The attached is the
Plan Text for the

RÉGIME COMPLÉMENTAIRE DE RETRAITE
DU SYNDICAT NATIONAL
DES EMPLOYÉS DE GARAGE DU QUÉBEC INC.

a negotiated contribution pension plan within the meaning of the Quebec Supplemental Pension Plans Act and which includes the Members of the

SYNDICAT NATIONAL DES EMPLOYÉS
DE GARAGE DU QUÉBEC INC.

and those of the

SYNDICAT DÉMOCRATIQUE DES EMPLOYÉS
DE GARAGE SAGUENAY LAC ST-JEAN (CSD)

as at January 1, 2018

REGISTRATION NUMBER (RRQ):	**29716**
ISSUED SEPTEMBER 15, 1986	
FEDERAL AND PROVINCIAL TAXATION:	**ENR-0925933**

Approved by the RETIREMENT COMMITTEE

Name: Guy Harvey **Title: President**

Signature :____________________ **Date: ____________________**

In case of discrepancy between the French and English texts, the French text will prevail.

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SECTION I – INTRODUCTION

The Régime complémentaire de retraite du Syndicat National des Employés de Garage du Québec Inc. (the Plan) came into effect January 1st 1986. and has been modified several times thereafter. The primary modifications have been the following:

- On January 1st 1992, the Plan is modified to comply with the new Income Tax Act Regulation affecting mainly death benefits after retirement.

- On January 1st 1993, the Plan is modified to comply with the Quebec Supplemental Pension Plans Act affecting mainly interest calculations. This modification also allows additional contributions from the Members and the Employer (Group C : global contributions of 10% of the salary).

- On January 1st 1997, the Plan is modified to allow additional contributions from the Employer (Group E : global contributions of 15% of the salary). This modification also allows new level pension forms as required by the Quebec Supplemental Pension Plans Act.

- *On January 1st 2007, the Plan is modified to include a conditional indexation of the Member's pensions of Groups E and F (global contributions of 15% of the salary).*

As of January 1st 1999, the Plan has been exempted from the application of some articles of the Quebec Supplemental Pension Plans Act, with the following impacts:

- The Employer's obligations with regard to the Plan financing are limited to the payment of the regular contributions,

- which increases the risk that Member benefits could be reduced in the event of insufficient Employer contributions, termination of an Employer or total termination of the Plan.

- In case of total termination of the Plan, the surplus will be completely attributable to the Members and beneficiaries.

The present document is the result of the complete restatement of the January 1, 2013, Plan Text and of its 17 modifications (2013-1 to 2013-17) that were made thereafter, and replaces these documents.

SECTION II - ENFORCEMENT AND DEFINITIONS

2.1 Enforcement and anniversary

The effective date of the Plan is January 1st, 1986. The Plan's anniversary is January 1st of each year. The present Plan Text is effective January 1st, 2013.

2.2 Compliance with applicable legislation

The current provisions of the Plan shall be in compliance with the Income Tax Act, the Quebec Supplemental Pension Plans Act and their respective Regulations.

2.3 Definitions

Unless the context clearly indicates otherwise, the expressions used in the text, are defined hereafter (the masculine gender shall include the feminine and the singular number shall include the plural):

2.3.1. "Plan Administrator": the Retirement Committee as defined under Article 10.1.

2.3.2. "Fund": the fund established by the Plan Administrator, through an insurance contract or a trust agreement or any combination thereof, to provide for the payment of benefits described in this Plan. Any trust agreement or insurance contract shall be considered part of the Plan Text.

2.3.3. "**Spouse**": the person who, at the moment indicated in the Plan text:

1. is legally married to a Member, or
2. is living in a conjugal relationship with an unmarried Member of the opposite or the same sex, since at least three years, or since at least one year in the following cases:
   - at least one child is born, or to be born of their union;
   - they have adopted jointly, at least one child while living together in a conjugal relationship;
   - one of them has adopted at least one child who is the child of the other, while living together in a conjugal relationship.

For the application of paragraph 2. above, the birth or the adoption of a child during a period of marriage or conjugal relationship preceding the date at which is established the status of Spouse can qualify a person as a Spouse.

The Spouse status is established at the first of the following dates: the day preceding the death of the Member or the day the pension payment begins to the Member . The Member's spouse's rights are terminated by separation from bed and board, divorce, annulment of marriage or termination of conjugal relationship, except when the Member notified the Administrator in writing to make payment of the pension to the surviving Spouse according to Section 8.2 despite such dissolution of marriage or separation.

2.3.4 "Employer": Employer whose eligible salaried employees participate in the Plan under Section III. The Employer list is shown in Annex A.

2.3.5 "Interest": starting January 1st, 2001, the amount of interest credited on Members' contributions Member and on the defined contribution account (article 3.5.1) is according to the rate of return obtained on the Plan's assets, less related investment and administration fees.

Interest is credited annually according to the results presented in the audited financial statements. However, in a year when interest is to be credited, it is calculated according to the rate of return declared by the investment manager, and reduced by the percentage of investment and administration fees determined in the last audited financial statements, pro-rated by the number of days elapsed since the beginning of the year.

The interest credited on the present value of the pension (article 2.3.11) between the date the Member has become inactive and the date of the payment are calculated according to the rate used to calculate the lump sum.

2.3.5a "YMPE": Year's Maximum Pensionable Earnings established in conformity with the Act respecting the Québec Pension Plan.

2.3.6. "Month of participation": month during which a contribution has been made by the Member.

2.3.7. "Member": a person participating in the Plan in accordance with article 3.2 and who is considered as

- an active Member, if he contributes to the Plan, if he is exempt from contributions according to article 9.2, or if he has stopped contributing for at least a complete 24 calendar months;
- inactive Member, if he has ceased contributing to the Plan for at least a complete 24 calendar months, if he is eligible to a deferred pension or if he receives a pension provided by the Plan.

2.3.8 "Plan": Retirement Plan whose provisions are written in the present document and its amendments. Its official name is the **RÉGIME COMPLÉMENTAIRE DE RETRAITE DU SYNDICAT NATIONAL DES EMPLOYÉS DE GARAGE DU QUÉBEC INC.**

2.3.9 “Negotiation Unit": the negotiation unit(s) included in the same collective agreement, either a particular agreement or a general agreement.

2.3.10 “Actuarial Equivalent”: equivalent value using the assumptions recommended by the Canadian Institute of Actuaries to calculate pension transfer values.

2.3.11 “Present Value of the pension": the present value of the pension is the lump sum equivalent to the payment of the pension and is determined, at the moment the Member becomes inactive, according to the recommended assumptions of the Canadian Institute of Actuaries for the computation of retirement pensions transfer values.

2.4 Coordination

The Plan shall not be coordinated with other personal or public Retirement Plans.

2.5 Terms meaning

In every text related to the Plan, either the collective agreement, the Plan provisions, the programming files or correspondence, the words **participation** or **contribution** have the same meaning:

amount of money paid into the Plan fund.

SECTION III - PARTICIPATION AND CONTRIBUTIONS

3.1 Eligible salaried employees

For the Employers of Part I of Annex A, the eligible salaried employees to the Plan are Members of the Syndicat National des Employés de Garage du Québec Inc., or of any other Union accepted by the Administrator, who have acquired their seniority right in accordance with each collective agreement.

For the Employers of Part II of Annex A, the eligible salaried employees to the Plan are the staff members or contract employees of those Unions and the Members of those Unions who are on a union leave of absence according to the collective agreement and who are paid in part or entirely by the Plan or the Union.

3.2 Participation

Participation in the Plan, in accordance with the group chosen (see article 4.2) by the negotiation unit, shall be mandatory for any eligible salaried employee whose negotiation unit chose to participate to the Plan. The Member shall not cease his participation to the Plan unless he ceases to be in the employment of the Employer, his negotiation unit ceases its participation to the Plan or the Plan terminates.

*r*3.3 Member Contributions

The Member shall be required to make contributions to the Plan. The Employer shall deduct the contributions at the source and remit them to the Administrator. For each month of participation, the contribution rate is established according to the collective agreement as a percentage of the Member's Contributory salary (article 3.4) according to the overall contribution rate established for the chosen Group (see Article 4.2) and not exceeding the maximum amount permitted under the Income Tax Act and its Regulations.

3.3.1 Additional voluntary contributions and transfers

According to the conditions determined by the Retirement committee,

- active Members can make additional voluntary contributions to the present Plan, as long as the current year's pension adjustment limits are respected;
- active and inactive Members can transfer without tax consequence to the present Plan their accumulated RRSP contributions.

The amounts that are contributed or voluntary transferred to the Plan **will only be withdrawn by an active Member according to the administrative rules adopted by the Retirement Committee**.

The amounts that are contributed or voluntary transferred to the Plan are accumulated according to the "Voluntary Defined Contribution account" provisions (article 4.2 c).

3.4 Member's Contributory salary

Member Contributions (article 3.3) are deducted from the salary, in accordance with the Member's collective agreement. For the purpose of the Plan, salary from which contributions are deducted is called "Contributory salary"

According to the Québec Labor Law and conditional to the regular payment of the Member contributions, the participation to the Plan and the Employer contributions (article 3.4) are maintained during a maternity leave, leave for cause illness or accident or for family or parental reasons or any other leave for which the Québec Labor Law requires that participation to the Plan not be affected, subject to the regular payment of the Member contributions and maximum time period determined under the said Law.

During the time period described above, the contributions are determined according the Member's salary as if he would have worked during this period of time.

3.5 Employer Contributions

The Employer shall pay to the Plan contributions and remit them to the Administrator. The contribution rate is established according to the collective agreement as a percentage of Member's Contributory salary (article 3.4) according to the overall contribution rate established for the chosen Group (see article 4.2) and not exceeding the maximum amount allowed under the Income Tax Act and its Regulations:

3.5.1 Allocation of the Group E contribution

Deleted

3.6 Recovery Policy

If an actuarial valuation demonstrates that the cost of the plan's commitments exceeds the contributions set by the plan resulting in a funding deficit, the insufficiency of the contributions must be recovered by reducing benefits relating to years of participation recognized prior to the date of the actuarial valuation. The percentage of benefit reduction must be the same for all active, inactive and retired Members. Employer

Also, if an actuarial valuation shows that the actuarial cost of pension benefits for future participation exceeds the contributions set by the plan, the insufficiency of the contributions relating to the cost of these pensions must be recovered by an amendment to the plan to reduce the pension for future participation or to increase the contributions fixed by the Plan.

These measures must be applied no later than twelve months after the date of the actuarial valuation.

3.6.1 Reinstatement Policy

If recovery measures have been applied under the first paragraph of article 3.6, reinstatement may be applied provided that the actuarial surplus on a funding basis after the reinstatement is at least 10% of the actuarial liability and the solvency ratio after reinstatement is more than 100%.

The reinstatement referred to in the preceding paragraph shall be carried out in the following order, as long as the value of the resulting additional commitments complies with the conditions of the preceding paragraph:

(1) the pensions of retirees and beneficiaries, for which the service before the date of the actuarial valuation, are increased by a percentage not exceeding that of which would make it possible to restore such pensions referenced to the level they would have reached if recovery measures weren't applied;

(2) to the extent that the reinstatement referred to in paragraph (1) has made it possible to raise the pensions referenced to the maximum level permitted under that paragraph, the accumulated pensions of the non-retired Members aged 55 or over on the date of the actuarial valuation are increased by a percentage not exceeding that of which would make it possible to restore these pensions to the level that they would have attained had it not been for the corrective measures applied;

(3) to the extent that the recovery referred to in paragraph (2) has made it possible to raise the pensions referenced to the maximum level permitted under that paragraph, the accumulated pensions of the other Members are increased by a percentage not exceeding that of which would restore those benefits to the level they would have reached had it not been for the recovery measures applied.

3.7 Revision of contribution rates

At least every three years, an actuarial valuation is performed to determine whether the contributions are sufficient to fund the Plan obligations. In the event of a deficiency, the contribution rates must be revised upwards or the benefits that will be earned in the future revised downwards. At no time will the Employer be required to make up an actuarial deficit.

3.8 Pension Adjustment

The applicable limits to the pension adjustment (PA) shall be respected in accordance with the Income Tax Act and its Regulations.

Since the Plan is a **specified multi-Employer plan** in accordance with the Income Tax Act and its Regulations, the PA for each Member shall be equal to the total Member and Employer contributions.

SECTION IV - NORMAL RETIREMENT

4.1 Normal Retirement Date

The Normal Retirement Date is the first day of the month coincident with, or next following, the Member's 65th birthday.

The Member who ceases to participate at normal retirement date shall be entitled to receive the pension described in article 4.2. The Member can also choose to receive his pension at an early retirement date (Section V) or at a postponed retirement date (Section VI).

A Member who chooses to receive a pension according to Sections IV, V or VI, does not have to have ceased to contribute for a period of 24 months before the date of retirement, in order to be eligible to receive the retirement pension.

4.2 Normal Retirement Pension

The normal retirement pension includes the normal pension and the defined contributions account value.

a) Normal pension

The annual normal pension relating to the form described in article 4.5 and starting at normal retirement date (article 4.1), shall be equal to:

> the sum, for each month of participation,
>
> the Member's Contributory salary (article 3.4) multiplied by the benefit rate of the Group chosen:

The benefit rate (see table below) is set for each month of participation given according to the sum of the Member’s contribution rates and the Employer’s (overall rate of contribution).

Beginning with the first pay period of 2016, bargaining units may join one of the following groups:

Group	Overall Contribution Rate	Benefit Rate
G	16%	2.0%
G	10.5%	1.30%
G	10%	1.25%
G	8%	1.0%
G	6%	0.75%

Additional groups can be created respecting a ratio of 12.5% between the benefit rate and the overall contribution rate.

For participation years prior to January 1, 2016, bargaining units had the option of joining Groups A, B, C, D, E, F, G and H, whose benefit rates have varied over time and are registered in the Plan Text in force for the month of participation given.

For the years of participation as of January 1, 2007, Groups F, G and H are considered an "Eligible Group" for the indexation clause described in article 4.2.1.

b) Defined contributions account value

The contributions computed in the defined contributions account (article 3.5.1) are accumulated with interest (article 2.3.5) from the first day of the month following the month during which contributions are paid to the fund of the Plan.

At the Member's retirement, the defined contributions account value shall be transferred in a Locked-In Retirement Account (LIRA) or a Life Income Fund (LIF) or used to finance the upgrade of the early retirement pension of a Member from Group E (article 5.2 b)).

c) Voluntary contributions account value

The amounts contributed or transferred voluntarily are computed distinctively in the voluntary contributions account (article 3.3.1) and accumulate with interest (article 2.3.5) from the first day of the month following the month during which contributions are paid to the fund of the Plan.

Upon the request of the Member, the voluntary contributions account value shall be paid in a single amount or gradually, by a cash payment or a transfer in a RRSP, according to the administrative procedures determined by the Retirement Committee, but shall not be used to increase the normal pension (article 4.2 a)). The voluntary contributions account value must be completely cashed or transferred on the last day of the year where the Member attains the maximum age prescribed by the Income Tax Act and its Regulation to start to receive the retirement pension.

d) Excess contributions

When a Member becomes inactive, the calculation of excess contributions is done at the date at which the Member became inactive. Excess contributions are equal to the excess, if positive,

- of the Member’s contributions of the since January 1st 1990, accumulated with interests until the date of calculation,
- over 50% of the present value of the pension credited to the Member between January 1st 1990, and the date of calculation.

Excess contributions are accounted distinctly at the date of calculation and are then accumulated with interest until the date of transfer of the Member’s benefit or until the beginning of the retirement pension:

- if the Member asks for the transfer of his benefits according to article 7.4 a), the excess contributions are part of the minimum benefit described in article 7.3;

- if the Member asks to receive a retirement pension according to Sections IV, V or VI, the excess contributions accumulated with interest, are converted to an additional pension on an actuarial equivalent value basis, with the normal form described at article 4.5 a) but not including the indexation formula described at articles 4.2.1. and 4.2.2.

4.2.1 Annual indexation of the normal pension of Group F

As of July 1, 2016, the accumulated pension of a Member from an Eligible Group (Article 4.2a) is increased on July 1 of each year, beginning with the oldest, by the "annual indexing rate", thus the percentage

  - equal to "1%" multiplied by the "number of years to be indexed" since the end of the relevant participation year, or the end of the last indexation if later, as indicated in Appendix B;

    the "1%" rate does not exceed the "maximum annual indexing rate", which is the percentage of indexation decreed annually at the end of the preceding calendar year by the Retraite Québec under the Act on the Québec Pension Plan;
  - the "number of years to be indexed" at each indexation being limited to the number of years satisfying the conditions described in the following paragraph;

- for inactive Members, including the percentage determined according to article 4.2a) at the preceding January 1st, and not over and above that percentage.

The indexation described in the present article is applicable only if the actuarial valuation at the preceding December 31st considering the increase of pensions resulting from indexing, presents:

  - an actuarial surplus on a going-concern basis at least equal to the greater of the indexation reserve and 20% of the actuarial liability;
  - a surplus on a Solvency basis.

The indexation reserve is the present value of a future 1% increase per year of accumulated pensions of members from the Eligible Group at the valuation date. The indexation reserve is used to fund an actuarial deficit. No further improvements in past service entitlements can be made if the indexation reserve (with a minimum of 20% of the going-concern liability) is not fully incorporated in the actuarial surplus and the pensions of members from the Eligible Group have not been fully indexed under the preceding paragraphs. In the event of termination of the plan, the indexation reserve may not be used for the improvement of benefits other than the indexation of accumulated pensions of Members of the Eligible Group.

4.2.2 Ad-hoc indexation of pensions for all groups.

Under Section 11.2 (Plan Amendment), if the Eligible Group's pensions have been fully indexed under Article 4.2.1, the accumulated pensions of all other groups may be indexed.

- an additional percentage, identical for all members;
- the sum of this percentage and the one already granted under section 4.2.1 shall not exceed that provided for under the Income Tax Act and its Regulations.

The indexation described in this article is applied if the actuarial valuation as at December 31st preceding, considered the increase in pensions resulting from the indexation, presents:

• an actuarial surplus on the going-concern basis of at least equal to the greater of the indexation reserve and 20% of the actuarial liability;

• a surplus on a Solvency basis.

4.3 Lump sum amount greater than the present value of the normal pension

For the present article, the “purchase cost” is the premium asked by an insurance company to insure the pension to which the Member is entitled to according to Sections IV, V or VI, as applicable.

Notwithstanding other provisions of the Plan, if at the time of the Member's date of retirement, the sum of the lump sum amount (article 7.2) and of the defined contribution account value (article 4.2 b)) is greater than the purchase cost, the Member chooses one of the following options:

1. ask for the transfer of the lump sum amount and of the defined contribution account value into the Retirement Plan of his new Employer or in a Locked-In Retirement Account (LIRA), or if he satisfies the conditions of article 4.6, into a Registered Retirement Savings Account (RRSP), or as a cash reimbursement;

2. ask the Administrator to choose an insurance company in order to insure the pension to which the Member is entitled to according to Sections IV, V or VI, as applicable, the purchase having to be made after the transfer in the LIRA or RRSP, as applicable.

If at the time of the Member's date of retirement, the sum of the lump sum amount (article 7.2) and of the defined contribution account value (article 4.2 b)) is lower than the purchase cost, the Member receives the pension he is entitled to according to Sections IV, V or VI, as applicable.

The present article does not apply to Members who have split their benefits with their former spouse following a calculation made between July 1, 2008, and December 31, 2010 (period during which the transfer of the lump sum after age 55 had been suspended).

4.4 Maximum Pension

The maximum amount of the normal pension paid to a Member at retirement, termination of participation, marriage breakdown or termination of the Plan, including or not a surplus distribution, including any other amount of pension payable in accordance with another Plan established by the Employer, will not exceed the maximum allowed under the Income Tax Act, its Regulations and the administrative rules of Canada Revenue Agency.

4.5 Forms of Pension

The Member who wants to receive his retirement pension shall advise the Administrator to confirm the pension form chosen at least thirty (30) days before the first pension payment. The form of pension cannot be modified after the first pension payment.

a) Normal form in force since January 1st 1992

The normal form of pension consists of a life annuity, payable monthly and includes a post-retirement death benefit described in the next paragraph. The normal form (including a pension continuation to the surviving spouse) is included in the present value of the normal pension for the application of articles 4.5c), 4.5e) and 7.3.

At the Member's death after commencement of the pension payment, a percentage of the pension continues to be paid to the person who was the Member's spouse when the pension payment began. This percentage shall be 100% during the five years following the commencement of the pension payment to the Member and 60% during the following years. The pension ceases at the spouse death.

However, if the spouse’s death occurs after the death of the Member and during the five years following the commencement of the pension payment to the Member, or if there is no spouse at the Member death, the pension continues to be paid at 100% to the beneficiary only during the five years following the commencement of the pension payment to the Member. The pension ceases to be paid at the end of the five years. The Administrator can also pay to the beneficiary, in a final payment, in lieu of the pension payable to the beneficiary, the present value of the pension.

b) Normal form in force before January 1st 1992

For the members who have started to receive their pension before January 1st 1992, the normal form of the pension is a life annuity payable monthly. In the event of the Member’s death after the beginning of the payment, 60% of the pension that was paid to the Member continues to be paid to the person who was the spouse at the time the payment began. If this person is not the spouse anymore, the lump sum outstanding balance calculated at the Member retirement, after deduction of the payments already made to the Member, is paid to the surviving beneficiary.

If there is no surviving spouse at the time of the Member's death, the balance of the lump sum amount calculated at the time of the Member's retirement, after deduction of the payments already made to the Member, is paid to the surviving beneficiary.

At the death of the surviving spouse, the lump sum outstanding balance calculated at the Member’s retirement, after deduction of the payments already made to the Member and the surviving spouse, is paid to the surviving beneficiary.

c) Life form

Provided that the spouse waives their right to receive the normal form of pension or in the absence of a spouse, the Member shall receive the life form of pension payable until their death. The optional form of pension shall be of an actuarial equivalent value.

d) Level normal form

Provided that the spouse waives their right to receive the normal form of pension, and that the Member certifies to the Administrator that he does not receive any other temporary pension, the Member shall receive a level normal pension, of actuarial equivalent value and includes the two following parts:

1) a temporary pension payable until the first day coincident with or next following the 65^{th} birthday of the Member and which does not exceed 40% of the YMPE established in the year during which the Member asks for his pension, and;
2) a life pension payable until the Member's death.

If the Member dies after commencement of the pension, a percentage of each part of his pension continues to be paid to the person who was their Spouse at the commencement of the pension, without exceeding the final date of the temporary pension for this part of the pension. This percentage shall be 100% during the five years following the commencement of the pension to the Member and 60% during the following years. Both parts of the pension cease at the spouse's death.

However, if the spouse’s death occurs after the death of the Member and during the five years following the commencement of the pension payment to the Member or if there is no spouse at the Member's death, both parts of the pension continue to be paid at 100% to the beneficiary only during the five years following the commencement of the pension to the Member, without exceeding the final date of the temporary pension for this part of the pension. Both parts of the pension cease at the end of the five years. The Administrator can also pay to the beneficiary, as a final payment, in lieu of the pension payable to the beneficiary, the present value of the pension.

e) Level life form

Provided that the spouse waives the normal form of pension or in the absence of spouse, and that they certify to the Administrator that they do not receive any other temporary pension, the Member shall receive a level life pension, of actuarial equivalent value and includes the two following parts:

1) a temporary pension payable until the first day coincident with or next following the 65^{th} birthday of the Member and which does not exceed 40% of the YMPE established in the year during which the Member asks for his pension, and;
2) a life pension payable until the Member's death.

In case of death after the commencement of the pension, both parts of the pension cease.

f) Optional form

As of January 1, 2001, a Member may request to convert their pension into an optional form. This form is identical to the forms described in articles 4.5 a) or d) but having a guarantee of 10 years at 100% (instead of 5 years). As for the form described in sections 4.5 (c) or (e), the Member may request that this annuity be backed by a 5-year or 10-year guarantee in the event of death before the end of this period.

In addition, as of October 1, 2017, a Member may request to convert his or her pension into a 50% split level pension to the spouse provided that the Member's spouse waives the normal form of pension, and the Member certifies to the Administrator that he does not receive any other temporary pension. In the absence of a spouse, this pension is not available. Specifically, this form of level pension has two parts:

1) a temporary pension payable until the first day of the month coinciding with or immediately following the participant's 65th birthday and which may not exceed 40% of the YMPE for the year in which the Member applies for a retirement pension;

2) a pension payable during the life of the Member.

In the event of the death of the Member after the beginning of the payment, 50% of the pension that was paid continues to be paid to the person who was the spouse of the Member on the date of which the payment of the pension began. When both the Member and the spouse die, the pension ceases.

In all cases, the amount of pension payable under one of these optional forms is determined on the basis of the actuarial value equivalent to the normal form pension.

4.6 Non-locked-in payment

As of January 1, 2001, if the total value of the Member's entitlement, excluding amounts voluntary contributed or transferred amounts, determined according to the present Section or Sections V, VI or VII, is lower than 20 % of the YMPE for the year during which the Member became inactive, the Member has the right to ask for a cash reimbursement or a transfer in his RRSP of the value of his entitlement. The Member is also entitled to the retirement pension provided for in section 7.4, but the Administrator may refund the value of the entitlement without the Member making the request provided that he requests in writing the method of repayment he prefers. If there is no response within 30 days of sending this notice, the Administrator may proceed with the reimbursement.

Notwithstanding any other provision of the Plan, a Member who becomes inactive on or after January 1, 2015, is not entitled to the retirement pension provided for in section 7.4. In this case, the Administrator proceeds to the refund of the value of their entitlement without the Member making the request provided he asks in writing the method of repayment he prefers. If there is no response within 30 days of sending this notice, the Administrator proceeds with the reimbursement.

Also, a Member who is no longer a resident of Canada for a period of at least 2 years has the right to ask for a cash reimbursement of the value of his entitlement.

4.7 Progressive retirement

A Member, whose retirement pension has not started and who is working for a participating Employer, can request to receive a progressive retirement pension if he satisfies the following conditions:

- He is less than 65 years old and he has reached an agreement with the union and the Employer in that respect. His working hours are reduced according to the provisions of the collective agreement in force.
- His retirement pension would not be reduced in case of early retirement if it started on the day of the request and the amount of the accumulated normal pension (article 4.2a)) is lower than $10,000 per year.
- The amount of the progressive retirement pension is equal to 60% of the normal pension accumulated at the date of the beginning of the pension payment and includes the normal form of pension (article 4.5a)).
- In case of temporary disability, the payment of the progressive retirement pension stops after a maximum period of 26 weeks.
- In case of disability respecting the definition of article 9.1, the payment of the progressive retirement pension stops.

During the payment of the progressive retirement pension, the Member and the Employer continue to pay their contributions based on the earnings paid by the Employer to the Member.

During the payment of the progressive retirement pension, the Member is not considered having taken his retirement, and the provisions of article 8.1 (Death before the commencement of the pension payment) continue to apply.

The progressive retirement pension is not subject to the provisions of articles 4.2.1 and 4.2.2 (Indexation of Group F).

When the progressive retirement pension ceases to be paid, at the latest at the normal retirement date, the Member can ask to receive his pension according to Sections IV, V or VI as applicable.

SECTION V - EARLY RETIREMENT

5.1 Early retirement date

The active Member who ceases to participate after his 55^{th} birthday but before his 65^{th} birthday and any inactive Member who attains age 55 shall be entitled, at the beginning of any month preceding his normal retirement date, to receive the amount described in article 5.2.

5.2 Early retirement pension

The early retirement pension shall be based on the normal retirement pension (article 4.2) calculated at the early retirement date, provided that:

a) The normal pension (article 4.2 a)) payable at an early retirement date shall be called early retirement pension and shall be reduced by a percentage equal to 0.5% multiplied by the number of complete months between the normal retirement date and the early retirement date. Any fraction of months is considered a complete month.

b) Any Member who has accumulated a pension in Group E can obtain an upgraded pension, that is a pension for which the reduction percentage described in the preceding paragraph is zero for months following the 60th birthday. However, a Member of Group E who has a defined contribution account (article 4.2 b)) has to use that account in order to finance the upgrade of the pension. The present paragraph only applies to the Members of negotiation units who joined Group E before January 2, 2007. The upgrade of the early retirement pension is also applied to the pensions accumulated in the other groups before the entry of the Member in Group E, at the condition that the Member had contributed with the Employer since the date at which the negotiation unit has joined Group E.

c) Any Member of Group F can obtain an upgraded early retirement pension with a percentage reduction described in paragraph (a) that is nil for months after the 60^{th} birthday.

d) Any Member of Group G can obtain an upgraded early retirement pension with a percentage reduction described in paragraph (a) that is nil for months after the 63^{rd} birthday.

e) Any Member of Group H cannot obtain an upgraded early retirement pension.

f) The possible forms of pension are described in article 4.5.

g) The defined contributions account value (article 4.2 b)) and the voluntary contributions account value (article 4.2 c)) shall be established at the early retirement date.

5.3 Maximum early retirement pension

The early pension payable in accordance with article 5.2 shall not exceed the lesser of

- the normal pension (article 4.2); and
- the maximum pension (article 4.3)

reduced by 0.25% for each month of early retirement before the 60^{th} birthday of the Member, in accordance with the Income Tax Act and its Regulations.

SECTION VI – POSTPONED RETIREMENT

6.1 Postponed retirement date

The Member who continues to be in the service of the Employer after the normal retirement date shall be entitled to the amount described in article 6.2, payable at the postponed retirement date defined as the first of the following dates:

a) the first day of the month coincident with or immediately following the date the Member actually retires;

b) the last day of the year during which the Member attains the maximum age prescribed by the Income Tax Act and its Regulation for applying for a retirement pension.

The conditions of the present article also apply to any inactive Member who is not receiving their pension after having attained their normal retirement date.

6.2 Postponed retirement pension

The postponed retirement pension is calculated on the basis of the normal retirement pension (article 4.2) established on the postponed retirement date, considering the following conditions:

- Any portion of the normal pension accumulated at the normal retirement date and not paid because of postponed retirement is revalued to compensate for the delay in payments and shall be called postponed pension. The postponed pension shall be of an actuarial value equivalent to the unpaid pension at the commencement of the postponement.

- The possible forms of the postponed retirement pension are described in article 4.5.

- The defined contributions account value (article 4.2 b) and c)) shall be established at the postponed retirement date.

6.3 Pension payments while continuing in employment

A Member can, while continuing to be in the service of the Employer after the normal retirement date, receive from the first day of any month chosen by the Member, but without exceeding the article 6.1 date limit, the total amount described in article 6.2, but only for the purpose of compensating for a reduction in permanent remuneration during that period.

Contributions cease after the commencement of any portion of the pension. The Member's Contributory salary (article 3.4) therefore ceases to accumulate.

SECTION VII - TERMINATION OF PARTICIPATION BEFORE AGE 55

7.1 Application

The present article is applicable to the Member whose participation ceases before his 55th birthday. The present article is not applicable to the Member whose participation ceased for less than 24 months and who is considered, for the Plan purpose, to be an active Member.

7.2 Lump sum amount

The Lump sum amount is equal to twice the Member's contributions (article 3.3) received on the salary paid to the employee until December 31, 2014, plus the value of the defined contribution account (sections 4.2 b)-c)), and which bear interest (Article 2.3.5) as of the first day of the month following the month in which the contributions are made to the Plan up to the date of the transfer under section 7.4.

7.3 Termination of participation benefit

For the purposes of sections 4.6, 7.4 and 8.1, the value of the termination benefit is equal to the sum of the present value of the normal pension (section 4.2 a)), the value of the defined contribution account (articles 4.2 b)-c)), voluntary contributions (article 4.2 d)), accumulated with interest until the date of the transfer under article 7.4, with a minimum equal to the lump sum amount (article 7.2). The calculation of the present value considers, if more advantageous, the provisions of article 5.2 (Early retirement pension).

7.4 Right to transfer or deferred pension

A Member who becomes inactive (article 2.3.7) has the choice between the following options:

a) Until the day preceding his 55th birthday, the inactive Member can:

- Transfer the value of his rights (article 7.3) into the Retirement Plan of his new Employer or in a Locked-In Retirement Account (LIRA) respecting tax limits, or if he satisfies the conditions of article 4.6, into a Registered Retirement Savings Account (RRSP), or as a cash reimbursement.

  The right to the transfer can be exercised at anytime between the date the Member became inactive and the date of which the Member reaches the age of 55.

- Or, retain his rights in the Plan as a deferred pension.

b) From the date of the 55th birthday: Receive the pension described in Sections IV, V and VI.

c) An inactive Member who has not started to receive the retirement pension and who becomes active again continues to be eligible to the transfer of his rights accumulated at the date of first termination of participation. When he will become inactive again, his rights of each period of participation will be calculated separately according to applicable provisions.

SECTION VIII - DEATH BENEFIT

8.1 Death before the commencement of the pension payment

In the event of the Member's death prior to the commencement of the pension payment, a benefit is paid to the beneficiary described in section 8.4, the amount of which is equal to the value of the benefit accumulated as an inactive Member or the value of the benefit determined as if the Member became inactive the day prior to his death, which is the value of the benefit described in section 7.3.

8.2 Death after the commencement of the pension payment

In the event of the Member's death after the commencement of the pension payment, the death benefit is established in accordance with the chosen form of pension at the retirement. The forms of pension provided by the Plan are described in article 4.5.

8.3 Death during the postponement of the pension

If the Member dies during the postponement of the pension, his spouse or, in the absence of a spouse, his beneficiary, will be entitled to receive in lieu of any other benefit, the amount described in article 8.1.

However, the spouse could receive, in lieu of the amount described in article 8.1:

- the pension payable in accordance with article 8.2 determined as if the Member had received the first payment of his normal pension (article 4.5) the day preceding his death, provided that the present value of this pension is greater than the Lump sum amount;

- as well as the value of the defined contributions account (article 4.2 b) calculated with interest until the date of the transfer.

8.4 Payment of a death benefit

In accordance with the Supplemental Quebec Pension Plans Act in effect since January 1, 2001, the spouse is the beneficiary of the death benefit payable before the beginning of the pension payment. The spouse may, however, waive this right by completing the prescribed form in this regard. They may also revoke this waiver provided that the Administrator is informed in writing before the Member's death. If the beneficiary of the death benefit is the spouse, the death benefit is payable in cash and taxable as a lump sum amount or transferred (tax-sheltered) to the spouse's Registered Retirement Savings Plan.

In the absence of a spouse or where the spouse has waived their right as a beneficiary, the Member may designate a beneficiary of their choice. The Member may designate or change this beneficiary at any time by completing a form provided by the Administrator or in any other manner permitted by applicable legislation. In the absence of a valid designation, the death benefit will be paid in a lump sum to the Member's estate. If the beneficiary of the death benefit is a person other than the spouse, the death benefit will be payable in cash and taxable as a lump sum.

SECTION IX - DISABILITY

9.1 Definition of disability

A Member is considered disabled for the purposes of the Plan from the date on which he begins to receive a disability pension provided by the "Régime de rentes du Québec", with no retroactive effect.

9.2 Contributions

If a Member is considered disabled for the purposes of the Plan, he shall not be required to pay contributions.

However, in the event that the Member receives a compensation for an employment injury, the Member is still required to pay his contributions, if his contributions are required for the Employer or the Commission de la Santé et de la Sécurité du Travail du Québec contributions.

9.3 Benefits

The Member's Contributory salary from which the amount of the normal pension is established (article 4.2 a)) and the contributions from which the Lump sum amount is established (article 7.2) shall continue to accumulate during the disability period, in accordance with the last salary on which contributions were paid as well as according to the last Group (article 3.3) for which the last contribution had been paid.

All other provisions of the Plan still apply.

9.4 Application

The provisions of Section IX apply only in the following cases:

- active Members of the Plan;
- Members with an employment injury who have not terminated their participation to the Plan;
- Members with an illness or an injury who have not terminated their participation to the Plan for any other reason, and this, even though the Member has lost his seniority due to these events during his convalescence.

Members eligible to the provisions of Section IX will not be considered as having ceased to contribute during that period for the application of the provisions of article 7.4 (Right to the transfer).

SECTION X - ADMINISTRATION

10.1 Administrator

The Administrator of the Plan is defined (article 2.3.1) as the Retirement Committee. The Retirement Committee is composed of

a) One (1) Member elected by the active participants at the Member General Assembly of the Syndicat National des Employés de Garage du Québec Inc. as well as up to seven (7) Members appointed by le Bureau syndical of that Union;

b) One (1) Member elected by the active participants at the Member General Assembly of the Syndicat Démocratique des Employés de Garage Saguenay Lac St-Jean (CSD) as well as up to two (2) Members appointed by le Bureau syndical of that Union;

c) One (1) Member elected by inactive members and pension recipients at the Member General Assembly of the Syndicat National des Employés de Garage du Québec Inc.;

d) One (1) Member elected by inactive members and pension recipients at the Member General Assembly of the Syndicat Démocratique des Employés de Garage Saguenay Lac St-Jean (CSD);

e) One (1) Member chosen by the Retirement Committee who is not an employee of any Union participating in the Plan, nor a third party to whom the Quebec Supplemental Pension Plans Act forbids to consent to a loan.

Each elected Member's mandate is for a term of 3 years. In the event of a vacancy of a Member among the categories described above, the Retirement Committee may choose a new Member until the next Member General Assembly.

10.1.1 Officers of the Retirement Committee

The officers of the Retirement Committee are the chairman, the vice-chairman, the secretary and the treasurer. They are chosen among the members of the Retirement Committee.

The chairman is the officer appointed by the Retirement Committee for the daily administration of the Plan. He is chairing the Retirement Committee assemblies as well as the Member assemblies.

The vice-chairman replaces the chairman and fulfils the powers and functions in case of the absence or the incapacity to act of the latter.

The secretary is responsible for the minutes of the Retirement Committee assemblies and the bookkeeping of the minutes of the Retirement Committee assemblies

The treasurer is responsible for the financial bookkeeping and the payment authorizations with the trustees.

All decisions taken by the officers of the Retirement Committee should be ratified by the Retirement Committee.

10.2 Administration of the Plan

All decisions related to the enforcement, the administration and the interpretation of the Plan are the matter of the Administrator. All decisions concerning the provisions of the Plan have to be taken by a person designated by the Administrator. The Administrator or an employee of the Administrator will not be responsible for any action made in accordance with the provisions of the Plan, except if it is a matter of dishonesty.

10.2.1 Annual or special assemblies

In order to report on its administration, the Retirement Committee organizes the annual assemblies (required by the Supplemental Pension Plans Act) or the special assemblies of active, inactive, retired and beneficiary Members. At annual or special assemblies, decisions are taken by a majority of the votes of the general vote of Members present at the said assembly and convened for that purpose.

10.3 Asset Management

The Plan Administrator shall decide on the method of management of the assets of the Plan, in compliance with any applicable federal or provincial law and in accordance with the investment policy adopted by the Retirement Committee.

10.4 Administration expenses

All expenses pertaining to the operations and administration of the Plan shall be paid by the Fund. Administration expenses of the Plan are:

- the portion of the operation costs of any Union participating in the Plan imputable to the administration, the maintenance and the development of the Plan (salaries, office operating fees, etc.);

- professional fees;

- the costs for acquisition, maintenance, operation and amortizing of computer systems needed for the administration of the Plan;

- compensation fees for loss of salary and marginal benefits, transportation fees and, if applicable, token paid to the Members present at the Retirement Committee assembly for their participation to the elaboration and the operation of the administrative system and for their participation to the Retirement Committee assemblies. The Administrator is authorized to deduct from the transfer or repayment any amount paid to a Member or beneficiary a calculation fee, adopted by the Retirement Committee and not exceeding the limit set by the Supplemental Pension Plans Act.

10.5 Actuarial valuation

The Plan Administrator is required to have an actuary perform an actuarial valuation of the Plan at least once every three years or as often as required by the relevant legislation. Administrator

Moreover, the Plan Administrator adopts once in awhile mortality table, other tables and interest rates used in the computation of actuarial equivalents.

10.6 Information to the Members

In accordance with applicable legislation, the Plan Administrator shall provide to each Member a written description of the provisions of the Plan and of its amendments, as well as of the rights and obligations of the Member with regard to his entitlement to benefits under the Plan.

Each year, the Administrator organizes a Member (active and inactive) assembly for each of the Unions participating in the Plan.

10.7 Evidence of entitlement

Before the payment of the pension, the Member is required to produce an attestation of his age and age of any person who may receive monthly payment after his death.

Moreover, the Plan Administrator may require that any person who files a claim for, or receives, a pension or any other benefit from the Plan, provides evidence of his entitlement to such pension or benefit. If the Plan Administrator deems that the evidence is insufficient, he may deny or cause the termination of such pension or benefit.

10.8 Assignment of benefits

No right or interest may be given as security, nor be subject to surrender, anticipation, alienation, sale, transfer, assignment, garnishment or used as a collateral, wilfully or not.

Any attempt to cause a right to be given as security, surrendered, alienated, sold, transferred, assigned, garnished or used as a collateral, whether such action takes place before or after commencement of payment of such benefit, shall be void.

For the purposes of this article,

a) assignment does not include:

- those pursuant to a decree, order or judgment of a competent tribunal or a written agreement on or after the breakdown of their marriage or other conjugal relationship between an individual and the individual's spouse or former spouse, in settlement of rights arising out of a marriage or such conjugal situation;

- those made by the legal representative of a deceased individual on the distribution of the individual's estate;

b) surrender does not include a reduction in benefits to avoid the revocation of the registration of the Plan.

10.9 Assignment of rights between spouses

The Plan Administrator shall, in accordance with the Supplemental Pension Plans Act and its Regulations, provide to the spouse the required information and shall pay the benefits awarded to the spouse in a lump sum payment. (see article 10.9.1)

10.9.1 Payment of Benefits

Effective September 23, 2015, with the exception of voluntary contributions, defined contributions and amounts credited to a Member's account following a transfer, the value of the benefits acquired under this plan that must be paid as a result of a termination of active participation, a death before retirement, a payment of a guarantee in a lump sum amount, an assignment of rights between spouses or a withdrawal of an Employer, must be in proportion to the solvency of the plan, to 100%, and taking into account the applicable provisions of the Supplemental Pension Plans Act.

10.9.2 Conditions of payment of benefits in case of withdrawal of Employer

In the event of a withdrawal of an Employer, including withdrawals that occurred before January 1, 2015, the value of the acquired benefits of the Members and beneficiaries related to that Employer up to the time of their last contribution under this plan must be paid, considering the conditions applicable to contribution plans negotiated under the provisions of the Supplemental Pension Plans Act. Members and beneficiaries related to an Employer who retired from the plan before January 1, 2015, may request that their benefits be maintained in the plan.

10.10 Small benefit amounts (55 years old and more)

Deleted

10.11 Maintaining the registration of the Plan

In compliance with paragraph 8503(4)c) of the Income Tax Regulations, and only in order to avoid the revocation of the registration of the Plan,

- the current provisions could be amended to reduce the accrued benefits of the Members;
- a contribution made by a Member or an Employer could be returned to the person who made the contribution.

SECTION XI – PLAN AMENDMENT AND TERMINATION

11.1 Maintaining the Plan in force

The Administrator intends to maintain the Plan indefinitely and all arrangements have been made to satisfy expected commitments.

However, in order to protect the Member's interest or its own interest, the Administrator reserves its right to amend the Plan if applicable legislation or circumstances require it.

11.2 Amendment of the Plan affecting Member's benefits

Any amendment to the Plan which affects Member benefits, shall be adopted by the general assembly of each Union participating in the Plan. However, no amendment to the Plan can reduce already acquired active or inactive members benefits.

11.3 Assignment of surplus

Any actuarial surplus shall be used to improve member benefits considering applicable legislations. Any actuarial surplus cannot be reimbursed to the Employer at any time.

11.4 Termination of the Plan

In the event of the termination of the Plan for any other reason than the adoption of a new Plan, the fund of the Plan shall be used to settle pensions by category, in accordance with applicable legislation. The Plan Administrator shall not be obliged to assume or continue to assume the payment of benefits under the Plan from his own fund.

Any part of the fund exceeding the amount required to constitute vested benefits shall be used to settle supplementary pension amounts. This process shall not be discriminatory and shall be done on an impartial basis, provided that the resulting pension amounts will not exceed the maximum pension amount described in Article 4.4.

In accordance with any applicable legislation, a Member could choose to receive a lump sum payment in lieu of the expected pension.

Annex A LIST OF EMPLOYERS

See another document.

Annex B Indexation of eligible pensions at July 1st

Pension Year	Annual indexation rate applied
2007	0,0%
2008	0,0%
2009	0,0%
2010	0,0%
2011	0,0%
2012	0,0%
2013	0,0%
2014	0,0%
2015	0,0%
2016	0,0%
2017	0,0%