANY  
OF CANADA, Limited  
D. J. McKenzie  
Vice President,  
Employee Relations

Concur: R. White

October 18, 1993

Mr. B. Hargrove  
National President  
National Automobile,  
Aerospace and Agricultural Implement  
Workers Union of Canada (CAW-Canada)  
205 Placer Court  
Willowdale, Ontario  
M2H 3H9

Dear Mr. Hargrove:

During these negotiations, the parties renewed their commitment for the company-union committees defined in exhibit II of the HSMDDV Program and section 20 of the Group Life and Disability 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. These activities may also include the implementation of pilot programs to improve the functioning of the programs and reduce costs under the Group Life and Disability Insurance and the HSMDDV Programs.

The HSMDDV Program coverages to be discussed may include, but will not be limited to, the following:

- Study and evaluate mail order pharmacy arrangements and, if mutually acceptable, implement a pilot program that will give employees, retired employees and surviving spouses an option to purchase their drugs through a mail order pharmacy without the requirements of a co-pay.
- Consider implementing alternative systems for the delivery of benefits such as dental capitation plans and preferred provider organizations.
- Study and evaluate the CAW Medication Awareness Pilot Program in St. Catharines and the Sunnybrook Hospital Program to determine the feasibility of developing and implementing a similar program specifically for Chrysler employees and retirees.
- 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 employee's Drug Plan.

- Study the proposed Ontario long term care program which includes alternatives to extended care in nursing homes and homes for the aged.
- Study and evaluate the concept of a flat fee schedule for vision care benefits, in place of the current vision program utilizing participating providers.
- Meet with the carrier to discuss the implementation of a mutually acceptable third party adjudication process when the dental consultant and practitioner do not agree on an alternate dental procedure.

The Group Life and Disability Insurance Programs topics which may be discussed shall include;

- The integration of Accident and Sickness benefits with the Unemployment Insurance disability benefits.
- A method of encouraging employees in receipt of EDB benefits and/or disability retirement benefits to reapply to Canada Pension Plan when initially denied disability benefits.
- Meet with London Life for the purpose of ensuring timely S&A payments and to discuss possible revisions to the supplementary form in an effort to reduce the frequency of the requests.

The parties agree that the company-union committees will begin discussions on these issues as soon as practical after negotiations and will meet no less frequently than three times each year.

Yours very truly,  
D. J. McKenzie  
Vice President,  
Employee Relations

Concur: B. Hargrove

November 11, 1996

November 11, 1996

Mr. B. Hargrove  
National President  
National Automobile,  
Aerospace, Transportation and General  
Workers of Canada (CAW-Canada)  
205 Placer Court  
Willowdale, Ontario  
M2H 3H9

Dear Mr. Hargrove:

This will confirm our understanding with respect to prescription drug coverage for employees, retired employees, surviving spouses and their eligible dependents who are age 65 or older.

Prescription drug benefits for residents of Ontario who are age 65 or older are available without cost to the individual under the Ontario Drug Benefit Program. It is understood that Ontario residents age 65 or older who are eligible for prescription drug coverage under the H-S-M-D-D-V Program shall be required to present their prescriptions for dispensing under the Ontario Drug Benefit Program. Benefits as outlined under exhibit VIII of the H-S-M-D-D-V Program shall continue to be provided for covered prescription drug expenses to the extent that benefit coverage for such expenses is not available under the Ontario Drug Benefit Program.

Yours very truly,  
D. J. McKenzie  
Vice President,  
Employee Relations

Mr. B. Hargrove  
National President  
National Automobile, Aerospace,  
Transportation and General Workers  
Union of Canada (CAW-Canada)  
205 Placer Court  
Willowdale, Ontario  
M2H 3H9

Dear Mr. Hargrove:

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.
- Participants 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 participant's physician to a covered drug.
- Participants 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 very truly,  
FORD MOTOR COMPANY  
OF CANADA, Limited  
D. J. McKenzie  
Vice President,  
Employee Relations

October 7, 2002

Mr. B. Hargrove  
National President  
National Automobile, Aerospace,  
Transportation and General Workers  
Union of Canada (CAW-Canada)  
205 Placer Court  
Willowdale, Ontario  
M2H 3H9

Dear Mr. Hargrove:

This will confirm our understanding reached during 2002 negotiations with respect to carriers for health care coverages provided for hourly employees in the Province of Ontario.

It was agreed that the company shall continue arrangements with Green Shield Canada to be the carrier for the Prescription Drug Benefits, Semi-Private Hospital Accommodation Benefit, Out of Province Coverage, Prosthetic Appliance and Durable Medical Equipment Expense Benefits Program, and Long Term Care Facility Expense Benefits for hourly employees in the Province of Ontario.

Effective January 1, 2003, or as soon as practicable thereafter, the Company will arrange to change the carrier for the Dental Expense Benefits Program, Vision Expense Benefits Program and Hearing Aid Expense Benefits Program for hourly employees in the Province of Ontario to Green Shield Canada.

Yours very truly,  
FORD MOTOR COMPANY  
OF CANADA, Limited  
T. P. Hartmann  
Vice President,  
Human Resources

September 19, 2005

Mr. B. Hargrove  
National President  
National Automobile, Aerospace,  
Transportation and General Workers  
Union of Canada (CAW-Canada)  
205 Placer Court  
Toronto, Ontario  
M2H 3H9

Dear Mr. Hargrove:

During 2005 negotiations, the union requested that employees be provided with a plasticized Green Shield Canada benefit identification card to replace their current paper card.

The company agreed to explore with Green Shield Canada the feasibility of providing employees with a more durable card.

Yours very truly,  
FORD MOTOR COMPANY OF  
CANADA, Limited  
Stacey Allerton Firth  
Vice President,  
Human Resources

September 19, 2005

Mr. B. Hargrove  
National President  
National Automobile, Aerospace,  
Transportation and General  
Workers Union of Canada (CAW-Canada)  
205 Placer Court  
Toronto, ON  
M2H 3H9

Dear Mr. Hargrove:

During 2005 negotiations, the parties discussed the federal and provincial governments' agreement to develop a National Pharmaceuticals Strategy (NPS). This strategy may precipitate many changes in government drug plan administration policies, for example those related to catastrophic coverage and managing drug costs.

The company and the union realize that the results of this and other federal and provincial initiatives may have effects, both positive and negative, on the cost of funding prescription drug benefits. The changes may occur during the course of the current contract and the details of the changes and the magnitude of any change in cost cannot be predicted.

In view of this uncertainty, the company and the union agree to work with Green Shield Canada as the nature and impact of any changes 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 very truly,  
FORD MOTOR COMPANY OF  
CANADA, Limited  
Stacey Allerton Firth  
Vice President,  
Human Resources

September 19, 2005

Mr. B. Hargrove  
National President  
National Automobile, Aerospace,  
Transportation and General  
Workers Union of Canada (CAW-Canada)  
205 Placer Court  
Toronto, ON  
M2H 3H9

Dear Mr. Hargrove:

During 2005 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, Green Shield Canada 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 very truly,  
FORD MOTOR COMPANY OF  
CANADA, Limited  
Stacey Allerton Firth  
Vice President,  
Human Resources

September 24, 2012

Mr. K. Lewenza  
National President  
National Automobile, Aerospace,  
Transportation and General  
Workers Union of Canada (CAW-Canada)  
205 Placer Court  
Toronto, ON  
M2H 3H9

Dear Mr. Lewenza:

During 2012 negotiations, the Union and the Company agreed that a health care trust may be established to provide retiree health care benefits for employees hired on or after September 24, 2012. The Company will make specified hourly contributions towards such retiree health care beginning only after the new hire has grown in to the full current hourly base rate. The contributions will be phased in over a number of years to be agreed to by the Union and the Company to a maximum of \$1.00 per compensated hour (up to 2,080 hours per year). Such employees will receive no health care benefits (eg. hospital, surgical, medical, drug, dental, vision, hearing aid, paramedical, extended health care services and provincial medical) from the Company. Coverage will be maintained by the Company under the Group Life Insurance, Optional Dependent Life Insurance and the Dependent Scholarship programs, where applicable.

The mechanisms and details of how the retiree health care contributions will be administered will be agreed to by the Union and the Company before the first contribution comes into effect. Beyond these defined hourly contributions, there will be no liability incurred by the Company for retiree health benefits for these employees. The parties agree that tax implications to the Company will be considered when determining the process by which the health care contributions are made.

Yours very truly,  
FORD MOTOR COMPANY  
OF CANADA, Limited  
Stacey Allerton  
Vice President,  
Human Resources



November 7, 2016

Mr. J. Dias  
National President  
Unifor  
205 Placer Court  
Toronto, Ontario  
M2H 3H9

Dear Mr. Dias:

During 2016 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 Group Manager, Pension and Benefits of Ford Motor Company of Canada in a timely manner, for immediate implementation.

If both parties mutually agree that the new policies are practical, the policies will be adopted as part of the H-S-M-D-D-V Program set out in Appendix R.

Yours very truly,  
FORD MOTOR COMPANY  
OF CANADA, Limited  
Steve Majer  
Vice President,  
Human Resources

November 7, 2016

Mr. J. Dias  
National President  
Unifor  
205 Placer Court  
Toronto, Ontario  
M2H 3H9

Dear Mr. Dias:

During 2016 negotiations, the company and the union discussed implementation of the new preferred pharmacy network provision for specialty drugs. The union raised concerns around plan members inadvertently purchasing a specialty drug at a non-participating pharmacy. The company agreed to review any such incidents with the intent to work to resolve such concerns in a mutually satisfactory manner.

Yours very truly,  
FORD MOTOR COMPANY  
OF CANADA, Limited  
Steve Majer  
Vice President,  
Human Resources

September 28, 2020

Mr. J. Dias  
National President  
Unifor  
205 Placer Court  
Toronto, Ontario  
M2H 3H9

Dear Mr. Dias:

During 2020 negotiations, the Company and the Union discussed the timing of notification to the Union Benefit Council Chairperson of benefit eligibility audits. The Company agreed to notify the Union Benefit Council Chairperson of Employee, Retiree and Dependent benefit eligibility audits no later than one (1) month prior to the commencement of such audit.

Yours very truly,  
FORD MOTOR COMPANY  
OF CANADA, Limited  
R.J. Kantautas  
Vice President,  
Human Resources

Concur: J. Dias

September 28, 2020

Mr. J. Dias  
National President  
Unifor  
205 Placer Court  
Toronto, Ontario  
M2H 3H9

Dear Mr. Dias:

During 2020 negotiations, the parties discussed the retiree healthcare contributions that were negotiated in 2012 for employees hired on or after September 24, 2012.

Contributions will begin for non-skilled trade employees once they have reached the prevailing base wage rate. Contributions will begin for skilled trade employees once they have attained eight (8) years of service.

It was agreed that these contributions will be phased in over a further 4 years as follows:

- \$0.50/hr contribution in Year 1,
- \$0.50/hr contribution in Year 2,
- \$0.75/hr contribution in Year 3 and,
- \$1.00/hr contribution in Year 4+

These retiree healthcare contributions will be phased in retroactively for any non-skilled trade employee that has attained the prevailing base wage rate or for any skilled trade employee that has attained eight (8) years of service as of September 28, 2020.

Yours very truly,  
FORD MOTOR COMPANY  
OF CANADA, Limited  
R.J. Kantautas  
Vice President,  
Human Resources

September 28, 2020

Mr. J. Dias  
National President  
Unifor  
205 Placer Court  
Toronto, Ontario  
M2H 3H9

Dear Mr. Dias:

In 2020 negotiations, the union and the company discussed the retiree healthcare contribution for employees hired on or after September 24, 2012 provided for in the collective agreement and the mechanisms to administer such contributions.

The parties agreed to meet within 6 months of ratification of the collective agreement to explore the feasibility of the union establishing and administering an Employee Life and Health Trust (the "Trust") to administer such contributions by the company, including considering and addressing the following concerns of the company and any further concerns that may be identified by the company during the course of exploring the feasibility:

- That the Trust would meet all requirements of the Income Tax Act (Canada) (the "ITA") in order to qualify as an Employee Life and Health Trust under section 144.1 of the ITA
- That the company's obligation would be limited to making the new hire retiree healthcare contributions provided for in the collective agreement (the "Contributions") to the Trust
- That the ITA permits the union and 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 would have no obligations with respect to the Trust other than the Contributions, including but not limited to, administrative, legal or fiduciary
- That the ITA permits the company to deduct the Contributions paid by the company to the Trust without regard to the administration of the Trust

- That the ITA permits all benefits paid out to former employees or their spouses to be received tax free
- That the Trust would be solely and exclusively responsible for all retiree healthcare benefits
- That the Contributions paid by the Company to the Trust would be used solely and exclusively to provide retiree health care benefits for employees hired on or after September 24, 2012
- That the union would provide agreement on its own behalf and on behalf of its members, that the company would not in any way be liable for any deficit in the Trust or required to make any additional payments to the Trust or required to pay any retiree health benefits to those covered by the Trust and that 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
- That any surplus in the Trust is to be retained within the Trust
- That the union would be responsible for the establishment, independent administration, and auditing of the Trust and ensuring the Trust maintains proper legal standing and complies with all applicable legal requirements, and the union obtaining any necessary regulatory approvals or rulings from the Canadian 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 providing such to the company for its review
- That the Trust provides to the company annual audited financial statements
- That the company is not required to incur any expenses associated with the Trust, including but not limited to tax, actuarial, legal, or consulting
- That the union will indemnify the company with respect to the Trust, including but not limited to the administration and provision of retiree healthcare benefits by the Trust

It is understood that any commitment made in the future by the company to use and make Contributions into the Trust would be conditional on resolution to the Company's satisfaction, at minimum, of the items outlined above, including but not limited to:

- the Trust qualifying as an Employee Life and Health Trust under the ITA
- the benefits under the Trust being agreed to by the Company and qualifying as designated employee benefits under the ITA
- all Contributions to the Trust being deductible by the Company under the ITA without regard to the administration of the Trust
- the ITA permitting the Trust and the union 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
- the parties agreeing that a Trust is feasible and meets the needs of both parties
- the parties entering into appropriate agreements with respect to the Trust addressing the points above and
- the acceptability of the Trust established by the union to the company following any required due diligence and investigation by the company.

The parties further acknowledged 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 agree that they will meet again as soon as feasible after such legislative amendment is final to explore the feasibility of the Trust as set out in this letter.

Yours very truly,  
FORD MOTOR COMPANY  
OF CANADA, Limited  
R.J. Kantautas  
Vice President,  
Human Resources

Concur: J. Dias