SUPPLEMENTAL AGREEMENT

Covering

UNIFOR-GM CANADIAN LEGAL SERVICES PLAN

Exhibit F

to

MASTER AGREEMENT DATED <u>SEPTEMBER 20, 2016</u>

Between

GENERAL MOTORS OF CANADA COMPANY

AND

UNIFOR AND

UNIFOR LOCAL No. 199 UNIFOR LOCAL No. 222 UNIFOR LOCAL No. 636

Dated: <u>September 20, 2016</u> (Effective date: <u>September 26, 2016</u>)

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Memorandum of Agreement entered into this <u>20th</u> <u>day of September</u>, <u>2016</u> between General Motors of Canada <u>Company</u>, hereinafter collectively referred to as "the Company", and <u>Unifor</u> and its Locals No. 222, 199, and 636 hereinafter collectively referred to as "the Union" on behalf of the employees covered by the current Master Agreement of which this Supplemental Agreement is a part thereof as Exhibit F.

It is mutually agreed between the Company and the Union as follows:

Section 1

- 1.01 Establishment and Continuance of Plan. The Unifor-GM Canadian Legal Services, Plan hereinafter referred to as the "Plan" was established as the UAW-GM Canadian Legal Services Plan for UAW Represented Hourly Employees of the Company as a Supplemental Agreement which was Exhibit F to the Master Agreement dated October 28, 1984 between the Company and the Union then known as the International Union, United Automobile, Aerospace and Agricultural Implement Workers of America and its Locals No. 199, and 636 for the purpose of providing certain specified personal legal service benefits to Participants. In a 1987 Agreement, the Plan was continued for Unifor Represented Hourly Employees. The Plan covers legal services arising only under the laws of Canada and the United States of America, or any province, territory, state or any political subdivision thereof.
- **1.02** The Company, <u>Unifor</u>, hereinafter specifically referred to as the "National Union <u>Unifor</u>" and Locals No. 222, 199, and 636 hereby agree to continue the Plan in its amended form as set forth herein for the duration of the current Master Agreement of which this Supplemental Agreement with respect to the Plan forms a part thereof as Exhibit F.
- **1.03** The <u>Unifor-GM Legal Services Plan covers Employees</u>, Retirees and dependents hired or rehired prior to October 1, 2012.
- **1.04 Inclusion of other Employees and Retirees.** Any other Employees or Retirees of the Company (or of any domestic subsidiary of the Company), provided that such employee is hired prior to October 1, 2012 and such retiree is an individual who was formerly such an employee represented by National

Union <u>Unifor</u> or any of its local unions, being any local union of the National Union <u>Unifor</u>, by written agreement between the Company or the domestic subsidiary and the National Union <u>Unifor</u> or any such local union may be deemed and treated as Employees or Retirees covered by this Plan, but nothing herein shall constitute such other Employees or Retirees and the Employees or Retirees therefore covered by the Plan a single unit appropriate for the purpose of collective bargaining, or be evidence that they constitute such a unit.

Section 2. Definitions

- **2.01 Benefits:** means the specified, personal legal services and related items, which are necessary and appropriate to the particular legal matter covered by the Plan.
- **2.02 Committee:** means the Administrative Committee, as provided for in Section 3 of this Plan.
- **2.03** Cooperating Lawyer: means a Lawyer, other than a full or part time employee of the Plan, who has contracted with the Plan to provide one or more Benefits to Participants.
- **2.04 Covered Dependent:** means individual(s) related to an Employee or Retiree in any of the following ways:
- (a) Spouse: means the individual currently married to a Participant under the laws of the relevant jurisdiction. A spouse by common-law marriage is a Covered Dependent only where such a relationship with the Employee or Retiree has existed for a period of not less than one (1) year. A person of the same sex who has been residing with the Participant in a conjugal relationship is a Covered Dependent only where such a relationship with the Employee or Retiree has existed for a period of not less than a year and the covered dependent has been publicly represented by the employee as the employee's spouse. Spouse includes the unremarried, surviving spouse of a deceased Participant. Each Employee or Retiree may have only one (1) spouse for the purposes of this Plan and if there is more than one (1) Spouse, the Employee or Retiree shall designate the Participant.
- **(b) Surviving Spouse:** means an Employee's or a Retiree's Spouse who survives such person, and who is eligible for surviving spouse benefits under The General Motors Canadian

Hourly-Rate Employees Pension Plan (Exhibits A and A-1 of the current Master Agreement), survivor income benefits under the Group Life and Disability Program (Exhibits B and B-1 of the current Master Agreement) or health care coverage under the Health Care Insurance Program (Exhibits G and G-1 of the current Master Agreement). An individual shall cease being a surviving spouse on remarriage.

- **(c) Eligible children:** provided they meet the requirements of this subsection:
- (i) Personal Status the child must be the child by birth, legal adoption, or legal guardianship; of the Employee or Retiree, or of the spouse of an Employee or Retiree;
 - (ii) Marital Status the child must be unmarried;
- (iii) Residency the child must reside with the Employee, Retiree, Spouse or Surviving Spouse as a member of such Employee's, Retiree's, Spouse's or Surviving Spouse's household, or such Employee, Retiree, Spouse or Surviving Spouse must be legally responsible for the child (e.g., child of divorced parents, legal ward, child confined to training institution, child in school);
- (iv) Dependency the child must be dependent, within the meaning of the Income Tax Act of Canada, upon the Employee, Retiree, Spouse or Surviving Spouse.

Eligibility under Section 2.04(c) ceases at the end of the calendar year in which the child becomes age 25, unless prior to such date the child has been determined to be totally and permanently disabled. For the purposes of this subsection "totally and permanently disabled" shall mean having any medically determinable physical or mental condition which prevents the child from engaging in substantial gainful activity and which can be expected to result in death, or to be of long-continued or indefinite duration, provided that each disabled child who has reached the end of the calendar year in which such child attained 25 years of age must legally reside with or be a member of the household of the Employee, Retiree, Spouse or Surviving Spouse and must be dependent upon the Employee, Retiree, Spouse or Surviving Spouse.

For the purposes of this Section, children of the Employee or Retiree shall include the after-born child by birth of a deceased Employee or deceased Retiree.

- **2.05** "Legal Services Plan Funding Excess": means the dollar amount by which the cumulative contributions required by section 6.02 of this Plan exceed the cumulative operating expenses of the Legal Services Plan.
- **2.06** "Special Canadian Contingency Fund Balance": means the dollar amount as determined under Section 3 of the Memorandum of Understanding Covering Special Canadian Contingency Fund between General Motors of Canada Company and National Union Unifor and its Locals 222, 199, and 636.
- **2.07 Director:** means the individual appointed by the Committee, who is responsible for administering the Plan, set out in 3.01(e) of this Plan.
- **2.08 Employee:** means any individual hired prior to October 1, 2012 who is actively employed by the Company in Canada on an hourly-rate basis, or who retains seniority rights under the terms of the GM-<u>Unifor</u> Master Agreement in Canada, and who is also a member of the bargaining unit as defined in the Master Agreement, represented by the Union.
- **2.09 Fund:** means the fund of assets established and maintained to provide Benefits under the Plan, as set out in Section 6 hereof.
- **2.10 Lawyer:** means an individual licensed to practice law in the relevant province and for the purposes of this Plan includes a notary in Quebec and a notary in British Columbia.
- **2.11 Legal Worker:** means any individual, other than a Lawyer or clerical employee, who is employed by the Plan, either on a full or part-time basis, to assist a Lawyer or Cooperating Lawyer in providing Benefits.
- **2.12 Master Agreement:** means any Collective Agreement between the Company and the Union which incorporates this Plan by reference.
- **2.13 Participant:** means an eligible Employee, Retiree and/or Covered Dependent as defined in this Section 2.

- **2.14 Retiree:** means any individual who was formerly an Employee, who is eligible for benefits, other than a deferred pension, under the General Motors Canadian Hourly-Rate Employees Pension Plan, as amended from time to time, and for greater certainty excludes employees hired on or after October 1, 2012 upon retirement.
- **2.15 Staff Lawyer:** means a Lawyer employed by the Plan on a full or part-time basis, other than a Cooperating Lawyer.

Section 3. Administration

- **3.01 Allocation of Power and Duties.** The Plan shall be administered by the following, who shall have the powers and duties specified herein and none other:
- (a) Union: name and monitor its members of the Committee, as provided in 3.02 below.
- **(b) Company:** name and monitor its members of the Committee, as provided in 3.02 below.
- (c) Independent Member: act as Chairperson of the Committee, and carry out such other responsibilities as may be delegated by the Committee members.
- (d) Committee: The Committee shall have such powers and duties, not otherwise assigned by this Section, as are necessary for proper administration of the Plan, including, but not limited to, the following:
 - (i) Select, appoint, remove, direct, and monitor the Director.
 - (ii) Receive the Director's recommendations for staff assistants, and if appropriate to select, appoint, remove, direct and monitor such staff assistants.
 - (iii)Provide a mechanism, as set out in 3.03 below, for review and adjudication of the appeal of individuals dissatisfied with the actions of the Director, or any representative of the Plan.

- (iv) In its sole discretion, establish limitations of any Benefit including related fees, but may not expand benefits or add additional benefits beyond those specified in Section 5 below.
- (v) Prescribe uniform rules and regulations, consistent with the provisions of this Plan, for determining an individual's eligibility for Benefits, and for determining whether a claimed Benefit is covered or not.
- (vi)Prescribe uniform procedures to apply for Benefits under the Plan, and for furnishing evidence necessary to establish entitlement to such Benefits.
- (vii) In its discretion, prescribe uniform procedures for evaluating Benefit usage under the Plan, and collecting data thereon.
- (viii) Either directly or by delegation, request disbursement from the Fund in accordance with provisions of the Plan, and receive such disbursements. Establish and maintain such depository and other accounts as may be required.
- (ix) Receive a report, not less frequently than quarterly, together with an annual report, from the Director on the operation and status of the Plan.
- (x) Receive a report, not less frequently than annually, from the trustee or bank on the status of the Fund.
- (xi)Prescribe procedures for providing benefits under the Plan.
- (xii) Delegate any of the above powers and duties in such manner as the Committee considers necessary and proper.
- (xiii) In its sole discretion to permit staff lawyers to represent Participants on a fee for service basis in mixed benefit matters which exceed the prepaid limit and on referral benefits in accordance with the fees set forth in the Plan Fee Schedule as determined by the Committee from time to time, provided such benefit is not excluded by 5.05 Exclusions.

- **(e) Director:** In addition to those delegated by the Committee, the Director shall have the following powers and duties.
 - (i) Act as the chief executive officer of the Plan.
 - (ii) When duly authorized, take such action in the name of the Plan or the Committee as is necessary to administer the Plan.
 - (iii) Keep the books and records of the Plan and, not less frequently than annually, cause those books to be audited by an independent Chartered Accountant.
 - (iv) Prepare, file and provide to relevant Participants, all required documents and forms in the manner and with the frequency required by law and regulations thereunder.
 - (v) Receive applications for Benefits under the Plan.
 - (vi) Make initial determination of eligibility for and amount of Benefits.
 - (vii) Prepare, and recommend to the Committee an annual budget for the Plan.
 - (viii) Prepare, and present to the Committee quarterly and annual reports on the operation and status of the Plan.
 - (ix)Select and hire, under procedures approved by the Committee, a financial officer(s), all necessary Staff Lawyers, Legal Workers, clerical personnel, and such other personnel as are necessary for the operation of the Plan.
 - (x) Negotiate and enter into contracts with Cooperating Lawyers, under such terms and conditions as the Committee may set.
 - (xi)Implement procedures, as appropriate, for evaluating Benefit usage under the Plan. Advise and inform the Committee on patterns of Benefit usage. Recommend changes which may be helpful in delivering Benefits and otherwise accomplishing the purposes of the Plan.

- **3.02 Structure and Operation of the Committee.** The Committee shall have the following structure and functions:
- (a) Appointment. The Committee shall consist of three (3) members appointed by the Company (hereinafter referred to as Company Members); three (3) members appointed by National Union <u>Unifor</u> (hereinafter referred to as Union Members); and, as Chairperson of the Committee, an Independent Member mutually satisfactory to the Company and the National Union <u>Unifor</u> may appoint alternate member(s). The National Union <u>Unifor</u> may remove any Committee Member, or alternate, appointed by it. The Company may remove any Committee Member, or alternate, appointed by it. Any removal or appointment shall be effective upon receipt of written notification by the remaining members of the Committee.
- **(b) Compensation.** Union and Company members of the Committee will serve without compensation from the Plan. The compensation of the Chairperson will be paid by the Plan, and will be set by majority vote of the Committee.

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

- (c) Quorums and Decision. To constitute a quorum at any Committee meeting, at least two (2) Union members and two (2) Company members shall be present. At all Committee meetings, the Company members shall have three (3) votes and the Union members shall have three (3) votes. The vote of any absent or abstaining member shall be equally divided between the other members present appointed by the same party. Decisions of the Committee shall be by majority of votes cast and the result shall be final and binding. In the event of a tie vote, the Chairperson shall cast the deciding vote.
- (d) Frequency of Meetings. The Committee shall meet not less frequently than quarterly. Formal minutes of Committee meetings shall be prepared and kept.
- **(e)** Requests for Funds. The Committee shall not request disbursements from the assets of the Fund unless the disbursement is pursuant to the provisions of the Plan.

- (f) Limitation on Authority. The Committee shall have no power to add to, subtract from, or modify any of the terms of this Plan, or to waive or fail to apply any requirement of eligibility for a Benefit under the Plan, except as provided by the Plan. In particular, the Committee shall have no authority to modify or delete any of the exclusions set out in 5.05.
- **3.03** Appeal Procedure. Any Participant who, for any reason, is dissatisfied with any action or inaction of a Staff Lawyer, Cooperating Lawyer or Legal Worker in connection with the Plan has a right to complain in writing to the Director, who shall within thirty (30) days prepare a written decision and furnish the Participant with a copy of such written decision. A Participant who is dissatisfied with the Director's decision may, within thirty (30) days after the date of the decision, appeal to the Committee. Appeals shall be in writing and shall specify the reasons claimed to justify a reversal or modification of the Director's decision. The Committee may, by majority vote, adopt procedures governing the handling and types of appeals which it will review. The Committee shall review the merits of any appeal. If the Committee allows an appeal, the Director shall give the Participant written notice of the Committee's decision, which shall be final and binding on all parties. If the Committee disallows an appeal, the decision of the Director shall be final and binding on all parties, and the Director shall so notify the Participant in writing.
- **3.04 Responsibility of Committee Members.** Each Committee member may rely upon any such direction, information or action of another Committee member as being proper under this Plan and is not required to inquire into the propriety of any such direction, information or action.
- **3.05** No Enlargement of Rights. The Company's and the Union's rights under existing collective bargaining agreements shall not be affected by reason of any of the provisions of this Plan.

Section 4. Eligibility

4.01 Eligible Persons. The following individuals shall be eligible to receive the Benefits set out in Section 5, provided the individual makes timely and adequate application therefore;

- (a) Employees with at least one (1) year of seniority, provided however that eligibility ceases for any such Employee who has been continuously laid off for a period exceeding eighteen (18) months after the month in which such Employee's layoff began except eligibility will continue for a maximum of twenty-four (24) months for any Employee laid off pursuant to the Job Security Program, as described in Document 12 of the Master Agreement, if such Employee is eligible to retire at the expiration of the layoff.
- (b) Covered Dependents, including the Spouse and Surviving Spouse, of Employees eligible under 4.01(a), provided however eligibility shall continue for thirty (30) days after the death of the Employee or of the Surviving Spouse.
- (c) Retirees and their Covered Dependents, including Spouse and Surviving Spouse.
- (d) For estate matters only, personal representatives of the estates of those persons who at the date of their death were eligible to receive benefits under any of sub-sections (a), (b) or (c) above.
- (e) Employees hired on or after October 1, 2012 shall not be entitled to benefits under the Legal Services Plan. Eligibility as defined in sub-sections (a), (b), (c) or (d) above shall not apply.
- **4.02 Loss of Seniority.** Any otherwise eligible Employee who has lost seniority under the terms of the GM-<u>Unifor</u> Master Agreement, of which this Plan is a part, shall not be eligible to receive Benefits under this Plan. If such an Employee is reinstated and reacquires seniority, the Employee's eligibility, if any, shall resume on the effective date that such Employee reacquires seniority. However, eligibility of such Employee shall not terminate while a grievance is being pursued by the Union under the said Master Agreement.

Section 5. Benefits

5.01 Subject to the limitations and exclusions of this and other Sections of the Plan, the Plan will provide for the Benefits set out in this section to all Participants who meet the eligibility requirements of Section 4 above.

- **5.02 Benefit Definition.** For the purposes of this section, the following definitions apply:
- (a) Prepaid Benefit: means the Benefit for which the Plan will pay all lawyer fees in accordance with the Plan Fee Schedule (attached hereto as Attachments 1, 2 and 3 and forming part of the Plan) as determined by the Committee from time to time.
- (b) Mixed Benefit: means a Benefit for which the Plan will pay part of the lawyer fees in accordance with the Plan Fee Schedule as determined by the Committee from time to time. The remainder of the lawyer's fees will be charged to the Participant in accordance with the Plan Fee Schedule.
- (c) Referral Benefit: means a Benefit for which the Plan will refer the Participant to a cooperating lawyer, if available, who will only charge the Participant lawyer fees in accordance with the Plan Fee Schedule as determined by the Committee from time to time.
- **5.03 Provision of Benefits.** The following Benefits shall be provided, subject to the limitations and exclusions set out in this and other sections of the Plan, as determined by the Committee from time to time:

I.	Wills and Estates	Benefit
	1. Wills	Prepaid
	2. Powers of Attorney	Prepaid
	3. Inter Vivos Trusts	Referral
	4. Estate Administration	
	(a) Lawyer's Work	Mixed
	(b) Estate Trustee's Work	Referral
	5. Litigation or Election	
	Under Family Law Reform Act	Mixed
	6. Other_(e.g. appeals)	Referral

II. Real Estate

1. Purchase, including incidental mortgages	
(Personal Use Only; 2 Year Rule)	Prepaid
2. Sale, including incidental discharges	
(Personal Use Only; 2 Year Rule)	Prepaid

	 Drafting of Agreement of Purchase and Sale Transfer, assignment, quit claim, discharge New Mortgage - not incidental to purchase Foreclosure or Power of Sale Litigation Other (e.g. appeals) 	Prepaid Prepaid Mixed Mixed Mixed Referral
III.	Tenants' Rights	
	 Non Litigation Litigation Other_(e.g. appeals) 	Prepaid Mixed Referral
IV.	Family	
A.	Uncontested Matters 1. Guardianship or Committee of Minor or Mental Incompetent 2. Private Adoption 3. Change of Name 4. Domestic Contract 5. Divorce or Annulment	Prepaid Prepaid Prepaid Prepaid Prepaid
В.	Uncontested Matters Not Listed Above and Contested Matters	Mixed
C.	Other (e.g. appeals)	Referral
V.	Civil Litigation	
	 Personal Injury Property Damage Wrongful Dismissal, Professional Malpractice 	Referral Mixed
	4. Other (e.g., appeals)	Referral

VI. Criminal and Motor Vehicle

Motor Vehicle
 (a) Non-moving
 (b) Moving
 Referral
 Mixed

(b) Moving Mixed
2. Criminal Mixed
3. Pardon Mixed
4. Estreat of Bail Mixed

5. Suspension of Driver's License For

Medical Reasons Mixed
6. Other (e.g. appeals) Referral

VII. Consumer/Debtor

Defence of Collection Actions
 on Personal/Family Debts
 Mixed

 Personal Bankruptcy
 Mixed

 Consumer Transactions

4. Insurance Claims or loss of coverage Mixed5. Other (e.g. appeals) Referral

VIII. Administrative Law

Veterans Benefit
 Social Assistance Claim
 Mixed

3. Citizenship, Immigration

Deportation Mixed

4. Claims to Taxes by

Government Mixed
5. Canada/Quebec Pension Plan Mixed
6. Revenue Ministry Mixed

7. Property Tax Assessment

Dispute Mixed 8. Other (e.g. tax planning, appeals) Referral

5.04 Discretionary Limitations. Notwithstanding any other section of the Plan, any Benefit shall be subject to such limitations as the Committee, in its sole discretion, may impose. The Plan shall not provide nor shall it be liable for Benefits in excess of such limitations.

- **5.05 Exclusions.** Notwithstanding section 5.03 above, the Plan shall not provide Benefits, or in any other manner pay for the following:
- (a) Any proceeding involving the Company and/or General Motors <u>LLC</u>, their subsidiaries, their dealers, their directors or any of their officers or agents;
- **(b)** Any proceeding involving the Union, any of its subordinate or affiliated bodies, or the officers, or agents of such, or against any labour union or association representing Employees of the Company;
- (c) Any proceeding arising under the applicable labour relations acts, labour codes, labour standards acts, as may be amended;
- (d) Fines and penalties, whether civil or criminal;
- (e) Any judgment for civil damages, including judicially awarded costs;
- **(f)** Any action pending on or before the effective date of the Plan;
- (g) Legal services which are for a Participant's business, it is understood between the parties that real estate matters involving personal use properties containing three (3) units or less are not for a Participant's business;
- **(h)** Any proceeding involving another eligible Participant as an adverse party, unless the Participants are separately represented by Lawyers who are not in a conflict of interest position;
- (i) Costs attendant to the purchase or sale of real estate, such as registration fees, land transfer taxes, surveys, real estate agent fees and fees for title searches;
- (j) Matters involving Federal, Provincial, Municipal or Local election to any public office;
- (k) Workers' Compensation or Unemployment Insurance matters involving the Company;

- (I) Any bankruptcy proceeding that would result in discharge of a debt owed to the Company, to General Motors <u>LLC</u>, their subsidiaries, dealers, or any of their directors, officers or agents, the Union, or any benefit plan or trust established or maintained by the Company;
- (m) Any dispute involving the Plan;
- (n) Proceedings involving any benefit plan or arising out of any benefit plan established or maintained by the Company, including proceedings against any trust or insurance carrier through which such benefits are provided to the Company, its Employees or Retirees; and
- (o) All disbursements such as court filing fees, process serving, transcripts, expert witnesses.
- **5.06 Co-ordination of Benefits.** The Plan shall not be liable to provide Benefits in any matter to the extent that the Participant has a right to substantially identical benefits under the terms of an insurance contract, or any other legally-enforceable arrangement. Where multiple coverage results under this Plan by reason of the relation of two (2) or more Participants, the Plan shall co-ordinate pre-paid benefits. If any insurance contract or any other legally enforceable arrangement exists, the services under this Plan shall be secondary to such other coverage.
- **5.07** Nonassignment of Benefits. Assignment, pledge or encumbrance, of any kind, of Benefits under this Plan shall not be permitted or recognized under any circumstances. Nor shall Benefits be subject to attachment or other legal process for debts of Participants, or Covered Dependents. In the event of any such assignment or attachment of any kind, the Benefit shall automatically terminate and thereafter may be applied by the Committee, in its discretion, for the benefit of the Participant or Covered Dependent.

Section 6. Financing

6.01 A Fund shall be established by the Company and held by a corporate trustee(s) or bank(s) and used to pay Benefits for Participants and pay administrative expenses of the Plan. The Company shall select such corporate trustee(s) or bank(s) and

enter into any appropriate agreement for such purposes. The Fund will consist of the monies transferred to it from the Company. The trustee or bank shall retain all assets of the Fund, including investment income, if any, for the exclusive benefit of Participants, and it shall be used to pay Benefits for Participants or to pay administrative expenses of the Plan. The assets of the Fund shall not revert to or inure to the benefit of either the Company or the Union.

6.02 The Company will make available for funding the Plan, an amount equal to fourteen cents (\$0.14) for each hour worked. The parties further agreed that for any month that an accrued shortfall exists and regular funding to the Legal Services Plan is insufficient to pay benefits, any shortfall amount will be deducted and provided from the "current Special Canadian Contingency Fund" described in Appendix "H" of the current Master Agreement, to the extent monies are available.

The Company will transfer monies to the Fund on a monthly basis in an amount sufficient for the administration of the Plan.

6.03 The parties agreed that all hours worked for Employees hired on or after October 1, 2012 shall not be included in the accrual referred to in Section 6.02.

Section 7. General Provisions

7.01 This Plan creates no vested rights of any kind. No Participant, nor any person claiming through such Participant, shall have any right, title or interest in or to the Fund, or other property of the Plan, or part thereof.

7.02 No matter respecting the delivery or non-delivery of the Benefits provided under the provisions of this Plan shall be subject to the Grievance Procedure established in the current GM-<u>Unifor</u> Master Agreement of which this Plan is a part.

7.03 The Company and Union, by mutual agreement, may modify, amend, or terminate this Agreement, in whole or in part.

7.04 Provided that the assets of the Fund are adequate, no termination of the Plan shall deprive a Participant of legal representation in a matter pending in a court or administrative agency on the date of termination. Rather, the Committee

shall, if possible, make appropriate arrangements for representation of the Participant to the conclusion of the matter, or for one (1) year following the date of termination, whichever is lesser. The Plan shall have no liability for representation of the Participant beyond that period. If the assets of the Fund are not adequate to provide such post-termination representation, the Committee shall prorate the Benefits based on the available assets, after deducting necessary administrative expenses.

7.05 Upon termination of this Plan, the Benefits payable shall be only such as can be provided by the assets of the Fund when distributed pursuant to this Section.

7.06 The Company and Union shall make any amendments which are required by the Revenue Ministries and other governmental authorities to qualify the Plan under applicable legislation and maintain same.

Furthermore, implementation of the Plan shall be subject to subsequent receipt by the Company of rulings satisfactory to the Company from proper governmental authorities:

- (a) that implementation of such Plan will not have any adverse effect upon any other favourable rulings previously received by the Company, and
- **(b)** that the Company contribution under this Plan is acceptable to the Revenue Ministries as a legitimate business expense deductible from Company income under the provisions of applicable income tax acts.

The Company shall apply promptly for such rulings.

7.07 This Plan shall continue and remain in effect during the term of the 2016 GM-<u>Unifor</u> Master Agreement of which this Plan is a part.

In witness whereof, the Company, the National Union <u>Unifor</u> and the Local Unions have caused this Plan to be executed by their duly authorized representatives as of the day and year first above written.

Unifor General Motors of of Canada Company

J. DIAS
P. KENNEDY
C. THOMSON
B. ORR
M. ARMITAGE
S. WARK
A.E. COOPERMAN
W. MACDONALD
D.J. COURTNEY
B. MURNIGHAN
C. VERMEY
M. GLAZIER
I. O'HARA

K. NEWBOLD M. WEIGEL <u>C. RADTKE</u>

L. CAO

Unifor General Motors of of Canada Company

Local No. 222, Unifor

G. MOFFATT T. COSTA
C. JAMES J. KUYT

B. DICKSON

K. CAMPBELL

D. GREENWOOD

M. SHEAHAN

P. WHEELER

Local No. 199, Unifor

T. McKINNON G. VAN HEUVEN

B. CHEMNITZ D. ULCH

G. BRADY

L. BURKLEY

P. DORTONO

J. RAKICH

D. WARK

Local No. 636, Unifor

R. FIGUEIREDO-HERMAN J. WILSON

L. GORDON

UNIFOR LEGAL SERVICE PLAN FEE SCHEDULE

Legal Problem *Plan Pays **Participant				
	-			
I. WILLS AND ESTATES				
1. a) Single will or codicil	\$100.(B)	Nil		
b) Will or codicil for spouse	\$50.(B)	Nil		
2. a) Single Power of Attorney	\$60.(B)	Nil		
b) Power of Attorney for spouse	\$30.(B)	Nil		
c) Single Personal Care (Medical) Power of Attorney	\$40.(B)	Nil		
d) Personal Care (Medical) Power of Attorney for spouse	\$20.(B)	Nil		
3. Estate Administration				
a) Lawyer's work	\$220.(H)	\$110.(H)		
b) Estate Trustee's work	Nil	\$110.(H)		
4. Election under Family Law Reform Act	\$220.(H)	\$110.(H)		
5. Litigation				
a) Claim is \$3,000 or less	\$440. (H)	\$110. (H)		
b) Claim is over \$3,000	\$1,100. (H)	\$110 (H)		
6. OTHER: (eg. inter vivos trust, appeals)	Nil	\$110.(H)		

II. REAL ESTATE 1 Purchase including incidental mortgage

1.	Purchase, including incidental mortgages		
	a) personal use property (2 year Rule)	\$600.(B)	Nil
	b) other	Nil	\$600.(B)
	c) adjacent lot purchases, aborted transactions	\$600.(H)	Nil
2.	Sale, including incidental discharges		
	a) personal use property (2 year Rule)	\$400.(B)	Nil
	b) other	Nil	\$400.(B)
	c) aborted transactions	\$400.(H)	Nil
3.	Drafting of Agreement of Purchase or Sale (does not include review or		
	minor amendments)		
	a) personal use property (2 year Rule)	\$220.(H)	Nil
	b) other	Nil	\$110.(H)
4.	Transfer, assignment, quit claim, discharge (not incidental to purchase or		
	sale or new mortgage); mortgage extension, renewal or amendment	\$110.(B)	Nil
5.	New Mortgage - not incidental to purchase (includes incidental discharges)	\$350.(B)	Nil
6.	Foreclosure or Power of Sale	\$3,300.(H)	\$110.(H)
7.	Litigation		
	i) claim is \$3,000 or less	\$440.(H)	\$110.(H)
	ii) claim is over \$3,000	\$3,300.(H)	\$110.(H)
8.	OTHER: (e.g. appeals)	Nil	\$110.(H)

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III. TENANTS RIGHTS				
1.	Non Litigation (personal use property)	\$220.(H)	Nil	
2.	Litigation (personal use property)			
	a) Monetary claim only and \$3,000 or less	\$440.(H)	\$110.(H)	
	b) Claim over \$3,000 or non-monetary (e.g. eviction)	\$3,300.(H)	\$110.(H)	
3.	OTHER: (e.g. appeals)	Nil	\$110.(H)	
IV.	FAMILY			
1.	Guardianship or Committee of Minor or Mental Incompetent			
	a) Uncontested	\$470.(B)	Nil	
	b) Contested	\$1,320.(H)	\$110.(H)	
2.	Private Adoption			
	a) Uncontested	\$400.(B)	Nil	
	b) Contested	\$1,320.(H)	\$110.(H)	
3.	Change of Name			
	a) Uncontested	\$200.(B)	Nil	
	b) Contested	\$1,320.(H)	\$110.(H)	
4.	Domestic Contract			
	a) Uncontested	\$470.(B)	Nil	
	b) Contested	\$1,320.(H)	\$110.(H)	
5.	Divorce or Annulment			
	(a) Lawyer for Petitioner			

	(i) Uncontested(ii) Contested(b) Lawyer for Respondent	\$470.(B) \$1,320.(H)	Nil \$110.(H)		
6. 7.	(i) Uncontested (ii) Contested Quebec Notarial Marriage Contract Spouse or Dependent Conflict with Employee or Retiree - NCL	\$1,320.(H) \$1,320.(H) \$110.(B) \$110.(H)	\$110.(H) \$110.(H) Nil N/A		
8.	oTHER a) Uncontested Matters Not Listed Above b) Contested Matters Not Listed Above c) Appeals	\$1,320.(H) \$1,320.(H) Nil	\$110.(H) \$110.(H) \$110.(H)		
V.CI	VIL LITIGATION				
1.	Personal injury (only or in addition to property damage)	\$220.(H)	\$110.(H)		
2.	Property Damage Only (i.e. no personal injury)	\$220.(H)	\$110.(H)		
3.	Wrongful Dismissal, Professional Malpractice	\$220.(H)	\$110.(H)		
4.	OTHER: (e.g., appeals)	Nil	\$110.(H)		
	VI. CRIMINAL AND MOTOR VEHICLE				
1.	Motor Vehicle a) non-moving	Nil	\$110.(H)		
	b) moving	\$440.(H)	\$110.(H) \$110.(H)		
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 3. 4. 6. 	Criminal a) adult b) young offender Pardon Estreat of bail Suspension of Driver's Licence for Medical Reasons(initial hearing only) OTHER: (e.g. appeals)	\$440.(H) \$440.(H) \$440.(H) \$440.(H) \$3,300(H) Nil	\$110.(H) \$110.(H) \$110.(H) \$110.(H) \$110.(H) \$110.(H)
VII. 1.	CONSUMER/DEBTOR Defence of collection actions on personal/family debts (does not include items listed in Schedule VIII or judgments for personal injury or family law support) a) if \$3,000 or less b) if over \$3,000	\$440.(H) \$3,300.(H)	\$110.(H) \$110.(H)
2.	Personal Bankruptcy (does not include services ordinarily performed by Trustee or Official Receiver) a) if \$3,000 or less	\$440.(H)	\$110.(H)
3.	b) if over \$3,000 Consumer transactions (a.g. contracts, warranties)	\$3,300.(H)	\$110.(H)
3.	Consumer transactions (e.g. contracts, warranties) a) if \$3,000 or less	\$440.(H)	\$110.(H)

4.	b) if over \$3,000 Insurance claims or loss of coverage	\$3,300.(H)	\$110.(H)
т.	a) if \$3,000 or less	\$440.(H)	\$110.(H)
	b) if over \$3,000	\$3,300.(H)	\$110.(H)
5.	OTHER: (e.g. appeals)	Nil	\$110.(H)
VIII	. ADMINISTRATIVE LAW		
1.	Veterans Benefit)	
2.	Social Assistance Claim (includes Unemployment Insurance, Workers) If \$3,000 or Less	
	Compensation and Criminal Injuries Compensation)***) \$440.(H)	\$110.(H)
3.	Citizenship, Immigration, Deportation)	
4.	Claims to taxes by government (does not include tax planning or preparing)	
_	returns))	
5.	Canada/Quebec Pension Plan (initial hearing only))	
6.	Revenue Ministry) If Over \$3,000	
	a) audit) \$3,300.(H)	\$110.(H)
	b) administrative proceeding (initial hearing only))	
7.	Property Tax Assessment dispute (initial hearing only))	
8.	OTHER: (e.g. tax planning, appeals)	Nil	\$110(H)

^{*} Plan Pays nil or block fee (B) or \$110 per hour (H) up to maximum fee as indicated. Plan benefit does not include GST or any other taxes.

- ** Participant Pays nil or block fee (B) or \$110 per hour (H) as indicated (plus taxes, disbursements and title search fees)
- *** Does not include Workers Compensation or Unemployment Insurance matters involving the Company

NOTE: Conflicts with Spouse or Dependent: In these situations coverage for the Spouse or Dependent is limited up to one hour reimbursement only.