

**SUPPLEMENTARY
UNEMPLOYMENT
BENEFIT PLAN**

**SUPPLEMENTARY
UNEMPLOYMENT
BENEFIT PLAN**

DATED

between

**HAMILTON STEEL GP INC., as general partner of and on behalf of
Hamilton Steel Limited Partnership**

(Hereinafter called the "Company")

- AND -

**LOCAL UNION NO.1005
United Steel, Paper and Forestry, Rubber, Manufacturing, Energy, Allied Industrial
and Service Workers International Union
(formerly, United Steelworkers of America)
(Hereinafter called the "Union").**

ARTICLE I

DEFINITIONS

The following terms, wherever used in this Agreement, shall have the meanings set forth below:

- (a) **"Basic Agreement"** means the collective bargaining agreement between the parties hereto relating to wages and other terms and conditions of employment, which may be in effect at the particular time.
- (b) **"Plan" or "Supplementary Unemployment Benefit Plan"** means the "Hamilton Steel Supplementary Unemployment Benefit Plan for Bargaining Unit Employees"

set forth in Appendix "A" hereto.

- (c) **"Employee"** or **"Employees"** shall have the same meaning as in the Basic Agreement.
- (d) **"Trustee"** shall have the same meaning as in the Plan.
- (e) **"Fund"** means the "Hamilton Steel Supplementary Unemployment Benefit Plan Trust Fund".
- (f) **"Net Worth"** shall have the same meaning as in the Plan.

ARTICLE II

PLAN

- (a) The Plan, which became effective on April 1, 1969, and which has been amended from time to time to July 31, 2002, shall be and is hereby further amended effective June 22, 2006, so as to read as set forth in Appendix "A" hereto and forming a part of this Agreement, subject to obtaining and retaining the approval of the appropriate authorities as specified in the Plan.
- (b) The Hamilton Steel Supplementary Unemployment Benefit Plan shall be available to all employees who are eligible according to its terms.
- (c) It is understood and agreed that the Hamilton Steel Supplementary Unemployment Benefit Plan may be made available by the Company to other persons eligible according to its terms, who are employed by Hamilton Steel , or its associated companies in Canada.

ARTICLE III

GENERAL PROVISIONS

- (a) Not later than the fifteenth (15th) day of each month, the Trustee shall furnish to the Company a statement showing the Fund receipts and amounts, if any, paid from the Fund, during the preceding month. The Company shall furnish a copy of such statement to the Union.

- (b) Each year, not later than the fifteenth (15th) day of February, the Trustee shall furnish the Company with a statement showing the Net Worth of the Fund as of the close of the last business day of the preceding year and the amounts paid from the Fund during the preceding year. The Company shall furnish a copy of such statement to the Union.
- (c) In the operation of the Plan, statistics and information will not be kept separately for particular groups of persons.
- (d) The Company will designate a representative who will be available to discuss and review the statement referred to in (b) above with a designated representative of the Union.
- (e) The Union agrees that, during the term of this Agreement, neither it nor its representatives will cause or sanction a slowdown, strike or other stoppage of or interference with work arising out of or conducted in connection with any effort to induce modification of or amendments or addition to the Supplementary Unemployment Benefit Plan provided for by this Agreement or the terms or conditions under which its benefits are provided.
- (f) Nothing contained in this Agreement or the Plan shall be deemed to give an employee the right to be retained on the payroll of the Company, or shall interfere with the right of the Company to terminate the employment of an employee.
- (g) No matter respecting this Agreement or the Plan or any difference arising thereunder shall be subject to the grievance or arbitration procedure established in the Basic Agreement.
- (h) In the event that during the term of this Agreement the Company's contribution to the Supplementary Unemployment Benefit Plan shall not be required in accordance with the provisions of Article III, Clause 3.01 or shall terminate in accordance with Article VII, Clause 7.03, such contributions as would otherwise be made shall be accumulated by the Company and the total monthly contribution or the remainder thereof shall be transferred to the "Hamilton Steel In Trust Insurance Program Account" when required by the Company. In the event that the Company does not transfer such accumulated contributions, in whole or in part, then such accumulated contributions or balance thereof may be used for any other purpose as the Parties may agree at the termination date of this Agreement.

ARTICLE IV

DURATION & TERMINATION OF PLAN

The Plan as set forth in Appendix "A" hereto shall remain in full force and effect until July 31, 2010, and shall thereafter continue for a further period of one (1) year unless during the one hundred and ten (110) day period immediately preceding the expiration date, either party shall give written notice to the other that it desires revisions or termination of the Plan at its expiration date. Where notice of revision is given, negotiations shall commence during the ninety (90) day period immediately preceding the expiration date.

IN WITNESS WHEREOF the parties have caused their names to be subscribed to this Agreement by their duly authorized representatives this 22nd day of June , 2006.

For:

Hamilton Steel GP Inc.
As General Partner of and on
Behalf of Hamilton Steel
Limited Partnership

R. Mott
D. Bates
W. McKenzie
K. Smith

For:

Local Union 1005
United Steel, Paper and Forestry,
Rubber, Manufacturing, Energy, Allied
Industrial and Service Workers International
Union

R. Gerstenberger
G. Howe
J. Lombardo
J. Miller
J. Balloch
J. Camarro
J. Stevenson
T. DePaulo

APPENDIX "A"

STELCO SUPPLEMENTARY UNEMPLOYMENT BENEFIT PLAN FOR BARGAINING UNIT EMPLOYEES

ARTICLE I

DEFINITIONS

- 1.01
- (a) Agreement for a Supplementary Unemployment Benefit Plan shall mean the agreement between the Company and Local Union 1005, United Steelworkers, with respect to this Plan.
 - (b) Applicant shall mean a former Employee whose service and employment were terminated when he was temporarily laid off for lack of work and who is entitled to recall in accordance with the Basic Agreement.
 - (c) Basic Agreement shall mean the collective bargaining agreement relating to wages and other terms and conditions of employment which may be in effect at the particular time between the parties signatory to the Agreement for a Supplementary Unemployment Benefit Plan.
 - (d) Company shall mean ~~Hamilton Steel GP Inc., as General Partner for and on behalf of Hamilton Steel Limited Partnership.~~
 - (e) Credit Point shall have the same meaning as specified in the Plan.
 - (f) Day shall mean calendar day unless otherwise specified.
 - (g) Employee shall mean any hourly rated person who is regularly employed by the Company (or by such of its subsidiary or associated companies as may, from time to time, be permitted by the Company to participate in the Plan as employers) and who is represented by a Union with which an Agreement for Supplementary Unemployment Benefit Plan has been executed.

- (h) Financial Position shall have the same meaning as specified in the Plan.
- (i) Fund shall mean the Hamilton Steel Supplementary Unemployment Benefit Plan Trust Fund.
- (j) Maximum Funding Position shall have the same meaning as specified in the Plan.
- (k) Month shall mean calendar month unless otherwise specified.
- (l) Net Worth shall mean the difference between the total assets and the total liabilities of the Fund at any given time.
- (m) Person shall mean either an Applicant or an Employee as defined hereto.
- (n) Plan shall mean this Hamilton Steel Supplementary Unemployment Benefit Plan as amended or modified from time to time.
- (o) Plant shall mean a location of the Company identified as having Employees who are covered by this Plan.
- (p) Public Funds shall mean any money made available by the Government, either federal, provincial or municipal, or any agency of such governments.
- (q) Service shall mean service as defined by the Basic Agreement and is synonymous with seniority.
- (r) Straight time hours worked shall mean all hours for which an Employee actually performs work for the Company and for which he is compensated at the regular rate of pay as prescribed by the Basic Agreement.
- (s) Trustee shall mean the Trustee of the Fund.
- (t) Employment Insurance Act shall mean the Employment Insurance Act that may be in force and effect as amended from time to time, and the Benefits then applicable.
- (u) Employment Insurance Benefit shall mean the benefit paid, pursuant

to the Employment Insurance Act, to persons on account of their unemployment.

- (v) Union shall mean Local 1005 of the United Steel, Paper and Forestry, Rubber, Manufacturing, Energy, Allied Industrial and Service Workers International Union (formerly known as United Steelworkers of America), which is currently signatory to the Basic Agreement with the Company.
- (w) Week shall mean calendar week unless otherwise specified.
- (x) Weekly Benefit shall mean the Weekly Benefit as specified in this Plan.
- (y) Year shall mean calendar year unless otherwise specified.
- (z) All hours worked shall mean all hours for which an Employee actually performs work for the Company and for which he is compensated and shall include work performed and paid for at overtime rates and work performed on statutory holidays in accordance with the provisions of the Basic Agreement.

ARTICLE II

GENERAL PROVISIONS

2.01 Establishment of Fund

The Company shall establish a Fund, in accordance with the Plan, with a trust company or companies selected by the Company as Trustee to hold and invest the Fund and to make payments out in accordance with the provisions of a trust agreement to be entered into in connection with this Plan. The Company's contributions shall be made into the Fund and the Company's liability for benefits is limited to the ability of the Fund to meet the payment of all benefits and expenses associated with the administration of this Fund.

2.02 Maximum Funding

A maximum funding position of the Fund shall be established for each calendar month.

The Maximum Funding Position shall be two million dollars (\$2,000,000).

2.03 Fund's Financial Position

A financial position of the Fund shall be calculated each calendar month. The Company shall determine this Financial Position by dividing the Net Worth of the Fund as of the last business day of the preceding calendar month by the Maximum Funding Position for such month as determined in 2.02 above. This quotient is to be expressed as a percentage. The Financial Position calculated for each calendar month shall relate to each week ending in that calendar month for the purposes of applying the benefit level as set forth in Article IV and the credit point cancellation as set forth in Article V.

2.04 Adjustments for Errors

Neither the Maximum Funding Position nor the Financial Position are to be adjusted retroactively due to any error which may be discovered in the computations or data used in making the computations. Any error discovered, will be corrected in the next month's computations.

ARTICLE III

CONTRIBUTIONS TO THE FUND

3.01 Contributions by the Company

The Company shall make a contribution to the Fund equal to ten cents (\$0.10) multiplied by the total number of all hours worked by each Employee during the preceding months, or such lesser amount as will bring the Net Worth of the Fund up to the Maximum Funding Position as

provided in Clause 2.02.

The Company shall not be required to make any contributions to the Fund with respect to any month for which the Financial Position equals or exceeds 100%.

3.02 Payment of Contributions

Such contributions as are required by this Plan to be made to the Fund by the Company shall be made monthly and shall be made prior to the end of the month following the month for which the calculation was made.

ARTICLE IV

WEEKLY BENEFITS OF THE PLAN

4.01 Weekly Benefits

Provided there are sufficient monies in the Fund, the Weekly Benefit payable to an eligible Applicant shall be two hundred (\$200) for each week in the calendar month for which the weekly benefit is claimed. In any week the combined weekly payments received from the plan and the weekly rate of unemployment insurance benefits do not exceed 95 per cent of the employee's weekly earnings.

Any payments in respect of guaranteed annual remuneration or in respect of deferred remuneration or severance pay benefits are not reduced or increased by payments received under this plan.

4.02 Deficit Financing

In recognition of the unique circumstances following the ratification of the 1990 Basic Agreement, the Company shall, on a one time basis, advance to

the Fund monies to a maximum deficit of two million dollars (\$2,000,000) and the Weekly Benefit payable to an eligible Applicant for any weeks in which a benefit is claimed shall be one hundred dollars (\$100) for each week in the calendar month for which the Weekly Benefit is claimed subject to Clause 4.03.

4.03 Effect of Low Financial Position of Fund

Where the current Financial Position of the Fund is less than four (4) percent of the maximum deficit financed, there shall be no Weekly Benefit paid to an eligible Applicant.

4.04 Reduction of Weekly Benefit

The Weekly Benefit shall be reduced by the amount of any Public Funds received or receivable for which an Applicant may be eligible in respect of his unemployment during the week for which he is claiming a benefit under this Plan, with the exception of welfare payments duly authorized by the General Welfare Assistance Act (Ontario), or any equivalent legislation in other Provinces and the Employment Insurance Benefits.

The Employment Insurance Benefit which would have otherwise been payable to the Applicant shall be determined in accordance with the Schedule of Rates of Benefit provided in the Employment Insurance Act based upon the Applicant's last contribution paid to the Employment Insurance Fund while he was an Employee of the Company.

4.05 Deductions from Benefits

The Company or the Trustee shall deduct from any Weekly Benefit under this Plan all sums of money required to be withheld by reason of any law or regulation for payment of taxes or otherwise to any federal, provincial or municipal government.

4.06 Cessation of Benefits

A Weekly Benefit shall cease upon the date that the Applicant is required by the Company to report for work when notified of his recall from layoff.

ARTICLE V

DURATION OF WEEKLY BENEFITS

5.01 Duration

The number of weeks for which an eligible Applicant shall receive Weekly Benefits shall be determined by the number of Credit Points which he has accumulated. The maximum number of weeks which an Applicant may draw Weekly Benefits is fifty-two (52) weeks during any twelve (12) consecutive calendar months.

5.02 Credit Points

- (a) Credit Points are to be used for the sole purpose of determining the duration of Weekly Benefits of an Applicant, but shall have no fixed value in terms of either time or money.
- (b) Credit Points shall be credited to an Employee at the rate of one (1) Point for each forty (40) straight time hours worked commencing on or after January 1, 1968, provided, however, that an Employee:
 - (i) may not have to his credit more than fifty-two (52) Credit Points at any one time; and
 - (ii) shall not be credited with any Credit Points prior to the first day he completes eighteen (18) months of Service.

5.03 An Applicant shall have deducted from his credit one (1) Credit Point for each Weekly Benefit payable to him.

5.04 Forfeiture of Credit Points

Any Person covered by this Plan shall forfeit permanently all Credit Points which he has to his credit under this Plan if he:

- (a) has his service and employment terminated for any reason other than layoff, or
- (b) while on layoff has his entitlement to recall terminated in accordance

with the Basic Agreement, or

- (c) wilfully misrepresents any fact in connection with an application by him for a Weekly Benefit under the Plan.

ARTICLE VI

ELIGIBILITY FOR BENEFITS

6.01 Application for Benefits

An Applicant to be eligible must make application for a Weekly Benefit in the manner prescribed hereunder and must meet the eligibility requirements in 6.03.

6.02 The Company shall have the right to establish reasonable rules, regulations and procedures concerning the time and place at which an Applicant shall report in order to comply with the eligibility requirements and concerning the form, content and substantiation of Weekly Benefits.

- (a) For any week of qualifying layoff an Applicant must apply for each Weekly Benefit that he may claim under this plan within five (5) days following receipt of his Employment Insurance Benefit for such week. The Employment Insurance Benefit shall be presumed to have been received by the Applicant on the date following the date set forth on the cheques therefore, or on the date of the copy of the pay receipt of similar document.
- (b) An Applicant must report in person to make initial application for a Weekly Benefit at the location designated by the Company. For any subsequent week during the same continuous period of layoff, such Applicant may apply for his Weekly Benefit, either in person or by mail, as determined by the Company.

- (c) An Applicant shall be required to produce evidence satisfactory to the Company:
 - (i) that he has received payment of an Employment Insurance Benefit for the week for which he is claiming a Weekly Benefit under this Plan, or
 - (ii) that he was not eligible to receive an Employment Insurance Benefit for the week for which he is claiming a Weekly Benefit under this Plan solely due to the reasons set forth in Clause 6.03 (c);
 - (iii) of the amount earned from all sources during such week and the source thereof;
 - (iv) and such further evidence or additional information as the Company may deem necessary.

6.03 Eligibility - Weekly Benefit

An Applicant shall be eligible for a Weekly Benefit beginning with the first complete calendar week following the effective date of this Plan, provided that with respect to the week for which the Applicant is claiming such benefit he:

- (a) has a minimum of eighteen (18) months of service with the Company;
- (b) is on a qualifying layoff as provided in 6.04;
- (c) received an Employment Insurance Benefit in accordance with the Employment Insurance Act or was ineligible for an Employment Insurance Benefit due solely to:
 - (i) not having, prior to his layoff, a sufficient period of work in employment covered by Employment Insurance; or
 - (ii) the requirement to serve a two week waiting period prior to eligibility as stipulated in the Employment Insurance Act; or
 - (iii) the limitation under Employment Insurance on the period of

time for which Employment Insurance Benefits are payable to the applicant;

- (d) has to his credit at least one (1) Credit Point to be cancelled in accordance with 5.03;
- (e) has not refused an offer of available work when recalled by the Company in accordance with the Basic Agreement and reports for work on the date required by the Company;
- (f) was not serving in Her Majesty's Armed Forces of Canada;
- (g) was not eligible for and was not receiving any accident or sickness or other disability benefit (other than a survivor's allowance or a disability benefit under Workers' Compensation laws or other laws which he received while in active employment with the Company prior to layoff) whether publicly or privately financed, or a Company financed pension or retirement benefit;
- (h) has registered at and complied with the regulations of the Employment Insurance Commission and has not failed or refused to accept employment deemed suitable by the Employment Insurance Commission.

6.04 Layoff Provision

- (a) Except as provided in (b) hereof, an Applicant shall be considered to be on a qualifying layoff when he is not required by the Company to work and does not perform any work in a week, commencing on or after the week following the week in which this Plan becomes effective, because he was temporarily laid off work in accordance with the seniority provisions of the Basic Agreement.
- (b) An Applicant shall not be considered on a qualifying layoff for purposes of Clause 6.04 (a) when work is not available to him as a consequence of:
 - (i) disciplinary reasons, or
 - (ii) any strike, slowdown, work stoppage, or any dispute of any kind, by any Employees or any other person employed by the Company, or any picketing (whether or not by Employees), at any Company Plant or Plants which interferes with

production at that, or at any other Plant of the Company, or

- (iii) sabotage or insurrection, or
- (iv) any act of God, or
- (v) any war or hostile act of a foreign power, or
- (vi) any fault attributable to the Applicant.

6.05 Administrative Delays - Employment Insurance Benefits

- (a) With respect to any week for which an Applicant has applied for a Weekly Benefit under this Plan and for which his claim for an Employment Insurance Benefit has been denied and has been appealed in accordance with the Employment Insurance Act, the Weekly Benefit which would otherwise be payable to him shall be set aside from the Fund pending final disposition of the Applicant's Unemployment Insurance claim appeal, and
- (b) If the Employment Insurance Benefit claim is subsequently paid to the Applicant, the money set aside from the Fund as a contingent liability upon the Fund shall be paid to such Applicant and one Credit Point cancelled, provided, however, he has to his credit one Credit Point required to be cancelled in accordance with Clause 5.03 at the time such Weekly Benefit is paid.

ARTICLE VII

EFFECTIVENESS AND CONTINUATION OF THE PLAN

7.01 Income Tax Rulings

The Company shall not be required to make any contributions to the Fund or to make the Plan effective unless and until it shall have received from the Minister of National Revenue and any other applicable government authority, a currently effective ruling or rulings satisfactory to the Company declaring that all contributions to the Fund shall constitute a currently deductible expense under the Income Tax Act and under any other applicable income tax law, as now in effect or as may be hereafter amended

or may hereafter become effective.

7.02 Employment Insurance Rulings

The Company shall not be required to make any contributions to the Fund or to make the Plan effective unless and until it shall have received a ruling or rulings satisfactory to it from the appropriate authority of the Canadian government that the Weekly Benefits will be permitted in accordance with the Employment Insurance Act without:

- (a) requiring additional payment of contributions to the Employment Insurance Fund either by the Company or any Employee participating in this Plan, and
- (b) affecting the entitlement of or level of payment to an applicant for Employment Insurance Benefits.

7.03 Revocation or Modification of Rulings

Upon revocation or upon modification in such a manner as to be no longer satisfactory to the Company of any of the above rulings or approvals in this Article, no further contributions shall be made to the Fund and all obligations of the Company under the Plan shall cease and the Plan shall thereupon terminate and be of no further effect.

The Company shall notify the Union and shall meet with the Union representative and endeavour to modify the Plan to the extent necessary to obtain renewal of the above-mentioned rulings or approvals satisfactory to the Company. If such rulings and approvals are obtained, the Plan as amended shall become effective as of the date of such rulings and approvals. If, however, at the end of thirty (30) days from the date of the Company's notification no renewal has been obtained, the assets of the Fund shall be disposed of as set forth in Clause 7.05.

7.04 Withholding Requirements

If the Company shall be required at any time to withhold any amount from any contribution to the Fund by reason of any federal, provincial or municipal law or regulation, the Company shall have the right to deduct

such amount from such contribution and to pay only the balance to the Fund.

7.05 Termination of Plan

Upon termination of the Plan:

- (a) Any Weekly Benefit liability incurred prior to the date of termination which has not, as of this date, been discharged, will be met only to the extent that the then Net Worth of the Fund (including any outstanding contributions) is able to meet such liability, and pay all other expenses arising out of the administration of this Plan.

- (b) Any assets remaining after the application of (a) above, shall revert to the Company.

ARTICLE VIII

ADMINISTRATION

8.01 The Company shall have the exclusive right to administer this Plan, including but not limited to the right to establish reasonable rules, regulations and procedures, to use customary accounting techniques and to make all appropriate determinations pursuant to this Plan. The Company will inform the Commission of any change to the Plan within 30 days after the effective date of the change.

8.02 The Company shall be reimbursed each year for the cost, if any, of forms and stationery supplies, banking and auditing fees, and all calculation charges. The Company shall submit an itemized statement to the Trustee (a copy of which will be sent to the Union) at the end of each year of the costs incurred and shall be reimbursed from the Fund for that year.

The Company will inform the Commission of any change to the plan within thirty (30) days after the effective date of the plan.

ARTICLE IX

APPEAL PROCEDURE

9.01 Board of Appeal

There shall be established a Board of Appeal, hereinafter called the "Board" consisting of one Company representative and one Union representative.

9.02 First Step

- (a) An Applicant who alleges he was incorrectly determined ineligible for a Weekly Benefit under the Plan or the amount of the Weekly Benefit paid was incorrect, may file an appeal in writing to the Human Resources Department in an attempt to settle such allegation. The written appeal shall state full particulars of the allegation and shall be signed by the aggrieved Applicant.
- (b) The Human Resources Department shall give a written decision within seven (7) days of the date that the appeal was filed. An appeal not adjusted at this step may be appealed to the Second Step.

9.03 Second Step

- (a) Notice of appeal must be given in writing within five (5) days of the date of the written decision at First Step to the Board. The Board shall meet within seven (7) days and attempt to resolve the appeal submitted. Within seven (7) days after the date of such meeting the Board shall notify the parties hereto in writing of their agreement or failure to reach agreement. An agreement reached by the Board shall be final and binding.
- (b) Where the Board so notifies the parties hereto to the effect that no agreement has been reached, the Union may, within three (3) days of the date of such written notification, notify the Company in writing of its intention to submit the appeal to a Board of Arbitration. Such notice shall set forth the facts to be relied upon and the provisions of the Plan which are alleged to have been violated.

9.04 Only an appeal, filed in writing within seven (7) days of the mailing to an

Applicant of either (i) a notice of denial of his claim, or (ii) a cheque for a Weekly Benefit, may be submitted under this Article IX.

9.05 Appeals which are not presented or processed within the time limits specified in Article IX shall not be processed through the appeal procedure without the consent of the Company and in any event are not arbitrable.

9.06 The appeals procedure set forth in this Article shall not be used to protest or appeal a denial of an Employment Insurance Benefit.

9.07 **Arbitration**

Only an appeal which has been properly filed and processed in accordance with the provisions of this Article IX may be referred to arbitration as provided hereunder.

9.08 **Board of Arbitration**

The Board of Arbitration shall consist of the Company representative on the Board of Appeal, the Union representative on the Board of Appeal and a third person selected by them to act as Chairman.

9.09 Where the two representatives to the Board of Arbitration fail to agree on the selection of a chairman within seven (7) days of the date of notice of the appeal being referred to arbitration, an appointment shall be made by the Minister of Labour for the Province upon the request of either representative.

9.10 (a) The decision of the Board of Arbitration shall be final and binding upon any person concerned and upon both parties. The decision of a majority is the decision of the Board of Arbitration, but if there is no majority the decision of the Chairman governs. There shall be no appeal from the decision of a Board of Arbitration.

(b) The Board shall not have any authority to alter, modify or change any of the provisions of this Plan, or to substitute any new provisions in lieu thereof, or to give any decision contrary to the terms and

provisions of this Plan, and shall have no jurisdiction other than to determine, in accordance with the provisions of this Plan;

- (i) whether the appeal was filed and processed within the time and in the manner specified in this Article;
- (ii) whether the Applicant is eligible with respect to the Weekly Benefit claimed;
- (iii) the amount of any Weekly Benefit payable.
- (iv)

**9.11 Expenses and Remuneration
- Board Chairman and Representatives**

- (a) The Union and the Company shall each pay one half of the remuneration and expenses of the Chairman of the Board of Arbitration.
- (b) The Union representative and the Company representative on the Board of Appeal and the Board of Arbitration shall serve without recompense from the Fund established under this Plan.

9.12 A Board of Arbitration and the Board of Appeal shall have no jurisdiction to determine questions arising under the Basic Agreement, even though relevant to the appeal before the Boards. All such questions shall be determined through the regular procedures provided therefore by the Basic Agreement and all determinations made pursuant to such Basic Agreement shall be accepted by the Boards.

ARTICLE X

MISCELLANEOUS

10.01 Liability

The provisions contained in this Plan express completely all obligations of the Company with respect to the financing of the Plan and providing for benefits and payments.

10.02 Management Functions

Neither the rights of an Employee to employment nor the Company's right to discipline or discharge shall be enlarged or limited by reason of any provision of this Plan. Nothing contained herein shall be deemed to qualify, limit or alter in any manner the Company's authority to manage the Company as provided in Clause 4.01 of the Basic Agreement.

10.03 Status of Persons Receiving Benefits Under the Plan

Neither the Company's contributions nor any Weekly Benefit paid under the Plan shall be considered a part of any Employee's earnings for any purpose. A person by reason of receiving a benefit does not have his status as a former Employee under the Basic Agreement amended or changed in any way. Nor shall he thereby acquire any right to participate in, accrue credits or receive benefits under any other employee benefit plan to which the Company contributes, than he would otherwise be entitled to were he not receiving any Weekly Benefit under this Plan.

10.04 Non-Alienation of Benefits

No Weekly Benefit shall be subject in any way to alienation, sale, transfer, assignment, pledge, attachment, garnishment, execution or encumbrance of any kind and any attempt to accomplish the same shall be void.

10.05 No Vested Interest

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

10.06 To Whom Benefits Are Payable

Weekly Benefits shall be payable under this Plan only to the person who is eligible therefore, except where the Company;

- (a) finds that such person is deceased, in which event, such Weekly Benefit, which is payable with respect to the period of qualifying layoff immediately preceding the week in which such person died, may be paid to one or more of his heirs, testamentary legatees,

beneficiaries, executors or administrators as the Company may decide; or

- (b) receives evidence satisfactory to it that such person is unable by reason of physical or mental infirmity arising from any cause whatsoever to receive such payment or to give valid release therefore and there is no guardian, committee or other representative legally responsible for the estate of such person, in which event such Weekly Benefit, which is payable with respect to the period of qualifying layoff immediately preceding the week in which such person became disabled, may be paid as the Company may decide, to any member of the family of such person or to any other person who is managing the affairs of such person or is then maintaining such person in trust; and the release of the person to whom such payment is made in trust shall be a valid and complete discharge of such payment.

10.07 Method of Payment

Weekly Benefits will be paid in the third week following the week in which this Plan becomes effective and on every second week thereafter and shall be for the two-week period preceding the week in which payment is made.

10.08 Overpayment - Weekly Benefits

If the Company determines that any Benefits paid under the Plan should not have been paid or should have been paid in a lesser amount (as the result of a subsequent disqualification for Employment Insurance Benefits or otherwise), written notice thereof shall be mailed to the recipient and he shall return the amount of overpayment to the Trustee. If such recipient shall fail to return such amount promptly, the Trustee shall arrange for the amount of the overpayment to be reimbursed to the Fund by making a deduction from future Benefits otherwise payable to such recipient or by requesting the Company to make a deduction from compensation otherwise payable to him, or both. The Company may make such deductions from the Employee's compensation and in such event shall pay the amount deducted to the Trustee. At such time as such overpayment is recovered by the Fund, the number of Credit Points, if any, theretofore cancelled with respect to such overpayment of Benefits shall be restored to such Employee, subject to the provisions of Article V.

