

AGREEMENT

between

FORD MOTOR COMPANY
OF CANADA, Limited



and



UNIFOR

theUnion | lesyndicat

LOCAL 1256 OF UNIFOR

September 23, 2013

**PLANT PROTECTION OFFICERS
OAKVILLE**

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MEMORANDUM OF AGREEMENT entered into on the **23rd day of September, 2013**

BETWEEN:

FORD MOTOR COMPANY OF CANADA, Limited hereinafter designated as the
"company"

- and -

UNIFOR AND ITS LOCAL 1256 Plant Protection Officers hereinafter designated as the
"union"

WITNESSETH:

ARTICLE 1 RECOGNITION

1.01 The company recognizes the union for the duration of this agreement as the exclusive bargaining agent on behalf of the employees in the following bargaining unit:

"All plant protection officers of the company at its Oakville plants except supervisors and persons above the rank of supervisor."

1.02 It is recognized by the parties to this agreement that, by the nature of their duties as plant protection officers, the employees in the bargaining unit are bound faithfully to perform their duties notwithstanding the existence or the non-existence of an agreement and this agreement accordingly shall not limit nor impair the continuing faithful performance of their duties by employees in the bargaining unit.

ARTICLE 2 RIGHTS OF MANAGEMENT

2.01 The union recognizes that the management of the company's business, including the hiring of employees and the maintenance of order and efficiency in its plants and operations, is the sole responsibility of the company and that the company must be free to exercise these rights effectively, as hereinafter provided. In recognition of these principles, the following provisions are agreed to:

(a) The company retains the sole right to hire, lay off, and assign employees and to determine the starting and quitting time and the number of hours to be worked, subject only to such regulations and restrictions governing the exercise of these rights as are expressly provided in this agreement.

(b) The company retains the sole right to suspend and otherwise discipline and discharge employees for cause, subject to such regulations and restrictions governing the exercise of these rights as are expressly provided in this agreement and subject to the rights of the employee concerned to lodge a grievance in the manner and to the extent herein provided.

(c) The right of the company to make such reasonable rules and regulations, not in conflict with this agreement, as it may from time to time deem best for the purpose of maintaining order, safety and/or effective operation of company plants and, after advance notice thereof to employees, to require compliance therewith by employees is recognized. The company retains the right to discipline employees in conformity with section 2.01(b) for failure to comply with such rules and regulations.

(d) The company retains the sole responsibility to determine the methods and means by which, and the extent to which, its property shall be protected and its rules shall be enforced, and, subject only to such restrictions as may be expressly provided by this agreement, retains the sole responsibility to assign the duties, posts and responsibilities of employees.

(e) The company retains the sole right to promote employees to supervisory and other excluded positions.

(f) It is recognized that any of the powers and authority the company had prior to the signing of this agreement are retained by the company excepting those specifically abridged, delegated or granted by this agreement.

ARTICLE 3
MAINTENANCE OF UNION MEMBERSHIP AND CHECK-OFF

3.01 All employees within the bargaining unit defined in section 1.01 who are members of the union as at the date of this agreement or who subsequently become members of the union will be required to continue to be members of the union as a condition of employment with the company.

3.02 In the case of members of the union, the company will deduct from the first pay in each calendar month the monthly dues, initiation fees and all other assessments and dues authorized by the constitution of the union.

3.03 In the case of any employee within the bargaining unit defined in section 1.01 who is not a member of the union, the company will deduct from the first pay in each calendar month the monthly dues for general union purposes as authorized by the constitution of the union. It shall be a condition of remaining in the employment of the company that such employee authorize the company to make such deduction.

3.04 All sums deducted as above together with a record of those from whose pay deductions have been made and the amounts of such deductions shall be remitted monthly by the company to the financial secretary-treasurer of the local union. The remittance shall be by cheque.

3.05 The recording in the books of the company of the amounts so deducted shall constitute such amounts as monies held by the company in trust for the union.

3.06 Any employee shall have the right to become a member of the union by paying the initiation fee and complying with the constitution and by-laws of the union.

3.07 Any dispute as to an alleged breach of the provisions of this article or as to the interpretation of any of the terms or conditions thereof shall be dealt with under the general grievance procedure beginning at step three.

ARTICLE 4
REPRESENTATION

4.01 (a) The union may select one (1) steward for each shift of plant protection. The three (3) regular stewards shall be known as the bargaining committee, one of whom shall be chairperson.

(b) A national representative of the union may be present and participate in meetings between the bargaining committee and the human resources manager.

(c) The president of the local union, provided he/she is an employee of the company, shall be an ex-officio member of the bargaining committee, provided that he/she shall not be paid by the company while attending meetings of the bargaining committee.

4.02 If any steward shall be absent from the plant, the chairperson may appoint a temporary steward in his/her place and stead, and shall notify the company of such an appointment prior to the time the temporary steward is to act in this capacity.

4.03 All stewards must be employees who have been in the regular employ of the company in the bargaining unit for at least one (1) year immediately preceding their designation as steward, except where employees of one year's service are not available.

4.04 In order to facilitate the speedy handling of grievances, the privilege of a steward to leave his/her work during working hours without loss of time is recognized, provided that:

(a) he/she has obtained the prior consent of his/her supervisor;

(b) absence from his/her regular company duties for the purpose of handling grievances shall not exceed five (5) hours per calendar week;

(c) the time is devoted to the prompt handling of grievances in accordance with the provisions of article 5;

(d) the privilege is not abused; and

(e) such persons will continue to work at assigned jobs at all times, except for such time as is required for the settling of legitimate grievances.

The handling of grievances, however, shall not furnish excuse for any employee or steward to leave the post to which he/she is assigned and at which he/she must remain unless relieved. It is understood that the handling of grievances shall in no case interfere with the efficient operation of plant protection. The company, where possible, shall, upon request, furnish relief to a steward when his/her duty requires him/her to remain at his/her post and his/her presence elsewhere is necessary for the handling of a grievance.

4.05 The president of the local union shall not be assigned to work on any shift other than the #2 (day) shift if he/she so requests. The union shall notify the company of the names of the employees who hold such offices from time to time.

ARTICLE 5 GRIEVANCE PROCEDURE

5.01 When an employee has a grievance against the company it shall be processed in accordance with the grievance procedure hereinafter provided. The company may, however, at its discretion decline to consider any grievance which is lodged more than five (5) working days after the cause of the grievance should have become known to the employee.

5.02 (a) Grievances at all steps in the grievance procedure shall be presented in writing, signed by the employee, and replies thereto shall also be made in writing.

(b) An employee must have the consent of a steward or an alternate prior to his/her signing a grievance. After a grievance is signed, it becomes the property of the union, and it is the responsibility of the union to settle or appeal the grievance to the next step.

(c) The decision of the company at each step of the grievance procedure shall be delivered to the appropriate representative of the union.

5.03 No grievance shall be considered which usurps the function of management, provided that the question of whether or not the subject matter of the grievance comes within this provision may itself be carried through the grievance procedure as part of the grievance and determined accordingly.

5.04 (a) Any employee claiming to have a grievance of any kind may present it in writing to the manager of plant protection on forms to be supplied by the company on request of the employee or his/her steward.

(b) The manager of plant protection shall give his/her reply to the grievance within three (3) working days after its presentation to him/her.

5.05 (a) If the reply of the manager of plant protection is not satisfactory to the employee concerned, an appeal therefrom may be lodged in writing and signed by the employee, with the human resources manager, within three (3) working days of the delivery of the decision.

Thereafter the union may request the company to meet with its bargaining committee in an effort to settle the grievance.

(b) Within five (5) working days after such request has been received, a meeting shall be arranged between the bargaining committee and the human resources manager.

(c) The company's reply to the grievance at this step shall be given within seven (7) working days after such meeting.

5.06 (a) If the company's reply is not satisfactory to the employee concerned, written notice of appeal signed by the employee may be served on the human resources manager within seven (7) working days from the date of delivery of the company's reply, appealing the grievance to an umpire.

(b) As promptly as possible after the employee's grievance has been appealed to an umpire, the parties shall arrange to select an umpire. If the parties are unable to select an umpire, then the matter shall be referred to the Minister of Labour for Ontario, for the appointment of an umpire.

5.07 In case of a general grievance alleging that the company has violated or misinterpreted this agreement, the chairperson, in the first instance, shall present the same to the human resources manager in the same way and with the same further procedure as is outlined in sections 5.05 and 5.06.

5.08 (a) For the purposes of this article, a "working day" shall mean any day except Saturday, Sunday and the holidays specified in article 11.

(b) Any of the time limits provided in this article may be extended by mutual agreement in writing.

(c) Any grievance to which a reply is not made by the company within the time limits prescribed herein or such extension as may have been agreed to may be referred to the next step in the grievance procedure, the time limit to run from the date the time for reply expired. Any grievance not carried to the next step within the time limits prescribed herein, or such extension as may have been agreed to, shall be automatically closed upon the basis of the last reply.

5.09 (a) It shall be the function of the umpire to whom a grievance is appealed pursuant to section 5.06, and he/she shall be empowered, to decide the matter in accordance with and on the basis of this agreement, and the following rules shall be applicable to the umpire:

(1) he/she shall have no power to add to, or subtract from, or modify or amend any of the terms of this agreement.

(2) he/she shall have no power to establish wage scales or change any wage.

(3) he/she shall have no power to substitute his/her discretion for the company's discretion in cases where the company is given discretion by this agreement, or by any supplementary agreement, except that where he/she finds a disciplinary suspension or discharge is unjust or unreasonable, he/she may make appropriate modification of the penalty.

(4) he/she shall have no power to decide any question which, under this agreement, is within the responsibility of management to decide. In rendering decisions, an umpire shall have due regard to the responsibility of management and shall so construe the agreement that there will be no interference with such responsibilities except as they may be specifically conditioned by this agreement.

(a) In the event that a case is appealed to an umpire on which he/she has no power to rule, it shall be referred back to the parties without decision or recommendations on its merits.

(b) There shall be no appeal from an umpire's decision. It shall be final and binding on the union, its members, the employees involved and the company.

(c) The fees and expenses of the umpire shall be shared equally by the company and the union or, if a grievance has been appealed to the umpire by an employee who is not a member of the union without the consent of the union, such expense shall be borne in equal shares by the company and the employee concerned. The shares shall be paid directly to the umpire by each party. All other expenses shall be borne by the party incurring them, and neither party shall be responsible for the expense of witnesses called by the other.

5.10 The grievance procedure hereinbefore prescribed shall apply to a grievance lodged by a group of employees, save that an appeal on a group grievance shall not be rejected on the ground of lack of signature by the employees alleging the grievance, provided one such employee signs each notice of appeal.

5.11 In the absence or inability to act of the company representatives referred to throughout the grievance procedure, the company may act through nominees of the respective representatives.

5.12 The following special procedure shall be applicable to a grievance alleging improper discharge of an employee or suspension of an employee and may be used by an employee alleging improper layoff or discrimination as defined in section 21.01 of this agreement:

(a) The grievance may be lodged in writing by the discharged or suspended employee with the human resources manager within three (3) regular working days of the discharge or suspension. In the case of an allegation of improper layoff or discrimination, the grievance may be lodged in writing by the affected employee within five (5) regular working days after the cause of the grievance should have become known to the employee.

(b) Thereupon the grievance shall be handled as an appeal to the human resources manager at step 2 of the general grievance procedure.

(c) If the decision is not satisfactory the matter may then proceed on the giving of the prescribed notice of appeal as an appeal to an umpire at step 3 of the general grievance procedure.

5.13 Notwithstanding anything contained elsewhere in this agreement, no grievance shall be lodged or prosecuted against the discharge by the company of a probationary employee unless the employee alleges that his or her discharge is not for cause or unless the employee alleges that he/she has been discriminated against in such discharge by reason of union activity, and the umpire shall not reverse his/her discharge on any other ground.

5.14 On request by a discharged employee to his/her supervisor, the employee will be given an opportunity to discuss his/her discharge with his/her steward or with the chairperson before leaving the company premises.

5.15 When an employee is called to an interview by a member of the staff of the human resources office, or a person who holds a supervisory position in plant protection, for the purpose of investigating alleged misconduct which may result in discipline, suspension or discharge of such employee, he/she shall be notified that, if he/she desires, he/she may require the presence of his/her steward or chairperson if available, at such interview. The steward or chairperson when called to such an interview at the request of the employee concerned shall not have the time spent on these duties charged against the time that is used for handling grievances.

ARTICLE 6 SENIORITY

6.01 An employee shall be considered a probationary employee until he/she shall have become entitled to have his/her name placed upon the seniority list and as such shall not have any seniority rights.

6.02 An employee who on the effective date of this agreement was employed in the bargaining unit shall have the seniority which he/she had attained in the bargaining unit as of that date.

6.03 (a) Subject to the provisions of section 6.07, an employee who is employed in the bargaining unit after the effective date of this agreement shall be entitled to have his/her name placed on the seniority list upon completion of employment in the bargaining unit to the extent of ninety (90) days within any period of twelve (12) consecutive months.

(b) Subject to the provisions of section 6.07, the name of an employee who is employed in the bargaining unit after the effective date of this agreement shall appear on a seniority list as of the date of his/her employment in the bargaining unit, provided that the date of employment of an employee who shall have completed intermittent employment to the extent of ninety (90) days within any period of twelve (12) consecutive months shall be considered to be the date three (3) months prior to the date upon which such employee shall have attained seniority.

6.04 (a) The company shall maintain a seniority list of all employees showing their seniority determined in accordance with this agreement. A revised seniority list shall be posted from time to time as required but in no event more frequently than every three (3) months.

(b) Two (2) copies of the seniority list and of each revision thereof shall be furnished to the chairperson.

6.05 Seniority rights of an employee shall cease for any one of the following reasons:

(a) If the employee quits.

(b) If the employee is discharged and the discharge is not reversed through the grievance procedure.

(c) If the employee fails to report for duty for five (5) consecutive working days and does not give a reason satisfactory to the company for his/her failure to so report.

(d) If the employee fails to report to work within five (5) working (excluding Saturdays, Sundays and holidays) days after a notice to report has been sent to his/her last known address according to the company's records, and does not give a reason satisfactory to the company for his/her failure to so report.

(e) If the employee is transferred out of the bargaining unit and his/her seniority is not protected by section 6.07 of this article.

(f) if the employee is not called upon to perform work for the company for a period of thirty-six (36) consecutive months or for a period equal to his/her seniority at the date when he/she last performed work for the company, whichever shall be the greater; provided, however, that for a seniority employee at work on or after December 1, 1982, seniority rights shall cease if the employee is not called upon to perform work for the company as follows:

Seniority At Date Last Performed Work For the Company	Seniority Ceases if Not Last Called Upon to Perform Work for the Company for:
2 years but less than 3 years	48 months
3 years but less than 4 years	60 months
4 years but less than 10 years	Period equal to seniority plus 12 months
10 years but less than 11 years	132 months
11 years and more	Period equal to seniority

Commencing December 1, 1982 this section 6.05(f) shall not apply to an employee having seniority if the employee is not called upon to perform work for the company due to sickness or injury arising out of and in the course of employment with the company and covered by the Workers' Compensation Act.

(g) if the employee retires or is retired under the terms of the Retirement Pension Plan, in which case the following provisions shall apply:

(i) he/she shall on such retirement cease to be an employee;

(ii) if he/she has been retired on total and permanent disability pension and if he/she recovers, he/she shall have his/her seniority reinstated as though he/she had been continued on a sick leave during the period of his/her disability retirement;

(iii) if he/she retires or is retired otherwise than on a total and permanent disability pension and is subsequently re-employed, he/she shall be considered a new employee and without seniority, and shall not acquire or accumulate any seniority thereafter, except for the purpose of applying the eligibility rules applicable to vacations with pay, he/she shall be treated on the basis of the seniority he/she had at the time of his/her retirement.

(h) if the employee is issued a separation payment by the company pursuant to the Separation Payment Plan.

(i) if the employee is issued a termination payment by the company pursuant to the Termination Payment Plan.

6.06 Notwithstanding their respective positions on the seniority list, the chairperson and the other two (2) stewards shall have top seniority in the bargaining unit only for purposes of layoff and recall so long as there is work available which they are qualified to perform. The number of stewards eligible for preferential seniority under this provision may be reduced by written notification to the company by the union, and any such reduction shall be effective upon receipt of such notification by the company.

6.07 (a) A supervisor or person above the rank of supervisor at the Oakville plants who was, at the time he/she was promoted to a supervisory position at the Oakville plants, employed in the bargaining unit, may at any time, consistent with his/her accumulated seniority, be transferred to the bargaining unit and upon such transfer he/she shall be placed upon the seniority list in accordance with his/her accumulated seniority.

(b) A person at the Oakville plants other than a supervisor or person above the rank of supervisor who is excluded from the bargaining unit and who was previously employed in the bargaining unit may be transferred to the bargaining unit only if no employee is on layoff and when such a transfer takes place he/she shall be placed upon the seniority list in accordance with his/her accumulated seniority.

(c) For the purpose of this section 6.07, accumulated seniority means the seniority to which an employee would be entitled under the provisions of this agreement calculated as if all his/her service with the company had been in the bargaining unit.

(d) A person at the Oakville plants who, prior to the existence of the unit, was promoted to supervisor or a position above the rank of supervisor at the Oakville plants or transferred to a position at the Oakville plants which would have resulted in his/her exclusion from the bargaining unit if one had existed at that time shall be considered to have been promoted or transferred from the bargaining unit if he/she would have been included in the bargaining unit had it existed at the time of his/her promotion or transfer.

6.08 (a) The provisions of section 6.07(a) shall not be applicable in the event of demotion of a person who was hired on or after January 1, 1980.

(b) Notwithstanding the above, a seniority employee who was hired on or after January 1, 1980 and subsequently promoted to a supervisory position shall continue to accumulate seniority for the first six (6) months he/she is so utilized or the length of time he/she is continuously utilized, whichever is less.

(c) Any employee who was hired on or after January 1, 1980 and is subsequently transferred out of the bargaining unit or out of a position supervising employees in the bargaining unit to an excluded position with the company and who thereafter is continuously employed in such capacity shall, if transferred back to the bargaining unit within one (1) year of such transfer out, be accorded the seniority ranking he/she had at the time of such transfer plus that time accumulated while working in such excluded position or positions, provided such employee has not been outside the bargaining unit and positions supervising employees in the bargaining unit for a total of more than one (1) year in the most recent three-year period.

(d) It is further understood that no temporary demotions in supervisory positions will be made during temporary layoffs. For purposes of this section, a temporary layoff is defined as a layoff not exceeding thirty (30) working days.

6.09 In the event of a layoff all probationary employees shall be laid off before any employees with seniority are laid off, provided the employees retained at work are qualified to perform the work required of them. Seniority employees shall be laid off in seniority order provided the employees retained at work are qualified to perform the work required of them. Seniority employees shall be recalled in the reverse order of layoff providing they are qualified to perform the work required of them.

6.10 Whenever practicable, prior to effecting a layoff, the company will notify the chairperson of the approximate number of employees to be laid off.

6.11 (a) Any employee who has basic seniority in one bargaining unit and who, as of February 16, 1985, is on the active employment rolls of another bargaining unit or who subsequently is placed in or transferred to another bargaining unit under circumstances where he/she does not carry his/her seniority with him/her, shall, at his/her first layoff thereafter in an indefinite layoff, have his/her seniority determined by whichever of the following he/she then elects:

(i) Such employee may irrevocably waive his/her seniority in Local 1256 and retain his/her latest date-of-entry seniority, which will then become his/her basic seniority (it being understood that such waiver will not break the employee's "Company seniority for purposes of such plans as the vacation, holiday pay, jury duty pay, SUB or retirement plans where Company, rather than plant, seniority is taken into account); or

(ii) Such employee may elect to return to Local 1256, in which event he/she shall be placed in, or on the recall list of, Local 1256 with full credit for seniority accumulated while working in the other unit to be included in determining his/her seniority in Local 1256, and he/she shall retain no seniority rights in any other bargaining unit.

Any employee who does not elect (i), above, in writing at the place designated by the Company within five calendar days after his/her layoff shall be deemed to have elected (ii).

ARTICLE 7 LEAVES OF ABSENCE

7.01 Leaves of absence for a specified purpose and period of time (including military leave) may be granted to employees at the discretion of the company upon application by the employee concerned to his/her supervisor. All requests for leave of absence for more than three (3) working days shall be made on forms provided by the company and shall be dealt with by the human resources manager.

(a) The president and the financial secretary-treasurer of the local union, in the event that they become, and so long as they remain, full time officers of the local union, shall be granted leave of absence by the company provided they are employees at the time of their election.

(b) An employee who may become a representative of the national union shall be granted leave of absence by the company.

7.03 Seniority shall accumulate during the period of any leave of absence.

ARTICLE 8 UNION ACTIVITIES

8.01 The union and members of the union shall not on company time conduct union activities except as in this agreement expressly provided, nor shall union meetings of any kind be held at any time on the company's premises without the prior written consent of the company.

8.02 The company will provide for the use of the union a bulletin board to be prepared and located by the company as follows:

Plant 1	1 bulletin board
Plant 2	1 bulletin board

It is recognized that the use by the union of such bulletin board shall be restricted to the posting thereon only of such notices as shall have received the prior approval of the human resources manager or his/her nominee. Such approval shall not be unreasonably withheld and such notices shall be restricted to those of the following types:

- (a) Notices of union recreational and social affairs;
- (b) Notices of union elections, appointments and results of elections;
- (c) Notices of union meetings.

ARTICLE 9 SHIFT PREMIUM

9.01 **(1)** An employee **hired prior to September 23, 2013** shall receive a special premium payment of:

(a) five percent (5%) of his/her earnings, including overtime premium, for the performance of work commenced on or after 10:30 a.m. but before the following 7:00 p.m.

(b) ten percent (10%) of his/her earnings, including overtime premium, for the performance of work commenced on or after 7:00 p.m. but before the following 5:00 a.m.

(2) An employee **hired on or after September 23, 2013** will receive a special premium payment of:

(a) fifty cents **(\$0.50)** per hour for the performance of work commenced on or after 10:30 am but before the following 7:00 pm.

(b) one dollar **(\$1.00)** per hour for the performance of work commenced on or after 7:00 pm but before the following 5:00 am.

(3) An employee **hired on or after September 23, 2013** who has **eleven (11) or more years of seniority** will be eligible to receive a special premium payment as set out in article 9.01 (1) above.

(4) An employee's equivalent hourly rate shall be calculated by dividing the employee's annual salary by 2,080.

ARTICLE 10 DISTRIBUTION OF OVERTIME

10.01 As far as reasonably possible, overtime and extra time will be equitably distributed among employees, provided that this provision shall not be construed as obligating the company to reassign employees from one shift to another in order to effect such equitable distribution.

ARTICLE 11 PREMIUM PAYMENTS

11.01 In addition to his/her regular salary:

(a) an employee shall receive payment at one-half his/her equivalent hourly rate, for all hours over eight (8) within any continuous period of twenty-four (24) hours, when he/she is scheduled by the company to perform work on a shift other than his/her previously scheduled shift provided that both shifts constitute two of the five shifts comprising the employee's work week.

(b) an employee shall receive payment at his/her equivalent hourly rate for all time required to be worked on;

(i) a Sunday shift when such time constitutes one of the five (5) shifts comprising the employee's scheduled work week; or

(ii) on a 7th shift within a calendar week when a 6th shift has previously been paid at one and one-half times the equivalent hourly rate.

(c) an employee shall receive payment at one and one-half (1 ½) times his/her equivalent hourly rate for all time required to be worked;

(i) in excess of eight (8) hours in any one (1) shift; or

(ii) on a 6th or 7th shift within a calendar week, but not both.

(d) an employee shall receive payment at double his/her equivalent hourly rate for all time required to be worked on;

(i) a Sunday when such time does not constitute one of the five shifts comprising the employee's work week; or

(ii) on the day of observance of any of the following holidays:

Good Friday, the Monday after Easter, the Friday before Victoria Day, Victoria Day, Canada Day, Civic Holiday, the Friday before Labour Day, Labour Day, Thanksgiving Day; and for the year **2013**, December **23, 24, 25, 26, 27, 30 and 31**; for the year **2014**, January 1 and December **24, 25, 26, 29, 30 and 31**; and for the year **2015**, **January 1, 2 and December 24, 25, 28, 29, 30, 31**; and for the year **2016**, January **1** and December **26, 27, 28, 29, 30**; and for the year **2017**, **January 2**.

(e) Each of the above holidays shall be observed on the day upon which it falls unless otherwise declared by the government of Canada or the Province of Ontario, except as otherwise agreed between the company and the union.

(f) (i) Premium payments shall not be duplicated for the same hours worked under any of the terms of this article. If premium payments are provided under two or more provisions of this article, then payment shall be made under the single provision which provides the highest rate of pay.

(ii) For the purpose of this article 11, "premium payments" are payments which are made or to be made in excess of an employee's regular salary.

ARTICLE 12 SALARIES

12.01 The base monthly salary for each classification covered by this agreement shall remain the same as at the expiration of the agreement between the company and the union dated **November 16, 2009**, except as otherwise provided in this article, in the Settlement Agreement dated **September 23, 2013**, or in any supplementary agreement which provides for salary adjustments.

12.02 (a) -- Not in Use --

(b) **Active and inactive** employees hired **prior to September 23, 2013 and who performed work for the company in the respective payment year** will be paid an annual performance bonus as follows:

(i) **For the year 2013, a performance payment of \$400 shall be made following September 23, 2013.**

(ii) **A performance payment of \$2,400 shall be made prior to the Christmas shutdown period in December 2014, December 2015 and December 2016.**

(iii) **Active and inactive** employees hired **on or after September 23, 2013 and who performed work for the company in 2016 will be paid a performance payment of \$2,400 prior to the Christmas shutdown period in December 2016.**

12.03 (a) When death occurs in an employee's immediate family (that is, current spouse; parent or stepparent; grandparent; parent, stepparent or grandparent of current spouse; child or stepchild; brother, half-brother or stepbrother; sister, half-sister or stepsister; grandchild; son-in-law or daughter-in-law) a seniority employee, on request, will be excused for any 3 regularly scheduled working days, or any 4 regularly scheduled working days in the case of the death of an employee's current spouse, parent, child, brother, or sister (or for such fewer days as the employee may be absent) during the 3 days, or 4 days in the case of the death of the employee's current spouse, parent, child, brother, or sister (excluding holidays defined in section 11.01, Saturdays and Sundays or in the case of the employees employed on operations scheduled as continuous 7-day operations excluding regular days off) immediately following the date of death provided appropriate documentation regarding the death is submitted to the company. In the event a member of the employee's immediate family as above defined dies while in the active service of the Canadian Armed Forces, the employee may, should the funeral be delayed, have his/her excused absence from work delayed until the period of 3 or 4 normally scheduled working days which includes the date of the funeral.

(b) No deduction will be made from the regular salary of an employee excused from work under this section, but the employee will not receive shift premiums or any other extra payment for time that he/she might have worked if he/she had been present during the time he/she was excused.

12.04 An employee who is summoned to and reports for jury duty (including coroner's juries and duty required in connection with the Ontario Public Institution Inspection Act) as prescribed by applicable law (subject to the eligibility requirements set out below), will be paid by the court (not including travel allowances, or reimbursement of expenses) and his/her regular salary (excluding shift premiums or any other extra payment) for the time, excluding overtime, that he/she otherwise would have been scheduled to work. In order to receive payment under this section an employee must meet all of the following eligibility requirements:

(a) The employee shall have attained seniority as of the date of commencement of the jury duty.

(b) The employee shall have given prior notice to the company that he/she has been summoned for jury duty.

(c) The employee shall furnish satisfactory evidence to the company that he/she reported for or performed jury duty on the days for which he/she claims payment.

(d) The employee would otherwise have been scheduled to work for the company on the day for which he/she claims payment.

12.05 The company will supply to the President of Local 1256 a list of the classifications and salary rates established by the company and applicable to employees in the bargaining unit.

ARTICLE 13 TRANSFER OF OPERATIONS AND TRANSFER MOVING ALLOWANCE

13.01 If the company transfers any of its operations which are being carried on in its plants and offices at Oakville on the effective date of this agreement from one location to another at Oakville, then provided there is a reduction in the staff of the plant protection section at the former location as a direct result of the transfer of operations and a corresponding increase in the staff of the plant protection section at the new location as a direct result of the transfer of operations, the employee in the bargaining unit having the greatest amount of seniority who elects to transfer to the new location shall be transferred to perform plant protection duties at the new location and retain all his/her existing employee benefits within the bargaining unit at Oakville relating to seniority, pension, supplemental unemployment benefits, vacations with pay, insurance and holidays.

13.02 If the company transfers any of its operations from Oakville to a new location and the transfer does not fall within the terms of section 13.01, then provided there is a reduction in the staff of the plant protection section at Oakville as a direct result of the transfer of operations and a corresponding increase in requirements for plant protection staff at the new location as a direct result of the transfer, the employee in the bargaining unit having the greatest amount of seniority who elects to transfer to the new location shall be transferred to perform plant protection duties at the new location and, subject to the laws in force at the new location and to the agreement of the bargaining agent (if any) for an existing bargaining unit of the company at that location the employee shall be entitled to retain his/her existing employee benefits relating to seniority, pensions, supplemental unemployment benefits, vacations with pay, insurance and holidays. Such employee shall, as of the date of transfer to the new location, lose his/her seniority rights at Oakville. (Local 240 is not in agreement with the retention of seniority with respect to employees transferred under this provision to

the bargaining unit for which Local 240 is the bargaining agent, and any employee transferred under section 13.02 to the bargaining unit for which Local 240 is the bargaining agent shall have seniority determined on the basis of his/her employment at Windsor in accordance with the provisions of Article 6 of the collective agreement applicable to employees in the bargaining unit at Windsor.)

13.03 When a transfer is to be made under sections 13.01 or 13.02, written notification of the transfer shall be made to all employees in the bargaining unit. The employee who elects to transfer shall, in writing, notify the human resources department of the company at Oakville of his/her election, within 7 days following the notification of transfer.

13.04 It is understood and agreed that this right of transfer does not apply to any jobs which may be created in the Central Office of the company in Oakville.

13.05 (a) An employee who is on the active employment roll shall be eligible for a transfer moving allowance if he/she is transferred from one plant location of the company to another plant location of the company pursuant to section 13.02 provided:

(b) Effective for expenses incurred on or after **September 23, 2013**, the amount of an employee's transfer moving allowance will be the amount shown in the following table:

Kilometers Between Locations	Allowance
80 – 159	\$3,000.00
160 – 479	\$3,300.00
480 – 799	\$3,600.00
800 – 1,599	\$3,900.00
1,600 or more	\$4,200.00

13.06 (a) In the event of permanent discontinuance of work in the company's plants at Oakville the union will furnish a list of such laid off employees by classification to the company, and these employees will be given hiring consideration with respect to employment in the bargaining unit represented by Local 240, **Unifor** at the company's plants at Windsor.

(b) An employee who is on the active employment roll will be eligible for a layoff moving allowance if he/she is laid off from one plant location of the company (hereinafter called his/her original plant location) as a result of a discontinuance of operations or is laid off as a result of a reduction in force and is offered and accepts an offer of employment at another plant location of the company (hereinafter called his/her new plant location) pursuant to section 13.06(a) and the preferential placement provisions described in the letter exchanged between the company and the union dated March 1, 1994, and if:

(i) his/her new plant location is at least 80 kilometers distant from his/her original plant location and he/she moves his/her permanent residence as a result of accepting the offer of employment at his/her new plant location; and

(ii) he/she had one (1) or more years of seniority on the last day he/she worked at his/her original plant location and has not incurred a break in seniority on or prior to the date on which the application is made to the company; and

(iii) he/she files an application for a layoff moving allowance not later than 6 months after the first day he/she worked at his/her new plant location.

(c) Effective for expenses incurred on or after **September 23, 2013**, the amount of a layoff moving allowance will be the amount of Separation Payment which would have been paid under The Separation Payment Plan to the applicant assuming that he/she would have been eligible for a Separation Payment Plan to the applicant assuming that he/she would have been eligible for a Separation Payment as of the date of his/her application for such layoff moving allowance provided, however that such layoff moving allowance will in no event be greater than the amount shown in the following table:

Kilometers Between Locations	Allowance
80 – 159	\$3,000.00
160 – 479	\$3,300.00
480 – 799	\$3,600.00
800 – 1,599	\$3,900.00
1,600 or more	\$4,200.00

(d) In the event an employee who is eligible to receive a layoff moving allowance under this section is also eligible to receive a moving allowance or its equivalent under any present or future Federal or Provincial legislation, the amount of layoff moving allowance provided by such legislation, will not exceed the maximum amount of the layoff moving allowance the employee is eligible to receive under this section.

(e) A layoff moving allowance will be payable in a lump sum. Any layoff moving allowance payable under this section 13.06 will be paid by the company subject to the terms and conditions specified **by the Income Security Fund Maximum Company Liability**.

(f) The amount received under the provisions of this section 13.06 will be deducted from any Separation Payment that the employee subsequently becomes eligible to receive under the Separation Payment Plan.

(g) Only one layoff moving allowance will be paid where more than one member of a family living in the same residence are relocated pursuant to section 13.06(a)

ARTICLE 14 INSURANCE

14.01 For the duration of this Agreement, the Insurance Program shall be that set out in appendix "A" and is hereinafter referred to as the "Program". It consists of two parts, each made a part of this Agreement, one known as "Group Life and Disability Insurance" and one known as "Hospital-Surgical-Medical-Drug-Dental-Vision-Expense Coverages" or "H-S-M-D-D-V Program".

14.02 The company will pay the contributions due from it for the Program in respect to insurance premiums and subscription rates in accordance with the terms of the Program. The company by payment of its contributions shall be relieved of any further liability with respect to the benefits of the Program. The company shall receive and retain any divisible surplus, credits or refunds or reimbursements under whatever name arising out of the Program.

14.03 The company shall arrange for the administration of the Program, subject to its provisions. The company shall be under no obligation by reason of the Program

except in good faith to endeavour to obtain its coverages and to fulfill any other obligations specifically required in this Article 14 or in the Program.

14.04 The umpire shall have no jurisdiction over any matter arising under this Article 14 or under the Program.

14.05 (a) Except as otherwise specifically provided in the Program, its H-S-M-D-D-V Program provisions shall become effective on **October 1, 2013**.

(b) Except as otherwise specifically provided in the Program, its Group Life and Disability Insurance provisions shall become effective on **October 1, 2013**, with respect to employees then at work, and on the first day worked thereafter with respect to other employees. Group Life and Disability Insurance for employees for whom the provisions of the Program shall not have become effective shall be governed by the provisions, conditions, and limitations of the Program as constituted on the day each such employee was last actively at work.

(c) For those to whom they become applicable, the provisions of the Program shall be in lieu of the provisions of the previous programs, and benefits under the Program shall be reduced where benefits received under the previous programs would reduce benefits if they had been received under this Program.

ARTICLE 15

SICK LEAVE PAYMENTS

15.01 (a) (i) An employee who is absent from work because of personal illness or injury and who has not attained seniority at the time his/her absence commences shall be paid his/her full salary for five (5) working days of such absence commencing with the sixth day of the absence.

(ii) An employee who is absent from work because of personal illness or injury who has attained seniority at the time his/her absence commences shall be paid his/her full salary for twenty-one (21) working days of such absence commencing with the sixth day of the absence, and 50% of his/her full salary throughout the ensuing forty-two (42) working days of such absence;

(iii) In order to qualify for any payment under (i) and (ii) above, an employee may be required to furnish to the company satisfactory proof of such illness or injury.

(iv) The five (5)-day waiting period provided for in section 15.01(a)(ii) and (iii) will be waived when an employee is admitted to hospital.

(b) More than one illness resulting from the same or a related cause shall be treated as a single illness, unless the employee recovers sufficiently between illnesses to return to work for at least thirty-one (31) calendar days and all absences from work resulting from a single illness shall be accumulated for the purpose of sick leave payments so that an employee shall not be entitled to payment hereunder for a single illness for a longer period of time than that set out above.

15.02 An employee who is entitled to Workers' Compensation benefits, or disability benefits provided under any **related applicable legislation**, and is also eligible for sick leave pay shall be entitled to a total benefit no greater than his/her full monthly salary at date of disability. If the combined amount of his/her sick leave payments and the benefits he/she is eligible for under any **related applicable legislation** is in excess of

his/her full monthly salary at date of disability, he/she shall turn over to the company or the company may withhold an amount equal to such excess.

15.03 The company will provide for all employees to be covered by a disability insurance policy, providing benefits in accordance with the terms of such insurance policy upon expiration of the period during which an employee is entitled to full pay under section 15.01.

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

ARTICLE 16 VACATION WITH PAY PLAN

16.01 **(a)** Employees hired prior to September 23, 2013 will be granted annual vacation with pay in accordance with the following provisions Employees will be granted annual vacation with pay in accordance with the following provisions:

(i) An employee who was on the active roll of the company as of December 1 of the preceding year and who had 20 or more years' seniority as of that date shall be entitled to a paid vacation of 30 days during the current calendar year.

(ii) An employee who was on the active roll of the company as of December 1 of the preceding year and who had 10 but less than 20 years' seniority as of that date shall be entitled to a paid vacation of 25 days during the current calendar year.

(iii) An employee who was on the active roll of the company as of December 1 of the preceding year and who had 3 but less than 10 years' seniority as of that date shall be entitled to a paid vacation of 20 days during the current calendar year.

(iv) An employee who was on the active roll of the company as of December 1 of the preceding year and who had less than 3 years' seniority as of that date shall be entitled to a paid vacation of 15 days during the current calendar year.

(v) An employee who was not on the active roll of the company as of December 1 of the preceding year but who was on the active roll of the company as of June 1 of the current calendar year shall be entitled to a paid vacation of 7 days during the current calendar year.

(b) Employees hired on or after September 23, 2013 will be granted annual vacation with pay in accordance with the following provisions:

(i) An employee who was on the active roll of the company as of December 1 of the preceding year and who had 20 or more years' seniority as of that date shall be entitled to a paid vacation of 30 days during the current calendar year.

(ii) An employee who was on the active roll of the company as of December 1 of the preceding year and who had 15 but less than 20 years' seniority as of that date shall be entitled to a paid vacation of 25 days during the current calendar year.

(iii) An employee who was on the active roll of the company as of December 1 of the preceding year and who had 10 but less than 15 years' seniority as of that date shall be entitled to a paid vacation of 22 days during the current calendar year.

(iv) An employee who was on the active roll of the company as of December 1 of the preceding year and who had 6 but less than 10 years' seniority as of that date shall be entitled to a paid vacation of 15 days during the current calendar year.

(v) An employee who was on the active roll of the company as of December 1 of the preceding year and who had 5 but less than 6 years' seniority as of that date shall be entitled to a paid vacation of 14 days during the current calendar year.

(vi) An employee who was on the active roll of the company as of December 1 of the preceding year and who had 4 but less than 5 years' seniority as of that date shall be entitled to a paid vacation of 13 days during the current calendar year.

(vii) An employee who was on the active roll of the company as of December 1 of the preceding year and who had 3 but less than 4 years' seniority as of that date shall be entitled to a paid vacation of 12 days during the current calendar year.

(viii) An employee who was on the active roll of the company as of December 1 of the preceding year and who had 2 but less than 3 years' seniority as of that date shall be entitled to a paid vacation of 11 days during the current calendar year.

(ix) An employee who was on the active roll of the company as of December 1 of the preceding year and who had 1 but less than 2 years' seniority as of that date shall be entitled to a paid vacation of 10 days during the current calendar year.

(c) The vacation pay of an employee shall be based on his/her regular salary in effect during the period of his/her vacation. The appropriate special premium payment provided in section 9.01 will be included in vacation pay, provided the employee would have been entitled to receive such payment if the period had not been taken as vacation.

(d) An employee's vacation shall be taken during the current calendar year in which it is applicable and at a time agreed to by his/her supervisor.

(e) If one of the holidays specified in article 11 is observed by the company on a day falling during an employee's vacation, he/she shall be entitled to an extra day of vacation which shall be added to the beginning or end of his/her vacation period.

16.02 (a) An employee **hired prior to September 23, 2013** who leaves the employ of the company during the current calendar year for any reason, on or after completion of six (6) months' continuous service, shall be entitled to pay in lieu of vacation as follows:

(i) An employee who was on the active roll of the company as of December 1 of the preceding year and who had 20 or more years' seniority as of that date shall be entitled to 30 days pay in lieu of vacation if vacation has not already been taken.

(ii) An employee who was on the active roll of the company as of December 1 of the preceding year and who had 10 but less than 20 years' seniority as of that date shall be entitled to 25 days pay in lieu of vacation if vacation has not already been taken.

(iii) An employee who was on the active roll of the company as of December 1 of the preceding year and who had 3 but less than 10 years' seniority as of that date shall be entitled to 20 days pay in lieu of vacation if vacation has not already been taken.

(iv) An employee who was on the active roll of the company as of December 1 of the preceding year and who had less than 3 years' seniority as of that date shall be entitled to 15 days' pay in lieu of vacation if vacation has not already been taken.

(v) An employee who was not on the active roll of the company on December 1 of the preceding year but who was on the active roll of the company on June 1 of the current year shall be entitled to 7 days' pay in lieu of vacation if vacation has not already been taken.

(b) An employee hired on or after September 23, 2013 who leaves the employ of the company during the current calendar year for any reason, on or after completion of 6 months' continuous service, shall be entitled to pay in lieu of vacation as follows:

(i) An employee who was on the active roll of the company as of December 1 of the preceding year and who had 20 or more years' seniority as of that date shall be entitled to 30 days pay in lieu of vacation if vacation has not already been taken.

(ii) An employee who was on the active roll of the company as of December 1 of the preceding year and who had 15 but less than 20 years' seniority as of that date shall be entitled to 25 days pay in lieu of vacation if vacation has not already been taken.

(iii) An employee who was on the active roll of the company as of December 1 of the preceding year and who had 10 but less than 15 years' seniority as of that date shall be entitled to 22 days pay in lieu of vacation if vacation has not already been taken.

(iv) An employee who was on the active roll of the company as of December 1 of the preceding year and who had 6 but less than 10 years' seniority as of that date shall be entitled to 15 days pay in lieu of vacation if vacation has not already been taken.

(v) An employee who was on the active roll of the company as of December 1 of the preceding year and who had 5 but less than 6 years' seniority as of that date shall be entitled to 14 days pay in lieu of vacation if vacation has not already been taken.

(vi) An employee who was on the active roll of the company as of December 1 of the preceding year and who had 4 but less than 5 years' seniority as of that date shall be entitled to 13 days pay in lieu of vacation if vacation has not already been taken.

(vii) An employee who was on the active roll of the company as of December 1 of the preceding year and who had 3 but less than 4 years' seniority as of that date shall be entitled to 12 days pay in lieu of vacation if vacation has not already been taken.

(viii) An employee who was on the active roll of the company as of December 1 of the preceding year and who had 2 but less than 3 years' seniority as of that date shall be entitled to 11 days pay in lieu of vacation if vacation has not already been taken.

(ix) An employee who was on the active roll of the company as of December 1 of the preceding year and who had 1 but less than 2 years' seniority as of that date shall be entitled to 10 days pay in lieu of vacation if vacation has not already been taken.

16.03 If any date referred to in this plan falls on a Saturday, Sunday or holiday, the effective date shall be the first full working day next following.

16.04 An hourly-rated employee who is transferred to the salary roll prior to July 2 in any year shall be entitled to a paid vacation during that year as set out in section 16.01(a), (b), (c), (d) or (e), whichever is applicable. His/her seniority with the company prior to his/her transfer shall be counted in computing the period of vacation. Any vacation with pay previously obtained in the current year on an hourly-rated basis by such employee shall be deducted from his/her salary roll vacation.

An hourly-rated employee who is transferred to the salary roll on or after July 2 in any year shall be entitled only to the vacation with pay, if any, which he/she would have received during that year as an hourly-rated employee.

16.05 — NOT IN USE —

16.06 This vacation with pay plan is subject to the provisions of the "Employment Standards Act" (Ontario), wherever such provisions provide greater benefits than this plan.

ARTICLE 17 NO STRIKE OR LOCKOUT

17.01 It is agreed that the union and its members individually and collectively shall not, during the term of this agreement, cause, permit, or take part in any strikes, picketing, sit-down, stay-in, slow-down, or other curtailment or restriction of production or interference with work in or about the company's plants or premises and the company agrees not to engage in a lockout. Any employee who violates this section will be subject to discharge.

17.02 In the event that any dispute between the company and any organization or group of employees excluded from the bargaining unit results or threatens to result in a strike, work stoppage, or other interference with the company's business, the union agrees and each member of the union agrees that, regardless of the organization or group involved in any dispute, employees represented by the union will continue to report for duty and will make every reasonable effort to fully discharge their duties.

ARTICLE 18

DURATION AND TERMINATION

18.01 (a) This agreement shall become effective as of the **23rd** day of **September, 2013** and shall remain in effect until 11:59 p.m. on the **19th** day of September, **2017**, or until terminated as provided below, whichever occurs later.

(b) If either party desires to bargain with a view to the renewal, with or without modifications, of this agreement or to the making of a new agreement, such party shall, at least sixty (60) days prior to the **19th** day of September, **2017**, give written notice to the other party of such desire. Such notice shall, as far as possible, list the subject matter of the proposed changes or modifications but the parties shall have the right to alter the said list before and during bargaining. Within 10 days after receipt of such notice, the other party shall arrange a conference to bargain on the proposed modifications or changes.

(c) Should no agreement be reached in such bargaining prior to 11:59 p.m. on the **19th** day of September, **2017**, the parties agree to continue this agreement in operation while such bargaining continues, but in no event in excess of a period of one year therefrom. Bargaining shall be deemed to be continuing until:

(i) either party has notified the other in writing that it considers bargaining to be at an end, and

(ii) the happening of one of the following:

1. 7 days have elapsed after a conciliation board has reported to the Minister of Labour, or

2. 14 days have elapsed after the Minister of Labour has released to the parties a notice that he/she does not deem it advisable to appoint a conciliation board, whereupon the agreement shall terminate as of the date of the happening of whichever of (i) or (ii) shall last occur.

ARTICLE 19

WORK BY SUPERVISORS

19.01 Supervisors and persons above the rank of supervisor shall not be assigned to perform duties which are regularly assigned to employees within the bargaining unit, but may be used in case of emergency or under unusual conditions.

ARTICLE 20
NOTICES PURSUANT TO AGREEMENT

20.01 All notices required to be given by either party to the other pursuant to the provisions of this agreement shall be in writing and shall be sufficient if sent by registered mail addressed, if to the union, to:

Local 1256,
P.O. Box 73
Oakville, Ontario L6J 4Z5

and if to the company to:

Human Resources Manager,
Ford Motor Company of Canada, Limited
Oakville Assembly Plant
Oakville, Ontario,

or respectively so addressed if delivered personally to the president of the local union or to the human resources manager of the company at Oakville.

ARTICLE 21
MISCELLANEOUS

21.01 In continuance of the policy established and maintained since the inception of their collective bargaining relationship, the company and the union acknowledge that the provisions of this agreement shall apply to all employees without discrimination, and in carrying out their respective obligations under this agreement, neither will discriminate against any employee on account of race, creed, colour, age, sex, sexual orientation, ancestry, place of origin, ethnic origin, citizenship, marital status, same-sex partnership status, family status, record of offenses, or disability as prohibited under applicable human rights legislation.

21.02 Wherever in this agreement the masculine gender is used, it shall also include the feminine.

IN WITNESS WHEREOF the said parties have hereunto signed.

FORD MOTOR COMPANY OF CANADA, Limited

by: **M. J. Hyland**
D. J. Nangini
G.M. Briscoe
G. E. Stevenson
D. M. Schlachter

UNIFOR AND ITS LOCAL 1256

by **R. MacDonald**
A. MacDonald
D. Spehar
L. Gallagher
C. Flor

APPENDIX A

**GROUP LIFE AND DISABILITY INSURANCE
HOSPITAL-SURGICAL-MEDICAL-DRUG-DENTAL-
VISION EXPENSE**

**COVERAGES (H-S-M-D-D-V PROGRAM)
2013 AGREEMENT – LOCAL 1256**

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GROUP LIFE AND DISABILITY INSURANCE

Section 1

COVERAGES

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

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

Section 2

COMPANY CONTRIBUTIONS

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

(a) for any month he/she receives pay from the Company for any time during such month, and

(b) for life insurance provided after the month in which the employee becomes age 65 if he/she is insured at age 65.

The company shall also pay the full premium for the applicable coverages for periods during which coverages are continued under Section 12 without cost to the employee and shall pay the portions of the premium not covered by employee contributions for periods during which coverages are continued under Section 12 by employee contributions.

Section 3

SCHEDULE OF BENEFITS

- (a) For employees under age 65

- (1) Life Insurance

The amount of group life insurance shall be an amount equal to 24 times the base monthly salary of each insured employee.

Total and Permanent Disability Benefits are based on an amount of Life Insurance in force and are as described in Section 8.

- (2) Accidental Death and Dismemberment Insurance

The amount of A.D. & D. Insurance is equal to the principal amount of Life Insurance.

- (3) Survivor Income Benefits Insurance

For certain eligible survivors, monthly benefits are as described in Section 9 below.

- (4) Monthly Extended Disability Insurance

For eligible insured employees monthly Extended Disability Benefits are in amounts equal to 60% or 50% of base monthly salary as described in Section 11 below.

"Base Monthly Salary" to be used in determining life, accidental death and dismemberment, and extended disability benefits, shall, for disabilities commencing or for deaths occurring after the employee has so worked, be the employee's Base Monthly Salary as defined in section 6 (a).

- (b) For employees age 65 and older:

- (1) Life Insurance 10 or more Years

If an employee is insured at age 65 and has 10 or more years of creditable service under the Retirement Pension Plan at the end of the month in which he/she attains age 65, his/her Life Insurance shall be continued until his/her death.

However the amount of insurance shall be gradually reduced (at the rate of 2% of the amount in force at age 65) each month after he/she becomes age 65 until an ultimate amount of Life Insurance called "Continuing Group Life Insurance" (CGL) is reached.

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

The reduction of Life Insurance commences at age 65.

The minimum amount of CGL is the greater of 15% of Life Insurance in force at age 65 (with 10 years of creditable service) or, for deaths occurring on or after September 16, 2000, \$5,000.00. If the amount of Life Insurance in force at age 65 is less than \$5,000.00, the CGL is the amount of Life Insurance in force at age 65 or \$500.00, whichever is greater.

(2) Life Insurance - Less than 10 Years

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

(3) Those Becoming Insured After Age 65

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

(4) Years of Participation

For the purposes of (1) and (2) above, years of participation (prior to age 65) in Group Life and Disability Insurance, if any, after an employee last ceases active work before age 65, are added to creditable service under the Retirement Pension Plan in determining eligibility for and amount of Continuing Group Life Insurance.

Section 4

COMMENCEMENT OF COVERAGE

Coverage becomes effective as set forth below, provided the employee (excluding the conditions described in (a) (1) herein) has completed the full employment procedure.

(a) Employees hired or rehired: The first of the month following date employed, except

(1) that if an employee hired or rehired dies as a result of bodily injuries prior to becoming insured for Life Insurance, Accidental Death and Dismemberment Insurance and Survivor Income Benefits, such insurance coverages shall be provided for such death but only if:

(i) a benefit would be payable for such death under Section 10 if such employee were insured at the time of such injuries,

(ii) the bodily injuries are caused solely by employment with the Company, and

(iii) the bodily injuries result solely from an accident in which both the cause and result are unexpected and definite as to time and place; and
(2) that Extended Disability Benefit Insurance coverages do not commence until the first of the fourth month following date employed for employees hired or rehired.

(b) Employees reinstated: Date of reinstatement, if insured at last termination; provided, however, that if accident or sickness keeps him/her from work on the day he/she would otherwise become insured, the insurance does not take effect until the day he/she returns to work.

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

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

Section 5

WHEN SCHEDULED AMOUNTS OF INSURANCE CHANGE

Changes in the employee's scheduled amounts of benefits as a result of changes in his/her base monthly salary rate will be made as follows:

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

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

Section 6

BENEFIT PAYMENTS

(a) General

Life and Accidental Death and Dismemberment claims are paid upon submission of satisfactory proof of death, accident or loss. Survivor Income Benefits are paid upon continuing proof of eligibility as a Survivor. Extended Disability Benefits are paid to the eligible employee monthly following exhaustion of sick leave payments subject to receipt of due proof. Reinstated Extended Disability Benefits are paid to an eligible laid off employee weekly subject to receipt of due proof.

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

If an employee is assigned a lower rated job because of an occupational disability with a resulting loss in pay, his/her benefit payments shall be based on his/her monthly salary at the time of injury, during periods while he/she is at work and for which he/she receives weekly Workers' Compensation for such loss in pay.

(b) Incompetents

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

(c) Settlement Options

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

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

(d) Recovery of Benefit Overpayments

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

If the employee fails to repay such amount of overpayment promptly, the Insurer may arrange to recover the amount of the overpayment by making an appropriate deduction or deductions from any future benefit payment or payments payable to the employee or the Company at the Insurer's request may make an appropriate deduction or deductions from future compensation payable by the Company to the employee.

(e) Subrogation

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

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

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

(f) Spouse

Wherever "wife", "husband" or "spouse" is used it shall mean the person to whom the employee is, and has been for at least one year, legally married; or if there is no such wife, husband or spouse, it shall mean the person who has been cohabiting and residing with the employee in a conjugal relationship for an immediately preceding continuous period of at least one year and has been publicly represented by the employee as the employee's spouse.

Section 7

LIFE INSURANCE

(a) Benefit

If an employee dies from any cause while insured, the amount for which he/she is insured shall be paid to the person he/she has named as beneficiary. Subject to the provisions of any applicable laws, in the event the last named beneficiary dies before the employee, or if no beneficiary shall have been named, the life insurance will be paid to the employee's spouse, if living; if not living, equally to the employee's surviving children; if none survive, to either the employee's mother or father, or to both equally if both survive; if there are no such survivors, to the executors or administrators of the employee's estate. For the purpose of this Section 7 (a) only, the term "spouse" shall include the person to whom the employee had been legally married for less than one year or with whom the employee has been cohabiting and residing within a conjugal relationship for an immediately preceding continuous period of at least one year, and has been publicly represented by the employee as the employee's spouse.

(b) Beneficiary Designation

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

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

(c) Assignment

Life Insurance is not assignable.

Section 8

TOTAL AND PERMANENT DISABILITY BENEFITS

(a) Benefit

An employee eligible for Total and Permanent Disability Benefits can elect to have his/her Life Insurance paid to him/her in 50 monthly instalments at the rate of \$20.00 for each \$1,000.00 of Life Insurance for which he/she is insured on the date of commencement of such disability. If an employee returns to work after receiving any such installments, his/her Life Insurance amount will be reinstated in an amount determined in accordance with the provisions of Section 3. If he/she subsequently collects disability installments, they are to stop when their total plus the total of installments paid for any previous disability equals the amount of his/her Life Insurance in force at the time of the subsequent disability.

(b) Eligibility

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

- Be totally and permanently disabled,
- Be no longer eligible to receive Sick Leave Payments or Extended Disability Benefits; provided, however, an employee shall not qualify earlier than the completion of the maximum period of eligibility for such Benefits by reason of a waiver as provided under Section 11 (f).
- Have completed at least a 4 month period of such disability,
- Have either 10 years of creditable service under the Retirement Pension Plan or 10 years of participation under Group Life and Disability Insurance at the end of the month in which such disability begins,
- Notify the Insurer on its prescribed forms within one year from the date premiums on his/her Insurance have been paid, and
- Submit to the Insurer satisfactory written proof of such disability, as required herein.

The Insurer shall reserve the right to require the employee to submit to physical examination by physicians designated by it. An employee shall be deemed to be totally and permanently disabled only if he/she is not engaged in regular employment or occupation for remuneration or profit and on the basis of medical evidence satisfactory to the Insurer the employee is found to be wholly and permanently prevented from engaging in regular employment or occupation with the Company at the plant or plants where he/she has seniority for remuneration or profit as a result of bodily injury or disease, either occupational or non occupational in cause.

(c) Benefits Upon Death

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

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

(d) Limitation

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

Section 9

SURVIVOR INCOME BENEFITS

(a) Transition Survivor Income Benefit

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

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

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

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

Survivors are classified and defined as follows:

1. A "Class A Survivor" means the employee's surviving spouse.
2. A "Class B Survivor" means the employee's child who at the employee's death and at the time a survivor income benefit first becomes payable to such child is both unmarried and either (i) under 21 years of age, or (ii) at least age 21 but under age

25 or (iii) totally and permanently disabled at any age over 21; provided, however, that a child under clause (ii) or (iii) must have been legally residing with and dependent upon the employee at the time of his/her death. A child ceased to be a Class B Survivor upon marrying, or if not totally and permanently disabled, upon reaching his/her 25th birthday. To qualify as the employee's child, the child must be one of the following:

- (i) the employee's own child born prior to the first of the month following the employee's death,
 - (ii) the employee's legally adopted child or a child with respect to whom he/she had initiated legal adoption proceedings which were terminated by his/her death.
 - (iii) the employee's step-child who resided with him/her at the time of his/her death.
3. A "Class C Survivor" means the employee's parent for whom he/she had, during the calendar year immediately preceding his/her death, provided at least 50% of such parent's support, if such parent was
- (i) the employee's father or mother by blood relationship, or
 - (ii) the employee's adopting parent.
4. The Survivors entitled to each Monthly Survivor Income benefit that becomes payable under this Subsection 9(a) shall be determined as follows:
- (i) the employee's Class A Survivor who is living on the first day of a month shall be entitled to the Benefit payable for such month;
 - (ii) if the employee's Class A Survivor is not living on the first day of a month, persons who qualify on that day as his/her Class B Survivors, excluding any then deceased, shall be entitled to the Benefit payable for that month; two or more such persons share the Benefit equally;
 - (iii) if the employee's Class A Survivor is not living on the first day of a month and no living person qualifies on that day as the employee's Class B Survivor, persons who qualify on that day as the employee's Class C Survivors, excluding any then deceased, shall be entitled to the Benefit payable for that month; two such persons to share the Benefit equally.
 - (iv) In any case in which the Class A eligible survivor does not receive Survivor Income Benefits because of a waiver under Section 9(d), any payments of Transition Survivor Income Benefits to a Class B or Class C eligible survivor shall be determined as if the deceased Class A eligible survivor had not waived such benefits. In no event, however, would any such benefit be paid to a Class B or Class C eligible survivor for any month for which Transition Survivor Income Benefits would have been payable to the Class A eligible survivor except for the waiver or for any month subsequent to 24 calendar months after date of death of the insured employee.

(b) Bridge Survivor Income Benefit

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

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

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

(a) the death of the Class A eligible survivor;

(b) the remarriage of the Class A eligible survivor or upon such eligible survivor's acquiring a spouse within the meaning of Section 6(f);

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

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

(c) Assignment and Attachment

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

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

(d) Waiver

An eligible Class A survivor of an employee may execute a waiver with respect to any right to receive Survivor Income Benefits for any period by completing a waiver form furnished by the Company for that purpose, regardless of the date the deceased employee last worked, such waiver being effective the first of the second month following the month in which such waiver is received by the Company. No Survivor Income Benefits shall be payable for any period covered by such waiver; provided, however, any month in which a Survivor Income Benefit is not paid because of such waiver shall be counted as if it is a month for which a benefit is paid under (a) above for the purpose of determining the maximum number of monthly Transition

Survivor Income Benefits. An eligible Class A or Class B survivor may revoke such a waiver by completing the appropriate form furnished by the Company, such revocation being effective with respect to Survivor Income Benefits payable on and after the first of the second month following the month in which such revocation is received by the Company.

(e) Proof of Death and Entitlement

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

Section 10

ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE

(a) Benefit

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

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

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

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

It is further provided, however, that if the loss suffered by an insured employee is such that the employee or his/her estate is entitled to indemnity or compensation under a Workplace Safety and Insurance Act or any other Workers' Compensation Laws (but not including flight in an aircraft owned or leased by the

Company or while travelling outside of Canada or the U.S.A.) the amount payable for such loss shall be twice the amount determined from the above schedule.

(b) Definition of Accidental Injury

Accidental injury is one that occurs directly and solely through external, violent and accidental means.

(c) Examination

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

(d) Limitations

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

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

The total amount payable on account of more than one of the losses listed in (a) above sustained in any one accident shall not exceed the amount equal to the principal amount of the Life Insurance in force.

(e) Assignment

Accidental Death and Dismemberment Insurance is not assignable.

Section 11

EXTENDED DISABILITY BENEFITS

(a) Eligibility for Benefits

An employee who exhausts Sick Leave Payments at full salary under Article 20 and who, at the time he/she exhausts such payments and during a continuous period of disability thereafter, is totally disabled as defined in (c)(1) below receives monthly Extended Disability Benefits for the period described in (c) below.

Certain employees not eligible for sick leave payments under Article 20 may be eligible for limited benefits as described in Section 15.

(b) Amount of Benefit

The extended disability benefit is payable at the rate of 50% of base monthly salary during the first 2 months of disability benefit payments, 60% of base monthly salary during the following 10 months of disability benefit payments and at the rate of 50% of base monthly salary during the balance of the entitlement period. Base monthly salary for purposes of this section shall be the base monthly salary in effect at the commencement of disability, except, with respect to employees last at work on or after December 1, 1984 and prior to September 15, 1987, "base monthly salary" for purposes of establishing Extended Disability Benefits is reduced by \$104.00.

Provided, however, that in the event the Company otherwise qualifies for a premium reduction under the Employment Insurance Act, the above disability benefit payments (including any payments under Article 20) shall not be less than the amount necessary to retain the Company's eligibility for Employment Insurance Premium reduction.

(1) The "Total Benefits Rule" becomes effective after sick leave payments under Article 20 cease and provides that if the total monthly benefits to which an employee is entitled from Company and governmental sources (including Workers' Compensation but excluding permanent partial payments for an unrelated work related disability) exceed the applicable percentage of base monthly salary set out below, the extended disability benefits payable will be reduced by the amount of such excess.

Retirement Pension Plan Creditable Service	Percentage of Base Monthly Salary
Less than 20 years	70%
20 years or more	75%

(2) Extended Disability Benefit computations will presume eligibility for and receipt of statutory disability benefits under any existing or future Federal or Provincial legislation providing for such 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 (benefits of disabled contributor only) that would have been payable except for refusal to accept vocational rehabilitation services.

No such reduction will be effective during the first 12 months of disability benefit payments.

Effective with respect to benefits payable to an employee:

(i) for the 14th and subsequent months of a disability period on or after April 1, 1971 regardless of when the employee last worked, the amount of the benefit from governmental sources under subsections (b)(1) and (2) above shall not be increased subsequent to the first day for which the reduction under this subsection is effective. If the amount of such an increase is a result of a correction of the original determination of the amount an appropriate adjustment shall be made.

(ii) for disabilities after September 30, 1976, regardless of when the employee last worked, the amount of the benefit payable under the Retirement Pension Plan with respect to the "Total Benefits Rule" is not increased subsequent to the first day for which Extended Disability Benefits are payable, except that the amount of such increase is not disregarded if it represents an adjustment in the original determination of the amount of such benefit.

(iii) last at work on or after December 1, 1984 and prior to September 15, 1987, "base monthly salary", for purposes of the "Total Benefits Rule" referred to in Section 11(b)(1) above, shall be reduced by \$104.00.

(3) Benefits payable for less than a full calendar month are pro rated on the basis of the ratio of working days of eligibility to total working days in the month.

(4) The Insurance Company may require each applicant or recipient of Extended Disability Benefits to certify or furnish verification of the amounts of his/her income from sources listed in (b) (1) above. The amount of any Extended Disability Benefit payments in excess of the amount that should have been paid, after reduction for such other benefits, may be deducted from future Extended Disability Benefits.

(5) Commencing December 1, 2009 and each subsequent October 1 for the term of the agreement, the net monthly Extended Disability Benefit, as determined in accordance with (1) through (4) of this Section 11(b), for any employee receiving such Benefit on that date, will be indexed at a rate of 90% of the annual change in the Consumer Price Index published by Statistics Canada (2002=100) as of the preceding July. The annual change shall be determined by dividing the twelve (12) month average of the Consumer Price Index as of such preceding July by the similar average as of July in the previous year and then deducting 1.0. The maximum Consumer Price Index change, subject to this adjustment, will be limited to 5% in any year. In no event shall an employee in receipt of Extended Disability Benefit (inclusive of all prior C.P.I. adjustments under this section) at any adjustment date exceed the Extended Disability Benefit applicable to an active employee, in the same classification, as provided in the Schedule of Benefits for employees in Schedule of Benefits section 3(a).

(c) Commencement and Duration of Benefits

(1) Benefits are payable when a disabled employee has exhausted Sick Leave Payments at full salary under Article 20, or has exhausted the weekly benefits for which the employee was eligible under the provisions of Section 15 below, and is

(i) under a doctor's care; and

(ii) during the first 12 months of disability, is unable to perform all duties of the employee's occupation; or

(iii) after the first 12 months of disability, for an employee to be deemed totally disabled, by accidental bodily injury or sickness the employee must either (1) be unable to engage in any gainful occupation for which he/she is reasonably qualified by education, training and experience, or (2) not be engaged in regular occupation or employment for remuneration or profit and be prevented by bodily injury or disease from engaging in any regular occupation or employment with the Company at the plant or plants where he/she has seniority.

The requirement that an employee be under a doctor's care shall be deemed to have been met if an employee under treatment for alcohol or drug abuse in a residential or outpatient substance abuse treatment facility approved for benefits under the H S M D Program furnishes the insurance company with certification of disability, provided either by the facility's physician director, or by a physician consultant selected by the facility, based on information furnished by, and upon the recommendation of, the therapist who is supervising the employee's therapy. For such certification to be acceptable, the physician director or physician consultant providing it must be a licensed doctor of medicine.

(2) The minimum period of eligibility for Extended Disability Benefits is 12 months except as noted below. The maximum period during which Extended Disability Benefits may be payable shall be: (i) in the case of an employee at work on or after December 1, 1984, who has ten or more years of seniority as of the day on which disability commenced, the number of months terminating with the end of the month in which the employee attains age 65; and (ii) in the case of an employee who has less than ten years of seniority as of the day on which disability commenced, a period equal to the employee's full months of seniority at commencement of disability.

In any event, Extended Disability Benefits shall not be payable beyond the date of the employee's death, the first of the second month following the month in which the employee attains age 65, or the time that he/she no longer satisfies the disability requirement. For an otherwise eligible employee with less than 12 months continuous service, Extended Disability Benefits will be payable for a period equal to his/her period of employment from date of hire or rehire to date of commencement of disability. In the event that such an employee is confined to a hospital or is in receipt of lost time benefits because of employment with the Company under Workers' Compensation laws or other laws providing benefits for occupational injury or diseases, but excluding specific allowance for loss or 100 percent loss of use of a bodily member or permanent partial disability payments for a work related disability unrelated to the disability for which Extended Disability Benefits are payable benefits will continue to be payable while he/she continued to be so confined or to receive lost time benefits but in no event after 12 months of such benefits (for pregnancy see (g) below) have become payable for the same period of disability. If an employee's return to work with the Company is not effective to qualify him/her for a new period of Sick Leave Payments (i.e. an ineffective return to work) or if he/she engages in some gainful occupation or

employment other than one for which he/she is reasonably qualified by education, training or experience, his/her satisfying of the disability requirement shall not be deemed to end but his/her Extended Disability Benefit shall be suspended for the period of the ineffective return to work or the period he/she engages in such occupation or employment.

(3) If monthly Extended Disability Benefits payable to an employee who was at work on or after October 1, 1974, and commenced receipt of Extended Disability Benefits on or after October 1, 1975, are discontinued because the employee no longer satisfies the disability requirement, and within two weeks of the effective date of such discontinuance and before the employee returns to work with the Company, he/she again becomes disabled so as to satisfy the disability requirement, monthly Extended Disability Benefits are resumed.

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

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

(d) Rehabilitation

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

(e) Proof of Disability

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

(f) Waiver

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

(g) Pregnancy

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

Section 12

WHEN AN EMPLOYEE STOPS WORKING FOR ANY REASON BEFORE AGE 65

(a) Quit or Discharge

Coverage for an employee whose employment is terminated, except as provided under other subsections of this Section 12, shall terminate as follows:

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

In the case of an employee whose grievance is withdrawn and the employee is undergoing treatment for substance abuse, such employee for the period of treatment, may continue coverage of Group Life Insurance by paying the premiums listed under schedule II in section 12(1);

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

(3) For an employee whose employment is terminated for reasons not otherwise provided for in this Section 12, coverage shall terminate as of the end of the month in which employment is terminated;

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

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

(b) Layoff

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

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

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

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

* Applicable to an employee at work on or after November 16, 2003.

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

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

If an employee goes on approved leave of absence, except an employee serving in the capacity of National Union Representative, all of his/her insurance coverages will be continued for the first full month of the leave. Throughout the rest of an approved non medical leave of absence, such an employee can continue all of his/her insurance coverages in force by paying the applicable contributions referred to in (l) below.

If an employee goes on an approved leave of absence in accordance with Article 7.02 of the Collective Agreement while serving in the capacity of National Union Representative, he/she may continue Life and Accidental Death and Dismemberment Insurance and Survivor Income Benefits coverage by paying the applicable contributions referred to in (l) below.

(d) Pregnancy

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

(e) Leave of Absence Due to Sickness or Accident

In the case of an employee on leave of absence due to sickness or accident, the Company will continue all of his/her insurance coverages then in force for a period equal to his/her seniority when such absence commenced; provided however, that if an employee's leave of absence is cancelled because the period of such leave equaled the length of his/her seniority the Company shall continue to make contributions for the employee's insurance for any month in which the employee continues to receive Extended Disability Benefits provided under Section 11 of the Insurance Program subsequent to such cancellation. (Extended Disability Insurance terminates when maximum duration of benefits is reached). In the event Extended Disability Benefits cease, pursuant to the Insurer's medical examination, while an employee's doctor continues to certify to total disability and if the employee remains on leave of absence due to sickness or accident, Extended Disability shall remain in force but in no case would the duration of benefits exceed the maximum period for which benefits would have been payable at the onset of disability as set forth in Section 11(c), Commencement and Duration of Benefits.

If an employee remains continuously and totally disabled beyond the period for which the Company pays the entire cost, he/she may continue his/her Life and Accidental Death and Dismemberment Insurance in force by paying the applicable contributions referred to in (l) below.

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

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

(f) Early and Special Early Retirement

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

(g) Disability Retirement

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

(h) Uninsured Retirees

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

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

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

(j) While a Grievance is Pending

While an employee has a grievance pending to protest his/her loss of seniority from discharge, failure to report or overstaying leave under Section 6.05(b), (c) or (d), or has been suspended, he/she may continue his/her Life Insurance, Survivor Income Benefits coverage, and Accidental Death and Dismemberment Insurance after the last month for which the Company has contributed by paying the applicable contributions referred to in (l) below. If he/she is reinstated or his/her period of suspension is reduced, the Company will reimburse him/her for premium payments that the Company would have paid had he/she remained at work.

(k) Limitations

1. Age

Contributions, if any, which an employee may make for continuing any of the Insurance coverages under any of the situations described in this Section 12, may not be continued beyond the month in which he/she becomes age 65. At the end of such month, all insurance other than Life Insurance terminates and his/her Life Insurance becomes subject to the provisions of Section 3(b).

2. Work Elsewhere

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

(l) Payment of Premiums

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

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

Schedule I

Extended Disability cover age plus Life, A.D.&D. Survivor Income Benefit and T.&P.D. at \$0.95 per month per \$100.00 monthly Extended Disability benefit plus \$0.50 per month per \$1000.00 of Life Insurance.

Schedule II

Life, A.D.&D. Survivor Income Benefit and T.&P.D. at \$0.50 per month per \$1000.00 of Life Insurance.

Schedule III

Extended Disability cover age plus Life, A.D.&D., Survivor Income Benefit and T.&P.D. at \$0.95 per month per \$100.00 monthly Extended Disability benefit plus \$0.60 per month per \$1000.00 of Life Insurance.

Schedule IV

Life, A.D.&D. Survivor Income Benefit and T.&P.D. at \$0.60 per month per \$1000.00 of Life Insurance.

Monthly Contribution Rates:

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

Section 13

CONVERSION OF LIFE INSURANCE

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

If an employee ceases active work and is eligible for continued insurance beyond the end of the month in which he/she ceased active work, as provided under Section 12, his/her Group Life Insurance, including Survivor Income Benefits coverage, will stay in force

- 31 days following the end of the period for which the Company pays the full cost, or
- if he/she is eligible to continue his/her insurance for an additional period beyond such month, 31 days following the end of the month for which premium contributions are paid and accepted, except that Survivor Income Benefits remain in force only as provided in Section 12 (g), after he/she retires under the Retirement Pension Plan.

If an employee ceases active work and is not eligible for continued insurance beyond the end of the month in which he/she ceases active work, as

provided under Section 12, his/her Life Insurance, including Survivor Income Benefits coverage, will stay in force 31 days following his/her last day worked.

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

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

(b) If Employment Terminates at or After Age 65

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

1. he/she must apply and pay the first premium for the individual policy within 31 days following his/her termination date, and

2. the maximum amount of the individual policy to which he/she may convert is reduced by the amount of Continuing Group Life Insurance for which he/she becomes eligible, and

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

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

Section 14

TERMINATION OF INSURANCE

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

(a) The date the group insurance contract terminates;

(b) The date of expiration of the period for which the employee's last premium contribution (if any is required) is made;

(c) The end of the month in which the employee is transferred to an ineligible class of employees;

(d) With respect to each insurance coverage, the date the provision of the group insurance contract relating to such insurance coverage terminates;

(e) With respect to accidental Death or Dismemberment Insurance, the date Total and Permanent Disability payments become payable;

(f) The end of the month in which he/she ceases active work unless he/she continues his/her insurance coverages as provided in Section 12;

(g) The end of the day on which he/she quits or is discharged unless he/she has a grievance pending to protest the loss of his/her seniority.

Section 15

REINSTATEMENT OF EXTENDED DISABILITY BENEFITS DURING LAYOFF

(a) Benefit

The weekly Disability Benefit shall be equal in amount to the applicable Extended Disability Benefit calculated on the basis of 4.33 weeks per month.

(b) Eligibility Requirement

Extended Disability Insurance shall be reinstated, subject to the modifications set forth herein, for an employee who:

- becomes wholly and continuously disabled by accidental bodily injury or sickness while on a qualifying layoff as defined in the Ford CAW Supplemental Unemployment Benefit Plan (SUB Plan) and while insured for Life Insurance,
- has been eligible for a Regular Benefit under the SUB Plan, or ineligible solely because of allocation of vacation pay as earnings, or has been employed by another employer, immediately prior to the employee becoming disabled,
- applies for the benefit and furnishes the Insurer with satisfactory proof of disability, and with respect to each week for which a benefit is claimed the employee must:
 - be unable to perform all duties of his/her occupation,
 - be under a doctor's care,
 - have to the employee's credit at least a Credit Unit under the Ford CAW Supplemental Unemployment Benefit Plan.

The requirement that an employee be under a doctor's care shall be deemed to have been met if an employee under treatment for alcohol or drug abuse in a residential or outpatient substance abuse treatment facility approved for benefits

under the H S M D Program furnishes the insurance company with certification of disability, provided either by the facility's physician director, or by a physician consultant selected by the facility, based on information furnished by and upon the recommendation of, the therapist who is supervising the employee's therapy. For such certification to be acceptable, the physician director or physician consultant providing it must be a licensed doctor of medicine.

(c) Payment of Benefits

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

(d) Suspension or Reduction of Benefits

No benefit shall be payable for any week in which:

- the employee receives a Sick Leave Payment or Extended Disability Benefit under Section 11 of this program, or
- the Credit Unit Cancellation Base is below the applicable dollar amount at which Supplemental Unemployment Benefit is payable in accordance with the employee's seniority as provided in Section 2.04 (b) of the Supplemental Unemployment Benefit Plan.

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

(e) Other

Except as specifically modified herein Benefits under this Section 15 shall be governed by the applicable provisions of Section 11.

Section 16

INFORMAL PROCEDURE FOR REVIEW OF CLAIMS

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

1. Group Insurance representative to send formal notification letter to any employee whose extended disability payments are denied or terminated.
2. The letter advising employee of denial of claim will also inform him/her if he/she has any questions regarding the denial they may be referred to the Plant group insurance office.

3. Upon request, the group insurance office will advise what, if anything, the employee can do to support his/her claim.

4. **At this time the Union Representative will be given the opportunity to speak directly to the employee's claim adjudicator on an exception basis, when no payment has been issued for an extended period of time.** The employee may also request a Union representative to discuss the claim with management.

5. Upon request, a representative of management will review the employee's case with the Union representative. At this meeting, there will be furnished to the Union representative all the material pertinent to the claim including any detailed explanations of the reason for the denial of the claim.

6. If after discussion with the management representative, the Union contests the disposition of the case, he/she can refer the case to the President of the appropriate Local or his/her designated representative for discussion with the Manager, Health Insurance Claims Department of Great-West Life Assurance Company. At such time he/she should advise local management of his/her intention.

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

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

Section 17

COMPANY UNION COMMITTEE

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

LETTERS – GROUP LIFE

March 1, 1994

Mr. B.A. Feil
National Representative
CAW-Canada
205 Placer Court
Willowdale, Ontario
M2H 3H9

Dear Mr. Feil:

This will confirm our understanding with respect to proof of claim for Extended Disability Benefits in the case of an employee who (1) is under treatment for alcohol or drug abuse in a residential or outpatient substance abuse treatment facility approved by O.H.I.P. or in an appropriate facility approved by the Company's Chief Medical Officer and (2) meets all the conditions of eligibility for Extended Disability Benefits set forth in Section 11 of the Group Life and Disability Insurance Program if he is deemed to be under a doctor's care.

The Company will arrange with the London Life Insurance Company to consider as proof of claim a certification that such an employee is wholly and continuously disabled and unable to perform all duties of his occupation, when such certification is provided either by the facility's physician director, or by a physician consultant selected by the facility, based on information furnished by and the recommendation of the therapist who is supervising the employee's therapy. The physician director or physician consultant furnishing such certification shall be a licensed doctor of medicine.

Yours very truly,
MOTOR COMPANY OF CANADA, Limited
P.L. McBain
Employee Relations Manager

March 1, 1994

Mr. B.A. Feil
National Representative
CAW-Canada
205 Placer Court
Willowdale, Ontario
M2H 3H9

Dear Mr. Feil:

During the 1982 negotiations, the Company and the Union discussed the benefit levels for employees who became disabled prior to January 1, 1974 and who are eligible for Extended Disability Benefits on December 1, 1982.

The Company agreed that, notwithstanding the provisions of Section 11(b), an employee who is not entitled to a Disability Benefit under any existing or future Provincial or Federal legislation for a month of disability on or after December 1, 1982 shall receive the applicable amount for such month determined in accordance with the Schedule of Benefits in effect at the commencement of the employee's disability increased by \$100 and subject to reductions in accordance with subsection (b).

Yours very truly,
P.L. McBain
Employee Relations Manager
Oakville Assembly Plant

September 23, 2013

Mr. R. Macdonald
National Representative
UNIFOR
140 Pinevalley Boulevard
London, Ontario
N6K 3X3

Dear **Mr. Macdonald**:

During the **2013** negotiations, the Company agreed that, with respect to medical examinations requested by the insurance company in accordance with Section 8(b) and Section 11(e) of **Group Life and Disability Insurance**, Appendix 'A' to the Collective Agreement, an employee whose residence is located more than sixty-four (64) kilometres from the office where a medical examiner will perform the examination will be reimbursed, upon request, at the rate of **forty cents (\$0.40)** per kilometre for kilometres actually driven from his residence to such physician's office and back by the most direct route.

Yours very truly,
FORD MOTOR COMPANY
OF CANADA, Limited
M. J. Hyland
Manager, Labour Affairs

March 1, 1994

Mr. B.A. Feil
National Representative
CAW-Canada
205 Placer Court
Willowdale, Ontario
M2H 3H9

Dear Mr. Feil:

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

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

Yours very truly,
P. McBain
Employee Relations Manager
Oakville Assembly Plant

Concur:

March 1, 1994

Mr. B.A. Feil
National Representative
CAW-Canada
205 Placer Court
Willowdale, Ontario
M2H 3H9

Dear Mr. Feil:

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

Yours very truly,
FORD MOTOR COMPANY OF CANADA, Limited
P. L. McBain
Employee Relations Manager
Oakville Assembly Plant

Concur:

March 1, 1994

Mr. B.A. Feil
National Representative
CAW-Canada
205 Placer Court
Willowdale, Ontario
M2H 3H9

Dear Mr. Feil:

This will confirm our understanding reached during 1987 negotiations with respect to disability benefits for employees who undergo sterilization or sterilization reversal procedures.

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

Yours very truly,
FORD MOTOR COMPANY OF CANADA, Limited
P. L. McBain
Employee Relations Manager
Oakville Assembly Plant

Concur:

September 16, 2003

Mr. Alex Keeney
National Representative
CAW-Canada
2345 Central Avenue
Windsor, ON
N8W 4J1

Dear Mr. Keeney:

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

To this end the company has agreed to review the current total monthly income of certain disabled employees who are receiving Extended Disability Benefits. The review will include a determination of the total monthly income which will include any company pension benefit, Extended Disability Benefit, CPP/QPP benefits and any Workers' Compensation Benefits received.

The company agrees to pay to the employee the difference between the total of these benefits and \$1,800.00 per month. This amount, the Extended Disability Special Payment will be effective beginning January 1, 2003 and will be made from the Extended Disability Benefit Plan. This Payment will continue as long as the employee is entitled to Extended Disability Benefits.

It is further understood that the employee will be required to provide either a copy of a current CPP/QPP cheque statement or a signed Authorization to Communicate Information form by July 1, 2003. Failure to provide this documentation will cause the Payment to be discontinued and any overpayment will be recovered.

Commencing October 1, 2003 and each subsequent October 1, the total of the Extended Disability Special Payment and the net monthly extended Disability Benefit will be indexed in the same manner as outlined in Section 11 (b)(5).

Yours very truly,
FORD MOTOR COMPANY OF CANADA, Limited
M. J. Southon
Director, Labour Affairs

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

Section 1

COVERAGES

(a) The Company at its sole expense will grant the following Plans to all eligible employee and to their eligible dependents as defined in the said Plans:

(1) Hospital and Medical Benefits shall be those provided under the Ontario Health Insurance Plan (O.H.I.P.);

(2) Supplementary coverage for Semi-private Hospital Accommodation Benefits as set forth in Exhibit VI hereof;

(3) Prescription Drug Benefits as set forth in Exhibit VII hereof;

(4) Hearing Aid Expense Benefits Program as set forth in Exhibit III hereof;

(5) Dental Expense Benefits Program as set forth in Exhibit I hereof;

(6) Supplementary coverage for Nursing Home Care Benefits as set forth in Exhibit VIII hereof;

(7) Prosthetic Appliance and Durable Medical Equipment Expense Benefits Program as set forth in Exhibit V hereof;

(8) Vision Expense Benefits Program as set forth in Exhibit IV hereof.

(9) Paramedical Coverage Program as set forth in Exhibit IX hereof.

(10) Extended Health Care Services as set forth in Exhibit X hereof.

(b) Enrollment Classifications

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

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

(i) spouse to whom the employee is legally married, or the person who has been cohabiting and residing with the employee in a conjugal relationship for an immediately preceding continuous period of at least one year, and has been publicly represented by the employee as the employee's spouse. Where more than one 'spouse' exists, the employee shall designate the participant and provide proof of relationship.

(ii) Eligible children shall include any unmarried child (A) of the employee by birth, legal adoption, or legal guardianship, while such child legally resides with and is dependent upon the employee; (B) of the employee's spouse and who is residing in and a member of the employee's household; (C) as defined in (A) and (B) above but who does not reside with the employee but is the employee's legal responsibility, and for whom the employee provides principal support as defined by the Canadian Income Tax Act, and who was reported as a dependent on the employee's most recent income tax return or who qualifies in the current year for dependency tax status.

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

A child as defined in (A), (B) or (C) above, is included until the end of the calendar year in which he/she attains age 25, provided he/she is unmarried and in full time attendance at school, and the employee recertifies eligibility annually. A child as defined in (A), (B) or (C) above is covered regardless of age if totally and permanently disabled as defined hereinafter, provided that such child after the end of the calendar year in which the child attains age 19 must be dependent upon the employee within the meaning of the Canadian Income Tax Act and must legally reside with and be a member of the household of the employee. "Totally and permanently disabled" means having any medically determinable physical or mental condition which prevents the child from engaging in substantial gainful activity and which can be expected to result in death or to be of long-continued or indefinite duration.

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

(c) Third Parties

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

(d) Co ordination of Benefits

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

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

(1) A plan with no coordination of benefits provision will pay its benefits before a plan which contains such a provision;

(2) A plan which covers an individual other than as a dependent will pay its benefits before a plan which covers the individual as a dependent;

(3) A plan which covers an individual as a dependent of the covered person with the earliest day and month of birth in the calendar year will pay its benefits first;

(4) Where the above do not establish the order of payment, the benefits shall be pro-rated between or amongst the plans in proportion to the amounts that would have been paid under each plan had there been coverage by just that plan.

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

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

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

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

(e) Subrogation

In the event of any payment for services under the H-S-M-D-D-V Program set forth in Appendix A of the Collective Agreement, the Carrier will be subrogated to all the covered person's rights of recovery therefor against any person or organization except against insurers on policies of insurance issued to and in the name of the covered person, and the covered person will execute and deliver such instruments and papers as may be required and do whatever else is necessary to ensure such rights. The covered person may take no action which may prejudice the Carrier's subrogation rights and all sums recovered by the covered person by suit, settlement or otherwise in payment for services covered under the H-S-M-D-D-V Program set forth in Appendix A of the Collective Agreement must be paid over to the Carrier.

Section 2

CONTRIBUTIONS

(a) While Employed

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

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

(b) Leave of Absence due to Sickness or Accident

In the case of employees on leave of absence due to sickness or accident or while an employee is receiving Extended Disability Benefits after exhaustion of reinstated Extended Disability Benefits under Section 15 of the Group Life and Disability Insurance part of the Program, the hospital-surgical-medical-drug-dental-vision-hearing-aid coverages referred to in Section 1 above will be continued at the sole expense of the Company for the benefit of such employees and eligible dependents for a period equal to the seniority of the employee concerned at the time the leave of absence commences, beginning with the month following the month in which the leave of absence begins, provided that the term of the absence continues for so long.

(c) During Layoff

In the case of employees on layoff meeting the conditions of section 1.02 of the Supplemental Unemployment Benefit Plan, the company will make monthly contributions toward the cost of hospital-surgical-medical-drug-dental-vision-hearing aid coverage under section 1 on behalf of each subscriber and his/her eligible dependents, until the end of the month following the month the layoff begins. Thereafter, hospital surgical medical drug vision hearing aid coverages (but not dental

expense coverage) under Section 1 above shall be provided for a laid off employee and his/her eligible dependents, without cost to the employee during a layoff meeting the conditions of Section 1.02 of the Supplemental Unemployment Benefit Plan on the basis of the greater of (i) one full calendar month of layoff (for which he/she receives no pay), not to exceed twenty four months, for each full four weeks of Regular Benefits to which the employee's Credit Units would entitle him/her, pursuant to Section 3 of the Supplemental Unemployment Benefit Plan on the basis of his/her seniority and the Credit Unit Cancellation Base as of the last day worked prior to layoff or, if an employee is initially credited during such layoff with credit units under the SUB plan his/her entitlement shall be established as of the date such credit units are credited, or (ii) the number of months of coverage, up to a maximum of twenty four months, for which he/she would be eligible on the basis of his/her years of seniority as of the last day worked prior to layoff, in accordance with the following table:

Year(s) of Seniority as of Last Day Worked Prior to Layoff	Maximum Number of Months for Which Coverage Will Be Provided
Less than 1	0
1 but less than 2	2
2 but less than 3	4
3 but less than 4	6
4 but less than 5	8
5 but less than 6	10
6 but less than 7	12
7 but less than 8*	13*
8 but less than 9*	14*
9 but less than 10*	15*
10 and over	24

* Applicable to an employee at work on or after November 16, 2003.

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

(d) For Retired Employees

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

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

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

(2) Employees who were hired on or after September 23, 2013 and who have retired from the company and their dependents will not be eligible for or receive any health care benefits (including but not limited to hospital, surgical, medical, drug, dental, vision, hearing aid, paramedical, extended health care services and provincial medical) from the Company upon retirement and are not eligible for coverage under the plans.

(e) For Surviving Spouse

(1) The Company will make monthly contributions for the following month's hospital surgical medical drug dental vision care hearing aid coverage on behalf of (i) the surviving spouse (determined in accordance with Article 1.01(s) of the Retirement Pension Plan) of a retired employee as defined in (d) of this Section or (ii) a surviving spouse eligible to receive benefits under the Retirement Pension Plan (including for this purpose a surviving spouse who would receive such benefits except for receipt of survivor income benefits under the Group Life and Disability Insurance part of this Program), a surviving spouse of a deceased employee who at the time of his/her death was eligible to retire on an early or normal pension under the Retirement Pension Plan, or (iii) for employee deaths occurring on or after November 16, 1987 a surviving spouse eligible for monthly survivor income benefits provided under the Group Life and Disability Insurance part of this Program for the duration of such eligibility for survivor income benefits and the eligible dependents of any such spouse, for the hospital surgical-medical drug dental vision hearing aid coverages provided under Section 1 above.

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

(2) Effective for coverage beginning the month following November 16, 1987 all current surviving spouses who continue to be eligible for monthly survivor income benefits provided in Section 9(a) and 9(b) of the Group Life and Disability Insurance part of this program will be eligible for Company-paid hospital-surgical-medical-drug-dental-vision-hearing aid expense coverage for the duration of such continuing eligibility for monthly survivor income benefits.

(3) The Company will make monthly contributions for hospital-surgical-medical-drug-dental-vision-hearing aid expense coverages provided under Section 1 above for a surviving spouse of an employee who was actively at work on or after September 16, 1979 whose loss of life results from accidental bodily injuries caused solely by employment with the Company, and results solely from an accident in which the cause and result are unexpected and definite as to time and place; provided, however, such coverage shall not include dental, vision or hearing aid expense coverages if the employee had less than one year of seniority at date of death, and shall terminate upon the remarriage or death of the surviving spouse.

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

(g) If an employee is cleared to return to work by the Company's Medical or Industrial Relations Department following a discharge or a layoff but is unable to return to active work due to a subsequent disability the employee will be eligible for reinstatement of Company-paid hospital-surgical-medical-drug-dental-vision-hearing aid expense coverage on the first day of the month following the month in which the

employee is cleared to return to work. Such reinstated coverage will then be continued from the date of the approved disability leave of absence in accordance with the provisions of Section 2(b) above.

(h) Healthcare Contribution

Effective January 1, 2010, a healthcare contribution will be required to be paid by all employees, retired employees and surviving spouses enrolled for HSMDDV coverage. The required healthcare contribution is as follows:

	Up to Age 65	On or After Age 65
Employee	\$30/month (\$360/year)	\$15/month (\$180/year)
Retired Employee	\$30/month (\$360/year)	\$15/month (\$180/year)
Surviving Spouse	\$15/month (\$180/year)	\$15/month (\$180/year)

Contributions are per subscriber (family).

(1) Healthcare contributions will be collected the first of each month; reimbursements will not be made for partial month coverage.

(2) Healthcare coverages will automatically cease for an employee, retired employee or surviving spouse who fails to make a required healthcare contribution when due, the last day of the calendar month for which the last contribution was applicable.

(3) All employees, retirees, surviving spouses regardless of status will be required to make monthly contributions to maintain coverage.

(4) A newly hired employee shall be required to make monthly healthcare contributions effective the month such employee becomes eligible for HSMDDV Coverage. Effective January 1, 2014, a healthcare contribution will not be required as prescribed under (h) above.

(i) Quarterly Deductible

Effective January 1, 2014, a quarterly deductible will apply to all employees, retired employees and surviving spouses enrolled for HSMDDV coverage. The quarterly deductible will reset January 1st, April 1st, July 1st, and October 1st of each year. The required quarterly healthcare deductible is as follows:

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

Section 3

COMMENCEMENT OF COVERAGE/ELIGIBILITY

(1) An employee hired or rehired shall become eligible:

(a) for hospital surgical medical drug coverages on the first day of the fourth calendar month following the month in which employment commences, subject to the provisions of the applicable Plans;

(b) for dental and hearing aid coverages and for vision coverage under Section 1 (a) (8) on the first day of the calendar month next following the month in which the employee is actively at work after he/she acquires one year of seniority.

(2) **Employees who were hired prior to September 23, 2013 and who have retired from the company will have continued coverage for the hospital-surgical-medical-drug-dental-vision-hearing aid coverages as described above (not including former employees entitled to or receiving a deferred pension) subject to the provisions of the applicable Plans.**

Employees who were hired on or after September 23, 2013 and who have retired from the company and their dependents will not be eligible for or receive any health care benefits (including but not limited to hospital, surgical, medical, drug, dental, vision, hearing aid, paramedical, extended health care services and provincial medical) from the company upon retirement and are not eligible for coverage under the plans.

Section 4

CONTINUATION OF COVERAGES

(a) Extended Coverage During Layoff

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

(b) Extended Coverage During Leaves

An employee on approved leave of absence, other than for disability, may continue hospital-surgical-medical-drug-dental-vision-hearing aid coverages for up to 12 consecutive months following the last month of coverage for which the Company contributed for the employee while in active service, provided the employee's seniority is not broken and contributions for such coverages continue to be made in accordance with subsection (f) herein.

An employee on an approved local union leave of absence, may continue such hospital-surgical-medical-drug-dental-vision-hearing aid coverage during the period of renewed union leaves of absence.

(c) While Grievance Pending

When an employee has a grievance pending to protest loss of seniority from discharge, failure to report or overstaying leave under sections 13.06(b), (c)(d), or has been suspended, the employee may continue hospital-surgical-medical-drug-dental-vision-hearing aid coverages while the grievance is pending by paying the full subscription rate or premium charge for such continuation, following the last month for which the company has contributed.

In the case of an employee whose grievance is withdrawn and the employee is undergoing substance abuse treatment, such employee may continue as a member of the group while undergoing such treatment but without contribution from the company. The employee shall contribute the full monthly premium or subscription charge for health care coverages.

(d) Employee Suspended or On Strike

If an employee is suspended or on strike, hospital-surgical-medical-drug-vision-hearing aid coverages (but not dental expense coverage) provided under Section 1 will be continued at the sole expense of the Company for 1 month following the month in which the suspension or strike commenced.

(e) Payment for Continuation

An employee continuing coverage under subsections (a), (b) or (c) of this Section beyond the period for which contributions were made by the Company, must pay the full subscription rate or premium charge for such continuation; provided, however, that if an employee who has continued coverage under subsection (c) is reinstated following such loss of seniority, the Company will reimburse him/her for all the contributions in respect to coverage hereunder which the Company would have made if the employee had remained at work.

Section 5

TERMINATION OF COVERAGE

(a) Hospital Surgical Medical Drug Dental-Vision Hearing Aid Coverages.

Hospital-surgical-medical-drug-dental-vision-hearing aid coverages for an employee who quits, shall terminate as of the end of the day employment is terminated.

Hospital surgical medical drug vision hearing aid coverages for an employee whose employment is terminated by being discharged, failing to report or overstaying leave, shall terminate as of the last day of the month in which employment is terminated unless such a former employee incurring a break in seniority by being discharged, failing to report or overstaying leave has a grievance pending to protest his/her loss of seniority under Section 6.05(b), (c) or (d), of the collective agreement, except that, in the case of an employee whose grievance is withdrawn and the employee is undergoing substance abuse treatment, such employee may continue as a member of the group while undergoing such treatment by paying the full subscription rate or premium charge for such continuation. Except as provided above, hospital-surgical-medical drug-vision-hearing aid coverages shall terminate as of the last day of the month following the month in which an employee was last at work unless continued under Section 2 or 4 above.

(b) Dental Expense Coverage

Except for dental expense coverage continued under Section 2(b), 2(d), 2(e) and 4(c), dental expense coverage shall terminate as of the last day of the month in which an employee was last at work, except that (i) for an employee whose employment is terminated by quitting, dental expense coverage shall terminate as of the end of the day in which loss of seniority occurs and (ii) for an employee on a layoff meeting the conditions of Section 1.02 of the Supplemental Unemployment Benefit Plan or for an employee incurring a break in seniority by being discharged, failing to report or overstaying leave who has a grievance pending to protest his/her loss of seniority under Article 9 of the collective agreement, dental expense coverage shall terminate as of the last day of the month following the month in which the employee was last at work. Notwithstanding the above, an employee may continue dental expense coverage while on approved local union leave under Section 4(b).

Section 6

AVAILABILITY OF COVERAGE

Any provision as to the coverage to be provided or as to eligibility for coverage or for continuation of coverage hereunder is limited by the availability of such coverage from the plans.

Section 7

ENROLLMENT

An eligible employee or retired employee electing to enroll for applicable coverages must complete an application for the coverages in which he/she elects to participate. A surviving spouse electing to enroll for applicable coverages must complete an application for coverages if the applicable plan so requires.

Section 8

FEDERAL OR PROVINCIAL MEDICAL, HOSPITAL, SURGICAL, PRESCRIPTION DRUG, DENTAL, VISION, HEARING AID EXPENSE BENEFIT LAWS

(a) (1) The provisions of this H-S-M-D-D-V Program shall not be applicable to employees, former employees (including retired employees), or surviving spouses who are or may become eligible for Medical, Hospital, Surgical, Prescription Drug, Dental, Hearing Aid, Vision Expense Benefits under any Federal or Provincial law. Compliance by the Company with such laws shall be deemed full compliance with the provisions of this H-S-M-D-D-V Program with respect to any such employees, former employees, or surviving spouses eligible for benefits under such laws. If such benefits exceed the benefits provided under the H-S-M-D-D-V Program, the Company may require from any such employees, former employees, or surviving spouses such contributions as it may deem appropriate for such excess benefits.

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

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

(c) Medical, Hospital, Surgical, Prescription Drug, Dental, Vision, Hearing Aid Expense Benefits provided employees, former employees (including retired employees), or surviving spouses, under this H-S-M-D-D-V Program may be reduced by the amount of such benefits provided under any Federal or Provincial law as now in effect or hereafter enacted or amended.

EXHIBIT I
DENTAL EXPENSE BENEFITS PROGRAM

I. Enrollment Classifications

Dental Expense Benefits coverage for an eligible employee, retired employee or surviving spouse shall include coverage for eligible dependents as defined for hospital surgical medical drug coverage provided under the H-S-M-D-D-V Program.

II. Description of Benefits

Dental Expense Benefits will be payable, subject to the conditions herein, if an employee, retired employee, surviving spouse or eligible dependent, while dental expense coverage is in effect with respect to such individual, incurs Covered Dental Expenses.

Effective January 1, 2010, Covered Dental Expenses will be reimbursed based on the 2008 **Ontario Dental Association (ODA) fee guide**. **Effective January 1, 2014, Covered Dental Expenses will be reimbursed based on the Provincial Dental Association fee guide in effect two (2) years prior to the date Covered Dental Expenses are incurred.**

III. Covered Dental Expenses

Covered Dental Expenses are the usual charges of a dentist which an employee, retired employee or surviving spouse is required to pay for services and supplies which are necessary for treatment of a dental condition, but only to the extent that such services and supplies are customarily employed for treatment of that condition, and only if rendered in accordance with accepted standards of dental practice. Such expenses shall be only those incurred in connection with the following dental services which are performed, except as otherwise provided in Section VII (B), by a licensed dentist and which are received while insurance is in force. Payments for Covered Dental Expenses performed by a licensed dentist (or a licensed dental hygienist under conditions specified in Section VII (B) (1)) shall be based upon the applicable percentage of the lesser of the dentist's usual charge for the service or of the fee specified for the service in the Provincial Dental Association Schedule of Fees as defined in Section XIII, but only for the services set forth below, and not for any other services listed in such Schedule of Fees. Where fees for certain procedures are shown in such Schedule of Fees as "I.C." (Individual Consideration) payment will be made on the basis of the usual, reasonable and customary charges for such procedures. Provided, however, that in the event no Provincial Dental Association Schedule of Fees is in effect for 2008, payments under this Section III for Covered Dental Expenses, as described in the first sentence of this paragraph, shall be made on the basis of the usual, reasonable and customary charges for the service rendered or supply furnished in 2008.

Payments for Covered Dental Expenses performed by a licensed denture therapist in accordance with Section VII (B) (2) shall be based upon the applicable percentage of the lesser of the denture therapist's usual charge for the service or of the fee specified for the service in the Ontario fee schedule for Licensed Denture Therapists as defined in Section XIII, but only for the services set forth below, and not for any other services listed in such fee schedule. Provided, however, that in the event no Ontario fee schedule for Licensed Denture Therapists is in effect for 2008, payments under this Section III for such Covered Dental Expenses shall be made on

the basis of the usual, reasonable and customary charges for the service rendered or supply furnished in 2008.

(A) The following Covered Dental Expenses shall be paid at 100 per cent of the dentist's usual charge but not more than the amount specified therefor in the Provincial Dental Association Schedule of Fees:

(1) Routine oral examinations and prophylaxis (scaling and cleaning of teeth), but not more than twice each in any period of nine (9) consecutive months.

(2) Topical application of fluoride, provided that such treatment shall be a Covered Dental Expense only for persons under 20 years of age, unless a specific dental condition makes such treatment necessary.

(3) Space maintainers that replace prematurely lost teeth for children under 19 years of age.

(4) Emergency palliative treatment.

(5) Effective January 1, 2014, implantology expenses up to the cost of dental bridgework as described in (1) above.

(B) The following Covered Dental Expenses shall be paid at

(i) 100 per cent of the dentist's or denture therapist's usual charge, or

(ii) 100 per cent of the amount specified therefor in the Provincial Dental Association Schedule of Fees, or when applicable, in the Ontario fee schedule for Licensed Denture Therapists, whichever of (i) or (ii) is less:

(1) Dental x rays, including full mouth x rays (but not more than once in any period of thirty six (36) consecutive months), supplementary bitewing x rays (but not more than once in any period of nine consecutive months) and such other dental x rays as are required in connection with the diagnosis of a specific condition requiring treatment.

(2) Extractions, including those described in Section III (C)(4)(a).

(3) Oral surgery, including surgery described in Section III (C)(4)(a).

(4) Amalgam, silicate, acrylic, synthetic porcelain, and composite filling restorations to restore diseased or accidentally injured teeth.

(5) General anesthetics and intravenous sedation when medically necessary and administered in connection with oral or dental surgery.

(6)(a) Treatment of periodontal and other diseases of the gums and tissues of the mouth, including provisional splinting Intra Coronal (ODA Codes 43111) and Extra Coronal (ODA Codes 43211, 43231, 43241, 43261, and 43271), periodontal appliance (ODA Code 43611 and 43612) and a temporomandibular joint appliance (ODA Code 43711 and 43712) as an adjunctive periodontal service.

(6)(b) Periodontal appliance (codes 43611 and 43612) will be covered when provided for the treatment of bruxism (grinding of teeth) and performed by a licensed dentist. Coverage for benefits will be limited to one appliance in any twenty-four (24) month period.

(7) Endodontic treatment, including root canal therapy.

(8) Injection of antibiotic drugs by the attending dentist.

(9) Repair or recementing of crowns, inlays, onlays, bridgework or dentures; or relining or rebasing of dentures more than six (6) months after the installation of an initial or replacement denture, but not more than one relining or rebasing in any period of thirty six (36) consecutive months.

(10) Inlays, onlays, gold fillings, or crown restorations to restore diseased or accidentally injured teeth, but only when the tooth, as a result of extensive caries or fracture, cannot be restored with an amalgam, silicate, acrylic, synthetic porcelain, or composite filling restoration.

(11) Porcelain veneers for all covered persons for treatment of the following conditions: amelogenesis imperfecta; Hutchinson's incisors, and hypo maturation.

(12) Pit and fissure sealants for permanent molars for children up to and including age fourteen.

(C) The following Covered Dental Expenses shall be paid at

(i) 50 per cent of the dentist's or denture therapist's usual charge, or

(ii) 50 per cent of the amount specified therefor in the Provincial Dental Association Schedule of Fees, or when applicable, in the Ontario fee schedule for Licensed Denture Therapists, whichever of (i) or (ii) is less:

(1) Initial installation of fixed bridgework (including inlays and crowns as abutments).

(2) Initial installations of partial or full removable dentures (including precision attachments and any adjustments during the six (6) month period following installation).

(3) Replacement of an existing partial or full removable denture or fixed bridgework by a new denture or by new bridgework, or the addition of teeth to an existing partial removable denture or to bridgework, but only if satisfactory evidence is presented that:

(a) The replacement or addition of teeth is required to replace one or more teeth extracted after the existing denture or bridgework was installed; or,

(b) The existing denture or bridgework cannot be made serviceable and, if it was installed under this Dental Expense Benefits Program, at least five (5) years have elapsed prior to its replacement; or,

(c) The existing denture is an immediate temporary denture which cannot be made permanent and replacement by a permanent denture takes place within twelve (12) months from the date of initial installation of the immediate temporary denture.

Normally dentures will be replaced by dentures but if a professionally adequate result can be achieved only with bridgework, such bridgework will be a Covered Dental Expense.

(4) Orthodontic procedures and treatment (including related oral examinations) consisting of surgical therapy, appliance therapy, and functional/ myofunctional therapy (when provided by a dentist in conjunction with appliance therapy) for covered persons under 19 (21 effective March 1, 1994) years of age, provided, however, that benefits will be paid after attainment of age 19 (21 effective March 1, 1994) for continuous treatment which began prior to such age.

IV. Maximum Benefit

The maximum benefit payable for all Covered Dental Expenses incurred during any twelve (12) month period commencing October 1, and ending the following September 30, (except for services described in Section III(C)(4) above) shall be \$2,800.00 (effective October 1, 2006) for each individual.

For Covered Dental Expenses in connection with orthodontics including related oral examinations described in Section III(C)(4) above, the maximum benefit payable shall be \$3,600.00 during the lifetime of each individual, with a maximum of \$3,200.00 applicable to covered dental expenses provided after October 1, 2003 but before October 1, 2006.

For services, appliances and supplies provided by a denture therapist under Section III(B) and (C), or a Licensed Dental Hygienist under Section III(A), the benefit payable shall not exceed the lesser of the dentist's usual charge or the amount specified in the Provincial Dental Association Schedule of Fees for such service, appliance or supply.

V. Predetermination of Benefits

If a course of treatment can reasonably be expected to involve Covered Dental Expenses of \$200.00 or more, a description of the procedures to be performed and an estimate of the dentist's charges must be filed with the prepayment agency prior to the commencement of the course of treatment.

The prepayment agency will notify the employee and the dentist of the benefits certified as payable based upon such course of treatment. In determining the amount of benefits payable, consideration will be given to alternate procedures, services, or courses of treatment that may be performed for the dental condition concerned in order to accomplish the desired result. The amount included as certified dental expenses will be the appropriate amount as provided in Sections III and IV, determined in accordance with the limitations set forth in Section VI.

If a description of the procedures to be performed and an estimate of the dentist's charges are not submitted in advance, the prepayment agency reserves the right to make a determination of benefits payable taking into account alternate procedures, services or courses of treatment, based on accepted standards of dental practice. To the extent verification of Covered Dental Expenses cannot reasonably be

made by the prepayment agency, the benefits for the course of treatment may be for a lesser amount than would otherwise have been payable.

This predetermination requirement will not apply to courses of treatment under \$200.00 or to emergency treatment, routine oral examinations, x rays, prophylaxis and fluoride treatments.

VI. Limitations

(A) Restorative:

- (1) Gold, baked porcelain restorations, crowns and jackets.

If a tooth can be restored with a material such as amalgam, payment of the applicable percentage of the charge for that procedure will be made toward the charge for another type of restoration selected by the patient and the dentist. The balance of the treatment charge remains the responsibility of the patient.

- (2) Reconstruction:

Payment based on the applicable percentage will be made toward the cost of procedures necessary to eliminate oral disease and to replace missing teeth. Appliances or restorations necessary to increase vertical dimension or restore the occlusion are considered optional and their cost remains the responsibility of the patient.

(B) Prosthodontics:

- (1) Partial Dentures:

If a cast chrome or acrylic partial denture will restore the dental arch satisfactorily, payment of the applicable percentage of the cost of such procedure will be made toward a more elaborate or precision appliance that patient and dentist may choose to use, and the balance of the cost remains the responsibility of the patient.

- (2) Complete Dentures:

If, in the provision of complete denture services, the patient and dentist decide on personalized restorations or specialized techniques as opposed to standard procedures, payment of the applicable percentage of the cost of the standard denture services will be made toward such treatment and the balance of the cost remains the responsibility of the patient.

- (3) Replacement of Existing Dentures:

Replacement of an existing denture will be a Covered Dental Expense only if the existing denture is unserviceable and cannot be made serviceable. Payment based on the applicable percentage will be made toward the cost of services which are necessary to render such appliances serviceable. Replacement of prosthodontic appliances will be a Covered Dental Expense only if at least five (5) years have elapsed since the date of the initial installation of that appliance under this Dental Expense Benefits Program, except as provided in Section III(C)(3) above.

(C) Orthodontics:

(1) If orthodontic treatment is terminated for any reason before completion, the obligation to pay benefits will cease with payment to the date of termination. If such services are resumed, benefits for the services, to the extent remaining, shall be resumed.

(2) The benefit payment for orthodontic services shall be only for months that coverage is in force.

(D) Periodontics:

(1) The following periodontal services will be Covered Dental Expenses only if performed by a Periodontist:

(a) Gingival Curettage (ODA Code 42111)

(b) Provisional Splinting Intra Coronal (ODA Code 43111)

(c) Provisional Splinting Extra Coronal (ODA Code 43211, 43231, 43241, 43261, 43271)

(d) Occlusal Equilibration (ODA Code 43311, 43312, 43313, 43314, and 43319)

(e) Scaling (ODA Codes 11111 to 11117 and 11119) and Root Planing (ODA Code 43421 to 43426 and 43429)

(2) A Temporomandibular Joint (TMJ) appliance (ODA Codes 43711 and 43712) will be a covered adjunctive periodontal service only when performed by a certified dental specialist (i.e.; periodontist, orthodontist, prosthodontist and oral surgeon).

VII. Exclusions

Covered Dental Expenses do not include and no benefits are payable for:

(A) Charges for services, treatment, appliances and supplies which are specified in the Provincial Dental Association Schedule of Fees but which are not set forth above.

(B) Charges for treatment by other than a dentist, except that (1) scaling or cleaning of teeth and topical application of fluoride may be performed by a licensed dental hygienist if the treatment is rendered under the supervision and guidance of the dentist and (2) a denture therapist licensed under the Ontario Denture Therapists Act, 1974 (or a comparable provider licensed in a province other than Ontario), may provide such services, appliances and supplies as are authorized by his/her license.

(C) Charges for veneers or similar properties of crowns and pontics placed on or replacing teeth, other than the ten upper and lower anterior teeth.

(D) Charges for services or supplies that are cosmetic in nature, including charges for personalization or characterization of dentures.

(E) Charges for prosthetic devices (including bridges **and implants**), crowns, inlays and onlays and the fitting thereof which were ordered while the individual was not insured for Dental Expense Benefits or which were ordered while the

individual was insured for Dental Expense Benefits but are finally installed or delivered to such individual more than sixty (60) days after termination of coverage.

(F) Charges for the replacement of a lost, missing, or stolen prosthetic device.

(G) Charges for failure to keep a scheduled visit with the dentist.

(H) Charges for replacement or repair of an orthodontic appliance.

(I) Charges for services or supplies which are compensable under a Workers' Compensation or Employer's Liability Law.

(J) Charges for services rendered through a medical department, clinic, or similar facility provided or maintained by the patient's employer.

(K) Charges for services or supplies for which no charge is made that the patient is legally obligated to pay or for which no charge would be made in the absence of dental expense coverage.

(L) Charges for services or supplies which are not necessary, according to accepted standards of dental practice, or which are not recommended or approved by the attending dentist.

(M) Charges for services or supplies which do not meet accepted standards of dental practice, including charges for services or supplies which are experimental in nature.

(N) Charges for services or supplies received as a result of dental disease, defect or injury due to an act of war, declared or undeclared.

(O) Charges for services or supplies from any governmental agency which are obtained by the individual without cost by compliance with laws or regulations enacted by any federal, provincial, municipal or other governmental body.

(P) Charges for any duplicate prosthetic device or any other duplicate appliance.

(Q) Charges for any services to the extent for which benefits are payable under any health care program supported in whole or in part by funds of the federal government or any province or political subdivision thereof.

(R) Charges for the completion of any insurance forms.

(S) Charges for prescription drugs.

(T) Charges for oral hygiene and dietary instruction.

(U) Charges for a plaque control program.

VIII. Proof of Loss

The prepayment agency reserves the right at its discretion to accept, or to require verification of, any alleged fact or assertion pertaining to any claim for Dental Expense Benefits. As part of the basis for determining benefits payable, the prepayment agency may require x rays and other appropriate diagnostic and evaluative materials.

IX. Administrative Manual

Policies, procedures and interpretations to be used in administering Dental Expense Benefits shall be incorporated in an Administrative Manual. Among other things the Manual shall:

- (A) Explain the benefits and the rules and regulations governing their payment.
- (B) Include administrative practices and interpretations which affect benefits.
- (C) Define professionally recognized standards of practice to be applied to benefits and procedures.
- (D) List the eligibility provisions and limitations and exclusions of the coverage, and procedures for status changes and termination of coverage.
- (E) Provide the basis upon which charges will be paid, including provisions for the benefit payment mechanism and protection of individuals against excess charges.
- (F) Provide for cost and quality controls by means of predetermination of procedures and charges, utilization and peer review, clinical post treatment evaluation and case reviews involving individual consideration of fees or treatment.

X. Prepaid Group Practice Option

The Company will make arrangements for employees to be afforded the option to subscribe for dental expense coverage under approved and qualified prepaid group practice plans, instead of dental expense coverage hereunder. An employee who has retired from an area in which the coverage described in this Section X is made available to employees shall be given the option to subscribe to the prepaid group practice plan in that area instead of dental expense coverage hereunder; provided, however, that the Company's contributions toward coverage under such group practice plans shall not be greater than the amount the Company would have contributed for dental expense coverage hereunder.

XI. Definitions

The term "dentist" means a legally licensed dentist practicing within the scope of the dentist's license. As used herein, the term "dentist" also includes a legally licensed physician authorized by the physician's license to perform the particular dental services the physician has rendered.

The term "denture therapist" means a denture therapist licensed under the Ontario Denture Therapists Act, 1974, (or a comparable provider licensed in a province other than Ontario), practicing within the scope of the denture therapist's license.

The term "reasonable and customary charge" means the actual fee charged by a dentist or a denture therapist for a service rendered or supply furnished but only to the extent that the fee is reasonable taking into consideration the following:

- (1) The usual fee which the individual dentist or denture therapist most frequently charges the majority of his/her patients for a service rendered or a supply furnished; and,

(2) The prevailing range of fees charged in the same area by dentists or denture therapists of similar training and experience for the service rendered or supply furnished; and,

(3) Unusual circumstances or complications requiring additional time, skill, and experience in connection with the particular dental service or procedure.

The term "area" means a metropolitan area, a county or such greater area as is necessary to obtain a representative cross section of dentists rendering such services or furnishing such supplies.

The term "course of treatment" means a planned program of one or more services or supplies, whether rendered by one or more dentists, for the treatment of a dental condition diagnosed by the attending dentist as a result of an oral examination. The course of treatment commences on the date a dentist first renders a service to correct or treat such diagnosed dental condition.

The term "Ontario fee schedule for Licensed Denture Therapists" means the schedule specified in section II. The term "Provincial Dental Association Schedule of Fees" means the fee schedule specified in section II.

The term "orthodontic treatment" means preventive and corrective treatment of all those dental irregularities which result from the anomalous growth and development of dentition and its related anatomic structures or as a result of accidental injury and which require repositioning (except for preventive treatment) of teeth to establish normal occlusion.

The term "ordered" means, in the case of dentures, that impressions have been taken from which the denture will be prepared; and, in the case of fixed bridgework, restorative crowns, inlays and onlays, that the teeth which will serve as abutments or support or which are being restored have been fully prepared to receive, and impressions have been taken from which will be prepared the bridgework, crowns, inlays or onlays.

XII. Cost and Quality Controls

The carrier will undertake the following review procedures and mechanisms and report annually to the Joint Health Care Committee.

A. Utilization Review

Analysis of various reports displaying such data as procedure profiles, utilization profiles and covered dental expense benefits payments summaries to evaluate the patterns of utilization, cost trends and quality of care.

B. Price Reviews

Where possible, price reviews or other audit techniques shall be conducted to examine records, invoices and laboratory facilities and materials and to verify that charges for covered persons are the same as for other patients. These examinations may include patient interviews and clinical evaluations of services and supplies received.

C. Evaluation of Services and Supplies Received

On a random or selective basis, covered persons who have received services under dental expense benefits will be selected for subsequent evaluation and examination by consulting providers to ensure that the services and supplies reported were actually provided and were performed in accordance with accepted professional standards.

D. Survey of Services and Supplies Received

On a random or selective basis covered persons who have received services under dental expense benefits may be sent a questionnaire to:

1. determine the level of satisfaction with respect to these services:
2. determine whether services for which dental expense benefits were paid were actually received.
3. determine whether providers recommend unnecessary optional services or supplies; and
4. identify other problem areas.

E. Claims Processing

The carrier may conduct audits of claims being processed such as an analysis of patient histories and screening for duplicate payments in addition to the normal eligibility, benefit and charge verifications.

F. Provider Review

When the carrier or a covered person does not agree with the appropriateness of a service provided or a charge made under dental expense benefits by a dentist practicing in Ontario, the matter may be presented to the Royal College of Dental Surgeons of Ontario (the licensing and regulating body of dentistry) for resolution. Similar matters involving other providers may be referred by the carrier to the appropriate licensing agency or, where operative, to peer review. The carrier will seek to establish peer review where it does not exist.

XIII. Data

The prepayment agency shall furnish the Company and the Union such information and data as may be mutually agreed upon by the parties with respect to dental expense coverage.

EXHIBIT II
UTILIZATION REVIEW AND COST CONTAINMENT

I. Annual Cost Containment Reports

Each H-S-M-D-D-V carrier shall be required to report annually on its cost containment efforts for the preceding year, including but not limited to (a) a description of its cost containment activities, (b) the results/savings, (c) problems, and (d) plans for the next year.

The report shall cover the preceding calendar year and shall be submitted to the Company Union Committee by May 15 each year. The Company Union Committee may specify the content or format for such reports.

II. Other Activities

The Company Union Committee shall investigate, consider and, upon mutual agreement, engage in other activities that may have high potential for cost savings. This may involve instituting by mutual agreement other H-S-M-D-D-V Programs or establishing Pilot Programs.

III. Review

The results of any activities in I and II, above, would be reviewed prior to the expiration of the collective agreement so that the parties to the agreement may be prepared to consider the continuation or modification of the review programs and other activities of the Company Union Committee.

EXHIBIT III
HEARING AID EXPENSE BENEFITS PROGRAM

I. Enrollment Classifications

Hearing Aid Expense Benefits coverage for an eligible employee, retired employee or surviving spouse shall include coverage for eligible dependents as they are defined for hospital surgical medical drug expense coverage under the H-S-M-D-D-V Program.

II. Description of Benefits

Hearing Aid Expense Benefits will be payable, subject to the conditions herein, if any covered person, as defined in Section III (I), while hearing aid expense coverage is in effect with respect to such covered person, incurs covered hearing aid expense.

III. Definitions

As used herein:

(A) "physician" means an otologist or otolaryngologist who is board certified or eligible for certification in the otologist's or otolaryngologist's specialty in compliance with standards established by his/her respective professional sanctioning body, who is a licensed doctor of medicine legally qualified to practice medicine and

who, within the scope of the doctor's license, performs a medical examination of the ear and determines whether the covered person has a loss of hearing acuity and whether the loss can be compensated for by a hearing aid;

(B) "audiologist" means any hospital affiliated audiology clinic approved by the Ontario Health Insurance Plan, or an equivalent facility in a province other than Ontario. Such clinics shall conduct audiometric examinations and hearing aid evaluation tests for the purpose of measuring hearing acuity and determining and prescribing the type of hearing aid that would best improve the covered person's loss of hearing acuity. The foregoing services shall be performed by a physician or if not a physician, by a person who (1) possesses a master's or doctorate degree in audiology or speech pathology from an accredited university, or (2) possesses a Certificate of Clinical Competence in Audiology from the American Speech Language Hearing Association and (3) is qualified in the province in which the service is provided to conduct such examinations and tests. An audiology clinic that is not hospital affiliated may be designated an audiologist by the Program carrier, if the carrier determines that (1) such clinic has facilities which are equivalent to the hospital affiliated clinics described above and (2) audiometric examinations and hearing aid evaluation tests conducted by such clinic are performed only by a physician or by a person described in the third sentence of this Section III(B);

(C) "dealer" means any participating person or organization that sells hearing aids prescribed by an audiologist to improve hearing acuity in compliance with the laws or regulations governing such sales, if any, of the province in which the hearing aids are sold;

(D) "participating" means having a written agreement with the Program carrier pursuant to which services or supplies are provided under this Program;

(E) "hearing aid" means an electronic device worn on the person for the purpose of amplifying sound and assisting the physiologic process of hearing, and includes an ear mould, if necessary;

(F) "ear mould" means a device of soft rubber, plastic or a nonallergenic material which may be vented or nonvented that individually is fitted to the external auditory canal and pinna of the patient;

(G) "audiometric examination" means a procedure for measuring hearing acuity that includes tests relating to air conduction, bone conduction, speech reception threshold and speech discrimination;

(H) "hearing aid evaluation test" means a series of subjective and objective tests by which an audiologist determines which make and model of hearing aid will best compensate for the covered person's loss of hearing acuity and which make and model will therefore be prescribed, and shall include one visit by the covered person subsequent to obtaining the hearing aid for an evaluation of its performance and a determination of its conformity to the prescription.

(I) "covered person" means the eligible employee, retired employee, eligible surviving spouse and their eligible dependents;

(J) "dispensing fee" means a fee predetermined by the Program carrier to be paid to a dealer for dispensing hearing aids, including the cost of providing ear moulds, under this Program;

(K) "covered hearing aid expense" means the charges incurred for hearing aids of the following functional design: in the ear, behind the ear (including air conduction and bone conduction types) on the body, in-the-canal, completely in-the-canal, digital, programmable and binaural (a system consisting of (2) complete hearing aids) but only if (i) the hearing aid is prescribed based upon the most recent audiometric examination and most recent hearing aid evaluation test and (ii) the hearing aid provided by the dealer is the make and model prescribed by the audiologist and is certified as such by the audiologist;

In order for the charges for a hearing aid as described in Section III (K) to be payable as Hearing Aid Expense Benefits under this Program, upon each occasion that a covered person receives such a hearing aid the covered person must first obtain a medical examination of the ear by a physician and such examination or such examination in conjunction with the audiometric examination must result in a determination that a hearing aid would compensate for the loss of hearing acuity, in addition, in the case of a binaural hearing aid system, the carrier must determine that such a system is necessary, based upon professionally accepted standards, to compensate adequately for the loss of hearing acuity;

(L) "acquisition cost" means the actual cost to the dealer of the hearing aid.

IV. Benefits

The covered person may obtain

A. hearing aids that the dealer shall have agreed to furnish covered persons in accordance with the following reimbursement arrangements:

1. the acquisition cost of the hearing aid; and
2. the dispensing fee, and

B. repairs of hearing aids from the dealer.

If the covered person requests unusual services from the dealer, the covered person shall pay the full additional charge therefor.

V. Limitations

Frequency: If a person has received a hearing aid for which benefits were payable under the Program, benefits will be payable for each subsequent hearing aid only if received more than 36 months after receipt of the most recent previous hearing aid, for which benefits were payable under the Program.

VI. Exclusions

Covered hearing aid expense does not include and no benefits are payable for:

- (A) Medical examinations, audiometric examinations or hearing aid evaluation tests;
- (B) Medical or surgical treatment;
- (C) Drugs or other medication;

- (D) Hearing aids provided under any applicable Workers' Compensation law;
- (E) Hearing aids ordered;
 - (1) before the covered person became eligible for coverage; or
 - (2) after termination of coverage;
- (F) Hearing aids ordered while covered but delivered more than 60 days after termination of coverage;
- (G) Charges for hearing aids for which no charge is made to the covered person or for which no charge would be made in the absence of Hearing Aid Expense Benefits coverage;
- (H) Charges for hearing aids which are not necessary, according to professionally accepted standards of practice, or which are not recommended or approved by the physician;
- (I) Charges for hearing aids that do not meet professionally accepted standards, including charges for any services or supplies that are experimental in nature;
- (J) Charges for hearing aids received as a result of ear disease, defect or injury due to an act of war, declared or undeclared;
- (K) Charges for hearing aids provided by any governmental agency that are obtained by the covered person without cost by compliance with laws or regulations enacted by any federal, provincial, municipal or other governmental body;
- (L) Charges for hearing aids to the extent benefits therefor are payable under any health care program supported in whole or in part by funds of the federal government or any province or political subdivision thereof;
- (M) Replacement of hearing aids that are lost or broken unless at the time of such replacement the covered person is otherwise eligible under the frequency limitations set forth herein;
- (N) Charges for the completion of any insurance forms;
- (O) Replacement parts for and repairs of hearing aids;
- (P) Persons enrolled in alternative plans; and
- (Q) Eyeglass type hearing aids, to the extent the charge for such hearing aid exceeds the covered hearing aid expense for one hearing aid under Section III (K).

VII. Administrative Manual

Hearing Aid Expense Benefits Program policies, procedures and interpretations to be used in administering the Program shall be developed by the Program carrier after review and approval by the Company and the Union.

VIII. Data

The Program carrier annually shall furnish the Company and the Union such information and data as mutually may be agreed upon by the parties with respect to hearing aid expense coverage.

IX. Cost and Quality Controls

The Program carrier shall undertake appropriate review procedures to assure a high degree of cost and quality control. Where appropriate, such actions may include utilization review, price review and evaluation of services received.

**EXHIBIT IV
VISION EXPENSE BENEFITS PROGRAM**

I. Enrollment Classifications

Vision Expense Benefits coverage for an eligible employee, retired employee or surviving spouse shall include coverage for eligible dependents as they are defined for hospital surgical-medical drug expense coverage under the H-S-M-D-D-V Program.

II. Description of Benefits

Vision Expense Benefits will be payable, subject to the conditions herein, if any covered person, while vision expense coverage is in effect with respect to such covered person, incurs Covered Vision Expense.

III. Definitions

As used herein:

(A) "Physician" means any licensed doctor of medicine legally qualified to practice medicine and who within the scope of his/her license performs vision testing examinations and prescribes lenses to improve visual acuity;

(B) "optometrist" means any person licensed to practice optometry in the province in which the service is rendered;

(C) "optician" means any person licensed in the province in which the service is rendered to supply eyeglasses prescribed by a physician or optometrist to improve visual acuity, to grind or mould the lenses or have them ground or moulded according to prescription, to fit them into frames and to adjust the frames to fit the face;

1. "lenses" means ophthalmic corrective lenses, as prescribed;

(E) "contact lenses" means ophthalmic corrective lenses, as prescribed;

(F) "frames" means standard eyeglass frames into which two lenses are fitted;

(G) "covered person" means the eligible employee, retired employee, eligible surviving spouse and their eligible dependents;

IV. Schedule of Eligible Services

Effective December 1, 2009, reimbursement for prescription eye glasses (frames and/or lenses) or contact lenses every 24 months up to a maximum of:

Single Vision Lenses	\$220.00
Bi-focal Lenses	\$275.00
Multi-focal Lenses	\$345.00
Contact Lenses	\$230.00

Effective December 1, 2009, reimbursement to a maximum of \$85.00 for a routine eye examination, once in a twenty-four (24) month period, provided by either an optometrist or physician (as defined in III) for patients aged 20 through 64 when the benefit is not covered by the person's provincial health care plan.

Repairs (not replacements) at the usual and customary rates as determined by the carrier will be allowed in addition to the above scheduled amounts. Reimbursement for laser eye surgery up to a maximum lifetime benefit of \$345.00. A covered person reimbursed for such laser eye surgery will not be eligible for any other reimbursement under this Exhibit IV for a period of forty-eight (48) months. Commencement of the benefit period is based on the initial date vision benefits are received.

V. Limitations

Frequency:

(A) If a covered person has received lenses and frames or contact lenses for which benefits were payable under the Schedule of Eligible Services, or the prior program, subsequent benefits will be payable only if received more than 24 months after the date of the most recent approved claim. If the reimbursement maximums have not been reached, subsequent claims will be allowed within the 24 month period, up to the applicable reimbursement maximums. Lenses and frames received under the Company's prescription safety glasses program shall not be considered lenses and frames received under this program.

(B) A covered person with diabetes or other medical conditions requiring frequent lens changes (as substantiated by an ophthalmologist) will be eligible for new lenses whenever they have a prescription change.

(C) Contact lenses will be covered every 12 months, when the covered person's visual acuity cannot otherwise be corrected to at least 20/70 in the better eye, or when medically necessary due to keratoconus, irregular astigmatism, irregular corneal curvature or physical deformity resulting in an inability to wear normal frames.

(D) Repairs to frames will not be subject to a frequency limitation.

VI. Exclusions

Covered Vision Expense does not include and no benefits are payable for:

(A) Vision examinations, for covered persons under age 20 and over 64, or at any age for patients with medical conditions or diseases affecting the eyes whereby the provincial health plan provides the insured benefit.

- (B) Medical or surgical treatment;
- (C) Drugs or medications;
- (D) Procedures determined by the Program carrier to be special or unusual, such as, but not limited to, orthoptics, vision training, subnormal vision aids and aniseikonic lenses;
- (E) Lenses or frames furnished for any condition, disease, ailment or injury arising out of and in the course of employment;
- (F) Lenses or frames ordered:
 - (1) before the covered person became eligible for coverage; or
 - (2) after termination of coverage;
- (G) Lenses or frames ordered while insured but delivered more than 60 days after coverage terminated;
- (H) Charges for lenses or frames for which no charge is made that the covered person is legally obligated to pay or for which no charge would be made in the absence of Vision Expense Benefits coverage;
- (I) Charges for lenses or frames which are not necessary, according to accepted standards of ophthalmic practice, or which are not ordered or prescribed by the attending physician or optometrist;
- (J) Charges for lenses or frames which do not meet accepted standards of ophthalmic practice, including charges for any such lenses or frames which are experimental in nature;
- (K) Charges for lenses or frames received as a result of eye disease, defect or injury due to an act of war, declared or undeclared;
- (L) Charges for lenses or frames from any governmental agency which are obtained by the covered person without cost by compliance with laws or regulations enacted by any federal, provincial, municipal or other governmental body;
- (M) Replacement of lenses or frames which are lost or broken unless at the time of such replacement the covered person is otherwise eligible under the frequency limitations set forth in Section V; and
- (N) Charges for the completion of any insurance forms.
- (O) Vision benefits which are not dispensed by an Optometrist, an Optician or an Ophthalmologist;
 - 1. Follow up visits associated with the dispensing and fitting of contact lenses; and
- (Q) Charges for eye glass cases.

EXHIBIT V
PROSTHETIC APPLIANCE AND DURABLE MEDICAL
EQUIPMENT EXPENSE BENEFITS PROGRAM

I. Enrollment Classifications

Prosthetic Appliance and Durable Medical Equipment Expense Benefits coverage for an eligible employee, retired employee or surviving spouse shall include coverage for dependents as they are defined for hospital surgical medical drug expense coverage under the H-S-M-D-D-V Program.

II. Description of Benefits

Prosthetic Appliance and Durable Medical Equipment Expense Benefits will be payable, subject to the conditions herein, if any covered person, as defined in Section III (B), while prosthetic appliance and durable medical equipment expense coverage is in effect with respect to such covered person, incurs covered prosthetic appliance and durable medical equipment expense.

III. Definitions

As used herein:

(A) "physician" means a legally qualified and licensed medical practitioner. Solely in connection with the prescribing of prosthetic lenses under Section IV (A) (2)

(a), an optometrist who is legally licensed to practice optometry at the time and place services are performed shall be deemed to be a physician to the extent that he/she renders services he/she is legally qualified to perform;

(B) "covered person" means the eligible employee, retired employee, eligible surviving spouse and their eligible dependents;

(C) "covered prosthetic appliance and durable medical equipment expense" means charges incurred for prosthetic appliances in accordance with Section IV (A) or for durable medical equipment in accordance with Section IV (B);

(D) "prosthetic appliance" means an external prosthetic device or an orthotic appliance as described in IV (A);

(E) "durable medical equipment" means an item of equipment as described in IV (B);

(F) "provider" means a facility or dealer which supplies prosthetic appliances or durable medical equipment;

(G) "usual, reasonable and customary" means the actual amount charged by a provider for a prosthetic appliance or for durable medical equipment, but only to the extent that the amount is reasonable and takes into consideration:

(1) the usual amount that the provider most frequently charges the majority of the provider's patients or customers for the prosthetic appliance or durable medical equipment provided;

(2) the prevailing range of charges made in the same area by similar providers for the prosthetic appliance or durable medical equipment furnished; and

(3) with respect to prosthetic appliances only, unusual circumstances or complications requiring additional time, skill and experience in connection with a particular prosthetic appliance.

IV. Benefits

(A) Prosthetic Appliances

(1) When obtained from a provider by a covered person on the advice in writing of the attending physician, benefits will be payable on a usual, reasonable and customary charge basis for external prostheses and orthotic appliances which replace all or part of a body organ (including contiguous tissue) or replace all or part of the functions of a permanently inoperative or a malfunctioning body organ. Benefits shall also be payable for the replacement, repairs, fittings and adjustments of such devices. To be covered under this benefit, however, the advice in writing of the attending physician must include a description of the equipment as well as the reason for use or the diagnosis.

(2) Included in the external prostheses and orthotic appliances for which benefits shall be payable are:

(a) Artificial arms, legs, eyes, ears, noses, larynxes, prosthetic lenses (for people lacking an organic lens or following cataract surgery); aniseikonic lenses; above or below knee or elbow prostheses; external cardiac pacemakers; terminal devices, such as a hand or hook whether or not an artificial limb is required.

(b) Rigid or semi rigid supporting devices (such as braces for the legs, arms, neck or back), splints, trusses; and appliances essential to the effective use of an artificial limb or corrective brace.

(c) Ostomy sets and accessories (including disposable gloves), catheterization equipment, urinary sets, external breast prostheses (including surgical brassieres) and orthopedic shoes (when used as an integral part of an orthotic appliance).

(d) Wig or hairpiece including duplicates, when hair loss is due to chemotherapy or radiation treatment, alopecia (excluding the following natural non-medical conditions causing hair loss: luminaris, male pattern baldness, prematura, senilis and totalis), hypothyroidism, traumatic scald and scalp fungal infection.

(e) Cochlear implants.

(f) Effective October 1, 2003, when medically required as a result of severe osteoarthritis, Synvisc (or an equivalent Viscosupplementation product) will be an eligible benefit only when treatment is prescribed and administered by an orthopedic surgeon and only when documentation is provided as to why surgery is not a viable alternative. The benefit will be limited to a treatment cycle maximum of \$300.00, and a total treatment maximum of \$1,200.00, per thirty-six (36) month period. This benefit is not eligible when prescribed in conjunction with/or within one (1) year of the provision of a custom-made knee brace under this Plan.

(3) Exclusions from this benefit IV (A) include, but are not limited to:

(a) Dental appliances, hearing aids and, except as provided above, eyeglasses;

(b) Non rigid appliances and supplies such as elastic stockings, garter belts, supports and corsets.

(B) Durable Medical Equipment

(1) When obtained from a provider by a covered person, benefits will be payable on a usual, reasonable and customary charge basis for the purchase or rental of durable medical equipment, subject to the following:

(a) The equipment must be:

(i) prescribed by a licensed physician;

(ii) reasonable and necessary for the treatment of an illness or injury, or to improve the functioning of a malformed body member;

(iii) able to withstand repeated use;

(iv) primarily and customarily used to serve a medical purpose;

(v) generally not useful to a person in the absence of illness or injury; and

(vi) appropriate for use in the home.

(b) The rental price of the durable medical equipment shall not exceed the purchase price. The decision to purchase or rent shall be based on the physician's estimate of the duration of need as established by the original prescription.

(c) When the durable medical equipment is rented and the rental extends beyond the original prescription, the physician must re certify (via another prescription) that the equipment is reasonable and medically necessary for the treatment of the illness or injury. In the event the recertification is not submitted, benefits will cease as of the original duration of need date or (30) days after the date of death, if earlier.

(d) When the durable medical equipment is purchased, benefits shall be payable for repairs except that routine periodic maintenance is excluded.

(e) Included in the durable medical equipment for which benefits shall be payable are:

(i) Hospital beds (with or without mattresses), rails, cradles and trapezes;

(ii) Crutches, canes, patient lifts, walkers and wheelchairs (or electric scooters in lieu of a wheelchair);

(iii) Bedpans, commodes, urinals if patient is bed confined and portable toilets for a patient who has otherwise qualified for a commode;

(iv) Oxygen sets and respirators; (if the prescription is for oxygen, the physician must indicate how it is to be administered and what apparatus is to be used);

(v) Decubitus (ulcer care) equipment, dialysis equipment, dry heat and ice application devices;

(vi) I.V. stands, intermittent pressure units, neuromuscular stimulants, sitz baths, traction equipment, vapourizers and standard whirlpool baths; (including installation costs up to a maximum of \$500.00);

(vii) Electromagnetic coil bone growth stimulator;

(viii) Home glucose monitors (glucometers and dextrometers);

(ix) Disposable diapers and cloth diapers for all incontinent persons;

(x) Effective October 1, 2003, allowance of up to \$1,000.00 for pressure injection devices for insulin or insulin infusion pump once every five (5) years when such pressure injection device or insulin pump is used in lieu of needles and syringes;

Effective October 1, 2003, insulin infusion pump is an eligible benefit, once every five (5) years, to a maximum of \$5,500.00, when prescribed by a physician and as a result of Type 1 diabetes. Physician's prescription should include required number of injections per day, diagnosis, blood sugar levels, and hemoglobin count. Insulin infusion pump supplies are an eligible benefit to a maximum of \$250.00 per month. These benefits are limited to eligible dependent children age 18 and under. Individuals approved for the \$5,500.00 benefit will not be eligible for the aforementioned \$1,000.00 benefit;

(xi) Raised toilet seats for all medical conditions;

(xii) Soft casts to a maximum of \$30.00 per cast;

(xiii) Reusable underpads for wheelchairs to a maximum of 6 per year;

(xiv) One pair of custom made corrective footwear per year (excluding off-the-shelf orthopedic foot wear) to a maximum of \$750.00 per year.

(xv) Geriatric chairs on a one time only basis to a maximum of \$2,000.00;

(xvi) Bath tub rails up to a lifetime maximum of \$100.00

(xvii) A maximum allowance of \$400.00 toward the purchase of up to two (2) pairs of custom-made foot orthotics in any 36-month period. The orthotics must be purchased from a provider who is a member in good standing of

the Green Shield Canada Automotive Preferred Service Agreement (PPO) for custom made foot orthotics.

(f) Exclusions from this benefit IV (B) include, but are not limited to:

(i) Deluxe equipment such as motor driven wheelchairs and beds, except when such deluxe features are necessary for the effective treatment of a patient's condition and required in order for the patient to operate such equipment without assistance;

(ii) Items that are not primarily medical in nature or are for comfort and convenience (e.g., bedboards, overbed tables, adjust a bed, bathtub lifts, telephone arms, air conditioners, etc.);

(iii) Physicians' equipment (e.g., infusion pumps, sphygmomanometer, stethoscope, etc.);

(iv) Disposable supplies (e.g., disposable sheaths and bags, elastic stockings, etc.);

(v) Exercise and hygienic equipment (exercycle, Moore wheel, bidet toilet seats, bathtub seats, etc.);

(vi) Self help devices that are not primarily medical in nature (e.g., elevators, sauna baths, etc.); and

(vii) Arch supports including off the shelf foot orthotics.

V. Limitations

Covered prosthetic appliance and durable medical equipment expense does not include and no benefits are payable for:

(A) Prosthetic appliances or durable medical equipment furnished for any condition, disease, ailment or injury arising out of and in the course of employment.

(B) Charges for prosthetic appliances or durable medical equipment for which no charge is made that the covered person is legally obligated to pay or for which no charge would be made in the absence of Prosthetic Appliance and Durable Medical Equipment Expense Benefits coverage;

(C) Charges for prosthetic appliances or durable medical equipment (or items or special features related thereto) which are not necessary, according to accepted standards of medical practice, or which are not ordered or prescribed by the attending physician;

(D) Charges for prosthetic appliances or durable medical equipment which do not meet professionally accepted standards, including charges for any such appliances or equipment which are experimental in nature;

(E) Charges for prosthetic appliances or durable medical equipment received as a result of disease, defect or injury due to an act of war, declared or undeclared;

(F) Charges for prosthetic appliances or durable medical equipment from any governmental agency which are obtained by the covered person without cost by compliance with laws or regulations enacted by any federal, provincial, municipal or other governmental body;

(G) Charges for any prosthetic appliances or durable medical equipment to the extent for which benefits are payable under any health care program supported in whole or in part by funds of the federal government or any province or political subdivision thereof;

(H) Charges for the completion of any insurance forms.

EXHIBIT VI

SEMI-PRIVATE HOSPITAL ACCOMMODATION BENEFIT

I. Enrollment Classifications

Semi-private Hospital Accommodation Benefit coverage for an eligible employee, retired employee or surviving spouse shall include coverage for eligible dependents.

II. Description of Benefits

Semi-private Hospital Accommodation Benefit will be payable, subject to the conditions herein, if any covered person, while Semi-private Hospital Accommodation Coverage is in effect with respect to such covered person, incurs Covered Semi-private Hospital Accommodation Expense.

III. Definitions

As used herein:

(A) "covered person" means the eligible employee, retired employee, eligible surviving spouse and their eligible dependents.

(B) "covered semi-private hospital accommodation expense" means the charges incurred for semi-private hospital accommodation in accordance with Section IV:

IV. Benefits

The covered person may obtain Semi-private Hospital Accommodation Benefits that the hospital shall have agreed to furnish covered persons in accordance with the following reimbursement arrangement:

(A) — **NOT IN USE** —

(B) Reimbursement for the difference in cost, to a maximum of \$200.00 per day, between standard ward charges and the cost of semi-private accommodation in a convalescent or rehabilitation hospital or a convalescent or rehabilitation wing in a public general hospital when the standard ward charges are paid by any Provincial Government Health Plan of the Province in which the patient is a resident and when the patient is occupying or has occupied a convalescent or rehabilitation bed.

(C) In a public chronic hospital or chronic wing facilities of a public general hospital, a maximum reimbursement of up to \$30.00 per day for 120 days per Benefit Year (beginning with the first paid claim) for the difference between the charges for a standard ward and the cost of semi-private accommodation when the patient has occupied semi-private accommodation.

(D) In a public chronic hospital or chronic wing facilities of a public general hospital, a maximum reimbursement equal to the provincially approved co-pay amount not to exceed \$60.00 per day will be paid toward the chronic care co-pay charge for a 120 day period following the expiration of the co-pay benefit period paid by the Provincial Government Health Plan.

(E) In a public hospital in a bed designated as an Alternate Level of Care bed by the attending physician, a maximum reimbursement of up to \$30.00 per day effective October 1, 2000 for up to 120 days per Benefit Year (beginning with the first paid claim) for the difference between the charge for a standard ward and the cost of semi-private accommodation when the patient occupies semi-private accommodations.

(F) In a public hospital in a bed designated as an Alternate Level of Care bed by the attending physician, a maximum reimbursement of up to \$47.53 per day will be paid toward the chronic care co-pay charge for up to 120 days following the expiration of the co-pay benefit period paid by the Provincial Government Health Plan.

(G) Following the expiration of the 120 day period provided for in C, D, E and/or F above, the maximum reimbursement for patients in a public chronic hospital or chronic wing facility of a public general hospital, or in a bed designated as an Alternate Level of Care bed by the attending physician, will be provided up to the reimbursement level that would otherwise be payable under the Long Term Care Facility Expense Benefit.

V. Limitations

(A) Where the subscriber or dependent has occupied a chronic bed in a semi-private room, either in, or outside, of the Province of residence, a maximum of up to \$30.00 difference per day effective May 16, 1997 shall be allowed for a maximum of 120 days in any 12 month period.

(B) To be eligible for reimbursement for occupancy of a chronic bed, accommodation must be in a public chronic hospital or a chronic wing facility of a public general hospital.

(C) No benefit shall apply to semi-private accommodation in a nursing home, T.B. Sanitorium or mental hospital.

(D) Payment of benefits is contingent upon the Provincial Health Insurance Plan in the Province in which the patient resides accepting or agreeing to pay the ward or standard rate.

(E) Reimbursement shall not be made in respect to any eligible expense unless a claim is filed as required by the Carrier.

VI. Exclusions

Covered semi-private hospital accommodation benefit does not include and no benefit is payable for:

(A) semi-private hospital accommodation where the covered person is not occupying an active treatment bed, a rehabilitation or convalescent bed, or a chronic care bed.

(B) charges for completion of any insurance forms.

(C) charges for semi-private hospital accommodation where such benefits are provided to the covered person without cost by compliance with laws or regulations enacted by any federal, provincial, municipal or other governmental body.

VII. Intent of Exhibit VI

Inclusion of this Exhibit VI to the Insurance Program resulting from the 1984 negotiations should not be interpreted to remove or limit any previously existing coverage.

EXHIBIT VII PRESCRIPTION DRUG BENEFITS

I. Enrollment Classifications

Prescription Drug Coverage for an eligible employee, retired employee or surviving spouse shall include coverage for eligible dependents (including only spouse and eligible children).

II. Description of Benefits

Prescription Drug Benefits will be payable, subject to the conditions herein, if an employee, retired employee, surviving spouse or eligible dependent, while Prescription Drug Coverage is in effect with respect to such individual, incurs Covered Prescription Drug Expense.

III. Definitions

As used herein:

(A) "covered person" means the eligible employee, retired employee, eligible surviving spouse and their eligible dependents.

(B) "covered prescription drug expense" means the charges incurred for Prescription Drug Expense for such drugs as described below and are either drugs obtained from a participating or member pharmacy payable in accordance with Section IV.A., or for drugs obtained from a non participating pharmacy payable in accordance with Section IV.B.

(C) "drug" means and includes any substance:

(i) that is listed in the Green Shield Canada Drug Formulary 13 as of November 11, 1996;

(ii) that is a new drug product marketed after November 11, 1996 and is recommended for inclusion by Green Shield Canada's Pharmaceutical and Medical Consultants. When Green Shield Canada does not recommend a new drug for inclusion on the formulary or if Green Shield Canada requires additional assistance they will engage the services of an independent external scientific review agency to assist in this review.

The criteria for inclusion into the formulary shall be that the new drug product offers therapeutic advantage to existing products in the formulary, is lifesaving or cost effective.

Provided that for the purposes of this Agreement, drug shall be deemed in its meaning not to include any substance or preparation if the same shall be offered for sale by a Member Pharmacy or a Pharmaceutical Chemist, or sold by a Member Pharmacy or Pharmaceutical Chemist as, or as part of, a food, drink, or cosmetic or for any purpose other than the prevention or treatment of any ailment, disease or physical disorder.

(D) "participating or member pharmacy" means corporations, partnerships, sole proprietorships, public clinics, or public hospitals as shall from time to time become member pharmacists bound by a Carrier/member pharmacy agreement. A participating or member pharmacy is one who provides dispensing services in accordance with the agreement with the Carrier.

(E) "pharmacy agreement" means the provider of service agreement with the Carrier respecting the payment for the dispensing of prescriptions by which member pharmacies agree to be bound.

(F) "prescription" means an order or direction either oral or in writing, given by a practitioner ordering or directing that a stated amount of any drug, or drugs as specified in such order be dispensed by a member pharmacy or a pharmaceutical chemist for a person named in such order or direction. Prescription also includes prescription services.

(G) "pharmaceutical chemist" means a legally qualified pharmaceutical chemist.

(H) "practitioner" means a practitioner legally qualified to practice the professions of medicine or dentistry.

(I) "dispensing fee" means the amount charged by a pharmacy for the professional services of the pharmacy for the dispensing or fulfillment of a prescription order or refill.

(J) "Out-of-Pocket" maximum means:

(i) In the case of employees, the sum of the prescription drug co-payments for the employee or his or her eligible surviving spouse, and their eligible dependents in a calendar year.

(ii) In the case of retired employees, the sum of the prescription drug co-payments for the retired employee or his or her eligible surviving spouse, and their eligible dependents in a calendar year.

IV. Benefits

(A) From a participating or member pharmacy, the covered person may obtain prescription drugs subject to payment by the covered person of 10% of the total allowed amount paid by the plan for each separate prescription order and refill. The 10% co-pay will be applied until the below per-subscriber out-of-pocket maximums are reached. Thereafter, the plan will pay 100% of the total allowed amount paid by the plan for prescription drugs for the remainder of the year.

Calendar Year	Out-of-Pocket, Per-Subscriber Maximums
2013 or after	\$330.00

In the event the agreement with the carrier provides for a maximum allowable dispensing fee in excess of \$9.00, the covered person will be responsible for the excess.

(B) From a non participating pharmacy, the plan shall pay the usual, reasonable and customary charge paid to a participating or member pharmacy for any prescription drug dispensed by a Pharmaceutical Chemist, a hospital, medical clinic, physician or dentist, less payment of 10% of the total allowed amount paid by the plan for each such separate prescription order and refill. The 10% co-pay will be applied until the below per-subscriber out-of-pocket maximums are reached. Thereafter, the plan will pay 100% of the total allowed amount paid by the plan for prescription drugs for the remainder of the year.

Calendar Year	Out-of-Pocket, Per-Subscriber Maximums
2013 or after	\$330.00

(C) Whenever a generic equivalent for the prescribed drug is available, reimbursement under the Plan will be provided as follows:

(1) when a drug prescribed for a covered person has a generic equivalent (regardless of interchangeability), the maximum benefit under the Plan for such drug will be limited to the lower cost of the brand name prescription drug or the lowest priced generic equivalent drug, less the co-pay stated in IV (A) and IV (B) above;

(2) when the covered person chooses the more costly drug, in lieu of the lowest priced legally substitutable generic drug, such person will be responsible for the difference in cost. However, in cases where the covered person's physician specifically prescribes a more costly drug rather than a legally substitutable generic equivalent of the drug and writes "no substitution" on the prescription, or otherwise directs there should be no substitution, the Plan will pay for the cost of the prescribed drug.

(3) C(1) and C(2) above are subject to the provisions of the "Adverse Drug Reaction" letter dated September 16, 2006.

V. Choice of Pharmacy

The subscriber may choose any member pharmacy or pharmaceutical chemist recorded in the records of the Carrier as a member in good standing at the time of dispensing of any prescription then authorized by the Carrier. The Carrier has the right to terminate the membership of any member pharmacy in accordance with the terms of the pharmacy agreement.

VI. Exclusions

Covered Prescription Drug Benefits expense does not include and no benefits are payable for:

- (A) Vitamin products, except those which must be injected;
- (B) Proprietary medicines defined in Division 10 of the Food and Drug Act of Canada;
- (C) Blood and blood plasma;
- (D) Contraceptive foams or gels; or appliances whether or not such prescription is given for medical reasons;
- (E) Medication, cosmetics, laxatives and medicines which may be lawfully sold or offered for sale in places other than in a retail pharmacy, and which are not normally considered by practitioners as medicines for which a prescription is necessary or required.
- (F) Prescription for drugs or products not listed in the latest issue of the Green Shield pharmaceutical directory that lists the drug products described in section III C(v) of exhibit VII.
- (G) Prescriptions for which the patient may be compensated under the Workplace Safety and Insurance Act, 1997 or obtains reimbursement from a municipal, state, provincial or federal government, agency or foundation.
- (H) Charges for completion of any insurance forms.
- (I) Effective January 1, 2014, any drug or medicine that can be purchased without a prescription with the exception of insulins, nitrates, vaccines, antifungals and epinephrine kits for the treatment of anaphylaxis (e.g. EpiPen).**

VII. Limitations

- (A) Syringes, disposable syringes and needles, diabetic testing agents and insulin are paid at a reasonable, usual and customary suggested retail price.
- (B) Injectables or medicine injected by a physician are paid for at the cost of the injectable medicine only.
- (C) Syringes, disposable syringes and needles will not be a covered benefit under Prescription Drug Expense Benefits for a period of five (5) years from the date that an insulin pressure injection device is approved by the Carrier as a covered durable medical equipment expense under the Prosthetic Appliance and Durable Medical Equipment Expense Benefits set forth in Exhibit V.

EXHIBIT VIII

LONG TERM CARE FACILITY EXPENSE BENEFITS

The company shall continue its arrangements to make available the supplementary coverage for Long Term Care Facility expense benefits provided under section 1(a)(6) of the H-S-M-D-D-V Program of appendix 'A' to the Collective Agreement.

Benefits will be provided for the patient co-payment expense for each day an insured person resides in a Long Term Care Facility, as an approved resident as determined under the Long Term Care Act 1994, as amended or replaced. The benefit payment under such coverage for the patient co-payment expense of an approved Long Term Care Facility shall be as follows:

- For residents who enter a Long Term Care Facility prior to October 1, 2006, the benefit payment will be the difference between the daily allowance paid to the Long Term Care Facility by the Province of Ontario for a standard ward room and the Long Term Care Facility's daily charge up to the semi-private rate, if such accommodation is occupied.
- For residents who enter a Long Term Care Facility between October 1, 2006 and November 30, 2009, the benefit payment will be the difference between the daily allowance paid to the Long Term Care Facility by the Province of Ontario for a standard ward room and the Long Term Care Facility's daily charge to a maximum of \$1,724.32 per month regardless of the type of accommodation occupied.
- For residents who enter a Long Term Care Facility between December 1, 2009 and December 31, 2010, the benefit payment will be the difference between the daily allowance paid to the Long Term Care Facility by the Province of Ontario for a standard ward room and the Long Term Care Facility's daily charge to a maximum of \$1,543.95 per month regardless of the type of accommodation occupied.
- For residents who enter a Long Term Care Facility **between** January 1, 2011 and **December 31, 2014**, the benefit payment will be the difference between the daily allowance paid to the Long Term Care Facility by the Province of Ontario for a standard ward room and the Long Term Care Facility's daily charge to a maximum of \$1,200.00 per month regardless of the type of accommodation occupied.
- **For residents who enter a Long Term Care Facility on or after January 1, 2015, the benefit payment will be the difference between the daily allowance paid to the Long Term Care Facility by the Province of Ontario for a standard ward room and the Long Term Care Facility's daily charge to a maximum of \$800.00 per month regardless of the type of accommodation occupied.**

Benefits shall be provided upon submission of proof satisfactory to the insurer that a covered person has been approved as provided under the Act and a payment of an allowance for such care was made on behalf of such person by the Province of Ontario for each such day for which benefits under the program are claimed.

EXHIBIT IX
PARAMEDICAL COVERAGE

I. Company Arrangements

The Company shall arrange, effective October 1, 2003, to make available a Paramedical Benefit as set forth in this Exhibit as follows:

II. Enrollment Classifications

Paramedical Benefits coverage for an eligible employee, retired employee or surviving spouse shall include coverage for dependents as they are defined in Section 1(b) of the H-S-M-D-D-V Program.

III. Description of Benefits

Paramedical Benefits will be payable, subject to conditions herein.

IV. Definitions

As used herein:

(A) "physician" means any licensed doctor of medicine legally qualified to practice medicine;

(B) "Practitioner of Chiropractic" means a provincially licensed Doctor of Chiropractic (D.C.);

(C) "Practitioner of Podiatry" means provincially licensed Doctor of Podiatric Medicine (D.P.M.);

(D) "Practitioner of Chiropody" means a provincially licensed chiropodist holding a diploma in Chiropody (D.Ch.) or equivalent;

(E) "Doctor of Naturopathy (N.D.)" means one who is accredited through the Provincial Naturopathic Association and is a graduate of a recognized school of naturopathy;

(F) "Registered Massage Therapist" means one who is accredited and registered with the appropriate provincial licensing board for massage therapists and a graduate of a recognized school of massage therapy; and

(G) "covered person" means the eligible employee, retired employee, eligible surviving spouse and their eligible dependents.

V. Eligible Benefits and Limitations

(A) The services (excluding x-rays) of a Practitioner of Chiropractic are an eligible benefit. Chiropractic treatments will be reimbursed at a maximum rate of \$15.00 per visit until the applicable provincial benefit plan is exhausted and at a maximum rate of \$25.00 per visit thereafter, to an annual maximum of \$465.00.

In provinces where chiropractic treatments are covered by a provincial benefit plan, reimbursement shall be at a maximum rate of \$15.00 per visit until the

applicable provincial benefit plan is exhausted and at a maximum rate of \$25.00 per visit thereafter, to an annual maximum of \$465.00.

(B) Treatments provided by a Practitioner of Chiropractic, when prescribed by a physician, and a Practitioner of Podiatry are eligible. Podiatry treatments are eligible when they occur subsequent to the exhaustion of the applicable provincial benefit period maximum. These benefits will be reimbursed at a maximum rate of \$11.45 per visit for either Podiatry or Chiropractic. The annual combined maximum of \$325.00 per benefit year per covered person.

(C) The services of a Doctor of Naturopathy (N.D.) are an eligible benefit and will be reimbursed at a maximum of \$25.00 per visit. The annual maximum is \$325.00 per benefit year per covered person.

(D) The services of a Registered Massage Therapist are an eligible benefit, when prescribed by a physician and will be reimbursed at a maximum of \$45.00 per visit, to an annual maximum of \$200.00 per benefit year per covered person.

VI. Exclusions

The above listed paramedical benefits do not include and no benefits are payable:

(A) for remedies, supplies, vitamins, herbal medications or preparations;

(B) where the service is necessary as a result of a motor vehicle accident, unless there is no such coverage under a motor vehicle insurance policy or such coverage has been exhausted; and

(C) if the covered person is a resident of a long term care facility, unless such services otherwise provided by the long term care facility has been exhausted.

**EXHIBIT X
EXTENDED HEALTH CARE SERVICES**

I. Company Arrangements

The Company shall make available Extended Health Care Services as set forth in this Exhibit as follows:

II. Enrollment Classifications

Extended Health Care Services coverage for an eligible employee, retired employee or surviving spouse shall include coverage for dependents as they are defined in Section 1(b) of the H-S-M-D-D-V Program.

III. Description of Benefits

Extended Health Care Services will be payable subject to conditions herein. Any failure to comply with any of the conditions herein may result in non-payment of a claim.

IV. Eligible Benefits and Limitations

(A) Out-of-Province Coverage – Supplementary coverage is provided to pay physicians, or to reimburse patients, for covered medical-surgical and hospital expenses incurred under certain circumstances outside the patient's province of residence. "Covered services" are those medical-surgical services for which a fee is scheduled under the fee schedule for the provincial medical-surgical plan and those hospital services for which a benefit is provided under the ward coverage of the provincial hospital.

Benefits are provided under such coverage upon submission of proof satisfactory to the Insurer that a member received covered services out of the province of his/her residence because of:

- (i) accidental injury or emergency medical-surgical services, or
- (ii) referral for medical-surgical care by the member's attending physician.

The benefit payment for covered medical-surgical expenses incurred equals the fee charged for such services less the fee scheduled under the provincial medical-surgical plan for the covered services received, but only to the extent that the fee charged is reasonable and customary in the area where covered services are received.

The benefit payment for covered hospital expenses incurred equals the hospital's charge for covered services in semi-private accommodations, less the sum of the payments made by the provincial and supplementary hospital plans.

(B) Special Assistance for Out-of-Province Claims – World Access Canada, an international medical service organization, is retained by the carrier to provide special assistance regarding facilitating claims payment and funds transfers to a provider (i.e. physician, hospital or clinic) for hospital, surgical, medical services covered under the patient's out-of-province hospital, surgical, medical expense benefits plan and provincial health insurance plan. Such assistance will provide that the payment for such covered medical services to the provider will be guaranteed by the carrier when the provider or covered patient calls a pre-arranged toll-free number. In cases where a provider will not agree to bill the patient's out-of-province hospital, surgical, medical expense benefit plan or the applicable provincial health insurance plan for covered services as provided above, the carrier will arrange for a direct payment of the eligible hospital, surgical, medical expenses to the provider or directly to the patient if such patient incurred eligible hospital-surgical-medical expenses resulting in financial hardship to the patient. Such direct payment to either the provider or the patient will be subject to proper claims submissions by the patient.

Insured persons are encouraged to contact World Access Canada whenever possible prior to incurring hospital, surgical, medical expenses so that patients can confirm that the services they are requesting will be covered medical expenses under the out-of-province plan. A multilingual World Access Canada assistance specialist can provide direction to the best available medical facility or physician that can provide the appropriate care. In serious medical cases, the World Access Canada physician will provide case management (i.e. the physician will follow the patient's medical progress to ensure that he/she is receiving the best available medical treatment and keep in constant communication with the patient's family, family physician and the treating physician). Patients who are hospitalized for treatment of an accidental injury or a medical emergency are advised to contact World Access Canada if their in-hospital treatment will continue beyond 5 days so that the World

Access Canada physician can consult with the treating physician and the patient's family physician and can arrange for air or land ambulance repatriation for the patient (and the patient's accompanying spouse) to a hospital in the patient's province of residence for such continuing treatment. Such repatriation is mandatory, where the attending physician and family physician or admitting physician determine that the patient is medically fit to travel and appropriate arrangements have been made to admit the patient into the provincial health care system.

Reimbursement will be provided (to a maximum of \$1,000.00) for the cost of returning the patient's personal use motor vehicle to their place of residence or nearest appropriate vehicle rental agency when the patient is repatriated to their province of residence.

(C) Ambulance Services – Land Ambulance: When it is medically essential for a covered patient to travel by a licensed land ambulance service (municipal, hospital, private or volunteer) either in the patient's province of residence or out of the patient's province of residence, and the patient's Provincial Government Health Insurance Plan makes a payment towards the cost, if available, a benefit will be provided for the patient co-payment charge, if any, up to the usual, reasonable and customary rate, as determined by the carrier, for the area where the service was received.

Emergency Air Ambulance Services: When it is medically necessary for a covered patient to travel by an air ambulance from a location in North America to the patient's province of residence, a benefit will be provided for the amount charged to the patient and, when necessary, for the air fare of an accompanying medical attendant as well as the air fare of an accompanying spouse, provided that:

- (1) there is a demonstrated need for the patient to be confined to a stretcher or for a medical attendant to accompany the patient during the journey;
- (2) the patient is admitted directly to a hospital in the patient's province of residence;
- (3) the patient's Provincial Government Health Insurance Plan makes a payment towards the cost, if available;
- (4) medical reports or certificates from both the dispatching and receiving physicians are submitted; and
- (5) proof of payment including air ticket vouchers or air charter invoices are submitted.

(D) Nursing Services – When there is a clear medical necessity for the nursing services of a registered nurse (RN) or a registered practical nurse (RPN), a benefit will be provided for the amount charged to the patient for such services for up to six (6) hours per day, provided that:

- (1) The nursing services are prescribed by a physician and the physician and/or appropriate party responsible for accessing applicable government programs and/or funding indicates:
 - a. the level of nursing skill required;
 - b. the amount of time in each day required for nursing services; and
 - c. the approximate length of time that nursing services are required.

- (2) The RN or RPN is not a relative.
- (3) The RN or RPN is currently registered with the appropriate nursing association when the services are performed.
- (4) The patient is not in an institution (i.e. hospital, long term care facility, etc.).
- (5) The rate charged for nursing care does not exceed the usual and customary charges for the applicable geographic area.
- (6) All applicable provincial or federal government assistance (based on age, disability, income, etc.) is applied for.

In determining the necessity for the nursing services and to ensure all available co-ordination with government programs the carrier will undertake an independent nursing services assessment.

(E) Personal Support Worker – A Personal Support Worker (PSW) commonly known as a homemaker or health care aid, is an eligible benefit when prescribed by a physician and only when used in conjunction with the Nursing Services benefit referenced in (D) above, provided that:

- (1) the Personal Support Worker must have a certificate from an accredited program and be employed by a provincially recognized, bonded health care provider;
- (2) reimbursement will be the amount charged to the covered person for such service up to \$25.00 per hour to a maximum of five (5) hours per week.

Benefits reimbursed under sections (D) and (E) above will be limited to a total annual maximum of \$12,000.00. Should any covered person reach the annual maximum of \$12,000.00 provided above for nursing services and personal support worker, their coverage will be continued at up to two (2) hours a day for the nursing services of a Graduate Registered Nurse (RN).

(F) Nutritional Supplements – In cases where it is medically necessary due to illness or a concomitant medical condition, nutritional supplements are a covered benefit when these products are prescribed by a physician as the sole source of nutrition either orally or by tube feeding. The following conditions must be met prior to approval:

(1) The individual must have an oropharyngeal or gastrointestinal disorder resulting in oesophageal dysfunction or dysphagia (i.e. neuromuscular disorder); or

(2) The individual must have a maldigestion or malabsorption or significant stomach failure where food is not tolerated (i.e. pancreatic insufficiency); or

(3) The individual must have a primary diagnosis of cancer and be actively receiving chemotherapy, radiation therapy or palliative care. The benefit will be limited to the lesser of 220 servings or \$500.00 per year and available only when the individual would qualify for the Nursing Services benefit. All applicable Provincial and Federal government assistance must be applied for prior to consideration for coverage and an assessment and re-evaluation of the patient's condition must be done on a semi- annual basis.

Exclusions under this program include but are not limited to prescribed weight loss in the treatment of obesity, food allergies, body building, meal replacement, convenience, or as a replacement to breast feeding. Individuals that are able to tolerate some solid foods and require only supplementation in addition to food will not be eligible for this benefit.

(G) Speech Therapy – In cases where an employee or eligible dependent require speech therapy as prescribed by a physician and the therapy is provided by a Speech Language Pathologist or Speech Therapist, as licensed under the appropriate provincial College of Audiologists and Speech Language Pathologists, and only after all provincial and federal government programs and/or assistance has been applied for and accessed reimbursement will be provided for such therapy. The annual maximum for such therapy is limited to \$1,100.00 per participant, and shall include reimbursement of a one-time only initial assessment fee, to a maximum of \$125.00.

The benefit does not include the cost of subsequent hearing aid tests, other assessment tools, any supplies, handbooks, tapes, forms, reports or follow-up correspondence.

(H) Psychologist Services – In cases where an employee or eligible dependent requires counselling services for personal, family or marital problems, a benefit will be provided toward this service.

Counselling provided by a registered clinical psychologist or a Master of Social Work will be reimbursed at a rate of \$50.00 per visit. The annual maximum is \$625.00 per benefit year per participant.

For eligible dependent children under the age of fourteen (14), a psychological assessment performed by a registered clinical psychologist may be reimbursed once in a lifetime, to a maximum of \$500.00. Any amounts claimed for psychological assessments will be included in the annual psychological services maximum set out above for the year in which it is claimed.

The benefit is provided only for counselling, and a one-time psychological assessment, and is not intended to cover the costs of any forms, reports other than psychological assessment, or follow up correspondence.

LETTERS - H-S-M-D-D-V

March 1, 1994

National Representative
CAW-Canada
205 Placer Court
Willowdale, Ontario
M2H 3H9

Dear Mr. Feil:

This is to confirm the understanding given during 1976 contract discussions as to the implementation of Section 1 (d) and Section 8 of the H-S-M-D-D-V Program set out in Appendix 'A'.

The Company undertakes that the options available thereunder to provide for coordination of benefits with respect to Hospital-Surgical-Medical-Drug-Dental-Vision-Hearing Aid Expense Benefits or to provide a plan of Hospital-Surgical-Medical-Drug-Dental-Vision-Hearing Aid Expense Benefits supplementary to such government benefits or substitute a plan of Hospital-Surgical-Medical-Drug-Dental-Vision-Hearing Aid Expense Benefits for such governmental benefits will not be exercised except by mutual agreement between the Company and the Union.

Yours very truly,
FORD MOTOR COMPANY OF CANADA, Limited
P.L. McBain
Employee Relations Manager
Oakville Assembly Plant

March 1, 1994

Mr. B.A. Feil
National Representative
CAW-Canada
205 Placer Court
Willowdale, Ontario
M2H 3H9

Dear Mr. Feil:

This will confirm our understanding with respect to prescription drug coverage for employees, retired employees, surviving spouses and their eligible dependents who are age 65 or older.

Prescription drug benefits for residents of Ontario who are age 65 or older are available without cost to the individual under the Ontario Drug Benefit Program. It is understood that Ontario residents age 65 or older who are eligible for prescription drug coverage under the H-S-M-D-D-V Program shall be required to present their prescriptions for dispensing under the Ontario Drug Benefit Program. Benefits as outlined under exhibit VIII of the HSMDDV Program shall continue to be provided for covered prescription drug expenses to the extent that benefit coverage for such expenses is not available under the Ontario Drug Benefit Program.

Yours very truly,
FORD MOTOR COMPANY OF CANADA, Limited
P.L. McBain
Employee Relations Manager
Oakville Assembly Plant

March 1, 1994

Mr. B.A. Feil
National Representative
CAW-Canada
205 Placer Court
Willowdale, Ontario
M2H 3H9

Dear Mr. Feil:

With reference to Section 1 of the H-S-M-D-D-V Program, the term "eligible dependents as defined in the said Plans" shall include for purposes of the H-S-M-D-

D-V Program, "children under 25 years of age, or at any age if totally and permanently disabled, who are unmarried, legally residing with and dependent on the employee and must either qualify in the current year as a dependent under the Canadian Income Tax Act for establishing the employee's withholding tax exemptions or have been reported as a dependent on the employee's most recent income tax return".

This undertaking reflects the provisions of the Minutes of Settlement related to the Collective Agreement dated February 24, 1965, which were implemented by the Company effective November 1, 1966.

Yours very truly,
FORD MOTOR COMPANY OF CANADA, Limited
P.L. McBain
Employee Relations Manager
Oakville Assembly Plant

March 1, 1994

Mr. B.A. Feil
National Representative
CAW-Canada
205 Placer Court
Willowdale, Ontario
M2H 3H9

Dear Mr. Feil:

During these negotiations, the parties renewed their commitment for the Company-Union Committee defined in Exhibit II of the HSMDDV Program and Section 17 of the Group Life and Disability Insurance Program to investigate, consider and, upon mutual agreement, engage in activities that may have high potential for cost savings, while achieving the maximum coverages and service for the employee covered for health care benefits. These activities may also include the implementation of pilot programs to improve the functioning of the programs and reduce costs under the Group Life and Disability Insurance and the HSMDDV Programs.

The HSMDDV Program coverages to be discussed may include, but will not be limited to, the following:

- Study and evaluate mail order pharmacy arrangements and, if mutually acceptable, implement a pilot program that will give employees, retired employees and surviving spouses an option to purchase their drugs through a mail order pharmacy without the requirements of a co-pay.
- Consider implementing alternative systems for the delivery of benefits such as dental capitation plans and preferred provider organizations.
- Study and evaluate the CAW Medication Awareness Pilot Program in St. Catherines and the Sunnybrook Hospital Program to determine the feasibility of developing and implementing a similar program specifically for Chrysler employees and retirees.
- Review the drug products removed by the Ontario Drug Benefit Plan from their formulary that they have determined to be no longer therapeutically necessary or because there is a cheaper substitute available, in order to determine whether such drug products should also be removed from the employee's Drug Plan.
- Study the proposed Ontario long term care program which includes alternatives to extended care in nursing homes and homes for the aged.
- Study and evaluate the concept of a flat fee schedule for vision care benefits, in place of the current vision program utilizing participating providers.
- Meet with the carrier to discuss the implementation of a mutually acceptable third party adjudication process when the dental consultant and practitioner do not agree on an alternate dental procedure.

The Group Life and Disability Insurance Programs topics which may be discussed shall include:

- The integration of Extended Disability Benefits with the Unemployment Insurance disability benefits.

- A method of encouraging employees in receipt of EDB benefits and/or disability retirement benefits to reapply to Canada Pension Plan when initially denied disability benefits.
- Meet with London Life for the purpose of ensuring timely S&A payments and to discuss possible revisions to the supplementary form in an effort to reduce the frequency of the requests.

The parties agree that the Company-Union Committees will begin discussions on these issues as soon as practicable after negotiations and will meet no less frequently than three times each year.

Yours very truly,
P.L. McBain
Employee Relations Manager
Oakville Assembly Plant

March 1, 1994

Mr. B.A. Feil
National Representative
CAW-Canada
205 Placer Court
Willowdale, Ontario
M2H 3H9

Dear Mr. Feil:

Where permitted by Green Shield Prepaid Services Inc., The Excelsior Life Insurance Company, or their affiliates, and Ontario Health Insurance Plans, under the policies or contracts under which the employee is covered, the Company may permit an employee to elect hospital, medical, prescription drug, vision, hearing aid coverages (but not dental expense coverage) for a dependent other than those presently provided for, who is related to the employee by blood or marriage or a member of his household, dependent upon the employee for more than half of his support as defined in the Canadian Income Tax Act and must either qualify in the current year as a dependent under the Canadian Income Tax Act for establishing the employee's withholding tax exemptions or have been reported as a dependent on the employee's most recent Income Tax return.

Coverages provided under this letter for a dependent enrolled at the time of an employee's death may be continued at the option of the employee's surviving spouse while such spouse is enrolled for coverages as provided in Section 2 (e) and Section 4 (d).

The employee or surviving spouse as applicable shall pay the entire cost of coverage for such dependents.

Yours very truly,
P.L. McBain
Employee Relations Manager

March 1, 1994

Mr. B.A. Feil
National Representative
CAW-Canada
205 Placer Court
Willowdale, Ontario
M2H 3H9

Dear Mr. Feil:

During 1982 negotiations, we were requested to provide you with a letter relative to retroactive hospital-surgical-medical-drug-dental-vision-hearing aid coverages for surviving spouses and their eligible dependents. Subject to the regulations of the applicable plan the Company will attempt to arrange with Ontario Health Insurance Plan, Green Shield Prepaid Services Inc., and The Excelsior Life Insurance Company, or their affiliates, to provide retroactive coverage in accordance with the following:

1. Coverage for the eligible surviving spouses and their eligible dependents referred to in section 2(e) of the Insurance Program, not enrolled for coverage following the date the employee or retired employee dies, will be effective retroactive to the date coverage would have been effective if enrollment had occurred at the proper time; however, the retroactivity may not exceed twelve months from the date the enrollment actually occurred, and in no event may such retroactive coverage be effective prior to the date the survivor became eligible for coverage under the agreement.
2. The Company will pay the group premium or subscription charges due for all retroactive coverage referred to above.

Yours very truly,
FORD MOTOR COMPANY OF CANADA, Limited
P.L. McBain
Employee Relations Manager

March 1, 1994

Mr. B.A. Feil
National Representative
CAW-Canada
205 Placer Court
Willowdale, Ontario
M2H 3H9

Dear Mr. Feil:

This will confirm our understanding reached during 1982 negotiations with respect to employees or retired employees receiving services through approved residential substance abuse treatment facilities.

The Company shall make arrangements to provide coverage for the payment of any daily charge levied on an employee or a retired employee who is under treatment for substance abuse in a residential substance abuse treatment facility which has been approved by the Company Medical Director. Benefits will be provided under such coverage only for employees who are actively involved in the Ford-UAW substance abuse program and are admitted to a treatment facility on the recommendation of the Company Medical Director.

The payment of such benefits will be contingent upon the employee's or retired employee's successful completion of required treatment.

Yours very truly,
FORD MOTOR COMPANY OF CANADA, Limited
P.L. McBain
Employee Relations Manager

Concur:

March 1, 1994

Mr. B.A. Feil
National Representative
CAW-Canada
205 Placer Court
Willowdale, Ontario
M2H 3H9

Dear Mr. Feil:

During the recent negotiations, the Union expressed concern that employees and their eligible dependents did not have current information on their dental benefit utilization during a Plan year.

The Company agreed to ask the dental expense benefit carrier to show Plan year-to-date benefit payments on the explanation of benefits accompanying each benefit payment.

Yours very truly,
FORD MOTOR COMPANY OF CANADA, Limited
P. L. McBain
Employee Relations Manager
Oakville Assembly Plant

Concur:

September 16, 2003

Mr. Alex Keeney
National Representative
CAW-Canada
2345 Central Avenue
Windsor, ON
M8W 4J1

Dear Mr. Keeney:

This will confirm our understanding reached during 2003 negotiations with respect to carriers for health care coverages provided for salaried employees represented by Local 1256 in the Province of Ontario.

It was also agreed that the Company shall continue arrangements with Green Shield Canada to be the carrier for the Prescription Drug Benefits, Semi-Private Hospital Accommodation Benefit, Out of Province Coverage, Prosthetic Appliance and Durable Medical Equipment Expense Benefits Program, and Long Term Care Facility Expense Benefits for salaried employees in the Province of Ontario.

Effective October 1, 2003, or as soon as practicable thereafter, the Company will arrange to change the carrier for the Dental Expense Benefits Program, Vision Expense Benefits Program and Hearing Aid Expense Benefits Program for salaried employees in the Province of Ontario to Green Shield Canada.

Yours very truly,
FORD MOTOR COMPANY OF CANADA, Limited
M. J. Southon
Director, Labour Affairs

September 23, 2013

Mr. R. Macdonald
National Representative
UNIFOR
140 Pinevalley Boulevard
London, ON N6K 3X3

Dear Mr. Macdonald,

During the **2013** negotiations, the parties agreed to provide an annual Medical Expense Allowance (MEA) for eligible **Supplemental** employees.

The annual Medical Expense Allowance (MEA) will be in the amount of **\$1,800.00**. At the employee's option, coverage for eligible dependents may be included within the total MEA amount. To be eligible, employees must have worked one thousand (1,000) hours in the previous calendar year and be on roll on the first day of the MEA benefit year. The MEA benefit year will be March 1st to the end of February of the following year.

Funds may be applied to any expense: defined by CCRA (Canada Customs and Revenue Agency) as a "medical expense", and incurred during the MEA benefit year. Claims will be reimbursed on a 30%/70% employee/insurer co-pay of the eligible benefit amount. Funds remaining upon completion of the current MEA year may be carried forward to the following year. Unused carried forward funds will be forfeited at the end of the MEA year into which they were carried forward. Balances in place upon termination of employment are forfeited.

Yours very truly,
FORD MOTOR COMPANY OF CANADA, Limited
M. J. Hyland
Manager, Labour Affairs

September 16, 2006

Mr. Alex Keeney
National Representative
CAW-Canada
2345 Central Avenue
Windsor, ON
N8W 4J1

Dear Mr. Keeney:

During 2006 negotiations, the parties discussed the revisions to the drug plan and the concerns of the union that a brand name drug may be prescribed in lieu of a generic equivalent. In the case where a physician indicates a brand name drug is medically required, Green Shield Canada must be provided with a copy of the "Canadian Adverse Drug Reaction Monitoring Program" form completed by the physician that has been submitted to Health Canada to determine eligibility for payment of the cost of the prescribed drug. If it is determined that the brand name drug is medically required, the plan will pay the cost of the brand name drug.

Yours very truly,
FORD MOTOR COMPANY OF CANADA, Limited
M. J. Southon
Director, Labour Affairs

September 16, 2006

Mr. Alex Keeney
National Representative
CAW-Canada
2345 Central Avenue
Windsor, ON
N8W 4J1

Dear Mr. Keeney:

During 2006 negotiations, the union requested that employees be provided with a plasticized Green Shield Canada benefit identification card to replace their current paper card.

The company agreed to explore with Green Shield Canada the feasibility of providing employees with a more durable card.

Yours very truly,
FORD MOTOR COMPANY OF CANADA, Limited
M. J. Southon
Director, Labour Affairs

September 23, 2013

Mr. R. Macdonald
National Representative
UNIFOR
140 Pinevalley Boulevard
London, ON
N6K 3X3

Dear Mr. Macdonald:

During 2013 negotiations, the Union and the Company agreed that a health care trust may be established to provide retiree health care benefits for employees hired on or after September 23, 2013. The Company will make specified hourly contributions towards such retiree health care beginning only after the new hire has grown in to the full current monthly base rate. The contributions will be phased in over a number of years to be agreed to by the Union and the Company to a maximum of \$1 per compensated hour (up to 2,080 hours per year). Such employees will receive no health care benefits (eg. hospital, surgical, medical, drug, dental, vision, hearing aid, paramedical, extended health care services and provincial medical) from the Company. Coverage will be maintained by the Company under the Group Life Insurance, Optional Dependent Life Insurance and the Dependent Scholarship programs, where applicable.

The mechanisms and details of how the retiree health care contributions will be administered will be agreed to by the Union and the Company before the first contribution comes into effect. Beyond these defined hourly contributions, there will be no liability incurred by the Company for retiree health benefits for these employees. The parties agree that tax implications to the Company will be considered when determining the process by which the health care contributions are made.

Yours very truly,
FORD MOTOR COMPANY OF CANADA, Limited
M.J. Hyland
Manager, Labour Affairs

APPENDIX B
MEMORANDUM OF UNDERSTANDING
SUPPLEMENTAL EMPLOYEES

Supplemental employees are employees hired by the Company; their rights and benefits shall be as indicated below:

1. On days they are scheduled to work, they may be scheduled for all or any part of the scheduled hours for the department to which they are assigned.
2. They may be scheduled to work daily overtime or on days for which full-time employees receive premium pay as such if they do not displace full-time employees.
3. The utilization of **supplemental** employees shall not be considered an infringement of the rights of full-time employees under this Collective Agreement. Seniority employees who are laid off or who are to be laid off may request to displace **supplemental** employees. Seniority employees who are utilized as **supplemental** employees will be required to comply with the work schedule for **supplemental** employees.
4. Seniority employees who are utilized as **supplemental** employees shall continue to accumulate seniority and shall be entitled to all the benefits of seniority employees except Supplemental Unemployment Benefits (SUB), Separation Payments and Automatic Short Work Week Benefits. Such employees will not be entitled to SUB Credit Units on the basis of pay for such week and will not be considered to be on the active employment rolls for purposes of crediting Guaranteed Annual Income Credit Units. Such employees will be paid an hourly rate determined by dividing the base monthly salary applicable at the time of layoff by 173.333.

The base hourly rate for **supplemental** employees shall remain the same as at the expiration of the agreement between the company and the union dated **November 16, 2009**.

In addition, **supplemental** employees will receive premium payments in accordance with sections 9.01(a), 11.01(a) and 11.01(b).

5. A **supplemental** employee shall accrue no credit toward acquiring seniority. In the event such employees become full-time employees, they shall be considered as rehires and shall receive no credit towards acquiring seniority for the time they were employed as **supplemental** employees.
6. A **supplemental** employee shall be entitled to union representation, including access to the regular grievance procedure, in cases of alleged violation of rights arising out of this agreement.
7. A **supplemental** employee shall have only the benefits expressly provided below:
 - (a) Company contributions to Employment Insurance;
 - (b) Company contributions to Canada Pension Plan;
 - (c) Company contributions to Workers' Compensation;
 - (d) Vacation and Holiday pay as provided under the Ontario Employment Standards Act.

APPENDIX C
Ford of Canada
CAW Locals 240 and 1256
Schedule of Base Monthly Salaries
For Employees Hired or Rehired

Base Monthly Salary as at:	Plant Protection Officer	Fire Inspector
September 16, 2008	\$4531.57	\$4590.59

Hiring-in Rates

An employee hired or rehired into the bargaining unit after November 16, 2009 **but before September 23, 2013** shall be paid a hiring-in rate of 85% of the regular salary for the classification to which he/she is assigned.

Effective the first pay period after fifty-two (52) weeks of employment, such employee shall receive an increase to 92.5% of the regular salary for the classification to which he/she is assigned.

Effective the first pay period after one hundred and four (104) weeks of employment, such employee shall receive the regular salary for the classification to which he/she is assigned.

An employee hired or rehired into the bargaining unit on or after **September 23, 2013** shall be paid a hiring-in-rate of **60%** of the regular **starting** salary for the classification to which he/she is assigned. **For the purpose of this Appendix, regular starting salary shall mean the regular salary for the classification to which an employee is assigned, in effect as of September 23, 2013.**

Effective the first pay period **upon completion of three (3) year** of employment, such employee shall receive an increase to **65%** of the regular **starting** salary for the classification to which he/she is assigned.

Effective the first pay period **upon completion of four (4) years** of employment, such employee shall receive an increase to **70%** of the regular **starting** salary for the classification to which he/she is assigned.

Effective the first pay period **upon completion of six (6) years** of employment, such employee shall receive an increase to **75%** of the regular **starting** salary for the classification to which he/she is assigned.

Effective the first pay period **upon completion of seven (7) years** of employment, such employee shall receive an increase to **80%** of the regular **starting** salary for the classification to which he/she is assigned.

Effective the first pay period **upon completion of eight (8) years** of employment, such employee shall receive an increase to **85%** of the regular salary for the classification to which he/she is assigned.

Effective the first pay period upon completion of nine (9) years of employment, such employee shall receive an increase to 90% of the regular starting salary for the classification to which he/she is assigned.

Effective the first pay period upon completion of ten (10) years of employment, such employee shall receive the regular starting salary rate for the classification to which he/she is assigned.

Each year thereafter, such employee shall receive an annual increase of up to 5% until such employee reaches the current regular starting salary for the classification to which he/she is assigned.

Supplemental employees who are hired full-time will be credited for their years of service for the purposes of determining the starting base salary. In the event that the starting base salary is lower than the rate of a supplemental employee, the latter rate will be maintained until the starting base salary is higher than the supplemental rate.

APPENDIX D
HARASSMENT/DISCRIMINATION
INTERNAL COMPLAINT RESOLUTION PROCEDURE ("The Procedure")

During the current negotiations, the parties discussed Human Rights issues in the workplace. The parties have committed to implementing the Procedure for the benefit of all Ford Motor Company of Canada, Limited employees. In addition, the parties agreed to outline the Procedure within the context of this Appendix.

Ford Motor Company of Canada, Limited and the National Union CAW are committed to providing a harassment and discrimination free workplace. Providing fair and equitable treatment for all employees is best achieved in an environment where all individuals interact with mutual respect for each others' rights, dignity, and worth.

Workplace Harassment/Discrimination Policy

Every employee has the right to work in an environment free of discrimination and harassment. This right includes the responsibility on the part of all employees to eliminate harassment and discrimination in our workplace, whether by employees, suppliers, contractors, or other non-employees at the workplace. The policy and procedure set out below will act as a guide to employees in adhering to legal requirements and social guidelines regarding the recognition and prevention of harassment and discrimination.

This policy exists to underline the seriousness of workplace harassment and discrimination and to establish that there is no acceptable level of harassment or discrimination at Ford of Canada. Harassment, discrimination, or solicitation, whether verbal, physical, or environmental is unacceptable, and will not be tolerated. Employees who feel that they are being harassed, solicited, or discriminated against are encouraged to seek protection under this policy.

Definitions

For the purposes of this Appendix, Employee includes any person within any bargaining unit recognized in the Collective Agreement.

The Workplace is defined as any company facility and includes areas such as offices, shop floors, restrooms, cafeterias, lockers, conference rooms, and parking lots. In addition, it also includes all non-company locations or facilities that are attended by Employees in the course of their employment.

Discrimination is defined as unequal treatment of an individual based on one of the following grounds rather than individual merit: race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, sex, sexual orientation, age, record of offences, marital status, family status, or disability, or other grounds prohibited by applicable human rights laws.

Discrimination may be direct when it takes the form of explicit discrimination by a person acting on his or her own behalf or it can be systemic when it is of any type (direct, indirect, or constructive) when it pervades an employment system within the Workplace.

Harassment is defined as a "course of vexatious comment or conduct that is known or ought reasonably be known to be unwelcome", that denies individual dignity and respect on the basis of any of the following grounds: race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, sex, sexual orientation, age, record of offences, marital status, family status, disability, or other grounds prohibited by applicable human rights laws.

Harassment includes, but is not limited to, the following examples of comment or conduct that are based on a prohibited ground:

- Unwelcome remarks, jokes, innuendoes or taunting about another's body, attire, gender, disability, **religious practices**, racial or ethnic background, sexual orientation, **partnership status**, etc., which causes awkwardness or embarrassment.
- Refusing to work or share facilities with another employee because of the other's gender, disability, sexual orientation, racial, religious or ethnic background, etc.
- **Defacing religious articles or icons.**
- Backlash or retaliation for the lodging of a complaint or participation in an investigation.

Sexual harassment, as a specific form of harassment, is defined as unwelcome or unwanted conduct of a physical or verbal sexual nature, and this conduct substantially interferes with an individual's employment or creates an intimidating, hostile, or offensive work environment.

The use of social media communication such as email, texting, web-based discussion forums both within and outside of the workplace to convey vexatious or discriminatory comments about another worker to diminish his/her potential for respectful workplace for those workers can be applied as sufficient grounds for investigation of complaint.

Sexual harassment includes but is not limited to:

- Displaying visuals of a sexual or otherwise sexually suggestive nature such as pornographic pictures, posters, cartoons or simulation of body parts.
- Leering (suggestive staring) or other gestures.
- Verbal commentary of a sexual nature, obscene comments, or insults about the individual.
- Unnecessary physical contact such as touching, patting, pinching, or assault.

Sexual solicitation is defined as an advance made by a person in a position to confer, grant, or deny a benefit or advancement to the person being solicited where the person making the solicitation knows or ought to know that it is unwelcome, or where there is a reprisal or a threat of reprisal for the rejection of the solicitation by a person in a position to confer, grant, or deny a benefit or advancement.

Supervisory Responsibilities and Frivolous Complaints

Properly discharged supervisory responsibilities, including disciplinary action or conduct that does not interfere with a climate of understanding and respect for the dignity and worth of Ford of Canada employees, are not harassment or discrimination.

The pursuit of frivolous allegations through this procedure could have a detrimental effect on the spirit and intent for which this policy was rightfully developed and such allegations will be discouraged.

Filing a Complaint

If an employee believes that he/she has been harassed, solicited, and/or discriminated against as defined in this policy, that employee (hereinafter called the Complainant) should:

- tell the alleged harasser(s)/solicitor(s)/discriminator(s) (hereinafter called the Respondent(s)) to stop, if possible;
- document the event(s), complete with the time, date, location, names of witnesses and details of each event, if possible.
If the Complainant does not feel able to approach the Respondent(s) directly, or, if after being told to stop, the Respondent(s) continues, the Complainant should:
- lodge a complaint either directly or through a person on his/her behalf with any company or union representative, including any employment equity or Human Resources representative.

Investigation

In minor cases, the company and union agree that the union may try to resolve a harassment or discrimination complaint informally using the CAW Internal Procedure without a full investigation when so requested by the Complainant. The outcome of this attempted resolution will be communicated to the company employment equity representative. If the Complainant disagrees with the attempted resolution, or if the complaint involves more than minor issues, there will be a joint investigation of the complaint according to established methods. Once informed of a complaint requiring joint investigation, the representative will immediately inform his/her counterpart and together these two will conduct a thorough joint investigation according to established methods. Where the Complainant is a woman and the complaint involves sexual harassment, sexual solicitation, or gender discrimination, the joint investigation team will include at least one woman.

The joint investigation will include an interview of the Complainant and may include interviewing the Respondent(s), witnesses and other persons named in the complaint. If any CAW member who is to be interviewed, so wishes, he/she may have union representation present during the interview. It is the intention of the union and the company that, in most cases, the investigation will take place within five (5) days and shall be concluded within fourteen (14) days after lodging a complaint.

The Company and the Union recognize the importance of maintaining confidentiality with respect to Appendix "D" complaints. The parties will select the interview time and location having consideration for the need to maintain confidentiality. The identity of the Complainant, the Respondent(s), and the nature of the complaint will be kept confidential and only persons with a need to know will be informed of the complaint. Records of the investigation, including interviews, evidence and recommendations will

be securely maintained in the offices of the company employment equity representative and the local union president or designate.

Resolution

Upon completion of their investigation, the joint investigators will meet with and present their recommendations for resolution to the company's local Decision Review Committee (the "Committee"). The Committee will be comprised of two senior managers appointed by the Plant manager. These appointees will have been appropriately trained regarding harassment and discrimination issues.

The Committee will review the investigation report and the recommendations for resolution. While in most cases this material will form the basis for the committee's decision, the Committee is not precluded from contacting other sources, including separately interviewing the Complainant and the Respondent(s) if necessary, in order to render a proper disposition. If any CAW member who is to be interviewed, so wishes, he/she may have union representation present at the interview. In addition, the Committee may review the potential disposition with the Complainant in an effort to ensure that the resolution appropriately addresses his/her concerns. The Committee will conduct its interviews and deliberations in the same confidential manner as is required of the joint investigation team, and all Committee records will be securely maintained in the offices of the Committee members.

The union and the company agree that in most cases, the Committee's decision will be rendered within twenty-one (21) days of the presentation of the investigators' recommendations. The Committee will render its decision in writing and will provide copies to the Complainant, the Respondent(s), and the designated union representative.

If the Complainant is not satisfied with the disposition of the Committee, he/she may appeal the decision to the company's National Review Board (the "Board"). If the Respondent(s) is not satisfied with the decision, he/she may appeal to the Board or file a grievance pursuant to the Collective Agreement. The Board will consist of the following individuals: the company's human resources manager, a member of the central labour relations staff, and a member of the company's legal department.

Appeals will be heard by the Board within twenty-one (21) days of their filing. The hearings shall be held in as informal a manner as is reasonably possible.

The Board will establish basic written rules for the conduct of appeals and will make such rules available to the parties prior to the start of each appeal.

The Board shall allow the parties a fair opportunity to present their evidence and positions including what they believe would be a fair and reasonable disposition of the complaint under appeal. The Board will conduct its interviews and deliberations in the same confidential manner as is required of the joint investigation team, and all Board records will be securely maintained. If any CAW member who is to be interviewed, so wishes, he/she may have union representation present at the Appeal. The Board shall provide the parties to the Appeal with a written decision within fourteen (14) days of the conclusion of the Appeal.

It is the intention of the union and the company that, in most cases, the entire time frame between the initial lodging of the complaint and the rendering of the appeal decision of the Board should take no longer than ninety (90) days. It is understood that the Procedure is intended to be a "user-friendly" method to resolve complaints of harassment or discrimination at company facilities.

The pursuit of frivolous allegations through the Procedure could have a detrimental effect on the spirit and intent for which this policy was rightfully developed and such allegations should be discouraged by the union and the company.

Right to Refuse

A bargaining unit employee alleging harassment or discrimination in the workplace is encouraged to use the above procedure to resolve a complaint. However, it is agreed, in principle, that in serious cases of harassment or discrimination, or when the safety of an employee is being threatened directly or indirectly by the Respondent(s), it may be necessary for that employee to leave the job. Before any employee takes such action, the parties agree that details with respect to the procedure regarding the ability of employees to leave their jobs as outlined above will be developed by the Master Employment Equity Committee and will be implemented as part of the Procedure no later than June 30, 2004.

The purpose of this Policy and Procedure is to allow the CAW and Ford of Canada the opportunity to address and resolve internal problems related to the objective of achieving a harassment and discrimination free workplace. This Policy and Procedure in no way precludes the Complainant's right to seek action under the applicable Human Rights legislation.

The parties also agree to communicate this information about the Procedure to the workforce prior to June 30, 2004 through local union newsletters, bulletin board notices and company publications or any other mutually agreed upon method of communication.

Recommended Investigation Guidelines are outlined below for the use of the investigators.

INVESTIGATION GUIDELINES

Complaint

Every effort should be made to have the Complainant submit a written complaint.

This request should be submitted in a supportive, rather than an intimidating manner.

A written complaint enables the Respondent(s) and the investigators to deal with a clear and concise description of allegations. Therefore, if the Complainant does not file a written complaint, the investigator(s) will draft a written form of complaint which the Complainant will have an opportunity to review and consent to.

Prior to the Investigation

Before commencing an investigation, the investigators should consider and recommend to company management how to address the interim situation during the investigation. Consideration may be given to whether the Complainant and/or the Respondent(s) be moved to a new assignment or sent home.

The Respondent(s) should be advised of the existence of the complaint at the beginning of the investigative procedure. The investigators must determine the extent of the details provided based on each specific case. In some cases, it would be appropriate to put all the allegations to the Respondent(s) immediately and hear his or her response. In other cases, the investigators may wish to interview others first and establish some factual context for the interview with the Respondent(s), in which case

the Respondent(s) may be informed of the existence of the complaint and its general nature and told he or she will be provided with details and interviewed later.

Interviews

To ensure an effective investigation and accurate documentation of the investigation:

- a) the Complainant, the Respondent(s), and the pertinent witnesses for both the Complainant and the Respondent(s) will be interviewed;
- b) the interview timing and location will recognize the need to conduct the investigation in a confidential manner;
- c) the investigators will prepare detailed and accurate notes of each interview;
- d) in some cases, if permitted by the interviewee, the interview will be tape-recorded;
- e) in serious cases, the investigators may wish to have a transcriber prepare a verbatim record;
- f) the investigators will prepare a summary of each interview and ask the interviewee to review, date, and sign the summary;
- g) an interviewee may request and obtain any record, written or tape-recorded, of his or her own interview, but not that of other interviewees.

After the Interviews

The Complainant and the Respondent(s) will not be provided with copies of the interview summaries prepared by the investigators, other than their own interview records.

However, the Complainant and the Respondent(s) will be provided with the names of witnesses, if these are required to enable them to respond. They do not have the right to confront witnesses or to cross-examine them.

Investigators' Report

The investigators will meet with the Decision Review Committee to present their written findings. This document serves as a record of the basis of the company's decision. It should include: the allegations and defence, the evidence obtained, an analysis of the evidence for its relevance and credibility, the findings as to whether the allegations of discrimination, harassment, sexual harassment, or sexual solicitation are, or are not, proven on the balance of probabilities (i.e., more likely than not), and any factors which may affect disciplinary action.

APPENDIX E
MEMORANDUM OF AGREEMENT

between

FORD MOTOR COMPANY OF CANADA, LIMITED

- and -

NATIONAL UNION, CAW, AND ITS LOCALS 195 AND 1256

In accordance with the Labour Relations Act 1995, the Ford Motor Company of Canada, Limited filed an application to discontinue the CAW as the bargaining agent for the company's security guards in Windsor (Local 195) and Oakville (Local 1256). Since that time, a number of discussions have been held between the parties which has resulted in the following agreement.

- **WITHDRAWAL OF APPLICATION TO THE ONTARIO LABOUR RELATIONS BOARD**

The company agrees to withdraw its applications #3866-95-R and #3867-95-R to discontinue the union as bargaining agent for the Ford Motor Company of Canada, Limited security guards in Locals 195 and 1256 respectively.

- **CONFLICT OF INTEREST**

The parties recognize that security personnel are placed in a potential conflict of interest when they and the employees they monitor are members of the same union. The parties agree to the following provisions to ensure that this conflict is minimized to the greatest extent possible.

- It is agreed that the union and its members individually and collectively shall not cause, permit, or take part in any strikes, picketing, sit-down, stay-in, slow-down, or other curtailment or restriction of production or interference, or stoppage of work in or about the company's plants or premises and the company agrees not to engage in a lockout. Any employee who violates this provision will be subject to discharge.

- In the event that any dispute or difference between the company and any organization or group of persons (whether or not employed by the company) results or threatens to result in a strike, work stoppage, or other interference with the company's business, the union agrees and each member of the union agrees that, regardless of the persons, organization, or group involved in any such matter, employees represented by the union will continue to report for duty and will make every reasonable effort to fully discharge their duties.

- It is recognized by the parties to this agreement that, by the nature of their duties as security guards, the employees in the bargaining unit are bound faithfully to perform their duties notwithstanding the existence or the non-existence of an agreement, and this agreement accordingly shall not limit nor impair the continuing faithful performance of their duties by employees in the bargaining unit.

- Security personnel represented by the CAW will appear and testify on behalf of the company as required at trials, hearings, and/or arbitrations notwithstanding the CAW membership and/or status of the accused, complainant, or grievor.

- Unprofessional behaviour by a security guard which places him/her in a conflict of interest situation with respect to the direct interests of the Ford Motor Company of Canada, Limited will subject the guard to disciplinary action, including discharge.

- **AGREEMENT BETWEEN THE FORD MOTOR COMPANY OF CANADA, LIMITED AND THE NATIONAL UNION, CAW AND ITS LOCAL 195**

- The National Union CAW agrees that security guards represented by the CAW and employed by the Ford Motor Company of Canada, Limited at Windsor Engine Plant, Windsor Engine Plant #1 and Windsor Casting Plant will be affiliated with Local 240 effective July 1, 1996.

- The parties agree to extend the termination date of the current Collective Agreement from November 15, 1996 until May 15, 1997. The parties agree that neither of them shall exercise the right provided in sub-section 58(2) of the Labour Relations Act, 1995 to terminate the continuation of the Collective Agreement on notice prior to May 15, 1997 and that they shall maintain the Collective Agreement to that date and as provided below.

- **AGREEMENT BETWEEN THE FORD MOTOR COMPANY OF CANADA, LIMITED AND THE NATIONAL UNION, CAW AND ITS LOCAL 1256**

- The National Union, CAW agrees that security guards represented by the CAW and employed by the Ford Motor Company of Canada, Limited at the Oakville Assembly Plant and the Ontario Truck Plant will continue to be affiliated with Local 1256 on and after July 1, 1996.

- The parties agree to extend the termination date of the current Collective Agreement from November 15, 1996 until May 15, 1997. The parties agree that neither of them shall exercise the right provided in sub-section 58(2) of the Labour Relations Act, 1995 to terminate the continuation of the Collective Agreement on notice prior to May 15, 1997 and that they shall maintain the Collective Agreement to that date and as provided below.

- **TERM OF THE AGREEMENT**

The general provisions of these agreements shall become effective as of the first day of July, 1996 and shall remain in effect until the 14th day of May, 1997, at which time it will be incorporated into the Collective Agreement at Appendix E. Should no agreement be reached on wages or benefits prior to the 15th day of May, 1997, the parties agree to refer the issues to binding arbitration by an impartial umpire using the final offer selection method.

The umpire shall be a person jointly selected by the parties and shall continue to serve only so long as he/she shall be acceptable to both parties. In the event that the parties are unable to agree, they will request the Minister of Labour to appoint an arbitrator.

The parties also agree that the term of the new Collective Agreement which will become effective May 16, 1997 will be for forty (40) months with a termination date of September 15, 2000.

MEMORANDUM OF AGREEMENT entered into on the 15th day of September, 2000

BETWEEN:

FORD MOTOR COMPANY OF CANADA, Limited hereinafter designated as the "company"

- and -

NATIONAL UNION, C.A.W. AND ITS LOCALS 195 and 1256 hereinafter designated as the "union"

WITNESSETH:

FORD MOTOR COMPANY OF CANADA, Limited

M. J. Southon
B. W. Droppo
L.A. Provenzano
J.A. Guichelaar

NATIONAL UNION, CAW-CANADA

F. McAnally
D. A. McNabb
J. Franklin
D. Spehar

APPENDIX F
AGREEMENT CONCERNING MATERNITY, ADOPTION AND PARENTAL
LEAVES OF ABSENCE

SECTION 1. DEFINITIONS

- 1.1 "Active Service" - An Employee is in Active Service in any pay period in which they perform some work for the Company.
- 1.2 "Bargaining Unit" means a unit of employees covered by the Collective Agreement.
- 1.3 "Base Hourly Rate" as to an Hourly Employee means with respect to a Maternity, Adoption or Parental Allowance benefit, the Employee's straight-time hourly rate plus the amount of cost-of-living allowance in effect on the Employee's last day of work.
- 1.4 "Base Weekly Salary" as to a Salaried Employee means with respect to a Maternity, Adoption or Parental Allowance benefit, the Employee's weekly salary plus the amount of cost-of-living allowance in effect during the pay period in which the employee last worked.
- 1.5 "Collective Agreement" means any applicable collective agreement between the Company and the Union which incorporates this Plan by reference.
- 1.6 "Company" means Ford Motor Company of Canada, Limited.
- 1.7 "Employment Insurance Benefits" means an employment insurance special benefit as defined in Sec. 12.(3)(a) and Sec. 12.(3)(b) of the Canadian Employment Insurance Act.
- 1.8 "Seniority" means Seniority status under the Collective Agreement.
- 1.9 "Union" means National Automobile, Aerospace, Transportation and General Workers Union of Canada, (CAW-Canada).
- 1.10 "Weekly Straight-Time Pay" means an amount equal to an Hourly Employee's Base Hourly Rate multiplied by forty (40), or a Salaried Employee's Base Weekly Salary.

SECTION 2. MATERNITY LEAVE OF ABSENCE

A Maternity Leave of Absence will be granted, subject to the following:

- 2.1 The employee started her employment at least thirteen (13) weeks prior to the expected birth date.
- 2.2 The employee makes formal application for a Maternity Leave of Absence at least two (2) weeks prior to the date the leave is to begin. Such application must be accompanied by a certificate from a legally qualified medical practitioner stating the expected birth date.
- 2.3 (a) Section 2.2 will not apply to an employee who stops working because of complications caused by her pregnancy or because of a birth, still-birth, or miscarriage that happens earlier than the employee was expected to give birth.
- (b) Employees described in subsection (a) above must, within two weeks of stopping work provide:
- (i) written notice of the date the maternity leave began or is to begin; and
 - (ii) a certificate from a legally qualified medical practitioner that
 - (a) in the case of an employee who stops working because of complications caused by her pregnancy states the expected due date;
 - (b) in any other case, states the date of the birth, still-birth, or miscarriage and the date the employee was expected to give birth.

2.4 The leave may begin no earlier than seventeen (17) weeks before the expected birth date provided whenever an employee has a live birth, the leave must begin on the date of the birth. The leave may begin no later than the expected birth date or the date the baby is born, whichever is earlier.

2.5 The maternity leave of an employee who is entitled to take parental leave ends seventeen weeks after the maternity leave began or earlier if the employee provides four (4) weeks written notice.

2.6 The maternity leave of an employee who is not entitled to take parental leave ends on the later of the day that is seventeen weeks after the maternity leave began or the day that is six (6) weeks after the birth, still-birth or miscarriage.

2.7 Employees who are not eligible by reason of service will not be granted maternity leave. Personal leave of absence will be granted to such employees in lieu of maternity leave.

2.8 In the event a designated vacation shutdown period is scheduled during the period of Maternity Leave of Absence, the employee will be deemed to be on vacation and in receipt of his/her vacation pay for which he/she is eligible during such period. The balance of the Maternity Leave of Absence will be served following such designated shutdown period during which the employee was paid vacation pay.

SECTION 3. ADOPTION LEAVE OF ABSENCE

An Adoption Leave of Absence will be granted, subject to the following:

3.1 The employee started their employment at least thirteen (13) weeks prior to the coming of the child into the custody, care and control of a parent for the first time and is an adoptive parent (whether or not the adoption has been legally finalized).

3.2 The employee makes formal application for an Adoption Leave of Absence at least two (2) weeks prior to the date the leave is to begin. Such application must be accompanied by evidence of the adoption.

3.3 The leave must begin no later than fifty-two (52) weeks after the child comes into custody, care and control of the employee for the first time.

3.4 The Adoption Leave of Absence will end thirty-seven (37) weeks after it began or on an earlier day if the employee provides four (4) weeks written notice.

3.5 In the event a designated vacation shutdown period is scheduled during the period of Adoption Leave of Absence, the employee will be deemed to be on vacation and in receipt of his/her vacation pay for which he/she is eligible during such period. The balance of the Adoption Leave of Absence will be served following such designated shutdown period during which the employee was paid vacation pay.

3.6 Employees who are not eligible by reason of service will not be granted Adoption Leave of Absence. Personal Leave of Absence will be granted to such employees in lieu of Adoption Leave of Absence.

SECTION 4. PARENTAL LEAVE OF ABSENCE

A Parental Leave of Absence will be granted, subject to the following:

4.1 The employee has qualified for a Maternity Leave of Absence in the circumstances of a live birth, an employee, not having given birth to a child, is the parent of a child or is in a relationship of some permanence with a parent of the child and plans on treating the child as his or her own and has thirteen (13) weeks of service prior to the date of the Parental Leave of Absence.

4.2 The employee makes formal application for a Parental Leave of Absence at least two (2) weeks prior to the date the leave is to begin. Such application must be accompanied by the Certificate of Birth of the child where application is made by an employee not entitled to take a Maternity Leave of Absence.

4.3 Parental Leaves of Absence will begin:

(a) in the case of an employee who has taken a Maternity Leave of Absence, immediately following the Maternity Leave of Absence unless the newborn

child has not yet come into the custody, care and control of the employee for the first time, or

(b) in the case of the employee who is not entitled to take a Maternity Leave of Absence, no later than fifty-two (52) weeks after the child is born or comes into the custody, care and control of the employee for the first time.

4.4 The Parental Leave of Absence will end thirty-five (35) weeks after it began or on an earlier day if the employee provides four (4) weeks written notice in the case of an employee who has taken a Maternity Leave of Absence, thirty-seven (37) weeks after it began or an earlier day if the employee provides four (4) weeks written notice in the case of the employee who has not taken Maternity Leave of Absence.

4.5 In the event a designated vacation shutdown period is scheduled during the period of Parental Leave of Absence, the employee will be deemed to be on vacation and in receipt of his/her vacation pay for which he/she is eligible during such period. The balance of the Parental Leave of Absence will be served following such designated shutdown period during which the employee was paid vacation pay.

4.6 Employees who are not eligible by reason of service will not be granted Parental Leave of Absence. Personal Leave of Absence will be granted to such employees in lieu of Parental Leave of Absence.

SECTION 5. MATERNITY LEAVE ALLOWANCE

5.1 Maternity Leave Allowance is payable only for Maternity Leave of Absences occurring on or after the 6th day of August, 1997.

5.2 A Maternity Leave Allowance is payable only to those employees who have attained Seniority.

5.3 An employee who is in receipt of Employment Insurance Benefits shall be paid up to sixteen (16) weeks [fifteen (15) weeks plus one (1) waiting period] of Maternity Leave Allowance equivalent to an amount that when added to Employment Insurance Benefits will equal 75% of Weekly Straight-Time Pay provided the employee has been in Active Service in the Bargaining Unit within one year of the commencement of their Maternity Leave of Absence. Payment of this allowance will cease if the employee ceases to qualify for Employment Insurance Benefits.

5.4 An employee who is not in receipt of Employment Insurance Benefits for all or a portion of the sixteen (16) weeks of Maternity Leave Allowance due primarily to having been either previously laid off by the Company or on approved Maternity Leave of Absence shall be paid Maternity leave Allowance for up to sixteen (16) weeks at a rate equivalent to an amount that when added to Employment Insurance Benefits will equal 75% of Weekly Straight-Time Pay provided that the employee has been in Active Service in the Bargaining Unit within one (1) year of the commencement of their Maternity Leave of Absence.

5.5 Notwithstanding subsections 5.1 through 5.4 above, if it is determined that an employee would have qualified previously for a pregnancy benefit under Section 11(k) of the Group Life and Disability Insurance Program, the employee shall be paid up to sixteen (16) weeks [fifteen (15) weeks plus one (1) waiting period] of Maternity Leave Allowance equivalent to an amount that when added to Employment Insurance Benefits will equal 75% of Weekly Straight-Time Pay. Payment of this allowance will cease at the point in which payment would have ceased under the Prior Plan.

5.6 The receipt of a Maternity Leave Allowance does not reduce the employee's Accumulated Sick Leave, Vacation Leave, Severance Pay or any other accumulated credits arising from employment.

SECTION 6. ADOPTION LEAVE ALLOWANCE

6.1 An Adoption Leave Allowance is payable only to employees who have a child placed with them for the purpose of adoption on or after the 6th day of August, 1997.

6.2 An Adoption Leave Allowance is payable only to those employees who have attained Seniority.

6.3 An employee who is in receipt of Employment Insurance Benefits shall be paid up to thirty-five (35) weeks of Adoption Leave Allowance equivalent to an amount that when added to Employment Insurance Benefits will equal 65% of Weekly Straight-Time Pay provided the employee has been in Active Service in the Bargaining Unit within one (1) year of the commencement of their Adoption Leave of Absence. Payment of this allowance will cease if the employee ceases to qualify for Employment Insurance Benefits.

6.4 An employee who is not in receipt of Employment Insurance Benefits for all or a portion of the thirty-five (35) weeks of Adoption Leave Allowance period due primarily to having either previously laid off by the Company or on approved Maternity Leave of Absence shall be paid Adoption Leave Allowance for up to thirty-five (35) weeks at a rate equivalent to an amount that when added to Employment Insurance Benefits will equal 65% of Weekly Straight-Time Pay provided that the employee has been in Active Service in the Bargaining Unit within one (1) year of the commencement of their Adoption Leave of Absence.

6.5 The receipt of an Adoption Leave Allowance does not reduce the employee's Accumulated Sick Leave, Vacation Leave, Severance Pay or any other accumulated credits arising from employment.

SECTION 7. PARENTAL LEAVE ALLOWANCE

7.1 A Parental Leave Allowance is payable only for Parental Leave of Absences commencing on or after the 6th day of August, 1997.

7.2 A Parental Leave Allowance is payable only to those employees who have attained Seniority.

7.3 An employee who is in receipt of Employment Insurance Benefits shall be paid up to thirty-five (35) weeks of Parental Leave Allowance equivalent to an amount that when added to Employment Insurance Benefits will equal 65% of Weekly Straight-Time Pay provided the employee has been in Active Service in the Bargaining Unit within one (1) year of the commencement of their Parental Leave of Absence. Payment of this allowance will cease if the employee ceases to qualify for Employment Insurance Benefits.

7.4 An employee who is not in receipt of Employment Insurance Benefits for all or a portion of the thirty-five (35) weeks of Parental Leave Allowance period due primarily to having been either previously laid off by the Company or on approved Maternity Leave of Absence shall be paid Parental Leave Allowance for up to thirty-five (35) weeks at a rate equivalent to an amount that when added to Employment Insurance Benefits will equal 65% of Weekly Straight-Time Pay provided that the employee has been in Active Service in the Bargaining Unit within one year of the commencement of their Parental Leave of Absence.

7.5 The receipt of a Parental Leave Allowance does not reduce the employee's Accumulated Sick Leave, Vacation Leave, Severance Pay or any other accumulated credits arising from employment.

**MATERNITY, ADOPTION AND PARENTAL LEAVES OF ABSENCE
LETTER OF UNDERSTANDING**

Maximum Payment for Waiting Period

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

Proof of Entitlement

Employees making application for Maternity, Adoption and Parental Leaves of Absence will be required in all cases to provide to the company proof of birth or adoption, satisfactory to the Company.

**LETTERS AND STATEMENTS EXCHANGED
BETWEEN THE UNION AND THE COMPANY**

For the information of all concerned, the letters and statements exchanged between the union and the company are reproduced and appear hereafter. These letters and statements do not form part of the Collective Agreement.

March 1, 1994

Mr. B. A. Feil
National Representative
CAW-Canada
205 Placer Court
Willowdale, ON M2H 3H9

Dear Mr. Feil,

During current negotiations, the union raised the matter of closed circuit television surveillance of company property and employee parking lots.

In response, the company indicated that where closed circuit television is utilized for purposes of providing security of company property and employee parking lots, the monitoring of such closed circuit televisions is the responsibility of the bargaining unit employees. This commitment in no way restricts the right of security supervisory personnel to simultaneously view the monitors or to, in emergency or unusual circumstances, solely view the monitors.

If the union believes that management is not adhering to the intent of this letter, it may raise the matter directly with the Central Labour Relations staff of the company.

Yours very truly,
FORD MOTOR COMPANY OF CANADA, Limited
A. D. MacLean
Labour Relations and Hourly Personnel Manager

March 1, 1994

Mr. B. A. Feil
National Representative
CAW-Canada
205 Placer Court
Willowdale, ON M2H 3H9

Dear Mr. Feil,

During current contract negotiations you discussed with us your concern regarding possible future loss of employment opportunities at plants where employees are represented by your union through contracting of security and fire protection work to outside firms on company premises.

We informed you that the company intends to continue its current practices as they relate to such matters.

If the national union believes the company has contracted work to outside firms without giving full consideration to the employment opportunities of employees, they may discuss such matters with the company's Central Labour Relations staff.

Very truly yours,
FORD MOTOR COMPANY OF CANADA, Limited
A. D. MacLean
Labour Relations and Hourly Personnel Manager

Accepted and Approved:

Mr. B. A. Feil
National Representative - CAW-Canada

By:

March 1, 1994

Mr. B. A. Feil
National Representative
CAW-Canada
205 Placer Court
Willowdale, ON M2H 3H9

Dear Mr. Feil,

Leave of absence not exceeding 120 days shall be granted to an employee for the time during which he is serving a sentence of imprisonment imposed on a conviction arising from the operation or use of a motor vehicle.

In the event that an employee should be sentenced to imprisonment following conviction for any other offence, the appropriate local may submit the case to the vice president of industrial relations for his consideration and he shall then, at his discretion, decide whether any, and if so how much, leave of absence (not exceeding 120 days) shall be granted to the employee while serving his sentence of imprisonment.

Yours very truly,
FORD MOTOR COMPANY OF CANADA, Limited
A. D. MacLean
Labour Relations and Hourly Personnel Manager

March 1, 1994

Mr. B. A. Feil
National Representative
CAW-Canada
205 Placer Court
Willowdale, ON M2H 3H9

Dear Mr. Feil,

During 1982 negotiations the parties discussed the job counselling and job placement assistance needs of employees permanently laid off as a result of a closing of the operations constituting the bargaining unit. These discussions resulted in the parties acknowledging their mutual responsibilities to assist such employees in their efforts to secure suitable alternate employment. Accordingly, it was agreed that in those instances, if any, where employees are permanently laid off as a result of a closing of such operations the parties will jointly develop, in cooperation with applicable Federal and/or Provincial agencies a program designed to help them secure alternate employment.

Yours very truly,
FORD MOTOR COMPANY OF CANADA, Limited
A. D. MacLean
Labour Relations and Hourly Personnel Manager

March 1, 1994

Mr. B. A. Feil
National Representative
CAW-Canada
205 Placer Court
Willowdale, ON M2H 3H9

Dear Mr. Feil,

As discussed during the 1982 negotiations, this will confirm that during the term of the new Collective Agreement, in the event a full, permanent closing of the operations constituting the bargaining unit under section 1.01 of the new Collective Agreement would be required, the company will give written notice to the union as far in advance as possible. The notice will include the reason the company is considering closing such operations and a projection of the date of such closing. Thereafter the union will be afforded the opportunity to discuss the matter and management will give appropriate weight to the union's comments in reaching a final decision.

Yours very truly,
FORD MOTOR COMPANY OF CANADA, Limited
A. D. MacLean
Labour Relations and Hourly Personnel Manager

March 1, 1994

Mr. B. A. Feil
National Representative
CAW-Canada
205 Placer Court
Willowdale, ON M2H 3H9

Dear Mr. Feil,

During 1985 negotiations, the parties discussed the application of section 12.04(a) of the Collective Agreement.

The union raised the situation of a common-law spouse as it would impact the definition of immediate family for purposes of eligibility for bereavement pay. In response to the union's concern, the company stated that a common-law spouse of the opposite sex would be considered a spouse for purposes of the application of section 12.04(a) provided that the employee had been co-habiting and residing publicly with the common-law spouse for two years as of the time the death occurred and was shown as the employee's spouse on company benefit plan records. In the event the employee has not declared a spouse within any of the benefit records, the company may require additional verification of the common-law relationship.

Yours very truly,
FORD MOTOR COMPANY OF CANADA, Limited
A. D. MacLean
Labour Relations and Hourly Personnel Manager

September 16, 2006

Mr. Alex Keeney
National Representative
CAW-Canada
2345 Central Avenue
Windsor, ON N8W 4J1

Dear Mr. Keeney,

This is to advise that the company will review a written request for leave of absence from an employee with seniority who is elected or selected for a part-time public office and will approve such leave of absence for the term of such office provided that the granting of such leave of absence would not, in the company's opinion, have an adverse impact on plant operations.

Yours very truly,
FORD MOTOR COMPANY OF CANADA, Limited
M. J Southon
Director, Labour Affairs

March 1, 1994

Mr. B. A. Feil
National Representative
CAW-Canada
205 Placer Court
Willowdale, ON M2H 3H9

Dear Mr. Feil,

During 1985 negotiations, the union requested that the company give consideration to the application of inverse seniority.

The company agreed to review any specific request made by the local union to determine if the circumstances lend them selves to the application of inverse seniority in a manner that is consistent with other company undertakings.

Yours very truly,
FORD MOTOR COMPANY OF CANADA, Limited
A. D. MacLean
Labour Relations and Hourly Personnel Manager

March 1, 1994

Mr. B. A. Feil
National Representative
CAW-Canada
205 Placer Court
Willowdale, ON M2H 3H9

Dear Mr. Feil,

This will confirm the understanding reached during the 1987 negotiations concerning arrangements under which employees laid off on or after November 16, 1987 as a result of a permanent discontinuance of operations or other reduction in force where the company and the union agree there is no reasonable likelihood of recall may be eligible for preferential placement opportunities in another bargaining unit of employees represented by the union during the term of the new Collective Agreement.

After being placed on the preferential placement list(s) in accordance with procedures to be established by the company, those employees retaining seniority recall rights shall be given preference for placement on available work, or if none is available, the opportunity to displace probationary employees, on jobs for which they are qualified or could qualify within a reasonable period of time in the Local 195 or Local 1256 bargaining units of the company, as the case may be.

Each location shall maintain an availability list of its applicants. A location after exhausting its recall list shall endeavour to fill its hiring requirements from availability lists at the other location.

It is recognized that the company has to maintain ability to promptly fill employment requirements and assure that personnel are capable of performing jobs. Accordingly, the company shall endeavour to place applicants in seniority order, consistent with their prior job experience. It is understood that placement on the basis of seniority will not be feasible in every instance. However, where deviations are contemplated, particularly with respect to evaluation of employment records, the circumstances shall be discussed in advance with the local union and disputes shall be subject to immediate appeal to the company's central labour relations staff and the national union.

Employees placed in another bargaining unit shall have date-of-entry seniority in the bargaining unit, but this will not break an employee's seniority for the purpose of the vacation with pay, holiday pay, jury duty pay, supplemental unemployment benefits or retirement plans where company, rather than bargaining unit, seniority is taken into account.

Employees who refuse an initial offer of work pursuant to these preferential placement arrangements shall have their names removed from all preferential placement lists for a period of six (6) months. Following this six (6) month period, their names automatically will be placed, one final time, on the preferential placement list.

The job security arrangements covered by this letter have potentially complex administrative implications. The company at times may not be able to fully conform with these provisions, and accordingly, shall not be liable for back pay on any claims arising from their administration with the remedy for any violation limited to future placement opportunities for aggrieved employees.

Yours very truly,
FORD MOTOR COMPANY OF CANADA, Limited
A. D. MacLean
Labour Relations and Hourly Personnel Manager

Concur:

March 1, 1994

Mr. B. A. Feil
National Representative
CAW-Canada
205 Placer Court
Willowdale, ON M2H 3H9

Dear Mr. Feil,

During the recent negotiations, the parties discussed at length the relationship of effective training to the success of the department. Examples of training subjects which the parties discussed included hazardous materials, fire protection and systems, security, and first aid. Representatives of the company advised the union that the matter of training would be addressed as discussed between the parties.

Yours very truly,
FORD MOTOR COMPANY OF CANADA, Limited
A. D. MacLean
Labour Relations and Hourly Personnel Manager

March 1, 1994

Mr. B. A. Feil
National Representative
CAW-Canada
205 Placer Court
Willowdale, ON M2H 3H9

Dear Mr. Feil,

During the 1994 negotiations the parties discussed two administrative issues which were resolved as follows:

A Work Week in which a Holiday Falls:

The Collective Agreement will be administered such that employees who work five days in a week in which a holiday falls, when such holiday does not comprise part of his regularly scheduled work week will be paid eight hours at straight-time. The arrangement previously in effect at Windsor where employees were provided an alternative day off with pay under such circumstances will be discontinued.

Sick Leave and Company-Recognized Holidays:

Administrative arrangements will be amended such that employees scheduled to work on any of the company-designated holidays who fail to report due to illness or accident will not have one day's pay deducted from their monthly salary for each such day.

Yours very truly,
FORD MOTOR COMPANY OF CANADA, Limited
A. D. MacLean
Labour Relations and Hourly Personnel Manager

May 15, 1997

Mr. B. Feil
National Representative
(CAW-Canada)
205 Placer Court
Willowdale, Ontario M2H 3H9

Dear Mr. Feil:

This will confirm our undertaking to you that the bereavement pay provisions of the Collective Agreement will be administered as follows:

The requirements that the bereavement period shall begin on the first full day of absence following death and shall be the three or four regularly scheduled days of work during the three or four days (excluding holidays and Saturdays and Sundays and regular days off in case of employees employed on continuous seven-day operations) immediately following death are hereby waived when the date of the funeral is outside the three or four-day period. In these situations, bereavement payment will be made to eligible employees for any three or four regularly scheduled days, not necessarily consecutive, up to and including the date of the funeral. To cite an example, if the death occurs on Sunday and the funeral is held on Friday, an employee would be eligible for any three or four days of absence from regularly scheduled work occurring Monday through Friday.

In addition, if in the opinion of local management travel considerations in attending a funeral are involved, up to two calendar days immediately following the funeral may be considered as part of his three or four-day bereavement pay eligibility period, provided such days are within the employee's regular five-day work week and he is scheduled to work such days. Calendar days for this purpose include holidays and Saturdays and Sundays or regular days off in the case of employees employed on continuous seven-day operations. For example, where a funeral is held on Friday and local management determines two days' return travel time is required for a five-day, Monday through Friday employee, Saturday and Sunday would be the calendar days immediately following the funeral and, as they are not within his regular five-day work week, bereavement payment would not be made for these two days. On the other hand, for an employee employed on a continuous seven-day operation who is scheduled to work on Saturday and Sunday as part of his 40-hour work week, such days could be considered for bereavement payment.

Yours very truly,
FORD MOTOR COMPANY OF CANADA, Limited
A. D. MacLean
Labour Affairs and Hourly Personnel Manager

May 15, 1997

Mr. B. Feil
National Representative
(CAW-Canada)
205 Placer Court
Willowdale, Ontario M2H 3H9

Dear Mr. Feil:

During the current negotiations, the parties discussed the application of section 12.04 of the Collective Agreement. In particular, the union raised the situation in which an otherwise eligible employee, for justified reasons related to the death of a family member, requires bereavement leave on a day other than one of the first three (3) or four (4) normally scheduled working days.

In response to the union's concerns, the company stated an employee will be excused from work and be eligible for pay for any three (3) or four (4) normally scheduled working days within the ten (10) calendar day period immediately following the death of a member of the employee's immediate family as defined, provided the absence is related to the family member's death and the employee attends the funeral appropriate documentation regarding the death is submitted to the company.

Yours very truly,
FORD MOTOR COMPANY OF CANADA, Limited
A. D. MacLean
Labour Affairs and Hourly Personnel Manager

May 15, 1997

Mr. B. A. Feil
National Representative
CAW-Canada
205 Placer Court
Willowdale, ON M2H 3H9

Dear Mr. Feil,

During 1997 negotiations, the parties reaffirmed the policy of the company and CAW-Canada as outlined in section 21.01 of the Collective Agreement, that the provisions of the agreement be applied to all employees covered by the agreement with regard to race, creed, colour, age, sex, sexual orientation, ancestry, place of origin, ethnic origin, citizenship, marital status, family status, record of offences or handicap.

Additionally, the company reaffirmed its policy to extend opportunities to all qualified applicants and employees on a non-discriminatory basis for employment and advancement within the company.

While recognizing that it is the right of management to hire, assign, and promote the most qualified candidates subject to the terms and conditions of the Collective Agreement, the parties agree to review joint activities to further implement these non-discriminatory policies following ratification of this agreement.

Yours very truly,
A. D. MacLean
Labour Affairs and Hourly Personnel Manager

May 15, 1997

Mr. B. A. Feil
National Representative
CAW-Canada
205 Placer Court
Willowdale, ON M2H 3H9

Dear Mr. Feil,

During the 1997 negotiations, the parties discussed certain work associated with the checking in and out of trailers at the Oakville site. This work which is presently being performed under the direction of Auto Haulaway was identified by the union as work that was previously performed by members of the bargaining unit.

This letter will confirm the willingness of the company to explore the feasibility of assigning the above-noted functions to the bargaining unit. In these discussions, the company will share with the union relative information including comparative labour costs, capital investment requirements, facility requirements or constraints, and contractual or legal obligations. It is understood by the parties that quality, technology, cost, timing, and statutory requirements are all important criteria in determining the feasibility of placing the work in the bargaining unit.

Yours very truly,
FORD MOTOR COMPANY OF CANADA, Limited
A. D. MacLean
Labour Affairs and Hourly Personnel Manager

September 16, 2000

Mr. F. McAnally
National Representative
CAW-Canada
205 Placer Court
Willowdale, ON M2H 3H9

Dear Mr. McAnally,

In applying progressive discipline for repeated infractions of rules, the company does not consider infractions which occurred more than 12 months prior to the infraction being considered, and the same applies when an employee is being charged as an unsatisfactory employee.

The company also advises you that procedures shall be instituted by the company to ensure that prior infractions which occurred more than three years previously are effaced from the employee's active disciplinary record in use for the purpose of determining current disciplinary measures.

Yours very truly,
FORD MOTOR COMPANY OF CANADA, Limited
M. J. Southon
Labour Relations and Hourly Personnel Manager

September 23, 2013

Mr. R. Macdonald
National Representative
UNIFOR
140 Pinevalley Boulevard
London, ON
N6K 3X3

Dear Mr. Macdonald:

During the **2013** negotiations the parties discussed a subsidy towards the purchase of safety shoes. The company agreed to pay seniority employees [**Supplemental** Employees after thirty (30) days of work] actively at work up to \$100.00 towards the purchase of safety footwear from company-approved sources, not more often than once each year, through the Payroll Deduction Program. It is understood that if the shoes are purchased for less than \$100.00, the amount paid by the company will be the actual cost of the shoes. An employee who elects to purchase safety footwear in accordance with this understanding will be required to wear such footwear on the job.

It is understood by the parties that employees hired by the company as vacation replacement, more commonly referred to by the parties as "summer students", will not be entitled to participate in this program.

Yours very truly,
FORD MOTOR COMPANY OF CANADA, Limited
M. J. Hyland
Manager, Labour Affairs

September 16, 2000

Mr. F. McAnally
National Representative
CAW-Canada
205 Placer Court
Willowdale, ON M2H 3H9

Dear Mr. McAnally,

During 2000 negotiations, the parties discussed performance bonuses for temporary part-time employees. It was agreed that temporary part-time employees would qualify for payment of \$500.00 of January 2002 and January 2004 provided they have performed a minimum of 500 hours work in the previous calendar year and provided they are on the active roll of the Company at the time the payment is made.

Yours very truly,
FORD MOTOR COMPANY OF CANADA, Limited
M. J. Southon
Labour Relations and Hourly Personnel Manager

September 16, 2000

Mr. F. McAnally
National Representative
CAW-Canada
205 Placer Court
Willowdale, ON M2H 3H9

Dear Mr. McAnally,

During the current negotiations, the parties discussed the inclusion of spouses of the same sex in the Company's contractual provisions regarding spouses where permitted by law.

The parties agreed that the term "spouse" will be interpreted to mean the person to whom the employee is legally married, or if there is no such person, the person who has been cohabiting and residing with the employee in a conjugal relationship for an immediately preceding continuous period of at least one year, and has been publicly represented by the employee as the employee's spouse.

Effective September 16, 2000 this definition will be applicable to sections 12.03(a), 13.05(b) and 13.0(c)(B) of the Collective Agreement.

Yours very truly,
FORD MOTOR COMPANY OF CANADA, Limited
M. J. Southon
Labour Relations and Hourly Personnel Manager

September 23, 2013

Mr. R. Macdonald
National Representative
UNIFOR
140 Pinevalley Boulevard
London, ON N6K 3X3

Dear Mr. Macdonald:

During these negotiations the parties have discussed the labour education program developed by the union for the purpose of upgrading the skills which employees utilize in all aspects of trade union functions and the matter of company financial support of this program. In recognition of the contributions this program can make to the improvement of the union/management relationship and toward a more effective administration of the Collective Agreement, the company agrees as hereinafter set forth to make a grant to the C.A.W. Leadership Training Program (P.E.L. Trust).

Past company contributions to the Leadership Training Program (P.E.L.) Trust have been tax deductible. Provided that such amounts shall continue to be deductible, the company will make contributions to the P.E.L. Trust of \$2,250.00. These contributions will be payable on October 31, **2013**, October 31, **2014**, October 31, **2015** and **October 31, 2016**.

A leave of absence for participation in the union's program will be granted in accordance article 7 of the Collective Agreement to seniority employees on four (4) weeks' advance written notice to the Human Resources Manager provided no such absence will result in any loss of efficiency or disruption of fire and security operations.

Yours very truly,
FORD MOTOR COMPANY OF CANADA, Limited
M. J. Hyland
Manager, Labour Affairs

September 23, 2013

Mr. R. Macdonald
National Representative
UNIFOR
140 Pinevalley Boulevard
London, ON N6K 3X3

Dear Mr. Macdonald,

During **2013** negotiations, the parties discussed the establishment of a Social Justice Fund to provide financial assistance to such entities as food banks, registered Canadian charities, and international relief measures to assist the innocent victims of droughts, families, and other dislocations.

Subject to the following conditions, the company will make annual contributions to the Social Justice Fund in the amount of \$2,500.00, (\$1,250.00 per local). Contributions will be payable on October 31, **2013**, October 31, **2014**, October 31, **2015** and **October 31, 2016**.

The company will make these payments provided that:

1. (a) the union operates the fund as a non-profit corporation under the Canada Corporations Act, and ensures that all necessary steps are taken to maintain the corporation in proper legal standing and that all requirements of the Act are met;
- (b) the union operates the non-profit corporation as a registered charity under the Income Tax Act of Canada and maintains the registration in good standing;
- (c) the union maintains a favourable Income Tax Ruling from the federal Department of National Revenue that all contributions which the company makes to the non-profit corporation are tax deductible;
- (d) the union provides the company with annual audited financial statements of, and summaries of each year's donations made by the non-profit corporation.
- (e) the objects, by-laws and resolutions of this non-profit corporation should limit it to making the following types of financial contributions:
 - (i) contributions to other Canadian non-partisan charities that are registered under
 - (ii) contributions to non-partisan international relief efforts that are considered reasonable and which do not hinder the non-profit corporation's ability to maintain its status as a registered charity, in good standing under the Income Tax Act,
 - (iii) contributions to any Canadian or international non-partisan efforts to which other Canadian charities that are registered under the Income Tax Act are also making financial contributions,

- (iv) contributions to any non-governmental and non-partisan development group recognized by CIDA and registered as a charity under the Income Tax Act.

The company will pay each subsequent quarterly contribution as set forth above, as long as the requirements of points (a) to (d) above continue to be met by the union.

Yours very truly,
FORD MOTOR COMPANY OF CANADA, Limited
M. J. Hyland
Manager, Labour Affairs

September 16, 2003

Mr. F. McAnally
National Representative
CAW-Canada
205 Placer Court
Willowdale, ON M2H 3H9

Dear Mr. McAnally,

During 2002 negotiations, the parties discussed the value, including the tax advantages, of personal saving on a periodic basis through payroll deduction and/or through the direct contribution of lump-sum payments. The parties agreed to develop and implement a program to encourage personal savings as soon as practicable with an intended implementation date no later than January 1, 2004. Introduction of any such program would be subject to receipt by the Company of any required registration, certification or rulings from applicable governmental authorities including The Canada Customs and Revenue Agency (CCRA, formerly Revenue Canada).

The Program would be available to employees the first pay period following the attainment of seniority and include the following types of Plans:

- An Employee Registered Retirement Savings Plan (Employee RRSP), with a Spousal RRSP option;
- A Savings Plan; and/or
- A Locked-in Retirement Account (LIRA) Plan.

The following are the key principles with respect to the Program:

- Contributions to an Employee RRSP and/or Spousal RRSP may be made by an eligible employee on a before-tax basis as prescribed by the CCRA;
- Contributions to the Savings Plan made by an eligible employee will be on an after-tax basis as prescribed by the CCRA;
- Distributions from a registered retirement plan of a former employer may be contributed to the LIRA;
- The Company will act as plan sponsor and be responsible for overall plan administration, including administration fees. The Company may, in its sole discretion, arrange for third parties to provide services, including acting as a fiduciary to plan participants, record keeping, day-to-day account management, etc.;
- Participants may allocate their contributions in increments of whole dollar amounts (\$10 minimum per pay period) through instructions delivered to the plan administrator for the purchase of:
 - o Ford Common Stock; and/or
 - o Other Mutual Funds as designated by the Company;
- A participant may, by giving appropriate direction to the plan administrator, transfer assets from one investment option to another investment option. Each participant is solely responsible for the selection and management of his/her investment elections;
- Upon termination of employment an employee must withdraw their assets from the Program; and
- The Program shall be administered according to the Income Tax Act (Canada) including, but not limited to, the foreign property limit.

The parties will discuss and agree to the provisions of the Program prior to implementation.

Yours very truly,
FORD MOTOR COMPANY OF CANADA, Limited
M. J. Southon
Director, Labour Affairs

September 23, 2013

Mr. R. Macdonald
National Representative
UNIFOR
140 Pinevalley Boulevard
London, ON N6K 3X3

Dear Mr. Macdonald,

During 2013 negotiations, the parties **discussed** the child care **benefit**. **It was agreed that employees hired on or after September 23, 2013 will be eligible for this benefit after acquiring one year of seniority.** The company will:

- Provide a subsidy of \$12.00 per full day full child care for dependent children, age 0 through 6 but not after August 31 of the year in which age 6 is attained, that is:
 - licensed under the Day Nurseries Act
 - registered as a non-profit or co-operative
- For half day care, the company will provide a subsidy of \$6.00 per day
- Provide a subsidy to a maximum of \$6.00 per day for dependent children ages 3 up to and including age 10 who do not qualify for the half day or full day subsidy for the use of licensed not-for-profit before school, after school, or both before and after school care
- The benefit will apply equally to all licensed, non-profit child care centres and services, including in-home care
- The benefit will be capped at annual maximum of \$2,400.00 per year, per eligible child
- Green Shield will administer the benefit. The benefit will be payable directly to the service provider.
- In no circumstance would the company pay more than 50%

Yours very truly,
FORD MOTOR COMPANY OF CANADA, Limited
M. J. Hyland
Manager, Labour Affairs

September 16, 2006

Mr. Alex Keeney
National Representative
CAW-Canada
2345 Central Avenue
Windsor, ON N8W 4J1

Dear Mr. Keeney,

During 2006 negotiations, the parties discussed the process the company would employ when reducing Temporary employees when manning adjustments are required.

The company confirmed to the union that required redundancy actions will be effected following a company evaluation of the following three equally weighed criteria for all affected Temporary employees:

- amount of service
- skill set
- job performance

Yours very truly,
FORD MOTOR COMPANY OF CANADA, Limited
M. J. Southon
Director, Labour Affairs

September 23, 2013

Mr. R. Macdonald
National Representative
UNIFOR
140 Pinevalley Boulevard
London, ON N6K 3X3

Dear Mr. Macdonald,

During **2013** negotiations the company agreed to pay a **\$3,000.00** Productivity and Quality bonus **for work performed** to all regular full-time Plant Protection Officers and Fire Inspectors on the active roll of the company as of the Monday following notice of ratification. The company also agreed to pay the Productivity and Quality bonus to regular full-time Plant Protection Officers and Fire Inspectors on the inactive roll who performed work for the company between **January 4, 2013** and the Monday following notice of ratification.

Yours very truly,
FORD MOTOR COMPANY OF CANADA, Limited
M. J. Hyland
Manager, Labour Affairs

September 23, 2013

Mr. R. Macdonald
National Representative
UNIFOR
140 Pinevalley Boulevard
London, ON N6K 3X3

Dear Mr. Macdonald,

During **2013** negotiations, the company agreed to pay a Productivity & Quality bonus of **\$2,400.00** to all temporary employees **for work performed** who were on the active roll of the company as of **the Monday following notice of ratification**. **Payment will be made to employees on the inactive roll who performed work for the company between January 2, 2013 and the Monday following notice of ratification.**

Yours very truly,
FORD MOTOR COMPANY OF CANADA, Limited
M. J. Hyland
Manager, Labour Affairs

September 23, 2013

Mr. R. Macdonald
National Representative
UNIFOR
140 Pinevalley Boulevard
London, ON N6K 3X3

Dear Mr. Macdonald,

During **2013** negotiations the company agreed to pay an annual performance bonus of **\$1,200.00** to **supplemental** employees hired as of **September 23, 2013**, and on the active roll of the company. **Payment will be made prior to the Christmas shutdown period in December 2014, December 2015 and December 2016.**

Yours very truly,
FORD MOTOR COMPANY OF CANADA, Limited
M. J. Hyland
Manager, Labour Affairs

November 16, 2009

Mr. Alex Keeney
National Representative
CAW-Canada
2345 Central Avenue
Windsor, ON N8W 4J1

Dear Mr. Keeney,

During 2009 negotiations the parties discussed the requirement by the province of Ontario that employees be individually licensed to function in the capacity of security services, and the potential that the province may also require employees to complete a training course to maintain the licence.

The company agreed to reimburse both regular full-time and temporary employees for the cost of the provincially required security licence fee incurred while on the active roll of the company during the term of the collective agreement. In addition, the company assured the union that in the event the province mandated the completion of a training course in order to maintain the licence, the company would reimburse the cost of the training course incurred by regular full-time and temporary employees while on the active roll of the company during the term of the collective agreement.

Yours very truly,
FORD MOTOR COMPANY OF CANADA, Limited
M. J. Southon
Director, Labour Affairs

September 23, 2013

Mr. R. Macdonald
National Representative
UNIFOR
140 Pinevalley Boulevard
London, ON N6K 3X3

Dear Mr. Macdonald,

As a result of your deep concern about job security in our negotiations and the many discussions which took place over it, this will confirm that during the term of the **2013** collective agreement, until **September 19, 2017**, the company will not outsource its plant protection and fire inspection services at Oakville Assembly Complex and Windsor Engine Plant in whole or in part.

Yours very truly,
FORD MOTOR COMPANY OF CANADA, Limited
M. J. Hyland
Manager, Labour Affairs

STATEMENTS

During current negotiations, the company acknowledged that the term "current spouse" as set out in section 12.03(a) of the Collective Agreement dated December 16, 1976 would be interpreted to include the deceased spouse of an employee, provided the employee has not remarried.

- - -

During 1985 negotiations, the parties agreed that the provisions of Section 4.01(c) requiring that the president of the local union be an employee of the company would be waived during the term of the 1985 Collective Agreement, with the understanding that any concerns regarding this matter would be raised with the International Union and the Central Labour Relations Staff.

- - -

During the recent negotiations, the parties discussed circumstances when temporary part-time employees would be utilized.

The Company indicated that it envisioned that such employees would be utilized to replace regular seniority employees absent from work when such absences would have an adverse affect on normal operations. Some examples identified during these discussions included those absences resulting from vacations, leaves of absence of one week or more and sustained illness of more than two weeks duration. Temporary part-time employees may also be utilized to fulfill overtime requirements provided they do not displace eligible full time employees.

The utilization of temporary part-time employees is not intended to infringe on the rights of regular full time employees or disrupt any local arrangements presently in effect for supplementing the work force.

The Company assured the Union that every reasonable effort will be made to ensure that the Temporary Part-Time Employee Agreement will be administered in accordance with this intent. If the local Union feels there are any problems concerning the administration of this agreement, the Industrial Relations Manager will meet with the Union to resolve the issues of concern.

STATEMENTS - 1994

During 1994 negotiations, the parties discussed the administration of the Vacation with Pay Plan including associated administrative complexities, particularly with regards to annual scheduling.

The company agreed to make available by the 1st of November each year, a canvass schedule to be completed by Plant Protection. The parties agreed that each employee will be canvassed in seniority order and allowed, during the first selection, to elect a maximum of two weeks entitlement. Once all employees have been allowed their first selection, a second selection will be administered, in seniority order, to a maximum of three weeks entitlement. Additionally, it was agreed by the parties that in the mutual interest of expediting the process, each Plant Protection Officer will have a maximum of 48 hours to make each selection. Failure to make a selection within this

timeframe will result in forfeiture of the employees ability to select vacation in seniority order until all seniority employees have completed the selection cycle.

(Notwithstanding the foregoing, the parties agreed to continue the practice of permitting employees to select up to four weeks of entitlement, provided the entire selection is outside of the period recognized as prime time.)

The company also reaffirmed to the union that it would continue the present practice of not forcing employees to work overtime after the last scheduled hour of work prior to their vacation.

Additionally, the parties agreed that during periods of scheduled vacation (one week or more), eligibility for all overtime would discontinue until the first calendar day (Sunday) of the subsequent scheduled work week.

- - -

During 1994 negotiations the union advised the company of its desire to have in place arrangements whereby employees could request exemptions from overtime.

The company advised the union that it was prepared to deal with such requests from individual employees consistent with the following: in order to ensure an orderly and equitable system, an employee requesting exemption from overtime would submit his or her request to the section supervisor; the supervisor would consider the request and, providing operations are not adversely affected, would grant such requests to a maximum of 5 requests per employee per calendar year.

- - -

During 1994 negotiations the union raised a concern regarding work assignment scheduling in that the company's present arrangements precluded employees from having Saturdays off periodically.

The company advised the union that its present arrangements had been developed based upon the need to correlate peak staffing levels with both peak operational workloads as well as peak security presence requirements (during periods when the plant's production operations are idle).

In response to the union's concerns, the company agreed that where business conditions dictated the need to change shift schedules or rotation cycles, discussions would take place with the union prior to such change being implemented. The purpose of such discussions will be to familiarize the union with the operating conditions necessitating the change, and to afford him/her an opportunity to comment on the planned changes. It was understood that the company would give full consideration to union recommendations/alternatives that effectively and efficiently satisfied the operating conditions that necessitated the change.

- - -

During 1994 negotiations the parties discussed the matter of training.

The company provided the union with information on the various training initiatives which had been undertaken during the term of the collective agreement, including confined space, first aid, CPR, Best-in-Class, G.R.A.S.P., industrial fire fighting, leadership.

The company reaffirmed its commitment to maintain an effective workforce and its intentions to utilize training where appropriate and feasible.

The company and the union agreed to meet at least twice annually, at which meetings the company would familiarize the union with its intentions to provide training in the following six month period.

Additionally, the company agreed to provide the membership with information as it becomes available regarding related company programs such as the tuition refund program which have been or will be developed to support and enhance individual employee development.

- - -

During 1994 negotiations the parties discussed matters related to health and safety.

Within these discussions the parties acknowledged the concept of the Internal Responsibility System as it pertains to the individual employee, his or her supervisor, and management. The parties agreed that the nature and scope of both off-shift and weekend work assignments necessitates effective individual diligence supported by the organization.

For its part, the company agreed that it would continue its efforts to support diligence through actions, including training, communications and information, safety talks. The parties also agreed that, on an ongoing basis, due diligence on the part of the plant's leadership (union and company) should include discussion of specific applications of diligence by officers, with the objective of determining the appropriateness of further initiatives. It was agreed that such discussions would be appropriate within the parties area meeting format.

- - -

During 1994 negotiations, the union raised concerns with regard to the maintenance and housekeeping of the gate house #3.

During these discussions the parties acknowledged that the cooperation, care and assistance of those employees who utilize this facility is a major factor in keeping the area properly maintained and clean.

The company reaffirmed its commitment to provide the union regular updated cleaning schedules and housekeeping audits. The company also indicated it would continue to provide for meetings with members of the union committee and supervision to discuss concerns related to housekeeping.

- - -

During the 1994 negotiations the union requested to have daily duty sheets posted at least seven days in advance of the scheduled work assignment. Additionally, the union requested that statutory holiday assignments be canvassed for, and assignments be posted, at least one month in advance of the scheduled work assignment.

The company advised the union that specific arrangements as requested have potentially complex administrative implications, such that the company at times may not be able to fully conform with the union's requests.

Accordingly, the company committed to endeavour to administer daily sheets and statutory holiday assignments consistent with the union's requests, as far as reasonably practicable.

- - -

During 1994 negotiations the company and union discussed the issue of uniform wear for plant protection officers. In particular, the functional characteristics of the current uniform was reviewed in detail.

The parties have agreed that the current style of uniform was developed and practical many years ago when responsibilities were largely centred around property and facility protection. In view of enhanced personal safety for our plant protection employees and an acknowledgment of their multi-faceted responsibilities, the company has agreed that an enhanced functional design and durability is required.

The parties also discussed at length and agreed that each employee will be required to wear such uniform while on duty and assumes responsibility for items provided, including their ongoing upkeep and cleanliness.

- - -

During 1994 negotiations, the union raised concerns regarding equitable distribution and overtime selection matters affecting low seniority employees and requested that the existing distribution agreement be modified to incorporate a cumulative low hours tracking system.

The company responded that the present system represented an efficient administrative process, and emphasized its concerns that a modified system was not feasible in the absence of a cooperative approach to overtime administration.

The company advised the union that it was prepared to modify the equitable distribution and overtime selection system consistent with the attached procedural document with the understanding that designated employees would participate in the administration of the modified system.

STATEMENTS - 1997

During 1997 negotiations, the parties discussed matters related to scheduling of manpower.

The parties agree that discussions held during negotiations were positive and in this regard, will continue when the parties return to Oakville.

The parties will be mindful of the objective to maintain fundamental business requirements while examining scheduling practices that enhance quality of life objectives expressed by the local union.

- - -

During 1997 negotiations, the parties discussed the matter of training.

The company reaffirmed its commitment to maintain an effective workforce and will continue to support and enhance employee development through training initiatives.

The company assured the local union that if they feel there are any problems concerning the administration of such training programs, the Human Relations Manager will meet with the union to resolve issues of concern.

- - -

During 1997 negotiations, the union raised concerns regarding shelter for personnel during remote work assignments performed outside in inclement weather.

The company reiterated that plant protection duties are multifaceted and the current uniform is intended to provide satisfactory protection in such conditions.

Additionally, the union was advised that, in situations where the company determines additional protection is required, it will make suitable arrangements for such protection.

- - -

During 1997 negotiations, the union raised concerns regarding administrative practices that impact employees, both at and away from work. Some of the concerns identified include the complexities associated with the annual scheduling of vacation time, overtime and holiday selection, and daily scheduling of manpower.

The company responded that the present system represented an efficient administrative process, and enhancements to the present system would best be accomplished through a cooperative approach following negotiations.

The company advised the union that as soon as practicable following negotiations, the parties would meet to discuss such modifications that would serve their mutual interests.

STATEMENTS - 2003

During 2003 negotiations the parties discussed the method of payment for employees on union leave of absence. It was agreed that following negotiations, the company would undertake the implementation of a process whereby such employee's pay and applicable fringe costs would be continued and subsequently reimbursed by the local union.

- - -

During 2003 negotiations, the parties discussed problems that occasionally arise due to pay shortages for which the company is responsible. The company agreed that when such pay shortage were for the equivalent of 6 hours pay or more, every effort will be made to issue a replacement cheque in the same week when the payment would normally be made.

STATEMENTS - 2013

During 2013 negotiations, the company and the union agreed to replace the term "temporary employee" with the term "supplemental employee". Accordingly, the parties agreed that wherever the term "temporary employee" is used, it shall mean "supplemental employee".

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