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# COLLECTIVE LABOUR AGREEMENT

## **ENTERED INTO BY**

THE NATIONAL UNION OF AUTOMOBILE, AEROSPACE AND AGRICULTURAL IMPLEMENT WORKERS OF CANADA, AND ITS LOCALS 27, 1837, 1839 1905 AND 1915 (CAW)

AND

NORTHERN TELECOM CANADA LIMITED

EFFECTIVE FROM FEBRUARY 26, 1994 TO FEBRUARY 25, 1997 on the T4 slips issued by the Company to employees covered by this Collective Agreement.

# ARTICLE 24 - ACCESS TO PERSONNEL AND ATTENDANCE RECORD CARDS

- R 24.1 Any employee, upon request, will have the right to review his/her own personnel file, cards and/or attendance record card either individually or jointly with his/her Committeeperson in the presence of the employee's supervisor or a representative of the Human Resources Department.
  - 24.2 In the case of a complaint or grievance, the personnel card, employee profile, and/or attendance record card of any employee directly involved in that complaint or grievance, will be made available to a Local Union Committeeperson, upon request, for review in the presence of the employee's supervisor or a representative of the Human Resources Department. Following this review the Company on written authorization of the employee will provide a copy of the personnel and/or attendance record card.

#### ARTICLE 25 - OFF-SHIFT DIFFERENTIAL

25.1 An off-shift differential of \$0.70 per hour will be paid to all employees working on second or third shift operations. Employees working on second shift operations or third shift operations will receive the off-shift differential for hours worked prior to and subsequent to their shift.

#### **ARTICLE 26 - GROUP LIFE INSURANCE**

26.1 The Company will provide group life insurance coverage for all employees who subscribe to the Group Life Insurance Plan. Details with respect to coverage and premiums are set out in Appendix "F" to this Agreement.

#### **ARTICLE 27 - HEALTH CARE**

C.A.W. #27, #1837, #1839, #1905, #1915

- 27.1 The Company will provide coverage for active employees with respect to the following:
  - Extended Health Care Plan
  - Dental Plan
  - Supplementary Hospital Plan
  - Vision Care Plan
- 27.2 Details with respect to coverage and participation are set out in Appendix "F" to this Agreement.
- 27.3 Semi-private coverage will be made available at employees' cost, through payroll deductions.

# ARTICLE 28 - BEREAVEMENT LEAVE, JURY DUTY, OUARANTINE

#### 28.1 Bereavement

When a death occurs in the immediate family of an employee and the employee attends the funeral or a memorial service, such employee shall, on request, be granted a leave of absence. Leave to attend the funeral shall not exceed five (5) consecutive regular working days during his/her assigned work week schedule. Leave to attend a memorial service shall not exceed three (3) consecutive regular working days during his/her assigned work week schedule. An employee's immediate family shall be considered as spouse or common law spouse, son, daughter, step-child, child of current spouse, sister, step-sister, brother, step-brother, mother, father, step-parent, mother-in-law, father-in-law, son-in-law, daughter-in-law, foster parents, employee's brother-in-law or sister-in-law, grandparent or grandchild. Other relatives residing with the employee shall also be considered as immediate family.

The Company will grant a bereavement pay allowance of up to a maximum three (3) days during the employee's assigned work schedule and restricted to the period from the date of death through the day after the funeral, inclusive,

#### FOR THE CAW LOCAL 1915

#### BRAMPTON

D. Monie
V. Robson
M. Cann
M. Martin
J. Fitzgerald
K. Thompson

#### FOR THE COMPANY

L. Evans
J. Anderson
K. Breedon

DATE: February 25, 1994

## APPENDIX "F" - PENSION/BENEFITS

#### . PREAMBLE

- 1.1 This appendix, which shall form part of the Collective Labour Agreement (hereinafter called the "Agreement"), describes amendments to those plans which shall be in effect for active employees during the term of the Agreement, information relating to cost sharing, and reference to preservation of those Company plans which are not contractually covered.
- 1.2 The effective dates of amendments of these plans, where applicable, are noted in the relevant paragraphs hereafter.
- R 1.3 The term applicable shall be as defined for the Agreement, except with respect to the Pension Plan which shall be for the term from January 1, 1994 to and including December 31, 1996.
  - 1.4 Agreements with respect to the plans described in this appendix may be changed or amended by mutual consent of the parties hereto, with such changes or amendments to be in the form of appendices to the Agreement. The duration of the Agreement cannot be affected by such changes or amendments.
  - 1.5 The plans, hereinafter called the "Plan(s)" covered by this appendix shall be continued automatically at the expiry of the Agreement until a new agreement is ratified or until the Union is entitled by law to commence legal strike or the Company is permitted to lockout.
  - 1.6 For the purposes of this appendix, the following definitions shall prevail:
    - 1.6.1 "Benefit Group" shall mean the categories of job classifications or grades determined as follows:

Benefit Group	Job Classification
1	23 to 24; 03 to 04
2	25 to 28; 05 to 08
3	29 & 30; 09; 15T; Trades

- For the purposes of the Plans referred to in para-1.6.2 graph 2,3,4 and 5 "eligible dependents" shall mean the following:
  - the person of the opposite sex or same sex
    - is legally married to the employee, or
    - is not married to the employee, but is an individual with whom the employee is cohabiting and who is publicly represented as the domestic partner of the employee; and
  - Unmarried natural or legally adopted, dependent children of the employee or spouse who are:
    - living or deemed to be living with the employee, including those where support for benefit coverage has been dictated by a court order; and
    - 2) (a) under age 21, or
      - (b) over age 21, but not over age 25, and are full-time students at an accredited college or university;
    - (a) Canadian citizens, or

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(b) landed immigrants;

- (iii) physically or mentally handicapped financially dependent children, regardless of age, provided:
  - they were handicapped and dependent prior to age 21, or
  - they were handicapped and dependent between age 21 and age 25, and were full-time students at an accredited college or university at the time they became handicapped and dependent, and
  - they are Canadian citizens, or
    - ii) they are landed immigrants;
- (iv) any child who is in the custody of the employee pursuant to a valid and existing custody order and who meets the qualifications set out in (ii) above and is financially dependent on the employee.
- 1.6.3 "Eligible dependents" shall mean, for purposes of paragraphs 9, 10 of this appendix:

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"Spouse" means the individual of the opposite sex or same sex who is legally married to the employee and not living separate and apart from the employee or, if the employee so elects, who is not living with the employee at the time of the employee's death; or if neither of these is applicable a person of opposite sex or same sex who is not married to the employee, but is an individual with whom the employee has been cohabiting for a period of one year immediately preceding the employee's death and who had been publicly represented as the domestic partner of the employee.

- (ii) Unmarried natural or legally adopted, dependent children of the employee or spouse who are:
  - living or deemed to be living with the employee including those where support for benefit coverage has been dictated by a court order; and
  - 2) (a) under age 21, or
    - (b) over age 21, but not over age 25, and are full-time students at an accredited college or university; and.
  - 3) (a) Canadian citizens, or
    - (b) landed immigrants;
- (iii) physically or mentally handicapped financially dependent children, regardless of age, provided:
  - they were handicapped and dependent prior to age 21, or
  - b) they were handicapped and dependent between age 21 and age 25 and were full-time students at an accredited college or university at the time they became handicapped and dependent.
  - (c) (i) they are Canadian citizens, or
    - (ii) they are landed immigrants;
- (iv) Dependent parents.

The above eligible dependents shall be ranked in descending order of priority.

- R 1.7 "Spouse" shall mean, for the purpose of paragraph 11 of this appendix:
  - the person of the opposite sex who is legally married to the employee or, if the employee so elects, is not living with the employee at the time of the employee's death; or
  - b) the individual of the opposite sex who is not married to the employee, but is an individual with whom the employee has been cohabiting for a period of one year immediately preceding the employee's death and who had been publicly represented as the domestic partner of the employee; or
  - c) such other individual who is required to be recognized as the spouse of the employee pursuant to the Pension Benefits Act, 1987 (Ontario), as amended from time to time, for the application of particular provisions of the Plan.
  - 1.8 All employees hired after the date of ratification shall become eligible for coverage under the Plans referred to in paragraphs 2,3,4,5,6,8 and 9 on the first day of the month following the month in which the employee completes 3 months' continuous service.

## SUPPLEMENTARY HOSPITAL PLAN

- 2.1 The Company will continue to provide a Supplementary Hospital Plan as in effect immediately prior to the term of the Agreement. The cost of this Plan will be paid by the employees, including any increases in premiums during the term of the Agreement.
- 3. EXTENDED HEALTH CARE PLAN
- 3.1 The Company will continue to provide an Extended Health Care Plan as in effect immediately prior to the term of the Agreement. The cost of this Plan will be paid by the

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Company, including any increases during the term of the Agreement relating to the services covered by the Plan.

- The Extended Health Care Plan will be amended to N 3.2 include coverage for one pair of stock item orthopoedic shoes, including Straight Last footwear, when required due to abnormal muscular, skeletal, cascular or neurological conditions of the lower extremities to a maximum of \$150 per year for each covered individual, incurred during the prior twelve (12) month period ending on the date the claim was incurred.
- Effective July 1, 1994, the Extended Health Care Plan will 3.3 be amended to limit drug coverage to those eligible drugs as of July 1, 1994. Drugs will be added to the list of eligible drugs only if they are included in the Ontario Drug Benefit Formulary.
- Effective November 1, 1994, the Extended Health Care N 3.4 Plan will be amended to include travel assistance and medical assurance services provided through MEDEX for each covered individual.
  - VISION CARE PLAN 4.
  - The Company will continue to provide a Vision Care Plan 4.1 as in effect immediately prior to the term of the Agreement. The cost of this Plan will be paid by the Company.
- Effective May 1, 1994, reimbursement will be up to the 4.2 Plan maximum for eligible expenses for each covered individual incurred during the prior 24 month period ending on the date the eligible expense is incurred.
- Effective January 1, 1996, the \$130 maximum payment R 4.3 under this Plan will be increased to \$140.
  - **DENTAL PLAN** 5.

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The Company will continue to provide a Dental Plan as in 5.1 effect immediately prior to the term of the Agreement,

with coverage for expenses incurred up to December 31, 1994, on the basis of the 1993 Ontario Dental Association Schedule for General Practitioners for the services covered by such Plan. The cost of this Plan, including any increases during the term of the Agreement, will be paid

- R Effective January 1, 1995, the 1994 Ontario Dental Asso-5.2 ciation Schedule for General Practitioners will apply.
- Effective January 1, 1996, the 1995 Ontario Dental Asso-R 5.3 ciation Schedule for General Practitioners will apply.
- R Effective January 1, 1997, the 1996 Ontario Dental Asso-5.4 ciation Schedule for General Practitioners will apply.
- N 5.5 The following recall procedures will be on the basis of once every 9 months; recall oral examination, dental prophylaxis, preventative recall packages, topical application of fluoride and oral hygiene instruction.
- N 5.6 Effective May 1, 1994, pit and fissure sealant for covered individuals under 19 years of age will be included as an eligible expense under the basic dental provisions.
  - SICKNESS AND ACCIDENT PLAN 6.
  - 6.1 The Company will continue to provide a Sickness and Accident (S&A) Plan as in effect immediately prior to the term of the Agreement.
- For the purpose of determining eligibility for payment 6.2 under this Plan, hospitalization shall mean treatment as an in-patient or on admission to a Day Surgery Unit for procedures conducted under a general anesthetic or either under intra-venus anesthetic or local anesthetic where such procedures had been formerly required to be done under general anesthetic.
- 6.3 No other change will be made in the Plan design except as required by legislation or as mutually agreed.

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#### 7. LONG TERM DISABILITY PLAN

- 7.1 The Company will continue to provide the Long Term Disability (LTD) Plan as in effect immediately prior to the term of the Agreement.
- R 7.2 Effective May 1, 1994, this Plan will provide monthly income benefits in accordance with the following schedule for those eligible employees whose S&A Plan benefits expire after April 30, 1994.

Benefit Group	Monthly Income
100	\$1650
2	\$1775
3	\$2050

- 7.3 During the period for which an employee is eligible to receive LTD Plan benefits, participation will continue in the following Plans:
  - Supplementary Hospital
  - Health Care
  - Dependent Life
  - Retiring Allowance Plan
  - Pension

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- Group Life Insurance Parts I and II
- Survivor Transition Benefit

Coverage for Group Life Insurance - Parts I & II and the Survivor Transition Benefit in effect at the date of disability will prevail during the period for which an employee is eligible to receive LTD Plan benefits.

R 7.4 For those eligible employees whose S&A Plan benefits expire after date of ratification, for the purposes of determining eligibility for the first twelve (12) month period under the LTD Plan, disability shall mean that an employee is unable to perform the duties of any job in the bargaining unit on a full-time basis. Following expiry of such period, disability shall mean that an employee is

disabled to an extent preventing performance of any job for which the employee is reasonably suited by education, training and experience.

Notwithstanding the above definition, if it is confirmed that an employee is eligible for primary disability benefits under the Canada Pension Plan, this employee will then also be eligible for benefits under the LTD Plan.

- 7.5 LTD Plan benefits shall not be terminated without at least one (1) month's notice to the recipient and the Union unless the employee returns to work.
- 8. GROUP LIFE INSURANCE PLAN
- 8.1 The Company will continue to provide, on an optional basis to employees, life insurance through Group Life Insurance Plan Part I, hereinafter called "Part I", as in effect immediately prior to the term of the Agreement except as indicated in 8.1.1 and 8.1.2 below.
  - 8.1.1 Effective May 1, 1994, the entire cost of the Plan will be paid by the Company.
  - 8.1.2 Effective January 1, 1995, the Plan will provide insurance coverage under Part I in accordance with the following schedule for those eligible employees whose insurance coverage is in effect on January 1, 1995.

Benefit Group	Insurance Coverage
1	\$29,500
2	\$31,000
3	\$33,500

8.1.3 Employees retiring with a pension date on or after January 1, 1995, will continue to have insurance coverage under Part 1 in accordance with the

#### following schedule:

Benefit Group	Insurance Coverage
1	\$24,500
2	\$26,000
3	\$28,500

and will continue to have the reduction formula in effect as of December 31, 1994.

- 8.2 The Company will continue to provide, on an optional basis to employees, life insurance through Group Life Insurance Plan Part II, hereinafter called "Part II", as in effect immediately prior to the term of the Agreement, except as indicated in 8.2.1 and 8.2.2 below.
  - 8.2.1 Effective July 1, 1994, the premium rates for Part II for each \$1000 of coveragewill be as follows:

	Monthly Cost	
Male	Typh/mospon	<u>Female</u>

Age	Smoker	Non-Smoker	Smoker	Non-Smoker
to 35	\$0.16	\$0.08	\$0.07	\$0.04
36-45	\$0.32	\$0.16	\$0.15	\$0.09
46-55	\$0.76	\$0.42	\$0.36	\$0.23
56-60	\$1.45	\$0.84	\$0.69	\$0.47
61-64	\$2.20	\$1.29	\$1.02	\$0.71

The smoker rates apply to anyone who has smoked a cigarette or used any tobacco product one time after May 1, 1994. These rates will be adjusted in accordance with Plan experience.

8.2.2 Effective July 1, 1994, employees will be offered additional coverage options of \$80,000, \$90,000 and \$100,000. Employees currently enrolled in

the \$70,000 option under Part II may increase their coverage to \$80,000, \$90,000 or \$100,000. Employees currently in any other options may increase their option a maximum of \$30,000; in both cases a statement of health is not required.

- 8.3 The Company will continue to provide, on an optional basis to employees, life insurance through the Dependent Life Plan as in effect immediately prior to the term of the Agreement, except as indicated in 8.3.1 and 8.3.2 below.
  - 8.3.1 The premium rates for Dependent Life will continue to be:

\$ 5,000 \$ 10,000	Child	Monthly Rate
\$ 5,000	\$2,500	\$1.65
\$10,000	\$5,000	\$3.30

These rates will be adjusted in accordance with Plan experience.

8.3.2 Effective July 1, 1994 employees will be offered an additional coverage option to be:

Spouse	Child	Monthly Rate
\$25,000	\$10,000	\$7.65

This rate will be adjusted in accordance with Plan experience. Employees who are currently enrolled in the \$10,000/\$5,000 option may increase their coverage to \$25,000/\$10,000. Employees who are currently enrolled in the \$5,000/\$2,500 option may increase their coverage to \$10,000/\$5,000. In both cases a statement of health is not required.

- 8.4 The other terms and conditions of this Plan will remain in full force and effect as reflected in the applicable insurance contract.
- 9. SURVIVOR TRANSITION BENEFIT PLAN
- The Company will continue to provide a Survivor Transi-

- tion Benefit Plan as in effect immediately prior to the term of the Agreement subject to paragraph 1.6.3.
- 9.2 During the period which an eligible dependent is in receipt of STB, participation will continue in the following Plans but the cost will be paid by the Company:
  - Extended Health Care Plan
  - Dental Plan
  - Vision Care Plan

## 10. RETIREMENT ALLOWANCE PLAN

- 10.1 The Company will continue to provide a Retirement Allowance Plan as in effect immediately prior to the term of the Agreement subject to paragraph 1.6.3. The Retirement Allowance Schedules and formulae will be based on the following:
  - 10.1.1 The amounts set out in the schedules in effect immediately prior to this agreement will be increased by 3% on the 1993 schedule on January 1 of each of the years 1995 and 1996.
  - 10.1.2 The scheduled amounts in effect immediately prior to this agreement will be prorated so that the retirement allowance will be based on completed calendar years and months of service and age.
- 10.2 Employees will be entitled to payment under the Plan if, as of their pension date, they have at least ten (10) years of continuous service. The amounts set out in the Schedules will be payable monthly commencing with the month in which the pension date falls and continuing until the month age 65 is reached, except that for retirement at age 65 there will be only one payment.
- An employee entitled to the Retirement Allowance Plan may elect to receive, either as a lump sum or as monthly payments during any period up to age 71, the present value

- of the scheduled amount discounted at the rate prescribed for the first fifteen (15) years for non-indexed pensions, for the month in which the payment of the benefits commences under the Canadian Institute of Actuaries Recommendations for the computation of transfer values from registered pension plans effective September 1, 1993.
- 10.4 If a retired employee who is entitled to a retirement allowance dies prior to all payments being made, the remaining payments will be paid monthly on the same basis to eligible dependents.
- 10.5 Where employees retire with a class E pension and are entitled to a retirement allowance, the amount as set out in the Schedule will be reduced actuarially for each month by which the employee's age is less than 65.

#### PENSION PLAN

- 11.1 The Company will continue to provide the Northern Telecom Negotiated Pension Plan in effect on December 31, 1993 during the applicable term stated in paragraph 1.3 above, subject to amendment to provide for the changes specified in 11.2 through 11.6 inclusive below.
- 11.2 Notwithstanding Master Article 5.1 (c)(i) for the purpose of service under the Pension Plan all employees will have a Pension Service Date ("PSD") as follows:
  - 11.2.1 For employees hired prior to March 17, 1988 their PSD will be the same as their CSD up to that date.
  - 11.2.2 PSD will be assigned on the first day of Pension Plan membership and service will accrue from that day.
  - 11.2.3 If an employee received payout of the commuted value of the deferred pension, the PSD will be forfeited. If this employee subsequently is employed by the Company, membership in the Pension Plan will commence immediately but no

credit will be given for any prior service with the Company for any purpose under the Pension Plan.

11.3 The following basic benefit rates shall be used to calculate the basic pension benefit for employees retiring with a pension date on or after:

Benefit Group	Jan. 1, 1994	Jan. 1, 1995	Jan. 1, 1996
1	\$33.00	\$34.00	\$35.00
2	\$35.00	\$36.00	\$37.00
3	\$38.00	\$39.00	\$40.00

- Employees retiring with a pension date on or after January 11.4 1, 1994 will receive a normal pension benefit equal to 90% of the amount of basic benefit multiplied by years of pensionable service which will be payable for the life of the retired employee, and upon death, the retired employee's spouse will receive 60% of the monthly pension benefit which had been paid to the retired employee immediately prior to death. Effective January 1, 1994, if the spouse dies within 60 months of the date the employee's pension commenced, the employee will begin receiving payment equal to 100% of the amount of the basic pension which would have been paid as of the pension date if there had been no spouse in the month following the month of the spouse's death, and be payable for the life of the retired employee.
  - 11.4.1 Where the employee and the spouse, if any, waive the benefits described in paragraph 11.4, the employee shall receive 100% of the amount of the basic benefit multiplied by years of service payable for life.
- 11.5 Effective January 1, 1992 those employees who have, on or after January 1, 1988 retired from active service with the Company, and subsequently their spouse or designated beneficiary, will receive annual post retirement adjustments in accordance with the following matrix:

Age on Pension Date/Deferred Annuity Payme			
Date or Anniversary Thereof	Formulae	Payments Payments	Fold into Monthly Benefit
Under Age 60	60% of percentage increase CPI: max. 6% payout;	Annual Lump Sum paid in month of anniversary month of birthday	No
Age 60 or over but under age 65	60% of percentage increase CPI: max. 6% payout;	Monthly - paid in month of the anniversary month of birthday	Folded in annually
Age 65 or over	80% of percentage increase CPI: max. 6% payout	Monthly - paid in month of the anniversary month of birthday	Folded in annually

Terminated employees will receive no post retirement adjustments in connection with any time prior to commencement of receipt of deferred annuity payments.

11.5.1 The calculations of post retirement adjustments will use CPI = 1981 (All Canada) and will be in accordance with the following schedule:

Month of Birthday Anniversary	Twelve (12) Month Upward Change* in CPI for the <u>Month of</u>
January	November
February	December
March	January
April	February
May	March
June	April

July August September May June July

October November December August September October

\* Moving average

## OTHER COMPANY PLANS

- 12.1 The Company proposes to continue the following during the term of the Agreement.
  - Travel Accident Insurance
  - Employee Savings Plans
  - Registered Retirement Savings Plan
- 12.2 While the Company will not reduce the level of benefits of the Plans referred to in 12.1 above during the term of the Agreement, it reserves the right to amend the terms and conditions of such Plans in order to conform to existing or future legislation, to ensure that they may best meet the objectives for which they were established, and to enable their administration to be carried out with prudence and economy in the interest of all participants therein.
- GENERAL
- 13.1 The Company shall furnish the Plan text(s) within 3 months (or as soon as practicable) after signing the Agreement, for review and comment by the Union. The other documents referred to below will be furnished at appropriate times for review and comment by the Union.
- 13.2 The Company will furnish the Union with copies of the administrative procedures, benefit booklets, and approved authorized texts covering the employee benefit Plans referred to in paragraphs 2 to 12 of this appendix.

- 13.3 The Company will provide each employee within 3 months after receiving the final input from the union, with a benefit booklet containing descriptions of the various Plans referred to in this appendix.
- 13.4 The Company will ensure that all the Plans covered by this appendix are adjusted to reflect legislation precluding discrimination with respect to age, sex, and marital status, except to the extent that such legislation so permits.
- 13.5 The Company confirms its intention to maintain its present practices with respect to the handling of statutory and Company benefits as these apply to retirees. In the event a change appears desirable, the Company will discuss such changes in advance with the Union.
- 13.6 The Company will continue to maintain the present practices with respect to statutory and Company benefits for employees receiving Workers' Compensation benefits and employees receiving disability benefits under the Pension Plan.
- 13.7 The Union shall be entitled to review pension benefit applications in advance of their effective date. In addition the union committees shall receive copies of pension, long term disability, and survivor benefit calculations with respect to active employees covered by the provisions of this appendix. Other procedures shall be determined on a basis which is mutually acceptable to the Union and the Company.
- 13.8 The Company will furnish the Union with such information with respect to the operations of applicable benefit plans as shall be mutually acceptable to the parties or required by legislation, including:
  - Copy of Report as set out under section 11(1) of the Ontario Pension Benefits Act, 1987, Regulations
  - Copy of the annual information return to the province of registration for Pension Plan.

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- 13.9 The Union consents to the application by the Company, through partial funding of the latter's costs in providing improved employee benefits in accordance with the Agreement and with prior Collective Labour Agreements between the Union and the Company, of the reductions equal to at least 5/12th that have been or may be granted to the Company as to employer's premiums under the Unemployment Insurance Act.
- 13.10 The Company shall have the exclusive right to determine and change the method and terms of financing the Company Health Care Plans, Group Life Insurance Parts I and II and the Dependent Life Plan provided under the Agreement, subject to the following conditions:
  - a) no change will take place without at least three months prior notice to the Union,
  - no change will have the effect of reducing the value of any benefit,
  - no change will affect the method of claims settlement except as shall be mutually agreed between the parties, and
  - d) the Company shall furnish the Union with a full accounting as to the disposition of any surplus or deficit attributable to employee contributions.

# 1994

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