

# **Supplemental Agreement**

**Covering**

## **GROUP LIFE AND DISABILITY INSURANCE PROGRAM**

**Exhibit B**

**to**

**AGREEMENT**

**Between**

**GENERAL MOTORS OF CANADA COMPANY**

**AND**

**UNIFOR AND**

**UNIFOR LOCAL No. 199**

**UNIFOR LOCAL No. 222**

**UNIFOR LOCAL No. 636**

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

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**EXHIBIT B**  
**CANADIAN**  
**SUPPLEMENTAL**  
**AGREEMENT**

(Group Life and Disability Insurance Program)

**2016 CANADIAN SUPPLEMENTAL  
AGREEMENT GROUP LIFE AND DISABILITY  
INSURANCE PROGRAM**

On this September 20, 2016, General Motors of Canada Company referred to hereinafter as the Company, and Unifor Local No. 222; Unifor Local No. 199; and Unifor Local No. 636, and Unifor, said Local Unions and National Union Unifor being referred to jointly hereinafter as the Union, on behalf of the employees covered by the Collective Bargaining Agreement of which this Supplemental Agreement becomes a part, agree as follows:

**Section 1. Establishment of Program**

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

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

## **Section 2. Financing**

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

(b) The Company by payment of its contributions shall be relieved of any further liability with respect to the benefits provided under the Program.

(c) Company contributions shall be in accordance with this subsection (c) for Life, Extra Accident and Survivor Income Benefit Insurance continued while on layoff pursuant to the provisions of Article III, Section 2(b)(1) of the Program as follows:

(1) In any month during which the employee is continuously laid off for one of the reasons set forth in Article I, Section 2(a) of the Canadian Supplemental Unemployment Benefit Plan attached as Exhibit C-1 to the Agreement between the parties dated September 20, 2016, and with respect to such month receives no earnings from the Company, the Company shall contribute the full cost of continued coverages as set forth in the following Schedule:

SCHEDULE OF INSURANCE CONTINUANCE FOR EMPLOYEES LAID OFF  
IN ACCORDANCE WITH ARTICLE I, SECTION 2(a) OF THE SUB PLAN

Insurance Continuance Based on SUBenefit Entitlement 1		Insurance Continuance Based on Years of Seniority 2	
Maximum Number of Months for Which Coverage Will Be Continued without Cost to Employee 3	Maximum Number of Full Weekly SUBenefits to Which Employee's Credit Units as of Last Day Worked Prior to Layoff Would Entitle the Employee 4	Maximum Number of Months for Which Coverage Will Be Continued Without Cost to Employee 3	Years of Seniority Last Day Worked Prior to Layoff
Column (1)	Column (2)	Column (3)	Column (4)
0	Less than 4	0	Less than 1
1	4 - 7	2	1 but less than 2
2	8 - 11	4	2 but less than 3
3	12 - 15	6	3 but less than 4
4	16 - 19	8	4 but less than 5
5	20 - 23	10	5 but less than 6
6	24 - 27	12	6 but less than 7
7	28 - 31	13*	7 but less than 8*
8	32 - 35	14*	8 but less than 9*
9	36 - 39	15*	9 but less than 10*
10	40 - 43	24	10 and over
11	44 - 47		
12	48 - 52		
13*	53 - 56*		
14*	57 - 60*		
15*	61 - 64*		

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

1 Applicable to an employee at work on or after September 20, 2016.

2 For the purposes of this schedule, Years of Seniority is a defined under Definition (27)(b) of Article VIII of the Canadian Supplemental Unemployment Benefit Plan attached as Exhibit C-1 to the Agreement between the parties dated September 20, 2016.

3 The maximum number of months for which Life, Extra Accident, and Survivor Income Benefit Insurance will be continued without cost to the employee is determined in accordance with Columns (1) and (2) or (3) and (4), whichever provides the greater number of months of coverage. To qualify for more than 12 months (15 months effective November 17, 2002) of coverage without cost, under this Schedule, an employee must have 10 or more Years of Seniority as of the last day worked prior to layoff.

4 If an employee after the employee's last day worked prior to layoff is initially credited during such layoff with Credit Units under the SUB Plan, use the date on which the employee is entitled to be credited with Credit Units



(2) In applying the above schedule, the "Maximum Number of Full Weekly SUBenefits to Which Employee's Credit Units as of Last Day Worked Prior to Layoff Would Entitle the Employee" shall be determined by dividing the number of the employee's Credit Units under the Canadian Supplemental Unemployment Benefit Plan by the number of Credit Units to be cancelled for one SUBenefit in accordance with the Credit Unit Cancellation Table contained in Article III, Section 4 of such Canadian Supplemental Unemployment Benefit Plan, based on the employee's Years of Seniority on the applicable date and the ASL Utilization Percentage in effect as of the last day worked prior to layoff. "The Maximum Number of Months for Which Coverage Will Be Continued Without Cost to Employee" shall commence with the first full calendar month of layoff for which contributions have not been made.

(3) With respect to any period of continuous layoff, changes in an employee's Credit Units, Years of Seniority or the ASL Utilization Percentage subsequent to the date layoff begins shall not change the number of months of Company contributions for which such employee is eligible except as provided for in Column (2) of the Schedule in Section 2(c)(1).

(4) In the event that the Canadian Supplemental Unemployment Benefit Plan, attached as Exhibit C-1 to the 2016 Supplemental Agreement (Canadian Supplemental Unemployment Benefit Plan) of the Collective Bargaining Agreement of which this Agreement is a part, shall be terminated in accordance with its terms prior to the expiration date of such 2016 Supplemental Agreement, Columns (1) and (2) in the Schedule in Section 2(c)(1) shall thereupon cease to have any force or effect.

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

### **Section 3. Company Options**

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

#### **Section 4. Administration**

(a) The general administration of the Program, with respect to the hourly-rate employees of the Company, shall be vested exclusively in the Company.

(b) A Committee composed of an equal number of members designated by the Union and an equal number of members designated by the Company shall be established to study and evaluate the coverages provided under Article II of the Program and to engage in activities that may have high potential for cost savings while achieving the maximum coverage and service for the employees covered for Group Life and Disability Benefits for the money spent for such protection. In the performance of its duties, this Committee shall consult and advise with representatives of carriers providing the Group Life and Disability benefits and services and keep the parties to the Agreement informed with respect to the problems which arise in the operation of such coverages.

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

#### **Section 5. GM-Unifor Impartial Medical Opinion Program Non-Applicability of Collective Bargaining Agreement Grievance Procedure**

Impartial Medical Opinion programs developed in accordance with the Statement of Intent (Impartial Medical Examination Review Procedure) which were designed to provide impartial medical opinion in disputed sickness and accident benefit cases which is final and binding upon the Company, the Union, the insurance company, and the employee, shall continue indefinitely, except that either party to this Agreement has the right to terminate a program effective 90 days after giving written notice of such decision to the other party.

In the event a program is terminated, the administrative practices and procedures in effect prior to the establishment of the program for the plant or geographical area affected will be reinstated until a new arrangement is agreed to by the parties.

Effective January 1, 1977, examinations requested by the insurance company in accordance with Article II, Section 7(e) and Article II, Section 11(e) of the Program shall be performed, whenever possible, by physicians who have been designated as impartial medical examiners in accordance with agreements made between the Company and the Union pursuant to the Statement of Intent (Impartial Medical Examination Review Procedure). The opinion of such an examiner with respect to the existence of total disability as defined in Article II, Section 7(a) or total and permanent disability as defined in Article II, Section 11(a)(2) of the Program shall be final and binding upon the Company, the Union, the insurance company, and the employee.

An employee whose residence is more than sixty-four (64) kilometers one way from the office where a medical examiner will perform an examination will be reimbursed, upon request, at the rate of thirty-two (32) cents per kilometer for kilometers actually driven from such residence to such physician's office and back, using the most direct route available.

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

#### **Section 6. Non-Applicability of Collective Bargaining Agreement Grievance Procedure**

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

**Section 7.** Moved to Article II, Section 5, Amount of Disability Benefits – 2016 Negotiations

**Section 8. Duration of Agreement**

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

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

**Unifor**

**General Motors  
of Canada Company**

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

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

**Unifor**

**General Motors  
of Canada Company**

**Local No. 222, Unifor**

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

T. COSTA  
J. KUYT

**Local No. 199, Unifor**

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

G. VAN HEUVEN  
D. ULCH

**Local No. 636, Unifor**

R. FIGUEIREDO-HERMAN    J. WILSON  
L. GORDON

**EXHIBIT B-1**

**THE GENERAL MOTORS CANADIAN**

**GROUP LIFE AND DISABILITY**

**INSURANCE PROGRAM FOR**

**HOURLY-RATE EMPLOYEES**

## **ARTICLE I**

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

#### **Section 1. Establishment and Effective Date of Program**

**(a) Establishment of Program**

The General Motors Canadian Group Life and Disability Insurance Program for Hourly-Rate Employees, hereinafter referred to as the "Program", will be established either through a self-insured plan or under a group insurance policy or policies issued by an insurance company or insurance companies or by arrangement with a carrier or carriers, as set forth in Article II.

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

The Program set forth herein shall become effective on September 26, 2016, except as otherwise provided.

#### **Section 2. Enrollment Options**

An eligible employee electing to enroll in the Program must complete an application for the coverages in which the employee elects to participate.

An employee may not elect to be insured under Article II without taking all of the coverages (other than Dependent Group Life Insurance or Optional Group Life Insurance) thereunder, provided however, that an employee electing to be insured for Dependent Group Life Insurance or Optional Group Life Insurance must be insured for Group Life Insurance as described in Article II, Section 2.



### **Section 3. Eligibility For and Effective Date of Insurance**

#### **(a) Present Employees**

An employee hired prior to October 1, 2012, shall be eligible, and shall automatically become insured, except as provided in subsection (e) (2) of this Section:

(1) for Group Life, Extra Accident, and Survivor Income Benefit Insurance coverages provided under Article II, on that date or, if later, on the first day of the month next following the month in which employment with the Company commences subsequent to the employee's most recent date of hire, and

(2) for Sickness and Accident and Extended Disability Benefit Insurance coverages provided under Article II, on that date or, if later, on the first day of the fourth month next following the month in which employment with the Company commences subsequent to the employee's most recent date of hire.

#### **(b) New Employees**

(1) An employee hired on or after October 1, 2012, shall be eligible for Group Life, Extra Accident and Survivor Income Benefit Insurance on the first day of the month next following the month in which employment with the Company commences subsequent to the employee's most recent date of hire, and for Sickness and Accident and Extended Disability Benefit Insurance on the first day of the fourth month next following the month in which employment with the Company commences subsequent to the employee's most recent date of hire, or if earlier and in the event the Company otherwise qualifies for a premium reduction under the Employment Insurance Act, the date necessary to retain the Company's eligibility for the Employment Insurance premium rebate.

(2) The provisions of subsection (1) above shall not apply, however, to an employee who loses seniority due to a quit from a location where the employee has insurance in force to become or remain employed at another location. In such case, all insurance under Article II shall become effective on the day next following the date of such loss of seniority,

providing the employee is then on the active employment roll at such other location.

**(c) Rehired Employees**

In determining the eligibility for Group Life, Extra Accident, Survivor Income Benefit, Sickness and Accident and Extended Disability Benefit Insurance coverages for a re-hired employee who was hired and laid-off before becoming eligible for any or all of such coverages, the initial date of hire shall be deemed to be the "most recent date of hire" provided that the employee is re-hired either within a period not to exceed the period of continuous employment with the Company immediately preceding the employee's date of layoff, or following a brief, temporary layoff of specified duration such as for model change or inventory.

**(d) Employees Returning to Work**

If an employee's insurance is discontinued and the employee subsequently returns to work, the employee's eligibility for insurance under the Plan shall be determined under subsections (b) and (c) herein except as follows:

**(1) Employees on Layoff or Leave of Absence**

If an employee's insurance was discontinued while the employee was on a layoff or leave of absence and the employee returns to active work with seniority, the employee shall be eligible for all insurance under this Plan immediately on the date of return to active work with the Company.

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

If separation from service was due to a quit or discharge but the employee is reemployed within 31 days and no individual policy has been issued to the employee in accordance with Article IV, Section 6, the employee shall be eligible immediately on the date of return to active work for all insurance under this Plan for which the employee was insured at the time of such quit or discharge.

**(3) Employees Separated From Service for Reasons Other than Quit or Discharge**

If separation from service was due to a reason other than quit or discharge, and the employee never acquired seniority or seniority was cancelled, and the employee returns to active work within a period of 24 consecutive months, the employee shall be eligible for all insurance under this Plan for which the employee was insured at the time of such separation immediately on the date of return to active work with the Company.

**(e) Effective Date of Insurance**

**(1)** An employee shall become insured on each of the dates the employee first becomes eligible as set forth in subsections (b), (c) and (d) of this Section if actively at work on that date and provided the employee has not waived insurance.

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

**(f) Additional Coverage**

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

**(1)** a benefit would be payable for such death under Article II, Section 3(b);

**(2)** the bodily injuries are caused solely by employment with the Company; and

**(3)** the bodily injuries result solely from an accident in which both the cause and result are unexpected and definite as to time and place.

#### **Section 4. Federal or Provincial Cash Sickness Laws**

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

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

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

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

#### **Section 5. Net Costs, Administration of Program and Non-Applicability of Grievance Procedure**

(a) Net Costs

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

**(b) Administration**

**(1)** The Company shall be responsible for the administration of the Program.

**(2)** All administrative expenses incurred by the Company to execute the Program set forth in Articles II and III shall be borne by the Company.

**(c) Grievance Procedure Not Applicable**

It is understood that the grievance procedure of any Collective Bargaining Agreement between the Company and any Union representing employees covered by this Program shall not apply to this Program or any insurance contract in connection therewith.

**Section 6. Treatment of Existing Coverages on Effective Date**

**(a)** Protection of employees currently covered under Company group life and disability insurance plans shall be terminated on the effective dates of the provisions of the amended Program as to employees working on such effective dates, and the benefits provided by the Program set forth in Article II shall be in lieu of and substitute for any and all other plans and benefits thereunder providing for insurance or disability benefits or payments to employees or beneficiaries for death, loss of member, sickness and accident or extended disability benefits of any kind or nature, in which the Company participates.

**(b)** All employees currently covered under the Program who are not eligible to become insured on the effective date of the Program, as amended, or to whom any provision of the Program, as amended, is not applicable, shall be covered in accordance with the conditions, provisions, and limitations of the Program as constituted on the date each such employee was last actively at work as if such Program were being continued during the existence of the Program set forth herein.

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

**Section 1. Amount of Group Life and Extra Accident Insurance**

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

**SCHEDULE OF BENEFITS LIFE AND EXTRA ACCIDENT INSURANCE  
FOR HOURLY (OTHER THAN SKILLED TRADES) EMPLOYEES  
BEFORE AGE 65 (if employee attained age 65 prior to January 1, 2017),  
OR PRIOR TO RETIREMENT (if retirement occurs on January 1, 2017 or after)<sup>1</sup>**

<b>Base Hourly Rate<sup>2</sup></b>	<b>Life Insurance</b>	<b>Extra Accident Insurance<sup>3</sup></b>	<b>Total Life and Extra Accident Insurance</b>	<b>Monthly Total and Permanent Disability Benefit<sup>4</sup></b>
<u>Under \$20.25</u>	<u>\$46,000</u>	<u>\$23,000</u>	<u>\$69,000</u>	<u>\$920</u>
<u>20.25 - 20.59</u>	<u>46,500</u>	<u>23,250</u>	<u>69,750</u>	<u>930</u>
<u>20.60 - 20.94</u>	<u>47,500</u>	<u>23,750</u>	<u>71,250</u>	<u>950</u>
<u>20.95 - 21.29</u>	<u>48,500</u>	<u>24,250</u>	<u>72,750</u>	<u>970</u>
<u>21.30 - 21.64</u>	<u>49,000</u>	<u>24,500</u>	<u>73,500</u>	<u>980</u>
<u>21.65 - 21.99</u>	<u>50,000</u>	<u>25,000</u>	<u>75,000</u>	<u>1,000</u>
<u>22.00 - 22.34</u>	<u>50,500</u>	<u>25,250</u>	<u>75,750</u>	<u>1,010</u>
<u>22.35 - 22.69</u>	<u>51,500</u>	<u>25,750</u>	<u>77,250</u>	<u>1,030</u>
<u>22.70 - 23.04</u>	<u>52,500</u>	<u>26,250</u>	<u>78,750</u>	<u>1,050</u>
<u>23.05 - 23.39</u>	<u>53,000</u>	<u>26,500</u>	<u>79,500</u>	<u>1,060</u>
<u>23.40 - 23.74</u>	<u>54,000</u>	<u>27,000</u>	<u>81,000</u>	<u>1,080</u>
<u>23.75 - 24.09</u>	<u>54,500</u>	<u>27,250</u>	<u>81,750</u>	<u>1,090</u>
<u>24.10 - 24.44</u>	<u>55,500</u>	<u>27,750</u>	<u>83,250</u>	<u>1,110</u>
<u>24.45 - 24.79</u>	<u>56,500</u>	<u>28,250</u>	<u>84,750</u>	<u>1,130</u>
<u>24.80 - 25.14</u>	<u>57,000</u>	<u>28,500</u>	<u>85,500</u>	<u>1,140</u>
<u>25.15 - 25.49</u>	<u>58,000</u>	<u>29,000</u>	<u>87,000</u>	<u>1,160</u>
<u>25.50 - 25.84</u>	<u>58,500</u>	<u>29,250</u>	<u>87,750</u>	<u>1,170</u>
<u>25.85 - 26.19</u>	<u>59,500</u>	<u>29,750</u>	<u>89,250</u>	<u>1,190</u>

26.20 - 26.54	60,500	30,250	90,750	1,210
26.55 - 26.89	61,000	30,500	91,500	1,220
26.90 - 27.24	62,000	31,000	93,000	1,240
27.25 - 27.59	62,500	31,250	93,750	1,250
27.60 - 27.94	63,500	31,750	95,250	1,270
27.95 - 28.29	64,500	32,250	96,750	1,290
28.30 - 28.64	65,000	32,500	97,500	1,300
28.65 - 28.99	66,000	33,000	99,000	1,320
29.00 - 29.34	67,000	33,500	100,500	1,340
29.35 - 29.69	67,500	33,750	101,250	1,350
29.70 - 30.04	68,500	34,250	102,750	1,370
30.05 - 30.39	69,000	34,500	103,500	1,380
30.40 - 30.74	70,000	35,000	105,000	1,400
30.75 - 31.09	71,000	35,500	106,500	1,420
31.10 - 31.44	71,500	35,750	107,250	1,430
31.45 - 31.79	72,500	36,250	108,750	1,450
31.80 - 32.14	73,000	36,500	109,500	1,460
32.15 - 32.49	74,000	37,000	111,000	1,480
32.50 - 32.84	75,000	37,500	112,500	1,500
32.85 - 33.19	75,500	37,750	113,250	1,510
33.20 - 33.54	76,500	38,250	114,750	1,530
33.55 - 33.89	77,000	38,500	115,500	1,540
33.90 - 34.24	78,000	39,000	117,000	1,560
34.25 - 34.59	79,000	39,500	118,500	1,580
34.60 - 34.94	79,500	39,750	119,250	1,590
<u>34.95 - 35.29</u>	<u>80,500</u>	<u>40,250</u>	<u>120,750</u>	<u>1,610</u>
<u>35.30 - 35.64</u>	<u>81,000</u>	<u>40,500</u>	<u>121,500</u>	<u>1,620</u>
<u>35.65 - 35.99</u>	<u>82,000</u>	<u>41,000</u>	<u>123,000</u>	<u>1,640</u>



<u>36.00 - 36.34</u>	<u>83,000</u>	<u>41,500</u>	<u>124,500</u>	<u>1,660</u>
<u>36.35 - 36.69</u>	<u>83,500</u>	<u>41,750</u>	<u>125,250</u>	<u>1,670</u>
<u>36.70 - 37.04</u>	<u>84,500</u>	<u>42,250</u>	<u>126,750</u>	<u>1,690</u>
<u>37.05 - 37.39</u>	<u>85,000</u>	<u>42,500</u>	<u>127,500</u>	<u>1,700</u>
<u>37.40 - 37.74</u>	<u>86,000</u>	<u>43,000</u>	<u>129,000</u>	<u>1,720</u>
<u>37.75 - 38.09</u>	<u>87,000</u>	<u>43,500</u>	<u>130,500</u>	<u>1,740</u>
<u>38.10 - 38.44</u>	<u>87,500</u>	<u>43,750</u>	<u>131,250</u>	<u>1,750</u>
<u>38.45 - 38.79</u>	<u>88,500</u>	<u>44,250</u>	<u>132,750</u>	<u>1,770</u>
<u>38.80 - 39.14</u>	<u>89,000</u>	<u>44,500</u>	<u>133,500</u>	<u>1,780</u>
<u>39.15 - 39.49</u>	<u>90,000</u>	<u>45,000</u>	<u>135,000</u>	<u>1,800</u>
<u>39.50 and over</u>	<u>91,000</u>	<u>45,500</u>	<u>136,500</u>	<u>1,820</u>

- 1 Extra Accident Insurance equal to 50% of Continuing Life Insurance remains in force for those employees who continued to work after age 65 prior to January 1, 2017. (See Article II, Section 2.) On or after January 1, 2017, Extra Accident Insurance equal to 50% of Continuing Life Insurance remains in force prior to retirement but not beyond age 68.
- 2 As defined in Article IV, Section 1(b).
- 3 Twice the scheduled amount may be payable for an occupation related death. (See Article II, Section 3.)
- 4 For a maximum of 50 months for those employees eligible for such benefits. (See Article II, Section 11.)

**SCHEDULE OF BENEFITS LIFE AND EXTRA ACCIDENT INSURANCE  
FOR HOURLY SKILLED TRADES EMPLOYEES  
BEFORE AGE 65 (if employee attained age 65 prior to January 1, 2017),  
OR PRIOR TO RETIREMENT (if retirement occurs on January 1, 2017 or after)<sup>1</sup>**

<b>Base Hourly Rate<sup>2</sup></b>	<b>Life Insurance</b>	<b>Extra Accident Insurance<sup>3</sup></b>	<b>Total Life and Extra Accident Insurance</b>	<b>Monthly Total and Permanent Disability Benefit<sup>4</sup></b>
Under \$34.95	\$79,500	\$39,750	\$119,250	\$1,590
34.95 - 35.29	80,500	40,250	120,750	1,610
35.30 - 35.64	81,000	40,500	121,500	1,620
35.65 - 35.99	82,000	41,000	123,000	1,640
36.00 - 36.34	83,000	41,500	124,500	1,660
36.35 - 36.69	83,500	41,750	125,250	1,670
36.70 - 37.04	84,500	42,250	126,750	1,690
37.05 - 37.39	85,000	42,500	127,500	1,700
37.40 - 37.74	86,000	43,000	129,000	1,720
37.75 - 38.09	87,000	43,500	130,500	1,740
38.10 - 38.44	87,500	43,750	131,250	1,750
38.45 - 38.79	88,500	44,250	132,750	1,770
38.80 - 39.14	89,000	44,500	133,500	1,780
39.15 - 39.49	90,000	45,000	135,000	1,800
39.50 - 39.84	91,000	45,500	136,500	1,820
39.85 - 40.19	91,500	45,750	137,250	1,830
40.20 - 40.54	92,500	46,250	138,750	1,850
40.55 - 40.89	93,000	46,500	139,500	1,860
40.90 - 41.24	94,000	47,000	141,000	1,880
41.25 - 41.59	95,000	47,500	142,500	1,900

41.60 - 41.94	95,500	47,750	143,250	1,910
41.95 - 42.29	96,500	48,250	144,750	1,930
42.30 - 42.64	97,000	48,500	145,500	1,940
42.65 - 42.99	98,000	49,000	147,000	1,960
43.00 - 43.34	99,000	49,500	148,500	1,980
<u>43.35 - 43.69</u>	<u>99,500</u>	<u>49,750</u>	<u>149,250</u>	<u>1,990</u>
<u>43.70 - 44.04</u>	<u>100,500</u>	<u>50,250</u>	<u>150,750</u>	<u>2,010</u>
<u>44.05 - 44.39</u>	<u>101,000</u>	<u>50,500</u>	<u>151,500</u>	<u>2,020</u>
<u>44.40 and over</u>	<u>102,000</u>	<u>51,000</u>	<u>153,000</u>	<u>2,040</u>

1 Extra Accident Insurance equal to 50% of Continuing Life Insurance remains in force for those employees  
 who continue to work after age 65 prior to January 1, 2017. (See Article II, Section 2.) On or after January 1, 2017, Extra  
Accident Insurance equal to 50% of Continuing Life Insurance remains in force prior to retirement but not beyond age 68.

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2 As defined in Article IV, Section 1(b).

3 Twice the scheduled amount may be payable for an occupation related death. (See Article II, Section 3.)

4 For a maximum of 50 months for those employees eligible for such benefits. (See Article II, Section 11.)

## **Section 2. Life Insurance**

**(a)** Prior to Age 65 if the employee attained age 65 prior to January 1, 2017, or prior to retirement if retirement occurs on January 1, 2017 or after

The amount of Life Insurance to which an employee is entitled is shown in Section 1 of this Article.

**(b)** Continuing Life Insurance After Age 65 if the employee attained age 65 prior to January 1, 2017, or after retirement if retirement occurs January 1, 2017 or after

**(1)** If an employee attained age 65 prior to January 1, 2017, on the first day of the calendar month following the month in which the 65th birthday of the employee occurs, Life Insurance in force immediately prior thereto shall be reduced by 2% thereof, and shall be further reduced by an equal amount on the first day of each succeeding month as follows in (i).

**(2)** If an employee retires on or after January 1, 2017, on the first day of the calendar month following the retirement date, Life Insurance in force immediately prior thereto shall be reduced by 2% thereof, and shall be further reduced by an equal amount on the first day of each succeeding month as follows in (i).

**(i)** If the employee has ten (10) or more Years of Participation at either (1) or (2) above, such reductions shall be made until the Life Insurance is reduced to 1 1/2% of the amount in force on the employee's 65th birthday in the case of (1) or on the day prior to the retirement date in the case of (2), multiplied by the number of Years of Participation, to age 68, but in no event to less than \$5,000 for deaths occurring on or after September 26, 2016, except as otherwise provided in Section 11(d)(3) of this Article. Such remaining Life Insurance, will be continued thereafter until the death of the employee, subject to the rights reserved to the Company to modify or discontinue this Plan.

**(3)** An employee who last worked prior to October 1, 1975 and is otherwise eligible for Continuing Life Insurance after age 65, shall have a minimum amount of Continuing Life Insurance of \$5,000 effective September 26, 2016, except as otherwise provided in Section 11(d)(3) of this Article.

(4) For employees who attained age 65 prior to January 1, 2017, no employee contributions for Life Insurance are required after attainment of age 65. For employees who retire on or after January 1, 2017, no employee contributions for Life Insurance are required.

(5) At the time the reduction begins, each retired employee eligible for Continuing Life Insurance shall be notified of the ultimate amount of such Life Insurance and when the ultimate amount will be reached.

(c) Insurance for employees first participating at or after age 65 if the employee attained age 65 prior to January 1, 2017.

Life Insurance for an employee who first participates in the Plan at or after age 65 shall be subject to the reductions set forth in subsection (b) herein and such employee shall not be eligible for any insurance after separation.

### **Section 3. Extra Accident Insurance**

**(a) Eligibility for Insurance**

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

**(b) Amount of Benefit**

If an employee while insured for Extra Accident Insurance sustains accidental bodily injuries which result in death within one year, or loss of hand, foot or sight of eye, within two years, of such injuries, benefits will be paid as specified in the schedule herein:

<b>Loss</b>	<b>Amount Payable</b>
Loss of one hand by severance at or above wrist joint, or one foot by severance at or above ankle joint, or loss of use of one hand or one foot, or total and irrecoverable loss of sight of one eye.	One-half the amount of Extra Accident Insurance then in force (Article II, Section 1).
Loss of two or more such members, or loss of use of two or more such members or, Loss of life.	The full amount of Extra Accident Insurance then in force (Article II, Section 1).

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

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

For any one accident the maximum amount of this insurance that will be paid shall not exceed the amount of Extra Accident Insurance in force for the employee at the date of the accident; except that in the event of loss of life resulting from an accident caused solely by employment with the Company as set forth in the immediately preceding paragraph, the maximum amount of this insurance that will be paid for such accident shall not exceed two times the amount of such insurance in force for the employee at the date of the accident. Such benefits are paid provided the death or loss is not caused wholly or partly, directly or indirectly by,

(1) disease or bodily or mental infirmity, or by medical or surgical treatment or diagnosis thereof, or

(2) any infection, except infection caused by an external visible wound accidentally sustained, or

(3) hernia, no matter how or when sustained, or

(4) war or any act of war, or

(5) intentional self-destruction or intentionally self-inflicted injury, while sane or insane.

(c) Notice and Proof of Loss

(1) Written notice of loss must be given to the insurer within 20 days after the date of such loss. Proof of such loss must be furnished within 90 days after the date of such loss.

(2) The insurer shall have the right and opportunity to examine the employee as often as it may reasonably require during the pendency of claim under the Plan, and also the right to have an autopsy made in case of death, where it is not forbidden by law.

(3) No action shall be brought to recover on the Plan prior to the expiration of 60 days after proof of claim has been filed, nor shall such action be brought at all unless brought within three years from the expiration of the time within which proof of claim is required.

**Section 4. Payment of Life Insurance and Extra Accident Insurance**

(a) The amount of Life Insurance is payable to the beneficiary of record of the employee in the event of death from any cause while the employee is insured under the Plan for Life Insurance. In the event of accidental death, the Extra Accident Insurance, if in force, is also payable to the beneficiary of record of the employee if surviving the employee, and otherwise to the estate of the employee.

Such Extra Accident Insurance for loss of life will, in the absence of an election by the beneficiary of any other method of settlement, be payable with, and on the same basis as, the

Life Insurance of the employee. All other benefits provided under Extra Accident Insurance are payable to the employee.

(b) At the written request of the beneficiary, the Life Insurance and Extra Accident Insurance, if any, shall be paid either in a lump sum or in instalments. No instalment settlement election shall be valid if such settlement would result in instalment payments of less than \$10.00 each.

(c) If the insurance is payable in instalments and the beneficiary dies before all instalments have been paid, the unpaid instalments shall be commuted at the rate of interest used in computing the amount of instalment payments, and paid in one lump sum to the estate of the beneficiary unless otherwise provided in the election of an instalment settlement.

(d) The employee's insurance certificate shall set forth the administrative provisions regarding the recording of beneficiary designations, changes of beneficiary and the procedure for payment of insurance in case there is no beneficiary living at the death of the employee.

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

#### **Section 5. Amount of Disability Benefits**

Notwithstanding the provisions of Article IV, Section 1(b) of the Program, for an employee hired prior to September 20, 2016 at work on or after September 26, 2016, the base hourly rate used to determine amounts of insurance in accordance with the Schedule of Disability Benefits for Sickness and Accident and Extended Disability Benefits shall be the sum of the employee's base hourly rate plus the cost-of-living allowance in effect on the date of disability minus \$0.05.

The amount of Sickness and Accident and Extended Disability Benefit Insurance shall be as set forth in the following schedules:



**SCHEDULE OF DISABILITY BENEFITS  
FOR EMPLOYEES (OTHER THAN SKILLED TRADES)  
NOT SUBJECT  
TO CASH SICKNESS LAWS  
DISABILITY INSURANCE**

	<b>Before Retirement</b>	<b>Before Age 65 Monthly Extended Disability</b>	
<b>Base Hourly Rate</b>	<b>Weekly S&amp;A Benefit*</b>	<b>Extended Disability SCHEDULE I</b>	<b>Extended Disability SCHEDULE II (1)</b>
<u>Under \$20.25</u>	<u>\$500</u>	<u>1740</u>	<u>1915</u>
<u>20.25 – 20.59</u>	<u>510</u>	<u>1770</u>	<u>1945</u>
<u>20.60 – 20.94</u>	<u>520</u>	<u>1800</u>	<u>1980</u>
<u>20.95 – 21.29</u>	<u>525</u>	<u>1830</u>	<u>2015</u>
<u>21.30 – 21.64</u>	<u>535</u>	<u>1860</u>	<u>2045</u>
<u>21.65 – 21.99</u>	<u>545</u>	<u>1890</u>	<u>2080</u>
<u>22.00 – 22.34</u>	<u>550</u>	<u>1920</u>	<u>2115</u>
<u>22.35 – 22.69</u>	<u>560</u>	<u>1950</u>	<u>2145</u>
<u>22.70 – 23.04</u>	<u>570</u>	<u>1985</u>	<u>2180</u>
<u>23.05 – 23.39</u>	<u>575</u>	<u>2015</u>	<u>2215</u>
<u>23.40 – 23.74</u>	<u>585</u>	<u>2045</u>	<u>2245</u>
<u>23.75 – 24.09</u>	<u>595</u>	<u>2075</u>	<u>2280</u>
<u>24.10 – 24.44</u>	<u>605</u>	<u>2105</u>	<u>2315</u>
<u>24.45 – 24.79</u>	<u>610</u>	<u>2135</u>	<u>2350</u>
<u>24.80 – 25.14</u>	<u>620</u>	<u>2165</u>	<u>2380</u>
<u>25.15 – 25.49</u>	<u>630</u>	<u>2195</u>	<u>2415</u>
<u>25.50 – 25.84</u>	<u>635</u>	<u>2225</u>	<u>2450</u>
<u>25.85 – 26.19</u>	<u>645</u>	<u>2255</u>	<u>2480</u>
<u>26.20 - 26.54</u>	<u>655</u>	<u>2285</u>	<u>2515</u>
<u>26.55 - 26.89</u>	<u>660</u>	<u>2315</u>	<u>2550</u>
<u>26.90 – 27.24</u>	<u>670</u>	<u>2345</u>	<u>2580</u>
<u>27.25 – 27.59</u>	<u>680</u>	<u>2375</u>	<u>2615</u>
<u>27.60 – 27.94</u>	<u>685</u>	<u>2405</u>	<u>2650</u>
<u>27.95 – 28.29</u>	<u>695</u>	<u>2440</u>	<u>2680</u>
<u>28.30 – 28.64</u>	<u>705</u>	<u>2470</u>	<u>2715</u>
<u>28.65 – 28.99</u>	<u>710</u>	<u>2500</u>	<u>2750</u>
<u>29.00 – 29.34</u>	<u>720</u>	<u>2530</u>	<u>2780</u>
<u>29.35 – 29.69</u>	<u>730</u>	<u>2560</u>	<u>2815</u>
<u>29.70 – 30.04</u>	<u>735</u>	<u>2590</u>	<u>2850</u>
<u>30.05 – 30.39</u>	<u>745</u>	<u>2620</u>	<u>2880</u>
<u>30.40 – 30.74</u>	<u>755</u>	<u>2650</u>	<u>2915</u>
<u>30.75 – 31.09</u>	<u>760</u>	<u>2680</u>	<u>2950</u>
<u>31.10 – 31.44</u>	<u>770</u>	<u>2710</u>	<u>2980</u>
<u>31.45 – 31.79</u>	<u>780</u>	<u>2740</u>	<u>3015</u>
<u>31.80 – 32.14</u>	<u>785</u>	<u>2770</u>	<u>3050</u>
<u>32.15 – 32.49</u>	<u>795</u>	<u>2800</u>	<u>3080</u>

32.50 – 32.84	805	2830	3115
32.85 – 33.19	815	2860	3150
33.20 – 33.54	820	2895	3180
33.55 – 33.89	830	2925	3215
33.90 – 34.24	840	2955	3250
34.25 – 34.59	845	2985	3280
34.60 – 34.94	855	3015	3315
<u>34.95 – 35.29</u>	<u>865</u>	<u>3045</u>	<u>3350</u>
<u>35.30 – 35.64</u>	<u>870</u>	<u>3075</u>	<u>3380</u>
<u>35.65 – 35.99</u>	<u>880</u>	<u>3105</u>	<u>3415</u>
<u>36.00 – 36.34</u>	<u>890</u>	<u>3135</u>	<u>3450</u>
<u>36.35 – 36.69</u>	<u>895</u>	<u>3165</u>	<u>3480</u>
<u>36.70 – 37.04</u>	<u>905</u>	<u>3195</u>	<u>3515</u>
<u>37.05 – 37.39</u>	<u>915</u>	<u>3225</u>	<u>3550</u>
<u>37.40 – 37.74</u>	<u>920</u>	<u>3255</u>	<u>3580</u>
<u>37.75 – 38.09</u>	<u>930</u>	<u>3285</u>	<u>3615</u>
<u>38.10 – 38.44</u>	<u>940</u>	<u>3315</u>	<u>3650</u>
<u>38.45 – 38.79</u>	<u>950</u>	<u>3345</u>	<u>3680</u>
<u>38.80 – 39.14</u>	<u>955</u>	<u>3375</u>	<u>3715</u>
<u>39.15 – 39.49</u>	<u>965</u>	<u>3,410</u>	<u>3750</u>
<u>39.50 – 39.84</u>	<u>970</u>	<u>3,440</u>	<u>3780</u>
<u>39.85 – 40.19</u>	<u>980</u>	<u>3,470</u>	<u>3815</u>
40.20 and over	990	3,350	3850

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

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

**SCHEDULE OF DISABILITY BENEFITS  
FOR EMPLOYEES (SKILLED TRADES) NOT SUBJECT  
TO CASH SICKNESS LAWS  
DISABILITY INSURANCE**

	<b>Before Retirement</b>	<b>Before Age 65 Monthly Extended Disability</b>	
<b>Base Hourly Rate</b>	<b>Weekly S&amp;A Benefit*</b>	<b>Extended Disability SCHEDULE I</b>	<b>SCHEDULE II (1)</b>
Under \$34.95	\$855	\$3015	\$3315
34.95 - 35.29	865	3045	3350
35.30 - 35.64	870	3075	3380
35.65 - 35.99	880	3105	3415
36.00 - 36.34	890	3135	3450
36.35 - 36.69	895	3165	3480
36.70 - 37.04	905	3195	3515
37.05 - 37.39	915	3225	3550
37.40 - 37.74	920	3255	3580
37.75 - 38.09	930	3285	3615
38.10 - 38.44	940	3315	3650
38.45 - 38.79	950	3345	3680
38.80 - 39.14	955	3375	3715
39.15 - 39.49	965	3410	3750
39.50 - 39.84	970	3,440	3,780
39.85 - 40.19	980	3,470	3,815
40.20 - 40.54	990	3,500	3,850
40.55 - 40.89	995	3,530	3,880
40.90 - 41.24	1,005	3,560	3,915
41.25 - 41.59	1,015	3,590	3,950
41.60 - 41.94	1,025	3,620	3,985
41.95 - 42.29	1,030	3,650	4,015
42.30 - 42.64	1,040	3,680	4,050
42.65 - 42.99	1,050	3,710	4,085
43.00 - 43.34	1,055	3,740	4,115
43.35 - <u>43.69</u>	1,065	3,770	4,150
<u>43.70 - 44.04</u>	<u>1,075</u>	<u>3,800</u>	<u>4,185</u>
<u>44.05 and over</u>	<u>1,080</u>	<u>3,830</u>	<u>4,215</u>

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

(1) Schedule II applies to eligible employees who on their last day worked preceding a continuous period of disability have 10 or more years of participation under the plan. Schedule I applies to all other employees eligible for Extended Disability Benefits.

## **Section 6.     Sickness and Accident Benefits**

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

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

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

The requirement that an employee be under treatment by a physician legally licensed to practice medicine shall be deemed to have been met if an employee under treatment for alcohol or drug abuse in a residential or out-patient substance abuse treatment facility approved by the Company Medical Director furnishes the insurance company with certification of disability, provided either by the facility's physician director, or by a physician consultant selected by the facility, based on information furnished by, and upon the recommendation of, the therapist who is supervising the employee's therapy. For such certification to be acceptable, the physician director or physician consultant providing it must be a licensed doctor of medicine or osteopathy.

**(2)**     Sickness and Accident Benefits shall not be paid for any day for which an employee receives holiday pay.

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

**(1)**     Sickness and Accident Benefits shall be payable during total disability for a period equal to the greater of an employee's seniority or Years of Participation on the first

day of disability, but in no case for more than 52 weeks, or 51 weeks for claims beginning on or after January 1, 2017, for any one continuous period of disability, whether from one or more causes, or for successive periods of disability due to the same or related cause or causes; except that an employee with 13 but less than 16 weeks of seniority or Years of Participation who was hired on or after April 1, 1971 shall have Sickness and Accident Benefits payable for a maximum period of 15 weeks.

However, if such employee is confined as a registered bed patient in a legally constituted hospital or is receiving payments because of employment with the Company under any Workers' Compensation Law or Act or any Occupational Disease Law or Act for the same disability at the date of expiration of the maximum period for which the employee is entitled to receive Sickness and Accident Benefits, and such benefits were payable for less than 52 weeks, or 51 weeks for claims beginning on or after January 1, 2017, benefits shall continue to be payable while the employee continues to be so confined or while the employee receives such payments, but in no case beyond the end of such 52-week period, or 51-week period for claims beginning on or after January 1, 2017. Notwithstanding the fact that all the requirements of subsections (a) and (b) herein have been met, in no case shall Sickness and Accident Benefits be payable for the waiting period specified below.

(2) If disability is due to an accident, the waiting period shall be the first seven days of disability, except that if during the first seven days of disability the employee, because of such accident, becomes confined as a registered bed patient in a legally constituted hospital or receives treatment by a Company Medical Department or by a physician legally licensed to practice medicine, there shall be no waiting period. If disability is due to sickness, the waiting period shall be the first seven days of disability except that if during the first seven days of disability the employee becomes confined as a registered bed patient in a legally constituted hospital, the waiting period shall not extend beyond the day immediately preceding the day the employee becomes so confined and if during the first seven days of disability the employee undergoes a surgical procedure for which a benefit of \$25 or more is scheduled or payable, whichever is higher, under a Medical Expense Benefit plan pursuant to Article II, Section 1(a) and (b) of the General Motors Canadian Health Care

Insurance Program for Hourly-Rate Employees, the waiting period shall not extend beyond the day immediately preceding the day of surgery.

**(c) Basis for Daily Benefit Payments**

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

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

**(1)** If an employee returns to work after receiving Sickness and Accident Benefits for less than 52 weeks, or 51 weeks for claims beginning on or after January 1, 2017, and is again absent within three months for the same reason or some disability related to it, there is no waiting period for the rest of the 52 weeks' period, or 51 weeks' period for claims beginning on or after January 1, 2017, if the employee is disabled that long.

**(2)** If the second absence results from a different kind of sickness or injury, the first absence does not affect any possible future benefits. If there are three months or more between two periods of disability, and the employee returned to work for at least one day in the intervening period, the second period of disability shall not be considered as being due to the same or related cause or causes as the first disability.

**(e) Pregnancy**

The employee will be eligible for Sickness and Accident Benefits payable during the period an employee is on a pregnancy leave of absence, or could be placed on a pregnancy leave of absence by the Company in accordance with any pregnancy leave provisions of the relevant Provincial Statutes.

The Sickness and Accident Benefits payable will be reduced by any Employment Insurance maternity benefits received for the same pregnancy leave of absence.

**(f) Benefits for Disability Occurring Prior to the Day One Year of Seniority is Attained**

The benefit amount for any period that an employee is otherwise eligible for benefits during any period of disability occurring prior to the day one year of seniority is attained shall be 75% of the benefit amount set forth in Section 5 of this Article; provided, however, that in the event the Company otherwise qualifies for a premium reduction under the Employment Insurance Act, such reduced amount shall not be less than the amount necessary to retain the Company's eligibility for Employment Insurance premium reduction.

**(g) Occupational Disabilities**

**(1)** Benefits payable for any period shall be reduced by any payments for time lost from work in that period to which the employee is entitled under any Workers' Compensation Law or Act or any Occupational Disease Law or Act.

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

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

**(1)** Written notice of injury or sickness must be given to the insurance company within 20 days after the date of the accident causing such injury or the commencement of disability resulting from such sickness. Proof of such injury or sickness must be furnished to the insurance company within 90 days after the termination of the period for which weekly benefits are payable under the Plan.

**(2)** The insurance company shall have the right to have such medical examinations of an employee who is eligible to receive Sickness and Accident Benefits, as it may reasonably require, made by a physician or physicians designated by it. Failure to report for such examination may result in denial of such Benefits.

(3) No legal action shall be brought by any employee to recover from the insurance company prior to the expiration of 60 days after proof of claim has been filed in accordance with the requirements of the Plan, nor shall such action be brought at all unless brought within three years from the expiration of the time within which proof of claim is required by the Plan.

(i) Payment of Claim

(1) Subject to due proof of claim, the weekly benefits will be paid to the employee each week during any period of disability for which such benefits are payable and any balance remaining unpaid at the termination of such period will be paid immediately upon receipt of proof.

(2) If disability is due to or accompanied by mental incapacity, all or any part of such weekly benefits may, at the option of the insurance company, be paid to the beneficiary of record of the employee or to any other person or institution then in the judgment of the insurance company contributing toward or providing for the care or maintenance of the employee.

(j) Waiver

In order to receive pension benefits under the provisions of The General Motors Canadian Hourly-Rate Employees Pension Plan an employee may waive irrevocably any right the employee may have to receive Sickness and Accident Benefits with respect to any period of disability by completing a waiver form furnished by the Company for that purpose. No Sickness and Accident Benefits shall be payable for any period of disability covered by such waiver.

**Section 7. Extended Disability Benefit Insurance**

(a) Eligibility

Extended Disability Benefit Insurance shall be provided while an employee is insured for Sickness and Accident Insurance, but not beyond the first of the second month following the month in which the employee attains the age at which a benefit (other than a benefit in payment of a spouse's allowance) under the Old Age Security Act is first payable.



An employee who is insured for Sickness and Accident Benefits and who, at the date of expiration of the maximum number of weeks for which the employee is entitled to receive Sickness and Accident Benefits and during a continuous period of disability thereafter, is totally disabled shall receive monthly Extended Disability Benefits for the period described in subsection (c) herein. For an employee to be deemed totally disabled, the employee must not be engaged in regular employment or occupation for remuneration or profit and be wholly prevented from engaging in regular employment or occupation with the Company at the plant or plants where the employee has seniority for remuneration or profit as a result of bodily injury or disease, either occupational or non-occupational in cause.

**(b) Amount of Benefit**

**(1)** The monthly Extended Disability Benefit is the applicable amount shown in the Schedule of Benefits in Section 5 of this Article, reduced by an amount equal to the monthly equivalent of the total of the following benefits for which the person receiving Extended Disability Benefits is eligible:

**(i)** All benefits under any pension plan or retirement program then in effect to which General Motors Company or any of its subsidiaries has contributed, provided, however, that such deduction will not apply with respect to disabilities commencing before January 1, 1974;

**(ii)** Lost time benefits under Workers' Compensation Laws or other laws providing benefits for occupational injury or disease, including lump-sum settlements, but excluding specific allowances for loss, or 100 percent loss of use, of a body member, or permanent disability pensions or benefits payable for prolonged and indefinite duration, under Workers' Compensation Laws, for a disability which is not related to that for which Sickness and Accident and/or Extended Disability Benefits are payable;

**(iii)** Disability or Old Age Security Benefits (amount applicable to such person only) to which the person is entitled under any existing or future Provincial or Federal legislation which become payable, except Old Age Security Benefits reduced because of the age at which received, or benefits payable on a "needs" basis;

(iv) Benefits under any Provincial or Federal law providing benefits for working time lost because of disability.

(2) In determining the amount by which Extended Disability Benefits are reduced:

(i) The monthly equivalent of benefits paid on a weekly basis is computed by multiplying the weekly benefit rate by 4.33.

(ii) Lump-sum settlements under Workers' Compensation Laws result in reductions equal to the monthly equivalent of the amount of the Workers' Compensation benefit to which the employee would have been entitled under the applicable law had there been no lump-sum payment, but not to exceed in total the amount of the settlement. The amount of such settlement shall be allocated to days of disability for which compensation has not previously been paid, in chronological order until such amount has been fully allocated, at the rate of one-seventh of the weekly Workers' Compensation benefit which would have been applicable if the claim had been allowed and if there had been no lump-sum settlement.

(iii) The amount of a person's benefit under subsections (b)(1)(ii), (iii), or (iv) herein shall not be increased subsequent to the first day for which Extended Disability Benefits are payable, except that the amount of such increase shall not be disregarded if it represents an adjustment in the original determination of the amount of such benefit.

(iv) The amount of monthly Extended Disability Benefit shall not be reduced by any increase in an employee's benefit under subsection (b)(1)(i) herein that is effective subsequent to the first day for which an employee's Extended Disability Benefit is reduced because of receipt of such benefit. However, the amount of Extended Disability Benefit shall be reduced by any such increase which represents an adjustment in the original determination of the amount of the employee's benefit under subsection (b)(1)(i).

(3) Extended Disability Benefit computations presume eligibility for Statutory Disability Benefits under any existing or future Provincial or Federal legislation and, for a disability commencing on or after January 1, 1974, pension

plan and retirement program disability retirement benefits. However, such presumption of pension plan and retirement program disability retirement benefits shall not be made with respect to any Extended Disability Benefit payments due for the 12-month period immediately following the date of expiration of the maximum number of weeks for which the employee is entitled to receive Sickness and Accident Benefits.

Amounts deducted from Extended Disability Benefits on this basis are paid upon presentation of satisfactory evidence that these benefits were applied for and denied; provided, however, that a reduction in Extended Disability Benefits is made in an amount equal to Statutory Disability Benefits (benefit of disabled contributor only) that would have been payable except for refusal to accept vocational rehabilitation services.

(4) Benefits payable for less than a full calendar month are prorated on the basis of the ratio of calendar days of eligibility to total calendar days in the month.

(5) The insurance company may require each applicant or recipient of Extended Disability Benefits to certify or furnish verification of the amounts of income from sources listed in subsection (b)(1) herein.

(6) Any benefits described in subsection (b)(1) herein which are awarded retroactively shall be treated as having been received by the employee during the entire time period for which such benefits were payable and any overpayments of Extended Disability Benefits shall be calculated accordingly.

(7) Effective September 26, 2016 the COLA adjustment for employees hired prior to September 20, 2016 is suspended until the first pay period on or after June 1, 2020. For employees hired on or after September 20, 2016 COLA is not applicable, unless eligible. The net monthly Extended Disability Benefit, as determined in accordance with (1) through (6) of this Section 7(b), for any employee receiving such Benefit on that date, will be indexed at a rate of 90% of the annual change in the Consumer Price Index published by Statistics Canada (2002=100) as of the preceding July. The annual change shall be determined by dividing the 12 month average of the Consumer Price Index as of such preceding July by the similar average as of July in the previous year and then deducting 1.0. The maximum Consumer Price Index change,

subject to this adjustment, will be limited to 5% in any year. In no event shall the indexed Extended Disability Benefit (inclusive of all prior Consumer Price Index adjustments under this section) exceed the Extended Disability Benefit applicable to an active employee, in the same classification, as set forth in the schedules of disability benefits under Article II, Section 5.

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

**(1)** Extended Disability Benefits to an eligible applicant shall be for the period commencing the day following the last day of disability included within the period for the maximum number of weekly Sickness and Accident Benefits, including weeks in which such Sickness and Accident Benefits were partially or wholly offset because of receipt of Workers' Compensation Benefits.

**(2)** The maximum period during which Extended Disability Benefits may be payable shall be:

**(i)** in the case of an employee who has ten or more Years of Participation as of the day on which disability commenced, the number of months commencing with the month in which the date of the expiration of the maximum number of weekly Sickness and Accident Benefits occurs and terminating with the date of the employee's death, the first of the second month in which the employee attains the age at which a benefit (other than a benefit in payment of a spouse's allowance) under the Old Age Security Act is first payable, or the time the employee no longer satisfies the disability requirement; and

**(ii)** in the case of an employee who has less than ten Years of Participation as of the day on which disability commenced, the number of months by which the employee's Years of Participation at commencement of disability exceed the maximum number of weeks for which the employee is entitled to receive Sickness and Accident Benefits. In any event, Extended Disability Benefits shall not be payable beyond the date of the employee's death, the first of the second month following the month in which the employee attains the age at which a benefit (other than a benefit in payment of a spouse's allowance) under the Old Age Security Act is first payable, or the time the employee no longer satisfies the disability requirement; and

**(iii)** if an employee's return to work with the Company does not qualify the employee for a new period of Sickness and Accident Benefits or if the employee engages in some gainful occupation or employment other than one for which the employee is reasonably qualified by education, training or experience, the employee's satisfying of the disability requirement shall not be deemed to end, but the Extended Disability Benefit shall be suspended for the period of the return to work or the period the employee engages in such occupation or employment.

**(3)** If monthly Extended Disability Benefits payable to an employee are discontinued because the employee no longer satisfies the disability requirement, and within two weeks of the effective date of such discontinuance and before the employee returns to work with the Company, the employee again becomes disabled so as to satisfy the disability requirement, monthly Extended Disability Benefits will be resumed.

**(4)** For purposes of applying the maximum period for monthly Extended Disability Benefits, a month in which such benefits are partially or wholly offset by benefit payments from sources listed in subsection (b)(1), suspended under subsection (c)(2), or not paid between periods of disability under circumstances described under subsection (c)(3), is counted as a full month. Fractions of the first and last month are counted as fractions of a month.

**(5)** The cumulative total number of months during any previous periods of eligibility for Extended Disability Benefits, regardless of whether for the same or related disabling condition, reduces the maximum number of monthly benefit payments for which the individual is otherwise eligible under subsection (c)(2)(ii) when Extended Disability Benefits again commence.

**(6)** If disability is due to or accompanied by mental incapacity, all or any part of such monthly Extended Disability Benefits may, at the option of the insurance company, be paid to the beneficiary of record of the employee or to any other person or institution then in the judgment of the insurance company contributing toward or providing for the care or maintenance of the employee.

**(d) Rehabilitation**

There is no ineligibility for Extended Disability Benefits because of work which is determined to be primarily for training under a recognized program of vocational rehabilitation.

**(e) Proof of Disability**

The insurance company may require an applicant, as a condition of eligibility, to submit to examinations by a physician designated by it for the purpose of determining the applicant's initial or continuing disability.

**(f) Exclusions**

No benefit shall be payable for any period of disability resulting from pregnancy or childbirth or resulting complications during the period an employee is on a pregnancy leave of absence, or could be placed on a pregnancy leave of absence by the Company in accordance with any pregnancy leave provisions of the relevant Provincial Statutes.

**(g) Special Benefit**

The provisions of subsection (b) to the contrary notwithstanding, for an employee who became disabled prior to January 1, 1974 and who was eligible for Extended Disability Benefits on September 17, 1979, the monthly Extended Disability Benefit for each month of disability that such employee is not entitled to a Disability Benefit under any existing or future Provincial or Federal legislation, shall be the applicable amount determined in accordance with the Schedule of Benefits in effect at the commencement of the employee's disability, increased by \$50.00 for each such month commencing on or after September 17, 1979 but prior to September 20, 1982 and by \$100.00 for each such month commencing on or after September 20, 1982, subject, in either case, to reductions in accordance with subsection (b).

## **Section 8. Survivor Income Benefit Insurance**

### **(a) Transition Survivor Income Benefit**

For eligible Class A, B or C survivors, a Transition Survivor Income Benefit in the amount of \$875 per month for any such benefit payable for months commencing on or after October 1, 2010 for up to a maximum of 24 months shall be provided, except that for any month in which a Class A eligible survivor has a dependent child, as defined in subsection (c) herein, and for any month in which a Class B eligible survivor of the employee is not survived by either parent, the amount of the Transition Survivor Income Benefit shall be \$950 per month for such benefit payable for months commencing on or after October 1, 2010.

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

Survivor Income Benefit Insurance shall be in force only while an employee is insured for Extra Accident Insurance under this Article and only while the employee has at least one eligible dependent. Such insurance shall also be provided for an employee retired under the total and permanent disability and occupational disability provisions of The General Motors Canadian Hourly-Rate Employees Pension Plan, but only until attainment of age 65. No other retired employee shall be insured hereunder.

### **(b) Payment of Transition Survivor Income Benefit**

In the event of death of an insured employee from any cause, benefits shall be payable monthly commencing on the first day of the calendar month following the death of the employee, and on the first day of each month thereafter until 24 such payments have been made or until there are no eligible survivors in any Class of eligible survivors, if earlier, except that no benefits shall be payable for any period covered by a waiver in accordance with subsection (i) of this Section 8.

In no event shall the maximum amount payable \$950 for any month or \$22,800 in total on or after October 1, 2010. Payments shall be made to the eligible survivor or in equal shares, except as otherwise provided in subsection (a) herein,

to the eligible survivors in the first of the Classes of survivors set forth in subsection (c) herein in which there is an eligible survivor or survivors.

**(c) Classes of Eligible Survivors**

The Classes of eligible survivors (also referred to herein as eligible dependents) and the order of qualifying for benefits are as follows:

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

**Class B.** Any child of the deceased employee, who at the time a Transition Survivor Income Benefit first becomes payable to such child is both unmarried and either (i) under 21 years of age, or (ii) at least age 21 but under age 25 or (iii) totally and permanently disabled at any age over 21; provided, however, that a child under (ii) or (iii) must have been legally residing with and dependent upon the employee at the time of the employee's death. A child shall cease to be a Class B eligible survivor upon marrying or if not totally and permanently disabled, upon reaching the 25th birthday of such child.

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

**(d) Sequence of Payments**

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

**(1) Class A Eligible Survivors**

If a Class A eligible survivor dies prior to the payment of the maximum number of 24 benefit payments, the right to any remaining payments shall pass in equal shares, except as otherwise provided in subsection (a) herein, for the balance of the maximum number of payments to any surviving children who then qualify under Class B or, if there are none, then in equal shares, except as otherwise provided in subsection (a) herein, for the balance of the maximum number of payments to any surviving parents who then qualify under Class C. In



any case in which the Class A eligible survivor does not receive Survivor Income Benefits because of a waiver under subsection (i) of this Section 8, any payments of Transition Survivor Income Benefits to a Class B or Class C eligible survivor shall be determined as if the deceased Class A eligible survivor had not waived such benefits.

In no event, however, will any such benefit be paid to a Class B or Class C eligible survivor for any month for which Transition Survivor Income Benefits would have been payable to the Class A eligible survivor except for the waiver or for any month subsequent to 24 calendar months after the date of death of the insured employee.

**(2) Class B Eligible Survivors**

If, after having qualified under Class B, a child marries, dies, or attains age 25 (if not totally and permanently disabled), any remaining payments shall be divided equally, except as otherwise provided in subsection (a) herein, among any surviving children who continue to qualify under Class B. After the last child ceases to qualify, any remaining payments shall be divided equally, except as otherwise provided in subsection (a) herein, among any surviving parents who then qualify under Class C.

**(3) Class C Eligible Survivors**

If more than one parent qualifies under Class C and either parent dies, any remaining payments shall be payable to the surviving parent.

**(4) No Eligible Survivor**

If no eligible survivor of the employee qualifies in any Class on the first of the month following the death of the employee, no payments will be made hereunder. Once begun, payments will cease when there is no eligible survivor in any Class.

**(e) Bridge Survivor Income Benefits for Class A Eligible Survivors**

There shall also be payable in accordance with the terms and conditions of this subsection to a Class A eligible survivor, as defined in subsection (c) herein, who is 45 years of age or more on the date of the employee's death, or whose age, when

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

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

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

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

**(i)** the death or remarriage of the Class A eligible survivor (on or after December 13, 1976 remarriage shall include a legal marriage or the cohabiting and residing by the Class A survivor with a person of the opposite sex, or on or after October 25, 1999 a person of the same sex in a conjugal relationship, for a continuous period of one year during which such survivor publicly represents such person to be the survivor's spouse), or

**(ii)** attainment by the Class A eligible survivor of such age at which Old Age Security Benefits become payable under any Federal legislation, as now in effect or hereafter enacted or amended, or

**(iii)** the commencement of a period covered by a waiver in accordance with subsection (i) of this Section 8.

**(g) Privilege of Obtaining an Individual Policy of Life Insurance**

The employee shall be entitled to have issued an individual policy of Life Insurance in accordance with the provisions set forth in Article IV, Section 6 provided the employee has at least one eligible dependent under any Class at the date of cessation of insurance, Life Insurance ceases, and the employee applies within 31 days after the date Survivor Income Benefit Insurance ceases. The amount of such individual policy issued shall be increased by an amount equal to (or less at the option of the employee) the total amount of monthly Survivor Income Benefit Insurance payments that would have been made if the employee had died on the date insurance ceased.

If the employee dies during such 31-day period, whether or not the employee shall have made application for such individual policy, the insurance company shall pay any Survivor Income Benefit Insurance which would otherwise be payable in accordance with this Section 8.

**(h) Non-Alienation**

No survivor income benefit payable hereunder shall be subject in any manner to assignment, pledge, attachment or encumbrance of any kind, nor subject to the debts or liability of any eligible survivor except as required by applicable law.

**(i) Waiver**

A Class A eligible survivor may waive any right to receive Survivor Income Benefits with respect to any period by completing a waiver form furnished by the Company for that purpose regardless of the date the deceased employee last worked. If the waiver is received by the Company on or before the date the survivor's application for Survivor Income Benefits is received by the Company, such waiver shall become effective the first day of the first month for which such benefits are payable, or, if later, the first day of the month designated by the survivor; otherwise such waiver shall become effective the first day of the second month following the month in which it is received by the Company. No survivor income benefits shall be payable for any period covered by such waiver; provided, however, that any month in which a survivor income benefit is not paid because of such waiver

shall be counted as if it is a month for which a benefit is paid under subsection (a) herein for the purpose of determining the maximum number of monthly Transition Survivor Income Benefits. A Class A eligible survivor may revoke such a waiver by completing the appropriate form furnished by the Company, such revocation being effective with respect to survivor income benefits payable on and after the first day of the second month following the month in which such revocation is received by the Company.

No other Sections of this Article, except as specifically mentioned in this Section 8, shall be applicable to this Survivor Income Benefit Insurance.

### **Section 9. Dependent Group Life Insurance**

The Company shall continue its arrangements to make available the Dependent Group Life Insurance set forth in this Section.

In the event of any conflict between the provisions of this Section and any other provisions of this Supplemental Agreement, the provisions of this Section will supersede such other provisions to the extent they apply to this Section.

#### **(a) Eligibility Date**

An employee as defined in Article V, Section 1 shall become eligible for the amounts of Dependent Group Life Insurance as determined in accordance with Schedule I, II, III, or IV, and, for employees at work on or after October 15, 1990, Schedule V or Schedule VI, and, for employees at work on or after October 28, 1996, Schedule VII or Schedule VIII, and, for employees at work on or after October 25, 1999, Schedule IX or Schedule X, and, for employees at work on or after September 23, 2002, Schedule XI or Schedule XII, as set forth in subsection (d) herein, on the first day of the calendar month next following the month in which the employee acquires one year of seniority, as defined in Article V, Section 4, provided that the employee, at that time, is insured for the Life Insurance provided in accordance with Section 2(a) or 2(b) of this Article and, has at least one eligible dependent as defined in subsection (c), herein. If the employee does not then meet these conditions, the employee shall become eligible for Dependent Group Life Insurance on the first day of the

calendar month next following the date these conditions are first met.

The date that the employee becomes eligible for amounts of insurance under a Schedule shall be hereinafter referred to as the employee's eligibility date for purposes of the insurance under such Schedule.

**(b) Enrollment and Effective Dates**

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

**(1)** If the employee enrolls on or before the eligibility date, insurance becomes effective on the eligibility date.

**(2)** If the employee enrolls during the 31-day period following the eligibility date, insurance becomes effective on the first day of the calendar month next following the date of enrollment.

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

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

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

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

(c) Definition of Dependent

"Dependent" means (a) the employee's spouse and (b) any unmarried child over 14 days of age (i) of the employee by birth, legal adoption, or legal guardianship, while such child legally resides with and is dependent upon the employee, (ii) of the employee's spouse while such child is in the custody of and dependent upon the employee's spouse and is residing in and a member of the employee's household, (iii) as defined in (i) and (ii) who does not reside with the employee but is the employee's legal responsibility for the provision of health care, and (iv) who resides with and is related by blood or marriage to the employee, for whom the employee provides principal support as defined by the 1987 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 21 must be dependent upon the employee within the meaning of the 1987 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 a person of the opposite sex who has been cohabiting and residing with the employee, or on or after October 25, 1999 a person of the same sex who has been residing with the employee in a conjugal relationship, for a continuous period of at least one

year, and has been publicly represented by the employee as the employee's spouse.

No person may be considered a Dependent of more than one employee.

The Definition of Dependent used in this Section shall apply only to the Dependent Group Life Insurance set forth herein and shall be entirely independent of any such definition used for the Health Care Benefits set forth in the General Motors Canadian Health Care Insurance Program for Hourly-Rate Employees

**(d) Amount of Insurance**

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

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

- \* For employees at work on or after October 15, 1990.
- \*\* For employees at work on or after October 28, 1996.
- \*\*\* For employees at work on or after October 25, 1999.
- \*\*\*\* For employees at work on or after September 23, 2002.

An employee may elect the amounts of insurance determined in accordance with Schedule I, Schedule II, Schedule III or Schedule IV, and, for employees at work on or after October 15, 1990 Schedule V or Schedule VI, and, for employees at work on or after October 28, 1996 Schedule VII or Schedule VIII, and, for employees at work on or after October 25, 1999 Schedule IX or Schedule X, and, for employees at work on or after September 23, 2002 Schedule XI or Schedule XII, depending on the employee's eligibility as set forth in subsection (a) herein.



**(e) Contributions**

The employee shall contribute the full cost of Dependent Group Life Insurance and contributions shall be payable weekly for employees on company payroll, and monthly for employees and retirees on all other payment types. The required contribution, regardless of the number of Dependents on whose account the employee is insured, is as set forth in the following table, which is subject to change.

Employee's Age	Monthly Contribution (Weekly contributions equal the monthly contribution multiplied by 12 months divided by 52 weeks.)											
	Schedule I	Schedule II	Schedule III	Schedule IV	Schedule * V	Schedule * VI	Schedule ** VII	Schedule ** VIII	Schedule *** IX	Schedule *** X	Schedule **** XI	Schedule **** XII
Under 30	\$ 0.23	\$ 0.46	\$ 0.63	\$ 0.78	\$ 1.15	\$ 1.38	\$ 1.61	\$ 1.84	\$ 2.07	\$ 2.30	\$ 2.58	\$ 2.82
30 - 34	0.30	0.59	0.80	1.02	1.48	1.77	2.07	2.36	2.66	2.95	3.29	3.60
35 - 39	0.37	0.72	0.98	1.25	1.81	2.17	2.53	2.89	3.25	3.61	4.01	4.37
40 - 44	0.59	1.18	1.64	2.10	2.95	3.55	4.13	4.73	5.31	5.90	6.51	7.09
45 - 49	0.99	1.97	2.84	3.71	4.92	5.90	6.89	7.88	8.86	9.85	10.87	11.86
50 - 54	1.65	3.29	4.85	6.43	8.20	9.85	11.48	13.12	14.76	16.41	18.09	19.73
55 - 59	2.47	4.92	7.39	9.85	12.30	14.76	17.23	19.68	22.15	24.61	27.09	29.55
60 - 64	3.77	7.54	11.32	15.09	18.86	22.64	26.42	29.45	33.96	37.73	41.52	45.30
65 - 69	5.74	11.48	17.23	22.97	28.71	34.44	40.19	45.93	51.67	57.41	63.17	68.91

\* For employees at work on or after October 15, 1990.

\*\* For employees at work on or after October 28, 1996.

\*\*\* For employees at work on or after October 25, 1999.

\*\*\*\* For employees at work on or after September 23, 2002.

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

**(f)** Payment of Benefits

If a Dependent dies from any cause while the employee is insured for Dependent Group Life Insurance, the amount of such insurance in force on account of the Dependent shall be paid in a lump sum to the employee (the employee is the beneficiary for Dependent Group Life Insurance). The employee's insurance certificate shall set forth the procedure for payment of insurance in case a Dependent dies subsequent to the death of the employee.

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

**(g)** Cessation of Insurance

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

(1) The date the employee ceases to have a Dependent as defined in subsection (c), herein.

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

(3) If the employee fails to make a required contribution for Dependent Group Life Insurance when due, the last day of the calendar month immediately preceding the calendar month for which contribution was due.

(4) The last day of the calendar month in which the employee attains age 70.

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

The Dependent Group Life Insurance on account of any Dependent shall automatically cease on the day immediately preceding the date such person ceases to be a Dependent as defined in subsection (c) herein.

**(h) Conversion Privilege**

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

(1) cessation of the employee's insurance in accordance with Article III, Section 8(a), unless such cessation was due to discontinuance of Dependent Group Life Insurance under the Plan as defined in Article V, Section 5, or

(2) such person's ceasing to be a Dependent as defined in subsection (c) herein,

such person shall be entitled to have an individual policy of Life Insurance only, without Disability or Accidental Means Death Benefits, issued by the insurance company, without evidence of insurability. Such individual policy shall be upon one of the forms then customarily issued by the insurance company, and will provide an individual policy of:

(a) term insurance for a period of one year; or (b) term insurance to age 65; or (c) life insurance under any regular plan then being issued by the insurance company and the premium for such individual policy shall be the premium applicable to the class of risk to which such person belongs and to the form and amount of the individual policy at such person's attained age at the date of issue of such individual policy. The amount of such individual policy shall be equal to (or, at the option of such person, less than) the amount of Dependent Group Life Insurance in force on account of such person on the date of cessation of such insurance.

Any individual policy of Life Insurance so issued shall become effective at the end of the 31-day period during which application for such individual policy may be made. If, however, the person who is entitled to the privilege of obtaining an individual policy of Life Insurance dies during such 31-day period, the insurance company shall pay to the employee, whether or not application for such individual policy shall have been made, the maximum amount of Life Insurance for which an individual policy could have been issued. The employee's insurance certificate shall set forth the procedure for payment of insurance in case such person dies subsequent to the death of the employee.

## **Section 10. Optional Group Life Insurance**

The Company shall continue its arrangements to make available, the Optional Group Life Insurance set forth in this Section.

In the event of any conflict between the provisions of this Section and any other provisions of this Supplemental Agreement, the provisions of this Section will supersede such other provisions to the extent they apply to this Section.

### **(a) Eligibility Date**

An employee as defined in Article V, Section 1 who is insured for the Life Insurance provided in accordance with Section 2(a) or 2(b) of this Article, shall become eligible for the amounts of Optional Group Life Insurance as determined in accordance with Schedule I, II, III, IV or V, and, for employees at work on or after October 15, 1990, Schedule VI and Schedule VII, and, for employees at work on or after October 28, 1996, Schedule VIII and Schedule IX, and, for employees at work on or after October 25, 1999, Schedule X and Schedule XI, as set forth in subsection (c) herein, on the first day of the calendar month next following the month in which the employee acquires one year of seniority, as defined in Article V, Section 4.

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

### **(b) Enrollment and Effective Dates**

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

(1) If the employee enrolls on or before the eligibility date, insurance becomes effective on the eligibility date.

(2) If the employee enrolls during the 31 day period following their eligibility date, insurance becomes effective on the first day of the calendar month next following the date of enrollment.

(3) If the employee enrolls subsequent to the 31st day following the employee's eligibility date, or if the employee becomes insured for Optional Group Life Insurance and later decides to enroll for a higher amount of insurance as set forth in subsection (c) herein, the employee must furnish evidence satisfactory to the insurance company (a) of the employee's good health, or (b) that the employee has married or acquired children by birth or adoption during the 31 day period immediately prior to such enrollment. In either case, insurance will become effective on the first day of the calendar month next following the date the insurance company approves the evidence, provided that in the case of (b) herein, the change in status is still in existence.

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

If the employee becomes insured for Optional Group Life Insurance and later enrolls for a lower amount of insurance as set forth in subsection (c), herein, the employee shall become insured for such lower amount of insurance on the first day of the calendar month next following the month for which the employee last contributed for the higher amount, whether or not the employee is then actively at work.

(c) Amount of Insurance

An employee may elect one of the following Schedules of Optional Group Life Insurance:

Schedule I	-	\$10,000	Schedule IV	-	\$40,000
Schedule II	-	\$20,000	Schedule V	-	\$50,000
Schedule III	-	\$30,000			

and for employees at work on or after October 15, 1990

Schedule VI	-	\$75,000	Schedule VII	-	\$100,000
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and for employees at work on or after October 28, 1996

Schedule VIII	-	\$125,000	Schedule IX	-	\$150,000
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and for employees at work on or after October 25, 1999

Schedule X - \$175,000      Schedule XI - \$200,000

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

If, after the employee's 65th birthday, an employee either enrolls initially for Optional Group Life Insurance or becomes insured for an increased or decreased amount of insurance, then, for the purpose of the reductions set forth in the preceding sentence, the amount of Optional Group Life Insurance shall be determined as though such initial, increased or decreased amount were in force on the employee's 65th birthday.

No Optional Group Life Insurance is provided after the end of the month in which the employee attains age 70.

**(d) Contributions**

The employee shall contribute the full cost of the Optional Group Life Insurance and contributions shall be payable weekly for employees on company payroll and monthly for employees and retirees on all other payment types. The required contribution for each \$1,000 of Optional Group Life Insurance is as set forth in the following table, which is subject to change.

<b>Employee's Age</b>	<b>Monthly Contribution<sup>1</sup></b>
Less than 30	\$0.05
30 - 34	0.05
35 - 39	0.07
40 - 44	0.13
45 - 49	0.24
50 - 54	0.41
55 - 59	0.69
60 - 64	0.89
65 - 69	1.58

1. Weekly contribution equals the monthly contribution multiplied by 12 months divided by 52 weeks.

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

**(e) Payment of Benefits**

**(1)** The amount of Optional Group Life Insurance is payable to the beneficiary of record of the employee in the event of death from any cause while the employee is insured for Optional Group Life Insurance.

**(2)** At the written request of the beneficiary, Optional Group Life Insurance shall be paid either in a lump sum or in instalments. No instalment settlement election shall be valid if such settlement would result in instalment payments of less than \$10.00 each.

**(3)** If the insurance is payable in instalments and the beneficiary dies before all instalments have been paid, the unpaid instalments shall be commuted at the rate of interest used in computing the amount of instalment payments, and paid in one lump sum to the estate of the beneficiary unless otherwise provided in the election of an instalment settlement.

**(4)** The employee's insurance certificate shall set forth the administrative provisions regarding the recording of beneficiary designations, changes of beneficiary and the

procedure for payment of insurance in case there is no beneficiary living at the death of the employee.

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

**(f) Cessation of Insurance**

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

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

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

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

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

**(g) Conversion Privilege**

Upon written application made by a person to the insurance company within 31 days after the date of cessation of the employee's Optional Group Life Insurance because of cessation, in accordance with Article III, Section 8(a), of the employee's insurance the employee shall be entitled to have an individual policy of Life Insurance only, without Disability or Accidental Means Death Benefits, issued by the insurance company, without evidence of insurability. Such individual policy shall be upon one of the forms then customarily issued by the insurance company, and will provide an individual policy of:

(a) term insurance for a period of one year; or (b) term insurance to age 65; or (c) life insurance under any regular plan then being issued by the insurance company and the premium for such individual policy shall be the premium applicable to the class of risk to which the employee belongs



and to the form and amount of the individual policy at the employee's attained age at the date of issue of such individual policy. The amount of such individual policy shall be equal to (or, at the option of the employee, less than) the amount of the employee's Optional Group Life Insurance in force on account of such person on the date of cessation of such insurance.

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

#### **Section 11. Total and Permanent Disability Benefits**

Effective September 17, 2008, Total and Permanent Disability Benefits are modified as follows:

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

(1) If an employee becomes totally and permanently disabled, as defined in Subsection (3) herein, while insured under the Plan and prior to the end of the month in which the employee's 65th birthday occurs, and if the employee has credit for less than ten Years of Participation under the Plan on the last day of the month in which the employee becomes totally and permanently disabled and provided that satisfactory written proof of such disability is submitted, as required herein, and provided the employee so elects, the insurer shall discontinue the Life and Extra Accident Insurance on the life of said employee and will pay to the employee, in lieu of the payment of Life Insurance at the employee's death, a lump sum payment or monthly instalments, as the employee may elect. In the event that an employee elects payment on a monthly instalment basis, such instalments will be payable at the rate of \$20 per month for each \$1,000 of the employee's Life Insurance under the Plan at the date of commencement of such disability until such amount of insurance is exhausted.

(2) An employee eligible to retire under any Company pension or retirement program except under the

General Motors Canadian Hourly-Rate Employees Pension Plan, Article I, Section 2(a)(4) is ineligible for this benefit.

**(3)** An employee shall be deemed to be totally and permanently disabled only if the employee is not engaged in regular employment or occupation for remuneration or profit and on the basis of medical evidence satisfactory to the insurance company the employee is found to be wholly and permanently prevented from engaging in regular employment or occupation with the Company at the plant or plants where the employee has seniority for remuneration or profit as a result of bodily injury or disease, either occupational or non-occupational in cause, but excluding disabilities resulting from service in the armed forces of any country unless the employee becomes totally and permanently disabled after the employee has accumulated at least 10 years of seniority following separation from service in the armed forces.

**(4)** If the employee should die during the period of total and permanent disability and while the monthly instalments are being paid, an amount equal to the then commuted value of the instalments remaining unpaid, shall be paid in a lump sum as a death benefit to the beneficiary of record of the employee.

**(b)** Payment of Benefits

**(1)** The first monthly instalment of payments under this Section shall be payable on the later of

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

**(ii)** the day following the date of expiration of the maximum number of weeks for which Sickness and Accident Benefits are payable to the employee under any plan to which the Company contributes, or

**(iii)** the day following the date of expiration of the maximum number of months for which Extended Disability Benefits are payable to the employee.

**(2)** If an individual policy of Life Insurance has been issued in accordance with the provisions described in Article IV, Section 6(a), payment may be made under the

provisions described in this Section only if such individual policy is surrendered without claim thereunder. In such case, any premiums paid on such individual policy shall be refunded.

(3) If such disability is due to or accompanied by mental incapacity, the whole or any part of such instalments may, at the option of the insurance company, be paid to the beneficiary of record of the employee or to any other person or institution then in the judgment of the insurance company contributing toward or providing for the care or maintenance of the employee.

(c) Employee Contributions

No employee contributions under this Article are required while the employee is receiving such Total and Permanent Disability Benefits.

(d) Cessation of Disability

(1) If the employee ceases to be disabled or fails to submit any required proof, the monthly instalments shall automatically and immediately cease.

(2) If the employee recovers and returns to work with the Company, Life Insurance shall be reinstated for an amount determined in accordance with the Schedule of Benefits applicable to the employee on the employee's return to work and on the basis of the employee's base hourly rate at the time in accordance with Article IV, Section 2(a). If the employee again becomes total and permanently disabled, they shall be eligible for the amount of insurance in force when the later disability commenced, less any Life Insurance previously paid to them.

(3) If the employee recovers but does not return to work with the Company within 31 days thereafter, all insurance and benefits shall cease at the end of such 31 day period, but within such 31 day pay period the employee may convert the then commuted value of the unpaid instalments into an individual policy in accordance with Article IV, Section 6(a).

(e) Proof of Disability

Notwithstanding that proof of total and permanent disability may have been accepted by the insurance company as satisfactory, the employee on request from the insurance company shall furnish due proof of the continuance of such disability, and shall submit to physical examination at reasonable intervals by physicians designated by the insurance company.

## **ARTICLE III**

### **CONTINUATION OF INSURANCE, COMPANY AND EMPLOYEE CONTRIBUTIONS, AND CESSATION OF INSURANCE**

#### **Section 1. Employees in Active Service**

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

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

#### **Section 2. Employees on Layoff or Leave of Absence Other than for Disability**

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

(a) For the first month all insurance provided under Article II will be continued and the Company shall pay the full monthly premium charge for such insurance (other than Dependent Group Life Insurance and Optional Group Life Insurance). If enrolled, the employee shall contribute the full cost of any Dependent Group Life Insurance and Optional Group Life Insurance which the employee elects to continue.

(b) For the next 12 months in case of a layoff (15 months in the case of an employee at work on or after November 17, 2002) and (24 months in the case of an employee at work on or after September 15, 1982 who has 10 or more years of seniority as of the last day worked prior to layoff) and the next 11 months in case of a leave of absence other than for disability only the Life, Extra Accident, Survivor Income Benefit, Dependent Group Life, and Optional Group Life Insurance may be continued.

(1) For such period in case of a layoff, contributions shall be in accordance with certain schedules

established by the Company related to eligibility for Supplemental Unemployment Benefits, to seniority, or on some other basis, under which coverages (other than Dependent Group Life Insurance and Optional Group Life Insurance) continued by a laid-off employee shall be continued without cost to the employee during a specified number of full calendar months of layoff. Company contributions shall commence with the first month after the month in which the Company contributed under the provisions of subsection (a) herein.

Employees shall contribute 50¢ per month per \$1000 of Life Insurance for such coverages (other than Dependent Group Life Insurance and Optional Group Life Insurance) continued in any month of layoff in which they are not eligible for such Company contributions. If enrolled, the employee shall contribute the full cost of any Dependent Group Life Insurance and Optional Group Life Insurance which the employee elects to continue.

(2) For such period in case of a leave of absence other than for disability employee contributions shall be at the rate of 50¢ per month per \$1000 of Life Insurance for such coverages (other than Dependent Group Life Insurance and Optional Group Life Insurance) continued. If enrolled, the employee shall contribute the full cost of any Dependent Group Life Insurance and Optional Group Life Insurance which the employee elects to continue.

(c) Life, Extra Accident, Survivor Income Benefit, Dependent Group Life and Optional Group Life Insurance may be continued by an employee while on layoff for up to 12 additional months beyond the last month for which the Company contributed in accordance with subsection (b)(1) herein. Employees shall contribute 50¢ per month per \$1000 of Life Insurance for such coverages (other than Dependent and Optional Group Life Insurance) continued in any month of layoff in which they are not eligible for such Company contributions. If enrolled, the employee shall contribute the full cost of any Dependent Group Life Insurance and Optional Group Life Insurance which the employee elects to continue.

At the end of the above applicable period, except as otherwise provided in this Article, or at any time the employee fails to make the required contributions during such period, the employee's insurance is cancelled and the employee is entitled

to the conversion privilege as described in Article IV, Section 6(a).

**(d) Employee Placed on Layoff From Disability Leave of Absence**

For an employee at work on or after September 15, 1982 who, upon reporting for work from an approved disability leave of absence, is immediately placed on layoff, the day the employee reports for work shall be deemed to be the day such employee last works prior to layoff and the insurance to be continued during such layoff will be that for which the employee was insured on the actual day the employee last worked, but only for purposes of this Section 2.

**Section 3. Disabled Employees**

**(a)** For any period during which an employee

**(1)** shall be entitled to receive Sickness and Accident Benefits, or

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

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

**(b)** If, on the next regularly scheduled work day after an employee's disability leave of absence is cancelled by the plant because the employee's disability has ceased, the employee is again disabled so as to satisfy the disability requirements for Sickness and Accident Benefits and is thereby unable to return to work, all the employee's insurance under Article II shall

remain in force while the employee is so disabled, on the same basis as if the employee had become disabled while Sickness and Accident Insurance was in force, but in no case will the duration of Sickness and Accident Benefits exceed the maximum period for which benefits would have been payable at the onset of the initial disability as set forth in Article II, Section 6 (b)(1).

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

(c) If at the expiration of the periods specified in subsections (a) or (b) herein, an employee is receiving payments because of employment with the Company under any Workers' Compensation Law or Act or any Occupational Disease Law or Act, the employee shall have only Life, Extra Accident, Survivor Income Benefit, Dependent Group Life and Optional Group Life Insurance continued for the period the employee continues to receive such payments.

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

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

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



Insurance and Optional Group Life Insurance which the employee elects to continue.

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

**(1) Employees With Less Than Ten Years of Participation**

An employee may continue during a period of continuing total disability only Life, Extra Accident, Survivor Income Benefit, Dependent Group Life and Optional Group Life Insurance which was in force on the last day of the month in which disability commenced for a minimum period of one year from the date of disability, or, if longer, for a period not to exceed the employee's Years of Participation as of the first day of disability, but not after age 65. Contributions for insurance so continued shall be at the rate of 50¢ per month per \$1000 of Life Insurance for such insurance (other than Dependent Group Life Insurance and Optional Group Life Insurance) continued. If enrolled, the employee shall contribute the full cost of any Dependent Group Life Insurance and Optional Group Life Insurance which the employee elects to continue.

**(2) Employees With Ten or More Years of Participation**

An employee may continue during a period of continuing total disability up to age 65 only the Life, Extra Accident, Survivor Income Benefit, Dependent Group Life and Optional Group Life Insurance which was in force on the last day of the month in which disability commenced. Contributions for insurance so continued shall be at the rate of 50¢ per month per \$1000 of Life Insurance, for such insurance (other than Dependent Group Life Insurance and Optional Group Life Insurance) continued, except that while the employee is adjudged totally and permanently disabled no further contributions for such Insurance (other than Dependent Group Life Insurance and Optional Group Life Insurance) will be required. If enrolled, the employee shall contribute the full cost of any Dependent Group Life Insurance and Optional Group Life Insurance which the employee elects to continue.

Life Insurance on and after age 65 shall be determined as set forth in Article II, Section 2(b). Sickness and Accident

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

#### **Section 4. Special Continuation of Insurance**

##### **(a) Within Five Years of Normal Retirement Date**

(1) An insured employee who ceases active work within five years of the employee's normal retirement date and was insured from the date which precedes by five years such normal retirement date to the date the employee ceases active work, or

(2) who has ceased active work prior to the date which precedes by five years the employee's normal retirement date but is insured on the date which precedes by five years such normal retirement date, and who in either case has five or more Years of Participation at the end of the month which precedes by five years the normal retirement date may continue only Life, Extra Accident, Survivor Income Benefit, Dependent Group Life and Optional Group Life Insurance to the normal retirement date by making the required contributions at the rate of 50¢ per month per \$1000 of Life Insurance, (other than Dependent Group Life Insurance and Optional Group Life Insurance) except that such contributions shall not be required of any such retired employee eligible for benefits under Article I, Section 2 (except 2(a)(4)) or 3 of The General Motors Canadian Hourly-Rate Employees Pension Plan. If enrolled, the employee shall contribute the full cost of any Dependent Group Life Insurance and Optional Group Life Insurance which the employee elects to continue.

##### **(b) Prior to Five Years Before Normal Retirement Date**

An insured employee who retires or is retired prior to five years before the employee's normal retirement date under the provisions of Article I, Section 2(a) (except 2(a)(4)) or (b) of The General Motors Canadian Hourly-Rate Employees Pension Plan and who was insured to the date the employee retires or was retired shall have only Life and Extra Accident

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

**(c) Uninsured Employee Retiring With Benefits**

An uninsured employee retiring with benefits under any Company pension plan or retirement program (except those retiring under the General Motors Canadian Hourly-Rate Employees Pension Plan, Article I, Section 2(a)(4)), without returning to work from a layoff or leave of absence who thereby is unable to continue Life and Extra Accident Insurance in accordance with subsections (a) or (b) herein, shall become insured, if the employee is then under age 65, on the first day of the month following the month in which seniority is cancelled because of such retirement for the same amount the employee could have continued at the time of retirement, subject to reduction at age 65 in accordance with Article II, Section 2(b). Contributions (other than for Dependent Group Life Insurance and Optional Group Life Insurance) shall not be required of any such retired employee. If enrolled, the employee shall contribute the full cost of any Dependent Group Life Insurance and Optional Group Life Insurance which the employee elects to continue.

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

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

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

## **Section 5. Coverages During Union Leave of Absence**

(a) An employee who is on leave of absence requested by the Local Union to permit the employee to work for the Local Union may continue, until the date such leave or any extension thereof ceases to be operative, all Group Insurance provided in Article II of the Program. For such insurance continued under Article II, an employee shall pay 60¢ per month per \$1,000 of Life Insurance for Life, Extra Accident and Survivor Income Benefit Insurance, \$5.00 per month for Sickness and Accident and Extended Disability Benefit Insurance, and the full cost of Optional and Dependent Group Life Insurance.

(b) An employee who is on leave of absence granted under Paragraph (71) of the Collective Bargaining Agreement may continue, until the date such leave or any extension thereof ceases to be operative, Life, Extra Accident, Survivor Income Benefit, Optional and Dependent Group Life Insurance. The employee shall contribute 60¢ per month per \$1,000 of Life Insurance for Life, Extra Accident and Survivor Income Benefit Insurance, and the full cost of Optional and Dependent Group Life Insurance.

(c) Furthermore, such leaves of absence existing on the applicable effective date of the amended Program for any such employees will not operate to defer the effective dates of any such coverages for such employees under the Program.

## **Section 6. Coverages Following Loss of Seniority**

The provisions of Section 8(a) of this Article to the contrary notwithstanding, if an employee loses seniority under the Collective Bargaining Agreement pursuant to:

(a) Paragraphs (54)(c), (54)(d), or (54)(e), all insurance provided under Article II shall cease as of the last day of the month in which seniority is lost;

(b) Paragraph (54)(a) or (54)(b), and if such employee is seeking to have seniority reinstated through the grievance procedure established in the Collective Bargaining Agreement, all insurance provided under Article II shall cease as of the last day of the month in which seniority is lost.

If an employee loses seniority pursuant to Paragraphs (54)(a), (54)(b), (54)(c), (54)(d) or (54)(e) of the Collective Bargaining

Agreement, and if such employee is seeking to have seniority reinstated through the grievance procedure established in the Collective Bargaining Agreement, the employee's Life, Extra Accident, Survivor Income Benefit, Optional and Dependent Group Life Insurance provided in Article II of the Program, may be continued while the employee's grievance is pending beyond the periods specified in (a) or (b) herein. The employee shall contribute 50¢ per month per \$1,000 of Life Insurance for Life, Extra Accident, and Survivor Income Benefit Insurance, and the full cost of Optional and Dependent Group Life Insurance.

In the case of an employee whose grievance is withdrawn and the employee is undergoing treatment for substance abuse, such employee for the period of treatment, may continue coverage of Life, Optional and Dependent Group Life Insurance provided in Article II of the Program.

The employee shall contribute 50¢ per month per \$1,000 of Life Insurance and the full cost of Optional and Dependent Group Life Insurance.

The provisions of Section 8(a) of this Article to the contrary notwithstanding, if an employee loses seniority under the Collective Bargaining Agreement pursuant to Paragraphs (54)(a), (54)(b), (54)(c) or (54)(d), and if such employee has seniority reinstated through the grievance procedure established in the Collective Bargaining Agreement, but is unable to return to work because of disability, and is placed on a Sick Leave of Absence, for purposes of insurances provided under Article II the employee will be deemed to have returned to active work on the last regularly scheduled work day prior to the day the employee would otherwise have returned to work except for such disability.

#### **Section 7. Reinstatement of Sickness and Accident Insurance During Layoff**

Sickness and Accident Insurance shall be reinstated, subject to the modifications set forth herein, for an employee insured for Life Insurance who becomes wholly and continuously disabled while on a qualifying layoff as defined in the Canadian Supplemental Unemployment Benefit Plan or who, upon responding to recall from such layoff, is found medically disabled by the plant physician, thereby preventing return to work, or is certified by the employee's physician to be unable

to return to work because of disability, and who was either eligible for a Regular Benefit, or if ineligible, such ineligibility was solely because of the allocation of vacation pay as earnings, or was employed by another employer, immediately prior to becoming disabled.

The provisions of Article II, Section 6 of the Program to the contrary notwithstanding, Sickness and Accident Benefits provided hereunder shall be payable only if the employee has at least one Credit Unit under the Canadian SUB Plan with respect to each Week (as defined in the Canadian SUB Plan) for which Sickness and Accident Benefits are claimed (Credit Units shall be cancelled for each Sickness and Accident Benefit payable, in accordance with Article III, Section 4 of the Canadian SUB Plan). Such benefits shall be payable effective the later of the day following the last day for which a Regular Benefit was payable to the employee, or the first day of disability.

No Sickness and Accident Benefit provided hereunder shall be payable for any Week for which the employee would be ineligible to receive a Regular Benefit, due to the utilization of the Income Security Fund Maximum Company Liability pursuant to Article VIII, (19) of the Canadian SUB Plan.

The Sickness and Accident Benefit for any Week shall be reduced by the amount of any unemployment benefit under the Employment Insurance Act the employee receives or is eligible to receive and by any other disability benefit the employee receives for the same Week under a plan financed in whole or in part by another employer.

Except as specifically modified herein, the payment of reinstated Sickness and Accident Benefits shall be governed by the applicable provisions of the Program with respect to Sickness and Accident Insurance.

### **Section 8. Cessation of Insurance**

**(a)** If an employee quits or is discharged, all insurance shall automatically cease as of the day the employee quits or is discharged or on the date seniority is broken, if later.

**(b)** If the employee fails to make the required contributions for coverages under Article II, such coverages shall automatically cease on the date of the expiration of the last

period for which such contribution was made by the employee or the Company.

(c) All insurance shall automatically cease upon the discontinuance of the Plan, or, if the provisions thereunder for any one of the forms of coverage in Article II are discontinued, that form of coverage shall be discontinued.

(d) If Sickness and Accident Insurance does not cease in accordance with subsection (a) herein, such insurance shall automatically cease on the later of the date of:

(1) the expiration of the maximum number of weeks for which weekly benefits are payable under this coverage on account of the employee's disability, and

(2) the earlier of the expiration of the employee's approved disability leave of absence, or retirement.

Sickness and Accident Insurance may be reinstated only if and when the employee returns to active work for the Company. However, in the event Sickness and Accident Benefits cease while an employee's personal physician continues to certify to total disability and the employee remains on approved disability leave of absence, Sickness and Accident Insurance shall remain in force but in no case would the duration of benefits exceed the maximum period for which benefits would have been payable at the onset of disability as set forth under Article II, Section 6(b)(1).

## ARTICLE IV

### GENERAL PROVISIONS

#### **Section 1. Amount of Insurance Depends on Base Hourly Rate**

(a) Amounts of Life, Extra Accident, Sickness and Accident and Extended Disability Benefit Insurance are determined by the base hourly rate on the date the employee becomes insured under the Plan.

(b) Base hourly rate, as used in this Article, shall not include overtime or night shift premiums or any Cost-of-Living Allowance.

(c) An employee retired prior to January 1, 2017 under The General Motors Canadian Hourly-Rate Employees Pension Plan, other than on disability retirement, prior to age 65 who returns to work prior to age 65 while still insured, shall have insurance determined on the employee's base hourly rate on the date the employee returns to work, but in no event shall the amount of the employee's Life and Extra Accident Insurance be less than the employee had prior to retirement.

(d) An employee retired prior to January 1, 2017 under The General Motors Canadian Hourly-Rate Employees Pension Plan who is reemployed by the Company after age 65 shall have the same Life Insurance as if the employee had not returned to active service. In addition, Extra Accident and Sickness and Accident Insurance shall be reinstated for this period of active service.

(e) An employee retired on or after January 1, 2017 under The General Motors Canadian Hourly-Rate Employees Pension Plan, who is reemployed by the Company shall have the same Life Insurance as if the employee had not returned to active service. In addition, Extra Accident and Sickness and Accident Insurance shall be reinstated for this period of active service.

#### **Section 2. Amount of Insurance Subsequent to Becoming Insured Under the Plan**

(a) Subsequent to the date an employee becomes insured under the Plan the amount of insurance for which the employee is insured shall be based on the employee's current



base hourly rate, except that if the employee is not actively at work on the date when the amount of insurance would change, the employee shall be insured for such changed amount when the employee returns to work. No change in amount of Life Insurance because of changes in pay rate shall become effective after the employee attains age 65.

(b) Changes in amount of insurance due to transfers from salaried to hourly payrolls shall become effective on the date of transfer, provided the employee is then actively at work. If the employee is not actively at work on such date, the change will be effective on the date of the employee's return to work.

(c) Irrespective of the foregoing, in the event of death or total disability, if an employee's base hourly rate on the January 1, April 1, July 1, or October 1 immediately preceding the employee's last day worked would entitle the employee to larger amounts of insurance than those which were in effect on the date of death or total disability, payment of benefits shall be on the basis of such larger amounts; provided, however, this subsection shall not apply to the Life and Extra Accident Insurance of an employee age 65 or over.

(d) An employee who returns from an occupational disability absence and because of a continuing physical limitation connected with such occupational disability is placed on a job paying a lower base hourly rate than the job held immediately prior to the employee's disability absence, will have amounts of Life, Extra Accident, Sickness and Accident, and Extended Disability Benefit Insurance determined in accordance with the higher base hourly rate of the employee's former job, as determined by the Schedules of Benefits in Article II, Sections 1 and 5, for as long as the employee receives payments under any applicable Workers' Compensation Law in reimbursement for the loss in pay occasioned by such physical limitation.

**Section 3.** Deleted – 2012 Negotiations

**Section 4. Recovery of Benefit Overpayments**

(a) If it is determined that any benefit(s) paid to an employee under Article II should not have been paid or should have been paid in a lesser amount, written notice thereof shall be given to such employee and the employee shall repay the amount of the overpayment to the insurance company.

(b) If the employee fails to repay such amount of overpayment promptly, the insurance company shall arrange to recover the amount of the overpayment by making an appropriate deduction or deductions from any future benefit payment or payments payable to the employee under Article II, or may request the Company to make appropriate deduction or deductions from future compensation payable by the Company to the employee.

**Section 5. Recovery of Disability Benefit Advances**

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

**Section 6. Conversion Privilege**

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

(1) the date Life Insurance ceases in accordance with Article III, Section 8(a), or

(2) the date of the cessation of the payment of instalments pursuant to Article II, Section 11(d)(3), provided the employee does not return to active work and provided the employee's Life Insurance is not reinstated under Article II, the employee shall be entitled to have issued by the insurance company, without evidence of insurability, an individual policy of Life Insurance only, without Disability or Extra Accident Insurance. Such individual policy shall be upon one of the forms then customarily issued by the insurance company, and will provide an individual policy of: (a) term insurance for a period of one year; or (b) term insurance to age 65; or (c) life insurance under any regular plan then being issued by the insurance company, and the premium for such individual policy shall be the premium applicable to the class of risk to which the employee belongs and to the form and

amount of the individual policy at the employee's attained age at the date of issue of such individual policy. The amount of such individual policy shall be equal to (or at the option of the employee less than) the amount of the employee's Life Insurance or death benefit under the Plan on whichever of the dates specified in items (1) and (2) herein is applicable.

For an employee who is insured for Survivor Income Benefit Insurance on the date of cancellation of Life Insurance, the amount of such individual policy may at the option of the employee be increased by an amount not to exceed the total amount of monthly Survivor Income Benefit payments that would have been made if the employee had died on the date insurance ceased.

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

#### **Section 7. Subrogation**

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

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

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

## **ARTICLE V**

### **DEFINITIONS**

#### **Section 1. Employee**

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

(1) hourly-rate persons employed on a full-time basis;

(2) students from educational institutions who are enrolled in cooperative training courses on hourly rate;

(b) The term "employee" shall not include employees represented by a labour organization which has not signed an agreement making the Program applicable to such employees.

#### **Section 2. Years of Participation**

(a) For service subsequent to September 1, 1950 and prior to October 1, 1975, Years of Participation shall be the total duration of all periods after September 1, 1950, during which the employee is insured for Life Insurance whether or not the employee's service is continuous for such periods, plus any time spent by the employee on military leave, plus any period during which the employee received Total and Permanent Disability Benefits under the Program. After September 1, 1950 and prior to October 1, 1975, any employee who is not insured for Life Insurance under Article II for the whole of a period in excess of 24 consecutive months shall lose Years of Participation for any period prior to a subsequent resumption of coverage, except that there shall be no loss of Years of Participation while the employee's seniority remains unbroken.

(b) Notwithstanding the definition of Years of Participation in subsections (a) and (b) above, prior to October 1, 1975, in the case of any employee under age 65 whose years of credited service accrued prior to the end of the month in which the employee attains age 65 under The General Motors Canadian Hourly-Rate Employees Pension Plan exceeds the employee's Years of Participation under the Program, such credited service shall be used for the purposes of such subsections (a) and (b) in lieu of Years of Participation.

(c) For an employee at work on and after October 1, 1975, Years of Participation shall be the sum of

(1) the greater of the employee's Years of Participation or credited service accrued under The General Motors Canadian Hourly-Rate Employees Pension Plan as of September 30, 1975, plus

(2) the employee's credited service accrued under such Plan on and after October 1, 1975, plus, for an employee at work on or after September 17, 1979 who continues to work beyond age 68,

(3) the greater of the total duration of all periods during which the employee is insured for Life Insurance subsequent to the month the employee attains age 68, and prior to the date seniority is broken, or credited service accrued under The General Motors Canadian Hourly-Rate Employees Pension Plan after age 67, if any.

### **Section 3. Company**

The term "Company" shall mean a particular directly or indirectly owned Canadian Subsidiary Company of General Motors Company which has determined to participate in the Program.

### **Section 4. Seniority**

Seniority as used in this Program is whichever of the following periods is applicable to the employee:

(a) If the employee is represented under a Collective Bargaining Agreement, seniority for the purposes of this Program shall be the same as seniority as defined in such Agreement.

(b) In the case of each non-represented employee, seniority for the purposes of this Program shall be the employee's unbroken service as defined by rules established by the Company.

**Section 5. Plan**

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

**Section 6. Carrier**

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

**Section 7. Surviving Spouse**

The term "Surviving Spouse" shall mean:

(a) the person to whom the Employee is legally married prior to the Employee's death, if not living separate and apart, or

(b) on or after December 13, 1976 a person of the opposite sex who had been cohabiting and residing with the Employee at the time of the Employee's death, or on or after October 25, 1999 a person of the same sex who had been residing with the Employee in a conjugal relationship, for an immediately preceding continuous period of at least one year, and who had been publicly represented by the Employee as the Employee's spouse, or

(c) the person in (a) above that is living separate and apart if there is no person eligible under (b) above.

**MISCELLANEOUS  
GROUP LIFE AND DISABILITY  
INSURANCE PROGRAM  
DOCUMENTS**

## **INSURANCE ITEMS AGREED TO**

1. There shall be appointed at each plant covered by the terms of the Master Agreement between the parties dated September 20, 2016, a local union insurance representative and a local management insurance representative. Each such representative shall have an alternate. One additional local union insurance representative may be provided at locations having 10,000 or more employees at work on the effective date of the Master Agreement covering such employees. Any union insurance representative and alternate shall be appointed by the local union.
2. In the event the local union insurance representative is absent, the alternate may perform the duties of such representative but the total time spent by the local union insurance representative and the alternate when combined may not exceed eight hours of available time in a day.
3. The individual appointed by the local union as the local union insurance representative or alternate shall be an employee of the Company, having at least one year of seniority, and working at the plant where, and at the time when, the individual is to serve as such representative.
4. Management or the local union at any time may remove any local insurance representative or alternate appointed by it and may appoint a representative or alternate to fill any vacancy.
5. The names of the local union insurance representative and alternate member shall be given in writing by the National Union Unifor Representative to the Director of Personnel or designated representative. No such representative or such alternate shall function as such until such written notice has been given.
6. The names of the local management representative and alternate local management representative shall be given in writing by the Director of Personnel or designated representative to the National Union Unifor Representative.
7. The local union insurance representative shall, after reporting to the Supervisor, be granted permission to leave work during regular working hours without loss of pay:



**a.** to attend meetings with the local management representative and,

**b.** to confer with an employee, retiree, or beneficiary, who requests the representative's presence in order to give the local union insurance representative necessary information with respect to a problem regarding a denied claim, lack of coverage, a suspended claim, insufficient payment of a claim, a delayed claim, or an anticipated claim, with the understanding that the time will be devoted to the prompt handling of insurance matters that may be properly appealed under the procedure.

**8.** Meetings of the local union representative and the local management representative with respect to matters covered by the Procedure for Review of Denied Claims shall be arranged by mutual agreement.

**9.** Consistent with the purpose of the procedure a rule of reason should be applied in determining whether an employee should be excused from the job in order to confer with the local union insurance representative. A rule of reason should likewise be applied when, due to production difficulties, excessive absenteeism, or other emergencies, it will not be possible to immediately relieve the employee from the job. On many jobs a discussion between the employee and the local union insurance representative is entirely practical without the necessity for the employee being relieved.

On the other hand, an employee working on a moving conveyor, in an excessively noisy area, or climbing in and out of bodies, should be permitted a reasonable period of time off the job and a suitable place in which to discuss the employee's insurance problem as set forth in 7.b., herein, with the local union insurance representative. A suitable place in which to discuss such problems also should be permitted a retiree or beneficiary. This shall not interfere with any local practice which is mutually satisfactory.

**10.** At the request of an employee, retiree, or survivor, the local union insurance representative shall, after reporting to the Supervisor, be granted permission to leave work during regular working hours without loss of pay to be present at a plant meeting, if any, when the employee or survivor is filing a claim under the General Motors Canadian Group Life and Disability Insurance Program for Hourly-Rate Employees for

Extended Disability Benefits, Total And Permanent Disability Insurance Benefits or Survivor Income Benefits with the plant management insurance representative.

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

**1. (a)** In plants having a total of at least 1,500 but less than 3,000 employees on second and third shift operations combined, there may be one local union benefit representative assigned to the second shift. There shall be no increase in the total number of local union representatives and alternates at such plants.

**(b)** In plants having a total of 600 or more but less than 1,500 employees on second and third shift operations combined, there may be one local union benefit representative assigned to the second shift. In addition, in such plants, there will be one member of the local Pension Committee, one member of the local Insurance Committee, and one member of the local Supplemental Unemployment Benefit Committee. Each such member shall have an alternate.

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

**3.** The time available to such second shift local union benefit representative will not be affected by the time available and/or used by local union benefit representatives on the first shift. However, the total time spent by such second

shift local union benefit representative may not exceed eight (8) hours of available time in a day.

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

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

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

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

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

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

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

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

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

## **PROCEDURE FOR REVIEW OF DENIED CLAIMS**

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

### **Group Life and Disability Claims denied by the Sun Life**

**Step 1.** Following receipt of the formal notification letter from Sun Life by which the employee (or beneficiary, following the death of the employee) is advised of the reasons for the denial of claim for benefits, the employee (or beneficiary) may request the representative, which the local union has designated to discuss insurance matters, to review the reasons for the denial with the local management representative.

**Step 2.** The local management representative will review the employee's (or beneficiary's) claim with the local union representative. If needed, more details with respect to the reasons for the denial will be obtained from Sun Life by the local management representative and, if appropriate, the local management representative will advise what, if anything, the employee (or beneficiary) can do to support the claim for payment of benefits. At this meeting, there will be furnished to the local union representative copies of all of the material pertinent to the claim which Sun Life has made available for examination.

**Step 3.** If, after discussion with the local management representative, the local union representative contests the position of Sun Life, the local union representative may refer the claim, using a request for review form provided by the Company, to a representative designated by Sun Life for the purpose of review and possible resolution. Both the local union and management representatives will have an opportunity to set forth their respective positions on the request for review form to be forwarded with the claim.

Upon receipt of the claim, the Sun Life representative will promptly review the claim and conduct any investigation deemed necessary to obtain information relevant to the claim.

Such investigation may include, but is not limited to, discussion with the local union or management representative,

discussion or letters from physicians, or other persons having information pertinent to the claim. Upon completion of the review, the Sun Life representative will verbally advise the local union and management representatives of the decision on the claim. Such verbal decision will be supported by a prompt written decision from the Sun Life representative.

**Step 4.** If, after discussion with the local management representative, or after review by the Sun Life representative, the local union representative continues to contest the position of Sun Life the local union representative may refer the claim on an appeal form provided for that purpose to the National Union Unifor for review with the Company. A copy of such appeal form shall be presented to the local management representative.

**Step 5.** The National Union Unifor will notify the Company of its intent to review a claim on a Step 5 appeal form provided for such purpose. The Company will request a review by Sun Life and will attempt to resolve the claim with the National Union Unifor by providing a written answer with respect to Sun Life's determination on such form.

**Step 6.** If the Company and the National Union Unifor are unable to resolve their differences, the Company upon written request of the National Union Unifor, will request a review by a mutually agreed upon independent third party. Such request to the independent third party will be in writing and will incorporate the Union's position.

**Step 7.** The third party will report to the National Union Unifor and to the Company its action as the result of such review. The results of this report will be final and binding on the Company, the Union, the employee and the insurance carrier.

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

Information regarding any undue delay in the issuance of a Sickness and Accident Benefit payment, in the release of a determination by Sun Life with respect to a suspended claim, lack of coverage, insufficient payment of a claim, or an anticipated claim, may be requested by the local union representative in the same manner as set forth in Steps 1 and 2

of the procedure outlined herein. In such instances, the local management representative shall expedite either the benefit payment or the Sun Life determination, or shall provide the requested information with respect to lack of coverage, insufficient payment of a claim, or an anticipated claim. Any such issue which cannot be resolved locally may be appealed as set forth in Step 5 of the procedure outlined herein.

## STATEMENT OF INTENT

As discussed during these negotiations General Motors of Canada Company will implement the following procedures:

1. The plant claims administrator may authorize payment of Sickness and Accident benefits on a claim previously denied by the Insurance Company if the claimant submits medical evidence which, in the judgment of the Claims Administrator, would be satisfactory to support payment of the claim.
2. Sickness and Accident benefits payable after the 7th day of disability involving an alleged accident shall not be delayed pending a determination by the Insurance Company as to whether benefits are payable for all or part of the first 7 days of disability.
3. The Company will encourage medical examiners to discuss their findings concerning a claimant's disability with the attending physician if there is a question as to the employee's ability to return to work.
4. For purposes of insurance provided under Article II, of Exhibit B-1 to the Supplemental Agreement (General Motors Canadian Group Life and Disability Insurance Program) between the Parties dated September 20, 2016, and the Company contributions for such insurance, an employee who is on an approved vacation in accordance with the provisions of the Collective Bargaining Agreement between the Company and the Union dated September 20, 2016, will be considered to be in active service with earnings from the Company while on such vacation.
5. The Company will advise Sun Life that an employee, who is confined in a legally constituted hospital for a period of at least eighteen hours but not as a registered bed patient, or who is confined in a residential substance abuse treatment facility approved by the Company Medical Director, will be deemed a registered bed patient in such hospital for purposes of Article II, Section 6(b)(2) of Exhibit B-1 to the Supplemental Agreement (General Motors Canadian Group Life and Disability Insurance Program) between the Parties dated September 20, 2016.



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

## Adjusted Seniority Letter

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

Dear Mr. Dias:

During these negotiations, the parties agreed that, provisions of the Master Agreement between the parties dated September 20, 2016 to the contrary notwithstanding, a laid-off employee who had seniority on the last day of work prior to layoff, and who either broke seniority during the term of the 1979 or subsequent Master Agreement or breaks seniority during the term of the current Master Agreement, under the provisions of Paragraph 54(f), and who is rehired at the same plant during the term of the current Master Agreement, but more than 24 months following the employee's last day worked, and who reacquires seniority and receives an adjusted seniority date upon completion of the probationary period, will have eligibility for coverages and the amount and type of coverages provided under the Group Life and Disability Insurance Program determined on the basis of such adjusted seniority date, but the effective date of such coverages shall be no earlier than the date on which the employee is actively at work after completing the probationary period.

For the purpose of determining the effective date of coverages for an employee who had acquired seniority during the term of either the 1979 or subsequent Master Agreement, the eligibility provisions of either the 1979, 1982, 1984, 1987, 1990, 1993, 1996, 1999, 2002, 2005, 2008, 2009 or the 2012 Insurance Program, respectively, rather than the 2016 Group Life and Disability Insurance Program, will apply.

For the purpose of determining eligibility for Group Life, Extra Accident, Survivor Income Benefit, Sickness and Accident and Extended Disability Benefit Insurance, an employee's adjusted seniority date shall be deemed to be the employee's most recent date of hire.

Except as specifically modified herein, the applicable provisions of the Group Life and Disability Insurance Program shall govern.

Yours truly,

Joe Piechocki  
General Director Labour Relations, Human Resources

Accepted and Approved:

Unifor

By: Jerry Dias,  
National President, Unifor

## **Total and Permanent Disability Letter**

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

Dear Mr. Dias:

This will confirm the parties understanding that notwithstanding the provisions of Article II, Section 7, and Article II, Section 11 of the Plan, any employee who becomes disabled under The General Motors Hourly Group Life and Disability Insurance Program prior to September 17, 2008 and who remains so disabled as of September 17, 2008, will continue to be eligible to receive total and permanent disability benefits in accordance with The General Motors Hourly Group Life and Disability Insurance Program in effect at the commencement of the employee's disability. Such eligibility is conditional on the employee being approved for a Total and Permanent Disability or Occupational Disability Retirement under the provisions of Article I, Section 3, of the General Motors Canadian Hourly-Rate Employees Pension Plan.

Very truly yours,

Joe Piechocki  
General Director Labour Relations, Human Resources

Accepted and Approved:

Unifor

By: Jerry Dias,  
National President, Unifor

## **Extended Disability Special Payment**

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

Dear Mr. Dias:

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

The Company has agreed to review the current total monthly income of certain disabled employees who are receiving Extended Disability Benefits. The review will include a determination of the total gross monthly income which will include any General Motors Pension Benefit, Extended Disability Benefit, CPP/QPP Benefits and any Workers' Compensation Benefits received.

The Company agrees to pay to the employee the difference between the total of these benefits and \$1800 per month. This amount, the Extended Disability Special Payment, will be effective beginning January 1, 2003 and will be made from the Extended Disability Benefit Plan. This Payment will continue as long as the employee is entitled to Extended Disability Benefits.

It is further understood that an employee eligible for this Payment will be required to provide either a copy of a current CPP/QPP cheque statement or a signed Authorization to Communicate Information form by July 1, 2003.

Failure to provide this documentation will cause the Payment to be discontinued and any overpayment will be recovered.

Commencing the first pay period on or after June 1, 2020, for the term of the agreement, the total of the Extended Disability Special Payment and the net monthly Extended Disability Benefit will be indexed in the same manner as outlined in Article II, Section 7(b)(7) for employees who were eligible for COLA prior to the first day of their disability.

Yours truly,

Joe Piechocki

General Director Labour Relations, Human Resources

Accepted and Approved:

Unifor

By: Jerry Dias,

National President, Unifor

## Union Reports

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

Dear Mr. Dias:

During negotiations the parties discussed the information furnished by the insurance company to the Union with respect to coverages provided under Article II of the Program in the 1993 agreement.

It was felt by the parties that the information provided was not required in its current format or frequency.

Therefore, the parties agreed that the insurance carrier shall provide information and data as may be mutually agreed upon by the parties upon a request from the National Union Unifor.

Yours very truly,

Joe Piechocki  
General Director Labour Relations, Human Resources

Accepted and Approved:

Unifor

By: Jerry Dias,  
National President, Unifor

## **Insurance Schedules**

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

Dear Mr. Dias:

During negotiations the parties agreed to establish a separate schedule for Skilled Trades employees under Sections 1 and 5 of Article II.

The parties discussed that there may be hourly employees, other than Skilled Trades, who attain the maximum amounts of their schedules, who would in prior agreements have been eligible for the higher amounts now only available in the Skilled Trades employees schedules.

It was agreed by the parties that hourly employees, other than Skilled Trades, will be eligible to have their benefits under Sections 1 and 5 of Article II, determined by the Skilled Trades schedule, if their Base Hourly Rate reaches an applicable rate.

Yours very truly,

Joe Piechocki  
General Director Labour Relations, Human Resources

Accepted and Approved:

Unifor

By: Jerry Dias,  
National President, Unifor



**Women's Abuse Shelter**

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

Dear Mr. Dias:

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

Yours very truly,

Joe Piechocki  
General Director Labour Relations, Human Resources

Accepted and Approved:

Unifor

By: Jerry Dias,  
National President, Unifor

**Premium Reduction  
Optional and Dependent Group Life Insurance**

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

Dear Mr. Dias:

During the 2008 negotiations, the parties agreed to a 10% premium reduction for each of the Optional and Dependent Group Life Insurance. This premium reduction is reflected in the contribution schedule provided in Article II, Section 9(e) and 10(d) herein.

It was agreed that the premium reduction would commence for January 2009 coverages.

Yours truly,

Joe Piechocki  
General Director Labour Relations, Human Resources

Accepted and Approved:

Unifor

By: Jerry Dias,  
National President, Unifor

## Extended Disability Benefit Plan Letter

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

Dear Mr. Dias:

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

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

Yours truly,

Joe Piechocki  
General Director Labour Relations, Human Resources

Accepted and Approved:

Unifor

By: Jerry Dias,  
National President, Unifor